

ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

Table of Contents

A.1. Instructions.....	3
A. Overview.....	3
1. Solicitation Number	3
2. Solicitation Type	3
3. Solicitation Title	3
4. Date of Issuance	3
5. Procurement Officer	3
6. Solicitation Timeline	3
7. PUR 1000, General Contract Conditions	4
8. PUR 1001, General Instructions to Respondents	4
9. Restriction on Communications	5
10. Respondent Questions	5
11. Solicitation Addenda.....	6
12. Public Opening of Responses	6
13. Program Overview.....	6
14. Type of Contract Contemplated.....	9
15. Term of Contract	9
B. Response Preparation and Content	10
1. General Instructions	10
2. Mandatory Response Content.....	11
a. Exhibit A-2, Transmittal Letter	11
b. Exhibit A-3, Required Certifications and Statements.....	11
c. Original Proposal Guarantee.....	11
d. Financial Information.....	12
e. Exhibit A-4, Submission Requirements and Evaluation Criteria (Technical Response).....	13
f. Exhibit A-5 Cost Proposal	14
g. Exhibit A-5-a, Detailed Budget	14
h. Exhibit A-6, Summary of Respondent Commitments.....	14
3. Additional Response Content	14
C. Response Submission Requirements	14
1. Hardcopy and Electronic Submission Requirements	14

**ATTACHMENT A
INSTRUCTIONS AND SPECIAL CONDITIONS**

a.	General Provision	14
b.	Hardcopies of the Response	14
c.	Electronic Copy of the Response	16
2.	Confidential or Exempt Information.....	17
D.	Response Evaluation, Negotiations and Contract Award	19
1.	Response Clarification.....	19
2.	Responsive Reply Determination	19
3.	Non-Scored Requirements	19
a.	Transmittal (Cover) Letter	19
b.	Required Certifications and Statements	19
c.	Original Proposal Guarantee.....	19
d.	Cost Proposal and Detailed Budget	20
e.	Summary of Respondent Commitments.....	20
4.	Financial Evaluation - Pass/Fail.....	20
5.	Scored Requirements – Evaluation Criteria	23
a.	Technical Response Evaluation	23
6.	Ranking of Responses	25
7.	Negotiation Process	25
8.	Selection Criteria for Determining Best Value	27
9.	Number of Awards.....	28
10.	Posting of Notice of Intent to Award.....	28
11.	Performance Bond	28
12.	Federal Approval	29
13.	Contract Execution	29
A.2	Special Terms and Conditions	30
A.	Information Technology	30
B.	Venue.....	31
C.	General Definitions	33

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ATTACHMENT A

INSTRUCTIONS AND SPECIAL CONDITIONS

A.1. Instructions

A. Overview

1. Solicitation Number

AHCA ITN 001-19/20

2. Solicitation Type

Invitation to Negotiate

3. Solicitation Title

Florida Health Care Connections
Enterprise Data Warehouse

4. Date of Issuance

July 29, 2019

5. Procurement Officer

Crystal Demott
Agency for Health Care Administration
2727 Mahan Drive
Mail Stop #15
Tallahassee, FL 32308-5403
Email: solicitation.questions@ahca.myflorida.com

6. Solicitation Timeline

The projected solicitation timeline is shown in **Table 1**, Solicitation Timeline, below (all times are Eastern Time). The Agency for Health Care Administration (Agency) reserves the right to amend the timeline in the State's best interest. If the Agency finds it necessary to change any of the activities/dates/times listed, all interested parties will be notified by addenda to the original solicitation document posted on the Vendor Bid System (VBS) ([http://myflorida.com/apps/vbs/vbs www.main menu](http://myflorida.com/apps/vbs/vbs_main_menu)).

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ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

TABLE 1		
SOLICITATION TIMELINE		
ACTIVITY	DATE/TIME	LOCATION
Solicitation Issued by Agency	July 29, 2019	Electronically Posted http://myflorida.com/apps/vbs/vbs_main_menu
Deadline for Receipt of Written Questions	August 12, 2019 2:00 p.m.	solicitation.questions@ahca.myflorida.com
Anticipated Date for Agency Responses to Written Questions	August 28, 2019	Electronically Posted http://myflorida.com/apps/vbs/vbs_main_menu
Deadline for Receipt of Responses	September 30, 2019 2:00 p.m.	Crystal Demott Agency for Health Care Administration Mailroom Building 2, 1 st Floor, Suite 1500 2727 Mahan Drive Tallahassee, FL 32308-5403
Public Opening of Responses	September 30, 2019 3:00 p.m.	2727 Mahan Drive, Building 2 Operations Conference Room, 2nd Floor, Room 200 Tallahassee, FL 32308-5403
Anticipated Dates for Negotiations	November 13, 2019 through December 20, 2019	2727 Mahan Drive, Building 2 Operations Conference Room, 2nd Floor, Room 200 Tallahassee, FL 32308-5403
Anticipated Posting of Notice of Intent to Award	January 13, 2020	Electronically Posted http://myflorida.com/apps/vbs/vbs_main_menu

7. PUR 1000, General Contract Conditions

PUR 1000, General Contract Conditions, is incorporated by reference and is available for prospective respondents to download at:

https://www.dms.myflorida.com/content/download/2933/11777/PUR_1000_General_Contract_Conditions.pdf

However, the following provisions of PUR 1000 are inapplicable to the Contract resulting from this solicitation:

- **Section 19 - Indemnification**

8. PUR 1001, General Instructions to Respondents

PUR 1001, General Instructions to Respondents, is incorporated by reference and is available for prospective respondents to download at:

https://www.dms.myflorida.com/content/download/2934/11780/PUR_1001_General_Instructions_to_Respondents.pdf

ATTACHMENT A

INSTRUCTIONS AND SPECIAL CONDITIONS

Unless otherwise noted, instructions in this **Attachment A** shall take precedence over the **PUR 1001**, General Instructions to Respondents.

9. Restriction on Communications

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

10. Respondent Questions

a. The Agency will receive all questions pertaining to this solicitation no later than the date and time specified for written questions in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline.

b. Prospective respondents must submit all questions by email at solicitation.questions@ahca.myflorida.com, utilizing **Exhibit A-1**, Questions Template. **Exhibit A-1**, Questions Template, is a Microsoft excel document and is available for prospective respondents to download at:

<http://ahca.myflorida.com/procurements/index.shtml>

c. The Agency will not accept questions by telephone, postal mail, hand delivery or fax.

d. The Agency's response to questions received will be posted as an addendum to this solicitation as specified in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline **Table 1**, Solicitation Timeline, and may be grouped as to not repeat the same answer multiple times.

e. The Agency reserves the right to post an addendum to this solicitation in order to address questions received after the written question submission deadline. It is the sole discretion of the Agency to consider questions received after the written questions submission deadline.

ATTACHMENT A

INSTRUCTIONS AND SPECIAL CONDITIONS

11. Solicitation Addenda

If the Agency finds it necessary to supplement, modify, or interpret any portion of this solicitation during this solicitation period, a written addendum will be posted on the VBS as addenda to this solicitation. **It is the respondent's responsibility to check the VBS periodically for any information or updates to this solicitation. The Agency bears no responsibility for any resulting impacts associated with a prospective respondent's failure to obtain the information made available through the VBS.**

12. Public Opening of Responses

Responses shall be opened on the date, time and at the location indicated in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline. Respondents may, but are not required to, attend. The Agency will only announce the respondent(s) name at the public opening. Pursuant to Section 119.071(1)(b), F.S., no other materials will be released. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) business days prior to this solicitation opening. If you are hearing or speech impaired, please contact the Agency by using the Florida Relay Service at (800) 955-8771 (TDD).

13. Program Overview

On July 24, 2018, the Agency rebranded the Florida Medicaid Enterprise System (MES) to Florida Health Care Connections (FX). The decision was made to reflect this project as a broader project leveraging the Medicaid infrastructure to improve overall Agency functionality and to build better connections to other data sources and programs. Moving forward, the Agency intends to use the term FX when referencing the Florida MES. Some of these documents, the attachments, and the appendices may reference the MES name, as these documents were produced prior to the recent name change. In the future, documents will be updated as iterative revisions are made to reflect the FX update.

Agency Procurement Restrictions Related to MES

The Vendor awarded the IS/IP contract is precluded from being awarded any other modules except Enterprise Data Warehouse (EDW). The EDW Vendor is open to being awarded all functional modules, if not awarded IS/IP (see **Table 2**, Procurement Restrictions, below for details). Module Vendors are open to all functional modules but precluded from being awarded IS/IP. Also, Module Vendors are open to all functional modules but precluded from being awarded EDW if the EDW Vendor is also the IS/IP Vendor. The Vendor (including any subcontractors or company affiliates to the IS/IP Vendor) is also precluded from entering into a subcontractor

ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

relationship for future Florida MES solicitations unless that sub-contract is solely for the provision of hardware and/or software.

The Agency encourages an acquisition approach that limits the potential for conflict of interest in choosing the modular solutions to be incorporated into the system. Any contract award remains subject to the restrictions placed on actual or potential organizational conflicts of interest as described in Chapter 48 Code of Federal Regulation (CFR) and Section 287.057(17), Florida Statutes.

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ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

TABLE 2									
PROCUREMENT RESTRICTIONS									
Function	SEAS	IV&V	ISIP	EDW	M1	M2	M3	M4	M5
Strategic Enterprise Advisory Service (SEAS)	Open	Excluded	Excluded	Excluded	Excluded	Excluded	Excluded	Excluded	Excluded
Independent Verification and Validation (IV&V)	Excluded	Open	Excluded	Excluded	Excluded	Excluded	Excluded	Excluded	Excluded
Integration Service and Integration Platform (ISIP)	Excluded	Excluded	Open	Open	Excluded	Excluded	Excluded	Excluded	Excluded
Enterprise Data Warehouse (EDW)	Excluded	Excluded	Open	Open	Open	Open	Open	Open	Open
Module 1 (M1)	Excluded	Excluded	Excluded	Contingent	Open	Open	Open	Open	Open
Module 2 (M2)	Excluded	Excluded	Excluded	Contingent	Open	Open	Open	Open	Open
Module 3 (M3)	Excluded	Excluded	Excluded	Contingent	Open	Open	Open	Open	Open
Module 4 (M4)	Excluded	Excluded	Excluded	Contingent	Open	Open	Open	Open	Open
Module 5 (M5)	Excluded	Excluded	Excluded	Contingent	Open	Open	Open	Open	Open
*Allows for same Vendor to have both IS/IP and EDW. If the EDW Vendor is not the IS/IP Vendor the EDW Vendor may be awarded future modules.									
Legend									
Excluded: Awarded Vendor(s) are excluded from bidding on subsequent modules within the overall program.									
Open: Awarded Vendor(s) are not excluded from bidding on subsequent modules within the overall program.									
Contingent: EDW Vendor's ability to be awarded future modules is contingent upon the award of the IS/IP contract.									

ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

14. Type of Contract Contemplated

- a.** The payment structure of the resulting contract will have fixed price deliverables, in addition to task orders with fixed price.
- b.** The State of Florida's performance and obligation to pay under the Contract resulting from this solicitation is contingent upon an annual appropriation by the Legislature.

15. Term of Contract

- a.** The Agency anticipates a seven (7) year Contract to begin April 30, 2020. The begin date of this Contract is subject to change based on its actual execution date.
- b.** In accordance with Section 287.057(13), F.S., the Contract resulting from this solicitation may be renewed for a period that may not exceed three (3) years or the term of the resulting original Contract period whichever is longer. Renewal of the resulting Contract shall be in writing and subject to the same terms and conditions set forth in the resulting original Contract. A renewal Contract may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the Agency, are subject to the availability of funds, and optional to the Agency.
- c.** Respondents shall offer renewal year pricing in its response. The Agency will not evaluate renewal year proposals as part of the evaluation and scoring process, however proposed cost, as provided in **Exhibit A-5**, Cost Proposal will be applied in the event the resulting Contract is renewed.
- d.** If the resulting Contract is renewed, it is the Agency's policy to reduce the overall payment amount by the Agency to the successful respondent by at least five percent (5%) during the period of the Contract renewal, unless it would affect the level and quality of services.

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ATTACHMENT A

INSTRUCTIONS AND SPECIAL CONDITIONS

B. Response Preparation and Content

1. General Instructions

- a. The instructions for this solicitation have been designed to help ensure that all responses are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. Information submitted in variance with these instructions may not be reviewed or evaluated.
- b. The Agency has established certain requirements with respect to responses submitted to competitive solicitations. The use of “shall”, “must”, or “will” (except to indicate futurity) in this solicitation, indicates a requirement or condition from which a material deviation may not be waived by the Agency. A deviation is material if, in the Agency’s sole discretion, the deficient response is not in substantial accord with this solicitation’s requirements, provides a significant advantage to one respondent over another, or has a potentially significant effect on the quality of the response or on the cost to the Agency. Material deviations cannot be waived. The words “should” or “may” in this solicitation indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such desirable features will not in and of itself cause rejection of a response.
- c. Respondents shall not retype and/or modify required forms and must submit required forms in the original format. Required forms are available for respondents to download at:

<http://ahca.myflorida.com/procurements/index.shtml>.

FAILURE TO SUBMIT EACH REQUIRED FORM IN ITS ORIGINAL FORMAT MAY RESULT IN REJECTION OF THE RESPONSE.

- d. A respondent shall not, directly or indirectly, collude, consult, communicate or agree with any other respondent as to any matter related to the response each is submitting. Additionally, a respondent shall not induce any other respondent to submit or not to submit a response.
- e. The costs related to the development and submission of a response to this solicitation is the full responsibility of the respondent and is not chargeable to the Agency.
- f. Joint ventures and legal partnerships shall be viewed as one (1) respondent. However, all parties to the joint venture/legal partnership shall submit all mandatory attachments and documentation required by this solicitation from respondents,

ATTACHMENT A

INSTRUCTIONS AND SPECIAL CONDITIONS

unless otherwise stated. **Failure to submit all required documentation from all parties included in a joint venture/legal partnership, signed by an authorized official, if applicable, may result in the rejection of a prospective vendor's response.**

- g.** Pursuant to Section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a Bid, Proposal, or Reply on a contract to provide any goods or services to a public entity; may not submit a Bid, Proposal, or Reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, Proposals, or Replies 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 Section 287.017, F.S. for category two for a period of thirty-six (36) months following the date of being placed on the convicted Vendor list.

2. Mandatory Response Content

The respondent shall include the documents listed in this Item with the submission of the Original Response. Violation of this provision may result in the rejection of a response.

a. Exhibit A-2, Transmittal Letter

The respondent shall complete and submit **Exhibit A-2**, Transmittal Letter as part of its response in accordance with the instructions contained therein.

b. Exhibit A-3, Required Certifications and Statements

The respondent shall complete and submit **Exhibit A-3**, Required Certifications and Statements as part of its response in accordance with the instructions contained therein.

c. Original Proposal Guarantee

- 1)** The respondent's Original Response must be accompanied by an Original Proposal Guarantee payable to the State of Florida in the amount of **\$9.37 million**. The proposal guarantee is a firm commitment the respondent shall, upon the Agency's acceptance of its response, execute such contractual documents as may be required within the time specified.
- 2)** The respondent must be the guarantor. If responding as a joint venture/legal partnership, at least one party of the joint venture/legal partnership shall be the guarantor.

ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

- 3) The proposal guarantee shall be in the form of a bond, cashier's check, treasurer's check, bank draft or certified check. The Agency will not accept a letter of credit in lieu of the Proposal Guarantee.
- 4) The Agency will not accept a copy of the Proposal Guarantee.
- 5) Proposal Guarantees will be returned upon execution of the legal Contract with the successful respondent and receipt of the performance bond required under this solicitation (See **Section A.1.**, Instructions, **Sub-Section D.**, Response Evaluation, Negotiations and Contract Award, **Item 10.**, Performance Bond).
- 6) Proposal Guarantees may be returned to respondents not considered responsive and responsible prior to execution of the legal Contract if the respondent is not participating in an administrative challenge regarding this solicitation.
- 7) Proposal Guarantees will be returned to the Official Contact Person at the address listed in **Exhibit A-2**, Transmittal Letter.
- 8) If the successful respondent fails to execute a contract within ten (10) consecutive calendar days after a contract has been presented to the successful respondent for signature, the proposal guarantee shall be forfeited to the State.
- 9) The proposal guarantee must not contain any provisions that shorten the time from bringing an action to a time less than that provided by the applicable Florida Statute of Limitations (see Section 95.03, F.S.).

d. Financial Information

In order to demonstrate financial stability, the respondent shall submit its two (2) most recent audited financial statements or its most recent Dunn & Bradstreet (D&B) Report.

1) Audited Financial Statements

If the respondent is a subsidiary of a parent organization, the respondent may submit the two (2) most recent audited financial statements of its parent entity. Audited financial statements of the parent organization in lieu of the respondent must include an organizational chart representing the relationship between the respondent and

ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

the parent entity. Respondents submitting audited financial statements shall submit the following:

- a) A copy of the respondent's two (2) most recent audited financial statements (or parent organization's audited financial statements with organizational chart). If the most recent audit contains columns for the current and previous year on the balance sheet, income statement, and statement of cash flows, then only the most recent year's audit is required.
- b) Audited financial statements must be current. The period covered by the most recent audit cannot be more than one (1) fiscal year and one hundred twenty (120) calendar days old from the solicitation advertisement date.
- c) The audit must contain a signed audit statement (Audit Opinion) from a Certified Public Accountant (CPA) and the statement cannot contain an Adverse Opinion or a Disclaimer of Opinion from the CPA.

2) Dun & Bradstreet (D&B) Report

Respondents shall submit a complete Dun & Bradstreet ("D&B") report or complete D&B report of its parent entity which at a minimum shall include the Business and Executive Summaries, Credit Class Score, Financial Stress Score, and Paydex Score portions of the report. The D&B report cannot be more than twelve (12) months old at the time of response to this solicitation.

- 3) Respondents who submit audited financial statements or a D&B report for their parent entity pursuant to 1) or 2) above shall demonstrate the sufficiency of the parent's commitment to maintain the Respondent's financial viability through the life of the anticipated Contract to the satisfaction of the Agency during negotiations.

e. Exhibit A-4, Submission Requirements and Evaluation Criteria (Technical Response)

- 1) Respondents shall complete and submit **Exhibit A-4, Submission Requirements and Evaluation Criteria Components (Technical Response)** and applicable attachments/exhibits as part of its response.

ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

- 2) Respondents shall comply with the instructions for completing **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response) which are contained therein.

f. Exhibit A-5 Cost Proposal

The respondent shall complete and submit **Exhibit A-5**, Cost Proposal, as part of its response in accordance with the instructions contained therein.

g. Exhibit A-5-a, Detailed Budget

The respondent shall complete and submit **Exhibit A-5-a**, Detailed Budget, as part of its response in accordance with the instructions contained therein.

h. Exhibit A-6, Summary of Respondent Commitments

The respondent shall complete and submit **Exhibit A-6**, Summary of Respondent Commitments, as part of its response in accordance with the instructions contained therein.

3. Additional Response Content

Exhibit A-7, Certification of Drug-Free Workplace Program

The State supports and encourages initiatives to keep the workplace of Florida's suppliers and contractors drug free. Section 287.087, F.S. provides that, where identical tie Proposals are received, preference shall be given to a Proposal received from a respondent that certifies it has implemented a drug-free workplace program. If applicable, the respondent shall sign and submit **Exhibit A-7**, Certification of Drug-Free Workplace Program, to certify that the respondent has a drug-free workplace program.

C. Response Submission Requirements

1. Hardcopy and Electronic Submission Requirements

a. General Provision

Electronic submissions via MyFloridaMarketPlace will not be accepted for this solicitation.

b. Hardcopies of the Response

1) Original Response

The respondent shall submit **one (1) Original Response**. The Original Response shall be marked as the "Original"

ATTACHMENT A

INSTRUCTIONS AND SPECIAL CONDITIONS

and contain the Transmittal Letter (**Exhibit A-2**) that bears the original signature of the binding authority. The box that contains the Original Response shall be marked “**Contains Original**”. All forms requiring signature shall bear an original signature with the original response.

2) Duplicate Copy of the Original Response

The respondent shall submit **one (1) duplicate copy** of the Original Response.

3) Packaging and Delivery

a) Hard copy responses shall be bound individually and submitted in no more than one (1), three-inch, three-ring binder or secured in a similar fashion to contain pages that turn easily for review.

b) Each component of the hard copy response shall be clearly labeled and tabbed in the order specified below:

- (1) **Exhibit A-2**, Transmittal Letter;
- (2) **Exhibit A-3**, Required Certifications and Statements;
- (3) Original Proposal Guarantee **Note:** The Original Proposal Guarantee must be provided in the Original Response;
- (4) Financial Information;
- (5) **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response);
- (6) **Exhibit A-5**, Cost Proposal;
- (7) **Exhibit A-5-a**, Detailed Budget;
- (8) **Exhibit A-6**, Summary of Respondent Commitments; and
- (9) **Exhibit A-7**, Certification of Drug-Free Workplace Program (if applicable).

c) Hard copy responses shall be double sided.

d) Hard copy responses must be submitted in a sealed package (i.e., outer boxes must be sealed, individual binders within the box do not require individual sealing), to the Procurement Officer identified in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 5.**, Procurement Officer, no later than the time indicated in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline.

ATTACHMENT A

INSTRUCTIONS AND SPECIAL CONDITIONS

- e) Hard copy responses shall be submitted via United States (U.S.) mail, major commercial courier, or hand delivery. Responses sent by fax or email will not be accepted.
- f) The Agency will not consider responses received after the date and time specified in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline, and any such responses will be returned to the respondent unopened.

c. Electronic Copy of the Response

- 1) The respondent shall submit two (2) identical electronic copies of the entire response on two (2) separate USB flash drives.
- 2) The electronic copies of the response, including all attachments, shall be submitted as Portable Document Format (PDF) documents. The PDF documents must be searchable, allow printing and must not be password protected (unlocked).
- 3) The electronic copies of the PDF documents shall be saved on the USB flash drives, with each component listed below saved separately in individual file folders:
 - (a) **Exhibit A-2**, Transmittal Letter;
 - (b) **Exhibit A-3**, Required Certifications and Statements;
 - (c) Financial Information;
 - (d) **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response) and applicable attachments/exhibits;
 - (e) **Exhibit A-5**, Cost Proposal;
 - (f) **Exhibit A-5-a**, Detailed Budget;
 - (g) **Exhibit A-6**, Summary of Respondent Commitments; and
 - (h) **Exhibit A-7**, Certification of Drug-Free Workplace Program (if applicable).
- 4) In addition to the PDF submission, the following exhibits shall also be submitted in Microsoft Excel 2016, utilizing the Agency provided templates and shall be saved on the USB flash drives:
 - (a) **Exhibit A-5**, Cost Proposal;
 - (b) **Exhibit A-5-a**, Detailed Budget; and

ATTACHMENT A

INSTRUCTIONS AND SPECIAL CONDITIONS

- (c) **Exhibit A-6**, Summary of Respondent Commitments.

5) **Electronic Redacted Copies**

- (a) The respondent shall submit an electronic redacted copy of the response suitable for release to the public in one (1) PDF document on each of the USB flash drives. The electronic copy shall be saved in a separate file folder on the USB flash drive from the rest of the response. The file folder shall be identified as “Redacted Version Suitable for Public Release”.
- (b) The PDF document must be searchable, allow printing, and must not be password protected (unlocked).
- (c) Any confidential or trade secret information covered under Section 812.081, F.S., should be redacted as described below. The redacted response shall be marked as the “redacted” copy.

2. **Confidential or Exempt Information**

- a. All submittals received by the date and time specified in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline, become the property of the State of Florida and are public records subject to the provisions of Chapter 119, F.S. The State of Florida shall have the right to use all ideas, or adaptations of the ideas, contained in any response received in relation to this solicitation. Selection or rejection of the response shall not affect this right.
- b. A respondent that asserts that any portion of the response is confidential or exempt from disclosure under Chapter 119, Florida Statutes., shall clearly mark each page of such portion as follows:
 - 1) Pages containing trade secret shall be marked “Trade secret as defined in Section 812.081, Florida Statutes”. Respondents who fail to identify trade secret as directed herein acknowledge and agree that they waive any right or cause of action, civil or criminal, against the Agency, its employees, and its representatives, for the release or disclosure of trade secret information not so identified. Respondents shall not mark their entire response as trade secret. The Agency may reject a response that is so marked.

ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

- 2)** Pages that do not contain trade secret but are otherwise exempt or confidential shall be marked “exempt” or “confidential,” followed by the statutory basis for such claim. For example: “The information on this page is exempt from disclosure pursuant to Section 119.071(3)(b), Florida Statutes.”
 - 3)** Failure to identify and mark such portions as directed above shall constitute a waiver of any claimed exemption and the Agency will provide any unmarked records in response to public records requests for those records without notifying the respondent. Designating material simply as “proprietary” will not necessarily protect it from disclosure under Chapter 119, Florida Statutes.
- c.** All information included in the response (including, without limitation, technical and cost information) and any resulting Contract that incorporates the successful response (fully, in part, or by reference) shall be a matter of public record regardless of copyright status. Submission of a response to this solicitation that contains material for which the respondent holds a copyright shall constitute permission for the Agency to reproduce and disclose such material for the Agency’s internal use, and to make such material available for inspection pursuant to a public records request.
 - d.** If a public records request is submitted to the Agency for responses submitted to this solicitation, the respondent agrees that the Agency may release the redacted response without conducting any pre-release review of the redacted response.
 - e.** Unless otherwise prohibited by law, the Agency will notify the respondent if a requestor contests the respondent’s determination that information is confidential or exempt and asserts a right to the information under Chapter 119, F.S. or other law. The respondent bears sole responsibility for supporting and defending its determination. If an action is brought against the Agency in any appropriate judicial forum contesting the respondent’s determination of confidentiality or the redactions made by the respondent to its response, the respondent agrees that the Agency has no duty to defend against such claims and may elect not to do so, and may elect to release an un-redacted version of the response. By submitting a response, the respondent agrees to protect, defend, hold harmless and indemnify the Agency for any and all claims arising from or relating to the respondent’s determinations of confidentiality or redaction, including the payment of any attorneys’ fees or costs assessed against the Agency.

ATTACHMENT A

INSTRUCTIONS AND SPECIAL CONDITIONS

D. Response Evaluation, Negotiations and Contract Award

1. Response Clarification

The Agency reserves the right to seek written clarification from a respondent of any information contained in the response or to request missing items from a response. However, it is a respondent's obligation to submit an adequately written reply for the Agency to evaluate. The Agency will have no duty to conduct discussions or attempt to clarify ambiguities in the respondent's reply if the respondent is not in the competitive range of respondents selected for negotiations.

2. Responsive Reply Determination

A "responsive reply" means a reply submitted by a **responsive and responsible vendor**, which conforms in all material aspects to the solicitation [Section 287.012(26), F.S.]. A "responsible vendor" means a vendor who has the capacity in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance [287.012(25), F.S.]. The Procurement Officer may rely on any facts available to make a determination at any time prior to award as to whether a vendor is a responsible vendor. The Agency reserves the right to contact sources outside the reply to obtain information regarding past performance or other matters relevant to responsibility.

3. Non-Scored Requirements

a. Transmittal (Cover) Letter

The Agency will review responses to this solicitation to determine if the respondent included in its response, **Exhibit A-2**, Transmittal Letter from each required party.

b. Required Certifications and Statements

The Agency will review responses to this solicitation to determine if the respondent included in its response, **Exhibit A-3**, Required Certifications and Statements.

c. Original Proposal Guarantee

The Agency will review responses to this solicitation to determine if the respondent included in its response, an Original Proposal Guarantee in the appropriate amount, as specified in **Section A.1.**, Instructions, **Sub-Section B.**, Response Preparation and Content, **Item 2.**, Mandatory Response Content, **Sub-Item c.**

ATTACHMENT A

INSTRUCTIONS AND SPECIAL CONDITIONS

d. Cost Proposal and Detailed Budget

The Agency will review responses to this solicitation to determine if the respondent included in its response, the following, as specified in **Section A.1.**, Instructions, **Sub-Section B.**, Response Preparation and Content, **Item 2.**, Mandatory Response Content, **Sub-Items f. and g.**:

- **Exhibit A-5**, Cost Proposal
- **Exhibit A-5-a** Detailed Budget

Cost proposals will not be evaluated during the evaluation phase. The Agency will review and consider the cost proposals submitted by respondents who are invited to negotiations during the negotiation phase.

e. Summary of Respondent Commitments

The Agency will review responses to this solicitation to determine if the respondent included in its response, **Exhibit A-6**, Summary of Respondent Commitments, as specified in **Section A.1.**, Instructions, **Sub-Section B.**, Response Preparation and Content, **Item 2.**, Mandatory Response Content, **Sub-Item h.**

4. Financial Evaluation - Pass/Fail

a. Financial Statements

The respondent will be deemed to have met the mandatory requirement of financial stability if it meets all three (3) of the minimum financial ratio thresholds listed below in the most recent year or if it meets two (2) of the three (3) minimum financial ratio thresholds for the two (2) most recent years.

1) A positive current ratio of at least one (1.0). The current ratio is determined by dividing current liabilities into current assets.

- a) Current assets are those held for conversion within a year or less, such as cash, temporary investments, receivables, inventory, and prepaid expenses. Board designated assets of cash or near cash instruments, where the board of directors has the option to change the authorized use of the assets and the assets are otherwise unencumbered as disclosed by the auditor, can be considered current assets for this calculation.

ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

- b) Current liabilities are short-term debts and unearned revenues to be paid out of current assets within a year or less.

- 2) A positive tangible net worth as determined by the balance sheet. This shall be determined as equity (total assets less total liabilities) net of intangible assets. An intangible asset is a capital asset having no physical existence, its value being dependent on the rights that possession confers upon the owner. Examples include goodwill and trademarks.

- 3) A positive operating cash flow. This shall be determined by whether or not the cash flow from operations reported on the statement of cash flows is positive.

b. Dunn & Bradstreet (D&B) Report

Agency staff will evaluate the respondent on its Paydex, Financial Stress, and Credit Scores from the D&B report. Scores will be based on **Table 3**, Responsibility Stability Score, below, for each category. A score of 5 in any of the three (3) categories will result in a determination that financial stability is not met. In order to be deemed financially stable, the respondent's average score of the three (3) categories must be 3.0 or lower.

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**ATTACHMENT A
INSTRUCTIONS AND SPECIAL CONDITIONS**

TABLE 3

RESPONDENT STABILITY SCORE

Paydex Score	Financial Stress Score	Delinquency Predictor/Commercial Credit Score	Respondent Stability Score
90 or higher	1570-1875	580-670	= 1
80-89	1510-1569	530-579	= 2
70-79	1450-1509	481-529	= 3
50-69	1340-1449	453-480	= 4
49 or lower	1339 or lower	452 or lower	= 5 (Automatically Fails Financial Stability Review)

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ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

5. Scored Requirements – Evaluation Criteria

a. Technical Response Evaluation

- 1)** Each evaluator will evaluate responses independently of the other evaluators and award points based on the criteria and points scale indicated in **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response) for the detailed evaluation criteria components.
- 2)** Each response will be individually scored by at least three (3) evaluators, who collectively have experience and knowledge in the program areas and service requirements for which contractual services are sought by this solicitation. The Agency reserves the right to have specific Submission Requirement Components (SRCs) of the responses evaluated by less than three (3) individuals.
- 3)** The scores of independent evaluators will be computed to determine a total score based on the detailed evaluation criteria components indicated in **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response) and the weight factor specified in **Table 4**, Technical Response Summary Score Sheet, below.

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ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

TABLE 4						
TECHNICAL RESPONSE SUMMARY SCORE SHEET						
		Maximum Raw Score Possible		Weight Factor		Maximum Points Possible
SRC# 1	Table of Contents	-		-		-
SRC# 2	Executive Summary	-		-		-
SRC# 3	Organizational and Structure History	-		-		-
SRC# 4	Vendor Qualifications	20	X	4	=	80
SRC# 5	Sanctions	10	X	1	=	10
SRC# 6	Security Rating Score	5	X	4	=	20
SRC# 7	Business Solution Requirements	60	X	1	=	60
SRC# 8	Solution Wide Requirements	15	X	1	=	15
SRC# 9	Disaster Recovery and Business Continuity	15	X	2	=	30
SRC# 10	Performance Standards	10	X	2	=	20
SRC# 11	Solution Component ODS Requirements	25	X	4	=	100
SRC# 12	Solution Component Data Store Requirements	15	X	4	=	60
SRC# 13	Solution Component Specific Requirements	20	X	3	=	60
SRC# 14	Project Management Life Cycle Requirements	10	X	2	=	20
SRC# 15	System Delivery Life Cycle Phase Requirements	45	X	2	=	90
SRC# 16	Security Life Cycle	20	X	2	=	40
SRC# 17	Certification Life Cycle	30	X	2	=	60
SRC# 18	Other Project Services	10	X	2	=	20
SRC# 19	Project Artifact Requirements	25	X	2	=	50
SRC# 20	Deliverables and Deliverable Requirements	40	X	2	=	80
SRC# 21	Project Life Cycle Review	10	X	2	=	20
SRC# 22	Data Management Requirements	20	X	3	=	60
SRC# 23	Additional Innovation Opportunities (not evaluated)	N/A		N/A		N/A
SRC# 24	Vendor Staffing Requirements	20	X	3	=	60
SRC# 25	EDW Solution Turnover	45	X	1	=	45
Technical Response		470		TOTAL:		1000

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ATTACHMENT A

INSTRUCTIONS AND SPECIAL CONDITIONS

6. Ranking of Responses

- a. A total score will be calculated for each response based on the total maximum points available as included in **Table 4**, Technical Response Summary Score Sheet, above.
- b. The total point scores will be used to rank the responses.

7. Negotiation Process

- a. The scores from the evaluation process shall be used to determine the respondents with whom the negotiation team will negotiate. The negotiation team shall not utilize the evaluation scores in determining best value.
- b. The Agency will negotiate with the two (2) highest ranked respondents (competitive range). However, the Agency may choose not to negotiate with a respondent whose score is lower than seventy-five percent (75%) of the highest score earned by any respondent to this solicitation.
- c. The Agency may review any and all data available to the Agency including but not limited to Agency held data and respondents' performance-based information for use in negotiations.
- d. The Agency's negotiation team will conduct negotiation strategy sessions pursuant to Section 286.0113, F.S. Negotiation strategy includes determining best value criteria and developing award recommendation(s). During its strategy sessions, the Agency's negotiation team will develop a recommendation as to the award that will provide the best value (as defined in Section 287.012(4), F.S.) to the State.
- e. Negotiation sessions will include discussions of the scope of services to be provided by the respondent until acceptable terms and conditions are agreed upon, or it is determined that an acceptable agreement cannot be reached. The Agency will negotiate the terms and conditions determined to be the best value to the State according to Section 287.012(4), F.S., including, but not limited to price/cost, quality, design, and service delivery.
- f. At least one (1) authorized official who has the authority to bind the respondent to a contract must be present at each negotiation session. The authorized official(s) must be the Official Contact Person or Alternate Contact Person named in **Exhibit A-2**, Transmittal Letter.

ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

- g.** The Agency reserves the right at any time during the negotiation process to:

 - 1)** Negotiate concurrently or sequentially with competing respondents.
 - 2)** Schedule additional negotiation sessions with any or all responsive respondents.
 - 3)** Require any or all responsive respondents to provide additional, revised, or final written replies addressing specific topics, including modifications to the solicitation specifications, terms or conditions, or business references.
 - 4)** Require any or all responsive respondents to provide a written best and final offer or offers.
 - 5)** Require any or all responsive respondents to address services, prices, or conditions offered by any other respondents.
 - 6)** Decline to conduct further negotiations with any respondent.
 - 7)** Re-open negotiations with any responsive respondent.
 - 8)** Take any additional, administrative steps deemed necessary in determining the final award, including additional fact-finding or negotiations where necessary and consistent with the terms of this solicitation.
 - 9)** Review and rely on relevant information contained in the responses.
 - 10)** Request pricing options or models different from the initial Cost Proposal submission. This information may be used in negotiations to determine the best pricing solution to be used in the resulting Contract.
- h.** The Agency has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the responsive respondent or respondents affected.
- i.** In the event the Agency cannot reach agreement with a respondent who has been invited to negotiation and/or a respondent withdraws its response during the negotiation phase, the Agency reserves the right to invite the next top ranking respondent to negotiations to ensure that the Agency can enter into a contract.

ATTACHMENT A

INSTRUCTIONS AND SPECIAL CONDITIONS

8. Selection Criteria for Determining Best Value

In addition to the criteria of price, quality, design, and workmanship provided in Section 287.012(4), Florida Statutes, the Agency's negotiation team shall determine the best value selection criteria which include, but are not limited to:

- Respondent's articulation of their project approach, the innovation of the approach, and the ability of the approach to align with the Agency's Strategic Plan;
- Respondent's articulation on how their solution and services are aligned to industry best practices and ability to meet the requirements of this solicitation and FX vision as described in the Agency's Strategic Plan;
- Respondent references and track record working in large scale complex project environments and implementing similar systems to the one (1) specified in this solicitation;
- Respondent's ability to demonstrate and present improved outcomes and positive return on investment to the Agency;
- Respondent's articulation of their pricing, in terms of being reasonable and justified over the lifetime of this Contract as well as within the appropriated budget;
- Respondent's articulation of their solution to scale up with the pace of modularity;
- Respondent's articulation of the experience and skills of proposed staff relative to the proposed approach and solution;
- Respondent's ability to demonstrate tangible benefits through process optimization, innovation and automation;
- Respondent's ability to demonstrate how they are able to collaborate with other vendors and meet the intent and objectives as laid out in the Agency's Strategic Plan; and
- Respondent's ability to demonstrate how they plan to work with the Agency and conduct themselves in a manner which promotes healthy, non-restrictive competition and innovations from other vendors for any future procurements.

ATTACHMENT A

INSTRUCTIONS AND SPECIAL CONDITIONS

9. Number of Awards

The Agency anticipates the issuance of one (1) contract as a result of this solicitation for all services included within the Scope of Services. The Agency, at its sole discretion, shall make this determination.

10. Posting of Notice of Intent to Award

Tabulation of Results, with the recommended Contract award, will be posted and will be available for review by interested parties at the time and location specified in **Section A.1.**, Instructions, **Sub-Section A. Overview, Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline, and will remain posted for a period of seventy-two (72) hours, not including weekends or State observed holidays. Any respondent desiring to protest the recommended Contract award must file a notice of protest to the Procurement Officer identified in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 5.**, Procurement Officer.

Any formal protest must be filed with the Agency Clerk, at the following address:

Agency for Health Care Administration
C/O Agency Clerk
2727 Mahan Drive, MS #3
Building 3, Room 3407C
Tallahassee, Florida 32308

Any formal protest must be filed within the time prescribed in Section 120.57(3) F.S. and Rule 28-110, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or failure to post the bond or other security required by law, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

After submittal of the Notice of Intent to Protest, all communication regarding the solicitation must be submitted to the Agency's General Counsel Office.

11. Performance Bond

- a. A performance bond in the amount of ten percent (10%) of the total annual amount of the resulting Contract shall be furnished to the Agency by the successful respondent. The bond must be furnished to the Procurement Officer identified in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 5.**, Procurement Officer, within thirty (30) calendar days after execution of the resulting Contract and prior to commencement of any work under the resulting Contract. Thereafter, the bond shall be furnished on an annual basis, thirty (30) calendar days prior to the new Contract year and be in the amount of ten percent (10%) of the current annual Contract amount. A copy of all performance bonds shall be

ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

submitted to the Agency's Contract Manager. The performance bond must not contain any provisions that shorten the time for bringing an action to a time less than that provided by the applicable Florida Statute of Limitations. See Section 95.03, F.S.

- b.** No payments will be made to the successful respondent until an acceptable performance bond is furnished to the Agency. The performance bond shall remain in effect for the full term of the resulting Contract, including any renewal period. The Agency shall be named as the beneficiary of the successful respondent's bond. The bond shall provide that the insurer or bonding company(s) pay losses suffered by the Agency directly to the Agency.
- c.** The cost of the performance bond will be borne by the successful respondent.
- d.** Should the successful respondent terminate the resulting Contract prior to the end of the resulting Contract period, an assessment against the bond will be made by the Agency to cover the costs of issuing a new solicitation and selecting a new Vendor. The successful respondent agrees that the Agency's damages in the event of termination by the successful respondent shall be considered to be for the full amount of the bond. The Agency need not prove the damage amount in exercising its right of recourse against the bond.

12. Federal Approval

Approval from the Centers for Medicare and Medicaid Services (CMS) is required before the Agency will execute a contract resulting from this solicitation. Every effort will be made by the Agency both before and after award to facilitate rapid approval.

13. Contract Execution

- a.** This solicitation, including all its addenda, the Agency's written response to written questions, and the successful respondent's response, including information provided through negotiations, shall be incorporated by reference in the final Contract document.
- b.** The successful respondent shall perform its contracted duties in accordance with the resulting Contract, this solicitation, including all addenda, the successful respondent's response to this solicitation, and information provided through negotiations. In the event of conflict among resulting contract documents, any identified inconsistency in the resulting Contract shall be resolved by giving precedence in the following order:

ATTACHMENT A

INSTRUCTIONS AND SPECIAL CONDITIONS

- 1) Scope of Services (**Attachment B**);
 - 2) AHCA's Standard Contract (**Exhibit A-8**);
 - 3) The Invitation to Negotiate, including all Addenda;
 - 4) General Conditions (PUR 1000);
 - 5) General Instructions to Respondents (PUR 1001); and
 - 6) Respondent's Proposal.
- c. The successful respondent shall be registered with the Florida Department of State as an entity authorized to transact business in the State of Florida by the effective date of the resulting Contract.
- d. The Agency reserves the right to amend the resulting Contract within the scope set forth in this solicitation (to include the original Contract and all attachments) in order to clarify requirements.

A.2 Special Terms and Conditions

A. Information Technology

1. Agency Contract Managers shall be responsible for submitting and managing the successful respondent's staff requests or needs for access connectivity to any and all of the Agency's data communications networks, and the relevant information systems attached to this network, in accordance with all applicable Agency policies, standards and guidelines. The successful respondent shall notify the Agency of termination of any staff with access to the Agency's network within twenty-four (24) hours of the termination.
2. Successful respondent staff that have access connectivity to the Agency's data communications network shall be required to complete Agency Security Awareness Training and Agency HIPAA Training. The successful respondent shall also be required to sign an Acceptable Use Acknowledgement Form and submit the completed form to the Agency's Information Security Manager (ISM). The requirements described in this Item must be completed before access to the Agency's network is provided.
3. Internet applications must be compatible with all internet browsers recognized by the World Wide Web Consortium, <http://www.w3.org/>. The successful respondent shall deploy the system to be browser agnostic while keeping up with the most current versions of Internet browser releases in coordination with the Agency's Division of IT standards. Chrome, Firefox, Edge, Safari and Internet Explorer are the most commonly used browsers. Compatibility is required by the successful

ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

respondent with all supported versions within six (6) months of the browser's official release.

4. In order to enable the Agency to effectively measure and mitigate the successful respondent's security risks, the Agency shall conduct an initial IT security risk score scan on the successful respondent, as well as periodic or continuous security monitoring through an information security rating service, at the Agency's expense. If the successful respondent does not maintain a top tier security rating score, the Agency will impose liquidated damage(s) and/or other applicable sanction(s). A top tier rating score is one within the top twenty percent (20%) of the available scoring range. The Agency, at its discretion, may extend this monitoring to subcontractors of the successful respondent.
5. The successful respondent must adhere to the Driver Privacy Protection Act (DPPA) rules that address a memorandum of understanding and security requirements as well as other requirements contained in Rule.
6. **Development Requirements**
 - a. Comments will be used in the code to help other developers to understand the coding methodology/logic that was used.
 - b. Proper exception handling is required.
 - c. Usage of Session and Cache should be limited.
 - d. Hard coded values are not allowed for referencing the shared resource address and name. This includes: URL (Uniform Resource Locator) name, file path, email address, database connection string, etc.
 - e. All code shall be submitted to the Agency by the successful respondent for standards review prior to user testing. This code review requires a personal presentation by the successful respondent's coder(s).

B. Venue

1. By responding to this solicitation, in the event of any legal challenges to this procurement, respondents agree and will consent that hearings and depositions for any administrative or other litigation related to this procurement shall be held in Leon County, Florida. The Agency, in its sole discretion, may waive this venue for depositions.
2. Respondents (and their successors, including but not limited to their parent(s), affiliates, subsidiaries, subcontractors, assigns, heirs, administrators, representatives and trustees) acknowledge that this solicitation (including but not limited to the resulting Contract, exhibits, attachments, or amendments) is not a rule nor subject to rulemaking under

ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

Chapter 120 (or its successor) of the Florida Statutes and is not subject to challenge as a rule or non-rule policy under any provision of Chapter 120, F.S.

3. The Contract resulting from this solicitation shall be delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of the resulting Contract shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision shall be found ineffective, then to the extent of such prohibition or invalidity, that provision shall be severed without invalidating the remainder of such provision or the remaining provisions of the resulting Contract.
4. The exclusive venue and jurisdiction for any action in law or in equity to adjudicate rights or obligations arising pursuant to or out of this procurement or the resulting Contract for which there is no administrative remedy shall be the Second Judicial Circuit Court in and for Leon County, Florida, or, on appeal, the First District Court of Appeal (and, if applicable, the Florida Supreme Court). Any administrative hearings hereon or in connection herewith shall be held in Leon County, Florida.

5. Attorney's Fees

In the event of a dispute, each party to the Contract resulting from this solicitation shall be responsible for its own attorneys' fees, except as otherwise provided by law.

6. Legal Action Notification

The successful respondent shall give the Agency, by certified mail, immediate written notification (no later than thirty (30) calendar days after service of process) of any action or suit filed or of any claim made against the successful respondent by any subcontractor, vendor, or other party that results in litigation related to the Contract resulting from this solicitation for disputes or damages exceeding the amount of **\$50,000.00**. In addition, the successful respondent shall immediately advise the Agency of the insolvency of a subcontractor or of the filing of a petition in bankruptcy by or against a principal subcontractor.

7. Damages for Failure to Meet Contract Requirements

In addition to remedies available through the Contract resulting from this solicitation, in law or equity, the successful respondent shall reimburse the Agency for any Federal disallowances or sanctions imposed on the Agency as a result of the successful respondent's failure.

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ATTACHMENT A

INSTRUCTIONS AND SPECIAL CONDITIONS

C. General Definitions

AHCA or AGENCY – State of Florida, Agency for Health Care Administration (AHCA), its employees acting in their official capacity, or its designee.

BUSINESS DAY – Also called Work Day. A day scheduled for regular State of Florida employees to work; Monday through Friday except holidays observed by regular State of Florida employees. Timeframes in this solicitation requiring completion within a number of business days shall mean by 5:00 P.M. Eastern Standard Time on the last work day.

CALENDAR DAY – A twenty-four (24) hour period between midnight and midnight, regardless of whether or not it occurs on a weekend or holiday.

CALENDAR YEAR – A twelve (12) month period of time beginning on January 1 and ending on December 31.

CAN – Used to express non-mandatory provisions; words denote the permissive.

CONTRACT – The written, signed agreement resulting from, and inclusion of, this solicitation, any subsequent amendments thereto and the respondent's Proposal.

CONTRACT MANAGER – The Agency individual responsible for safeguarding state and federal funds, deriving maximum return from those funds, and monitoring Vendor compliance with applicable laws and contract terms.

DAY – Calendar day, unless specified as a business day.

EST - Eastern Standard Time.

DISASTER RECOVERY PLAN AND BUSINESS CONTINUITY PLAN – A contingency plan to support continued business processing through adequate alternative facilities, equipment, backup files, documentation and procedures in the event that there is data corruption, or the primary processing site is lost to the successful respondent.

FISCAL YEAR (FY) – The period used to calculate an annual budget or financial statements for a year. The State of Florida fiscal year is the twelve (12) month period beginning July 1 and ending June 30.

HIPAA (THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996) – A Federal law that includes requirements to protect patient privacy, to protect security of electronic medical records, to prescribe methods and formats for exchange of electronic medical information, and to uniformly identify providers.

RECIPIENT - A person who has been determined to be eligible for Medicaid assistance in accordance with the State plan(s) under Title XIV and Title XIX of the Social Security Act, Title V of the Refugee Education Assistance Act, and/or Title IV of the immigration and Nationality Act.

ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

SOC 2 TYPE II AUDIT – Service Organization Control (SOC) 2 Type II is an audit of the internal controls of a service organization according to specifications defined by the American Institute of Certified Public Accountants.

STATE – State of Florida.

SUBCONTRACT – An agreement entered into for provision of services on behalf of the successful respondent as related to this solicitation.

SUBCONTRACTOR – Any entity contracting with the successful respondent to perform the services or to fulfill any of the requirements requested in this solicitation or any entity that is a subsidiary of the successful respondent that performs the services or fulfills the requirements requested in this solicitation.

TITLE XXI – Section of the Social Security Act authorizing the Children’s Health Insurance Program (CHIP).

WORK DAY – see *Business Day*.

VENDOR – the respondent awarded a contract resulting from this solicitation.

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**EXHIBIT A-1
TRANSMITTAL LETTER**

Exhibit A-1, Questions Template is available for respondents to download at:

<http://ahca.myflorida.com/procurements/index.shtml>.

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**EXHIBIT A-2
TRANSMITTAL LETTER**

Exhibit A-2, Transmittal Letter is available for respondents to download at:

<http://ahca.myflorida.com/procurements/index.shtml>

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**EXHIBIT A-3
REQUIRED CERTIFICATIONS AND STATEMENTS**

Exhibit A-3, Required Certifications and Statements is available for respondents to download at:

<http://ahca.myflorida.com/procurements/index.shtml>.

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EXHIBIT A-4
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA

Exhibit A-4, Submission Requirements and Evaluation Criteria is available for respondents to download at:

<http://ahca.myflorida.com/procurements/index.shtml>

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EXHIBIT A-4, SRC# 5 SANCTIONS TEMPLATE

Exhibit A-4, SRC# 5, Sanctions Template is available for respondents to download at:

<http://ahca.myflorida.com/procurements/index.shtml>

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EXHIBIT A-5 COST PROPOSAL

Exhibit A-5, Cost Proposal is available for respondents to download at:

<http://ahca.myflorida.com/procurements/index.shtml>

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**EXHIBIT A-5-a
DETAILED BUDGET**

Exhibit A-5-a, Detailed Budget is available for respondents to download at:

<http://ahca.myflorida.com/procurements/index.shtml>.

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**EXHIBIT A-6
SUMMARY OF RESPONDENT COMMITMENTS**

Exhibit A-6, Summary of Respondent Commitments is available for respondents to download at:

<http://ahca.myflorida.com/procurements/index.shtml>.

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EXHIBIT A-7
CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

Exhibit A-7, Certification of Drug-Free Workplace Program is available for respondents to download at:

<http://ahca.myflorida.com/procurements/index.shtml>.

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**EXHIBIT A-8
STANDARD CONTRACT**

**STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
STANDARD CONTRACT**

All respondents should review the contract language contained below. In responding to this solicitation, a respondent has agreed to accept the terms and conditions of the Contract contained in this Exhibit. Note: If the resulting Contract is funded with Federal funds, additional terms and conditions may be included at the time of contract award based on the specific Federal requirements.

THIS CONTRACT is entered into between the State of Florida, **AGENCY FOR HEALTH CARE ADMINISTRATION**, hereinafter referred to as the "**Agency**", whose address is 2727 Mahan Drive, Tallahassee, Florida 32308, and **VENDOR NAME** hereinafter referred to as the "**Vendor**", whose address is **VENDOR ADDRESS**, a (type of entity), to provide service description.

Table of Contents

I.	THE VENDOR HEREBY AGREES:	3
A.	General Provisions	3
B.	Florida Department of State.....	3
C.	MyFloridaMarketPlace.....	3
D.	Federal Laws and Regulations	3
E.	Prohibition of Gratuities	4
F.	Audits/Monitoring.....	4
G.	Inspection of Records and Work Performed	5
H.	Accounting	5
I.	Public Records Requests	6
J.	Communications.....	7
K.	Background Screening	7
L.	Monitoring	9
M.	Indemnification	9
N.	Insurance	10
O.	Assignments and Subcontracts	11
P.	Subcontracting	11
Q.	Return of Funds.....	12
R.	Purchasing	13
S.	Procurement of Products or Materials with Recycled Content	13
T.	Civil Rights Requirements/Vendor Assurance.....	14
U.	Equal Employment Opportunity (EEO) Compliance.....	15

**STATE OF FLORIDA
 AGENCY FOR HEALTH CARE ADMINISTRATION
 STANDARD CONTRACT**

- V. Discrimination 15
- W. Requirements of Section 287.058, Florida Statutes 15
- X. Sponsorship 18
- Y. Final Invoice 18
- Z. Use of Funds for Lobbying Prohibited..... 18
- AA. Public Entity Crime 19
- BB. Health Insurance Portability and Accountability Act 19
- CC. Confidentiality of Information 19
- DD. Employment..... 20
- EE. Work Authorization Program..... 20
- FF. Scrutinized Companies Lists..... 20
- GG. Performance of Services 21
- HH. Venue..... 21
- II. THE AGENCY HEREBY AGREES:..... 22**
- A. Contract Amount 22
- B. Contract Payment..... 22
- III. THE VENDOR AND AGENCY HEREBY MUTUALLY AGREE: 22**
- A. Termination..... 22
- B. Contract Managers 23
- C. Renegotiation or Modification 23
- D. Name, Mailing and Street Address of Payee..... 24
- E. All Terms and Conditions..... 24

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**STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
STANDARD CONTRACT**

I. THE VENDOR HEREBY AGREES:

A. General Provisions

1. To provide services according to the terms and conditions set forth in this Contract, **Attachment I**, Scope of Services, and all other attachments named herein which are attached hereto and incorporated by reference (collectively referred to herein as this "Contract").
2. To perform as an independent vendor and not as an agent, representative or employee of the Agency.
3. To recognize that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract.

B. Florida Department of State

To be registered with the Florida Department of State as an entity authorized to transact business in the State of Florida by the effective date of this Contract.

C. MyFloridaMarketPlace

1. 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 (F.S.), shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.033, Florida Administrative Code (F.A.C.), unless exempt under Rule 60A-1.033(3), F.A.C.
2. This Contract has been exempted by the Florida Department of Management Services from paying the transaction fee per Rule 60A-1.031(4)(a and b), F.A.C.

D. Federal Laws and Regulations

1. This Contract contains Federal funds, therefore, the Vendor shall comply with all applicable Federal requirements pertaining to procurement, including but not limited to Chapter 2 of the Code of Federal Regulations (CFR) and any other final or interim rules.
2. This Contract contains Federal funding in excess of **\$100,000.00**, therefore, the Vendor must, upon Contract execution, complete the Certification Regarding Lobbying Form, **Attachment III**. If a Disclosure of Lobbying Activities Form, Standard Form LLL, is required, it may be obtained from the Agency's Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying Form must be completed and returned to the Agency's Procurement Office.
3. Pursuant to 2 CFR 376, the Vendor must, upon Contract execution, complete the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Contracts/Subcontracts Form, **Attachment IV**.

ITN 001-19/20, Attachment A, Exhibit A-8, Page 3 of 25

**STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
STANDARD CONTRACT**

E. Prohibition of Gratuities

To certify that no elected official or employee of the State of Florida has or shall benefit financially or materially from this Contract in violation of the provisions of Chapter 112, F.S. This Contract may be terminated if it is determined that gratuities of any kind were either offered or received by any of the aforementioned parties.

F. Audits/Monitoring

1. The Agency may conduct, or have conducted, performance and/or compliance reviews, reviews of specific records or other data as determined by the Agency. The Agency may conduct a review of a sample of analyses performed by the Vendor to verify the quality of the Vendor's analyses. Reasonable notice shall be provided for reviews conducted at the Vendor's place of business.
2. Reviews may include, but shall not be limited to, reviews of procedures, computer systems, recipient records, accounting records, and internal quality control reviews. The Vendor shall work with any reviewing entity selected by the Agency.
3. During this Contract period, these records shall be available at the Vendor's office at all reasonable times. After this Contract period and for ten (10) years following, the records shall be available at the Vendor's chosen location subject to the approval of the Agency. If the records need to be sent to the Agency, the Vendor shall bear the expense of delivery. Prior approval of the disposition of the Vendor and subcontractor records must be requested and approved by the Agency. This obligation survives termination of this Contract.
4. The Vendor shall comply with all applicable Federal requirements pertaining to procurement, including but not limited to Chapter 2 of the CFR and any other final or interim rules with respect to audit requirements of Federal contracts administered through State and local public agencies.
5. The Vendor shall maintain and file with the Agency such progress, fiscal and inventory reports as specified in **Attachment I**, Scope of Services, and other reports as the Agency may require within the period of this Contract. In addition, access to relevant computer data and applications which generated such reports should be made available upon request.
6. The Vendor shall ensure that all related party transactions are disclosed to the Agency Contract Manager.
7. The Vendor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
8. The Vendor shall submit a SSAE 16 SOC 2 report on a yearly basis to the Agency Contract Manager.

**STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
STANDARD CONTRACT**

G. Inspection of Records and Work Performed

1. The Agency and its authorized representatives shall, at all reasonable times, have the right to enter the successful Vendor's premises, or other places where duties under this Contract are performed. All inspections and evaluations shall be performed in such a manner as not to unduly delay work. Persons duly authorized by the Agency and federal auditors, pursuant to 45 CFR, Part 74 and/or 45 CFR, Part 92, shall have full access to and the right to examine any of said records and documents.
2. The Vendor shall retain all financial records, medical records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this Contract for a period of ten (10) years after termination of this Contract, or if an audit has been initiated and audit findings have not been resolved at the end of ten (10) years, the records shall be retained until resolution of the audit findings.
3. Refusal by the Vendor to allow access to all records, documents, papers, letters, other materials or on-site activities related to this Contract performance shall constitute a breach of this Contract.
4. The right of the Agency and its authorized representatives to perform inspections shall continue for as long as the Vendor is required to maintain records.
5. The Vendor shall be responsible for all storage fees associated with all records maintained under this Contract. The Vendor is also responsible for the destruction of all records that meet the retention schedule noted above.
6. Failure to retain all records as required may result in cancellation of this Contract. The Agency shall give the Vendor advance notice of cancellation pursuant to this provision and shall pay the Vendor only those amounts that are earned prior to the date of cancellation in accordance with the terms and conditions of this Contract. Performance by the Agency of any of its obligations under this Contract shall be subject to the successful Vendor's compliance with this provision.
7. In accordance with Section 20.055, F.S., the Vendor and its subcontractors shall cooperate with the Office of the Inspector General in any investigation, audit, inspection, review or hearing; and shall grant access to any records, data or other information the Office of the Inspector General deems necessary to carry out its official duties.
8. The rights of access in this Section must not be limited to the required retention period but shall last as long as the records are retained.

H. Accounting

1. To maintain an accounting system and employ accounting procedures and practices that conform to generally accepted accounting principles and standards or other comprehensive basis of accounting principles as acceptable to the Agency. For costs associated with specific contracts under which the

**STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
STANDARD CONTRACT**

Agency must account to the federal government for actual costs incurred, the costs and charges for that contract will be determined in accordance with generally accepted accounting principles.

2. To submit annual financial audits (or parent organization's annual financial audits with organizational chart) to the Agency within thirty (30) calendar days of receipt.

I. Public Records Requests

1. To comply with Section 119.0701, F.S., if applicable, and all other applicable parts of the Florida Public Records Act.
2. To keep and maintain public records that ordinarily and necessarily would be required in order to perform services under this Contract.
3. To provide the public with access to public records on the same terms and conditions that the Agency would provide the records and at a cost that does not exceed the cost provided in Section 119.07, F.S., or as otherwise provided by law.
4. To upon request from the appropriate Agency custodian of public records, provide the Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost in Section 119.07, F.S., or as otherwise provided by law.
5. To ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract term and following completion of this Contract if the Vendor does not transfer the records to the Agency.
6. To not collect an individual's social security number unless the Vendor has stated in writing the purpose for its collection. The Vendor collecting an individual's social security number shall provide a copy of the written statement to the Agency and otherwise comply with applicable portions of Section 119.071(5), F.S.
7. To meet all requirements for retaining public records and transfer, at no cost, to the Agency all public records in possession of the Vendor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency.
8. If the Vendor does not comply with a public records request, the Agency shall enforce Contract provisions in accordance with this Contract.
9. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES,**

**STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
STANDARD CONTRACT**

TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AGENCY CUSTODIAN OF PUBLIC RECORDS FOR THIS CONTRACT. THE AGENCY CUSTODIAN OF PUBLIC RECORDS FOR THIS CONTRACT IS THE CONTRACT MANAGER.

J. Communications

1. Notwithstanding any term or condition of this Contract to the contrary, the Vendor bears sole responsibility for ensuring that its performance of this Contract fully complies with all State and Federal law governing the monitoring, interception, recording, use or disclosure of wire, oral or electronic communications, including but not limited to the Florida Security of Communications Act, Section 934.01, et seq., F.S.; and the Electronic Communications Privacy Act, 18 U.S.C. Section 2510 et seq. (hereafter, collectively, "Communication Privacy Laws").
2. Prior to intercepting, recording or monitoring any communications which are subject to Communication Privacy Laws, the Vendor must:
 - a. Submit a plan which specifies in detail the manner in which the Vendor will ensure that such actions are in full compliance with Communication Privacy Laws (the "Privacy Compliance Plan"); and
 - b. Obtain written approval, signed and notarized by the Agency Contract Manager, approving the Privacy Compliance Plan.
3. No modifications to an approved Privacy Compliance Plan may be implemented by the Vendor unless an amended Privacy Compliance Plan is submitted to the Agency, and written approval of the amended Privacy Compliance Plan is signed and notarized by the Agency Contract Manager. Agency approval of the Vendor's Privacy Compliance Plan in no way constitutes a representation by the Agency that the Privacy Compliance Plan is in full compliance with applicable Communication Privacy Laws, or otherwise shifts or diminishes the Vendor's sole burden to ensure full compliance with applicable Communication Privacy Laws in all aspects of the Vendor's performance of this Contract. Violation of this term may result in sanctions to include termination of this Contract and/or liquidated damages.
4. The Vendor agrees that it is the custodian of any and all recordings for purposes of the Public Records Act, Chapter 119, F.S., and is solely responsible for responding to any public records requests for recordings. This responsibility includes gathering, redaction, duplication and provision of the recordings as well as defense of any actions for enforcement brought pursuant to Section 119.11, F.S.

K. Background Screening

**STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
STANDARD CONTRACT**

1. To ensure that all Vendor employees including managing employees that have direct access to personally identifiable information (PII), protected health information (PHI), or financial information have a County, State, and Federal criminal background screening comparable to a level 2 background screening as described in Section 435.04, F.S., completed with results prior to employment.
2. Per Section 435.04(1)(a), F.S., level 2 screening standards include, but need not be limited to, fingerprinting for statewide criminal history records checks through the Department of Law Enforcement, and national criminal history records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
3. If the Vendor employee or managing employee was employed prior to the execution of this Contract, the Vendor shall ensure that the County, State, and Federal criminal background screening comparable to a level 2 background screening is completed with results prior to the employee accessing any PII, PHI, or financial information.
4. Any Vendor employee or managing employee with background results that are unacceptable to the State as described in Section 435.04, F.S., or related to the criminal use of PII as described in Section 817, F.S., or has been subject to criminal penalties for the misuse of PHI under 42 U.S.C. 1320d-5, or has been subject to criminal penalties for the offenses described in Section 812.0195, F.S., Section 815, F.S., Section 815.04, F.S., or Section 815.06, F.S., shall be denied employment or be immediately dismissed from performing services under this Contract by the Vendor unless an exemption is granted.
5. Direct access is defined as having, or expected to have, duties that involve access to PII, PHI, or financial information by any means including, but not limited to, network shared drives, email, telephone, mail, computer systems, and electronic or printed reports.
6. To ensure that all Vendor employees including managing employees that have direct access to any PII, PHI or financial information have a County, State, and Federal criminal background screening comparable to a level 2 background screening completed with results every five (5) years.
7. To develop and submit policies and procedures related to this criminal background screening requirement to the Agency for review and approval within thirty (30) calendar days of this Contract execution. The Vendor's policies and procedures shall include a procedure to grant an exemption from disqualification for disqualifying offenses revealed by the background screening, as described in Section 435.07, F.S.
8. To keep a record of all background screening records to be available for Agency review upon request.
9. Failure to comply with background screening requirements shall subject the Vendor to liquidated damages as described **Attachment I**, Scope of Services.

**STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
STANDARD CONTRACT**

L. Monitoring

1. To provide reports as specified in **Attachment I**, Scope of Services. These reports will be used for monitoring progress or performance of the contractual services as specified in **Attachment I**, Scope of Services.
2. To permit persons duly authorized by the Agency to inspect any records, papers, documents, facilities, goods and services of the Vendor which are relevant to this Contract.
3. To ensure that each of its employees or subcontractors who performs activities related to the services associated with this Contract will report to the Agency any health care facility that is the subject of these services that may have violated the law. To report concerns pertaining to a health care facility, the Vendor employee or subcontractor may contact the Agency Complaint Hotline by calling 1-888-419-3456 or by completing the online complaint form found at <https://apps.ahca.myflorida.com/hcfc>.
4. To ensure that each of its employees or subcontractors who performs activities related to the services associated with this Contract, will report to the Agency areas of concern relative to the operation of any entity covered by this Contract. To report concerns, the Vendor employee or subcontractor may contact the Agency Complaint Hotline by calling 1-877-254-1055 or by completing the online complaint form found at https://apps.ahca.myflorida.com/smmc_cirts/.
5. Reports which represent individuals receiving services are at risk for, or have suffered serious harm, impairment, or death shall be reported to the Agency immediately and no later than twenty four (24) clock hours after the observation is made. Reports that reflect noncompliance that does not rise to the level of concern noted above shall be reported to the Agency within ten (10) calendar days of the observation.

M. Indemnification

The Vendor agrees to indemnify, defend, and hold harmless the Agency, as provided in this Clause.

1. Scope. The Duty to Indemnify and the Duty to Defend, as described herein (collectively known as the "Duty to Indemnify and Defend"), extend to any completed, actual, pending or threatened action, suit, claim or proceeding, whether civil, criminal, administrative or investigative (including any action by or in the right of the Vendor), and whether formal or informal, in which the Agency is, was or becomes involved and which in any way arises from, relates to or concerns the Vendor's acts or omissions related to this Contract (inclusive of all attachments, etc.) (collectively "Proceeding").
 - a. Duty to Indemnify. The Vendor agrees to hold harmless and indemnify the Agency to the full extent permitted by law against any and all liability, claims, actions, suits, judgments, damages and costs of whatsoever

**STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
STANDARD CONTRACT**

name and description, including attorneys' fees, arising from or relating to any Proceeding.

- b. Duty to Defend. With respect to any Proceeding, the Vendor agrees to fully defend the Agency and shall timely reimburse all of the Agency's legal fees and costs; provided, however, that the amount of such payment for attorneys' fees and costs is reasonable pursuant to rule 4-1.5, Rules Regulating The Florida Bar. The Agency retains the exclusive right to select, retain and direct its defense through defense counsel funded by the Vendor pursuant to the Duty to Indemnify and Defend the Agency.
2. Expense Advance. The presumptive right to indemnification of damages shall include the right to have the Vendor pay the Agency's expenses in any Proceeding as such expenses are incurred and in advance of the final disposition of such Proceeding.
3. Enforcement Action. In the event that any claim for indemnity, whether an Expense Advance or otherwise, is made hereunder and is not paid in full within sixty (60) calendar days after written notice of such claim is delivered to the Vendor, the Agency may, but need not, at any time thereafter, bring suit against the Vendor to recover the unpaid amount of the claim (hereinafter "Enforcement Action"). In the event the Agency brings an Enforcement Action, the Vendor shall pay all of the Agency's attorneys' fees and expenses incurred in bringing and pursuing the Enforcement Action.
4. Contribution. In any Proceeding in which the Vendor is held to be jointly liable with the Agency for payment of any claim of any kind (whether for damages, attorneys' fees, costs or otherwise), if the Duty to Indemnify provision is for any reason deemed to be inapplicable, the Vendor shall contribute toward satisfaction of the claim whatever portion is or would be payable by the Agency in addition to that portion which is or would be payable by the Vendor, including payment of damages, attorneys' fees and costs, without recourse against the Agency. No provision of this part or of any other section of this Contract (inclusive of all attachments, etc.), whether read separately or in conjunction with any other provision, shall be construed to: (i) waive the State or the Agency's immunity to suit or limitations on liability; (ii) obligate the State or the Agency to indemnify the Vendor for the Vendor's own negligence or otherwise assume any liability for the Vendor's own negligence; or (iii) create any rights enforceable by third parties, as third party beneficiaries or otherwise, in law or in equity.

N. Insurance

1. To the extent required by law, the Vendor shall be self-insured against, or shall secure and maintain during the life of this Contract, Worker's Compensation Insurance for all its employees connected with the work of this Contract and, in case any work is subcontracted, the Vendor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under this Contract are covered by the Vendor's self-insurance program. Such self-insurance or

**STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
STANDARD CONTRACT**

insurance coverage shall comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Vendor under this Contract and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Vendor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Agency, for the protection of its employees not otherwise protected.

2. The Vendor shall secure and maintain Commercial General Liability insurance including bodily injury, property damage, personal and advertising injury and products and completed operations. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Contract, whether such services and/or operations are by the Vendor or anyone directly, or indirectly employed by it. Such insurance shall include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of this Contract and hold the State of Florida harmless from subrogation. The Vendor shall set the limits of liability necessary to provide reasonable financial protections to the Vendor and the State of Florida under this Contract.
3. All insurance policies shall be with insurers licensed or eligible to transact business in the State of Florida. The Vendor's current insurance policy(ies) shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days written notice. The Vendor shall provide thirty (30) calendar days written notice of cancellation to the Agency's Contract Manager.
4. The Vendor shall submit insurance certificates evidencing such insurance coverage prior to execution of this Contract.

O. Assignments and Subcontracts

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 Agency. No such approval by the Agency of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this Contract. All such assignments or subcontracts shall be subject to the conditions of this Contract and to any conditions of approval that the Agency shall deem necessary.

P. Subcontracting

1. To not subcontract, assign, or transfer any work identified under this Contract, without prior written consent of the Agency.
2. To not subcontract with any provider that would be in conflict of interest to the Vendor during the term of this Contract in accordance with applicable Federal and/or State laws.
3. Changes to approved subcontracts and/or subcontractors require approval in writing by the Agency's Contract Manager prior to the effective date of any subcontract.

**STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
STANDARD CONTRACT**

4. The Agency encourages Vendors to partner with subcontractors who can provide best value and the best in class solutions. However, the Vendor is responsible for all work performed under this Contract. No subcontract that the Vendor enters into with respect to performance under this Contract shall in any way relieve the Vendor of any responsibility for performance of its duties. The Vendor shall assure that all tasks related to the subcontract are performed in accordance with the terms of this Contract. If the Agency determines, at any time, that a subcontract is not in compliance with a Contract requirement, the Vendor shall promptly revise the subcontract to bring it into compliance. In addition, the Vendor may be subject to sanctions and/or liquidated damages pursuant to this Contract and Section 409.912(4), F.S. (related to sanctions).
5. All payments to subcontractors will be made by the Vendor.
6. To be responsible for monitoring the subcontractor's performance. The results of the monitoring shall be provided to the Agency's Contract Manager, fourteen (14) business days after the end of each month or as specified by the Agency. If the subcontractor's performance does not meet the Agency's performance standard according to the Agency's monitoring report or the Vendor's monitoring report, an improvement plan must be submitted to the Vendor and the Agency within fourteen (14) business days of the deficient report.
7. The State supports and encourages supplier diversity and the participation of small and minority business enterprises in State contracting, both as Vendors and subcontractors. The Agency supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this Contract enthusiastically embrace diversity. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Vendors can contact the Office of Supplier Diversity at (850) 487-0915 or online at <http://osd.dms.state.fl.us/> for information on minority Vendors who may be considered for subcontracting opportunities.
8. A minority owned business is defined as any business enterprise owned and operated by the following ethnic groups: African American (Certified Minority Code H or Non-Certified Minority Code N); Hispanic American (Certified Minority Code I or Non-Certified Minority Code O); Asian American (Certified Minority Code J or Non-Certified Minority Code P); Native American (Certified Minority Code K or Non-Certified Minority Code Q); or American Woman (Certified Minority Code M or Non-Certified Minority Code R).

Q. Return of Funds

To return to the Agency any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to the Vendor by the Agency. The Vendor shall return any overpayment to the Agency within forty (40) calendar days after either discovery by the Vendor, its independent auditor, or notification by the Agency, of the overpayment.

**STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
STANDARD CONTRACT**

R. Purchasing

1. P.R.I.D.E.

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, F.S., if available, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), F.S.; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this Agency insofar as dealings with such corporation are concerned.

The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.
12425 28th Street North, Suite 300
St. Petersburg, FL 33716
info@pride-enterprises.org
(727) 556-3300
Toll Free: 1-800-643-8459
Fax: (727) 570-3366

2. RESPECT of Florida

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S.; and, for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this Agency insofar as dealings with such qualified nonprofit agency are concerned.

The "nonprofit agency" identified is RESPECT of Florida which may be contacted at:

RESPECT of Florida
2475 Apalachee Parkway, Suite 205
Tallahassee, Florida 32301-4946
(850) 487-1471
www.respectofflorida.org

S. Procurement of Products or Materials with Recycled Content

It is expressly understood and agreed that any products which are required to carry out this Contract shall be procured in accordance with the provisions of Section 403.7065, F.S.

**STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
STANDARD CONTRACT**

T. Civil Rights Requirements/Vendor Assurance

The Vendor assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 United States Code (U.S.C.) 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
5. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
6. The Americans with Disabilities Act of 1990, Public Law (P.L.) 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
7. Chapter 409, F.S.
8. Rule 62-730.160, F.A.C. pertaining to standards applicable to generators of hazardous waste.
9. All applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 United States Code (U.S.C.) 7401 et seq.
10. The Medicare-Medicaid Fraud and Abuse Act of 1978.
11. Other Federal omnibus budget reconciliation acts.
12. The Balanced Budget Act of 1997.
13. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

The Vendor agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from funds provided through this Contract, and that it is binding upon the Vendor, its successors, transferees, and assignees for the period during which services are provided. The Vendor further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards.

**STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
STANDARD CONTRACT**

U. Equal Employment Opportunity (EEO) Compliance

To not discriminate in its employment practices with respect to race, color, religion, age, sex, marital status, political affiliation, national origin, or handicap.

V. Discrimination

Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid, Proposal, or Reply on a contract to provide any goods or services to a public entity; may not submit a Bid, Proposal, or Reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, Proposals, or Replies 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. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

W. Requirements of Section 287.058, Florida Statutes

1. To submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof.
2. Where applicable, to submit bills for any travel expenses in accordance with Section 112.061, F.S. The Agency may establish rates lower than the maximum provided in Section 112.061, F.S.
3. To provide units of deliverables, including reports, findings, and drafts, in writing and/or in an electronic format agreeable to both Parties, as specified in **Attachment I**, Scope of Services, to be received and accepted by the Contract Manager prior to payment.
4. To comply with the criteria and final date, as specified herein, by which such criteria must be met for completion of this Contract.
5. This Contract shall begin upon execution by both Parties or **BEGIN DATE**, (whichever is later) and end on **END DATE**, inclusive.
6. In accordance with Section 287.057(13), F.S., this Contract may be renewed for a period that may not exceed three (3) years or the term of the original Contract, whichever period is longer. Renewal of this Contract shall be in writing and subject to the same terms and conditions set forth in the initial Contract. A renewal Contract may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the Agency, are subject to the availability of funds, and optional to the Agency.
7. If this Contract is renewed, it is the Agency's policy to reduce the overall payment

**STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
STANDARD CONTRACT**

amount by the Agency to the Vendor by at least five percent (5%) during the period of this Contract renewal, unless it would affect the level and quality of services.

8. The Vendor agrees that the Agency may unilaterally cancel this Contract for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with this Contract, unless the records are exempt from Section 24(a) of Article I of the State Constitution and the Florida Public Records Act, Chapter 119, F.S.
9. To comply with Patents, Royalties, Copyrights, Right to Data, and Works for Hire/Software requirements as follows:
 - a. The Vendor, without exception, shall indemnify and hold harmless the Agency and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unattended invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the Vendor or is based solely and exclusively upon the Agency's alteration of the article.
 - b. The Agency will provide prompt written notification of a claim of copyright or patent infringement and shall afford the Vendor full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending, the Vendor may, at its option and expense procure for the Agency the right to continue the use of, replace or modify the article to render it non-infringing (if none of the alternatives is reasonably available, the Agency agrees to return the article on request to the Vendor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction).
 - c. If the Vendor brings to the performance of this Contract a pre-existing patent, patent-pending and/or copyright, at the time of Contract execution, the Vendor shall retain all rights and entitlements to that pre-existing patent, patent-pending and/or copyright, unless this Contract provides otherwise.
 - d. If the Vendor uses any design, device, or materials covered by letter, patent, or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. Prior to the initiation of services under this Contract, the Vendor shall disclose, in writing, all intellectual properties relevant to the performance of this Contract which the Vendor knows, or should know, could give rise to a patent or copyright. The Vendor shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Agency will then have the right to all patents and copyrights which

**STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
STANDARD CONTRACT**

arise as a result of performance under this Contract as provided in this Sub-Section.

- e. If any discovery or invention arises or is developed in the course of, or as a result of, work or services performed under this Contract, or in any way connected herewith, the Vendor shall refer the discovery or invention to the Agency for a determination 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. All materials to which the Agency is to have patent rights or copyrights shall be marked and dated by the Vendor in such a manner as to preserve and protect the legal rights of the Agency.
- f. Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Agency has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Agency to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, shall vest in the State of Florida, Department of State for the exclusive use and benefit of the State. Pursuant to Section 286.021, F.S., no person, firm, corporation, including parties to this Contract shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida Department of State.
- g. The Agency will have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Vendor under this Contract.
- h. All rights and title to works for hire under this Contract, whether patentable or copyrightable or not, shall belong to the Agency and shall be subject to the terms and conditions of this Contract.
- i. The computer programs, data, materials and other information furnished by the Agency to the Vendor hereunder shall be and remain the sole and exclusive property of the Agency, free from any claim or right of retention by or on behalf of the Vendor. The services and products listed in this Contract shall become the property of the Agency upon the Vendor's performance and delivery thereof. The Vendor hereby acknowledges that said computer programs, materials and other information provided by the Agency to the Vendor hereunder, together with the products delivered and services performed by the Vendor hereunder, shall be and remain confidential and proprietary in nature to the extent provided by Chapter 119, F.S., and that the Vendor shall not disclose, publish or use same for any purpose other than the purposes provided in this Contract; however, upon the Vendor first demonstrating to the Agency's satisfaction that such information, in part or in whole, (1) was already known to the Vendor

**STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
STANDARD CONTRACT**

prior to its receipt from the Agency; (2) became known to the Vendor from a source other than the Agency; or (3) has been disclosed by the Agency to third parties without restriction, the Vendor shall be free to use and disclose same without restriction. Upon completion of the Vendor's performance or otherwise cancellation or termination of this Contract, the Vendor shall surrender and deliver to the Agency, freely and voluntarily, all of the above-described information remaining in the Vendor's possession.

- j. The Vendor warrants that all materials produced hereunder shall be of original development by the Vendor and shall be specifically developed for the fulfillment of this Contract and shall not knowingly infringe upon or violate any patent, copyright, trade secret or other property right of any third party, and the Vendor shall indemnify and hold the Agency harmless from and against any loss, cost, liability or expense arising out of any breach or claimed breach of this warranty.
- k. The terms and conditions specified in this Sub-Section shall also apply to any subcontract made under this Contract. The Vendor shall be responsible for informing the subcontractor of the provisions of this Sub-Section and obtaining disclosures.

10. The financial consequences that the Agency must apply if the Vendor fails to perform in accordance with this Contract are outlined in **Attachment I**, Scope of Services.

X. Sponsorship

Pursuant to Section 286.25, F.S., all non-governmental Vendors must assure that all notices, information pamphlets, press releases, advertisements, descriptions of the sponsorship of the program, research reports, and similar public notices prepared and released by the Vendor shall include the Statement: "**Sponsored by (name of Vendor) and the State of Florida, Agency for Health Care Administration.**" If the sponsorship reference is in written material, the words, "State of Florida, Agency for Health Care Administration" shall appear in the same size letters or type as the name of the organization.

Y. Final Invoice

The Vendor must submit the final invoice for payment to the Agency no more than **NUMBER** calendar days after this Contract ends or is terminated. If the Vendor fails to do so, all right to payment is forfeited and the Agency 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 Vendor and necessary adjustments thereto have been approved by the Agency.

Z. Use of Funds for Lobbying Prohibited

To comply with the provisions of Section 216.347, F.S., which prohibits the expenditure of Contract funds for the purpose of lobbying the Legislature, the judicial

**STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
STANDARD CONTRACT**

branch or a State agency.

AA. Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 Section 287.017, F.S., for category two, for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

BB. Health Insurance Portability and Accountability Act

1. To comply with the Department of Health and Human Services Privacy Regulations in the CFR, Title 45, Sections 160 and 164, regarding disclosure of protected health information as specified in **Attachment II**, Business Associate Agreement.
2. The Vendor must ensure it meets all Federal regulations regarding required standard electronic transactions and standards for privacy and individually identifiable health information as identified in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009 and associated regulations.
3. The Vendor shall conduct all activities in compliance with 45 CFR 164 Subpart C to ensure data security, including, but not limited to encryption of all information that is confidential under Florida or Federal law, while in transmission and while resident on portable electronic media storage devices. Encryption is required and shall be consistent with Federal Information Processing Standards (FIPS), and/or the National Institute of Standards and Technology (NIST) publications regarding cryptographic standards.

CC. Confidentiality of Information

1. The Vendor shall not use or disclose any confidential information, including social security numbers that may be supplied under this Contract pursuant to law, and also including the identity or identifying information concerning a Medicaid recipient or services under this Contract for any purpose not in conformity with State and Federal laws, except upon written consent of the recipient, or his/her guardian.
2. All personally identifiable information, including Medicaid information, obtained by the Vendor shall be treated as privileged and confidential information and shall be used only as authorized for purposes directly related to the administration of this Contract. The Vendor must have a process that specifies that patient-specific information remains confidential, is used solely for the purposes of data analysis or other Vendor responsibilities under this Contract, and is exchanged only for the purpose of conducting a review or other duties

**STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
STANDARD CONTRACT**

outlined in this Contract.

3. Any patient-specific information received by the Vendor can be shared only with those agencies that have legal authority to receive such information and cannot be otherwise transmitted for any purpose other than those for which the Vendor is retained by the Agency. The Vendor must have in place written confidentiality policies and procedures to ensure confidentiality and to comply with all Federal and State laws (including the HIPAA and HITECH Acts) governing confidentiality, including electronic treatment records, facsimile mail, and electronic mail).
4. The Vendor's subcontracts must explicitly state expectations about the confidentiality of information, and the subcontractor is held to the same confidentiality requirements as the Vendor. If provider-specific data are released to the public, the Vendor shall have policies and procedures for exercising due care in compiling and releasing such data that address statutory protections of quality assurance and confidentiality while assuring that open records requirements of Chapter 119, F.S., are met.
5. The Vendor and its subcontractors shall comply with the requirements of Section 501.171, F.S. and shall, in addition to the reporting requirements therein, report to the Agency any breach of personal information.
6. Any releases of information to the media, the public, or other entities require prior approval from the Agency.

DD. Employment

The Vendor shall comply with Section 274A of the Immigration and Nationality Act. The Agency will consider the employment by any contractor of unauthorized aliens a violation of this Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. The Vendor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Contract.

EE. Work Authorization Program

The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring illegal workers. The Vendor shall only employ individuals who may legally work in the United States (U.S.) – either U.S. citizens or foreign citizens who are authorized to work in the U.S. The Vendor shall use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired by the Vendor during the term of this Contract and shall also include a requirement in its subcontracts that the subcontractor utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor performing work or providing services pursuant to this Contract.

FF. Scrutinized Companies Lists

**STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
STANDARD CONTRACT**

Pursuant to Section 287.135, F.S. the Vendor certifies that:

1. If this Contract reaches or exceeds **\$1,000,000.00**, it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and does not have business operations in Cuba or Syria; and
2. For contracts of any amount, it has not been placed on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel.

The Vendor agrees that the Agency may immediately terminate this Contract if the Vendor is found to have submitted a false certification or is placed on the lists defined in Sections 215.473 or 215.4725, F.S., or engages in a boycott of Israel, during the term of this Contract.

GG. Performance of Services

The Vendor shall ensure all services provided under this Contract will be performed within the borders of the United States and its territories and protectorates. State-owned Data will be processed and stored in data centers that are located only in the forty eight (48) contiguous United States.

HH. Venue

1. In the event of any legal challenges to this Contract, the Vendor agrees and will consent that hearings and depositions for any administrative or other litigation related to this Contract shall be held in Leon County, Florida. The Agency, in its sole discretion, may waive this venue for depositions.
2. Respondents (and their successors, including but not limited to their parent(s), affiliates, subsidiaries, subcontractors, assigns, heirs, administrators, representatives and trustees) acknowledge that this Contract (including but not limited to exhibits, attachments, or amendments) is not a rule nor subject to rulemaking under Chapter 120 (or its successor) of the Florida Statutes and is not subject to challenge as a rule or non-rule policy under any provision of Chapter 120, F.S.
3. This Contract shall be delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision shall be found ineffective, then to the extent of such prohibition or invalidity, that provision shall be severed without invalidating the remainder of such provision or the remaining provisions of this Contract.
4. The exclusive venue and jurisdiction for any action in law or in equity to adjudicate rights or obligations arising pursuant to or out of this Contract for which there is no administrative remedy shall be the Second Judicial Circuit Court in and for Leon County, Florida, or, on appeal, the First District Court of

**STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
STANDARD CONTRACT**

Appeal (and, if applicable, the Florida Supreme Court). Any administrative hearings hereon or in connection herewith shall be held in Leon County, Florida.

II. THE AGENCY HEREBY AGREES:

A. Contract Amount

To pay for contracted services according to the conditions of **Attachment I**, Scope of Services, in an amount not to exceed **\$AMOUNT**, subject to the availability of funds. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

B. Contract Payment

Section 215.422, F.S., provides that agencies have five (5) business days to inspect and approve goods and services, unless bid specifications, Contract or Purchase Order 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 forty (40) calendar 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 Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 412-3858, or utilize the Department of Financial Services website at www.myfloridacfo.com/aadir/interest.htm. Payments to health care providers for hospital, medical or other health care services, shall be made not more than thirty five (35) calendar days from the date eligibility for payment is determined, and the daily interest rate is .0003333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the State Office of Financial Regulation Consumer Helpline, 1-877-693-5236.

III. THE VENDOR AND AGENCY HEREBY MUTUALLY AGREE:

A. Termination

1. Termination at Will

This Contract may be terminated by the Agency upon no less than thirty (30) calendar day's written 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.

2. Termination Due to Lack of Funds

In the event funds to finance this Contract become unavailable, the Agency may terminate this Contract upon no less than twenty four (24) clock hours' written notice to the Vendor. Said notice shall be delivered by certified mail,

ITN 001-19/20, Attachment A, Exhibit A-8, Page 22 of 25

**STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
STANDARD CONTRACT**

return receipt requested, or in person with proof of delivery. The Agency will be the final authority as to the availability of funds. The Vendor shall be compensated for all acceptable work performed up to the time notice of termination is received.

3. Termination for Breach

- a. Unless the Vendor's breach is waived by the Agency in writing, the Agency may, by written notice to the Vendor, terminate this Contract upon no less than twenty four (24) clock hours' written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the Agency may employ the default provisions in Rule 60A-1.006(3), F.A.C.
- b. 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 Agency's right to remedies at law or to damages.

B. Contract Managers

- 1. The Agency's Contract Manager's contact information is as follows:

Name
Agency for Health Care Administration
Address
City, State Zip Code
Phone Number

- 2. The Vendor's Contract Manager's contact information is as follows:

Name
Vendor Name
Address
City, State Zip Code
Phone Number

- 3. All matters shall be directed to the Contract Managers for appropriate action or disposition. A change in Contract Manager by either Party shall be reduced to writing through an amendment to this Contract by the Agency.

C. Renegotiation or Modification

- 1. Modifications of provisions of this Contract shall only be valid when they have been reduced to writing and duly signed during the term of this Contract. The Parties agree to renegotiate this Contract if Federal and/or State revisions of any applicable laws, or regulations make changes in this Contract necessary.
- 2. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when

**STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
STANDARD CONTRACT**

these have been established through the appropriations process and subsequently identified in the Agency's operating budget.

3. Preferred Pricing

The Vendor represents and warrants that the prices and terms for its services under this Contract are no less favorable to the Agency than those for similar services under any existing contract with any other party. The Vendor further agrees that, within ninety (90) calendar days of the Vendor entering into a contract or contract amendment or offering to any other party services similar to those under this Contract under prices or terms more favorable than those provided in this Contract, the Vendor will report such prices and terms to the Agency, which prices or terms shall be effective as an amendment to this Contract upon the Agency's written acceptance thereof. Should the Agency discover such other prices or terms, the same shall be effective as an amendment to this Contract retroactively to the earlier of the effective date of this Contract (for other contracts in effect as of that date) or the date they were first contracted or offered to the other party (for subsequent contracts, amendments or offers) and any payment in excess of such pricing shall be deemed overpayments. The Vendor shall submit an affidavit no later than July 31st of each year during the term of this Contract attesting that the Vendor is in compliance with this provision, as required by Section 216.0113, F.S.

D. Name, Mailing and Street Address of Payee

1. The name (Vendor name as shown on Page 1 of this Contract) and mailing address of the official payee to whom the payment shall be made:

Name
Vendor Name
Address
City, State Zip Code

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

Name
Vendor Name
Address
City, State Zip Code

E. All Terms and Conditions

This Contract and its attachments as referenced herein contain all the terms and conditions agreed upon by the Parties.

This Contract is and shall be deemed jointly drafted and written by all Parties to it and shall not be construed or interpreted against the Party originating or preparing it. Each Party has the right to consult with counsel and has either consulted with counsel or knowingly and freely entered into this Contract without exercising its right to counsel.

**STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
STANDARD CONTRACT**

IN WITNESS THEREOF, the Parties hereto have caused this **number** page Contract, which includes any referenced attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid until signed and dated by both Parties.

VENDOR NAME

**STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION**

**SIGNED
BY:** _____

**SIGNED
BY:** _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

FEDERAL ID NUMBER (or SS Number for an individual): **NUMBER**

VENDOR FISCAL YEAR ENDING DATE: **DATE**

List of Attachments included as part of this Contract:

Specify Type	Letter/ Number	Description
Attachment	I	Scope of Services (NUMBER Pages)
Attachment	II	Business Associate Agreement (4 Pages)
Attachment	III	Certification Regarding Lobbying (1 Page)
Attachment	IV	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts (1 Page)

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EXHIBIT A-8 STANDARD CONTRACT

ATTACHMENT II

BUSINESS ASSOCIATE AGREEMENT

The parties to this Attachment agree that the following provisions constitute a business associate agreement for purposes of complying with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). This Attachment is applicable if the Vendor is a business associate within the meaning of the Privacy and Security Regulations, 45 C.F.R. 160 and 164.

The Vendor certifies and agrees as to abide by the following:

1. Definitions. Unless specifically stated in this Attachment, the definition of the terms contained herein shall have the same meaning and effect as defined in 45 C.F.R. 160 and 164.
 - 1a. Protected Health Information. For purposes of this Attachment, protected health information shall have the same meaning and effect as defined in 45 C.F.R. 160 and 164, limited to the information created, received, maintained or transmitted by the Vendor from, or on behalf of, the Agency.
 - 1b. Security Incident. For purposes of this Attachment, security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system and includes any event resulting in computer systems, networks, or data being viewed, manipulated, damaged, destroyed or made inaccessible by an unauthorized activity.
2. Applicability of HITECH and HIPAA Privacy Rule and Security Rule Provisions. As provided by federal law, Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA), also known as the Health Information Technology Economic and Clinical Health (HITECH) Act, requires a Business Associate (Vendor) that contracts with the Agency, a HIPAA covered entity, to comply with the provisions of the HIPAA Privacy and Security Rules (45 C.F.R. 160 and 164).
3. Use and Disclosure of Protected Health Information. The Vendor shall comply with the provisions of 45 CFR 164.504(e)(2)(ii). The Vendor shall not use or disclose protected health information other than as permitted by this Contract or by federal and state law. The sale of protected health information or any components thereof is prohibited except as provided in 45 CFR 164.502(a)(5). The Vendor will use appropriate safeguards to prevent the use or disclosure of protected health information for any purpose not in conformity with this Contract and federal and state law. The Vendor will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information the Vendor creates, receives, maintains, or transmits on behalf of the Agency.

EXHIBIT A-8 STANDARD CONTRACT

4. Use and Disclosure of Information for Management, Administration, and Legal Responsibilities. The Vendor is permitted to use and disclose protected health information received from the Agency for the proper management and administration of the Vendor or to carry out the legal responsibilities of the Vendor, in accordance with 45 C.F.R. 164.504(e)(4). Such disclosure is only permissible where required by law, or where the Vendor obtains reasonable assurances from the person to whom the protected health information is disclosed that: (1) the protected health information will be held confidentially, (2) the protected health information will be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and (3) the person notifies the Vendor of any instance of which it is aware in which the confidentiality of the protected health information has been breached.
5. Disclosure to Third Parties. The Vendor will not divulge, disclose, or communicate protected health information to any third party for any purpose not in conformity with this Contract without prior written approval from the Agency. The Vendor shall ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the Vendor on behalf of, the Agency agrees to the same terms, conditions, and restrictions that apply to the Vendor with respect to protected health information. The Vendor's subcontracts shall fully comply with the requirements of 45 CFR 164.314(a)(2)(iii).
6. Access to Information. The Vendor shall make protected health information available in accordance with federal and state law, including providing a right of access to persons who are the subjects of the protected health information in accordance with 45 C.F.R. 164.524.
7. Amendment and Incorporation of Amendments. The Vendor shall make protected health information available for amendment and to incorporate any amendments to the protected health information in accordance with 45 C.F.R. 164.526.
8. Accounting for Disclosures. The Vendor shall make protected health information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528. The Vendor shall document all disclosures of protected health information as needed for the Agency to respond to a request for an accounting of disclosures in accordance with 45 C.F.R. 164.528.
9. Access to Books and Records. The Vendor shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Vendor on behalf of the Agency, available to the Secretary of the Department of Health and Human Services ("HHS") or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations.
10. Reporting. The Vendor shall make a good faith effort to identify any use or disclosure of protected health information not provided for in this Contract.
 - 10a. To Agency. The Vendor will report to the Agency, within ten (10) business days of discovery, any use or disclosure of protected health information not provided for in this Contract of which the Vendor is aware. The Vendor will report to the Agency, within twenty-four (24) hours of discovery, any security incident of which the Vendor is aware. A violation of this paragraph shall be a material violation of this Contract. Such notice shall include the identification of each individual whose unsecured protected health

EXHIBIT A-8 STANDARD CONTRACT

information has been, or is reasonably believed by the Vendor to have been, accessed, acquired, used, or disclosed during such breach.

- 10b. To Individuals. In the case of a breach of protected health information discovered by the Vendor, the Vendor shall first notify the Agency of the pertinent details of the breach and upon prior approval of the Agency shall notify each individual whose unsecured protected health information has been, or is reasonably believed by the Vendor to have been, accessed, acquired, used or disclosed as a result of such breach. Such notification shall be in writing by first-class mail to the individual (or the next of kin if the individual is deceased) at the last known address of the individual or next of kin, respectively, or, if specified as a preference by the individual, by electronic mail. Where there is insufficient, or out-of-date contract information (including a phone number, email address, or any other form of appropriate communication) that precludes written (or, if specifically requested, electronic) notification to the individual, a substitute form of notice shall be provided, including, in the case that there are 10 or more individuals for which there is insufficient or out-of-date contact information, a conspicuous posting on the Web site of the covered entity involved or notice in major print or broadcast media, including major media in the geographic areas where the individuals affected by the breach likely reside. In any case deemed by the Vendor to require urgency because of possible imminent misuse of unsecured protected health information, the Vendor may also provide information to individuals by telephone or other means, as appropriate.
- 10c. To Media. In the case of a breach of protected health information discovered by the Vendor where the unsecured protected health information of more than 500 persons is reasonably believed to have been, accessed, acquired, used, or disclosed, after prior approval by the Agency, the Vendor shall provide notice to prominent media outlets serving the State or relevant portion of the State involved.
- 10d. To Secretary of Health and Human Services (HHS). The Vendor shall cooperate with the Agency to provide notice to the Secretary of HHS of unsecured protected health information that has been acquired or disclosed in a breach.
- (i) Vendors Who Are Covered Entities. In the event of a breach by a contractor or subcontractor of the Vendor, and the Vendor is a HIPAA covered entity, the Vendor shall be considered the covered entity for purposes of notification to the Secretary of HHS pursuant to 45 CFR 164.408. The Vendor shall be responsible for filing the notification to the Secretary of HHS and will identify itself as the covered entity in the notice. If the breach was with respect to 500 or more individuals, the Vendor shall provide a copy of the notice to the Agency, along with the Vendor's breach risk assessment for review at least 15 business days prior to the date required by 45 C.F.R. 164.408 (b) for the Vendor to file the notice with the Secretary of HHS. If the breach was with respect to less than 500 individuals, the Vendor shall notify the Secretary of HHS within the notification timeframe imposed by 45 C.F.R. 164.408(c) and shall contemporaneously submit copies of said notifications to the Agency.
- 10e. Content of Notices. All notices required under this Attachment shall include the content set forth Section 13402(f), Title XIII of the American Recovery and

**EXHIBIT A-8
STANDARD CONTRACT**

ATTACHMENT III

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ Signature	_____ Date
_____ Name of Authorized Representative	_____ Agency Contract Number
Name and Address of Organization	

**EXHIBIT A-8
STANDARD CONTRACT
ATTACHMENT IV**

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
CONTRACTS/SUBCONTRACTS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987, Federal Register (52 Fed. Reg., pages 20360-20369).

INSTRUCTIONS

1. Each Vendor whose contract/subcontract equals or exceeds \$25,000 in federal monies must sign this certification prior to execution of each contract/subcontract. Additionally, Vendors who audit federal programs must also sign, regardless of the contract amount. The Agency for Health Care Administration cannot contract with these types of Vendors if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The Vendor shall provide immediate written notice to the contract manager at any time the Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance in obtaining a copy of those regulations.
5. The Vendor agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The Vendor further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal monies, to submit a signed copy of this certification.
7. The Agency for Health Care Administration may rely upon a certification of a Vendor that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certifications must be kept at the contractor's business location.

CERTIFICATION

- (1) The prospective Vendor certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective Vendor is unable to certify to any of the statements in this certification, such prospective Vendor shall attach an explanation to this certification.

Signature _____

Date _____

Name and Title of Authorized Signer _____

SAMPLE