

EXHIBIT A – SPECIAL PROVISIONS

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

- A-1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT
- A-2. STATEMENT OF WORK
- A-3. PAYMENT, INVOICE AND RELATED TERMS
- A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE
- A-5. RECORDS, AUDITS AND DATA SECURITY
- A-6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION
- A-7. OTHER TERMS
- A-8. FEDERAL FUNDS APPLICABILITY
- A-9. CLIENT SERVICES APPLICABILITY

EXHIBIT B - SCOPE OF WORK

B-1. SCOPE OF SERVICE

The purpose of the resulting contract from this RFP is to secure a high-quality Food Service company to perform any and all services for the provision of meals and dietary services to 1,130 residents (average daily census of 1,050) at the Hospital, including:

- B-1.1 Performing all functions associated with the daily preparation and provision of all meals and snacks to residents and staff at the Hospital using a delivery system that allows for the timely serving of meals on the multiple living units.
- B-1.2 Providing proactive involvement with other departments to improve and enhance resident satisfaction with Food Services.
- B-1.3 Performing all purchasing functions necessary to provide food for the Food Service operation.
- B-1.4 Providing dietary and dietician services to residents of the Hospital in compliance with all Hospital and Department policies and procedures, along with the accreditation standards in use at the facility.

B-2. MAJOR CONTRACT GOALS

The major goals of this contract are to secure the services of a Provider for the provision of food services management, all food services to the facility residents to include improved resident satisfaction, timely delivery of meals to include three hot meals per day, a night time snack, weekly unit snacks, and seasonal rotation of meal cycles within the allotted budget of \$5,575,250. The Provider's total operation cost proposal cannot exceed \$2,787,625 per year during the two-year term and Provider will provide a delivery system of the Provider's choice for meal delivery to the living units and a Food Service Management system that interfaces with the Hospital's patient information system.

- B-2.1 The vendor will have the responsibility of providing all food for residents including daily meals to include the planning, preparation, and delivery of three (3) meals and one (1) snack, seven (7) days per week using food delivery system of the vendor's choice to approx. 984 FSH and 146 DDDP residents in living units located in 14 separate buildings on the FSH campus. Additionally, this contract will include only the management aspects of the food services process. The term management includes oversight and control of the food preparation processes and quality, food service delivery, food purchasing/control as well as oversight of the cafeteria. In addition to the management team provided by the vendor, all Food service functions will be staffed by State of Florida employees. All Human Resource related functions must be channeled through the State of Florida supervisors, including, but not limited to; schedules, time off requests and discipline issues.
- B-2.2 Supervise the operation of the staff cafeteria that daily serves approximately 450 FSH employees. Menu, pricing, and hours of operation subject to review and approval by FSH. FSH will provide up to six (6) State employees, part time, for the operation of the Cafeteria. Vendor will be responsible for purchasing all food items for use in the Cafeteria. FSH will provide a separate lockable space for storage of these items. Vendor will retain all sales receipts and monthly provide a detailed report of daily sales. All cafeteria sales must be deposited daily to the FSH bank in the Financial Services Department. Vendor is expected to contribute \$200,000 annually of meal sales at FSH, which historically averages \$247,000 annually, to the facility. Failure to meet this expectation will result in a deduction in the overall contract amount equal to the difference between the expected and collected amount. For all monies collected over the \$200,000, 45% will be deposited to FSH's Welfare Trust Fund. The remaining 55% can be used at the Provider's discretion.
- B-2.3 Vendor shall be responsible for developing resident menus under the supervision of a Clinical Dietician and ensure meals are prepared specific to each resident's dietary requirements in accordance with doctor's orders using a Food Service Management system.
- B-2.4 Provider will purchase all food items for residents consistent with preapproved menus. Vendor will work with FSH Purchasing Department for all non-food items.
- B-2.5 Staffing - DCF expects vendor to provide a minimum of the following staff: Food Service Manager, Assistant Food Service Manager, and Clinical Dietician.

B-3. SERVICE AREA/LOCATIONS/TIMES

- B-3.1 The Provider shall prepare and serve meals at the Hospital located in Chattahoochee, Florida.

- B-3.2 Provider shall provide timely delivery of the meals as scheduled by the facility to all living units on campus. Provider shall provide a system that ensures timely delivery/service of meals and have the latitude to propose a system that best meets the needs of the facility.
- B-3.3 The Provider shall operate a cafeteria for staff on campus that will provide breakfast and lunch Monday thru Friday.

B-4. CLIENTS TO BE SERVED

- B-4.1 The Department of Children and Families provides mental health treatment and rehabilitation to 984 residents from all 67 counties of Florida.
- B-4.2 Meal services are provided to an additional 146 Agency for Persons with Disabilities (APD) residents located at the Chattahoochee campus.
- B-4.3 Meal services are provided to an ever increasing older and medically challenged population that requires a variety of physician ordered diets to address issues such as swallowing/aspiration disorders.

B-5. CLIENT ELIGIBILITY

The Provider will provide food services to residents who are committed to the Hospital by the State court system under Florida Statutes 916, and 394.

B-6. EQUIPMENT

The Department of Children and Families shall be responsible for supplying all equipment necessary to perform the food services.

- B-6.1 The Provider will be responsible for providing an updated food delivery system.
- B-6.2 The Provider shall have the latitude to propose and deploy a food delivery system.
- B-6.3 The Provider will provide a Food Service Management System that provides meal ticketing, standardized recipes, nutrition services, control of patient allergies/preferences and retail services. The Food Services Management System shall integrate with the Hospital's Patient Information System.
- B-6.4 The food delivery system and equipment will remain property of the State at the contract end.

B-7. CONTRACT LIMITS

All services provided under this contract will be provided in accordance with applicable laws, rules, regulations and Department procedures. Contract funding is subject to current and future legislative appropriations.

This is a fixed price contract for a period of two years. The contract provides for one option to renew the contract for a term not to exceed two years.

EXHIBIT C - TASK LIST

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

C-1. SERVICE TASKS

- C-1.1 Food Preparation and delivery to Residents. Provide all food for meals and snacks and perform all service associated with the food preparation and delivery of meals to the 1,130 residents of the Hospital.
- C-1.2 All purchasing functions necessary for the provision of all food items.
- C-1.3 Preparation of three (3) meals daily (breakfast, lunch, and dinner) for residents based on diet orders, and evening snack seven days a week.
- C-1.4 Transport/deliver carts containing meal trays to the docking stations or serving stations located in each residential unit at the established delivery times.
- C-1.5 Retrieval of carts/serving utensils from the docking stations/storage units containing meal trays following each meal.
- C-1.6 Cleaning and disinfection of meal trays and carts in preparation for subsequent meals.
- C-1.7 Bagged lunches for residents being transported off-campus.
- C-1.8 Food preparation for Hospital staff. Provide, at a minimum, breakfast and lunch meals in the facility's cafeteria five (5) days per week (Monday through Friday, excluding holidays). The meal cost shall be no greater than the actual cost of the meal and its preparation plus 10%.
- C-1.9 The selected Provider shall provide improvements to the physical environment of the staff cafeteria dining areas, as approved by the Department.
- C-1.10 Dietary Services. Provide dietary services for residents of the Hospital in compliance with all Department and Hospital policies and procedures.
- C-1.11 Quality of Food Services. The Provider shall maintain a high level of satisfaction for the provision of food services to residents and staff.
- C-1.12 Proactive involvement with other departments within the Hospital to enhance resident and staff satisfaction with food services.
- C-1.13 Conducting its own monthly surveys to measure satisfaction with the delivery of Food Services including, at a minimum, items such as preparation, appearance, temperature, matching ticket/dietary orders, correct portions, and taste, timely delivery of replacement trays or missing items.
- C-1.14 Submit corrective action plans regarding any deficiencies as a result of regulatory agency surveys and inspections and any surveys or inspection conducted by the Hospital Quality Assurance Staff.
- C-1.15 Hazard Analysis and Critical Control Point Plan. The Respondent must provide an ongoing plan for compliance and monitoring of Hazard analysis and Critical Control Point standards.
- C-1.16 Director. The Director shall perform his/her duties in a manner consistent with other department heads at the Hospital.
- C-1.17 The selected Provider shall utilize the current contracted vendor for housekeeping services.
- C-1.18 Emergency and Disaster Preparations. The Provider will put in place a plan and will deliver meal services to residents during emergency situations to include ensuring sufficient food is on hand.
- C-1.19 Task Limits. The selected Provider is not authorized by the Department to perform any tasks related to the project other than those described in the resulting contract without the express written consent or at the request of the Department.

ADMINISTRATIVE TASKS

C-1.1. Staffing

The Selected Provider shall work with the Department to ensure adequate program staff for technical, administrative, and clerical support. The Department shall maintain an adequate administrative organizational structure and support staff sufficient for the Provider to discharge its contractual responsibilities as presented.

C-1.1.1 Employee Selection. The selected Provider shall select employees to fill all non-State positions under the contract. Priority must be given to all current employees of the Hospital's Food Service Department. Employees selected shall be required to pass all Background Level II screening requirements as set forth by the Department for all Department employees. The selected Provider shall be responsible for all fees associated with the screening procedure. The Department, in its sole discretion, reserves the right of final approval of all employees nominated by the selected Provider.

C-1.1.2 The selected Provider shall submit names, driver's license numbers and social security numbers of new employees to the Hospital for security screening. Employees must be cleared by the Hospital's security department before starting work at the Hospital.

C-1.1.3 Training. All employees of the selected Provider will be required to complete the Hospital New Employee Education and all mandatory training as specified by the Department for Hospital employees. At a minimum, the selected Provider shall deliver the following additional trainings for employees of both the Hospital and the selected Provider:

C-1.1.3.1 Infection Control

C-1.1.3.2 Safety

C-1.1.3.3 Customer Services

C-1.1.3.4 The selected Provider shall provide additional training as deemed necessary

C-1.1.4 Required Certifications. The selected Provider shall ensure that employees performing tasks that require certifications/licensing by the State of Florida or other entities maintain the required certification/license. The cost of these certifications/licensing shall be the responsibility of selected Provider.

C-1.1.5 The selected Provider shall ensure that all supervisory staff are certified in the National Restaurant Association 'ServSafe' Food Safety program.

C-1.1.6 Staffing Vacancies. It is understood and agreed that from time to time a vacancy may occur in staff positions set forth in the staff plans; however, the selected Provider shall employ sufficient relief staff to ensure that the operations of the facility are covered. A position shall not be deemed vacant when an employee is temporarily absent due to paid vacation, paid sick leave, management and professional conference, in-service training or other temporary leave condition. Further, a position shall be deemed not to be vacant if filled through the use of overtime, contracted services, or temporary services.

C-1.1.5 Vacant Position Penalty. The selected Provider's monthly payment shall be reduced by an amount equal to a vacant position's daily rate of pay plus 30% for benefits, times the number of working days such position remains vacant beyond thirty (30) calendar days. For example, if a position becomes vacant on April 1st and remains vacant throughout the months of April and May, the monthly payment for the month of May will be reduced by an amount equal to the position's daily rate times the number of working days a person in the vacant position would have been scheduled to work in the month of May, plus 30% for benefits.

C-1.1.6 Monthly Vacant Position Report. The selected Provider shall submit a Monthly Vacant Position Report that tracks all positions shown on the Staffing Plans that are vacant by more than thirty (30) calendar days by Position Number, Position Title, Number of Vacant days (beyond thirty (30) calendar days), Daily Rate or Pay and Vacancy Deduction Calculation. It is understood and agreed that a vacant position cannot be filled by transferring a person already employed by the selected Provider in the same type of position. A vacant position can, however, be filled through the promotion or transfer of an existing employee from one position to another (provided that the two positions are not the same type).

C-1.1.7 Staffing Changes. The selected Provider shall employ key management personnel identified in the Proposal or amendments to its proposal submitted during the contract process. The selected Provider may make staffing changes for those staff funded either in whole or in part with funds from any contract resulting from this RFP with personnel of equal or superior qualifications only with prior written notification, review, and approval by the Department's Contract Manager. Written justification must include documenting the circumstances requiring the changes and describing the proposed substitutions in

sufficient detail to permit evaluation of the impact on the delivery of food services. The selected Provider shall replace, on the project, any employee whose continued presence would be detrimental to the success of the project with an employee of equal or superior qualifications.

C-1.2. Professional Qualifications

The credentials of the specific persons initially holding the positions of Director and Dietician Supervisor of Food Service operations will be evaluated as a part of the proposal. Minimum qualifications for these positions for the duration of the contract include the following:

C-1.2.1 Director. A minimum of ten (10) years administrative management or supervisory experience providing complete oversight and direction for the food service operations of a large facility, preferably one that is similar in size and scope to the Hospital. He/she must have extensive experience in the utilization of cook/chill, prethermalization food delivery system or similar food delivery system. The Provider shall have the latitude to choose the delivery system that best meets the need of the facility.

C-1.2.2 Dietician Supervisor. A registered dietician as defined by the American Dietetic Association and five (5) years of professional experience in dietetics.

C-1.2.3 In the judgement of the Hospital, if the performance of any individual is not satisfactory, a plan will be provided by the selected Provider to improve performance or remove the person in question.

C-1.3. Subcontracting

Subcontracting of services will be permitted as approved in writing by the Department, in its sole discretion. The selected Provider shall submit qualifications and information regarding any proposed subcontractor and the tasks to be performed with a written request for Department approval to subcontract prior to entering into a contractual agreement with the proposed subcontractor for any services funded in whole or in part with funds from any contract resulting from this RFP. No subcontract which the successful Provider enters into with respect to performance under the contract resulting from this RFP shall in any way relieve the successful Provider of any responsibility for performance of its duties.

C-1.4. Records and Documentation

C-1.4.1 In addition to the requirements in the Standard Contract, the Provider shall retain all financial records, supporting documents, statistical records and any other documents, whether kept by electronic storage media or otherwise, for a period, no less than six years after the starting date of this Contract. If audit findings have not been resolved at the end of the six years period, the records shall be retained until resolution of the audit findings. State auditors and any persons authorized by the Department shall have full access to and shall have the right to examine any materials at any time during regular business hours.

C-1.4.2 The Provider shall protect confidential records from disclosure and protect participants' confidentially in accordance with Section 397.501(7), F.S.

C-1.4.3 The Provider shall maintain the following documents for all persons paid in whole or in part with these contract funds.

C-1.4.3.1 Annual original signed and dated Security Agreement Form CF-114; and

C-1.4.3.2 Copies of employee screening results for each staff who meets the requirements to be screened for employment.

C-1.4.4 The provider shall maintain and submit documents in accordance with Table 1.

Table-1

ADMINISTRATIVE DOCUMENTS			
Title	Due Dates	# Copies	Contents
General Liability	Enter Date Expired	1 hard copy	Certificate of Liability
Standard Personnel File to include Level II Background Screening and Trainings	Upon staff employment by the Provider	1 hard copy	Standard Personnel File
Security Agreement Form	Upon staff employment by the Provider	1 hard copy	CF-114 Form
FISCAL DOCUMENTS			
Request for Payment	By the 15 th calendar day following the end of the month for which payment is being requested	1 hard copy	

C-1.5. Reports (programmatic and to support payment)

The Provider shall deliver the following reports to the Contract Manager to document the completion of deliverables as specified in Exhibit D, Deliverables, that shall be received by the Contract Manager prior to the Request for Payment and approved by the Contract Manager prior to authorizing payment for state fiscal years beginning with Fiscal Year 2018-2019 in accordance with the schedule below. If the due date for a report falls on a state holiday or weekend, the report will be due the next business day.

Table-2

REPORT SCHEDULE		
Title	Due Date	# Copies
Monthly Performance Measure Compliance Report	By the 15th calendar day following the end of the month for which payment= is being requested	1 electronic copy
Annual Performance Reports	Due within 90 days after the fiscal year end	1 electronic copy

C-1.5.1 Monthly Reports. At a minimum, the selected Provider shall provide the Hospital, with the following information no later than the fifteen (15th) day of the month following service delivery.

C-1.5.1.1 Monthly Operation Report of Food Services operations to include, but not limit to:

C-1.5.1.1.1 Resident and staff satisfaction with the Food Services operation to include at a minimum, food temperature, food consistency, food taste, service time, menu offering, variety, staff interaction, dining area appearance, and overall satisfaction of meal;

C-1.5.1.1.2 Resident service improvement programs;

C-1.5.1.1.3 Financial status reports; and

C-1.5.1.1.4 Food Service Training to include status of mandatory Florida State Hospital Training and vendor specific training.

C-1.5.1.2 Diet Office Activity Report. To include at a minimum, the number of admissions, discharges, and transfers processed, number of diet order changes and number of incorrect meals.

C-1.5.1.3 Clinical Dietitian Report. Report to include, at a minimum, information related to the provision of dietary services, such as, number of assessments provided, number of progress notes, number of consults/counseling provided during the month by the dietitians.

C-1.5.1.4 Tray Accuracy Report. To include, at a minimum, the following data from monitoring activity: proper tray presentation clean and dry; tray reflects ticket (as issued in the diet order) and correct portion. Report to indicate corrective action where necessary.

C-1.5.1.5 Food Service Quality and Safety Inspection Report. Self-inspection observations to include, at a minimum, observation for hazardous food, food storage conditions, storage temperatures, food preparation, dinnerware sanitization and storage, equipment, refuse and pest control. To include external inspections performed by entities not in Food Services (i.e. Hospital Environmental Specialist, Department of Health, Agency for Health Care Administration, etc.)

C-1.5.1.6 Production Report. Inventory Management. To include, at a minimum, spoilage, daily waste, inventory amount and cost per food item.

C-1.5.1.7 Hazard Analysis and Critical Control Point Plan. Report will include results of monitoring for compliance with standards.

C-1.5.1.8 Vacant Position Status Report. The report shall track all contracted positions shown on the Staffing Plan that are vacant by more than thirty (30) calendar days by Position Title, Number of Vacant days (beyond thirty (30) calendar days), Daily Rate of Pay and Vacancy Deduction Calculation.

C-1.5.1.9 Annual Reports. At a minimum, the selected Provider shall provide the Hospital, with the following information no later than July 1st of each year.

C-1.5.1.9.1 Annual Service Reports. A summary of services provided, management goals planned and accomplished.

C-1.5.1.9.2 Expenditure Report. A comprehensive financial report of expenditure levels and planned budget controls.

C-1.5.1.10 Acceptance of Reports. Where the resulting contract requires the delivery of reports to the Department mere receipt by the Department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act in writing. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the resulting contract. The department, at its option, may allow additional time within which the selected Provider may remedy the objections noted by the Department, or the Department may, after having given the selected Provider a reasonable opportunity to complete, make adequate, or acceptable, such reports, declare the contract to be in default.

C-1.5.1.11 The selected Provider shall provide additional reports if the Department determine their necessity.

C-2. STANDARD CONTRACT REQUIREMENTS Provider will perform all acts required by Sections 4, 5, 7, 8 and 9 of the Standard Contract.

EXHIBIT D – DELIVERABLES

D-1.

Title	Due Date	# Copies	Contents
Provision of all Resident meals, daily snacks, and unit snacks to approximately 1,130 residents, 365 days a year.	Submit one copy of Exhibit D1 to the Contract Manager by the 15 th calendar day of each month.	One electronic copy to the Hospital Contract Manager.	Monthly submittal of report documenting the, daily census, the number of resident meals served, and resident snacks served. See Exhibit D1.
Provision of staff breakfast and lunch meals Monday through Friday to approximately 450 staff members.	Submit one copy of Exhibit D1 to the Contract Manager by the 15 th calendar day of each month.	One electronic copy to the Hospital Contract Manager.	Monthly submittal of report documenting the number of staff meals served in facility cafeteria. See Exhibit D1.
Provision of nutritional assessments, and dietician consultations to approximately 1,130 residents.	Submit one copy of Exhibit D2 to the Contract Manager by the 15 th calendar day of each month.	One electronic copy to the Hospital Contract Manager.	Monthly submittal of report documenting the dietician services to include the number of admission assessments, other assessments, resident progress notes, resident consults/counseling. See Exhibit D2.
High degree of resident Satisfaction with the meals served.	Submit one copy of Exhibit D3 to the Contract Manager by the 15 th calendar day of each month.	One electronic copy to the Hospital Contract Manager.	Monthly submittal of resident satisfaction survey results for each facility demonstrating a 93% satisfaction level or higher. See Exhibit C3.
Provision of sufficient Staffing and compliance with Vacancy limits.	Submit one copy of Exhibit D4 to the Contract Manager by the 15 th calendar day of each month.	One electronic copy to the Hospital Contract Manager.	Monthly submittal of staffing vacancy report detailing all vacancies and the number of vacancies over the allowable 30-day threshold. See Exhibit D4.
Timely Delivery of meals to residents.	Submit one copy of Exhibit D5 to the Contract Manager by the 15 th calendar day of each month.	One electronic copy to the Hospital Contract Manager.	Monthly submittal of meal delivery time results for each facility demonstrating a 99% level or higher. See Exhibit D5. Monthly submittal of replacement meal delivery time log documenting an average delivery time of 30 minutes or less. See Exhibit D5-1.
Provision of the correct resident diet ordered meals served at the correct temperature.	Submit one copy of Exhibit D6 to the Contract Manager by the 15 th calendar day of each month.	One electronic copy to the Hospital Contract Manager.	Monthly submittal of report documenting meals served as ordered and at the correct meal temperature 99% of the time. See Exhibit D6.

			Quarterly submittal - meal cycle rotations. See Exhibit D6-1.
Demonstrate compliance with safety, accreditation standards and regulatory requirements.	Submit one copy of Exhibit D7 to the Contract Manager by the 15 th calendar day of each month.	One electronic copy to the Hospital Contract Manager.	Monthly submittal of all reports demonstrating 100% compliance with external inspections/surveys and corrective action plans received during the month from, Hospital Environmental Specialist, Department of Health, Agency for Health Care Administration, CARF and/or Joint Commission, Fire Marshall and other regulated entities. See Exhibit D7.
Provision of required food service and Hospital training to all food services staff.	Submit one copy of Exhibit D8 to the Contract Manager by the 15 th calendar day of each month.	One electronic copy to the Hospital Contract Manager.	Monthly submittal of report documenting with sign-in sheets of the Hospital Required Training and Monthly Provider Food Service Training. See Exhibit D8.
Participation of Food Services on Hospital Committees.	Submit one copy of Exhibit D9 to the Contract Manager by the 15 th calendar day of each month.	One electronic copy to the Hospital Contract Manager.	Monthly submittal of documentation of Participation in Hospital's Safety Committee, Infection Control committee, and resident government. See Exhibit D9.
Provision of an Annual Report summarizing the services provided, the status, on management goals, special achievements and plans for the next contract year.	Submit one copy of Exhibit D10 to the Contract Manager by the 15 th calendar day of each month.	One electronic copy to the Hospital Contract Manager.	Receipt of Annual Report of services no later than 90 days after the end of the contract year. See Exhibit D10.

D-2. Service Units

The service units for this contract shall be comprised of one (1) month of service delivery of the tasks outlined in Exhibit C, Task List. Each unit of service shall be delivered in accordance with the terms and conditions of this Contract and performed in a manner acceptable to the Department.

D-3. Service Targets

The Service targets are delineated in the performance measures in Section E-2.

D-4 Reports

Required reports as listed in section C-2.5, Reports, Table 2. The due dates of the required reports, both programmatic and to support payment may not be altered without approval of the Department SMHTF Contract Manager.

EXHIBIT D1

Resident and Cafeteria Daily Meals Served

EXHIBIT D2

Clinical Nutrition Stats – [Last date of Month]

EXHIBIT D3
Resident satisfaction Surveys

EXHIBIT D4
Report of Staffing Vacancies

(Form will be developed after receipt and acceptance of provider's staffing list)

EXHIBIT D5
Report of Timely Meal Delivery

(Log to be Developed)

EXHIBIT D6

Resident Meal Tray Audit for Correct Meal and Serving Temperature

EXHIBIT D7

Monthly Hospital Environmental and Regulatory Inspections

Provider will submit (monthly) all reports, surveys and inspections conducted during the month to include corrective action plans for the following:

1. Facility Environmental Inspection report conducted by the Hospital's environmental staff.
2. Department of Health Inspection Reports
3. Agency for Health Care Administration Reports
4. Fire Marshall's Office
5. Accreditation Organizations- CARF and/or Joint Commission
6. Hospital Infection Control, safety and Risk Management Committee

EXHIBIT D8

Report of required Training

(Documented on S.T.A.I.R.S. form or mutually agreed upon alternate form)

EXHIBIT D9

Documentation of participation in Hospital Safety Committee, Infection Control, Emergency Preparedness and Resident Government

(Sign In Sheets or Minutes with Attendance Listing for Committee Meetings)

EXHIBIT D10

Annual Report of Performance

Provider will submit and present an annual report to the Hospital Administrator no later than January 1 of each year that details progress on the service provided, status of goals and performance measure attainment, along with plans for improvement of services for succeeding year.

EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E-1. MINIMUM PERFORMANCE MEASURES

- E-1.1 Resident and staff satisfaction surveys will attain a satisfactory rating of 93% or greater.
- E-1.2 The Resident cycle menus will be revised and updated seasonally with at least for updates annually,
- E-1.3 The number of resident meals prepared as ordered/ticketed will be 99% of the time or greater.
- E-1.4 The number of food items stored at the appropriate temperature will be 100%.
- E-1.5 Resident meals will be prepared, delivered and served timely as medically ordered at a minimum of 98% of the time.
- E-1.6 Compliance with Monthly audits by the Hospital Quality Assurance staff will be 95% or greater.
- E-1.7 Food Services operation and services will be compliant with Federal, State and Local laws and regulations including the Department of Health and the Agency for Health Care Administration and accreditation organizations – CARF and/or Joint Commission at a minimum of 100% of the time.
- E-1.8 The Hospital shall receive no reports of breach in ethics by the selected Provider.
- E-1.9 The time to replace resident meals or items not received at meal times will average 30 minutes or less and will not exceed one hour on any occasion.

E-2. Performance Evaluation Methodology

- E-2.1 The calculation for performance measure E-1.1, shall be in accordance with the following formula:

$$\frac{\text{Residents and staff satisfaction surveys indicating satisfaction rating}}{\text{Total number of residents and staff satisfaction surveys completed}} \geq 93\%$$

- E-2.2 Compliance with this performance measure will be documented by the submittal of a seasonal menu during each quarter of the year.

- E-2.3 The calculation for performance measure E-1.3, shall be in accordance with the following formula:

$$\frac{\text{Number of resident meals prepared, served as ordered/ticketed}}{\text{Total number of resident meals ordered/ticketed}} \geq 99\%$$

- E-2.4 The calculation for performance measure e-1.4, shall be in accordance with the following formula:

$$\frac{\text{Number of food items stored at the appropriate temperature}}{\text{Total number of food items for which temperature was sampled}} = 100\%$$

- E-2.5 The calculation for performance measure E-1.5, shall be in accordance with the following formula:

$$\frac{\text{Number of resident meals prepared, delivered and served timely as medically ordered}}{\text{Total number of resident meals medically ordered}} \geq 98\%$$

- E-2.6 The calculation for performance measure E-1.6, shall be in accordance with the following formula:

Number of items meeting compliance as a result of the monthly sample audit of the recovery planning standards, as noted by the Hospital Quality Assurance staff

Total number of items reviewed monthly for compliance by a sample audit of the recovery planning standards, as noted by the Hospital Quality Assurance staff \geq 95%

E-2.7 The calculation for performance measure E-1.7, shall be in accordance with the following formula:

Number of items meeting compliance as a result of any type and as reported by the CARF, Joint Commission, Department of Health, or AHCA

Total number of items monitored and reported by CARF, Joint Commission, Department of Health, or AHCA = 100%

E-2.8 The calculation for performance measure E-1.8, shall be in accordance with the following formula:

The Hospital shall receive no reports of a breach in ethics by the selected Provided = 0

E-2.9 The calculation for performance measure E-1.9, shall be in accordance with the following formula:

The total time to deliver replacement meals or missing items

The number of replacement meals $<$ 30 minutes

EXHIBIT F - METHOD OF PAYMENT

F-1. Payment Methodology

F-1.1 This is a Fixed Price contract for a period of two (2) years. The Department will pay the selected Provider monthly for the delivery of services units provided in accordance with the terms and conditions of the Department's Standard Contract and the RFP. The total monthly dollar amount will be paid, based on a range of the average daily census for the month covered less any deduction to be applied due to performance deficiencies and/or staffing vacancies.

F-1.2 Payments

The total annual payments for operational cost of the contract will not be greater than \$2,787,625 per year. The provider will be paid in 12 monthly installments of the awarded contract price minus any deductions for staffing vacancies or performance measures penalties.

F-2. Invoice Requirements

F-2.1 The Provider shall request on a monthly basis through the submission of a properly completed and signed invoice using the template provided in Exhibit F-1. Invoices and all supporting documentation are due no later than the 15th of the month following the month of service provision.

F-2.2 The provider shall submit a final invoice for payment no later than 45 days after the expiration of this Contract or after this Contract is terminated. Failure to do so will result in a forfeiture of all rights to payment and the Department shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until the Final Annual Program Report and Final Expenditure Report are submitted and have been approved by the Department.

F-3. Financial Consequences

F-3.1 The Department shall approve deliverables based on payments following receipt of documentation of compliance with the Performance Measure for Acceptance of Deliverables in Section D-4.

F-3.2 If the Provider does not meet a performance measure in Exhibit E, the Department will reduce the payment due for that service period by three (3) percent of the total monthly invoice amount for measures directly impacting resident care and two (2) percent for other measures.

F-3.3 If the Provider does not meet the same measure for three or more consecutive months, the Department shall apply the provisions of Section 6.1 of the Standard Contract 2018. Corrective action plans required under Section 6.1 may result in a reduction in future funding under this Contract, at the Department's sole discretion.

EXHIBIT F1 – INVOICE

(To Be Developed by Department or Mutually Agreed Upon to Use Properly Completed Provider Invoice)

ATTACHMENT 1

1.

ATTACHMENT 2

1.