

FLORIDA
DEPARTMENT OF HEALTH (DOH)
DOH 16-049



10-2016

INVITATION TO BID (ITB)
FOR
Medical Transcription Services

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SECTION 1.0: INTRODUCTORY MATERIALS

1.1 Statement of Purpose

The purpose of this Invitation to Bid (ITB) is for the Department of Health to obtain competitive prices for medical transcription services for the Department of Health, Children's Medical Services Plan (CMSP) area Offices.

1.2 Scope of Services

Detailed Scope of services for this solicitation are provided as Attachment A in this ITB.

1.3 Definitions

American Association of Medical Transcription: National association for professional medical transcriptionists

Automated System: set of software and hardware that allows computer system, network device or machine to function without any manual intervention

Bid: The complete written response of the Provider to this ITB, including properly completed forms, supporting documents, and attachments.

Business days: Monday through Friday, excluding state holidays.

Business hours: 7 a.m. to 7 p.m., Eastern Time on all business days.

Calendar days: All days, including weekends and holidays.

Clinic: establishment or hospital department where outpatients are given medical treatment or advise

Contract: The formal agreement or order that will be awarded to the successful Provider under this ITB, unless indicated otherwise.

Department: The Department of Health; may be used interchangeably with DOH.

Dictator: Healthcare Professional who states medical information on patients

Dictations: Written record of medical information

Electronic File Mover System: System that is used to move and store electronic files

FreeBudget: Software used to count characters/units

HIPAA: Health Insurance Portability and Accountability Act

The Institute of Safe Medication Practices (ISMP): An organization whose focus is the prevention of medication error and safe medication use

Joint Commission: Organization that accredits, certifies and sets standards for healthcare organizations

Medical Transcriptionist: an allied health profession, which deals in the process of transcription, or converting voice-recorded reports as dictated by physicians or other healthcare professionals, into text format

Memory Curtain: Protection feature that is built into the operating system

Minor Irregularity: As used in the context of this solicitation, indicates a variation from the ITB terms and conditions which does not affect the price of the Bid, or give the Provider an advantage or benefit not enjoyed by other Providers, or does not adversely impact the interests of the Department.

Notations: a note or annotation

Order: As used in the context of this solicitation refers to a Purchase Order or a Direct Order.

Protected Execution: Protection feature that is built into the operating system

Provider: The business entity that submits a Bid. This term also may refer to the entity awarded a contract by the Department in accordance with the terms of this ITB.

Remote Attestation: method by which a host (client) authenticates its hardware and software configuration to a remote host (server). The goal of remote attestation is to enable a remote system (challenger) to determine the level of trust in the integrity of platform of another system (attestator). Method by which a client authenticates

Sealed Electronic Data Storage: System to protect private information

Third Party Verification: Process of getting an independent part to confirm requested changes or new services

Transcription: process of converting voice-recorded reports as dictated by medical and other healthcare professionals, into text format

Trusted Computed Technology: Technology that enforces computers to consistently behave in expected ways

Unit: individual character or space

Vendor Bid System (VBS): Refers to the State of Florida internet-based vendor information system at: http://myflorida.com/apps/vbs/vbs_main_menu.

SECTION 2.0: PROCUREMENT PROCESS, SCHEDULE & CONSTRAINTS

2.1 Procurement Officer

The Procurement Officer assigned to this solicitation is:

Florida Department of Health
Attention: [Bill Zimmerman](#)
4052 Bald Cypress Way, Bin B07
Tallahassee, FL 32399-1749
Email: bill.zimmerman@flhealth.gov

2.2 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 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. Section 287.057(23), Florida Statutes.

2.3 Term

It is anticipated that the Contract resulting from this ITB will be for a two-year period from July 1, 2017 or the Contract execution date whichever is later, subject to renewal as identified in **Section 4.2**. The Contract resulting from this ITB is contingent upon availability of funds.

2.4 Timeline

<u>EVENT</u>	<u>DUE DATE</u>	<u>LOCATION</u>
ITB Advertised / Released	<u>5/11/17</u>	<u>Posted to the Vendor Bid System at:</u> http://vbs.dms.state.fl.us/vbs/main_menu
Questions Submitted in Writing	Must be received PRIOR TO: <u>5/18/17 2:30 pm</u>	Submit to: Florida Department of Health Central Purchasing Office Attention: Bill Zimmerman Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749 E-mail: bill.zimmerman@flhealth.gov

Answers to Questions (Anticipated Date)	5/22/17	Posted to Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Bids Due and Opened	Must be received Prior to: <u>5/31/17</u> <u>2:30pm</u>	<u>Public Meeting</u> Submit to: Florida Department of Health Central Purchasing Office Attention: Bill Zimmerman Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749 E-mail: bill.zimmerman@flhealth.gov
Anticipated Posting of Intent to Award	<u>6/5/17</u>	Posted to the Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu

2.5 Addenda

If the Department finds it necessary to supplement, modify, or interpret any portion of the solicitation during the procurement process, a written addendum will be posted on the MyFlorida.com Vendor Bid System, http://vbs.dms.state.fl.us/vbs/main_menu. If the addendum alters the scope or specifications of the solicitation, the Provider will be required to sign the addendum acknowledging the changes and return it with the bid submittal. It is the responsibility of the Provider to be aware of any addenda that might affect their Bid.

2.6 Questions

This provision takes precedence over General Instruction #5 in PUR1001.

Questions related to this solicitation must be received, in writing (either via U.S. Mail, courier, e-mail, fax, or hand-delivery), by the Procurement Officer identified in **Section 2.4**, within the time indicated in the Timeline. Verbal questions or those submitted after the period specified in the Timeline will not be addressed.

Answers to questions submitted in accordance with the ITB Timeline will be posted on the MyFlorida.com Vendor Bid System web site: http://vbs.dms.state.fl.us/vbs/main_menu.

2.7 Basis of Award

A single award will be made to the responsive, responsible Provider offering the lowest grand total price. In the event there is a discrepancy between the unit price and the grand total price listed, the unit price will control.

2.8 Identical Tie Bids

Where there is identical pricing from multiple Providers, the Department will determine the order of award in accordance with Florida Administrative Code, Rule 60A-1.011.

2.9 Federal Excluded Parties List

In order to comply with Federal grant requirements, and/or determining vendor responsibility in accordance with sections 287.057(1), (2) and (3), Florida Statutes, and Florida Administrative Code, Rule 60A-1.006(1), a Provider or subcontractor that, at the time of submitting a Bid for a new Contract or renewal of an existing Contract is on the Federal Excluded Parties List, is ineligible for, may not submit a Bid for, or enter into or renew a Contract with an agency for goods or services, if any federal funds are being utilized.

SECTION 3.0: INSTRUCTIONS FOR BID SUBMITTAL

3.1 General Instructions to Respondents (PUR 1001)

This section explains the General Instructions to Providers (PUR 1001) of the solicitation process, and is a downloadable document incorporated into this solicitation by reference. This document should not be returned with the Bid. <http://dms.myflorida.com/content/download/2934/11780>

The terms of this solicitation will control over any conflicting terms of the PUR1001.

3.2 Instructions for Submittal

1. Providers are required to complete, sign, and return the “Price Page” with the Bid submittal. (**Mandatory Requirement**)
2. Providers must submit all technical and pricing data in the formats specified in the ITB.
3. Submit one original Bid and one electronic copy of the Bid on CD or thumb drive. The electronic copy should contain the entire Bid as submitted, including all supporting and signed documents. Refer to **Section 3.4** for information on redacting confidential information, if applicable.
4. Bids may be sent by U.S. Mail, Courier, or Hand Delivered to the location indicated in the Timeline.
5. Bids submitted electronically will **not** be considered.
6. Bids must be submitted in a sealed envelope/package with the solicitation number and the date and time of the Bid opening clearly marked on the outside.
7. The Department is not responsible for improperly marked Bids.
8. It is the Provider’s responsibility to ensure its Bid is submitted at the proper place and time indicated in the ITB Timeline.
9. The Department’s clocks will provide the official time for Bid receipt.

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

3.3 Cost of Preparation

Neither the Department of Health nor the State is liable for any costs incurred by a Provider in responding to this solicitation.

3.4 Public Records and Trade Secrets

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

Simultaneously, the Provider will provide the Department with a separate redacted paper and electronic copy of its Bid and briefly describe in writing the grounds for claiming exemption from the public records law, including the statutory citation for such exemption. This redacted copy must contain the solicitation name, number, and the name of the Provider on the cover, and must be clearly titled “**REDACTED COPY**”.

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

3.5 Price Page (Mandatory Requirement)

The Price Page is **Attachment B** of this ITB. Providers must fill out the Price Page as indicated, sign it, and return it with their Bid.

Providers must also complete and submit the renewal pricing section of the Price Page, **Attachment B**.

3.6 Documentation

Providers must complete and submit the following information or documentation as part of their Bid:

3.6.1 References

Provider must references from a minimum of three entities the Provider has provided medical transcription services of a similar size and nature of those requested in this solicitation within the last 3 years. Providers must use **Attachment C**, Reference Form of this ITB to provide the required information. The Department reserves the right to contact any and all entities in the course of this solicitation in order to verify experience. Information received may be considered in the Department’s determination of the Provider’s responsibility. The Department’s determination is not subject to review or challenge.

3.6.2 Statement of Non-Collusion

Providers must sign and return with their Bid the **Statement of Non-Collusion** form, **Attachment D**.

3.7 Special Accommodations

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

3.8 Responsive and Responsible (Mandatory Requirements)

Providers must complete and submit the following mandatory information or documentation as part of their Bid. Any Bid which does not contain the information below will be deemed non-responsive.

- Bids must be received by the time specified (**Section 2.4**).
- **Attachment: B: Price Page** (as specified in **Section 3.5**).

3.9 Late Bids

The Procurement Officer must receive Bids pursuant to this ITB no later than the date and time shown in the Timeline (Refer to **Section 2.4**). Bids that are not received by the time specified will not be considered.

3.10 Bid Bond

All Bids must be accompanied by a surety bond (i.e. Bid Bond) in the amount of 10 percent of the annual value of the contract. Failure of a Provider to provide the required Bid bond in the manner stated will cause the Bid to be considered non-responsive to this solicitation.

The Bid bond will be returned, to all Providers, upon conclusion of the posting of a Notice of Agency Decision, except for the successful Provider. The Bid bond will be returned to the successful Provider after the Contract is executed. The cost of the Bid bond will be borne by the Provider.

SECTION 4.0: SPECIAL CONDITIONS

4.1 **General Contract Conditions (PUR 1000)**

The General Contract Conditions (PUR 1000) form is a downloadable document incorporated in this solicitation by reference, that contains general Contract terms and conditions that will apply to any Contract resulting from this ITB, to the extent they are not otherwise modified. This document should not be returned with the Bid. <http://dms.myflorida.com/content/download/2933/11777>

The terms of this solicitation will control over any conflicting terms of the PUR1000. Paragraph 31 of PUR 1000 does NOT apply to this solicitation or any resulting contract.

4.2. **Renewal**

The Contract resulting from this solicitation may be renewed. Renewals may be made on a yearly basis or for a period that may not exceed three years or the term of the original Contract, whichever is longer. Renewals must be in writing, subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by the parties. Renewals are contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department and are subject to the availability of funds.

4.3 **Conflict of Interest**

Section 287.057(17)(c), Florida Statutes, provides "A person who receives a Contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent Contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to Contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such Contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to Contract with an agency."

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

Refer to Statement of Non-Collusion, **Section 3.6.2**

4.4 **Certificate of Authority**

All limited liability companies, corporations, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapters 605, 607, 617, and 620, Florida Statutes, respectively prior to Contract execution. The Department retains the right to ask for verification of compliance before Contract execution. Failure of the selected contractor to have appropriate registration may result in withdrawal of Contract award.

4.5 Provider Registration

Each Provider doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes must register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030. State agencies must not enter into an agreement for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, with any Provider not registered in the MyFloridaMarketPlace system, unless exempted by rule. The successful Provider must be registered in the MyFloridaMarketPlace system within 5 days after posting of intent to award.

Registration may be completed at:

<https://vendor.myfloridamarketplace.com/vms-web/spring/login?execution=e2s1>

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

4.6 Minority and Service-Disabled Veteran Business-Participation

The Department encourages Minority, Women, Service-Disabled Veteran, and Veteran-Owned Business Enterprise participation in all its solicitations.

4.7 Subcontractors

The Department will not authorize the use of subcontractors in Contract resulting from this ITB.

4.8 Commercial General Liability Insurance

Contractor must secure and maintain, at its sole expense and for the duration of the contract, term insurance policies to protect himself, any subcontractor(s), and the State of Florida. Contractor must save and hold harmless and indemnify the Department against any and all liability, claims, judgments or costs of whatsoever kind or nature for injury to, or death of any person or persons and for loss or damage to any property resulting from the use, service operation, or performance of work under the terms of this Contract, resulting in whole or in part from the negligent acts or omissions by Contractor, his subcontractor, or any of the employees, agents, or representatives of the Contractor or subcontractor.

- A. Workers' Compensation in accordance with applicable state laws and regulations.
- B. General Liability Insurance covering all operations and services under the Contract in amounts sufficient to protect the Department.
- C. Commercial Automobile Liability Insurance in amounts sufficient to protect the Department.

Certificates of insurance coverage described above must be furnished by the Provider on request of the Department.

No insurance will be acceptable unless written by a company licensed by the State of Florida Department of Financial Services, Division of Insurance Agent and Agency Services to do business in Florida, where the work is to be performed at the time policy is issued.

4.9 Performance Measures

Pursuant to section 287.058, Florida Statutes, the resulting Contract must contain performance measures which specify the required minimum level of acceptable service to be performed. These will be established based on final determination of tasks and deliverables.

4.10 Financial Consequences

Pursuant to section 287.058, Florida Statutes, the resulting Contract must contain financial consequences that will apply if the Provider fails to perform in accordance with the Contract terms. The financial consequences will be established based on final determination of the performance measures and Contract amount.

4.11 Order

Providers must become familiar with the Department's Order, which contains administrative, financial and non-programmatic terms and conditions mandated by federal laws, state statutes, administrative code rules, and directive of the Chief Financial Officer.

Use of the Order is mandatory for Department Direct Orders issued in MFMP as they contain the basic clauses required by law. The terms and conditions contained in the Order Terms and Conditions are non-negotiable. The State of Florida, Department of Health, Order Terms and Conditions are located at:

http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/_documents/DOH-Terms-and-Conditions.pdf

4.12 Conflict of Law and Controlling Provisions

Any Contract resulting from this ITB, and any conflict of law issue, will be governed by the laws of the state of Florida. Venue must be Leon County, Florida.

4.13 Agency Inspectors General

It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Florida Statutes.

4.14 Records and Documentation

To the extent that information is used in the performance of the resulting Contract or generated as a result of it, and to the extent that information meets the definition of “public record” as defined in section 119.011(12), Florida Statutes, said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, Provider must make the public records available for inspection or copying upon request of the Department’s custodian of public records at cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or otherwise, and must comply with Chapter 119 at all times as specified therein. It is expressly understood that the Provider’s refusal to comply with Chapter 119, Florida Statutes, will constitute an immediate breach of the Contract resulting from this ITB and entitles the Department to unilaterally cancel the Contract agreement.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITB must be retained by the Provider for a period of six years after the termination of the resulting Contract or longer as may be required by any renewal or extension of the Contract. During the records retention period, the Provider agrees to furnish, when requested to do so, all documents required to be retained. Submission of such documents must be in the Department’s standard word processing format. If this standard should change, it will be at no cost incurred to the Department. Data files will be provided in a format readable by the Department.

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

4.15 **Protests**

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Only documents delivered by the U.S. Postal Service, a private delivery service, in person, or by facsimile during Business hours (Monday-Friday, 8:00 a.m. - 5:00 p.m., Eastern Standard Time) will be accepted. Documents received after hours will be filed the following business day.

No filings may be made by email or any other electronic means. All filings must be made with the Agency Clerk ONLY and are only considered "filed" when stamped by the official stamp of the Agency Clerk. It is the responsibility of the filing party to meet all filing deadlines.

Do not send Bids to the Agency Clerk's Office. Send all Bids to the Procurement Officer and address listed in the Timeline.

The Agency Clerk's mailing address is:

Agency Clerk
Florida Department of Health
4052 Bald Cypress Way, BIN A-02
Tallahassee, Florida 32399-1703
Telephone No. (850) 245-4005

The Agency Clerk's physical address for hand deliveries is:

Agency Clerk, Department of Health
2585 Merchants Row Blvd.
Tallahassee, Florida 32399
Fax No. (850) 410-1448

4.16 **Data Security and Confidentiality**

The Provider, its employees, subcontractors, and agents must comply with all cyber security procedures of the Department of Health in performance of the contract resulting from this solicitation as specified in **Attachment E**.

ATTACHMENT A

Scope of Services

A. Scope of Services

The purpose of this ITB is to purchase medical transcription services for the Department's Children's Medical Services Plan (CMSP) area Offices. The Department does not guarantee any minimum amount of work to the successful Bidder, but notes that the anticipated monthly number of units transcribed statewide is 7,863,914

B. Service Tasks

1. Provider will perform as follows:
2. Provide an automated system that Allows healthcare professionals to call in and dictate medical reports. The system must also allow for the resulting transcribed reports to be downloaded by the Department and be encrypted for HIPAA compliance.
3. Provide a 24 hour/s and 7 days a week toll-free telephone number for dictations that can handle multiple concurrent calls from long distance or an electronic file mover system where Provider can access the dictations.
4. Provide Transcription in a manner consistent with industry approved security hardware and software such as Trusted Computing technology or equivalent, with emphasis on secure input and output of electronic information, memory curtaining/protected execution, sealed electronic data storage, remote attestation of access attempts, and trusted third party verification capability.
5. Be capable of handling minimum of 7,863,914 units per month.
6. Keep clinic dictations together and bundled in an electronic file by CMSP area office. Files should be organized by clinic name and clinic date via separate account numbers.
7. Create and deliver transcriptions to the Department within 48 hours after receipt of the dictation, excluding weekends and holidays.
8. Accommodate special requests from medical professional dictators, within three (3) hours of receipt of the request or by close of business on the day of request, whichever is sooner. Special requests would apply to urgent requests and to requests to fax reports. Accommodate special requests at no additional cost to the Department beyond the unit rate.
9. Maintain an individual medical transcription saved and organized by: name of clinic, clinic date, patient last name, patient first name, client enrollment number, patient date of birth, medical professional last name, and medical professional first name.
10. Transcription style must be compliant with current industry guidelines and reference standards used for grammar and punctuation. Use of standard abbreviations, medical terminology including drug and laboratory terminology must comply with the Joint Commission and ISMP standards.
11. Use a blank space denoted with brackets [], if Provider is unable to understand the healthcare professional, cannot verify the spelling of medical terminology, or cannot verify the meaning of an abbreviation,. When possible, the term can be spelled phonetically in parentheses for verification. Blanks caused by audio cuts in the dictation or due to being inaudible will also be noted. Notations for the number of blanks per report, discrepancies in dictation, audio or dictation habits that may affect the completeness or accuracy of a report, or unexpected occurrences during transcription will be noted on a report log or within the medical transcription itself. Notations are invoiced at the same per unit rate.

ATTACHMENT A
Scope of Services

12. Maintain internal quality assurance procedures to minimize transcription error for comparing voice to text, review all blanks and ensure timely submission of transcriptions to the Department.
13. Invoice by number of units transcribed. A unit consists of a single transcribed character (alphabetic or numeric), space or punctuation. Each unit shall be counted with FreeBudget or comparable industry-specific software.
14. Use only medical transcriptionists located within the United States to perform work under this ITB .
15. Affirm that it fully understands the confidential nature of protected health information and that its employees will keep all information regarding Department patients strictly confidential in keeping with the guidelines and standards of the American Association of Medical Transcription, applicable Florida Statutes, and HIPAA. The successful Provider must execute a HIPAA Business Associate Agreement with the Department (Exhibit A).
16. Ensure that transcription services are accessible during the hours of 7:00 a.m. to 7:00 p.m. EST, Monday through Friday. During these hours, should the Department have issues or questions regarding any transcription, the Provider will have a representative available to answer questions, either via telephone or email; if the inquiry is sent via email, the Provider will respond within two (2) hours.
17. Invoice must be sent monthly within 15 days following the end of the month to the appropriate CMS office identified by contract or direct order, and indicating the following criteria to be considered for payment: at a minimum, the invoice must meet the following criteria to be considered for payment:
 - a) Original invoice.
 - b) Provider Identified.
 - c) Provider's remittance address.
 - d) Invoice date, service term
 - e) Reference: Contract #.
 - f) Contact Name and Number.
 - g) Invoice service period.
 - h) Brief description of contract services provided.
 - i) Total number of billable patient encounters for invoice service period.
 - j) Reference: contracted unit rate.
 - k) Documentation requested by the Department's Contract Manager to support billable patient encounters.
 - l) Attached to the invoice should be a list of each clinic and patient included on the invoice with a breakdown by lines/characters for each clinic and patient with a Grand Total at the end of the list; which should equal to the total Lines/Characters on invoice

**ATTACHMENT B
PRICE PAGE**

A single award will be made to the responsive, responsible Provider offering the lowest grand total price for all deliverables inclusive of cost described in this ITB. In the event there is a discrepancy between the unit price and the grand total price listed, the unit price will control. Providers must insert a price for each line indicated below.

Initial Two Year Term

Description	Unit Price
Medical Transcription Services	\$ _____ (price per unit)

Renewal Pricing

Description	Unit Price
Renewal Year 1 -Medical transcription units are all transcribed characters including spaces and punctuation	\$ _____ (price per unit)
Renewal Year 2 - Medical transcription units are all transcribed characters including spaces and punctuation	\$ _____ (price per unit)
Renewal Year 3 - Medical transcription units are all transcribed characters including spaces and punctuation	\$ _____ (price per unit)

Grand Total (Initial Term & Renewal Years): \$ _____

**ATTACHMENT B
PRICE PAGE**

Provider Name: _____

Provider Mailing Address: _____

City-State-Zip: _____

Telephone Number: _____

Email Address: _____

Federal Employer Identification Number (FEID): _____

BY AFFIXING MY SIGNATURE ON THIS BID, I HEREBY STATE THAT I HAVE READ THE ENTIRE ITB TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS AND ALL ITS ATTACHMENTS, INCLUDING THE REFERENCED PUR 1000 AND PUR 1001. I hereby certify that my company, its employees, and its principals agree to abide to all of the terms, conditions, provisions and specifications during the competitive solicitation and any resulting Contract including those contained in the Order.

Signature of Authorized Representative*: _____

Printed (Typed) Name and Title: _____

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

**ATTACHMENT C
REFERENCE FORM**

Provider's Name:

Providers must provide contact information for three references evidencing three years of experience in the last three years in medical transcription services. Providers may use this reference form to provide the required information. The Department of Health will not be accepted as a reference for this solicitation. The Department reserves the right to contact any and all entities in the course of this solicitation in order to verify experience. Information received may be considered in the Department's determination of the Provider's responsibility. The Department's determination is not subject to review or challenge.

1.	Company/Agency Name:	
	Address:	
	City, State, Zip:	
	Contact Name:	
	Contact Phone:	
	Contact Email Address:	
	General Description of Work:	
	Service Dates:	
	Approximate Contract Value:	\$
2.	Company/Agency Name:	
	Address:	
	City, State, Zip:	
	Contact Name:	
	Contact Phone:	
	Contact Email Address:	
	General Description of Work:	
	Service Dates:	
	Approximate Contract Value:	\$

**ATTACHMENT C
REFERENCE FORM**

3.	Company/Agency Name:	
	Address:	
	City, State, Zip:	
	Contact Name:	
	Contact Phone:	
	Contact Email Address:	
	General Description of Work:	
	Service Dates:	
	Approximate Contract Value:	\$

**ATTACHMENT D
STATEMENT OF NON-COLLUSION**

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

Signature of Authorized Representative*

Date

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

**ATTACHMENT E
CYBER SECURITY AND CONFIDENTIALITY**

1. Data Security and Confidentiality:

- a. Provider, its employees, subcontractors, and agents will comply with all security procedures of the Department in performance of this contract. Provider will provide immediate notice to the Department's Information Security Manager (ISM), or their designee, in the event it becomes aware of any security breach and any unauthorized transmission of State Data as described below or of any allegation or suspected violation of security procedures of the Department. Except as required by law or legal process and after notice to the Department, Provider will not divulge to third parties any confidential information obtained by Provider or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing contract work, including, but not limited to, Florida Administrative Code Chapter 74-2, security procedures, business operations information, or commercial proprietary information in the possession of the state or the Department. At the request of the Department the Provider will obtain a current American Institute of Certified Public Accountants (AICPA) "Standards for Attestation Engagements no. 16" (SSAE 16). The Department may review the Provider's SSAE 16 in lieu of the Department conducting a test.

- b. **Loss of Data:** In the event of loss of any State Data or record(s) where such loss is due to the negligence of Provider or any of its subcontractors or agents, Provider will be responsible for recreating such lost data in the manner and on the schedule set by the Department at Provider's sole expense, in addition to any other damages the Department may be entitled to by law or the Contract. Failure to maintain security that results in certain data release will subject Provider to administrative sanctions for failure to comply with section 501.171, Florida Statutes, together with any costs to the Department of such breach of security caused by Provider. If State Data will reside in Provider's system, the Department may conduct, or request Provider conduct at Provider's expense, annual network penetration test, or security audit of Provider systems on which State Data resides. Provider will:
 - 1) Copies: At contract termination or expiration--submit copies of all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the Contractor under the Contract; submit copies of all State Data to the Department in a format to be designated by the Department in accordance with section 119.0701, Florida Statutes,; shred or erase parts of any retained duplicates containing personal information of all copies to make any personal information unreadable.

 - 2) Originals: At contract termination or expiration--retain its original records, and maintain, in confidence to the extent required by law, Provider's original records in unredacted form, until the records retention schedule expires and to reasonably protect such documents and data during any pending investigation or audit;

Exhibit A

- 3) Both Copies and Originals: Upon expiration of all retention schedules and audits or investigations and upon notice to the Department, destroy all State Data from Provider's systems including, but not limited to, electronic data and documents containing personal information or other data that is confidential and exempt under Florida public records law.
- c. Data Protection: No State Data or information will be stored in, processed in, or shipped to offshore locations or outside of the United States of America, regardless of method, except as required by law. Access to State Data will only be available to approved and authorized staff, including offshore Provider personnel, that have a legitimate business need. Requests for offshore access will be submitted in accordance with the Department established processes and will only be allowed with express written approval from the Deputy Secretary of Administration. Third parties may be granted time-limited terminal service access to IT resources as necessary for fulfillment of related responsibilities with prior written approval by the ISM. Third parties will not be granted remote access via VPN, private line, or firewall holes, without an approved exemption. Requests for exceptions to this provision must be submitted to the ISM for approval. When remote access needs to be changed, the ISM will be promptly notified. Provider will abide by all Department and State data encryption standards regarding the transmission of confidential or confidential and exempt information. Offshore data access must be provided via a trusted method such as SSL, TLS, SSH, VPN, IPsec or a comparable protocol approved by the ISM. Confidential information must be encrypted using an approved encryption technology when transmitted outside of the network or over a medium not entirely owned or managed by the Department. Provider agrees to protect, indemnify, defend, and hold harmless the Department and State from and against any and all costs, claims, demands, damages, losses and liabilities arising from or in any way related to Provider's breach of data security or the negligent acts or omissions of Provider related to this subsection.
- d. All employees, subcontractors, or agents performing work under the contract must comply with all security and administrative requirements of the Department. Provider will not divulge to third parties any confidential information obtained by Provider or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the state or the Department.
2. Notice Requirement: Provider will notify the Department upon detection of anomalous or malicious traffic within the scope of contracted services. To the extent applicable, failure to notify the Department of events or incidents that result in breach will subject Provider to administrative sanctions, together with any costs to the Department of such breach of security.

Exhibit A

COMBINED HIPAA PRIVACY BUSINESS ASSOCIATE AGREEMENT AND CONFIDENTIALITY AGREEMENT AND HIPAA SECURITY RULE ADDENDUM AND HITECH ACT COMPLIANCE AGREEMENT

The parties have entered into this Agreement for the purpose of satisfying the Business Associate contract requirements of the regulations at 45 CFR 164.502(e) and 164.504(e), issued under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Security Rule, codified at 45 C.F.R Part 164, Subparts A and C. (the “Security Rule”), the Health Information Technology For Economic and Clinical Health Act, enacted in Pub. L. No. 111-05 H.R., 111th Cong. (2009), Title XIII (the “HITECH Act”), as well as the confidentiality requirements contained in section 110.123 (9), Florida Statutes.

The Parties: The Florida Department of Health (the “Covered Entity”).

_____, a _____ corporation, with its principal place of business at _____ (the “Business Associate”).

1.0 Definitions

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501, and in the HITECH Act, Subtitle D.

“Individual” has the same meaning as the term “individual” in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

“Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

“Protected Health Information” is defined at 45 CFR 160.103 and in the HITECH Act. For purposes of this Agreement, the term refers only to that Protected Health Information received directly or indirectly from, or received or created on behalf of, the Covered Entity.

“Secretary” means the Secretary of the U.S. Department of Health and Human Services or designee.

“Security Incident” means any event resulting in computer systems, networks, or data being viewed, manipulated, damaged, destroyed or made inaccessible by an unauthorized activity. See National Institute of Standards and Technology (NIST) Special Publication 800-61, "Computer Security Incident Handling Guide," for more information.

2.0 Obligations and Activities of Business Associate Regarding Protected Health Information

- (a) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by Sections 3.0, 5.0 and 6.0 of this Agreement, or as required by applicable federal or laws of the State of Florida.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

Exhibit A

- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- (e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (f) Business Associate agrees to provide access, at the request of Covered Entity or an Individual, and in a prompt and reasonable manner consistent with the HIPAA regulations, to Protected Health Information in a designated record set, to the Covered Entity or directly to an Individual in order to meet the requirements under 45 CFR 164.524.
- (g) Business Associate agrees to make any Amendment(s) to Protected Health Information in a designated record set that the Covered Entity or an Individual directs or agrees to pursuant to 45 CFR 164.526, in a prompt and reasonable manner consistent with the HIPAA regulations.
- (h) Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or at the request of the Covered Entity, to the Secretary in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (i) Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (j) Business Associate agrees to provide to Covered Entity or an Individual an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, in a prompt and reasonable manner consistent with the HIPAA regulations.
- (k) Business Associate certifies that it is in compliance with all applicable provisions of HIPAA standards for electronic transactions and code sets, also known as the Electronic Data Interchange (EDI) Standards, at 45 CFR Part 162; and the Annual Guidance as issued by the Secretary pursuant to the HITECH Act, sec. 13401. Business Associate further agrees to ensure that any agent, including a subcontractor, that conducts standard transactions on its behalf, will comply with the EDI Standards and the Annual Guidance.
- (l) Business Associate agrees to determine the Minimum Necessary type and amount of Protected Health Information required to perform its services and will comply with 45 CFR 164.502(b) and 514(d).

3.0 Permitted or Required Uses and Disclosures by Business Associate

- (a) Except as expressly permitted in writing by the Covered Entity, Business Associate shall 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 Covered Entity.
- (b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

Exhibit A

- (c) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1). Business Associate may use Protected Health Information as necessary to provide the services required under the following service contract(s) with the Covered Entity: Insert Name and Date of Contract.

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

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

5.0 Confidentiality Agreement Under State Law

- (a) Generally. In addition to the HIPAA privacy requirements, Business Associate agrees to observe the confidentiality requirements of section 110.123 (9), Florida Statutes. In general, the referenced statute provides that patient medical records and medical claims records of state employees, former state employees, and their covered dependents are confidential and exempt from the provisions of section 119.07 (1), Florida Statutes, known as the public records law of the State of Florida. Any person who willfully, knowingly, and without authorization discloses or takes data, programs, or supporting documentation, including those residing or existing internal and external to the Covered Entity's computer system, commits an offense in violation of section 815.04, Florida Statutes.

Confidentiality requirements protect more than unlawful disclosure of documents. The confidentiality requirements protect the disclosure of all records and information of the Covered Entity, in whatever form, including the copying or verbally relaying of confidential information.

- (b) Receipt of a Subpoena. If Business Associate is served with subpoena requiring the production of the Covered Entity's records or information, Business Associate shall immediately contact the Department of Health, Office of the General Counsel, (850) 245-4005.

A subpoena is an official summons issued by a court or an administrative tribunal, which requires the recipient to do one or more of the following:

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

- (c) Employees and Agents. Business Associate acknowledges that the confidentiality requirements herein apply to all its employees, agents and representatives. Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions, against the Covered Entity, including costs and attorneys' fees, resulting from the breach by Business Associate of the confidentiality requirements of this

Solicitation Number: DOH16-049

Invitation to Bid

Medical Transcription Services

Exhibit A

Agreement.

(d)

(e) **6.0 Permissible Requests by Covered Entity.**

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

7.0 Term and Termination

- (a) Term. The Term of this Agreement shall begin on the last date set forth on the signature blocks below and shall terminate on the date the Business Associate no longer provides services to the Covered Entity.
- (b) Termination for Cause. Without limiting any other termination rights the parties may have, upon Covered Entity's knowledge of a material breach by Business Associate of a provision under this Agreement, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. If the Agreement of Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, the Covered Entity shall have the right to immediately terminate the Agreement. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (c) Return or Destruction of PHI upon Termination. Within sixty (60) days after termination of the Agreement for any reason, or within such other time period as mutually agreed upon in writing by the parties, Business Associate shall return to Covered Entity or destroy all Protected Health Information maintained by Business Associate in any form and shall retain no copies thereof. Business Associate also shall recover, and shall return or destroy with such time period, any Protected Health Information in the possession of its subcontractors or agents. Within fifteen (15) days after termination of the Agreement for any reason, Business Associate shall notify Covered Entity in writing as to whether Business Associate intends to return or destroy such Protected Health Information. If Business Associate elects to destroy such Protected Health Information, it shall certify to Covered Entity in writing when and that such Protected Health Information has been destroyed. If any subcontractors or agents of the Business Associate elect to destroy the Protected Health Information, Business Associate will require such subcontractors or agents to certify to Business Associate and to Covered Entity in writing when such Protected Health Information has been destroyed. If it is not feasible for Business Associate to return or destroy any of said Protected Health Information, Business Associate shall notify Covered Entity in writing that Business Associate has determined that it is not feasible to return or destroy the Protected Health Information and the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations, and restrictions set forth in this Agreement to Business Associate's use or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible. If its not feasible for Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, Business Associate shall provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions set forth in this Agreement to the subcontractors' or agents' uses or disclosures of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible.

Prior to destroying any records hereunder, the Business Associate shall obtain written confirmation from the Covered Entity that such actions will not violate the State of Florida's record retention policies.

8.0 HIPAA Security Rule Addendum

- (a) Security of Electronic Protected Health Information. Business Associate will develop, implement, maintain, and

Exhibit A

use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information (as defined in 45 C.F.R. § 160.103) that Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity consistent with the Security Rule.

- (b) Reporting Security Incidents. Business Associate will report to the Covered Entity any Security Incident of which Business Associate becomes aware that is (1) a successful unauthorized access, use or disclosure of any Electronic Protected Health Information; or (2) a successful major (a) modification or destruction of any Electronic Protected Health Information or (b) interference with system operations in an information system containing any Electronic Protected Health Information. Upon the Covered Entity's request, Business Associate will report any incident of which Business Associate becomes aware that is a successful minor (a) modification or destruction of any Electronic Protected Health Information or (b) interference with system operations in an information system containing any Electronic Protected Health Information.
- (c) Compliance Date. The parties to this Amendment will comply with Sections (a) through (c) of this Section 8 by the later of the (1) the last date set forth in the signature blocks below or (2) the compliance deadline of the Security Rule as defined in 45 C.F.R. § 160.103.

9.0 HITECH Act Compliance Agreement

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

- (a) Reporting. The Business Associate shall make a good faith effort to identify and report any use or disclosure of Protected Health Information not provided for in this Contract.
- (b) To Covered Entity. The Business Associate will report to the Covered Entity, within ten (10) business days of discovery, any use or disclosure of Protected Health Information not provided for in this Contract of which the Business Associate is aware. The Business Associate will report to the Covered Entity, within twenty-four (24) hours of discovery, any Security Incident of which the Business Associate 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 Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- (c) To Individuals. In the case of a breach of Protected Health Information discovered by the Business Associate, the Business Associate shall first notify the Covered Entity of the pertinent details of the breach and upon prior approval of the Covered Entity shall notify each individual whose unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired 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 of broadcast media, including major media in the geographic areas where the individuals affected by the breach likely reside. In any case deemed by the Business Associate to require urgency because of possible imminent misuse of unsecured Protected Health Information, the Business Associate may also provide information to individuals by telephone or other means, as appropriate.
- (d) To Media. In the case of a breach of Protected Health Information discovered by the Business Associate where the unsecured Protected Health Information of more than 500 persons is reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the Covered Entity, the Business Associate shall provide notice to prominent media outlets serving the State or relevant portion of the State involved.

Exhibit A

- (e) To Secretary of Health and Human Services. The Business Associate shall cooperate with the Covered Entity to provide notice to the Secretary of Health and Human Services of unsecured Protected Health Information that has been acquired or disclosed in a breach. If the breach was with respect to 500 or more individuals, such notice must be provided immediately. If the breach was with respect to less than 500 individuals, the Business Associate may maintain a log of such breach occurring and annually submit such log to the Covered Entity so that it may satisfy its obligation to notify the Secretary of Health and Human Services documenting such breaches occurring in the year involved.
- (f) 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 Reinvestment Act of 2009.
- (g) Financial Responsibility. The Business Associate shall be responsible for all costs related to the notices required under this Attachment.
- (h) Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information in violation of this Attachment.

10.0 Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule, the Security Rule or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- (b) Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, Standard Transactions, the security of Health Information, or other aspects of HIPAA-AS or the HITECH Act applicable or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, amend this Agreement in such manner as such party determines necessary to comply with such law or regulation. If the other party disagrees with such Amendment, it shall so notify the first party in writing within thirty (30) days of the notice. If the parties are unable to agree on an Amendment within thirty (30) days thereafter, then either of the parties may terminate the Agreement on thirty (30) days written notice to the other party.
- (c) Survival. All provisions in this Agreement that expressly or customarily survive the termination or expiration of the Agreement shall continue in effect after the Agreement is terminated or expires.
- (d) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule and the confidentiality requirements of the State of Florida, including section 110.123 (9), Florida Statutes.
- (e) No Third Party Beneficiary. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assignees of the parties, any rights, remedies, obligations, or liabilities whatsoever.
- (f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida to the extent not preempted by the Privacy Rules or other applicable federal law. In the event of a dispute, venue of any proceedings shall be the appropriate federal or state court in Leon County, Florida.
- (g) Indemnification and Performance Guarantees. Business Associate shall indemnify, defend, and save harmless the State of Florida and Individuals for any financial loss as a result of claims brought by third parties and which are caused by the failure of Business Associate, its officers, directors or agents to comply with the terms of this Agreement.

Exhibit A

(h) Assignment. Business Associate shall not assign either its obligations or benefits under this Agreement without the expressed written consent of the Covered Entity, which shall be at the sole discretion of the Covered Entity. Given the nature of this Agreement, neither subcontracting nor assignment by the Business Associate is anticipated and the use of those terms herein does not indicate that permission to assign or subcontract has been granted.

IN WITNESS WHEREOF, the Parties have executed this combined HIPAA Privacy Business Associate Agreement, Confidentiality Agreement, HIPAA Security Rule Addendum and HITECH Act Compliance Agreement, on the date(s) set forth below.

For: **Florida Department of Health**

For: **[Insert Name of Company]**

By: _____

By: _____
Signature

Date: _____

(Print Name and Title)

Date: _____

Approved as to form and legality:

Office of DOH General Counsel

Date: _____