



4050 Esplanade Way  
Tallahassee, FL 32399-0950

Rick Scott, Governor

Erin Rock, Secretary

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**ATTACHMENT B**

**CONTRACT**

**FOR**

**INDEPENDENT BENEFITS CONSULTING SERVICES**

**DMS NO: 17/18-003**

**BETWEEN**

**THE STATE OF FLORIDA**

**DEPARTMENT OF MANAGEMENT SERVICES**

**AND**

**<<PARTY NAME>>**

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Attachment C Price Sheet

Attachment D Special Conditions

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## Contract

This contract is between the STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES (Department), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and (Contractor).

The Parties enter into this contract in accordance with the terms and conditions of solicitation DMS 17/18-003, RFP for Independent Benefits Consulting.

The Parties therefore agree as follows.

### SECTION 1. DEFINITIONS

The following definitions apply in addition to the definitions in the Special Conditions form.

- 1.1 Access: Review, inspect, approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any data, regardless of type, form, or nature of storage. Access to a computer system or network includes local and remote access.
- 1.2 Confidential Information: Any portion of a Contractor's documents, Data or records disclosed relating to its response that the Contractor claims is confidential and not subject to disclosure pursuant to Chapter 119, Florida statutes, the Florida Constitution, or any other authority and is clearly marked "Confidential."
- 1.3 Contract Manager: The representative designated by the Department who will oversee all aspects of the Contract, monitor performance expectations, and serve as the primary point of contact for the Contractor.
- 1.4 Contractor: \_\_\_\_\_.
- 1.5 Data or State of Florida Data: representation of information, knowledge, facts, concepts, computer software, computer programs or instructions, that is exempt, confidential, or Protected Health Information that are protected under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 C.F.R. §§ 160 or 164, the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), or the regulations promulgated thereunder; or section 110.123(9), Florida Statutes. Data may be in any form, including but not limited to, storage media, computer memory, in transit, presented on a display device, or in physical media such as paper, film, microfilm, or microfiche. Data includes the original form of the Data and all metadata associated with the Data.
- 1.6 Department: The State of Florida, Department of Management Services, is referred to in this document as "DMS" or "Department."
- 1.7 Division of State Group Insurance (DSGI): A division within the Department of Management Services responsible for administration of state employee insurance programs.

- 1.8 HIPAA: The Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 together with the provisions of the Health Information Technology for Economic and Clinical Health Act (the HITECH Act).
- 1.9 Proposal: the formal response to the solicitation, DMS 17/18-003, RFP for Independent Benefits Consulting.
- 1.10 State: The State of Florida and its agencies.

## **SECTION 2. TERM**

### **2.1 Initial Term**

The initial term of the Contract will be for one year. The initial contract term shall begin on October 2, 2017 or on the last date the Contract is signed by all Parties, whichever is later.

### **2.2 Renewal Term**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part, for renewal terms up to a period not to exceed three (3) years. The contract may only be renewed in accordance with section 287.057(13), Florida Statutes.

Any renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds.

### **2.3 Termination**

The termination provisions are as provided in the Special Conditions, as modified in Section 4.5.

## **SECTION 3. PAYMENTS**

### **3.1 Pricing**

The Contractor shall adhere to the prices and and total hours as stated in Attachment C, an attachment to the competitive solicitation, which is incorporated by reference into the Contract.

### **3.2 Price Adjustments**

Price adjustments will not be allowed during the initial term of the Contract. However, the Department reserves the right to negotiate a lower price for renewal terms at any point during the Contract.

### **3.3 Performance Measures**

A violation of the Performance Measures, as described in Attachment A, Statement of Work, shall be considered a breach of the Contract. The Department and the Contractor agree that the damages resulting from Contractor's failure to perform in a timely manner are presently impossible to ascertain and will be difficult to ascertain in the future. The issues involved in determining such damages will be numerous, complex, and unreasonably burdensome to prove. The parties acknowledge that these financial consequences are liquidated damages, exclusive of any right to other legal or equitable remedies, not intended to be a penalty, and solely intended to compensate for unknown

and unascertainable damages. At its option, the Department may, for any amount due to the State as liquidated damages, deduct such amount from any money payable to the Contractor or may bill the Contractor as a separate item.

**3.4 Detail of Bills**

The Contractor shall submit bills for fees or other compensation for services or expenses in detail sufficient enough for a proper pre-audit and post-audit. The Department reserves the right to request additional documentation as needed.

**3.5 Bills for Travel**

For services under this contract, any expense incurred by the Contractor for travel must be authorized by the Department in advance. Bills for travel expenses, if permitted, must be submitted in accordance section 112.061, Florida Statutes.

**3.6 Payments**

The Parties agree that payments under this contract shall be made upon receipt and acceptance of completed Contractor's submitted invoices reviewed and approved by the Department.

**3.7 Final Invoice**

Unless this Contract is amended, renewed, or extended, the deliverables of the Statement of Work must be completed by the contract end date.

**3.8 Appropriations**

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

**SECTION 4. CONTRACT DOCUMENTS & HIERARCHY**

This Contract sets forth the entire understanding of the Parties and consists of the documents listed below. In the event any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

- 4.1 This Contract document
- 4.2 Attachment A: Statement of Work
- 4.3 Attachment C: Price Sheet.
- 4.4 Attachment E: Business Associate Agreement
- 4.5 Attachment D: Special Conditions, which shall apply except for Sections 7.2 and 7.3, which shall be replaced in their entirety as follows:

7.2. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

7.3. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

#### **4.6 Proposal**

## SECTION 5. CONTRACT ADMINISTRATION

### 5.1 Department Contract Administrator

The Contract Administrator whose responsibilities will be to maintain this Contract is as follows:

Maureen Livings  
Departmental Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 335.2Z  
Tallahassee, Florida 32399-0950  
Telephone: (850) 410-2404  
Email: [Maureen.Livings2@dms.myflorida.com](mailto:Maureen.Livings2@dms.myflorida.com)

In the event that the Department changes the Contract Administrator, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

### 5.2 Contract Manager

The Contract Manager who is primarily responsible for overseeing the Contractor's performance of its duties and obligations pursuant to the terms of this Contract shall be as follows:

Tami Fillyaw  
Division of State Group Insurance  
4050 Esplanade Way, Suite 215  
Tallahassee, Florida 32399-0950  
Telephone: (850) 921-4658  
Email: [tami.fillyaw@dms.myflorida.com](mailto:tami.fillyaw@dms.myflorida.com)

In the event that the Department changes the Contract Manager, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

### 5.3 Contractor Representative

The Contractor's employee who is primarily responsible for overseeing the Contractor's performance of its duties and obligations pursuant to the terms of this Contract shall be:

Jane Doe  
<Insert vendor name>  
<Insert vendor physical address>  
Telephone: (850) XXX-XXXX  
Email: [jane.doe@xxxxxx.com](mailto:jane.doe@xxxxxx.com)

## SECTION 6. DEPARTMENT OF STATE, CORPORATE STATUS CERTIFICATE

Contractor and any subcontractors that assert corporate status must provide the Department conclusive evidence, per section 607.0127, Florida Statutes, of a certificate of status if a Florida corporation, or of a certificate of authorization if a foreign corporation, obtained from the Florida

Department of State per section 607.0128, Florida Statutes, not subject to any qualification stated in the certificate, and maintain such status through the life of the Contract.

## **SECTION 7. PUBLIC RECORDS**

### **7.1 Access to Public Records**

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public Access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Florida Statutes. Additional requirements are contained within Section 8 of the Special Conditions.

### **7.2 Redacted Copies of Confidential Information**

If the Contractor considers any portion of any documents, Data, or records submitted to the Department to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

### **7.3 Request for Redacted Information**

In the event of a public records or other disclosure request pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the Department will provide the Contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Contractor such an assertion has been made. It is the Contractor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Contractor under legal process, the Department shall give the Contractor prompt notice of the demand prior to releasing the information labeled "Confidential" (unless otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

### **7.4 Indemnification**

The Contractor shall protect, defend and indemnify the Department for any and all claims arising from or relating to the Contractor's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Contractor fails to submit a redacted copy of information it claims is Confidential, the Department is authorized to produce the entire documents, Data, or records submitted to the Department in answer to a public records request or other lawful request for these records.

## **SECTION 8. GEOGRAPHIC LOCATION OF DATA AND SERVICES**

The State of Florida requires that all Data generated, used or stored by the Contractor pursuant to the Contract will reside and remain in the United States and will not be transferred outside of the United States. The State of Florida also requires that all services provided under the Contract, including call center or other help services, will be performed by persons located in the United States.

## **SECTION 9. GIFTS**

The Contractor agrees that it will not offer to give or give any gift to any State of Florida employee. This Contractor will ensure that its subcontractors, if any, will apply with this provision.

## **SECTION 10. MONITORING BY THE DEPARTMENT**

The Contractor shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Contractor that are relevant to this Contract and to interview clients, employees and subcontractor employees of the Contractor to assure the Department of satisfactory performance of the terms and conditions of this Contract. Following such review, the Department may deliver to the Contractor a written report of its finding(s) and direct the development, by the Contractor, of a corrective action plan. This provision will not limit the Department's termination rights.

## **SECTION 11. BACKGROUND SCREENING, RECORD RETENTION, AND WARRANTY OF SECURITY**

All Contractor employees, Subcontractors and agents performing work under the Contract must comply with all security and administrative requirements of the Department.

### **11.1 Background Screening**

In addition to any background screening required by the Contractor as a condition of employment, the Contractor warrants that it will conduct a criminal background screening of, or ensure that such a screening is conducted for, each of its employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees or other person, hereinafter referred to as "Person" or "Persons," operating under their direction who directly perform services under the Contract, whether or not the Person has Access to State of Florida Data, as well as those who have Access, including indirect Access, to State of Florida Data, whether or not they perform services under the Contract. The Contractor warrants that all Persons will have passed the Background Screening described herein before they have Access to Data or begin performing services under the contract. The look-back period for such background screenings shall be for a minimum of six (6) years where six (6) years of historical information is available.

The minimum background check process will include a check of the following databases through a law enforcement agency or a Professional Background Screener accredited by the National Association of Professional Background Screeners or a comparable standard:

- Social Security Number Trace; and
- Criminal Records (Federal, State and County criminal felony and misdemeanor, national criminal database for all states which make such Data available).

The Contractor agrees that each Person will be screened as a prior condition for performing services or having Access to State of Florida Data. The Contractor is responsible for any and all costs and expenses in obtaining and maintaining the criminal background screening information for each Person described above. The Contractor will maintain documentation of the screening in the Person's employment file. The Contractor will abide by all applicable laws, rules and regulations including, but not limited to the Fair Credit Reporting Act and/or any equal opportunity laws, rules, regulations or ordinances.

#### **11.1.1 Disqualifying Offenses**

If at any time it is determined that a Person has a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that Person from any position with Access to State of Florida Data or directly performing services under the Contract. The disqualifying offenses are:

- Computer related or information technology crimes
- Fraudulent practices, false pretenses and frauds, and credit card crimes
- Forgery and counterfeiting
- Violations involving checks and drafts
- Misuse of medical or personnel records
- Felony theft

If the Contractor finds a Disqualifying Offense for a Person within the last six (6) years from the date of the court's disposition, it may obtain information regarding the incident and determine whether that Person should continue providing services under the Contract or have Access to State of Florida Data. The Contractor will consider the following factors only in making the determination: i.) nature and gravity of the offense, ii.) the amount of time that lapsed since the offense, iii.) the rehabilitation efforts of the person and iv.) relevancy of the offense to the job duties of the Person. If the Contractor determines that the Person should be allowed Access to State of Florida Data, then Contractor shall maintain all criminal background screening information and the rationale for such Access in the Person's employment file.

#### **11.1.2 Refresh Screening**

The Contractor will ensure that all background screening will be refreshed every five (5) years from the time initially performed for each Person during the Term of the Contract.

#### **11.1.3 Annual Certification**

The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.

#### **11.1.4 Self-Disclosure**

The Contractor shall ensure that all Persons have a responsibility to self-report within three calendar days to the Contractor any updated court disposition regarding any disqualifying offense, regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict). The Contractor shall immediately reassess whether to disallow that Person Access to any State of Florida premises or from directly performing services under the Contract. Additionally, the Contractor shall require that the Person complete an annual certification that they have not received any additional criminal misdemeanor or felony record regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) for the Disqualifying Offenses and shall maintain that certification in the employment file.

In addition, the Contractor shall ensure that all Persons have a responsibility to self-report to the Contractor within three calendar days, any arrest for any Disqualifying Offense. The Contractor shall notify the Contract Manager within 24 hours of all details concerning any reported arrest.

#### **11.2 Duty to Provide Secure Data**

The Contractor will maintain the security of State of Florida Data including, but not limited to, a secure area around any display of such Data or Data that is otherwise visible. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information. Data cannot be disclosed to any person or entity that is not directly approved to participate in the scope of work set forth in this Contract.

#### **11.3 Department's Ability to Audit Screening Compliance and Inspect Locations**

The Department reserves the right to audit the Contractor's background screening process upon two (2) days prior written notice to the Contractor during the Term of the Contract. Department will have the right to inspect the Contractor's working area, computer systems, and/or location upon two business days prior written notice to the Contractor to ensure that Access to the State of Florida Data is secure and in compliance with the Contract and all applicable state and federal rules and regulations.

#### **11.4 Record Retention**

The Contractor shall retain a list of all Persons with Access to Data, including a statement confirming that each Person has passed the Background Screening required herein. Such a statement shall not include the substance of the screening results, only that the Person has passed the screening.

The Contractor shall create a written policy for the protection of Data, including a policy and procedure for Access to Data.

The Contractor shall document and record, with respect to each instance of Access to Data:

- 1) The identity of all individual(s) who Accessed Data in any way, whether those individuals are authorized Persons or not;
- 2) The duration of the individual(s)' Access to Data, including the time and date at which the Access began and ended;

- 3) The identity, form, and extent of Data Accessed, including, but not limited to, whether the individual Accessed partial or redacted versions of Data, read-only versions of Data, or editable versions of Data; and
- 4) The nature of the Access to Data, including whether Data was edited or shared with any other individual or entity during the duration of the Access, and, if so, the identity of the individual or entity.

The Contractor shall retain the written policy and information required in this subsection for the duration of this Contract and a period of no less than five (5) years from the date of termination of this Contract and any Contract extensions. The written policy and information required in this subsection shall be included in the Department's audit and screening abilities. The written policy and information required in this subsection shall also be subject to immediate disclosure upon written or oral demand at any time by the Department or its designated agents or auditors.

Failure to compile, retain, and disclose the written policy and information as required in this subsection shall be considered a breach of the Contract. The resulting damages to the Department from a breach of this subsection are by their nature impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining such damages will be numerous, complex, and unreasonably burdensome to prove. The parties acknowledge that these financial consequences are liquidated damages, exclusive of any other right to damages, not intended to be a penalty and solely intended to compensate for unknown and unascertainable damages. The Contractor therefore agrees to credit the Department the sum of \$10,000 for each breach of this subsection.

#### **11.5 Indemnification**

The Contractor agrees to defend, indemnify and hold harmless the Department, the State of Florida, its officers, directors and employees for any claims, suits or proceedings related to a breach of this section. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this section for a two (2) year period of time following the breach.

#### **SECTION 12. PERFORMANCE BOND**

Prior to execution of this Contract, Contractor will deliver to the Department's Contract Manager a Performance Bond or Irrevocable Letter of Credit in the amount of \$500,000. The bond or letter of credit shall be used to guarantee at least satisfactory performance by Contractor throughout the term of the Contract (including renewal years). At any time after Contract execution the Contractor's bond may be reduced, or the requirement removed, for the remainder of the term (including any renewal periods).

The bond shall be maintained throughout the term of the Contract, issued by a reliable surety company which is licensed to do business in the state of Florida, as determined by the Department, and must include the following conditions:

- i. Obligee: The Department shall be named as the beneficiary of the bond. The insurer or bonding company shall pay losses suffered by the state of Florida directly to the Department.

ii. Notice of Attempted Change: The Contractor shall provide Department prior written notice or immediate notice upon knowledge of any attempt to cancel or to make any other material change in the status, coverage or scope of the required bond or of the Contractor's failure to pay bond premiums.

iii. Premiums: The Department shall not be responsible for any premiums or assessments on the bond.

iv. Purpose of Bond: The performance bond is to protect the Department and the State against any loss sustained through failure of the Contractor's performance of the Services in accordance with the Contract. No payments shall be made to the Contractor until the performance bond is in place and approved by the Department in writing.

C. Upon execution of the Contract and by contract year start each year following the Effective Date, the Contractor shall provide the Department with a surety bond continuation certificate or other acceptable verification that the bond is valid and has been renewed for an additional year.

D. The surety bond provided under this Section shall be used solely to the extent necessary to satisfy the damage claims made by the state of Florida pursuant to the terms of the Contract. In no event shall the surety bond be construed as a penalty bond.

### **SECTION 13. NO OFFSHORING AFFIDAVIT**

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the Services from outside of the United States, and the Contractor will not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States.

The Contractor agrees that a violation of items listed above will result in immediate and irreparable harm to the Department and will entitle the Department to a credit of \$50,000 per violation, with a total cap of \$500,000 per event. This credit is intended only to cover the Department's internal staffing and administrative costs as well as the diminished value of Services provided under the Contract and will not preclude the Department from recovering other damages it may suffer as a result of such violation. For purposes of determining the damages due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period, same off-shore entity) will be treated as a single event. A violation of this provision will also entitle the Department to recover damages, if any, arising from a breach of this section and constitutes an event of default.

Notwithstanding any provision of this Contract to the contrary, the Contractor shall notify the Department as soon as possible and in all events within one (1) business day in the event it discovers any Data is breached, any unauthorized Access of State of Florida Data occurs (even by persons or companies with authorized Access for other purposes), any unauthorized transmission of Data or any credible allegation or suspicion of a material violation of the above. This notification is required whether the event affects one employee/retiree or the entire population. The notification shall be clear and conspicuous and include a description of the following:

- (a) The incident in general terms.
- (b) The type of personal information that was subject to the unauthorized Access and acquisition.
- (c) The number of individuals who were, or potentially have been affected by the breach.
- (d) The actions taken by the Contractor to protect the Data information from further unauthorized Access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

Upon becoming aware of an alleged security breach or security incident, the Contractor Security Officer shall set up a conference call with the Department's Contract Manager. The conference call invitation shall contain a brief description of the nature of the event. When possible, a thirty (30) minute notice shall be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call shall be scheduled. All available information shall be shared on the call. The Contractor shall answer all questions based on the information known at that time and shall answer additional questions as additional information becomes known. The Contractor shall provide the Department with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor shall notify the Department's Contract Manager and in all events, within one (1) business day.

Upon execution of this Contract, Contractor will execute an Affidavit of No Offshoring (Attached) and annually thereafter.

#### **SECTION 14. PREFERRED PRICING AFFIDAVIT**

Contractor acknowledges and recognizes that the Department wants to take advantage of any improvements in price/fees over the course of the Contract period. To that end, the price indicated in this Contract is a maximum guarantee.

Contractor's fee under this Contract will not exceed the Contractor's total fees then in effect for substantially the same services to any organization with similar services to those in this Contract. During the term of the Contract, if Contractor implements or provides any other client, whether a public or private entity, such pricing with more favorable than the pricing in this Contract, then Contractor agrees to offer equivalent pricing terms to the Department and the Department and Contractor will execute an amendment of this Contract. The Contractor shall submit to the Department, a completed Preferred Pricing affidavit form annually.

#### **SECTION 15. SPECIFIC APPROPRIATION**

The following is the specific state funds from which the state will make payment under the contract: \$500,000 as directed in Section 110.12303, Florida Statutes.

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**CONTRACT ATTACHMENT A – STATEMENT OF WORK**

**See attached .pdf**

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**CONTRACT ATTACHMENT C – PRICE SHEET**

**See attached .pdf**

DRAFT

**CONTRACT ATTACHMENT D – SPECIAL CONDITIONS**

**See attached .pdf**

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**CONTRACT ATTACHMENT E**  
**PRIVACY, SECURITY, AND CONFIDENTIALITY**  
**BUSINESS ASSOCIATE AGREEMENT**

This Privacy, Security, and Confidentiality Business Associate Agreement (“Agreement”) is between the State of Florida Department of Management Services (“Agency”), and \_\_\_\_\_ (“Business Associate”), (each individually, a “Party,” and collectively, the “Parties”), with an effective date of \_\_\_\_\_, 20\_\_.

WHEREAS, Business Associate has agreed to perform services for or on behalf of Agency;

WHEREAS, such services may involve the use or disclosure of Protected Health Information that are protected under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), 45 C.F.R. §§ 160, 162, and 164, the Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”), and the regulations promulgated thereunder; and section 110.123(9), Florida Statutes; and

WHEREAS, this Agreement is intended to satisfy the requirements for Business Associate contracts under 45 C.F.R. § 164, subparts C and E, and the HITECH Act, and to address the confidentiality requirements of section 110.123(9), Florida Statutes.

NOW THEREFORE, in consideration of the mutual covenants provided herein and other good and valuable consideration, Covered Entity hereby agrees to provide certain information to Business Associate, and Business Associate hereby agrees to comply with this Agreement; the applicable provisions of 45 C.F.R. §§ 160, 162, and 164; the HITECH Act; and sections 110.123(9) and 501.171, Florida Statutes; and to assist Covered Entity with its compliance therewith, as follows:

**1. Definitions**

Terms used but not otherwise defined in this Agreement shall have the same meaning as defined in 45 C.F.R. §§ 160, 162, and 164 and/or the HITECH Act.

- (a) “Agency” means the Florida Department of Management Services (“DMS”), an executive agency of the State of Florida, and the Division of State Group Insurance (“DSGI”) with its principle place of business at 4050 Esplanade Way, Suite 215, Tallahassee, FL 32399-0950.
- (b) “Agreement” means this Privacy, Security, and Confidentiality Business Associate Agreement.
- (c) “Breach” when referring to a breach of Protected Health Information or PHI means the acquisition, access, use, or disclosure of PHI that is not permitted by 45 C.F.R. § 164, subpart E, which compromises the security or privacy of PHI. See definition of “Protected Health Information” or “PHI,” herein.

- (d) "Business Associate" refers to [REDACTED], who hereby agrees to provide services to the Division of State Group Insurance as a business associate, as that term is defined in 45 CFR §160.103.
- (e) "Contract" means the contract awarded pursuant to RFP NO: DMS-17/18-002.
- (f) "Covered Entity" means the State of Florida's Division of State Group Insurance ("DSGI") and has the same meaning set forth in 45 CFR 160.103.
- (g) "Individual" has the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- (h) "Parties" mean collectively the Agency and Business Associate. A "Party" means either the Agency or Business Associate.
- (i) "Protected Health Information" or "PHI" means individually identifiable health information as defined in 45 C.F.R. § 160.103, whether secured or unsecured, and in any type of format.
- (j) "Plans" means the insurance coverages offered through Covered Entity, as authorized in section 110.123, Florida Statutes.
- (k) "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information set forth in 45 C.F.R. § 160 and 45 C.F.R. § 164, subparts A and E, as amended.
- (l) "Secretary" means the Secretary of the U.S. Department of Health and Human Services or designee.
- (m) "Security Rule" means the security provisions set forth in 45 C.F.R. § 160 and § 164, subparts A and C, as amended.

## 2. Obligations and activities of Business Associate

### Business Associate Agrees to:

- (a) Comply with all applicable provisions of 45 C.F.R. §§ 160 and 164, subparts A, C, and E; the HITECH Act; sections 110.123(9) and section 501.171, Florida Statutes; and the terms of this Agreement.
- (b) Not use or further disclose PHI other than as permitted or required by Sections 3 and 7 of this Agreement or as required under federal or Florida law.
- (c) Ensure the confidentiality, integrity, and availability of all Electronic PHI Business Associate creates, receives, maintains, or transmits.
- (d) Ensure that every agent and subcontractor that creates, receives, maintains, or transmits PHI complies with the restrictions and conditions contained in this Agreement, HIPAA, and the HITECH Act.
- (e) Make any amendment(s) to PHI in a designated record set that Covered Entity or an Individual directs or agrees to pursuant to 45 C.F.R. § 164.526, in a prompt and reasonable manner or take other measures as necessary to satisfy Covered Entity obligation(s) under 45 C.F.R. § 164.526.
- (f) Create and retain all records necessary to determine compliance with HIPAA, the Privacy Rule, Security Rule, and HITECH Act.
- (g) Make its internal practices, books, and records available to the Secretary in a time and manner designated by Covered Entity or the Secretary, for purposes of determining compliance with HIPAA, the Privacy Rule, Security Rule, and HITECH Act.
- (h) Cooperate with any investigations by the Secretary to determine compliance with HIPAA, the Privacy Rule, Security Rule, and HITECH Act.

- (i) Document disclosures of PHI and provide to an Individual, at the request of Covered Entity or an Individual, an accounting of such disclosures in accordance with 45 C.F.R. § 164.528. Business Associate shall assist Covered Entity in complying with HIPAA regulations relating to the required Disclosure, Amendment, or Accounting.
- (j) Certify 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, in accordance with 45 C.F.R. § 162; and the Annual Guidance as issued by the Secretary pursuant to the HITECH Act, section 13401. Business Associate further agrees to ensure that every agent and subcontractor that conducts standard transactions on its behalf, agrees to comply with the EDI Standards and the Annual Guidance.
- (k) Use the Minimum Necessary type and amount of PHI required to perform services in accordance with 45 C.F.R. § 164, subpart E.
- (l) Comply with all requirements of 45 C.F.R. § 164, subpart E, that apply to Covered Entity to the extent Business Associate carries out any obligations(s) of the Covered Entity under subpart E.

**3. Permitted and required uses and disclosures of PHI by Business Associate**

- (a) Except as expressly permitted in this Agreement or in writing by Covered Entity, Business Associate shall not divulge, disclose, or communicate PHI to any third party in violation of this Agreement without prior written approval from Covered Entity.
- (b) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (c) Business Associate must comply with 45 C.F.R. § 164, subpart E, and may not use or disclose PHI in violation of 45 C.F.R. § 164, subpart E.
- (d) Business Associate may use and disclose PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).
- (e) Business Associate may use and/or disclose PHI for Business Associate’s proper management and administration, provided that: (1) Business Associate obtains reasonable assurances from the person to whom PHI is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and (2) the person notifies Business Associate of any instances of the Breach of PHI for which it is aware. Business Associate also may make disclosures that are required by law. Business Associate’s use of PHI as described in this paragraph is subject to and limited as described in 45 C.F.R. § 164.504(e)(2) and (4).
- (f) Business Associate may create a Limited Data Set only as necessary and required for the purpose of performing its obligations and services for Covered Entity, provided that Business Associate complies with the provisions of this Agreement.
- (g) Business Associate shall disclose PHI when required by the Secretary to investigate or determine Covered Entity or Business Associate’s compliance with 45 C.F.R. § 164, subpart E.
- (h) Business Associate shall provide access to PHI in a designated record set as required under 45 C.F.R. § 164.524.
- (i) Business Associate shall, upon request by Covered Entity or Individual, disclose PHI to Covered Entity, Individual, or Individual’s designee, as necessary to satisfy

Covered Entity's obligations under 45 C.F.R. §§ 164.502(a)(4)(ii), 164.524(c)(2)(ii), and 164.524(c)(3)(ii) with respect to an Individual's request.

#### 4. Obligations of Covered Entity

Covered Entity Agrees to:

- (a) Notify Business Associate, upon request, of any limitation(s) in Covered Entity's Notice of Privacy Practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation(s) may affect Business Associate's use or disclosure of PHI.
- (b) Notify Business Associate of any changes in, or revocation of, Authorization by an Individual or his or her personal representative regarding the use or disclosure of PHI, if such changes affect Business Associate's use or disclosure thereof.
- (c) Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, if such changes affect Business Associate's use or disclosure thereof.
- (d) Not provide Business Associate with more PHI than that which is minimally necessary for Business Associate to provide the services and, where possible, Covered Entity shall provide any PHI needed by Business Associate to perform the services in the form of a Limited Data Set, in accordance with 45 C.F.R. § 164.504(e)(3)(iv).
- (e) Not request Business Associate to use or disclose PHI in any manner that would violate HIPAA, the HITECH Act, or Florida law.

#### 5. PHI Security Requirements

- (a) Protection of Protected Health Information. Business Associate shall protect against any reasonably anticipated threats or hazards to the confidentiality, security, or integrity of PHI and protect against any reasonably anticipated uses or disclosures of such information that are not permitted or required under 45 C.F.R. § 164, subpart E. Business Associate shall implement policies and procedures to prevent, detect, contain, and correct security violations.
- (b) Security of Electronic Protected Health Information. Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards to prevent security violations and the unpermitted acquisition, access, use, or disclosure of PHI in accordance with 45 C.F.R. § 164, subpart C.
- (c) Business Associate's due diligence. Business Associate shall make a good-faith effort to identify any unpermitted access, acquisition, use, or disclosure of any type of PHI or unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- (d) Compliance. Business Associate shall ensure that its agents and subcontractors comply with 45 C.F.R. § 164, subparts A, C, and E, and all applicable standards relating to all Electronic PHI.
- (e) Compliance Date. Business Associate certifies compliance with this section of the Agreement on or before the date on which its representative signs this Agreement as set forth in the signature blocks at the end of this document.

## 6. Notification and reporting requirements

- (a) Reporting of Security Incidents. Within two (2) business days of discovery, Business Associate will report to the Covered Entity any Security Incident that involves the (1) unpermitted acquisition, access, use, or disclosure of PHI; and/or (2)(a) modification or destruction of Electronic PHI or (b) interference with system operations in an information system containing Electronic PHI. For any other type of Security Incident, Business Associate shall report such incident to Covered Entity upon request. Such reports shall include a description of the incident, identification of any Individuals affected (if any), and the types of PHI involved (if any). The day the Security Incident is discovered or would have been discovered with the exercise of reasonable diligence will be considered the first business day of the reporting period.
- (b) Notification to Covered Entity regarding a Breach of PHI. Within two (2) business days of discovery, Business Associate will notify Covered Entity of any Breach of unsecured PHI in accordance with 45 C.F.R. § 164.410. Within two (2) business days of discovery, Business Associate will notify Covered Entity of any other unpermitted acquisition, access, use, or disclosure of PHI not provided for in this Agreement. The notice pursuant to this subparagraph shall comply with the notification requirements of 45 C.F.R. § 164.410(c), including the identification of each affected Individual, the types of PHI involved in the breach, and a description of the incident. The day the breach is discovered or would have been discovered with the exercise of reasonable diligence will be considered the first business day of the reporting period.
- (c) Notification to Individuals. In the case of a Breach regarding unsecured PHI, Business Associate shall first notify Covered Entity of the details of the breach. Upon approval by Covered Entity, Business Associate shall notify each Individual whose unsecured PHI was breached in accordance with 45 C.F.R. § 164.404. Notification shall be in writing and delivered by first-class mail to the Individual, the Individual's personal representative, or the Individual's next of kin (if the individual is deceased) at the last known address of the Individual, next of kin, or personal representative, as applicable. The notification may be delivered by e-mail if requested by the recipient. When there is insufficient or out-of-date contact information (including a phone number, email address, or any other form of appropriate communication) that precludes written or electronic notification, a substitute form of notice shall be provided. When there are ten (10) or more Individuals for whom there is insufficient or outdated contact information, Business Associate shall place a conspicuous posting on its web site or run the notice in major print or broadcast media, including major media in the geographic areas where the Individuals likely reside. In any case deemed by Business Associate to require urgency due to possible imminent misuse of unsecured PHI, Business Associate may also provide information to Individuals by telephone or other means, as appropriate.
- (d) Notification to Media. When Business Associate reasonably believes there has been a Breach of unsecured PHI involving more than 500 persons, after prior approval by Covered Entity, Business Associate shall provide notice to prominent media outlets serving the state or the relevant portion of the state involved, in accordance with 45 C.F.R. § 164.406.
- (e) Notification to the Secretary. Business Associate shall cooperate with Covered Entity to provide notice to the Secretary of the Breach of unsecured PHI in accordance with 45 C.F.R. § 164.408. When Business Associate reasonably

believes that there has been a Breach of Unsecured PHI involving 500 or more individuals, such notice must be provided immediately. If the breach was with respect to fewer than 500 individuals, Business Associate may maintain a log of the breach and annually submit such log to Covered Entity so that it may satisfy its obligation to notify the Secretary of breaches.

- (f) Content of Notices. All notices must comply with the minimum notice provisions set forth in 45 C.F.R. §§ 164.404, 164.406, 164.408, 164.410, and section 13402(f) of the HITECH Act, as applicable, except that any references therein to a "covered entity" shall be read as references to Business Associate.
- (g) Financial Responsibility. Business Associate shall be responsible for reasonable costs related to the notices required under this Agreement.
- (h) Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate regarding the unauthorized access, acquisition, use, or disclosure of any type of PHI in violation of this Agreement.

## 7. Security and Confidentiality Under Florida law

- (a) 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 claim 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. 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 Covered Entity's computer system, commits an offense in violation of section 815.04, Florida Statutes.
- (b) These confidentiality requirements protect the disclosure of all Covered Entity's records and information, in whatever form, including the copying or verbally relaying of confidential information. If Business Associate is served with subpoena requiring the production of Covered Entity's records or information, Business Associate shall immediately contact the Department of Management Services, Office of the General Counsel, at (850) 487-1082.  
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/or 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/or require that certain records be brought to be examined as evidence.
  - iii. Produce certain records for examination.
- (c) Business Associate acknowledges that the confidentiality requirements herein apply to all its agents and subcontractors. Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions, against Covered Entity, including costs and attorneys' fees, resulting from Business Associate's breach of this Agreement.
- (d) Business Associate shall take reasonable measures to protect and secure electronic Data that contains personal information in accordance with section 501.171, Florida Statutes (the "Florida Data breach notification law"). The Parties expressly acknowledge and agree that the terms and provisions of this Agreement are intended to also control with respect to "Personal Information" as defined in,

and addressed by section 501.171, Florida Statutes, that Business Associate creates, maintains, or receives. As such, any references to Protected Health Information and HIPAA in this Agreement shall include, respectively, Personal Information and the confidentiality, security and reporting obligations, under the Florida Data breach notification law.

Within two (2) days of discovery, Business Associate shall report any breach of security to Covered Entity and shall provide Covered Entity with all information required under section 501.171(6)(a), Florida Statutes.

- (e) Unless otherwise agreed to in writing, Business Associate will not allow any Data, PHI, Electronic PHI, or other information to be accessed or stored outside of the United States.

## 8. Term and Termination of Agreement

- (a) Term. This Agreement shall commence as of the effective date of this Agreement and will naturally terminate on the later of (i) the last of the Parties' related agreements for Business Associate's Services terminate, or (ii) when all of the PHI in Business Associate's possession, custody, or control is destroyed or returned to Covered Entity, or if it is not feasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provision in this section.
- (b) Termination for cause. Without limiting any other termination rights the Parties may have, Covered Entity may terminate this Agreement upon discovery of a material breach. Covered Entity shall provide Business Associate an opportunity to cure the breach or end the violation. If the Business Associate does not cure the breach or end the violation within a reasonable time as specified by Covered Entity, 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. Upon notice of termination of this Agreement, Business Associate shall destroy or return to Covered Entity any and all PHI created or received by Business Associate. Within fifteen (15) calendar days of any notice of termination of this Agreement, Business Associate shall notify Covered Entity in writing as to whether Business Associate elects to return or destroy such PHI.

Except as provided in subsection (d), within thirty (30) calendar days of the notice of termination of this Agreement, Business Associate shall return to Covered Entity or destroy any and all PHI maintained by Business Associate in any form and shall retain no copies thereof. Business Associate also shall recover and return or destroy, within such time period, any and all PHI in the possession of its subcontractors or agents.

If Business Associate elects to destroy PHI, Business Associate shall obtain written confirmation from Covered Entity that such actions will not violate the State of Florida's record retention policies. Upon destruction, Business Associate shall provide written certification to Covered Entity that such PHI has been destroyed. If

any subcontractor or agent of Business Associate elects to destroy PHI, Business Associate will require such subcontractor or agent to provide written certification to Business Associate and to Covered Entity when such PHI has been destroyed.

- (d) If it is not feasible for Business Associate to return or destroy any PHI, Business Associate shall notify Covered Entity in writing that Business Associate has determined that it is not feasible to return or destroy the PHI and the specific reasons for such determination.  
If it is not feasible for Business Associate to obtain any PHI in the possession of the subcontractor or agent, Business Associate shall provide a written explanation to Covered Entity and require the subcontractor or agent to agree to extend any and all protections, limitations, and restrictions set forth in this Agreement to the subcontractor or agent's use or disclosure of any PHI retained after the termination of this Agreement, and to limit any further use or disclosure to the purposes that make the return or destruction of the PHI not feasible.

## 9. Miscellaneous

- (a) Material breach. A violation of any provision of this Agreement shall be deemed a material breach of this Agreement and the Contract.
- (b) Warranties and representations. Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA, or HITECH Act will be adequate or satisfactory for Business Associate's own purposes.
- (c) Assignment. Business Associate shall not assign either its obligations or benefits under this Agreement without the express written consent of Covered Entity, which shall be at the sole discretion of Covered Entity. Given the nature of this Agreement, neither subcontracting nor assignment by Business Associate is anticipated and the use of those terms herein does not indicate permission to assign or subcontract has been granted.
- (d) Regulatory References. A reference in this Agreement to a section of HIPAA, the Privacy Rule, the Security Rule, or HITECH Act means the section as in effect or as amended and for which compliance is required.
- (e) Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of PHI, Standard Transactions, the security of PHI, HIPAA, or the HITECH Act; 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 notify the first Party in writing within thirty (30) calendar days' notice. If the Parties are unable to agree on an Amendment within thirty (30) calendar days thereafter, then either of the Parties may terminate the Agreement on thirty (30) calendar days written notice to the other Party.
- (f) Survival. The rights and obligations of Business Associate under Section 8 of this Agreement shall survive the termination of this Agreement.

- (g) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HITECH Act, and Florida Statutes.
- (h) 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.
- (i) 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 applicable federal law.
- (j) Venue. The venue of any proceedings shall be the appropriate federal or state court in Leon County, Florida.
- (k) Indemnification and performance guarantees. Business Associate shall indemnify, defend, and hold harmless the Agency, State of Florida, and individuals covered by the Plans for any financial loss as a result of the 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.
- (l) Independent entities. Business Associate and Covered Entity are independent entities, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between Business Associate and Covered Entity. Neither Business Associate nor Covered Entity will have the power to bind the other or incur obligations on the other Party's behalf without the other Party's prior written consent, except as otherwise expressly provided in this Agreement.

**AFFIDAVIT OF NO OFFSHORING**

**(To be executed at the time of contract and annually thereafter)**

Pursuant to section 13 of the Contract, the undersigned Contractor hereby attests that the Contractor and its Subcontractors do not perform any of the Services under the Contract from outside of the United States, and the Contractor does not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States.

**Contractor Name:** [TBD]

**Contractor's Federal Employer Identification Number (FEIN #):** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_ by

\_\_\_\_\_

(Signature of Notary)

Check One:

Personally Known

Produced the following ID \_\_\_\_\_