

**STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
MENTAL HEALTH TREATMENT FACILITIES**



REQUEST FOR PROPOSAL

DCF RFP 2122 006 EHR

Electronic Health Record (EHR) System

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SECTION 1. INTRODUCTION

1.1 Introduction to the Procurement

The Department of Children and Families (DCF), State Mental Health Treatment Facilities, seeks to procure a comprehensive, integrated, robust, flexible, and customizable Electronic Health Record (EHR) system to meet the current and future needs of three (3) State-operated Mental Health Treatment Facilities (SMHTFs) for individuals who meet the admission criteria for civil or forensic commitment. The Department seeks a vendor who can provide cloud-based vendor hosted solutions, including migration, hardware, software, documentation, installation assistance, user training, as well as update and perform system services at each facility. Additionally, the vendor shall describe their capabilities in meeting in-patient Mental Health (MH) needs, quality of care delivery, and workflow efficiencies across distinct provider groups. All three facilities are directly operated by the state and handle the most restrictive and intensive level of care for adults who have been committed to the Department. The three (3) SMHTFs are as follows:

Florida State Hospital (FSH) – FSH is oldest and largest psychiatric facility located in Chattahoochee, Florida. The campus covers 620 acres and has its own, water and sewage treatment plant, security, independent fire department, and food services. There are 318 buildings with over 1.8 million square feet available floor space. FSH serves 494 Forensic residents and 475 Civil residents. FSH employs approximately 1700 staff, most of whom are direct service providers. Services are spread out on the campus. FSH provides services around the clock, twenty-four (24) hours per day, seven (7) days per week, including Emergency Services.

Northeast Florida State Hospital (NEFSH) - NEFSH is in MacClenny, Florida. The campus has 84 buildings with approximately 678,535 square feet available floor space including security, and food services. NEFSH serves 613 Civil residents. NEFSH employs approximately 1047.5 staff, most of whom are direct service providers. Services are spread out on the campus. NEFSH provides services around the clock, twenty-four (24) hours per day, seven (7) days per week, including Emergency Services.

North Florida Evaluation & Treatment Center (NFETC) - NFETC is in Gainesville, Florida. The campus has 24 buildings with approximately 182,217 square feet available floor space including its security, and food services. NFETC serves 196 Forensic residents. NFETC employs approximately 401 staff, most of whom are direct service providers. Services are spread out on the campus. NFETC provides services around the clock, twenty-four (24) hours per day, seven (7) days per week, including Emergency Services. Any person interested in participating must comply with the terms of this solicitation.

1.2 Term of the Agreement

The anticipated start date of the resulting contract October 1st, 2021. The anticipated duration of the contract is five years with renewal options. Renewal, if any, shall comply with s. 287.057(13), F.S.

1.3 Contact Person and Procurement Officer

The sole contact point for communication (which will only be accepted in writing) regarding this solicitation is:

Elesha Brown
Procurement Officer
Florida Department of Children and Families
Elesha.Brown@myflfamilies.com

1.4 Official Notices

All notices, decisions, intended decisions, addenda (including Notices of Intent to Award), and other matters relating to this solicitation will be posted on the Department of Management Services (DMS) Vendor Bid System (VBS) located at:

http://www.myflorida.com/apps/vbs/vbs_www_main_menu

It is the responsibility of vendors to check VBS for addenda, notices of decisions and other information or clarifications to this solicitation. Posting on VBS is the only official notice for determinations of timeliness of protests (see 1.5).

1.5 Protests

Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2), F.S., and Rule Chapter 28-110, Florida Administrative Code (F.A.C.).

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

Notices of Protest must be filed with the Clerk of Agency Proceedings (Agency.Clerk@myflfamilies.com).

SECTION 2. SOLICITATION PROCESS

2.1 General Overview of the Process

Proposals from responsible and responsive vendors are eligible for evaluation. By submitting a proposal, the vendor agrees to each of the certifications listed in this solicitation unless otherwise indicated.

The Department may request vendor presentations.

2.2 Limitations on Contacting Department Personnel and Others

In accordance with s 287.057(23) F.S., "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 approved holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a proposal."

2.3 Timeline

Activity	Date	Time Eastern	Address	Section Reference
Solicitation advertised and released on VBS:	September 23, 2021		VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	1.4
Written questions must be received by:	September 29, 2021	4:00 PM	See Section 1.3	2.6
Department's response to questions:	October 11, 2021		See Section 1.3	2.6
Sealed proposal must be received by the Department:	October 15, 2021	2:00 PM	See Section 1.3	2.7
*Proposal opening:	October 15, 2021	3:00 PM	<p>Please join my meeting from your computer, tablet or smartphone.</p> <p>https://global.gotomeeting.com/join/944779021</p> <p>You can also dial in using your phone. (For supported devices, tap a one-touch number below to join instantly.)</p> <p>United States (Toll Free): 1 866 899 4679</p> <p>- One-touch: tel:+18668994679,944779021#</p> <p>United States: +1 (571) 317-3116</p> <p>- One-touch: tel:+15713173116,944779021#</p> <p>Access Code: 944-779-021</p> <p>Join from a video-conferencing room or system.</p> <p>Dial in or type: 67.217.95.2 or inroomlink.goto.com</p> <p>Meeting ID: 944 779 021</p> <p>Or dial directly: 944779021@67.217.95.2 or 67.217.95.2##944779021</p>	2.7.3

Activity	Date	Time Eastern	Address	Section Reference
* Meeting of the evaluators and ranking of the proposals:	November 1, 2021	10:00 AM	<p>Please join my meeting from your computer, tablet or smartphone.</p> <p>https://global.gotomeeting.com/join/913331213</p> <p>You can also dial in using your phone. (For supported devices, tap a one-touch number below to join instantly.)</p> <p>United States (Toll Free): 1 877 309 2073 - One-touch: tel:+18773092073,913331213#</p> <p>United States: +1 (571) 317-3129 - One-touch: tel:+15713173129, 913331213#</p> <p>Access Code: 913-331-213</p> <p>Join from a video-conferencing room or system. Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 913 331 213 Or dial directly: 913331213@67.217.95.2 or 67.217.95.2##913331213</p>	5.2.3
Posting of intended contract award:	November 8, 2021		DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	5.2.5
Effective date of contract:	November 12, 2021		N/A	1.2
All meetings noted with an asterisk () are public meetings.				

2.4 Woman--, Veteran--, and Minority-owned Small Businesses Participation

Woman--, Veteran--, and Minority-owned Small Businesses are encouraged to participate in any scheduled conferences, conference calls, or pre-solicitation meetings. All vendors shall be accorded fair and equal treatment. For questions about registering to identify your Small Business as a Woman--, Veteran--, or Minority-owned Small Businesses visit:

https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd

2.5 Pre-solicitation Conference

There will not be a Pre-solicitation Conference for this solicitation.

2.6 Written Questions and Department Answers

Vendor questions for which binding Department answers are desired must be addressed as permitted in **Section 1.3**, using the template provided in **APPENDIX III**, and received by the Procurement Officer on or before the dates and time specified in **Section 2.3**.

2.7 Receipt of Proposals

Due to health implications and sensitivity to COVID-19, the Department prefers proposals be sent by electronic means (email). The electronic submission must comply with the following requirements:

The Vendor shall submit an electronic version of the proposal in response to this solicitation (including all required documents) in PDF format as an attachment to an email sent to the Procurement Officer's email address provided in Section 1.3. The software used to produce the electronic file must be Adobe portable document format ("pdf"), version 6.0 or higher. The Department must be able to be open and view the proposal utilizing Adobe Acrobat. In the event that the electronic file attachment is too large to be submitted in a single email, the Vendor may utilize multiple emails so long as all required documents are delivered to the Procurement Officer by or before the date and time specified in Section 2.3. The Department can allow up to 100 MB for incoming attachments. The Vendor email system must also allow for a 100 MB attachment. Zipping attachments will reduce file sizes.

2.7.1 Proposal Deadline

Proposals must be received by the Procurement Officer no later than the date and time and at the address provided in **Section 2.3**. Electronic transmissions of proposals will be accepted. Vendors are exclusively responsible for timely delivery of sealed proposals to the Procurement Officer.

2.7.2 Proposal Withdrawal and Amendment

Vendors may withdraw, or withdraw and replace, previously submitted sealed proposals on or before the date and time specified for sealed proposals to be received by the Department.

2.7.3 Binding Proposal

Vendors are bound by their proposals until the latter of 60 calendar days after the proposal opening or the closing of all opportunities for protest or appeal.

2.7.4 Cost of Preparation of Proposal

The Department will not pay any costs incurred in responding to this solicitation.

2.8 Form PUR 1001

The standard "General Instructions to Respondents" Form PUR 1001 (10/06) is hereby incorporated into this solicitation by reference as if fully recited herein. In the event of any conflict between Form PUR 1001 and this solicitation, the terms of this solicitation shall take precedence over Form PUR 1001, unless the conflicting term is required by Florida law, in which case the term contained in Form PUR 1001 shall take precedence. Form PUR 1001 is available at:

http://www.dms.myflorida.com/media/purchasing/pur_forms/1001_pdf.

2.9 Department's Discretion

2.9.1 The Department may:

2.9.1.1 Determine whether a vendor is responsible, as defined in section 287.012, Florida Statutes;

2.9.1.2 Waive minor irregularities when doing so would be in the best interest of the State of Florida;

2.9.1.3 Withdraw the solicitation or reject all proposals at any time;

2.9.1.4 Select more than one vendor for the commodities and contractual services encompassed by this solicitation;

2.9.1.5 Withdraw or amend its Notice of Award;

2.9.1.6 Award contract(s) for a reduced scope of the commodities and contractual services encompassed by this solicitation.

SECTION 3. SPECIFICATIONS

3.1 Definitions

Specific terms related to this solicitation are defined as follows:

3.1.1 Electronic Health Record (EHR)

An electronic record of health-related information on an individual that can be created, gathered, managed, and consulted by authorized clinicians and staff within one health care organization

3.2 Minimum Programmatic Specifications

The selected vendor(s) shall perform the tasks outlined in the Department's **STANDARD CONTRACT PART 1 AND PART 2 (APPENDIX VI and APPENDIX VII)** in accordance with all terms therein. Any software licensing agreement or additional terms required by the respondent must be included with the response. No terms and conditions requiring indemnification by the state are permitted. Inclusion of language requiring indemnification by the state shall be a basis for a response to be deemed non-responsive.

3.3 Minimum Financial Specifications

The selected vendor(s) shall be compensated in the manner set forth in **APPENDIX VII-STANDARD CONTRACT PART 2** in accordance with all terms therein.

3.3.1 Funding Sources

This is a fixed price contract, not to exceed a total contract dollar amount of \$3,000,000.00 for the full five-year term of the contract. The Department will pay the vendor for the delivery of services provided in accordance with the terms and conditions outlined in the resulting contract of this solicitation, subject to appropriation by the legislature and the availability of funds.

3.3.2 Allowable Costs

All proposed costs must be in accordance with the Department of Financial Services Reference Guide for State Expenditures, which may be located at:

www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf

3.3.3 No Cost-of-Living Increases

The Department does not fund Cost-of-Living increases.

3.4 Composition of the Contract

The contract awarded as a result of this solicitation will be composed of:

3.4.1 Department's Standard Contract

The Department's Standard Contract Part 1 contains general contract terms and conditions required by the Department for all vendors. In addition, the Department's Standard Contract Part 2 contains additional contract terms and conditions governing the performance of work, the clients to be served, required deliverables, performance standards, and compensation.

3.4.2 Form PUR 1000

Form PUR 1000 is incorporated by reference into the Department's Standard Contract. In the event of any conflict between Form PUR 1000 and this solicitation, the terms of this solicitation shall take precedence over Form PUR 1000, unless the conflicting term is required by Florida law, in which case the term contained in Form PUR 1000 shall take precedence. Form PUR 1000 is available at:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms

3.4.3 Other Attachments or Exhibits

All other attachments and exhibits to the contract referenced in this solicitation shall also be part of the resulting contract, if any; and

3.4.4 Vendor Proposal

The vendor's proposal and any additional submittals, if incorporated into or attached to the contract.

3.5 Order of Precedence

In the event of conflict within any two or more documents within the contract documents listed in 3.4, the earlier listed document shall control (e.g. 3.4.2. will control over 3.4.3).

3.6 Supporting Documentation

This table lists the supporting documentation, and the associated link to download the supporting documentation.

Subject	Description	Link
Department of Children and Families	DCF Agency Website	http://www.myflfamilies.com
Florida State Hospital	FSH Website	https://www.myflfamilies.com/service-programs/mental-health/FSH/
North East Florida State Hospital	NEFSH Website	https://www.myflfamilies.com/service-programs/mental-health/nefsh/
North Florida Evaluation and Treatment Center	NFETC Website	https://www.myflfamilies.com/service-programs/mental-health/nfetc/

Subject	Description	Link
EHR Requirements Matrix - Required Document	EHR Required Services Spreadsheet	https://myflfamilies.com/vendors/index.asp?path=EHR
SMHTFs Application List	Three SMHTFs Applications list	https://myflfamilies.com/vendors/index.asp?path=EHR
SMHTFs Server List	Three SMHTFs Servers list	https://myflfamilies.com/vendors/index.asp?path=EHR
Vendor Bid System	Search Advertisements	https://www.myflorida.com/apps/vbs/vbs_www.search.criteria_form
DCF Contract Library	DCF Resources	https://www.myflfamilies.com/general-information/contracted-client-services/library.shtml
Department of Children and Families	DCF Agency Website	http://www.myflfamilies.com

SECTION 4. INSTRUCTIONS FOR RESPONDING TO THE SOLICITATION

4.1 How to Submit a Proposal

4.1.1 Number of Copies Required and Format for Submittal

Vendors shall submit one original copy of their proposal. Electronic signatures are acceptable. The original proposal submitted to the Department must contain an original signature of an official authorized to bind the Vendor to the proposal. One redacted copy of the proposal, identical to the original copy and clearly labeled as redacted, must also be submitted

4.1.2 Sealed Replies

Sealed proposals submitted must be clearly marked with the title of the solicitation, the solicitation number, the Vendor's name, and identification of enclosed documents.

4.1.3 Reply Format

Proposals must be typed, single-spaced, on 8 1/2" x 11" format. Pages must be numbered in a logical, consistent fashion. Figures, charts, and tables should be numbered and referenced by number in the text. The proposal must be submitted in accordance with Section 4.2 and Section 4.3.

4.2 Contents of the Proposal

4.2.1 Title Page

The first page of the proposal shall be a Title Page that contains the following information:

4.2.1.1 Title of solicitation;

4.2.1.2 Solicitation number;

4.2.1.3 Vendor's name and federal tax identification number;

4.2.1.4 Name, title, telephone number, email address and mailing address of person who can respond to inquiries regarding the proposal; and

4.2.1.5 Name, telephone number and e-mail of Project Manager.

4.2.2 TAB 1: TABLE OF CONTENTS

4.2.3 TAB 2: SPECIFICATIONS

Specifications for this solicitation:

4.2.3.1 Signature Authority

Include a signed certificate (**APPENDIX I**), completing either Section A (or providing a corporate resolution or other duly executed certification issued in the vendor's normal course of business) or Section B, demonstrating the person signing the proposal, and its statements and certifications, is authorized to make such representations and to bind the vendor.

4.2.3.2 Vendor Certifications

Include the Vendor Certifications Form (**APPENDIX II**) signed by the person named in the Certificate of Signature Authority as the Authorized Representative of the vendor and with "true" checked next to each of the Certifications (a) through (f).

4.2.4 TAB 3: EXECUTIVE OVERVIEW

Provide a brief executive overview demonstrating an understanding of the solicitation purpose and the needs specified in this solicitation. The Executive Overview includes a brief description of the vendor's organization, leadership credentials, approach for Scope of Work services, management of Performance Specifications, and means of completing Deliverables as defined in **the Department's STANDARD CONTRACT PART 2 (APPENDIX VII)**.

4.2.4.1 Organize this section: The Department emphasizes that the Respondent concentrate on accuracy, completeness, and clarity of content. The Respondent is encouraged to organize this section using the labels and tabs that are clearly identified and consistent with the section titles and numbering in this solicitation. All parts, pages, figures, and tables in the proposal should be numbered in the proposal submittal.

4.2.4.1.1 Describe vendor's approach and philosophy, including mission statement, core values, and vision.

4.2.4.1.2 Describe vendor's organization and governance structure, depicting clear lines of authority including corporate affiliations; describe how the structure represents a lean, efficient, and effective administrative model; describe experience and achievements in developing a governance model is designed to avoid conflicts of interest.

4.2.4.1.3 Provide the requested information below which will demonstrate the vendor's and subcontractor(s)' ability to successfully complete the work described in this solicitation and its appendices, attachments, exhibits, and referenced supporting documentation. The vendor's and any proposed subcontractor(s)' information shall be shown separately.

4.2.4.2 Additional Corporate Information

In addition to the other information described above, the vendor and the subcontractor(s) shall provide:

- 4.2.4.2.1 Full legal name and its associated Federal Employer Identification Number (FEIN), or Social Security Number if a FEIN is not required
- 4.2.4.2.2 Proof of registration with MFMP
- 4.2.4.2.3 Country and state of incorporation
- 4.2.4.2.4 Principal place of business
- 4.2.4.2.5 Description of the vendor's organization, including number of years in business, subsidiaries, parent corporations, officers; include organization charts and details concerning the number of facilities by geographic location
- 4.2.4.2.6 Names and addresses of all affiliated or related companies, partnerships or associations (including subcontractor, if any) and a brief description of its relationship to the vendor

4.2.5 TAB 4: CORE TEAM QUALIFICATIONS (Limited to 25 pages)

4.2.5.1 The vendor shall describe the qualifications and credentials of their leadership team with an explanation of why the leadership team is qualified to lead their organization in meeting the needs of this solicitation. In addition, the vendor must include résumés for key leadership personnel describing their work experience, education, and training as it relates to the requirements of this solicitation and the Department's **STANDARD CONTRACT PART 1 AND PART 2 (APPENDIX VI and APPENDIX VII)**.

4.2.5.2 The proposal shall include the vendor's operational approach to the recruitment, training, supervision, and retention of qualified personnel as described in the Department's **STANDARD CONTRACT PART 1 AND PART 2 (APPENDIX VI and APPENDIX VII)**. The proposal should address all applicable personnel grievance and conflict resolution practices. The vendor should explain how its organization, subcontractors, and staffing levels will best meet the performance standards required to perform properly. It is also important to describe the credentials for human resources, quality assurance, financial, information technology, and other key professional level employees.

4.2.6 TAB 5: SERVICES APPROACH AND SOLUTION (Limited to 70 pages)

The State Mental Health Treatment Facilities (SMHTFs) together comprise 1,793 civil and forensic beds to provide in-patient services and treatment, including psychiatric assessment, healthcare services, competency restoration, and rehabilitation therapy. SMHTFs are a vital component of the continuum of behavioral health services treating people with the most complex psychiatric conditions who are at risk of harming themselves or others and cannot be effectively or appropriately treated in community settings. While community providers are essential to a robust public mental health system, individuals with serious mental illness will also need services provided only through the expertise of the SMHTFs to support recovery and stabilize individuals until they no longer meet in-patient criteria. As such, SMHTFs need to be integrated with each other and with community providers to ensure a continuity of care.

A critical problem the SMHTFs are facing is the lack of an integrated database that collects data in a single health record across multiple systems at each SMHTFs, leaving the State unable to obtain a complete representation of the medical history and treatment plans. Currently, the SMHTFs utilize varying mixes of manual processes, outdated systems and homegrown IT systems for resident medical treatment and facilities management. The current lack of automation of basic healthcare information systems in SMHTFs presents significant delivery challenges to behavioral health treatment services and exposes the Department to substantial medical, legal and technological risks. The Department's reliance on a primarily paper-based charting system for health records directly impacts the quality of care and operational effectiveness. In addition, the SMHTFs utilize multiple standalone systems to support their clinical, technical, and business processes, resulting in a lack of shared data and an increased risk of adverse incidents and events associated with resident service delivery.

4.2.6.1 Current Systems

MHTFs are falling behind in technology by operating on antiquated systems not meeting the changing demands of both internal and external stakeholders. Underlying these current systems issues, the Department identified the following four key challenges with the current processes:

- Manual Processes – The three SMHTFs often follow three separate processes for common services.
- Access to Information – Inadequate mechanisms to store, protect, and access resident data create challenges to meeting state and federal compliance. Impeding access to information also impacts treatment, as multiple staff members are unable to access the paper-based records at the same time.
- Care Coordination – Lack of shared information within and across State Facilities and communities severely hinders, and sometimes prevents, continuity of care.
- Bed Management – Limited visibility into State Facility vacancies results in longer wait times for residents.

For example, the SMHTFs currently create an average of 800 paper documents for a single admission. With approximately 1610 total admissions a year, the facilities are producing a prolific 1,288,000 total paper documents annually that are filling up file cabinets per data retention restrictions that require health records to be physically stored onsite for at least seven years. These manually completed, non-standardized processes underlie the disparity in process, operational inefficiency, and unnecessary costs commonly found across all three State Facilities. To address the issues described above, the Department is considering the implementation of an Electronic Health Record (EHR) system to support operations in the SMHTFs.

The SMHTF applications currently in place, as listed in SMHTFs Applications List found in **Section 3.6, Supporting Documentation**, use a variety of technologies, design methodologies, and interfaces. Many of which are no longer supported by the vendor and present a heightened risk to information security. A number of these applications were created for specific SMHTF programs decades ago with differing support requirements and end-of-life time frames with no strategy to facilitate uniform data across the three SMHTFs. All these siloed environments produce duplicated and redundant data across the SMHTFs, creating a challenge to interoperability and effectively communicating resident health records to support continuity of care within the community.

While it is expected that the new EHR system will replace the majority of the disjointed applications listed in SMHTFs Applications List found in **Section 3.6** Supporting Documentation, the Department does not expect the EHR system will replace all applications.

4.2.6.2 Required System Specifications and Services

In order to facilitate the proposal evaluation process, the vendors must provide a detailed description of their approach to satisfy each requirement and to provide each service outlined in the following subsections.

4.2.6.2.1 All vendors responses **MUST** include a completed **EHR Requirements Matrix** as a requirement for further consideration and certify that they meet the minimum mandatory requirements identified in the **EHR Requirements Matrix**. This matrix can be found in **Section 3.6**, Supporting Documentation, or located at: <https://myflfamilies.com/vendors/index.asp?path=EHR>.

4.2.6.2.2 All vendors must describe how they will provide the following services. These descriptions must include the paragraph number of the service being described.

4.2.6.2.2.1 Provide the necessary training for the Department’s system administrators and staff end users. This training must assure that the users will be capable of continued operation of the system; the Department’s systems development staff will be capable of maintaining the software and handling the diagnosis of software problems. Appropriate training, knowledge transfer, and system documentation (run books, etc.) shall be provided to ensure IT operations, maintenance, and troubleshooting. All training materials must be submitted in electronic form in Word or PDF format. Please provide a training plan and curriculum that will include periodic follow-up and updated training when a new release or version of any application is installed. The training plan must also specify the required and recommended training for direct service, billing and technical staff supporting the application.

4.2.6.2.2.2 Provide project management services for the full duration of the project. Manage and facilitate the activities required to complete the system configuration and implementation process; the vendor will be expected to work with SMHTFs workforce members to analyze current workflows and configure the system, as appropriate, to meet the needs of the SMHTFs. The Vendor must provide a Project Management Plan that will detail the methodology and approach for managing all deliverables of this project.

4.2.6.2.2.3 Assist SMHTFs in the conversion of both electronic and manual data to the new system. Upon award, Vendor will develop and provide a detailed Data Migration and Conversion Plan that describes how files will be converted to the proposed system (e.g., through software conversion aids/utility programs or special programs that must be written, the actual conversion procedures, etc.). The Vendor will be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new system(s).

4.2.6.2.2.4 Manage all testing activities for the project, including the development of a comprehensive Testing Plan. The plan should detail strategies for Unit Testing, System Testing, Integration/Interface Testing, User Acceptance Testing (UAT), and Stress Testing. The system must

include, at a minimum, a production domain, testing domain, and a training domain. Please provide a list of proposed domains and the Testing Plan.

4.2.6.2.2.5 Provide an immediate response to the incident and must initiate corrective action no longer than thirty (30) minutes from time of notification. Within two (2) hours of any critical system problem, major system failure or critical priority software error, Vendor personnel must be either on-site or logged into the EHR system to analyze the cause of the problem and to effect corrective action. In all instances of a critical system problem, major system failure or critical priority software error, whether hardware or software related, the Vendor, and/or the provided network support partner, shall effect corrective action within two (2) hours of problem reporting or escalate the problem to their senior support staff for their immediate resolution at no added cost to the Department. Please provide a description of your approach for providing ongoing system support that will satisfy this requirement.

4.2.6.2.2.6 Services required to enable the complete replacement or elimination of all applications, functions, and reports currently being served by the Community Mental Health Center (CMHC) system at Florida State Hospital. Once the new EHR is implemented, DCF must be able to retire the CMHC system in its entirety.

System Description: The CMHC system was first implemented at Florida State Hospital (FSH) in 1999 with a core set of functionalities to include the management of the hospital's admissions, discharges, and transfers. Over the last 20 years the developers at FSH have used this platform to create and add additional functions to the system including Diagnosis Tracking, Emergency Treatment Orders, Guardian information, Resident Criminal charges, Resident Physical Information, Weight/BMI tracking, Abnormal Involuntary Movement Scale, Baker Act Court Schedules, Medical Outpatient Clinic Visits, Medical Services Discharge Diagnosis Disease Index, Mortality Registry, Psychotropic Drug Refusals, Seclusion/Resident Tracking, and Resident Training Tracking. This system has served the needs of the hospital well. However, its age is making it very difficult to support adequately. The vendor who created this system stopped supporting the CMHC product with any software updates several years ago and began migration discussions with the hospital in 2009.

4.2.6.2.2.7 Services required to enable the complete replacement or elimination of all functions and reports currently being served by the Health Care Systems (HCS) eMR system at all three SMHTFs. Once the new EHR is implemented, DCF must be able to retire the HCS eMR system in its entirety.

System Description: The HCS eMR was implemented at different times at the three SMHTFs. HCS eMR is composed of several modules including HCS eMAR, HCS ePharmacy, HCS Clinician Order Entry, HCS eRx, and HCS Medication Reconciliation. HCS eMR's major functions include electronic Medical Administration Record (eMAR), electronic Medication Exception Record (eMER), barcode medication administration, Assessments, Medication Reconciliation, e-Prescribing, and Surveillance.

4.3 Content of the Financial Proposal

4.3.1 Financial Proposal Title Page

The first page of the proposal shall be a Title Page that contains the following information:

- 4.3.1.1 Title of solicitation;
- 4.3.1.2 Solicitation number;
- 4.3.1.3 Vendor's name and federal tax identification number;
- 4.3.1.4 Name, title, telephone number and address of person who can respond to inquiries regarding the proposal; and
- 4.3.1.5 Name of program coordinator (if known).
- 4.3.1.6 Three (3) References; please also include the names and contact information of all customers within the past 5 years.

4.3.2 TAB 1: FINANCIAL INFORMATION

4.3.2.1 Financial Management

The vendor must describe its current financial management and accounting systems and capability to track and report the expenditure of funds associated with the provision of services under the proposed contract.

4.3.2.2 Financial Stability

The proposal must include copies of the organization's independent financial and compliance audit reports or certified financial statements for the three most recent fiscal years. The copies must include all applicable financial statements, auditor's reports, management letters, and any corresponding re-issued audit components. If the vendor does not have audit reports for the three most recent years, reviewed or compiled financial statements with the applicable Certified Public Accountant's report shall be submitted.

Where two or more agencies have come together to create a new entity, each agency's financial and compliance audits or financial statements will be scored. Once a score has been determined for each partner agency participating in the newly created entity, scores will be totaled and divided by the number of participating agencies to arrive at an average score.

4.3.2.3 Proposed Service Efficiencies and Re-investment

The vendor shall provide information on how it plans to develop efficiencies in the services being provided. From this plan, the vendor shall show how the cost reduction or added services that are realized from these efficiencies will be re-invested into the required services.

4.3.2.4 Ongoing Approach to Reduce Administrative Costs and Expand Services

The vendor shall provide its ongoing approach to reduce administrative cost, without affecting the quality of the services.

4.3.2.5 Local Match

Local match requirements do not apply.

4.4 Public Records and Trade Secrets

4.4.1 How to Claim Trade Secret Protection

If the vendor considers any portion of the documents, data or records submitted in its proposal to be trade secret and exempt from public inspection or disclosure pursuant to Florida's Public Records

Law, the vendor must submit all such information in a separate document (with the words "Trade Secret" included in the file name) clearly labeled "Attachment to Proposal, solicitation No. – Trade Secret Material". Appropriate cross-references should be included in nonexempt materials. The first page of the electronic file must explain why the information in the document is a trade secret. This submission must be made no later than the proposal submittal deadline. If the vendor considers any portion of a submission made after its proposal to be trade secret the vendor must clearly label the submission as containing trade secret information (include "Trade Secret" in the relevant file names).

4.4.2 Vendor’s Duty to Respond to Public Records Requests

In response to any notice by the Department that a public records request received by the Department encompasses any portion of the separately bound part of the vendor’s proposal or other submissions labeled as “trade secret,” the vendor shall expeditiously provide the Department, or the public pursuant to subsection 119.0701(2), Florida Statutes, with a redacted version of the document(s) and identify in writing the specific statutes and facts that authorize exemption of the information from the Public Records Law. If different exemptions are claimed to be applicable to different portions of the redacted information, the vendor shall provide information correlating the nature of the claims to the redacted information. The redacted copy must only exclude or obliterate only those exact portions that are claimed confidential or trade secret. If the vendor fails to promptly submit a redacted copy and justification in response to the notice of a public records request, the Department is authorized to produce the records sought without any redaction.

4.4.3 Department not Obligated to Defend Vendor Claims

The Department is not obligated to agree with or defend any vendor claim of exemption from inspection and copying under Florida’s Public Records Law. The vendor is responsible for defending such claims. Further, the vendor shall protect, defend, and indemnify, including attorney’s fees and costs, the Department for actions (including litigation initiated by the Department) arising from or relating to such claims.

SECTION 5. THE SELECTION METHODOLOGY

The Department intends to award the contract to the responsible and responsive vendor(s) whose proposal is determined, in writing, to be the most advantageous to the state. The Department will award the contract based on a consideration of the relative importance of price and other evaluation criteria set forth in the solicitation. The Department may also make a determination as to whether to deem one or more vendors ineligible for award due to non-responsibility or non-responsiveness. The Department will electronically post the intent to award in accordance with section 120.57(3)(a), Florida Statutes, and Rule 60A-1.021, Florida Administrative Code.

5.1 Selection Criteria

The following Selection Criteria shall apply for this solicitation:

Criteria
<ul style="list-style-type: none"> The vendor's company structure, subcontractors, and experience and capability to deliver its proposed solution including the vendor track record providing services similar to those specified in this solicitation.
<ul style="list-style-type: none"> The vendor's articulation of its solution and the ability of the solution to meet the requirements of this solicitation, as outlined in Section 4.2.6.2, Required System Specifications and Services, and provide additional value.
<ul style="list-style-type: none"> The skills and prior relevant experience of the vendor's leadership team, staff, and resources the vendor will use in implementing its solution.
<ul style="list-style-type: none"> The vendor's financial management approach; financial stability; proposed service efficiencies and re-investment; and ongoing approach to reduce administrative costs and expand services.
<ul style="list-style-type: none"> The vendor's Cost Sheet.

The Department may consider any information that reflects upon a vendor's capability to fully perform the contract requirements and demonstrates the level of integrity and reliability required to assure performance of the contract.

5.2 Evaluation Phase Methodology

All proposals determined to be responsive will be evaluated using the process outlined below.

5.2.1 Programmatic Scoring

The Department's Evaluators will independently evaluate each Programmatic Proposal in accordance with the following criteria:

Criteria	Relative Value	Possible Points
<ul style="list-style-type: none"> The vendor's company structure, subcontractors, and experience and capability to deliver its proposed solution including the vendor track record providing services similar to those specified in this solicitation. <ul style="list-style-type: none"> Company Qualifications and Experience 	20%	120
<ul style="list-style-type: none"> The vendor's articulation of its solution and the ability of the solution to meet the requirements of this solicitation, as outlined in Section 4.2.6.2, Required System Specifications and Services, and provide additional value. <ul style="list-style-type: none"> Services Approach and Solution 	40%	240
<ul style="list-style-type: none"> The skills and prior relevant experience of the vendor's leadership team, staff, and resources the vendor will use in implementing its solution. <ul style="list-style-type: none"> Core Team Qualifications 	10%	60

Criteria	Relative Value	Possible Points
TOTAL	70%	420

5.2.2 Financial Scoring:

Financial Evaluators: The Department’s Financial Evaluators will independently evaluate each Financial Proposal in accordance with the following criteria:

Criteria	Relative Value	Possible Points
<ul style="list-style-type: none"> • The vendor’s financial management approach; financial stability; proposed service efficiencies and re-investment; and ongoing approach to reduce administrative costs and expand services. <ul style="list-style-type: none"> ○ Financial Information 	10%	60
<ul style="list-style-type: none"> • The vendor’s Cost Sheet. <ul style="list-style-type: none"> ○ Ability to remain below \$1.3 million for the first year and below \$400,000 for each of the next four years. 	20%	120
TOTAL	30%	180

5.2.3 Total Score of Proposals

The Procurement Officer will calculate the scores from each Evaluator for the programmatic and financial evaluations. The Procurement Officer will average the programmatic proposal points score and add it to the financial proposal point scores, to obtain a total score. The Procurement Officer will use the total points to rank vendors. This ranking will serve as the recommended ranking of the Department’s Evaluators.

For example:

Firm	Raw Points Received	Rank
Company A	900	2
Company B	1000	1
Company C	800	3*
Company D	750	5
Company E	800	3*

**In the event that multiple firms have the same raw point score, the rank positions needed to cover those firms are the same. Each firm receives a rank of 3.*

5.2.4 Conduct Evaluator Public Meeting

A public meeting will be held to announce and validate all evaluation scores.

5.2.5 Report of the Procurement Officer

The Procurement Officer will report those proposals deemed responsive and vendors deemed responsible. The report will include the vendor rankings.

5.2.6 Selection of Vendor(s), Decision to Reject All, or Cancel

The Department will make a determination to award to the vendor(s), reject all proposals, or cancel this procurement. The Department will notice, in writing, its decision on VBS:
http://vbs.dms.state.fl.us/vbs/main_menu.

[This space intentionally left blank]

APPENDIX I: CERTIFICATE OF SIGNATURE AUTHORITY

Check below and complete Section A or Section B	
<input type="checkbox"/>	Vendor is not a sole proprietorship (Complete Section A)
<input type="checkbox"/>	Vendor is a sole proprietorship (Complete Section B)
Section A	
<p>I, _____ (name), hold the office or position of _____ (title) with _____ (legal name of vendor) and have authority to make official representations by said vendor regarding its official records and hereby state that my examination of the vendor's records show that _____ (name) currently holds the office or position of _____ (title) with the vendor and currently has authority to make binding representations to the Department and sign all documents submitted on behalf of the above-named vendor in response to solicitation # _____, and, in so doing, to bind the named vendor to the statements made therein.</p>	
Dated:	
Signature:	
Printed Name:	
Title:	
<p>NOTE: In lieu of the above, the vendor may submit a corporate resolution or other duly executed certification issued in the vendor's normal course of business to prove signature authority of the named Authorized Representative.</p>	
Section B	
<p>I, _____ (name) am a sole proprietor, personally doing business in the name of _____ (name of vendor), and will be personally bound by the proposal submitted in response to solicitation # _____.</p>	
Dated:	
Signature:	
Printed Name:	

APPENDIX II: VENDOR'S CERTIFICATIONS

CERTIFICATIONS

MASTER CERTIFICATION

As the person named in the Certificate of Signature Authority as the Authorized Representative of the vendor, _____ (legal name of vendor), I confirm that I have fully informed myself of all terms and conditions of solicitation # _____ (the solicitation), the facts regarding the proposal submitted by the vendor in response to the solicitation and the truth of each statement contained in Certifications (a) through (h) and certify, by checking the applicable "true" or "false" box below and affixing my signature hereto, that each statement in each checked certification is "true" or "false" as indicated.

Check the applicable box next to the title to each certification:

True	False	
		a. Certification of Binding Proposal and Acceptance of Terms of the Solicitation and Contract Document
		b. Statement of No Prohibited Involvement
		c. Statement Non-Collusion
		d. Certification Regarding Subcontractors
		e. Certification Regarding Prior Contractual Obligations
		f. Certification of Representations Per sections 287.133, and 287.134, F.S.
		g. Certification of Mandatory Requirements met in EHR Requirements Matrix
		h. Certification of Minimal Professional Qualifications met

The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true" above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."

Signature of Authorized Representative:	Date:

a. Certification of Binding Proposal and Acceptance of Terms of the Solicitation and Contract Document

By checking the "True" box in the Master Certification and signing the same, I hereby certify that the vendor's proposal submitted in response to the Department of Children and Families Request for Proposals (the solicitation) is binding on the vendor in accordance with the terms of the solicitation. If awarded any contract as a result of the solicitation, the vendor will comply with the specifications, terms, and conditions stated in the solicitation and the contract document.

b. Statement of No Prohibited Involvement

By checking the "True" box in the Master Certification and signing the same, I hereby certify that no member of this firm or any person having interest in this firm has: Been awarded a contract as described in subsections 287.057(17)(c), Florida Statutes, to perform a feasibility study of the potential implementation of a subsequent contract to support this project, participated in drafting of a solicitation for this specific project, or developed a program for future implementation of this project.

c. Statement of Non-Collusion

By checking the "True" box in the Master Certification and signing the same, I hereby certify that all persons, companies, or parties interested in the solicitation as principals are named therein, that the vendor's proposal is made without collusion with any other vendor.

d. Certification Regarding Subcontractors

By checking the "True" box in the Master Certification and signing the same, I hereby certify the vendor's agreement that by submitting a proposal to this solicitation, the vendor waives any exclusivity provision in its subcontractor agreements.

e. Certification Regarding Prior Contractual Obligations

By checking the "True" box in the Master Certification and signing the same, I hereby certify the vendor has not:

- (1) Failed to correct any unsatisfactory performance in a previous contract to the satisfaction of any Agency or eligible user;
- (2) Had a contract terminated by any Agency or eligible user for cause; or
- (3) Failed to sign a contract awarded by any Agency.

f. Certification of Representations Per Sections 287.042, 287.133 and 287.134, Florida Statutes
By checking the "True" box in the Master Certification and signing the same, I hereby certify the vendor is not listed on the Suspended Vendors List maintained pursuant to Rule 60A-1.006, F.A.C., Convicted Vendors List created and maintained pursuant to section 287.133, F.S., or on the Discriminatory Vendors List created and maintained pursuant to section 287.134, F.S, and for Federal funds, not be listed on the governmentwide exclusions in the System for Award Management (SAM).
g. Certification of Mandatory Requirements Met in EHR Requirements Matrix
By checking the "True" box in the Master Certification and signing the same, I hereby certify the vendor's agreement that all Mandatory Requirements outlined in the EHR Requirements Matrix will be met and in compliance with the terms of the agreement.
h. Certification of Minimal Professional Qualifications Met
By checking the "True" box in the Master Certification and signing the same, I hereby certify the vendor meets all minimal professional qualifications as outlined in APPENDIX VII: STANDARD CONTRACT PART 2 and affirm the vendor's eligibility to provide the services as outlined in the agreement.

TIE BREAKING CERTIFICATIONS	
Statutory Preferences When Awarding Contracts	
Various provisions of Chapters 287 and 295, F.S., provide qualifying vendors the advantage of "tie breakers" whenever two or more bids, proposals, or replies received by an agency are equal with respect to price, quality, and service. In order to take advantage of the below "tie breakers," a vendor who meets the statutory qualifications for one or more of these "tie breakers" must certify that it qualifies for the cited preference. Completion of the certification is optional for qualifying vendors; however, a vendor waives all rights to consideration of a "tie breaker" if it fails to submit the certification on or before the deadline to submit its bid, proposal or reply.	
MASTER CERTIFICATION – TIE-BREAKING CERTIFICATIONS	
As the Authorized Representative of the vendor, _____ (legal name of vendor), I confirm that I have fully informed myself of all terms and conditions of the solicitation _____ (the solicitation), the facts regarding the proposal submitted by the vendor in response to the solicitation and the truth of each statement contained in Certifications (i) through (m) and certify, by checking one or more of the boxes below and affixing my signature hereto, that each statement in each checked certification is true.	
Check the box next to the title to each certification that is true:	
<input type="checkbox"/>	i. Certification of a Certified Minority Business Enterprise
<input type="checkbox"/>	j. Certification of a Certified Veteran Business Enterprise
<input type="checkbox"/>	k. Certification of a Florida Business
<input type="checkbox"/>	l. Certification of a Foreign Manufacturer with a Factory in Florida
<input type="checkbox"/>	m. Certification of a Drug Free Workplace
The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true," above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."	
Signature of Authorized Representative:	Date:
i. Certification of a Certified Minority Business Enterprise	
By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Certified Minority Business Enterprise in accordance with section 287.0943, Florida Statutes.	
j. Certification of a Florida Certified Veteran Business Enterprise	
By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Certified Veteran Business Enterprise in accordance with section 295.187, Florida Statutes.	
k. Certification of a Florida Business	
By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization's principal place of business is located within Florida in accordance with section 287.084, Florida Statutes.	
l. Certification of a Foreign Manufacturer with a Factory in Florida	

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my manufacturing organization has a factory in Florida that employs over 200 employees working in Florida in accordance with section 287.092, Florida Statutes.

m. Certification of a Drug Free Workplace

By checking the "True" box in the Master Certification and signing the same, I hereby certify the vendor currently maintains a drug-free workplace environment in accordance with section 287.087, Florida Statutes, and will continue to promote this policy through implementation of that section.

APPENDIX III: QUESTION SUBMITTAL FORM

Each vendor may complete the form provided based on its questions relating to this solicitation. The completed form shall be submitted in accordance with the instructions provided in **Section 2.6** of the solicitation. This form may be expanded as needed to facilitate response to this requirement.

Vendor Name: [Enter Legal Name of vendor]

Question Number	solicitation Section Number	Question
1		
2		
3		
4		
5		

APPENDIX IV: SUBCONTRACTOR LIST

List the subcontractors who will perform work under the contract(s) resulting from this solicitation.

CHECK HERE IF NO SUBCONTRACTORS WILL BE UTILIZED:

Subcontractor Name:	
Business Type:	
Subcontracted Services:	
Address:	
City, State Zip	
Phone #	
FEIN #	

Subcontractor Name:	
Business Type:	
Subcontracted Services:	
Address:	
City, State Zip	
Phone:	
FEIN #	

Subcontractor Name:	
Business Type:	
Subcontracted Services:	
Address:	
City, State Zip	
Phone #	
FEIN #	

Subcontractor Name:	
Business Type:	
Subcontracted Services:	
Address:	
City, State Zip	
Phone:	
FEIN #	

[Duplicate table as necessary for additional subcontractors.]

APPENDIX V: COST SHEET

See Attached.

APPENDIX VI: STANDARD CONTRACT PART 1

See Attached.

APPENDIX VII: STANDARD CONTRACT PART 2

See Attached.

APPENDIX V: COST REPLY



Florida Department Of Children and Families Electronic Health Record System (EHR) Exhibit A - Cost Sheet Instructions

Offeror must complete and submit this Cost Reply form with their proposal response.

1. The Respondent should provide one individual price for each yellow-shaded cell on the subsequent worksheets. Ranges should not be used when providing price. If the Respondent fails to abide by this guidance and provides a range for any cell, the Department will replace the range with the highest value in that range, which will be used to calculate the total price.
2. This Cost Reply contains two (2) worksheets for the Respondent to use to indicate all costs associated with its Reply.
 - Worksheet B: Cost Reply
 - Worksheet C: Hourly Rate Card
3. The Respondent may add additional cost items in identified locations highlighted in purple. The Respondent should not make any additional changes to this Cost Reply.
4. Section 4 of the RFP document explains how the Cost Reply will be evaluated.

APPENDIX V: COST REPLY

APPENDIX V - COST SHEET

Respondent's Name:

Instructions:
1. In the tables below, the Respondent should only provide cost in each yellow-shaded cell that corresponds to component detail listed in each table provided. The Department will assume there is no cost for any yellow-shaded cell left empty. All white cells in Tables A, B, C, and D will automatically calculate based on the values given in the yellow and purple shaded cells.
2. The Respondent should only input data into Table B, C, and D.
3. In Table B below, the Respondent should provide pricing details for the proposed approach to implement the eProcurement Solution in accordance with its proposed implementation plan. It should include all costs associated to implement each functional area (detailed in Tabs 1-10 of Attachment H), including intergrations, replacement/conversion of existing State systems, staffing and support services, and costs for other services described in this RFP.
4. In Table C below, the Respondent should provide pricing details for licensing and hosting costs associated with the proposed solution and applications that provide the services of this RFP. The Respondent should also indicate the hosting costs for Production as well as Non-Production (Development, Test, Training, etc) environments.
5. In Table D below, the Respondent should provide cost details for the proposed On-Going Support Services that are beyond those included in the licensing and maintenance pricing provided, if any.

A. Overall Cost Proposal						
	Year 1	Year 2	Year 3	Year 4	Year 5	Total
<i>Solution Implementation</i>	\$ -					\$ -
<i>Licensing and Hosting</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Maintenance and Operations</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

B. Solution Implementation Costs		
<i>(allocate costs as needed based on your proposed implementation plan)</i>		
EHR integration costs should be calculated as a fixed total cost for design, implementation, and ongoing support.		
	Year 1	Total
Solution Implementation		
<i>1. System Integration</i>		\$ -
<i>2. Data Migration</i>		\$ -
<other item for vendor input (optional)>		\$ -
<other item for vendor input (optional)>		\$ -
<other item for vendor input (optional)>		\$ -
Supporting Services:		
<i>Project Management</i>		\$ -
<i>Change Management</i>		\$ -
<i>Training</i>		\$ -
<other item for vendor input (optional)>		\$ -
<other item for vendor input (optional)>		\$ -
<other item for vendor input (optional)>		\$ -
<other item for vendor input (optional)>		\$ -
Total	\$ -	\$ -

APPENDIX V: COST REPLY

C. Licensing and Hosting Costs

(Respondent to include licensing and hosting costs required to fulfill their proposal.)

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
<i>*User licenses (500 concurrent)</i>						\$ -
<i>Infrastructure as a service (Non-Production)</i>						\$ -
<i>Infrastructure as a service (Production)</i>						\$ -
<i>Software as a Service (Non-Production)</i>						\$ -
<i>Software as a Service (Production)</i>						\$ -
<other item for vendor input (optional)>						\$ -
<other item for vendor input (optional)>						\$ -
<other item for vendor input (optional)>						\$ -
<other item for vendor input (optional)>						\$ -
<other item for vendor input (optional)>						\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*Based on current staff capacity approximately 2,000 users will be using the system.

D. Ongoing Maintenance and Operation Costs

(Respondent to add any additional support costs not already covered as part of implementation costs)

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
<i>Maintenance</i>						\$ -
<i>Operations</i>						\$ -
<other item for vendor input (optional)>						\$ -
<other item for vendor input (optional)>						\$ -
<other item for vendor input (optional)>						\$ -
<other item for vendor input (optional)>						\$ -
<other item for vendor input (optional)>						\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Contract No.
CFDA No(s).
CSFA No(s). _____

Client Services Non-Client
Subrecipient Vendor
Federal Funds State Funds

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department" and _____, hereinafter referred to as the "Provider". If this document is denoted above as a GRANT AGREEMENT, the term "Contract" as it may appear hereinafter shall be construed to mean "Grant" or "Grant Agreement" as the context may provide. Similarly, the term "Provider" shall be construed to mean "Grantee" and the term "Contract Manager" shall be construed to mean "Grant Manager".

The section headings contained in this contract are for reference purposes only and shall not affect the meaning or interpretation of this contract.

The Department and Provider agree as follows:

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1 Purpose and Contract Amount

The Department is engaging the Provider for the purpose of _____, as further described in Section 2, payable as provided in Section 3, in an amount not to exceed \$_____.

1.2 Official Payee and Party Representatives

1.2.1 The name, address, telephone number and e-mail address of the Provider's official payee to whom the payment shall be directed on behalf of the Provider are:

Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Ext: _____ E-mail: _____

1.2.2 The name, address, telephone number and e-mail of the Provider's contact person responsible for the Provider's financial and administrative records:

Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Ext: _____ E-mail: _____

1.2.3 The name, address, telephone number and e-mail of the Provider's representative responsible for administration of the program under this Contract (and primary point of contact) are:

Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Ext: _____ E-mail: _____

1.2.4 The name, address, telephone number and e-mail address of the Contract Manager for the Department for this Contract are:

Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Ext: _____ E-mail: _____

Per section 402.7305(1)(a), Florida Statutes (F.S.), the Department's Contract Manager is the primary point of contact through which all contracting information flows between the Department and the Provider. Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party.

1.3 Effective and Ending Dates

This Contract shall be effective _____ or the last party signature date, whichever is later. The service performance period under this Contract shall commence on _____ or the effective date of this Contract, whichever is later, and shall end at midnight, Eastern time, on _____, subject to the survival of terms provisions of Section 7.4. This contract may be renewed in accordance with SS. 287.057(13) or 287.058(1)(g), F.S.

1.4 Contract Document

This Contract is composed of the documents referenced in this section.

1.4.1 The definitions found in the Standard Contract Definitions, located at: <http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf> are incorporated into and made a part of this Contract. Additional definitions may be set forth in Exhibit A, Special Provisions.

1.4.2 The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract.

CF Standard Contract 2019 (UATS)

1.4.3 The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 9, as provided therein.

1.4.4 In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

1.4.4.1 Exhibits A through ;

1.4.4.2 Any documents incorporated into any exhibit by reference, or included as a subset thereof;

1.4.4.3 This Standard Contract;

1.4.4.4 Any documents incorporated into this Contract by reference;

1.4.4.5 Attachments 1 through .

2. STATEMENT OF WORK

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation under Section 3 will be equitably adjusted by the Department to the extent that it prescribes a fixed price payment method or does not provide a method of payment for added tasks.

2.1 Scope of Work

The Scope of Work is described in Exhibit B.

2.2 Task List

The Provider shall perform all tasks set forth in the Task List, found in Exhibit C, in the manner set forth therein.

2.3 Deliverables

The Deliverables are described in Exhibit D.

2.4 Performance Measures

2.4.1 The performance measures for acceptance of deliverables are set forth in Exhibit D, Section D- .

2.4.2 To avoid contract termination, Provider's performance must meet the minimum acceptable level of performance set forth in Exhibit E, Minimum Performance Measures, Section E-1, regardless of any other performance measures in this Contract. By execution of this Contract, the Provider hereby acknowledges and agrees that its performance under the Contract must meet these Minimum Performance Measures and that it will be bound by the conditions set forth therein. If the Provider fails to meet these measures, the Department, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Provider to the Department's satisfaction, the Department must terminate the Contract. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances. The Provider further acknowledges and agrees that during any period in which the Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply.

3. PAYMENT, INVOICE AND RELATED TERMS

The Department shall pay for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed that set forth in Section 1.1, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the Department per Section 3.1 and shall remain subject to subsequent audit or review to confirm contract compliance. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

3.1 Prompt Payment and Vendor Ombudsman

Per section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract elsewhere specifies otherwise. Department determination of acceptable services shall be conclusive. Department receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager. For any amount that is authorized for payment but is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved (or within thirty-five (35) days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

3.2 Method of Payment

The Provider shall be paid in accordance with Exhibit F.

3.3 Invoices

3.3.1 The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this Contract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Contract.

3.3.2 The final invoice for payment shall be submitted to the Department no more than days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

3.4 Financial Consequences

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply financial consequences as provided for in Section 6.1. The parties agree that the penalties provided for under Section 6.1 constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides, or termination of this Contract per Section 6.2 and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 3.5, to the extent of such error. Financial consequences directly related to the deliverables under this Contract are defined in Exhibit F.

3.5 Overpayments and Offsets

The Provider shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the Department and any interest attributable to such funds. Should repayment not be made promptly upon discovery by the Provider or its auditor or upon written notice by the Department, the Provider will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by the Department to not be in full compliance with contract requirements shall be deemed overpayments. The Department shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the Department from the Provider under this or any other contract or agreement. If this contract involves federal or state financial assistance, the following applies: The Grantee shall return to the Department any unused funds; any accrued interest earned; and any unmatched grant funds, as detailed in the Final Financial Report, no later than 60 days following the ending date of this Contract.

3.6 MyFloridaMarketPlace Transaction Fee.

This Contract is **exempt from** the MyFloridaMarketPlace transaction fee.

4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

4.1 Compliance with Statutes, Rules and Regulations

In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and regulations relating to its performance under this Contract as

they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this Contract.

4.2 State Policies

The Provider shall comply with the policies set forth in the Department of Financial Services' Reference Guide for State Expenditures and active Comptroller/Chief Financial Officer Memoranda issued by the Division of Accounting and Auditing.

4.3 Independent Contractor, Subcontracting and Assignments

4.3.1 In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to State retirement, leave benefits or any other benefits of State employees as a result of performing the duties or obligations of this Contract.

4.3.2 The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

4.3.3 The Provider may subcontract under this Contract

4.3.3.1 The Provider shall not subcontract for any of the work contemplated under this Contract without prior written approval of the Department, which shall not be unreasonably withheld. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida.

4.3.3.2 The Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.

4.3.3.3 The Provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the Provider's performance being performed by or through the subcontract.

4.3.4 To the extent that a subcontract provides for payment after Provider's receipt of payment from the Department, the Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (0.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

4.4 Provider Indemnity

Section 19 of PUR 1000 Form shall apply per its terms, except that the phrase "arising from or relating to personal injury and damage to real or personal tangible property" in the first paragraph is replaced with "arising out of or by reason of the execution of this Contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement," and the following additional terms will also apply:

4.4.1 If the Provider removes an infringing product because it is not reasonably able to modify that product or secure the Department the right to continue to use that product, the Provider shall immediately replace that product with a non-infringing product that the Department determines to be of equal or better functionality or be liable for the Department's cost in so doing.

4.4.2 Further, the Provider shall indemnify the Department for all costs and attorneys' fees arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure; or arising from or relating to the scope of the Provider's redaction of the record, as provided for under Section 5.3, including litigation initiated by the Department.

4.4.3 The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Department negligent shall excuse the Provider of performance under this provision, in which case the Department shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the Department shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

4.5 Insurance

The Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. Upon the execution of this Contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Department reserves the right to require additional insurance as specified in this Contract.

4.6 Notice of Legal Actions

The Provider shall notify the Department of potential or actual legal actions taken against the Provider related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact the Department. The Provider shall notify the Department's Contract Manager within ten (10) days of Provider becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

4.7 Intellectual Property

All intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of the Department, fully compensated for by the Contract amount. Neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

4.7.1 If the Provider uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in Exhibit A as having specific limitations, the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by the Department its employees, agents or contractors during the term of this Contract and perpetually thereafter.

4.7.2 All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

4.8 Transition Activities

Continuity of service is critical when service under this Contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this Contract, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes but is not limited to the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this Contract and shall

support the requirements for transition as specified in a Department-approved Transition Plan, which shall be developed jointly with the new provider in consultation with the Department.

4.9 Real Property

Any State funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of State funding for this purpose, if the Provider disposes of the property before the Department's interest is vacated, the Provider will refund the proportionate share of the State's initial investment, as adjusted by depreciation.

4.10 Publicity

Without limitation, the Provider and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State agency or affiliate or any officer or employee of the State, or any State program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this Contract in press releases, advertising or materials distributed to the Provider's prospective customers.

4.11 Sponsorship

As required by section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name) and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

4.12 Employee Gifts

The Provider agrees that it will not offer to give or give any gift to any Department employee during the service performance period of this Contract and for a period of two years thereafter. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

4.13 Mandatory Reporting Requirements

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows:

4.13.1 A reportable incident is defined in CFOP 180-4, which can be obtained from the Contract Manager.

4.13.2 Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Contract Manager.

4.13.3 Other reportable incidents shall be reported to the Department's Office of Inspector General through the Internet at <http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml> or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at IG.Complaints@myflfamilies.com. The Provider and subcontractor may also mail the completed form to the Department of Children and Families, Office of Inspector General, The Center, 2415 Monroe Street, Suite 400 - I, Tallahassee, Florida, 32303; or via fax at (850) 488-1428.

4.14 Employment Screening

4.14.1 The Provider shall ensure that all staff utilized by the Provider and its subcontractors (hereinafter, "Contracted Staff") that are required by Florida law and by CFOP 60-25, Chapter 2, which is hereby incorporated by reference to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

4.14.1.1 Employment history checks;

4.14.1.2 Fingerprinting for all criminal record checks;

- 4.14.1.3 Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);
- 4.14.1.4 Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and
- 4.14.1.5 Security background investigation, which may include local criminal record checks through local law enforcement agencies.
- 4.14.1.6 Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

4.14.2 The Provider shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Contract stating that all required staff have been screened or the Provider is awaiting the results of screening.

4.14.3 The Department requires, as applicable, the use of the Officer of Inspector General's Request for Reference Check form (CF 774), which states: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families or a Contract or sub-contract provider, a check with the Office of Inspector General (IG) is required to determine if the individual is or has been a subject of an investigation with the IG's Office. The request will only be made on the individual that is being recommended to be hired for the position if that individual has previously worked for the Contract or sub-contract provider, or if that individual is being promoted, transferred or demoted within the Contract or sub-contract provider."

4.15 Human Subject Research

The Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §§ 289, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

4.16 Coordination of Contracted Services

Section 287.0575, F.S., mandates various duties and responsibilities for certain State agencies and their contracted service providers, and requires the following Florida health and human services agencies to coordinate their monitoring of contracted services: Department of Children and Families, Agency for Persons with Disabilities, Department of Health, Department of Elderly Affairs, and Department of Veterans Affairs, where applicable.

In accordance with section 287.0575(2), F.S., each contract service provider that has more than one contract with one or more of the five Florida health and human services agencies must provide a comprehensive list of their health and human services contracts to their respective Contract Manager(s). The list must include the following information:

- 4.16.1 Name of each contracting State agency and the applicable office or program issuing the contract.
- 4.16.2 Identifying name and number of the contract.
- 4.16.3 Starting and ending date of each contract.
- 4.16.4 Amount of each contract.
- 4.16.5 A brief description of the purpose of the contract and the types of services provided under each contract.
- 4.16.6 Name and contact information of each Contract Manager.

5. RECORDS, AUDITS AND DATA SECURITY

5.1 Records, Retention, Audits, Inspections and Investigations

5.1.1 The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract. Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 5.1.2. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

5.1.2 Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for a period of six (6) years after completion of the Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to the Department.

5.1.3 At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 2 CFR § 200.336, shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.

5.1.4 A financial and compliance audit shall be provided to the Department as specified in this Contract and in Attachment _____.

5.1.5 The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

5.1.6 No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

5.2 Inspections and Corrective Action

The Provider 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 Provider which are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this Contract. Following such review, the Department may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the Department's direction. This provision will not limit the Department's choice of remedies under law, rule, or this contract.

5.3 Provider's Confidential and Exempt Information

5.3.1 By executing this Contract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to section 215.985, F.S. The Provider, upon written request of the Department, shall promptly provide a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

5.3.2 Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to the Department in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with the following standards:

5.3.2.1 Provider must clearly label as trade secret, any portion of the documents, data, or records submitted that it considers to be trade secret, as defined in Section 812.081(1)(c), F.S., and exempt from public inspection or disclosure pursuant to Florida's Public Records Law. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.

5.3.2.2 The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 5.3.2.1. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.1, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

5.3.3 The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

5.4 Health Insurance Portability and Accountability Act

The Provider certifies that neither it nor its subcontractors will have access to, receive or provide Protected Health Information within the meaning of the Health Insurance Portability and Accountability Act (42 U.S.C. § 1320d.) and the regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) incidental to performance of this Contract.

In compliance with 45 CFR § 164.504(e), the Provider shall comply with the provisions of Attachment to this Contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractors incidental to the Provider's performance of this Contract.

5.5 Information Security

The Provider shall comply with, and be responsible for ensuring subcontractor compliance as if they were the Provider with, the following information security requirements whenever the Provider or its subcontractors have access to Department information systems or maintain any client or other confidential information in electronic form:

5.5.1 An appropriately skilled individual shall be identified by the Provider to function as its Information Security Officer. The Information Security Officer shall act as the liaison to the Department's security staff and will maintain an appropriate level of information security for Department information systems or any client or other confidential information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to Department information systems or any client or other confidential information. The Information Security Officer will ensure that any access to Department information systems or any client or other confidential information is removed immediately upon such access no longer being required for Provider's performance under this contract.

5.5.2 The Provider shall provide the latest Departmental security awareness training to all who request or have access, through the Provider's access, to Department information systems or any client or other confidential information.

5.5.3 All who request or have access, through the Provider's access, to Department information systems or any client or other confidential information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the Contract Manager.

5.5.4 The Provider shall prevent unauthorized disclosure or access, from or to Department information systems or client or other confidential information. Client or other confidential information on systems and network capable devices shall be encrypted per CFOP 50-2.

5.5.5 The Provider agrees to notify the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

5.5.6 The Provider shall, at its own cost, comply with section 501.171, F.S. The Provider shall also, at its own cost, implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

5.6 Public Records

5.6.1 The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. As required by section 287.058(1)(c), F.S., it is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate this Contract.

5.6.2 As required by section 119.0701, F.S., to the extent that the Provider is acting on behalf of the Department within the meaning of section 119.011(2), F.S., the Provider shall:

5.6.2.1 Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.

5.6.2.2 Upon request from the Department's custodian of public records, provide to the Department a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

5.6.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to the Department.

5.6.2.4 Upon completion of the contract, transfer, at no cost, to the Department all public records in possession of the Provider or keep and maintain public records required by the Department to perform the service. If the Provider transfers all public records to the Department upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

5.6.3 IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-487-1111, OR BY EMAIL AT DCFCustodian@MYFLFAMILIES.COM, OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, THE CENTRE SUITE 400, 2415 MONROE STREET, TALLAHASSEE, FL 32303.

6. REMEDIES, TERMINATION AND DISPUTE RESOLUTION

6.1 Financial Penalties for Failure to Take Corrective Action

6.1.1 In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., should the Department require a corrective action to address noncompliance under this Contract, incremental penalties listed in section 6.1.2 through section 6.1.3 shall be imposed for Provider failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from the Department to complete corrective action, but shall not exceed ten (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. These penalties do not limit or restrict the Department's application of any other remedy available to it under law or this Contract.

6.1.2 The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan, in accordance with the following standards.

6.1.2.1 Noncompliance that is determined by the Department to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

6.1.2.2 Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty.

6.1.2.3 Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

6.1.3 The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the Department may deduct the amount of the penalty from invoices submitted by the Provider.

6.2 Termination

6.2.1 In accordance with Section 22 of PUR 1000 Form, this Contract may be terminated by the Department without cause upon no less than thirty (30) calendar days' notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.

6.2.2 This Contract may be terminated by the Provider upon no less than one-hundred and twenty (120) calendar days' notice in writing to the Department unless another notice period is mutually agreed upon in writing.

6.2.3 In the event funds for payment pursuant to this Contract become unavailable, the Department may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to the Provider. The Department shall be the final authority as to the availability and adequacy of funds.

6.2.4 In the event the Provider fails to fully comply with the terms and conditions of this Contract, the Department may terminate the Contract upon no less than twenty-four (24) hours' notice in writing to the Provider, excluding Saturday, Sunday, and Holidays. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Contract. The Department's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit the Department's right to remedies at law or in equity.

6.2.5 Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Provider. To be terminated under this provision, the Provider must have:

6.2.5.1 Previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Department; or

6.2.5.2 Had a contract terminated by the Department for cause.

6.2.6 In the event of termination under Sections 6.2.1 or 6.2.3, the Provider will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work per Section 21 of the PUR 1000.

6.2.7 If this Contract is for an amount of \$1 Million or more, the Department may terminate this Contract at any time the Provider is found to have submitted a false certification under section 287.135, F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this contract, the Department may terminate this contract at any time the Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

6.3 Dispute Resolution

6.3.1 Any dispute concerning performance of this Contract or payment hereunder shall be decided by the Department, which shall be reduced to writing and a copy of the decision shall be provided to the Provider by the Contract Manager. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Department's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution.

6.3.2 After receipt of a petition for alternative dispute resolution the Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract.

6.3.3 After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the exhibits or other attachments, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties.

6.3.4 Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process.

6.3.5 This section shall not limit the parties' rights of termination under Section 6.2.

6.3.6 All notices provided by the Department under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.3 via the U.S. Postal Service or any other delivery service that provides verification of delivery, or via hand delivery. All notices provide by the Provider under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.4 via U.S. Postal Service or any other delivery service that provides verification of delivery, or via hand delivery.

7. OTHER TERMS

7.1 Governing Law and Venue

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. State Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue shall be in Leon County, Florida. Unless otherwise provided in any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.

7.2 No Other Terms

There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

7.3 Severability of Terms

If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.

7.4 Survival of Terms

Unless a provision hereof expressly states otherwise, all provisions hereof concerning obligations of the Provider and remedies available to the Department survive the ending date or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment.

7.5 Modifications

Modifications of provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

7.6 Anticompetitive Agreements

The Provider will not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the Department or a provider of services to the Department.

7.7 Communications

Except where otherwise provided in this Contract, communications between the parties regarding this Contract may be by any commercially reasonable means. Where this Contract calls for communication in writing, such communication includes email, and attachments thereto are deemed received when the email is received.

7.8 Accreditation

The Department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Department's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.

7.9 Transitioning Young Adults

The Provider understands the Department's interest in assisting young adults aging out of the dependency system. The Department encourages Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

7.10 DEO and Workforce Florida

The Provider understands that the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Department encourages Provider participation with the Department of Economic Opportunity and Workforce Florida.

7.11 Purchases by Other Agencies

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.045, Florida Administrative Code, if requested by another agency. Other State agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

7.12 Unauthorized Aliens

Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by the Department for violation of section 274A of the Immigration and Nationality Act (8 U.S.C. § 1324a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider and its subcontractors will enroll in and use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. Employees assigned to the contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.

7.13 Civil Rights Requirements

These requirements shall apply to the Provider and all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

7.13.1 The Provider shall comply with the provisions in accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, or marital status.

7.13.2 The Provider shall not discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR, Parts 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16.

7.13.3 If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within thirty (30) days of execution of this Contract and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.

7.14 Use of Funds for Lobbying Prohibited

The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a State agency.

7.15 Public Entity Crime and Discriminatory Contractors

Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7.16 Whistleblower's Act Requirements

In accordance with subsection 112.3187, F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and

other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

7.17 PRIDE

Articles which are the subject of or are required to carry out this Contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this Contract, the Provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

7.18 Recycled Products

The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with the provisions of sections 403.7065, F.S.

8. FEDERAL FUNDS APPLICABILITY

The terms in this section apply if Federal Funds are used to fund this Contract.

8.1 Federal Law

8.1.1 The Provider shall comply with the provisions of Federal law and regulations including, but not limited to, 2 CFR, Part 200, and other applicable regulations.

8.1.2 If this Contract contains \$10,000 or more of Federal Funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 if applicable.

8.1.3 If this Contract contains over \$150,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Provider shall report any violations of the above to the Department.

8.1.4 No Federal Funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Contract contains Federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment _____. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this Contract.

8.1.5 If this Contract provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. § 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

8.1.6 If the Provider is a federal subrecipient or pass-through entity, then the Provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8.1.7 If the Provider is a federal subrecipient or pass through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine whether or not its subcontracts are being awarded to a "contractor" or a "subrecipient," as those terms are defined in 2 CFR, Part 200. If a Provider's subcontractor is determined to be a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

8.2 Executive Compensation Reporting

Annually on or before May 1 Provider will complete and return the Executive Compensation Annual Report found [here](#).

8.3 Federal Whistleblower Requirements

Pursuant to Section 11(c) of the OSH Act of 1970 and the subsequent federal laws expanding the act, the Provider is prohibited from discriminating against employees for exercising their rights under the OSH Act. Details of the OSH Act can be found at this website: <http://www.whistleblowers.gov>.

9. CLIENT SERVICES APPLICABILITY

The terms in this section apply if the box for Client Services is checked at the beginning of this Contract.

9.1 Client Risk Prevention

If services to clients are to be provided under this Contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

9.2 Emergency Preparedness Plan

If the tasks to be performed pursuant to this Contract include the physical care or supervision of clients, the Provider shall, within thirty (30) days of the execution of this contract, submit to the Contract Manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term "supervision" includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting. No later than twelve months following the Department's original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary. The Department agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assume implementation of agreed emergency relief provisions.

9.3 Support to the Deaf or Hard-of-Hearing

9.3.1 The Provider and its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and CFOP 60-10, Chapter 4, entitled Auxiliary Aids and Services for the Deaf or Hard-of-Hearing.

9.3.2 If the Provider or any of its subcontractors employs 15 or more employees, such Provider and subcontractor shall each designate a Single-Point-of-Contact to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single-Point-of-Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database by the 5th business day of the month, covering the previous month's reporting, and forward confirmation of submission to the Contract Manager. The name and contact information for the Provider's Single-Point-of-Contact shall be furnished to the Department's Contract Manager within fourteen (14) calendar days of the effective date of this requirement.

9.3.3 The Provider shall, within thirty (30) days of the effective date of this requirement, contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single-Point-of-Contact.

9.3.4 The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and their subcontractors with fifteen (15) or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

9.3.5 The Provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted

near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by The Provider and its subcontractors. The approved Notice is available at: <http://www.myflfamilies.com/about-us/services-deaf-and-hard-hearing/dcf-posters>.

9.3.6 The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

9.3.7 If customers or companions are referred to other agencies, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

9.3.8 The Department requires each contract/subcontract provider agency's direct service employees to complete training on [serving our Customers who are Deaf or Hard-of-Hearing](#) and sign the Attestation of Understanding. Direct service employees performing under this Contract will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

9.4 Confidential Client and Other Information

Except as provided in this Contract, the Provider shall not use or disclose but shall protect and maintain the confidentiality of any client information and any other information made confidential by Florida law or Federal laws or regulations that is obtained or accessed by the Provider or its subcontractors incidental to performance under this Contract.

9.4.1 State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 741.3165 and 916.107, F.S.

9.4.2 Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. § 2020(e)(8), 42 U.S.C. § 602 and 2 CFR § 200.303 and 2 CFR § 200.337, 7 CFR § 272.1(c), 42 CFR §§ 2.1-2.3, 42 CFR §§ 431.300-306, 45 CFR § 205.

9.4.3 A summary of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

9.5 Major Disasters and Emergencies

The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, the Department is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recovery from a major disaster. The Provider shall request reimbursement for eligible expenses through the Department and payment will be issued upon FEMA approval and reimbursement.

By signing this Contract, the parties agree that they have read and agree to the entire Contract, as described in Section 1.4.

IN WITNESS THEREOF, the parties hereto have caused this ___ page Contract to be executed by their undersigned officials as duly authorized.

PROVIDER:

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature: _____
Print/Type Name: _____
Title: _____
Date: _____

Signature: _____
Print/Type Name: _____
Title: _____
Date: _____

The parties agree that any future amendment(s) replacing this page will not affect the above execution.

Federal Tax ID # (or SSN): _____

Provider Fiscal Year Ending Date: / .

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EXHIBIT A – SPECIAL PROVISIONS

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

A-1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

A-1.1. Term

The Contract Term of this Contract for EHR Services will be for five (5) years with renewal options. The Contract Term will begin on November 1, 2021, or the date of the last signature on this Contract, whichever occurs later.

A-1.2. Renewal

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

A-2. STATEMENT OF WORK

This Electronic Health Record (EHR), Request for Proposal document's intent is to obtain fixed price proposals for the Department of Children and Families (DCF or Department)'s to purchase a system that would serve the business requirements of the three public State Mental Health Treatment Facilities (SMHTF). The Department's goal is to select a configurable Commercial-Off-the-Shelf (COTS) EHR system.

A-3. PAYMENT, INVOICE AND RELATED TERMS

Payment will be completed at a fixed rate for the purchase, maintenance, and use of an on-demand, cloud-based subscription (SaaS). Subscription services are fixed rate, invoiced annually, and qualify for advanced payment. Also, all software integration and configuration will be invoiced via fixed fee or fixed rate.

A-3.1. Pricing

The Contractor will not exceed the pricing set forth in the Contract documents.

A-3.2. Price Decreases

The following price decrease terms will apply to the Contract: (a) Preferred Pricing. Consistent with the goals of section 216.0113, F.S., Contractor acknowledges and recognizes that the Department wants to take advantage of any improvements in pricing over the course of the Contract period. To that end, the pricing indicated in this Contract is a maximum guarantee under the terms of this clause. Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those which are similar in size, scope, and terms. Contractor must annually submit an affidavit from an authorized representative attesting that the Contract is in compliance with this clause. (b) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

A-3.3. Payment Invoicing

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain detail sufficient for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

A-3.4. Purchase Order

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract. If applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. The purchase order period of performance survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than twelve (12) months

A-3.5. Travel

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

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A-3.6. Annual Appropriation

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

A-3.7. Transaction Fees

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace (MFMP), a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

A-3.8. Taxes

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer unless authorized by Florida law.

A-3.9. Return of Funds

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

A-4.1. Chapter 20.19 Florida Statutes (F.S.) provides the authority under which FSH may contract for these services.

A-4.2. Chapter 381, Public Health, General Provisions

A-4.3. Chapter 394, Florida Statutes (F.S.), Mental Health

A-4.4. Section 59A and 64B, Florida Administrative Codes (F.A.C.)

A-4.5. Chapter 916, F.S. Mentally Ill and Intellectually Disabled Defendants

A-4.6. Policies regarding Commission on Accreditation of Rehabilitation Facilities (CARF)

A-4.7. Florida State Hospital (FSH) policies and procedures and all other guidelines related to standards of care for Environmental (Housekeeping) services

A-5. RECORDS, AUDITS AND DATA SECURITY

A-5.1. 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 displayed visible data. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

A-5.2. Warranty of Security

Unless otherwise agreed upon 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 Customer and will entitle the Customer to a credit as provided in the Contract documents. This credit is intended only to cover the Customer's internal staffing and administrative costs as well as the diminished value of services provided under the Contract and will not preclude the Customer 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 Customer to recover any damages arising from a breach of this section and constitutes an event of default.

The Contractor must notify the Department and the Customer as soon as possible, in accordance with the requirements of section 501.171, F.S., if applicable, and in all events within one (1) business day in the event Contractor discovers any data is breached, any unauthorized access of data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of data occurs, or of any credible allegation or suspicion of a material violation of the above. This notification is required regardless of the number of persons or type of data affected. The notification must be clear and conspicuous and include a description of the following:

- (a) The incident in general terms.
- (b) The type of information that was subject to the unauthorized access and acquisition.
- (c) The type and number of entities who were, or potentially have been affected by the breach.
- (d) The actions taken by the Contractor to protect the data 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.

A-5.3. Remedial Measures

Upon becoming aware of an alleged security breach, Contractor's Contract Manager must set up a conference call with the Department's and the Customer's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a thirty (30)- minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Customer, an alternate time for the call will be scheduled. Contractor must share all available information on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department and Customer 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 must notify the Department's and the Customer's Contract Manager and in all events, within one business day.

A-5.4. Indemnification (Breach of Warranty of Security)

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

A-5.5. 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.

A-6. REMEDIES, TERMINATION AND DISPUTE RESOLUTION

A-6.1. Suspension of Work

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of suspension. Examples of a reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor must comply with the notice and will cease the activities associated with any active or new purchase orders. Within ninety (90) calendar days, or any longer period agreed to by the Contractor, the Department or Customer will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation.

A-6.2. Termination for Convenience

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor

A-6.3. Termination for Cause

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may: (a) immediately terminate the Contract; (b) notify the Contractor of the noncompliance or default and require correction within a specified time, otherwise the Contract will terminate at the end of such time; or (c) take other action deemed appropriate by the Department.

A-6.4. Liquidated Damages

The Contractor will promptly notify the Department or the Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

The Contractor acknowledges that untimely performance or other material noncompliance will damage the Department, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a remedy and are solely intended to compensate for damages.

A-6.5. Force Majeure, Notice of Delay, and No Damages for Delay

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

A-7. OTHER TERMS

A-7.1. Performance or Compliance Audits

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The State of Florida's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

A-7.2. Payment Audit

Records of costs incurred under terms of the Contract will be maintained in accordance with **Section 8.3** of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer or the Office of the Auditor General.

A-8. FEDERAL FUNDS APPLICABILITY

N/A

A-9. CLIENT SERVICES APPLICABILITY

A-10. BACKGROUND SCREENING AND SECURITY

A-10.1. Background Check

The Department or Customer may require the Contractor and its employees, agents, representatives, and subcontractors to provide fingerprints and be subject to such to conduct background checks as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. The Contractor will ensure that all background screening will be refreshed upon the request of the Department or Customer for each person during the term of the Contract.

A-10.2. E-Verify

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

A-10.3. Disqualifying Offenses

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, 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 as follows: (a) Computer related crimes (b) Information technology crimes; (c) Fraudulent practices; (d) False pretenses; (e) Frauds; (f) Credit card crimes; (g) Forgery; (h) Counterfeiting; (i) Violations involving checks or drafts; (j) Misuse of medical or personnel records; and (k) Felony theft.

A-10.4. Confidentiality

The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

A-11. INFORMATION TECHNOLOGY

The following applies to all contracts for information technology commodities and contractual services. "Information technology" is defined in section 287.012(15), F.S., to have the same meaning as provided in section 282.0041, F.S.

A-11.1. 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 \$250,000, 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 contained 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 backup 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 Department 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 to the Contractor as may be necessary to satisfy any claim for damages, remedies, 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 to the Contractor under any contract with the State.

A-11.2. Information Technology Standards

Pursuant to sections 282.0051 and 282.318, F.S., the Agency for State Technology (AST) is to establish standards for the implementation and management of information technology resources. Vendors agree to cooperate with the agency in furtherance of its efforts to comply with AST standards, established in Title 74, F.A.C., as applicable.

EXHIBIT B - SCOPE OF WORK

B-1. SCOPE OF SERVICE

The Department of Children and Families, State Mental Health Treatment Facilities, seeks to procure a comprehensive, integrated, robust, flexible, and customizable Electronic Health Record (EHR) system to meet the current and future needs of three (3) State-operated Mental Health Treatment Facilities (SMHTFs) for individuals who meet the admission criteria for civil or forensic commitment. The Department seeks a Vendor who can address cloud-based vendor hosted solutions, including migration, hardware, software, documentation, installation assistance, user training, as well as update and perform system services at each facility. Additionally, Vendor shall address their capabilities in meeting in-patient Mental Health (MH) needs, quality of care delivery, and workflow efficiencies across distinct Contractor groups.

B-2. MAJOR CONTRACT GOALS

B-2.1 Educate our Department on available electronic health record technologies, including applications, infrastructure solutions, technical innovations, process re-engineering, and recommendations to achieve the following objectives:

- a. Gain insights into a complete picture of the resident's history to assure coordinated, quality treatment and improved resident outcomes through enhanced clinical decision support.
- b. Improve overall risk management and safety by reducing the number of adverse incidents and events.
- c. Increase Contractor productivity through increased levels of process automation, improved documentation clarity, and an improved ability to meet Meaningful Use standards by:
 - o Facilitating a greater level of coordination of care among Contractors.
 - o Creating a more complete history of resident mental health interventions.
 - o Creating stronger referral ties to community treatment Contractors.
 - o Consolidating resident data to a single EHR database.
 - o Establishing an online resident portal for residents, caregivers and families.
- d. Replace paper, manual forms and assessments with electronic records.
- e. Reduce wait times and average lengths of stay as a result of increased timeliness and completeness of clinical data which allows for quicker diagnosis and treatment/service provision.
- f. Increase utilization management leading to staffing efficiency gains, improved adherence to medication protocols, and easier regulatory reporting.
- g. Reduce operating and maintenance costs, as well as hardware and software costs, by replacing existing stand-alone data systems with a single system.
- h. Maximize revenue streams such as Medicare and avoidance of unnecessary costs.
- i. Reduce laboratory and radiology costs for redundant and unnecessary tests.
- j. Reduce pharmacy costs through better inventory management and medication administration record keeping.
- k. Improve configurability to reduce manual work arounds and improve accuracy, such as ability to adjust business rules and functionality according to policy and/or procedural changes.
- l. Enhance workforce and task management by implementing integrated workload and workforce management systems to automate task assignment and monitor performance with real-time tracking and reporting.
- m. Expand remote/ telehealth functionality through incorporation of video files, remote form completion and signatures, and secure document sharing.
- n. Automate staff scheduling processes to best align nursing, and direct care, and other personnel with resident care needs.
- o. Enhance Artificial Intelligence capability and capacity to support Contractor decision making.
- p. Apply robotic processing automation (RPA) applications to streamline and automate repetitive processes.

B-3. SERVICE AREA/LOCATIONS/TIMES

Services shall be provided at the Department of Children and Families, Florida State Hospital, located at 100 N. Main St., Chattahoochee, Florida 32324 and extended to two additional State-operated Mental Health Treatment Facilities (SMHTFs); Northeast Florida State Hospital (NEFSH) and North Florida Evaluation and Treatment Center (NFETC).

B-4. CLIENTS TO BE SERVED

State of Florida, Department of Children and Families has a network of three State Mental Health Treatment Facilities (SMHTFs) for individuals who meet the admission criteria for civil or forensic commitment. SMHTFs serve two primary groups of persons: Individuals committed under Chapter 394, Florida Statutes (F.S.), and individuals committed under Chapter 916, F.S. Persons committed to a SMHTF under Florida's civil commitment statute (Chapter 394) are considered a danger to themselves or others, are unable to care for themselves due to the severity of their mental illness, and a less restrictive alternative treatment environment is not available. The focus of treatment is stabilization of psychiatric symptoms, and rehabilitative activities aimed at increasing the likelihood for successful community reintegration. Under Chapter 916, F.S., the Forensic Client Services Act, individuals may be committed to a SMHTF as Incompetent to Proceed (ITP) to trial on a felony offense or Not Guilty by Reason of Insanity (NGI) on a felony offense. The focus of treatment is to restore individuals to competency and return them to court to proceed with their trial; or to stabilize their psychiatric symptoms so they may return to the community on a conditional release plan. The State Mental Health Treatment Facilities together comprise 1,793 civil and forensic beds to provide in-patient services and treatment, including psychiatric assessment, healthcare services, competency restoration, and rehabilitation therapy. FSH serves 494 Forensic residents and 490 Civil residents. NEFSH serves 613 Civil residents. NFETC serves 196 Forensic residents.

B-5. CLIENT ELIGIBILITY

N/A

B-6. CLIENT DETERMINATION

N/A

B-7. EQUIPMENT

Pursuant to **2 CFR 200.310-316; 45 CFR 75.316-323**), equipment procedures must be in place to meet the requirements for title, use, and disposition under federal grant guidance. Equipment management procedures must be in place for equipment acquired in whole or in part under the federal award, which include detailed identification makers, percentage of federal participation in costs, location, use and condition and any disposition data, date of disposal and sale price of the property.

B-7.1 INTELLECTUAL PROPERTY

Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for the Department or the Customer will be owned by the State of Florida at the completion of the Contract.

Any inventions or discoveries developed in the course of or as a result of services performed under the Contract which are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made in connection with the Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State of Florida will be the sole owner of any and all patents resulting from any invention or discovery made in connection with this contract.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed in connection with the Contract are the sole property of the State of Florida.

B-8. CONTRACT LIMITS

B-8.1 These services must be provided within the financial limits of the contract. Payment for the delivery of services is limited to a total contract dollar amount not to exceed \$3,000,000.00 for the full five-year term of the contract subject to an appropriation by the legislature and the availability of funds.

EXHIBIT C - TASK LIST

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

C-1. SERVICE TASKS

C-1.1. Provide the necessary training for system administrators and staff end users. This training must assure that the users will be capable of continued operation of the System and that systems development staff will be capable of maintaining the software and handling the diagnosis of software problems. Appropriate training, knowledge transfer, and system documentation (run books, etc.) shall be provided to ensure IT operations, maintenance, and troubleshooting. All training materials must be submitted in electronic form in Word or PDF format. The Vendor shall produce a training plan and curriculum that will include periodic follow-up and updated training when a new release or version of any application is installed. The training plan must also specify the required and recommended training for direct service, billing and technical staff supporting the application

C-1.2. Manage and facilitate the activities required to complete the system configuration and implementation process. As part Electronic Health Records System RFP effort, the Vendor will be expected to work with SMHTFs workforce members to analyze current workflows and configure the system, as appropriate, to meet the needs of the SMHTFs.

C-1.3. Assist SMHTFs in the conversion of both electronic and manual data to the new system. Upon award, Vendor will develop and provide a detailed Data Migration and Conversion Plan that describes how files will be converted to the proposed system (e.g., through software conversion aids/utility programs or special programs that must be written, the actual conversion procedures, etc.). The Vendor will be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new system(s).

C-1.4. Manage all testing activities for the project, including the development of a comprehensive Testing Plan. The plan should detail strategies for Unit Testing, System Testing, Integration/Interface testing, User Acceptance Testing (UAT), and Stress Testing. The system must include, at a minimum, a production domain, testing domain, and a training domain.

C-1.5. Provide an immediate response to the incident and must initiate corrective action no longer than thirty (30) minutes from time of notification. Within two (2) hours of any critical system problem, major system failure or critical priority software error, Vendor personnel must be either on-site or logged into the EHR system to analyze the cause of the problem and to effect corrective action. In all instances of a critical system problem, major system failure or critical priority software error, whether hardware or software related, the Vendor, and/or the provided network support partner, shall effect corrective action within two (2) hours of problem reporting or escalate the problem to their senior support staff for their immediate resolution at no added cost to the Department

C-1.6 Comply with all Mandatory System Requirements as outlined in Attachment 1 EHR Requirement Matrix.

C-2. ADMINISTRATIVE TASKS

C-2.1 Provide project management services for the full duration of the project. The Vendor will be expected to develop and provide a Project Management Plan (PMP) deliverable during the project initiation phase that will detail the methodology and approach used by the Vendor to manage the project.

C-3 STAFFING

Required SMHTHQ and SMHTF staff will be available to assist with this project, specifically during the requirements, analysis and design, and user acceptance testing. Any other work which may affect the resources and schedule to this project will go through the governance process for approval and alteration of the schedule. Appropriate staffing resources are to be maintained during the duration of the agreement.

C-3.1 The Department's intent is for Contractor's information technology staff to provide services closely related to those described in the **EHR Matrix Requirements Spreadsheet** document. Detailed scopes of work, specific requirements of the work to be performed, and any requirements of staff shall be provided by the Customer in this Request for Proposal (RFP). The Contractor shall possess the professional and technical staff necessary to allocate, outsource, and manage qualified information technology staff to perform the services requested by the Customer. The Contractor shall provide Customers with staff who must have sufficient skill and experience to perform the services assigned to them.

All of the information technology staffs EHR services to be furnished by the Contractor under the Contract shall meet the professional standards and quality that prevails among information technology professionals in the same discipline and of similar knowledge and skill

engaged in related work throughout Florida under the same or similar circumstances. The Contractor shall provide, at its own expense, training necessary for keeping Contractor's staff abreast of industry advances and for maintaining proficiency in equipment and systems that are available on the commercial market.

The Contractor shall be responsible for the administration and maintenance of all employment and payroll records, payroll processing, remittance of payroll and taxes, and all administrative tasks required by state and federal law associated with payment of staff. The Contractor shall, at its own expense, be responsible for adhering to the Contract background screening requirements, testing, evaluations, advertising, recruitment, and disciplinary actions of Contractor's information technology staff. The Contractor shall maintain during the term of the Contract all licenses, permits, qualifications, insurance, and approvals of whatever nature that are legally required to perform the information technology staff augmentation services.

C-4. PROFESSIONAL QUALIFICATIONS

To be eligible to participate in this RFP, Vendors must successfully demonstrate in their Proposal how they meet the following Vendor Minimum Qualifications:

C-4.1. Vendor shall be regularly and continuously engaged in the business of providing a fully functional behavioral health client record management, electronic health record, billing, claiming and managed care system software, and maintenance and support for at least the past three (3) years.

C-4.2. Vendor shall be a 2015 Certified Electronic Health Records Technology (CEHRT) System software Contractor, according to the electronic health record certification standards established by the Centers for Medicare and Medicaid Services, under the U.S. Department of Health and Human Services.

C-4.3. Vendor shall possess all permits, licenses, and professional credentials necessary to supply product and perform services as specified under this RFP.

C-4.4. Vendor shall have experience providing an EHR system for an inpatient psychiatric hospital, including an inpatient pharmacy, as well as outpatient clinical mental health and substance use disorder programs.

C-5. SUBCONTRACTING

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

C-6. Records and Documentation

N/A

C-7. Reports (programmatic and to support payment)

Performance Measure Reports	Measurement Period	Minimum Performance to Avoid Financial Consequences	Financial Consequence
Application Availability	Monthly	Equal to or Greater than 99.95%	Monthly Hosting Invoice Amount
Average Response Time - Response time (see section E-4.2)	Monthly	Equal or less than 0.75 second	\$12,500
Average Resolution Time - Severity 1 Incidents	Monthly	2 Hours	\$12,500

Average Resolution Time - Severity 2 Incidents	Monthly	8 Hours	\$6,250
Average Resolution Time - Severity 3 Incidents	Monthly	7 Business Days	\$3,125
Average Resolution Time - Severity 4 Incidents	Monthly	No LDs are applicable; however Contractor shall target resolution within 4 months or as otherwise mutually agreed	Not applicable
Number of Severity 1 incidents per production release	Monthly	Less than 3 incidents per release	\$7,500

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

EXHIBIT D – DELIVERABLES

- D-1.** The EHR System must meet the Health Insurance Portability and Accountability Act (HIPAA) Standards for security, privacy and electronic transactions. The HIPAA Standards can be located on the U.S. Department of Health and Human Services website www.hhs.gov/HIPAA.
- D-2.** The EHR System must comply with all portions of SAMHSA 42 CFR Part 2 to ensure the confidentiality of substance use disorder individual records.
- D-3.** The EHR system must be certified by the Office of the National Coordinator for Health Information Technology (ONC) and support attainment of Meaningful Use through Stage-2 with a commitment to satisfy future stages on the same platform. Vendor is proposing an EHR System that is certified by an accredited testing lab to the current standards and certification criteria established by the Office of the National Coordinator (ONC) and enable the end user to meet all 2019 quality reporting requirements as stipulated under Medicare's Merit-based Incentive Payment System (MIPS). The Vendor shall attest to Certifications for all products in the proposed solution and will be required to maintain the current ONC Certification for future versions of the proposed solution. Please provide supporting evidence by including the ONC Certified EHR Technology (CEHRT) Certified Health IT Product List (CPL) for the current license term.
- D-4.** The Department requires the Vendors proposed system be provided and operated in a Vendor-hosted model that is operated, maintained, and supported in the United States by the Vendor at a secure Data Center and securely accessed by the SMHTFs over the internet. With the Vendor operationally responsible for all aspects of the system. The Vendor will be responsible for protecting the Protected Health Information (PHI) in the system, ensuring encryption in transit and at rest of the data in the system, and maintaining a Disaster Recovery (DR) plan and environment for continuous operation of the system. The Vendor is responsible for all third-party software, Vendors, and hosting environments proposed, including encryption and the security of PHI across any and all proposed third parties and Subcontractor.
- D-5.** The EHR System must be able to meet program documentation requirements for the following service types: Inpatient and outpatient clinical care, psychiatric assessment, treatment with psychotropic medication, healthcare services, individual and group therapy, individualized service planning, competency restoration assessment and training, vocational and educational services, addiction services, rehabilitation therapy and enrichment activities.
- D-6.** The EHR System must allow authorized staff to create, edit and publish customizable data collection forms to be used for reporting.
- D-7.** The EHR System must allow authorized staff to customize the routing mechanisms of workflow to accommodate multi-disciplinary team coordination.
- D-8.** The EHR System must provide documentation capabilities for tracking services in support of individual treatment plans and services provided twenty-four (24) hours per day, seven (7) days per week within in-patient mental health facilities. System functionality must include both an Electronic Medication Administration Record (eMAR) with 24/7 availability and full e-prescribing capabilities for outpatient care as well as documentation of program interventions, risk mitigation and individual progress on individualized objectives and outcomes. The system must support capturing and integration of program documentation required by Medicare regulations for operating and billing for service requirements. The system must be configurable for workflows and timing of required documentation and provide automatic reminders and alerts for upcoming, missing and past due documentation. The system must have the ability to support a 99.95% availability — excluding planned maintenance.
- D-9.** For all critical system problems, major system failures or critical priority software errors reported, the Vendor must provide an immediate response to the incident and must initiate corrective action no longer than thirty (30) minutes from time of notification. Within two (2) hours of any critical system problem, major system failure or critical priority software error, Vendor personnel must be either on-site or logged into the EHR system to analyze the cause of the problem and to effect corrective action. In all instances of a critical system problem, major system failure or critical priority software error, whether hardware or software related, the Vendor, and/or the provided network support partner, shall effect corrective action within two (2) hours of problem reporting or escalate the problem to their senior support staff for their immediate resolution at no added cost to the Department.
- D-10.** The EHR System must have the ability to create various reports and make them available as a standard report to staff on an ongoing basis. The EHR System must run reports in real time without any lengthening of the response time from the production transaction database for normal transactions. The reports must be configurable in a user-friendly manner that does not require staff to be experts in reporting or data analysis. The reporting tool must be able to adapt to state and federal reporting requirements.

D-11. The Department requires a robust security component that will permit it to assign access rights to staff on the fly and to give rights across program and service areas as well as locations. The Department prefers an EHR system with role-based access through Active Directory. The EHR system must support multi-role staffing pattern. However, access to all components of the proposed system shall be granted only to authorized users. SMHTF staff must have the ability to reset all user passwords and maintain passwords for the EHR System.

D-12. The EHR system must be compliant with Health Level Seven (HL7) standards for interoperability. If your solution does not include an integrated laboratory, dietary solution, it supports the ability to interface with ClinLab laboratory information system, MealSuite dietary and food service software respectively. The system must support the ability to interface with Touchpoint medDispense cabinets to ensure secure dispensing of medication throughout the campus at the SMHTFs. While the Department expects the EHR system to replace majority of the current disjointed applications, some applications will be expected to continue operating. For this reason, the EHR system must include interface to local databases to support continued operation of the local applications.

D-13. The EHR system must include comprehensive Medication Administration Record (MAR); Medication Exception Record (MER); and related dosage, schedule, and charting support. The EHR system must include an integrated/partnered Pharmacy solution for the management of pharmaceutical drugs and controlled substances at the SMHTF pharmacies. The Pharmacy solution must meet all Federal, State and Drug Enforcement Administration (DEA) requirements for pharmaceutical drugs and controlled substance regulations.

D-14. The Vendor will be required to provide project management services for the full duration of the project. The Vendor will be expected to develop and provide a Project Management Plan (PMP) deliverable during the project initiation phase that will detail the methodology and approach used by the Vendor to manage the project.

D-15. The Vendor will be expected to manage and facilitate the activities required to complete the system configuration and implementation process. As part Electronic Health Records System RFP effort, the Vendor will be expected to work with SMHTFs workforce members to analyze current workflows and configure the system, as appropriate, to meet the needs of the SMHTFs.

D-16. The Vendor must assist SMHTFs in the conversion of both electronic and manual data to the new system. Upon award, Vendor will develop and provide a detailed Data Migration and Conversion Plan that describes how files will be converted to the proposed system (e.g., through software conversion aids/utility programs or special programs that must be written, the actual conversion procedures, etc.). The Vendor will be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new system(s).

D-17. The Vendor will be expected to manage all testing activities for the project, including the development of a comprehensive Testing Plan. The plan should detail strategies for Unit Testing, System Testing, Integration/Interface testing, User Acceptance Testing (UAT), and Stress Testing. The system must include, at a minimum, a production domain, testing domain, and a training domain.

D-18. The Vendor shall provide the necessary training for system administrators and staff end users. This training must assure that the users will be capable of continued operation of the System and that systems development staff will be capable of maintaining the software and handling the diagnosis of software problems. Appropriate training, knowledge transfer, and system documentation (run books, etc.) shall be provided to ensure IT operations, maintenance, and troubleshooting. All training materials must be submitted in electronic form in Word or PDF format. The Vendor shall produce a training plan and curriculum that will include periodic follow-up and updated training when a new release or version of any application is installed. The training plan must also specify the required and recommended training for direct service, billing and technical staff supporting the application.

D-19. The EHR system must include interface to the Financial and Services Accountability Management System (FASAMS) as required by Section 394.9082(3)(h), Florida Statutes. The FASAMS documentation is located at [FASAMS - Florida Department of Children and Families \(myflfamilies.com\)](http://myflfamilies.com).

D-20. The EHR system must allow authorized users to query and access all data elements in the system. The Department prefers to have a copy of the database to create scripts, indexes, and views for reporting purposes. Please describe options for supporting this request.

D-21. EHR system must include perpetual inventory management functions included in the Pharmacy solution that follows the Generally Accepted Accounting Principles (GAAP) for the management of pharmaceutical drugs and controlled substances at the SMHTF pharmacies.

D-22. The system must support receipt of external documents and records, delivery of documents to external parties/systems; compatibility with Health Information Exchange (HIE) and community primary care Contractor EHRs and have comprehensive HL7 compliant import and export capabilities.

D-23. The System must be fully documented prior to acceptance of the System by the Department in both a paper and electronic format. The Department shall maintain the right to make a sufficient number of copies of all documentation for its own internal use. In addition, the Vendor must provide updated management, user and technical documentation when major system changes or updates occur. Documentation must include:

D-23.1. Management Overview – Must describe the steps and procedures necessary to operate the product on a day-to-day basis. It must include information related to procedures for system start-up and shut down, batch job submissions, security procedures, table maintenance procedures, etc.

D-23.2. Detailed User Instruction – Must describe the operation of the products from the perspective of the end user. The documentation must cover sign-on and sign-off sequences, menu operation, screen descriptions, means of invoking help facilities, report generation and be presented in user friendly language.

D-23.3. Technical Components, programs, files, procedures, etc. – Must describe the technical architecture of the product. The technical documentation must include information regarding the relational Electronic Health Records System database design, data dictionary, record of table layouts, file schemas and use of application program interfaces (API's), services, program description and report manual. All interfaces built for the EHR must be fully documented.

D-24. The System must include an integrated billing module within the EHR System with ability to produce electronic billing for inpatient, outpatient, and Pharmacy services. SMHTFs operations are funded by revenue received from Medicare, Medicaid, SSA, commercial insurance carriers, and other entities.

D-25. All Mandatory Requirements as identified in the **REQUIRED** EHR Requirements Matrix Spreadsheet.

EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E-1. MINIMUM PERFORMANCE MEASURES

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will always be entitled, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

In addition, to the processes set forth in the Contract (e.g., service level agreements), if the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Department will notify the Contractor. The correction must be made within a timeframe specified by the Department, not to exceed three (3) months. The Contractor must provide the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department. If the corrective action plan is unacceptable to the Department, or implementation of the plan fails to remedy the performance deficiencies, the Department will retain ten percent (10%) of the total invoice amount. The retainage will be withheld each month until the Contractor resolves the performance deficiencies. If the Contractor fails to resolve the performance deficiencies to the Department's satisfaction the Department must terminate the Contract.

E-2. PERFORMANCE EVALUATION METHODOLOGY

The Department will evaluate the performance reported by the Contractor on a monthly basis. The Contract Manager will review the required supporting documentation and approve invoices based on performance. Remedy levels will be based on failures to achieve the minimum threshold of each performance category.

E-3. PERFORMANCE SPECIFICATION

The Contractor will provide monthly and annual reports on performance to the Contract Manager.

E-4.1 APPLICATION AVAILABILITY

E-4.1.1. This metric will be calculated to demonstrate the number of minutes per month the application is available during the Availability Window as defined in Table A below. This metric is calculated as the number of minutes the application is available to all users for their use divided by the total number of minutes of Scheduled Uptime that month. Scheduled Uptime is the total number of minutes that month during the Availability Window as defined in Table A, minus the total number of minutes that the application is unavailable as a result of scheduled downtime (including as a result of due to release implementations, batch processing, and maintenance). *The calculation of this performance measure excludes regularly scheduled maintenance windows.

E-4.2 AVERAGE RESPONSE TIME

E-4.2.1. The Contractor does not have control over network response time. The average response time per transaction is measured internally by the Data Base Management System (DBMS) software and represents the time spent on a database query issued by application.

E-4.2.2. This metric is calculated against the daily average of a DBMS internal metric 'Response Time per Transaction'. This metric will be evaluated for each database that is used by applications separately and/or collectively. The representative set of queries or transactions from the application(s) that are evaluated against this metric exclude a known set of queries or transactions that are expected to spend large amounts of time as designed or expected to process large volumes of data.

E-4.3 AVERAGE RESOLUTION TIME – Severity 1 Incidents

E-4.3.1. Severity 1 Incidents occur when the production application is down or there is a major malfunction resulting in a product inoperative condition. Severity 1 Incidents typically impact a large number of users with users unable to reasonably perform their normal functions. The specific functionality is mission critical to the business and the situation is considered an emergency.

E-4.3.2. Severity 1 Incidents that occur during the Support Hours (Table A – Performance Measures) will be the ones considered for this metric.

E-4.3.3. Severity 1 Incidents are considered reported when the Contractor receives a formal request submitted via the incident tracking system and will be considered resolved when a fix has been identified and is ready for production or a mutually-agreed workaround has been identified, documented, and communicated, which would subsequently downgrade the Severity 1 incident

to a lower severity. As maintenance releases are planned on a monthly or quarterly basis, fixes to incidents will not always be deployed into the Production environment immediately upon resolution. The Contractor shall work with the Department to mutually determine and agree to the time for deploying incident fixes into the Production environment.

E-4.3.4. Calculated as $[(\text{Number of Severity 1 issues resolved within the stipulated time}) / (\text{Total number of Severity 1 issues})] * 100\%$

E-4.4 AVERAGE RESOLUTION TIME – Severity 2 Incidents

E-4.4.1. Severity 2 Incidents occur when there is a critical loss of application functionality or performance resulting in a high number of users unable to perform their normal functions. This includes major feature/product failure; inconvenient workaround or where no workaround exists. The program is usable but severely limited.

E-4.4.2. Severity 2 Incidents that occur during the Support Hours (Table A – Performance Measures) will be the only ones considered for this metric.

E-4.4.3. Severity 2 Incidents are considered reported when the Contractor receives a formal request submitted via the incident tracking system and will be considered resolved when a fix has been identified and is ready for production or a mutually-agreed workaround has been identified, documented, and communicated. As maintenance releases are planned on a monthly or quarterly basis, fixes to incidents will not always be deployed into the Production environment immediately upon resolution. The Contractor shall work with the Department to mutually determine and agree to the time for deploying incident fixes into the Production environment. Programmed Queries and Standard Reports excluding ad hoc queries and reports developed and run by EHR system users that impact the performance of the EHR system. Performance infractions of this nature will be reviewed during the monthly operations status reporting and agreed upon by both parties.

E-4.4.4. Calculated as $[(\text{Number of Severity 2 issues resolved within the stipulated time}) / (\text{Total number of Severity 2 issues})] * 100\%$

E-4.5 AVERAGE RESOLUTION TIME – Severity 3 Incidents

E-4.5.1. Severity 3 Incidents occur when there is a moderate loss of application functionality or performance resulting in multiple users impacted in their normal functions. Includes minor feature/product failure, convenient workaround exists/minor performance degradation/not impacting production.

E-4.5.2. Severity 3 Incidents that occur during the Support Hours (Table A – Performance Measures) will be the ones considered for this metric.

E-4.5.3. Severity 3 Incidents are considered reported when the Contractor receives a formal request submitted via the incident tracking system and will be considered resolved when a fix has been identified and is ready for production or a mutually-agreed workaround has been identified, documented, and communicated. As maintenance releases are planned on a monthly or quarterly basis, fixes to incidents will not always be deployed into the Production environment immediately upon resolution. The Contractor shall work with the Department to mutually determine and agree to the time for deploying incident fixes into the Production environment. The timing of the release of “fixed” defects reported through the vendor tracking system for EHR system maintenance and operations incidents will be mutually agreed upon by both parties establishing an acceptable resolution date and time for said incident.

E-4.5.4. Calculated as $[(\text{Number of Severity 3 issues resolved within the stipulated time}) / (\text{Total number of Severity 3 issues})] * 100\%$

E-4.6 AVERAGE RESOLUTION TIME – Severity 4 Incidents

E-4.6.1. Severity 4 Incidents occur when there is a minor loss of application functionality, product feature requests, how-to questions. The issue consists of “how-to” questions including issues related to one or multiple modules.

E-4.6.2. Severity 4 Incidents that occur during the Support Hours (Table A – Performance Measures) will be the ones considered for this metric.

E-4.6.3. Incidents are considered reported when the Contractor receives a formal request submitted via the incident tracking system and will be considered resolved when the issue has been prioritized and a fix has been identified or a mutually-agreed workaround has been identified, documented, and communicated. As maintenance releases are planned on a monthly or quarterly basis,

fixes to incidents will not always be deployed into the Production environment immediately upon resolution. The Contractor shall work with the Department to mutually determine and agree to the time for deploying incident fixes into the Production environment.

E-4.6.4. Calculated as $[(\text{Number of Severity 4 issues resolved within the stipulated time}) / (\text{Total number of Severity 4 issues})] * 100\%$

E-4.7 NUMBER OF SEVERITY 1 incidents per production release

E-4.7.1. For each enhancement or project release deployed to production, the Contractor must report the number of Severity 1 incidents that occur within the first 2 months of such deployment.

This Exhibit provides a detailed example of the performance measures required to support this Contract. **Table A – Performance Measures**

This Exhibit provides a detailed example of the performance measures required to support this Contract.

Performance Measure	Measurement Period	Minimum Performance to Avoid Financial Consequences	Financial Consequence
Application Availability	Monthly	Equal to or Greater than 99.95%	Monthly Hosting Invoice Amount
Average Response Time - Response time	Monthly	Equal or less than 0.75 second	\$12,500
Average Resolution Time – Severity 1 Incidents	Monthly	2 Hours	\$12,500
Average Resolution Time – Severity 2 Incidents	Monthly	8 Hours	\$6,250
Average Resolution Time – Severity 3 Incidents	Monthly	7 Business Days	\$3,125
Average Resolution Time – Severity 4 Incidents	Monthly	No LDs are applicable, however Contractor shall target resolution within 4 months or as otherwise mutually agreed	Not applicable
Number of Severity 1 incidents per production release	Monthly	Less than 3 incidents per release	\$7,500

Regarding the Average Resolution Time for Severity 4 incidents, the Contractor's target resolution period of four months applies only to new incidents prioritized and reported by the department after the effective date of this Contract.

E-4. PERFORMANCE ADJUSTMENTS

In the event the Contractor fails to meet any of the Performance measures stated above for three consecutive months, the Contractor shall develop a Corrective Action Plan (CAP), for Department approval, detailing how it intends to attain the targets in the following month and on a continuous basis throughout the year(s) of this contract. The Department, in its sole discretion, will determine whether the Contractor's monthly payment will be adjusted for insufficient progress towards the Corrective Action Plan, or failure to meet the performance measure targets after the Corrective Action Plan expiration date.

EXHIBIT F - METHOD OF PAYMENT

F-1. This is a multi-year fixed priced contract for five (5) years. The total dollar amount for the term shall not exceed **\$3,000,000.00**, subject to an appropriation by the legislature and the availability of funds.

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

Term	Service Unit	Annual Amount
October 1, 2021 to October 15, 2021	System Installation	100K
October 15, 2021 to October 31, 2021	Data migration and system configuration	150K
October 15, 2021 to February 28, 2022	Development of system interfaces	150K
March 1, 2022 to March 31, 2022	User training	200K
April 1, 2022 to April 30, 2022	User Acceptance Testing (UAT)	450K
May 1, 2022 - May 31, 2022	Final Implementation	217K
FY21-22 M&O June 1, 2022 - June 30, 2022	Ongoing Maintenance and Support	33K
PY2 July 1, 2022 - June 30, 2023	Ongoing Maintenance and Support	400k
PY3 July 1, 2023 - June 30, 2024	Ongoing Maintenance and Support	400k
PY4 July 1, 2024 - June 30, 2025	Ongoing Maintenance and Support	400k
PY5 July 1, 2025 - June 30, 2026	Ongoing Maintenance and Support	400k
PY6 July 1, 2026 - September 30, 2026	Ongoing Maintenance and Support	100K

F-3. Fees. The Contractor shall pay for the following items, which will be provided by the Department. These items shall be listed and deducted from the Contractor's monthly invoice as needed:

- F-3.1. MANDT Training** - \$145.00 per person (new hires)
- F-3.2. Parking Decals** - \$10.00 per person (annual)
- F-3.3. PPD Screening** – \$10.50 per person (annual)
- F-3.4. ID Badge** – \$15.00 per person
- F-3.5. Level II Background Screening** -- \$45.00 per person (every 5 years)

F-4. Invoice Requirements

F-4.1. The Contractor shall request payment through submission of a properly completed invoice (Exhibit F-2) no later than the fifteenth (15th) of the month following the month of service. Each invoice must clearly state the name and address of the Contractor, the contract number, the service month for which payment is being requested, the date submitted, and the total dollar amount being requested. Additionally, any applicable reports must be submitted with the invoice.

EXHIBIT F1 –ADDITIONAL FINANCIAL CONSEQUENCES

ATTACHMENT 1

1.

ATTACHMENT 2

1.

**State of Florida
Department of Children and Families**



**RFP# - DCF RFP 2122 006
Electronic Health Record (EHR)**

RFP Programmatic Evaluation Manual

Evaluator Name: _____

Vendor Name: _____

Date of Reply Evaluation: _____

Evaluator Signature: _____

GENERAL INSTRUCTIONS

Each programmatic evaluator will evaluate the programmatic reply for all vendor replies that pass the mandatory criteria. Each evaluation criterion must be scored. Fractional values will not be accepted. If an evaluator score sheet(s) is missing scores, it will be returned for completion. Scoring must reflect the evaluator's independent evaluation of the reply to each evaluation criterion.

Each evaluator shall assign a score for each evaluation criterion based upon his/her assessment of the reply. The assignment of an individual score must be based upon the following description of the point scores:

IF, in your judgment the reply demonstrates and/or describes...	Category	...assign points within ...
...extensive competency, proven capabilities, an outstanding approach to the subject area, innovative, practical and effective solutions, a clear and complete understanding of inter-relationships, full responsiveness, a clear and comprehensive understanding of the requirements and planning for the unforeseen.	Exceptional	81-100% of the maximum points for the area.
...clear competency, consistent capability, a reasoned approach to the subject area, feasible solutions, a generally clear and complete description of inter-relationships, extensive but incomplete responsiveness and a sound understanding of the requirements.	Good	61-80% of the maximum points for the area.
...fundamental competency, adequate capability, a basic approach to the subject area, apparently feasible but somewhat unclear solutions, a weak description of inter-relationships in some areas, partial responsiveness, a fair understanding of the requirements and a lack of staff experience and skills in some areas.	Adequate	41-60% of the maximum points for the area.
...little competency, minimal capability, an inadequate approach to the subject area, infeasible and/or ineffective solutions, somewhat unclear, incomplete and /or non-responsive, a lack of understanding of the requirements and a lack of demonstrated experience and skills.	Poor	21-40 %of the maximum points for the area.
...a significant or complete lack of understanding, an incomprehensible approach, a significant of complete lack of skill and experience and extensive non-responsiveness.	Insufficient	0-20% of the maximum points for the area.

When completing score sheets programmatic evaluators should record references to the sections of the Request for Proposal (RFP) and the written reply materials which most directly pertain to the criterion and upon which their scores were based. More than one section may be recorded. Evaluators should not attempt an exhaustive documentation of every bit of information considered but only key information. In general, the reference statements should be brief. If the reply does not address an evaluation criterion, evaluators should indicate "not addressed" and score it accordingly.

Each evaluator has been provided a copy of the RFP, including its appendices, any RFP amendments, and vendor written inquiries and the written responses provided by the Department. Each evaluator will also be provided

with a copy of each programmatic reply which should be evaluated and scored according to the instructions provided in the solicitation and the evaluation manual.

Replies shall be independently scored by each member of the evaluation team. No collaboration is permitted during the scoring process. The same scoring principles must be applied to every reply received, independent of other evaluators. Evaluators should work carefully to be as thorough as possible in order to ensure a fair and open competitive procurement. No attempt by Department personnel or others, including other evaluators, to influence an evaluator's scoring shall be tolerated.

If any attempt is made to influence an evaluator, the evaluator must immediately report the incident to the Procurement Officer. If such an attempt is made by the Procurement Officer, the evaluator must immediately report the incident to the Inspector General.

The Procurement Officer will conduct reference checks via telephone interviews.

Only the rating sheets provided should be used. No additional notes or marks should appear elsewhere in the evaluation manual.

Evaluators may request assistance in understanding evaluation criteria and replies only from the Procurement Officer and Subject Matter Experts via the Procurement Officer.

Questions related to the solicitation and the evaluations of the reply should be directed only to:

Elesha Brown, Procurement Officer
Florida Department of Children and Families
Florida State Hospital
100 N. Main St., BL.1265, RM. 115
Chattahoochee, FL 32324-1107
E-Mail Address: Elesha.Brown@myflfamilies.com

After each evaluator has completed the scoring of each programmatic reply, the scores are then submitted to the Procurement Officer for compilation. The Procurement Officer will average the total programmatic point scores by each evaluator to calculate the points awarded for each section along with the financial scoring for each vendor. Financial scoring is conducted by either financial evaluators or a formula. The two scores are added together with the highest scorer being awarded.

Following completion of the independent evaluations of the replies, the Procurement Officer will hold a meeting to validate evaluator scoring. The purpose of the meeting is to ensure that their individual evaluation scores were captured correctly when preparing the total scores.

QUALITATIVE CRITERIA

Evaluators shall assign scores to each of the replies received by the Department based on the following criteria:

- Vendor's articulation of their project approach and solution, and the ability of the approach and solution to meet the Department's needs, the requirements of this RFP and Appendix I, Attachment I
- The innovation of the approach and solution
- Vendor references and track record implementing similar solutions to the one specified in this RFP

- Experience and skills of proposed staff relative to the proposed approach and solution

PROGRAMMATIC REPLY POINT VALUES

The maximum score for the Programmatic Reply is 420 points.

Programmatic Criteria	Maximum Points	Percent of Total
1. The vendor's company structure, subcontractors, and experience and capability to deliver its proposed solution including the vendor track record providing services similar to those specified in this RFP.		
○ Company Qualifications and Experience	120	20%
Section 1 Subtotal	120	20%
2. The vendor's articulation of its solution and the ability of the solution to meet the requirements of this RFP, as outlined in Section 4.2.6.2, Required System Specifications and Services , and provide additional value.		
○ Services Approach and Solution	240	40%
Section 2 Subtotal	240	40%
3. The skills and prior relevant experience of the vendor's leadership team, staff, and resources the vendor will use in implementing its solution.		
○ Core Team Qualifications	60	10%
Section 3 Subtotal	60	10%
Total	420	70%

Evaluation Criteria 1

Reference	Programmatic Criteria 1 – Company Qualifications and Experience (Possible Points 120)	Total Possible Points	Points Awarded
Section 4.2.4	The vendor’s company structure, subcontractors, and experience and capability to deliver its proposed solution including the vendor track record providing services similar to those specified.		
Section 4.2.4.1.1	<p>1. To what extent does the vendor’s reply describe vendor’s organization and governance structure, depicting clear lines of authority including corporate affiliations; describe how the structure represents a lean, efficient, and effective administrative model; describe experience and achievements in developing a governance model that is designed to avoid conflicts of interest? (40 points) (Insufficient - 8; Poor - 16; Adequate - 24; Good - 32; Exceptional - 40)</p>	40	
Section 4.2.4.1.2	<p>2. To what extent does the vendor’s reply demonstrate the vendor’s and subcontractor(s) ability to successfully complete the work described in the solicitation and its appendices, attachments, exhibits, and referenced supporting documentation. The vendor’s and any proposed subcontractor(s) information shall be shown separately? (40 points) (Insufficient - 8; Poor - 16; Adequate - 24; Good - 32; Exceptional - 40)</p>	40	
Section 4.2.4.2	<p>3. To what extent does the vendor’s reply describe the following:</p> <ul style="list-style-type: none"> • Full legal name and its associated Federal Employer Identification Number (FEIN), or individual identification number if a FEIN is not required; • Proof of registration with MFMP; • Country and state of incorporation; • Principal place of business; 	40	

	<ul style="list-style-type: none"> • Description of the vendor’s organization, including number of years in business, subsidiaries, parent corporations, officers; include organization charts and details concerning the number of facilities by geographic location; and • Names and addresses of all affiliated or related companies, partnerships or associations (including subcontractor, if any) and a brief description of its relationship to the vendor. <p>(40 points) (Insufficient - 8; Poor - 16; Adequate - 24; Good - 32; Exceptional - 40)</p>		
Total Points		120	
<p>Notes/Rationale:</p>			

Evaluation Criteria 2

Reference	Programmatic Criteria 2 - Service Approach and Solution (Possible Points 240)	Total Possible Points	Points Awarded
Section 4.2.6.2 & EHR Requirements Matrix	The vendor's articulation of its solution and the ability of the solution to meet the mandatory requirements of this RFP, as outlined in the EHR Requirement Matrix Section 4.2.6.2 , Required System Specifications and Services, and provide additional value.		
Management			
Section 4.2.6.2 & EHR Requirements Matrix	1. The ability of the vendor to meet mandatory General requirements, as outlined in the EHR Requirements Matrix. (10 points) (Insufficient - 2; Poor - 4; Adequate - 6; Good - 8; Exceptional - 10)	40	
Section 4.2.6.2 & EHR Requirements Matrix	2. The ability of the vendor to meet mandatory Admission, Discharge and Transfer (ADT) requirements? ((10 points) (Insufficient - 2; Poor - 4; Adequate - 6; Good - 8; Exceptional - 10)		
Section 4.2.6.2 & EHR Requirements Matrix	3. The ability of the vendor to meet mandatory Scheduling requirements, as outlined in the EHR Requirements Matrix. (10 points) (Insufficient - 2; Poor - 4; Adequate - 6; Good - 8; Exceptional - 10)		
Section 4.2.6.2 & EHR Requirements Matrix	4. The ability of the vendor to meet mandatory Documentation requirements, as outlined in the EHR Requirements Matrix. (10 points) (Insufficient - 2; Poor - 4; Adequate - 6; Good - 8; Exceptional - 10)		
Clinical Services			
Section 4.2.6.2 & EHR Requirements Matrix	5. The ability of the vendor to meet mandatory Order Entry requirements, as outlined in the EHR Requirements Matrix. (20 points)	60	

		(Insufficient - 0; Poor - 5; Adequate - 10; Good - 15; Exceptional - 20)	
Section 4.2.6.2 & EHR Requirements Matrix	6. The ability of the vendor to meet mandatory Recover Planning requirements, as outlined in the EHR Requirements Matrix. (20 points) (Insufficient - 0; Poor - 5; Adequate - 10; Good - 15; Exceptional - 20)		
Section 4.2.6.2 & EHR Requirements Matrix	7. The ability of the vendor to meet mandatory Pharmacy & MAR, as outlined in the EHR Requirements Matrix. (20 points) (Insufficient - 0; Poor - 5; Adequate - 10; Good - 15; Exceptional - 20)		
Information Technology			
Section 4.2.6.2 & EHR Requirements Matrix	8. The ability of the vendor to meet mandatory Reporting requirements, as outline in the EHR Requirements Matrix. (15 points) (Insufficient - 3; Poor - 6; Adequate - 9; Good - 12; Exceptional - 15)		
Section 4.2.6.2 & EHR Requirements Matrix	9. The ability of the vendor to meet mandatory Technical Requirements, as outline in the EHR Requirements Matrix. (15 points) (Insufficient - 3; Poor - 6; Adequate - 9; Good - 12; Exceptional - 15)		
Section 4.2.6.2 & EHR Requirements Matrix	10. The ability of the vendor to meet mandatory Security and Compliance requirements, as outline in the EHR Requirements Matrix. (15 points) (Insufficient - 3; Poor - 6; Adequate - 9; Good - 12; Exceptional - 15)	60	
Section 4.2.6.2 & EHR Requirements Matrix	11. The ability of the vendor to meet mandatory Interface requirements, as outline in the EHR Requirements Matrix. (15 points) (Insufficient - 3; Poor - 6; Adequate - 9; Good - 12; Exceptional - 15)		
Project Management			

<p>Section 4.2.6.2 R.</p>	<p>12. The ability of the vendor to provide necessary training for the Department’s system administrators and staff end users. The Vendor shall produce a training plan and curriculum. The training plan must also specify the required and recommended training for direct service, billing and technical staff supporting the application. (16 points) (Insufficient - 0; Poor - 4; Adequate - 6; Good - 12; Exceptional - 16)</p>	<p>80</p>	
<p>Section 4.2.6.2 S.</p>	<p>13. The vendor’s Project Management Plan details the methodology and approach to providing project management services for the full duration of this project. (16 points) (Insufficient - 0; Poor - 4; Adequate - 6; Good - 12; Exceptional - 16)</p>		
<p>Section 4.2.6.2 T.</p>	<p>14. To what extent does the vendor’s reply demonstrate the vendor’s ability to manage and facilitate the activities required to complete the system configuration and implementation process. (16 points) (Insufficient - 0; Poor - 4; Adequate - 6; Good - 12; Exceptional - 16)</p>		
<p>Section 4.2.6.2 U.</p>	<p>15. To what extent does the vendor’s reply demonstrate their ability to assist SMHTFs in the conversion of both electronic and manual data to the new system. (16 points) (Insufficient - 0; Poor - 4; Adequate - 6; Good - 12; Exceptional - 16)</p>		
<p>Section 4.2.6.2 V.</p>	<p>16. To what extent does the vendor’s reply demonstrate their ability to manage all testing activities for the project, including the development of a comprehensive Testing Plan. (16 points) (Insufficient - 0; Poor - 4; Adequate - 6; Good - 12; Exceptional - 16)</p>		

Total Points	240	
Notes/Rationale:		

Evaluation Criteria 3

Reference	Programmatic Criteria 3 - Core Team Qualifications (Possible Points60)	Total Possible Points	Points Awarded
Section 4.2.5.	<p>1. To what extent does the vendor’s reply describe the qualifications and credentials of their leadership team with an explanation of why the leadership team is qualified to lead their organization in meeting the needs of this RFP? Does the vendor include résumés for key leadership personnel describing their work experience, education, and training as it relates to the requirements of this RFP and the DEPARTMENT’S STANDARD CONTRACT AND SUPPLEMENTAL CONTRACT (APPENDIX VIII and APPENDIX IX)? (Insufficient - 0; Poor - 6; Adequate - 18; Good - 24; Exceptional - 30)</p>	30	
Section 4.2.5.	<p>2. To what extent does the vendor’s reply provide the vendor’s operational approach to the recruitment, training, supervision, and retention of qualified personnel as described in the DEPARTMENT’S STANDARD CONTRACT AND SUPPLEMENTAL CONTRACT (APPENDIX VIII and APPENDIX IX)? Does the reply address all applicable personnel grievance and conflict resolution practices? Additionally, does the reply explain how the vendor’s organization, subcontractors, and staffing levels will best meet the performance standards required to perform properly? Does the vendor describe the credentials for human resources, quality assurance, financial, information technology, and other key professional level employees? (Insufficient - 0; Poor - 6; Adequate - 18; Good - 24; Exceptional - 30)</p>	30	
TOTAL		60	

Notes/Rationale:

**State of Florida
Department of Children and Families**



**RFP# - DCF RFP 2122 006
Electronic Health Record (EHR)**

RFP Financial Evaluation Manual

Evaluator Name: _____

Vendor Name: _____

Date of Response Evaluation: _____

Evaluator Signature: _____

1 GENERAL INSTRUCTIONS

- 1.1 Each financial evaluator will evaluate the financial response for all vendor replies that pass the mandatory criteria. Each evaluation criterion must be scored. Fractional values will not be accepted. If an evaluator score sheet(s) is missing scores, it will be returned for completion. Scoring must reflect the evaluator's independent evaluation of the reply to each evaluation criterion.
- 1.2 Each evaluator shall assign a score for each evaluation criterion based upon his/her assessment of the response. The assignment of an individual score must be based upon the following description of the point scores:

IF, in your judgment the response demonstrates and/or describes...	Category	...assign points within ...
...extensive competency, proven capabilities, an outstanding approach to the subject area, innovative, practical and effective solutions, a clear and complete understanding of inter-relationships, full responsiveness, a clear and comprehensive understanding of the requirements and planning for the unforeseen.	Exceptional	81-100% of the maximum points for the area.
...clear competency, consistent capability, a reasoned approach to the subject area, feasible solutions, a generally clear and complete description of inter-relationships, extensive but incomplete responsiveness and a sound understanding of the requirements.	Good	61-80% of the maximum points for the area.
...fundamental competency, adequate capability, a basic approach to the subject area, apparently feasible but somewhat unclear solutions, a weak description of inter-relationships in some areas, partial responsiveness, a fair understanding of the requirements and a lack of staff experience and skills in some areas.	Adequate	41-60% of the maximum points for the area.
...little competency, minimal capability, an inadequate approach to the subject area, infeasible and/or ineffective solutions, somewhat unclear, incomplete and /or non-responsive, a lack of understanding of the requirements and a lack of demonstrated experience and skills.	Poor	21-40 %of the maximum points for the area.
...a significant or complete lack of understanding, an incomprehensible approach, a significant of complete lack of skill and experience and extensive non-responsiveness.	Insufficient	0-20% of the maximum points for the area.

- 1.3 When completing score sheets financial evaluators should record references to the sections of the Request for Proposal (RFP) and the written response materials which most directly pertain to the criterion and upon which their scores were based. More than one section may be recorded. Evaluators should not attempt an exhaustive documentation of every bit of information considered but only key information. In general, the reference statements should be brief. If the response does not address an evaluation criterion, evaluators should indicate “not addressed” and score it accordingly.
- 1.4 Each evaluator has been provided a copy of the RFP, including its appendices, any RFP amendments, and vendor written inquiries and the written responses provided by the Department. Each evaluator will also be provided with a copy of each financial response which should be evaluated and scored according to the instructions provided in the solicitation and the evaluation manual.
- 1.5 Replies shall be independently scored by each member of the evaluation team. No collaboration is permitted during the scoring process. The same scoring principles must be applied to every response received, independent of other evaluators. Evaluators should work carefully to be as thorough as possible in order to ensure a fair and open competitive procurement. No attempt by Department personnel or others, including other evaluators, to influence an evaluator’s scoring shall be tolerated.
- 1.6 If any attempt is made to influence an evaluator, the evaluator must immediately report the incident to the Procurement Officer. If such an attempt is made by the Procurement Officer, the evaluator must immediately report the incident to the Inspector General.
- 1.7 The Procurement Officer will conduct reference checks via telephone interviews.
- 1.8 Only the rating sheets provided should be used. No additional notes or marks should appear elsewhere in the evaluation manual.
- 1.9 Evaluators may request assistance in understanding evaluation criteria and replies only from the Procurement Officer and Subject Matter Experts via the Procurement Officer.
- 1.10 Questions related to the solicitation and the evaluations of the response should be directed only to:
Elesha Brown, Procurement Officer
Florida Department of Children and Families
Florida State Hospital
100 N. Main St., BL.1265, RM. 115
Chattahoochee, FL 32324-1107
E-Mail Address: Elesha.Brown@myflfamilies.com
- 1.11 After each evaluator has completed the scoring of each financial response, the scores are then submitted to the Procurement Officer for compilation. The Procurement Officer will average the total financial point scores by each evaluator to calculate the points awarded for each section along with the programmatic scoring for

each vendor. Programmatic scoring is conducted by programmatic evaluators. The two scores are added together with the highest scorer being awarded.

- 1.12 Following completion of the independent evaluations of the replies, the Procurement Officer will hold a meeting to validate evaluator scoring. The purpose of the meeting is to ensure that their individual evaluation scores were captured correctly when preparing the total scores.

2 QUALITATIVE CRITERIA

Evaluators shall assign scores to each of the replies received by the Department based on the following criteria:

- Vendor’s articulation of their project approach and solution, and the ability of the approach and solution to meet the Department’s needs, the requirements of this RFP and Appendix I, Attachment I
- The innovation of the approach and solution
- Vendor references and track record implementing similar solutions to the one specified in this RFP
- Experience and skills of proposed staff relative to the proposed approach and solution

3 FINANCIAL RESPONSE POINT VALUES

The maximum score for the Financial Response is 180 points.

Financial Criteria	Maximum Points	Percent of Total
1. The vendor’s financial management approach; financial stability; proposed service efficiencies and re-investment; and ongoing approach to reduce administrative costs and expand services.		
○ Financial Information	60	10%
Section 1 Subtotal	60	10%
2. The vendor’s Cost Sheet.		
○ Ability to remain below \$1.3 million for the first year and below \$400,000 for each of the next four years.	120	20%
Section 2 Subtotal	120	20%
Total	180	30%

Evaluation Criteria 1

Reference	Financial Criteria 1- Financial Information (Possible Points 60)	Total Possible Points	Points Awarded
<p>Section 4.3.2.1 and 4.3.2.2</p>	<p>1. Financial viability standing of the vendor:</p> <ul style="list-style-type: none"> • Current financial management and accounting systems; • Capability to track and report the expenditure of funds associated with the provision of services under the proposed contract; • Include all applicable financial statements, auditor’s reports, management letters, and any corresponding re-issued audit components. <p>(Insufficient - 0; Poor - 15; Adequate - 30; Good - 45; Exceptional - 60)</p>	60	
	Total Points	60	
<p>Notes/Rationale:</p>			

Evaluation Criteria 2

Reference	Financial Criteria 2- Budget (Possible Points 120)	Total Possible Points	Points Awarded
Section, Appendix V, Cost Sheet	The vendor must submit a detailed Cost Sheet.		
Section 5.2.2 and Appendix V, Cost Sheet	1. Evaluate the adequacy of the vendor's reply regarding the Cost Sheet in comparison to the availability of funds. (Approximately \$3 million for the five-year agreement). (Insufficient - 24; Poor - 48; Adequate - 72 Good - 96; Exceptional - 120)	120	
TOTAL Points		120	
Notes/Rationale:			



Florida Department Of Children and Families Electronic Health Record System (EHR) Instructions

Offeror must complete and submit this Requirements Matrix with their proposal response.

For each requirement, Offeror must indicate if the proposed solution will meet the requirement (1) and which of the three options (2-4) will be used to meet the requirement:

1. Included (I) or Not Included (N) – Use this column to indicate whether your proposed solution will meet include the requirement listed. If Included (I) is marked, please indicate which of the three options (2-4) will be used to meet the requirement. If Not Included (N) is marked, please continue to the next requirement.
2. Base Model, Production Configuration, or Neither (B, C, N, A) - Use this column to indicate that the requirement is met by the proposed solution as part of the (B)ase Model, through (C)onfiguration, or (N)either. If Neither is selected, indicate if the requirement can be met with the other remaining options 2 through 4.
3. Product Customization (Y, N) - Use this column to indicate that the requirement is met by the proposed solution through product customization and/or custom developed code. Provide additional details on your response under the Explanation or Comments column.
4. Integration with 3rd Party Product (Y, N) - Use this column to indicate that the requirement can only be met through the use and integration with a 3rd party product or solution. Identify the proposed 3rd party product under the Explanation or Comments column.

Note:

1. Offeror must address all requirements included in this Requirements Matrix.
2. Additional comments/explanation is not required, but strongly encouraged for all requirements met through "Y" to items 2 through 4 (displayed above) on each of the sheets containing requirements.

Tab Statistics		
Included		0
	Base Model	0
	Product Configuration	0
	Model Add-On	0
	Neither	0
	Product Customiztion	0
	Intergration /w 3rd Part Product	1
Not Included		0
Total Mandatory Requirements		130
Total Optional Requirements		250
Totals	1	0

EHR Requirements			Vendor Response					Explanation or Comments
ID	Category	Requirement Description	(M)andatory or (O)ptional	(I)nccluded or (N)ot Included	Base Model (B), Production Configuration (C), or Neither (N), Model Add-On (A)	Product Customization (Y, N)	Integration /w 3rd Party Product (Y/N)	
1	General	The system shall have time-saving features such as shortcuts, favorites, macros and quick links for frequently used templates, orders, forms, phrases, reports, etc.	O					
2	General	The system shall have the ability to automatically populate work lists and queues based on tasks, services, orders and other data entries.	M					
3	General	The system shall provide spelling and grammar checking within data entry text.	O					
4	General	The system user interface shall meet Americans with Disabilities Act (ADA) so it is accessible to everyone including people who require assistive technologies	M					
5	General	The system shall provide search functionality that allows users to search for historic individual information across all documentation based on key words and phrases.	O					
6	General	The system shall provide the ability to bookmark documents within the medical record.	O					
7	General	The system shall contain internal messaging capabilities that allows authorized members to coordinate care, treatment and services.	O					
8	General	The system shall have the ability to configure and support links to external web sites such as clinical care guidelines, prescribing references, etc.	O					

EHR Requirements			Vendor Response					Explanation or Comments
ID	Category	Requirement Description	(M)andatory or (O)ptional	(I)nccluded or (N)ot Included	Base Model (B), Production Configuration (C), or Neither (N), Model Add-On (A)	Product Customization (Y, N)	Integration /w 3rd Party Product (Y/N)	
9	General	The system shall allow appropriately privileged administrators to create alerts or prompts ("soft stops") for relevant data fields and designate key data fields as required ("hard stops") to enforce the entry of critical information.	M					
10	General	The system shall have the ability to add free text narrative to supplement the entry of structured data elements.	O					
11	General	The system shall support real-time updates to work lists and queues, to include new results indicators for orders, labs, text reports, etc.	M					
12	General	Based on pre-defined normal limits, the system shall support functionality to generate a notification or flag when abnormal values for any tests are entered.	M					
13	General	The system shall provide the ability to manage tasks by generating task lists by user role, allowing reassignment and routing of tasks from one user to another, and allowing users with appropriate privileges the ability to denote a task as completed to remove it from the active list.	M					
14	General	The system shall provide notification to users when a group work queue assignment is checked out (being worked on) by another user.	O					
15	General	The system shall automatically remove a completed activity from a work list or queue in real time.	M					

EHR Requirements			Vendor Response					Explanation or Comments
ID	Category	Requirement Description	(M)andatory or (O)ptional	(I)Included or (N)ot Included	Base Model (B), Production Configuration (C), or Neither (N), Model Add-On (A)	Product Customization (Y, N)	Integration /w 3rd Party Product (Y/N)	
16	General	The system shall provide the ability to sort tasks in a worklist or queue by facility, individual, date/chronological order, etc. to allow triaging of tasks.	O					
17	General	The system shall have the ability to capture signatures and cosignatories electronically.	M					
18	General	The system shall be capable of capturing data in disconnected or offline mode for uploading later.	O					
19	General	The system shall have the ability to record all assigned treatment team and specific date of service for the resident. (e.g. primary clinician, temporary clinician, psychologist, social worker, nurse, aide, recreation staff, etc.)	M					
20	General	The system shall provide the ability to set up alerts, reminders and an audit trail for monitoring completion of all required forms and records (consents, authorizations, advance directives etc.).	M					
21	General	The system shall allow designated staff to complete chart audits and generate notifications for deficiencies and be able to configure the roles receiving these notifications.	O					
22	General	The system shall display the individual's name, record number, picture, risk categories and other configurable demographics in a banner bar or other prominent location on individual record screens to support positive individual identification.	M					

EHR Requirements			Vendor Response					Explanation or Comments
ID	Category	Requirement Description	(M)andatory or (O)ptional	(I)Included or (N)ot Included	Base Model (B), Production Configuration (C), or Neither (N), Model Add-On (A)	Product Customization (Y, N)	Integration /w 3rd Party Product (Y/N)	
23	General	The system shall include reminders, alerts or other functionality to prompt users to complete pending and draft (incomplete) documents.	O					
24	General	The system shall have the ability to generate alerts and reminders to staff for upcoming due dates.	O					
25	General	The system shall be capable of producing and printing a configurable "face sheet" for an individual that displays concise and comprehensive view of individual data by pulling pertinent clinical and demographic information.	M					
26	General	The system shall have the ability to import scanned paper documents into the EHR for storage and maintenance.	M					
27	General	The system shall provide the ability to index scanned documents, associate a date and document type to a scanned document and retrieve indexed document by individual ID, document type and date by authorized staff. E.g. Scan consent documents and save as PDF/A at the workstation each time they are signed.	M					
28	General	The system shall provide an administrative role for correcting errors. With appropriate administrator role, the system shall allow the correction of errors.	M					

EHR Requirements			Vendor Response					Explanation or Comments
ID	Category	Requirement Description	(M)andatory or (O)ptional	(I)Included or (N)ot Included	Base Model (B), Production Configuration (C), or Neither (N), Model Add-On (A)	Product Customization (Y, N)	Integration /w 3rd Party Product (Y/N)	
29	General	The system shall provide the ability to identify and modify documentation entered in error, maintaining a record of the original entry, identification of the staff correcting the error and the date and time corrected.	M					
30	General	The system shall allow for pre-defined intervals for chart aging analysis such as 7 days, 14 days and 21 days.	O					
31	General	The system shall provide a utility for identifying probable duplicate individual records along with a means to merge and unmerge such duplicate records.	M					
32	General	The system shall provide the capability to capture pertinent details of release of information (ROI) requests, such as status of request, requesting party, individual, reason, supporting documentation, signature, notes, etc.	O					
33	General	The system shall have the ability to track historical ROI requests and their status to eliminate redundant requests.	O					
34	General	The system shall track that individual consents for ROI are obtained prior to release, as applicable.	O					
35	General	The system shall allow designated staff to complete audits and generate notifications for deficiencies and be able to configure the roles receiving these notifications.	O					
36	General	The system shall provide automated status changes for deficiencies based on configurable aging parameters by documentation type.	O					

EHR Requirements			Vendor Response					Explanation or Comments
ID	Category	Requirement Description	(M)andatory or (O)ptional	(I)nccluded or (N)ot Included	Base Model (B), Production Configuration (C), or Neither (N), Model Add-On (A)	Product Customization (Y, N)	Integration /w 3rd Party Product (Y/N)	
37	General	The system shall provide the capability to allow deficiencies to be re-assigned.	O					
38	General	The system shall provide an efficient means of monitoring when each required deficiency element has been completed.	O					
39	General	The system shall allow for the redaction of an individual's identifying information (i.e. name, date of birth, social security number) when printing individual records.	O					
40	General	The system shall store staff information required for EHR functionality.	M					
41	General	The system shall contain a unique identifier for record tracking and maintain the staff history.	M					
42	General	The system shall contain facility designation for all staff including some staff designated to multiple facilities.	O					
43	General	With appropriate administrator level access, the system shall allow the addition of data elements to modules and the ability to designate such as required entry fields.	O					
44	General	The system shall provide the ability to view data based on user preferences, including the ability to filter and sort.	O					
45	General	The system shall be capable of utilizing individual matching logic when partial or incomplete demographic data is used in a record search or when "near matches" are identified.	O					
46	General	The system shall provide a unique identifier, enterprise-wide medical record number for each individual.	M					

EHR Requirements			Vendor Response					Explanation or Comments
ID	Category	Requirement Description	(M)andatory or (O)ptional	(I)Included or (N)ot Included	Base Model (B), Production Configuration (C), or Neither (N), Model Add-On (A)	Product Customization (Y, N)	Integration /w 3rd Party Product (Y/N)	
47	General	The system shall support a single individual record across all facilities, programs and services to provide a complete and accurate picture of the individual for authorized users.	O					
48	General	From a workflow perspective, the system shall function as an enterprise EHR. Any technical integration points between modules will eliminate the need to re-enter individual data already stored elsewhere in the EHR.	O					
49	General	The system shall provide active and passive clinical decision supports as required by state and federal statute rules and regulations.	M					
50	General	The system shall allow authorized staff to create, edit and publish customizable forms. Please provide an explanation of how your system can be configured to create customized forms.	M					
51	General	The system shall allow authorized staff add, change data collection fields on the customizable forms.	M					
52	General	The system shall allow authorized staff to customize the workflow routing mechanisms to accommodate multidisciplinary team coordination. Please provide an explanation of how configurable your system is to the workflow needs of the multidisciplinary teams including what tools are available to authorized staff to configure the solution to meet the needs.	M					

EHR Requirements			Vendor Response					Explanation or Comments
ID	Category	Requirement Description	(M)andatory or (O)ptional	(I)nccluded or (N)ot Included	Base Model (B), Production Configuration (C), or Neither (N), Model Add-On (A)	Product Customization (Y, N)	Integration /w 3rd Party Product (Y/N)	
53	General	The system shall be capable of building forms with a capacity to collect multiple data types, including: a) Multi-select checkboxes b) Radio buttons (single select) c) Drop down boxes d) Text boxes and free text areas	O					
54	General	The system shall allow the user to copy/paste from one data entry field to another.	O					
55	ADT	The system shall have the capability to record admissions, transfers, and discharge information for each resident related to behavioral/mental health inpatient institutions.	M					
56	ADT	The system shall support data needed for long term documentation of individuals.	M					
57	ADT	The system shall allow for pre-admission of residents, with a reduced or incomplete demographics data set and provide controls to allow different triggers, alerts, or notifications for pending processes.	M					
58	ADT	The system shall provide the ability to document the source of each signed document, such as in the event the resident has an authorized representative and will capture the name and relationship of the party completing the documentation on behalf of the resident.	O					

EHR Requirements			Vendor Response					
ID	Category	Requirement Description	(M)andatory or (O)ptional	(I)Included or (N)ot Included	Base Model (B), Production Configuration (C), or Neither (N), Model Add-On (A)	Product Customization (Y, N)	Integration /w 3rd Party Product (Y/N)	Explanation or Comments
59	ADT	The system shall provide the ability to document an authorized representative's authority to make decisions on behalf of the resident.	M					
60	ADT	The system shall provide the ability to show the revocation of a consent, authorization, or directive including the date, person or proxy, reason, method of revocation (face-to-face, telephone, mail, other) for revocation of consent.	O					
61	ADT	The system shall be capable of capturing funding source eligibility/verification information including private insurance, public insurance, and Social Security Administration.	O					
62	ADT	The system shall be capable of capturing resident property information at admission and the location at which it will be stored.	O					
63	ADT	The system shall provide a readmission process for residents with trackable historical information.	M					
64	ADT	The system shall present resident demographics and guarantor information from any previously closed encounters as defaults with the ability to update information as needed.	M					

EHR Requirements			Vendor Response					Explanation or Comments
ID	Category	Requirement Description	(M)andatory or (O)ptional	(I)ncluded or (N)ot Included	Base Model (B), Production Configuration (C), or Neither (N), Model Add-On (A)	Product Customization (Y, N)	Integration /w 3rd Party Product (Y/N)	
65	ADT	The system shall allow users with appropriate privileges the ability to update resident demographic and financial data as necessary. Such data categories include, but is not limited to: a) Resident Demographic information b) Financial information c) Guardians/Representatives d) Living area e) Legal information (Court Orders, Legal Status etc.) f) Staff Assignments	M					
66	ADT	The system shall support capture and import of a resident photo and other identifying images (tattoos, birthmarks etc.) as part of the resident profile.	M					
67	ADT	The system shall allow staff to assign residents to location, building, unit, room, bed etc.	M					
68	ADT	The system shall support bed holds with multiple parameters including but not limited to type, reason, and length.	O					
69	ADT	The system shall provide the ability for staff to move residents from their assigned location to another location (unit/building/ward/pod/room/bed) with full audit tracking.	M					
70	ADT	The system shall have the ability to record all assigned treatment team and specific date of service. (e.g. primary clinician, temporary clinician, psychologist, social worker, nurse, aide, recreation staff, etc.)	M					

EHR Requirements			Vendor Response					Explanation or Comments
ID	Category	Requirement Description	(M)andatory or (O)ptional	(I)Included or (N)ot Included	Base Model (B), Production Configuration (C), or Neither (N), Model Add-On (A)	Product Customization (Y, N)	Integration /w 3rd Party Product (Y/N)	
71	ADT	The system shall provide a notification to appropriate staff when a resident has completed the admission process.	O					
72	ADT	The system shall allow staff to discharge the resident and shall notify staff of the required fields to be completed.	M					
73	ADT	The system shall be capable of storing resident property information returned to the resident at discharge or transfer.	O					
74	ADT	The system shall allow staff to transfer resident to another facility location within the SMHTFs (FSH-Forensic, FSH-Civil, NEFSH-Civil, NFETC-Forensic) by generating a full discharge and admit/re-admit record at the new facility.	O					
75	ADT	The system shall generate customizable comprehensive discharge information for residents that includes discharge reason, multi-disciplinary summary of care provided, medication list, patient education etc.	O					
76	ADT	The system shall communicate with external emergency rooms/hospitals when patients are transferred.	O					
77	ADT	The system shall have bed management and census capabilities.	M					
78	ADT	The system shall inventory the number and types of beds per facility and allow holds for a variety of residential settings.	O					
79	ADT	The system shall track the beds that are filled, by facility, and expected date(s) that a bed would become available, as applicable.	O					

EHR Requirements			Vendor Response					Explanation or Comments
ID	Category	Requirement Description	(M)andatory or (O)ptional	(I)nccluded or (N)ot Included	Base Model (B), Production Configuration (C), or Neither (N), Model Add-On (A)	Product Customization (Y, N)	Integration /w 3rd Party Product (Y/N)	
80	ADT	The system shall provide the ability for staff to capture the status of residents when they leave the facilities due to Leave Of Absences (LOA) and Transports. Detail information shall include but is not limited to destination, Departure date/time, Return date/time and Reason.	M					
81	ADT	The system shall permit hold/release of hold of all orders, services, bed assignments for residents that leave the facilities due to Leave Of Absence (LOA) and return from LOA.	M					
82	ADT	The system shall capture resident referral information, including other facilities.	O					
83	ADT	The system shall have the ability to submit referrals and track them via reviewed date, waitlist, disposition, etc. for all programs.	O					
84	Scheduling	The system shall provide calendar views of scheduled services that are filterable by facility, resident, provider, service type, location, etc.	O					
85	Scheduling	The system shall allow for a variety of service types, including Individual and Group Therapy, Vocational Training, and Recreational treatments & all internal/external appointments.	O					
86	Scheduling	The system shall allow authorized staff to schedule recurring and non-recurring services. Service information shall include, but is not limited to service type, name, location, start date, end date, subject, recurrence, providers/instructors.	O					

EHR Requirements			Vendor Response					Explanation or Comments
ID	Category	Requirement Description	(M)andatory or (O)ptional	(I)Included or (N)ot Included	Base Model (B), Production Configuration (C), or Neither (N), Model Add-On (A)	Product Customization (Y, N)	Integration /w 3rd Party Product (Y/N)	
87	Scheduling	The system shall allow authorized users to assign residents to scheduled service appointments.	O					
88	Scheduling	The system shall have the ability to manage both individual as well as group services, with the ability to designate minimum and maximum group size in the scheduling templates.	O					
89	Scheduling	The system shall provide for the scheduling and management of recurring services (e.g. daily, multiple days per week, weekly, bi-weekly, once a month, etc.)	O					
90	Scheduling	The system shall allow for alterations to a recurring services without affecting past service appointment information.	O					
91	Scheduling	The system shall allow for reserving or blocking of service provider times for a variety of reasons that can be easily designated and identified.	O					
92	Scheduling	The system shall provide reports that document attendance, service hours offered and service hours attended for scheduled services residents are assigned to.	O					
93	Scheduling	The system shall provide reports that document service hours offered at the facility, and available service hours within a timeframe.	O					
94	Scheduling	The system shall provide schedule reports that are filterable by facility, location, resident, service type, provider type, specific provider, etc.	O					

EHR Requirements			Vendor Response					Explanation or Comments
ID	Category	Requirement Description	(M)andatory or (O)ptional	(I)Included or (N)ot Included	Base Model (B), Production Configuration (C), or Neither (N), Model Add-On (A)	Product Customization (Y, N)	Integration /w 3rd Party Product (Y/N)	
95	Scheduling	The system shall provide schedule reports that track "no shows" and cancellations along with the reason for cancellation.	O					
96	Scheduling	The system shall provide a warning when an individual has schedule conflicts with the capability to override warning messages.	O					
97	Scheduling	The system shall provide the ability to electronically notify others, as appropriate, when a service is canceled.	O					
98	Scheduling	The system shall support the identification and scheduling of transportation needs when scheduled services include transportation type (e.g. vehicle type)	O					
99	Scheduling	The system shall accommodate minor service changes for resident services without having to re-enter all the service information (e.g. moving an individual between like providers or therapists for a service of the same type, moving from one day to the next day for a service of the same type, etc.)	O					
100	Scheduling	The system shall contain waitlist functionality that allows schedulers to easily provide waitlisted individuals with an appointment upon additional openings or cancellations.	O					
101	Scheduling	The system shall automatically present the next available opening by the service provider or scheduling resource.	O					

EHR Requirements			Vendor Response					Explanation or Comments
ID	Category	Requirement Description	(M)andatory or (O)ptional	(I)nccluded or (N)ot Included	Base Model (B), Production Configuration (C), or Neither (N), Model Add-On (A)	Product Customization (Y, N)	Integration /w 3rd Party Product (Y/N)	
102	Scheduling	The system shall provide the ability to capture and manage Medical Appointments and related data including but not limited to resident demographics information, provider information, type of service, location information, appointment information (scheduled date/time, appointment date/time), transportation information, notes, insurance information, appointment reason, appointment status information (final status date and final status: cancelled, completed , etc.).	M					
103	Scheduling	The system shall manage internal and external providers information including but not limited to provider demographics, location, type of services, etc.	M					
104	Scheduling	The system shall assign a unique identifier for each individual encounter.	O					
105	Scheduling	The system shall have the ability to accommodate facility classrooms, group therapy rooms and facility-owned vehicles as scheduling resources along with the ability to designate min/max capacity for each room or vehicle.	O					
106	Scheduling	The system shall provide reports that document individual attendance including partial attendance for scheduled services.	O					
107	Scheduling	The system shall provide schedule reports that are filterable by facility, appointment or service type, provider type, specific provider, program, etc.	O					

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108	Scheduling	The system shall track and mange staff time and attendance including but not limited to the staff schedules, actual hours worked, overtime, unauthorized and authorized absences.	O					
109	Scheduling	The system shall capture staff work shift start/end times, lunch start/end times.	O					
110	Scheduling	The system shall capture staff leave type, leave taken, leave requests, leave availability, and leave approval.	O					
111	Scheduling	The system shall allow certain staff to manage the staff schedules for direct reports or others in their department.	O					
112	Scheduling	The system shall provide certain staff the ability to audit staff schedules and attendance, by department, and send notifications/alerts where there are errors or pending tasks.	O					
113	Scheduling	The system shall allow staff to request leave based on their leave type and leave availability.	O					
114	Scheduling	The system shall generate notifications when leave requests are made.	O					
115	Scheduling	The system shall generate notifications when leave requests are approved or denied.	O					
116	Scheduling	The system shall have the ability to capture staff schedule check in and check out times using staff identification and biometric devices at specified locations.	O					
117	Scheduling	The system shall capture audit records for all transactions.	O					

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118	Scheduling	The system shall provide an interface with People First that includes but not limited to data such as staff hours worked, leave type, leave hours taken and available.	O					
119	Scheduling	The system shall generate scheduling reports for staff by department, shift and for a selectable range.	O					
120	Order Entry	The system shall provide the ability to capture and manage Clinical Orders including but not limited to Medications, Treatment, Diets (Clinical Nutrition, Clinical Hydration), Supplements, Consultations, Referrals, Diagnostic Testing, Laboratory, Radiology, Sonography, Intensive Intervention, Observations; The prescribers shall include but are not limited to Pharmacists, Physicians, Nursing staff.	M					
121	Order Entry	The system shall provide configurable order set templates by specialty/discipline, diagnosis, procedure, etc.	M					
122	Order Entry	The system shall provide the ability to search for orders and order sets based upon selected parameters such as key words, diagnoses, treatment/services, etc.	O					
123	Order Entry	The system shall support one-time, recurring, and future orders.	M					
124	Order Entry	The system shall prompt a clinician for required details to support the capture of completed orders.	O					

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125	Order Entry	The system shall provide notifications of applicable multi-disciplinary task assignments based on individual order or order set details.	O					
126	Order Entry	The system shall support the entry of "free-text" or miscellaneous orders in the event there is no structured orderable that is appropriate.	O					
127	Order Entry	The system shall support notification and alerts for telephone and verbal orders requiring prescriber co-signature.	O					
128	Order Entry	The system shall support auto-population of defined individual demographics and applicable data (e.g., age, weight, height) into order details, such as in the case of weight-based dosing requirements for certain medications.	O					
129	Order Entry	The system shall provide a link to external sources providing medication information, drug interactions, and contraindications from within a specific patient record (i.e. First Data Bank) as part of clinical decision support during order entry.	O					
130	Order Entry	The system shall allow the ability to capture Diet Orders, including but is not limited to Diet Textures, Allergies information, Food item preferences, Diet restrictions (medical and personal), Precautions, Supplements, person creating the order, and notes.	O					

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131	Order Entry	The system shall contain a standard list of Florida Manual Nutrition Therapy (table of contents section) Diet Orders and updated when the standards are changed.	O					
132	Order Entry	The system shall contain an International Dysphagia Diet Standards Initiative (IDDSI) standard list of dietary textures that can be updated when the standards are changed.	O					
133	Order Entry	The system shall allow users to create a treatment plan using the Malnutrition Universal Screening (shall) Tool.	O					
134	Order Entry	The system shall provide the ability to create, schedule, setup alerts for Nutrition assessments.	O					
135	Order Entry	The system shall allow users the ability to view food intake logs information from third party dietary applications (Meal Suite).	O					
136	Order Entry	The system shall support the ability for a clinician to update active order details (e.g., revise, renew, hold, resume, etc.) without the need to discontinue the active order and enter a new one.	O					
137	Order Entry	The system shall flag potential duplicate orders and provide the capability to easily prevent the creation of possible duplicate orders.	M					
138	Order Entry	The system shall provide e-prescribing capabilities for licensed prescribers, including e-prescribing of controlled substances that utilizes the two-factor authentication required by the DEA.	O					

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139	Order Entry	The system shall provide the ability to capture and manage Intensive Intervention order related data including but not limited to Order implementation date/time, Order termination date/time, incident date/time, Ordering reason, Ordering person, ordering discipline, Order Category, Order Sub-Category, Order implementation person (multiple selection), Order implementation discipline (multiple selection), Resident, Order notes, Order start date/time, Order expiration date/time, Special care monitoring instructions, criteria for release.	M					
140	Order Entry	The system shall visually alert users when laboratory test results are out of the acceptable range.	O					
141	Order Entry	The system shall provide the ability to capture, filter and sort Observation orders and Observations including but not limited to date of order initiation, order details including direction to staff conducting the Observation, Release Criteria, stop date and time, prescriber, Observation locations, including location changes during time of Observation, Observation frequency, (15 minute, 30 minute, Continuous), observation type (General Observation, One-to-One, Two-to-One), Residents' activity during observation, Observation staff, and Observation notes, including narrative note entry for documenting pertinent clinical information.	M					

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142	Order Entry	The system shall provide alerts when Observations are not performed according to the order.	O					
143	Order Entry	The system shall have the ability to capture a photo during the observation check.	O					
144	Order Entry	The system shall allow authorized staff to create, change and delete Radiology orders related to ultrasounds, mammograms, X-Rays, magnetic resonance imaging (MRI) and computed tomography (CT).	O					
145	Order Entry	The system shall allow the users to view Radiology order results related to ultrasounds, mammograms, X-Rays, magnetic resonance imaging (MRI) and computed tomography (CT).	O					
146	Documentation	The system shall provide the ability to capture and manage documentation including but not limited to Barrier Assessments, Competence Assessments, Competency Evaluations, Clinical Assessments, Infection Control testing, Legal, and Progress Notes.	M					
147	Documentation	The system shall provide the ability to capture, update, and rank resident's clinically indicated Barriers Assessments data including Resident Name, assessment date, barriers to discharge, barrier types (Legal barriers, resident benefits, resident citizenship status, resident special needs/risks, resident documentation, etc.), staff performing the assessment and description preventing residents discharge.	O					

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148	Documentation	The system shall provide the ability to capture Competence Assessments including but not limited to Resident Name, assessment date, Competence Criteria (Medication, Medical, Treatment, Ability to communicate and express a choice, Understanding of medical condition, Understanding of options available for treatment, Understanding of benefits of treatment, Resident's understanding of their decision on treatments, etc.), staff performing the assessment, staff supervisor and description.	O					
149	Documentation	The system shall provide the ability to capture Competency Evaluation including but not limited to Resident Name, assessment date, Competency Criteria (Appreciation of Charges, Appreciation of Possible Penalties, Understanding Adversarial Legal process, Pertinent Facts to attorney, Courtroom Behavior, Testify Relevantly, etc.), staff performing the assessment, staff supervisor and description.	O					
150	Documentation	The system shall provide the ability to capture and manage data for the following Infection control related functions including but not limited to PPD tests, X-Rays (TB), Hepatis Information, Vaccination Information, Disease Information and HIV tests for Residents.	M					

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151	Documentation	The system shall provide the ability to capture and manage data for Infection control related functions including but not limited to PPD tests, X-Rays (TB), Hepatis Information, Vaccination Information, Disease Information and HIV tests for Facility Staff as defined in Florida Administrative Code Rule 64D-3.029 required list of reportable diseases.	M					
152	Documentation	The system shall have the ability to document and track resident legal status and court orders.	M					
153	Documentation	The system shall provide the ability for staff to capture and manage Legal data including but not limited to Advance Directive Competency Examination, Advance Directive Acknowledgment, Florida Living Will Declaration, Authorization for Medical or Surgical, Informed Consent for Psychotropic Medication, Consent for Dental Treatment, Restriction of Communication or Visitors, Florida Designation of Health Care Surrogate, Treatment Refusal Documentation by authorized staff as required by F.S. Chap. 916 and 394.	O					

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154	Documentation	The system shall provide the ability to capture and manage Clinical Assessment data related to Nursing, Social Services, Dietary, Primary Care, Psychiatry, Psychology, including but not limited to assessments and evaluations, review of systems, medical treatment and progress notes and medical history including Psychiatric history.	M					
155	Documentation	The system shall provide the ability to capture and manage Progress note data including but not limited to Nursing, Social Services, Psychology, Psychiatric, Primary care, and related data that will measure the progress of the resident at different intervals.	M					
156	Documentation	The system shall provide the ability to capture and manage Resident Narrative Notes and related data that will be generated by staff.	O					
157	Documentation	The system shall have the ability to auto-populate individual record data into the documents such as Stated Goals, Objectives, Recovery Plan details, vitals, weight, PRN use, diet, ETOs, observations etc.	O					
158	Documentation	The system shall provide the ability for staff to enter data and have an audit trail when a master count is performed of residents and their assigned locations as needed.	O					

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159	Documentation	The system shall provide for capture of required intake assessment details based on the program or encounter type as well as collection and monitoring of the following: individual vitals (ht, wt, BP, BMI), allergies, current problems and diagnoses, medications, medical history (previous history of illnesses and surgeries), family medical history, smoking/tobacco use status and immunization history.	O					
160	Documentation	The system shall provide a library of standardized scales, assessments and questionnaires commonly used in the evaluation and treatment of mental health substance abuse, and developmental disability disorders.	O					
161	Documentation	The system shall include reminders, alerts or other functionality to prompt users to complete pending and draft (incomplete) documents.	O					
162	Documentation	The system shall display draft or pending approval notes in a way that clearly identifies them as such from finalized notes.	O					
163	Documentation	The system shall allow the ability to configure the time frame for completing pending approval and draft documents.	O					
164	Documentation	The system shall allow clinicians and other authorized users the ability to addend finalized assessments and notes, maintaining an audit trail by capturing the author, date, and time of any addendum.	M					

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165	Documentation	The system shall allow service providers to select coded diagnoses in ICD-10 or DSM-5 format, as appropriate to the provider and service provided; shall issue code updates as needed.	M					
166	Documentation	The system shall contain Current Procedural Terminology (CPT) codes to document services provided and shall issue annual software updates as CPT code revisions are published by the American Medical Association.	O					
167	Documentation	The system shall have the ability to add free text narrative to supplement the entry of structured data elements within assessments, notes and forms.	O					
168	Documentation	The system shall provide for the ability to assign and identify individuals by Risk Category (e.g. fall risk, suicide risk, supervision required, etc.)	M					
169	Documentation	The system shall provide the ability to capture Nursing, Direct Care, Security and other discipline staff Shift notes information including but not limited to Location, staff name, date/time, shift, and notes.	O					
170	Documentation	The system shall generate the Departments Shift/Activity Report (for Nursing, Security, Direct Care and other discipline) including information from Admissions, Discharges, Transfers, Observations that occurred during the shift.	O					

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171	Documentation	The system shall provide a configurable Clinical Summary that provides a comprehensive view of individual cross-disciplinary care, treatment and services.	O					
172	Documentation	The system shall support the ability for clinicians to select text and/or auto-populate from a prior note or document and insert it into a new note or document.	O					
173	Documentation	The system shall provide the ability to capture audits for quality management including Resident Name, Audit Date, Audit type, Discipline section, Audit Result type, Person Auditing, Notes, Discipline Staff, Discipline Supervisor, Audit Status.	O					
174	Documentation	The system shall provide the ability for staff to communicate deficiencies between disciplines and capture notifications of correction of deficiencies.	O					
175	Documentation	The system shall support charting by exception/charting within defined limits to comply with DCF and SMHTFs policies and procedures.	O					
176	Documentation	The system shall permit capture of patient provided information, including but not limited to Clock drawing test as part of visuo-constructive ability, cognitive impairment, and Dementia screening assessment.	O					

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177	Recovery Planning	The system shall provide the ability to capture and manage multi-disciplinary Recovery Plans including but not limited to Discipline, Treatment needs, Treatment Goals, Issues, Strengths, Objectives, Planned interventions (Clinical Treatment services, Rehabilitation services, Competency restoration, Quality of life services, etc.) and related data of the resident at different intervals.	M					
178	Recovery Planning	The system shall have a progress measurement tool to track progress toward reaching Recovery Plan objectives over time with the ability to present this information.	O					
179	Recovery Planning	The system shall support a configurable set of Recovery Plan templates categorized and grouped by facility and discipline, which include default and user-defined entry for capture of relevant individual data and standardized tools to evaluate an individual's initial treatment needs, concerns, strengths, treatment goals and objectives, interventions, etc.	O					
180	Recovery Planning	The system shall produce printable individual service plans (ISPs) that can print for active goals and objectives by program.	O					
181	Recovery Planning	The system shall provide automated alerts or prompts to guide an end user through an assessment multi-path workflow based upon the user responses, the individual's demographics and condition.	O					

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182	Recovery Planning	The system shall alert the clinician to any missing required Recovery Plan elements.	O					
183	Recovery Planning	The system contains Treatment Plan library of behavioral health specific content that complies with applicable healthcare regulatory agency requirements (e.g. CMS, CARF, etc).	O					
184	Recovery Planning	The system shall have the capability for users to roll information forward from prior Recovery planning template to a new Recovery planning template.	O					
185	Recovery Planning	The system shall provide the ability for entry of Recovery Plan data by multiple disciplines or programs simultaneously, provided appropriate access and security levels.	M					
186	Recovery Planning	The system shall generate a summary of the comprehensive Recovery Plan for individuals.	O					
187	Recovery Planning	The system shall automatically notify assigned staff when plan review or approval is required.	O					
188	Recovery Planning	The system shall generate and provide notifications to the respective treatment team of assignments based upon Recovery Plan details.	O					
189	Recovery Planning	The system shall generate an initial Recovery Plan review schedule, during the initial assessment and evaluation process, which is configurable based upon facility and/or individual population requirements.	O					

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190	Recovery Planning	The system shall generate a notification of upcoming and overdue Recovery Plan Reviews based on configurable criteria.	O					
191	Recovery Planning	The system shall provide automatic notification and triggers when variances from Recovery Plans are detected.	O					
192	Recovery Planning	The system shall allow for program specific goals and recovery plan components to be pulled into progress note and assessment documentation. (auto-populate the program goals into progress note templates).	O					
193	Recovery Planning	The system shall have the ability to "pull forward" relevant longitudinal individual data from a previous assessment, progress note or quarterly service plan reviews.	O					
194	Pharmacy & MAR	The system shall support a configurable display of the MAR to include functionality to display, sort and filter an individual's Medication Administration Record (MAR) including historical, active and future medication orders, Resident, location, prescriber or other medication order details.	M					
195	Pharmacy & MAR	The system shall support display of all necessary individual profile information such as allergies, hypersensitivities and drug intolerance, diagnosis, special administration instructions, as well as Vitals (pulse, B/P or blood glucose level for insulin orders, etc.) from within the MAR.	M					
196	Pharmacy & MAR	The system shall provide the ability to search and display both generic and brand names of the medication on the MAR.	O					

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197	Pharmacy & MAR	The system shall provide the ability to hold or not administer a medication and capture the associated reason for the action.	M					
198	Pharmacy & MAR	The system shall support positive identification of a resident and prescribed medication prior to administration, to include bar code scanning, resident photograph or other electronic methods for resident and medication identification.	M					
199	Pharmacy & MAR	The system shall provide the ability to set automatic reminders to collect effectiveness values (e.g. pain relief) at identified points after a medication is charted and administered.	O					
200	Pharmacy & MAR	The system shall support the ability to configure a co-signature when administering potentially high-risk medications such as insulin or a controlled substance.	M					
201	Pharmacy & MAR	The system shall provide notifications and triggers to appropriate staff for past due scheduled medications.	M					
202	Pharmacy & MAR	The system shall provide suggestive medication treatments for reportable diseases (Examples: tuberculosis, HIV, syphilis, gonorrhea, chlamydia) as defined in Florida Administrative Code Rule 64D-3.029 required list of reportable diseases.	M					
203	Pharmacy & MAR	The system shall be able to record and store all prescriber medication orders and all relevant order details.	M					

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204	Pharmacy & MAR	The system shall maintain pharmaceutical inventory records using a perpetual inventory system that establishes appropriate reorder points based on pharmacy dispensing history, accurately accounts for pharmaceuticals, and can be used to identify and investigate discrepancies noted during physical inventory counts. Please provide the tools or third-party software description of the proposed pharmacy perpetual inventory solution.	M					
205	Pharmacy & MAR	The system shall be capable of receiving and sending pricing catalog, ordering data from drug wholesaler for pharmacy inventory management.	O					
206	Pharmacy & MAR	The system shall provide clinical decision support for Drug Utilization Review (DUR) including medication allergies, medication duplications, medication-medication interactions, medication-disease/dx precautions, medication-ethnicity precautions and medication-food interactions. Note: links to NDC and DIN information are necessary for medication identification to generate medication-related alerts.	M					
207	Pharmacy & MAR	The system shall be capable of handling simple, compounded, intravenous medications, and order sets.	O					

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208	Pharmacy & MAR	The system shall allow prescriber the ability to determine and set categories for medications being prescribed for the resident. (ex. psychotherapeutic vs non-psychotherapeutics)	O					
209	Pharmacy & MAR	The system shall provide links to current drug information database such as Clinical Pharmacology or Micromedex. The system shall contain pill identification database to identify medications.	O					
210	Pharmacy & MAR	The Pharmacy solution shall meet all Federal, State, and Drug Enforcement Administration (DEA) requirements for pharmaceutical drugs and controlled substance regulations.	M					
211	Pharmacy & MAR	The system shall allow for electronic refill requests by Nursing staff.	M					
212	Pharmacy & MAR	The system shall be capable of formulary management.	M					
213	Pharmacy & MAR	The system shall allow for the capture of documentation of communications including but not limited to clarification of orders among facility staff regarding medication orders.	O					
214	Pharmacy & MAR	The system shall be capable of generating forecasts for pharmacy medication needs for the upcoming week, month frequencies based on medication usage.	O					
215	Pharmacy & MAR	The system shall be capable of fully functional prescription (Leave of Absence, Discharge) processing with prescription labels and cautionary labels.	M					

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216	Pharmacy & MAR	The system shall be capable of printing medication patient education information.	O					
217	Pharmacy & MAR	The system shall be capable of generating controlled substance report (ASAP 4.2) for upload of the report to the Florida Prescription Drug Monitoring Program daily as required by the Florida statute.	M					
218	Pharmacy & MAR	The system shall allow for the capture of electronic signatures by prescribers and nurses on orders.	M					
219	Pharmacy & MAR	The system shall allow for the creation of customized reports including utilization reports by drug, list of patients by drug class, list of patients on MERs (medication exception requests), list of patients on antipsychotics, list of patients on psychotherapeutics, antibiotics, immunizations, overdue medications, medications due to expire within specified time frame etc.	M					
220	Pharmacy & MAR	The system shall support for continuation of resident care information (including medications, allergy information, clinical nutrition information, precautions) during emergency system outages and discharges by allowing for printed MARs or offline system usage.	M					
221	Pharmacy & MAR	The system shall allow prescribers to compare various medication costs before prescribing.	M					

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222	Pharmacy & MAR	The system shall provide e-prescribing capabilities for licensed prescribers, including e-prescribing of controlled substances (EPCS) that utilizes the two-factor authentication required by the DEA.	M					
223	Billing	The system shall have the ability to produce electronic billing for all major guarantors (Medicare including inpatient, outpatient and Pharmacy billing rules, SSA, Medicaid, Blue Cross Blue Shield, and other commercial insurance.) Please provide an explanation of the tools or modules you plan to use.	M					
224	Billing	The system shall provide continued support for all required billing changes due to Federal and state requirements.	M					
225	Billing	The system shall have the ability to bill using ICD-10 diagnosis codes. The system shall be able to report ICD-10, modifiers and CPT procedure codes as needed for institutional and professional claims.	M					
226	Billing	The system shall have the ability for billing staff to make comments on the electronic claim.	O					
227	Billing	The system shall have the capability to provide an audit trail that can capture date, timestamp and user for all data transactions (creation, modification, view, deletion, auto log off & printing) with the ability for designated employees to easily access this data in a report format to comply with HIPAA requirements.	O					

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228	Billing	Bill frequency (i.e., weekly, monthly, semi-monthly, admit-thru-discharge, etc.) shall be controlled by user and payer preference.	O					
229	Billing	The system shall have the ability to electronically post Remittance Advices (RA).	O					
230	Billing	The system shall provide for RAs and the ability to electronically back payments out for all major payers.	O					
231	Billing	The system shall allow for manual posting of RAs and the capability to manually back payments out.	O					
232	Billing	The system shall have the ability to key multiple clients for one service on the same screen and to manually post charges.	O					
233	Billing	The system shall provide immediate notification when a duplicate charge is keyed, along with the ability to override.	O					
234	Billing	The system shall have the capability to handle a large volume of charges per patient per day (in excess of 20)	O					
235	Billing	The system shall provide a flexible editing capability that will allow charges to be posted to accounts immediately after they are confirmed by staff. The confirmation rules will be set by the hospital. An example would be for charges to be allowed to be posted without waiting for a diagnosis to be entered.	O					
236	Billing	The system shall have the ability to do mass adjustment of charges electronically, as well as manual individual adjustments.	O					

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237	Billing	The system shall have the ability to produce adjustment reports to be run by Activity Date, Date of Service, Adjustment Code, and/or Period Date to include patient level detail.	O					
238	Billing	The system shall have the ability to report condition codes, value codes, span codes, occurrence codes and corresponding dates, on all claims as needed and as outlined in CMS billing manuals.	O					
239	Billing	The system shall have the ability to handle Modifiers as needed for billing (GP, GO, GN, KX, etc.).	O					
240	Billing	The system shall have the ability to handle non-payable functional G-codes as needed for billing.	O					
241	Billing	The system shall have the ability to generate a statement mailer for Self-Pay patients, as well as an itemized bill.	O					
242	Billing	The system shall have the ability to run statements by sub-facility and/or program.	O					
243	Billing	The system shall have the ability to Stop/Hold a statement mailer, as well as a method to release the Hold (this can be as simple as Hold Statement Y/N?).	O					
244	Billing	The system shall have the ability to automatically bill paid claims to the next payer after one payer's payment is closed. This shall include Medicaid crossover, Medicare Secondary Payer claims, and private insurance when it is secondary to Medicare.	O					

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245	Billing	The system shall have the ability to automatically generate Room and Board charges from census.	O					
246	Billing	The system shall have a collection letter system that will generate letters only for discharged patients that have entire remaining balances in self-pay. For patients with insurance, the biller shall have the ability to set a date to start collection letters after billing is completed.	O					
247	Billing	The system shall provide the ability to modify the Collection Letter system to meet needs (to bypass guarantors other than Self, or for whom statements are not sent, as well as holding the letter until a specific date).	O					
248	Billing	The system shall have the ability to run reports, both detailed and summarized, based on Revenue codes and/or program codes and/or sub-facility and/or reimbursement and/or CPT code and/or modifiers by activity date or date of service or period date and/or by active and discharged patients.	O					
249	Billing	The system shall have the capability to generate reports both at the patient level and as summaries.	O					

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250	Billing	The system shall have the capability to generate Aged Trial Balance Reports for active and discharged patients, Cost Reports and Medicare/Medicaid patient eligibility reports.	O					
251	Billing	The system shall have the capability to evaluate - patients with Medicare Part B, when Medicare Part A benefits exhaust, the system shall be able to submit identified services as ancillary claims to Medicare (i.e. certain lab charges, x-ray charges and therapy charges).	O					
252	Billing	The system shall be capable of running billing reports by reimbursement, to include amount billed and amount paid.	O					
253	Billing	The system shall have the capability to rank insurances as "Primary, Secondary, Tertiary," and more.	O					
254	Billing	The system shall have the capability to store insurance denials and provide the ability to run reports against that data.	O					
255	Billing	The system shall have the capability to enter Prior Authorizations for insurance companies so that the Prior Authorizations appear as required on the electronic and/or paper claims as applicable.	O					
256	Billing	The system shall have a Charge Description Master, including medications.	O					

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257	Reporting	The system shall come pre-loaded with base or canned reports including, but not limited to reports designed to track compliance with regulatory quality measures and performance indicators.	M					
258	Reporting	The system shall provide the ability for staff to monitor, in real-time, the specific individuals actively receiving treatment or services for a given facility, provider, program or service.	O					
259	Reporting	The system shall provide a service provider dashboard that monitors the individual's caseload and progress towards meeting productivity targets based upon a variety of criteria, to include: a) Caseload capacity b) Units of service c) Available hours	O					
260	Reporting	The system shall provide user configurable report generation.	M					
261	Reporting	The system shall provide real-time analytics of production data without negatively affecting production performance.	O					
262	Reporting	The system shall have the ability to export data to various reporting tools such as Microsoft Excel, QLIK, Business Objects, etc.	O					
263	Reporting	The system shall support the ability to save custom reports as templates for future reporting needs.	O					
264	Reporting	The system shall be able to generate various outcome reports by facility, program, individual service provider, etc.	O					

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265	Reporting	The system shall support sorting and filtering of reports data based upon service location, program, etc.	O					
266	Reporting	The system shall allow reports to be disseminated to specified staff via a library or similar shared reporting function. (i.e. the report does not need to be saved and attached to an email or placed on a network share for viewing)	O					
267	Reporting	The system shall allow end users to schedule the generation and consumption of standard recurring reports.	O					
268	Reporting	The system shall support the capture and reporting of information for the analysis of outcomes of care provided to specific individual populations, in specific facilities/program, by selected providers, etc.	O					
269	Reporting	The system shall allow authorized users to query and access all data elements in the DBMS.	M					
270	Reporting	The system shall provide a user-configurable aged deficiency reports for charts, orders, notes, etc.	M					
271	Reporting	The system shall track, monitor, and report on timeliness of service completion.	O					
272	Reporting	The system shall track, monitor, and report deficiencies that show multiple issuances of Corrective Action Plans for the same deficiency during quality checks and audits.	O					

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273	Technical Requirements	The system shall have the ability to support a 99.95% availability — excluding planned maintenance. Please provide an explanation of how your system will be designed to satisfy this availability requirement.	M					
274	Technical Requirements	The system shall be capable of utilizing the Department of Children and Families Email infrastructure (Office365) for sending automated notification and informational emails.	O					
275	Technical Requirements	The system shall support the latest operating system (e.g., server, desktop, mobile, etc.) updates within 6 months of release.	M					
276	Technical Requirements	The system shall employ data quality assurance techniques, including but not limited to: input masks, drop down lists with standard responses, application completeness requirements, data validation logic.	O					
277	Technical Requirements	The system shall manage, store, and utilize discrete data through a relational database management system (RDBMS).	O					
278	Technical Requirements	All data that is managed by the system (e.g., configuration, transactions, etc.) shall be stored in the database repository – any exceptions shall be clearly identified.	M					

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279	Technical Requirements	The system shall support an online data dictionary and table relationships schema that describes and maintains information on each data element including data element name and type, description of the data element, and the format of each data element.	M					
280	Technical Requirements	The system shall have the ability to meet the System Recovery Time Objective (RTO) of no more than 2 hours – this is the maximum time system can be offline before services are restored to end users. Please describe your System Recovery Time Objective.	M					
281	Technical Requirements	The system shall support 50 concurrent staff users who will perform ad-hoc real-time reports.	M					
282	Technical Requirements	The system shall support 500 concurrent staff users who will utilize the system for managing, monitoring resident data. Current staff capacity is estimated a 2000 system users total with different roles and disciplines.	M					
283	Technical Requirements	The system shall support Edge (Chromium) and Chrome at a minimum and work with the current version and be compatible with the previous 3 releases.	O					
284	Technical Requirements	The system shall provide authorized staff query access to complete system data.	O					
285	Technical Requirements	The System shall provide native support for the latest version of SAML.	O					

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286	Technical Requirements	The system shall include, at a minimum, a production domain, testing domain, and a training domain.	M					
287	Technical Requirements	The system shall be supported for use on desktop PCs, laptops, Android devices, iOS devices (iPads, smart phones) and other mobile devices.	M					
288	Technical Requirements	The system shall provide enterprise release management and version control.	O					
289	Technical Requirements	The system shall have a debugging and tracing mechanism in place that allows appropriately authorized administrators to easily identify and locate errors within the system.	O					
290	Technical Requirements	The system shall provide a systems event log to capture system-generated errors, informational messages, warnings, alerts, debug and/or security messages.	O					
291	Technical Requirements	The system shall allow for secure off-site access by clinicians and other members of the workforce via secure browser-based interface.	O					
292	Technical Requirements	The system shall provide the ability to generate a backup of the application and all associated elements required for restore.	M					
293	Technical Requirements	The system shall support an automated comprehensive and incremental backup process.	M					
294	Technical Requirements	The system shall support a backup process that is able to run concurrently with the application operations.	M					

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295	Technical Requirements	The system shall support electronic sending of information to/from outside entities, including participation with recognized Health Information Exchanges (HIEs).	O					
296	Technical Requirements	The system shall be hosted, operated, maintained, and supported in the United States. This is a Vendor responsibility. Please provide your hosting plan.	M					
297	Security and Compliance	Information Security framework shall be compliant or at least partially compliant (ISO 27001 or NIST 800-53) with evidence of such compliance from a third party as in a SOC-2 report.	M					
298	Security and Compliance	The system shall be capable of redundancy and disaster recovery. Please explain your how your system will ensure continuous operation and the disaster recovery plan.	M					
299	Security and Compliance	The System shall support real-time Active Directory (AD) integration for DCF Staff. Please describe how your system interfaces with Active Directory or your system approach to integrated role-based user security.	O					
300	Security and Compliance	The system shall not use "generic" user accounts. System-specific user accounts are acceptable.	M					
301	Security and Compliance	The system shall not store any user credential information for staff where Active Directory is used for authentication.	O					

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302	Security and Compliance	The system shall provide minimal error information in the event of authentication failure (e.g., "login fail" instead of "user not found" or "password incorrect").	O					
303	Security and Compliance	The system shall provide a protective measure to prevent, detect, and log unauthorized attempts to access the system. Failed login attempts shall be logged including IP address.	O					
304	Security and Compliance	The system shall "lock" accounts after (5) failed login attempts. The password reset should be handled via "forgot password links."	O					
305	Security and Compliance	The system shall have the ability to display the last date and time the user logged onto the system.	O					
306	Security and Compliance	The system shall allow an administrator to disable a user account.	O					
307	Security and Compliance	The system shall follow best practices for session management.	O					
308	Security and Compliance	The system shall log all errors that include severity, date/time, error description, and error codes.	O					
309	Security and Compliance	The system shall classify certain data (PHI, PII) as sensitive or confidential information.	O					
310	Security and Compliance	The system exception handling minimizes information disclosure in case of an exception.	O					
311	Security and Compliance	The system provides a graceful error-handling process and does not rely on internal server error handling process (e.g., IIS, Windows OS).	O					

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312	Security and Compliance	The system shall not store any private or sensitive data in the error logs.	O					
313	Security and Compliance	The system shall encrypt all information before persistence to a data store.	M					
314	Security and Compliance	The system shall have the ability to prevent, detect, and log unauthorized attempts to access system data.	O					
315	Security and Compliance	The system shall encrypt data at rest and in transit.	M					
316	Security and Compliance	The system shall not store database connection information and any other sensitive credentials in plain text.	M					
317	Security and Compliance	The system shall ensure that session identifiers are not passed in plain text.	O					
318	Security and Compliance	The system shall provide the ability to mask input fields (ex: passwords, SSN) for sensitive or confidential information. Please describe how this works in your system?	O					
319	Security and Compliance	The system shall use 128-bit encryption or higher on all applications.	O					
320	Security and Compliance	The system shall provide configurable audit logging on transactions and activities a user may perform.	O					
321	Security and Compliance	The system shall, at a minimum, include the following attributes for each audit log record: IP address, user account ID, date/time stamp, event source, device/browser information, the outcome of an event (success or failure), and any other supplemental information related to the event.	O					

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322	Security and Compliance	The system shall provide the ability to send notifications (e.g., email, text) based on configurable audit log activity (e.g., system usage exceeds a certain threshold) to external SIEM or Syslog server.	O					
323	Security and Compliance	The system shall provide reporting capability to query for audit log records matching specific criteria (e.g., audit logs for a specific user between certain dates).	O					
324	Security and Compliance	The system shall provide granular access control to different types of data records based on the following permissions: - Read - Write - Modify - Delete	M					
325	Security and Compliance	The system shall be capable of interfacing with a secure FTP (sFTP) site to transfer files.	O					
326	Security and Compliance	The system shall support department-specific administrator to manage department-specific user groups and user accounts.	M					
327	Security and Compliance	The system shall allow a user to be in multiple roles based on the department and/or business function assigned.	M					
328	Security and Compliance	The system shall be SAML 2.0 compliant for authorizations.	O					
329	Security and Compliance	This system shall be HTTPS compliant.	M					
330	Security and Compliance	The system shall provide administrative tools and functions to manage end user access.	O					

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331	Security and Compliance	The system shall be certified (CEHRT) by an accredited testing lab to the current standards and criteria established by the Office of the National Coordinator (ONC) to comply with CMS Quality Reporting Programs.	M					
332	Security and Compliance	The system shall function so that all individual data and PHI are encrypted in transit and at rest using currently accepted industry standard encryption methodology.	M					
333	Security and Compliance	The system shall provide for the enforcement of strong password policies, including complex password construction rules, frequent password reset requirements and prohibition of using previous passwords	M					
334	Security and Compliance	The system shall allow for documentation that the individual or his/her authorized representative has requested an amendment to the record, in accordance with HIPAA, and the ability to generate a statement of agreement or objection if the facility/service provider disagrees with the amendment request.	O					

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335	Security and Compliance	The system shall generate alerts for conditions that violate security rules, this includes, but is not limited to: - Logon attempts that exceed the maximum allowed attempts to access unauthorized data and system functions. - Termination of authorized sessions after a specified time of no activity. - Breach of data such as recurring attempts to gain access to the system (e.g., system shall monitor for attempts made to use brute force program code to access system).	O					
336	Security and Compliance	The system shall contain security incident reporting and mitigation mechanisms, including but not limited to: - Warnings or reports on system activity based on security parameters. - Terminating access and/or generating a report when potential security violation detected. - Preserving and reporting specified audit data when potential security violation are detected.	O					
337	Security and Compliance	The system shall support procedures for guarding, monitoring, and detecting malicious software (including but not limited to viruses, worms, malware, malicious code, etc.).	O					

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338	Security and Compliance	The system shall comply with all privacy and security requirements as defined by HIPAA and the National Institute of Standards and Technology (NIST) for EHR systems including but not limited to tracking released records to obtain Access and Disclosure Logs.	M					
339	Security and Compliance	The system shall provide the ability for concurrent users to simultaneously view and/or edit various components of the same individual record while maintaining data integrity.	O					
340	Security and Compliance	The system shall contain the ability to assign security levels, for various activities, including inquiry/reports, create, add, edit, view only, printing privileges, etc.	M					
341	Security and Compliance	The system shall allow the System Administrator role to easily obtain and configure security management reports and views of: - Security levels (including details on what privileges have been assigned to each level). - End users assigned to each security level.	O					
342	Security and Compliance	The system shall permit selected clinicians to access individual records in other facilities as determined by role-based permissions.	O					
343	Security and Compliance	The system shall have the ability to limit print capabilities by user location as defined by the facility.	O					

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344	Security and Compliance	The system shall lock after a certain amount of time of inactivity and log off after an additional period of time. This amount of time shall be configurable. Explain how the system would handle unsaved data?	O					
345	Security and Compliance	The system shall be able to generate system or data integrity reports and system alerts based on events and/or patterns in system audit logs as defined by business rules. System Administrators shall have the capability to define and modify the exception reports and events and/or patterns on which exception reports are based.	O					
346	Security and Compliance	The systems data management practices shall comply with all HIPAA privacy and security rules and standards.	M					
347	Security and Compliance	The system shall support Direct Secure Messaging.	O					
348	Security and Compliance	The system shall support an authorized user role to set the inclusion or exclusion of auditable events based on organizational policy & operating requirements/limits.	O					
349	Security and Compliance	The system shall provide the ability to restrict access to certain sensitive records to staff that do not have appropriate system privileges.	O					
350	Security and Compliance	The system shall support an authorized user role to export audit logs to readable format	O					
351	Security and Compliance	The system shall restrict modification of audit records and logs.	M					

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352	Security and Compliance	The system shall support alerts, logs and audit trails to notify security personnel of any inappropriate attempt to add or change data.	O					
353	Security and Compliance	The system shall support audit trails for all transactions performed from: - Each module in the system - Batch processes	O					
354	Security and Compliance	The system shall support auditing of user activity and maintenance of activity logs that can be accessed by authorized individuals.	M					
355	Security and Compliance	The system shall provide for the ability to trace user history in full or for specified date parameters.	M					
356	Security and Compliance	The system shall maintain production system performance without negative impacts from the audit functions.	O					
357	Security and Compliance	The system shall conform and upholds the HIPAA Security Rule 42 CFR Part 2, Part 160 and Part 164 Regulatory Standards.	M					
358	Security and Compliance	The system shall conform and uphold the ("TSSR") 5 U.S.C. 552a, Privacy Act of 1974 - Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration.	M					
359	Security and Compliance	The system shall allow the System Administrator to sequester any record so that specific staff cannot access or see any information unless explicitly allowed.	O					

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360	Security and Compliance	The system shall allow for chart locking and record "holds" as necessary for individual privacy and legal situations.	O					
361	Security and Compliance	The system shall maintain audit logs for a duration that would be compliant with HIPAA and HITECH laws.	M					
362	Security and Compliance	The system shall be ONC Certified EHR Technology (CEHRT) Promoting Interoperability Stage 3 with a commitment to satisfy future stages on the same platform; including ONC Cures Act Final Rule supporting seamless and secure access, exchange, and use of electronic health information. Please provide supporting evidence.	M					
363	Security and Compliance	The system shall maintain an access/disclosure log.	O					
364	Security and Compliance	The system shall allow for auditing of information requested and released.	O					
365	Security and Compliance	The system shall retain all resident data until otherwise purged, deleted or archived in accordance with the Departments record retention policy.	M					
366	Security and Compliance	The system shall provide the ability for staff to generate all Legal, Statutory and Court documents related to F.S. Chap. 916 and 394, including Evaluations and Summary submitted to the Court.	O					
367	Security and Compliance	The system interface shall meet ADA 508 compliance by properly coding a web page, so it is accessible to everyone including people who require assistive technologies.	M					

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368	Interfaces	The system shall support at least HL7 2.5 interface standards for electronic data exchange between systems for individual registration, admission, treatment and care, external referrals, lab, pharmacy, medDispense cabinets and billing information. Please explain your plan to integrate with existing systems.	M					
369	Interfaces	The system shall support other commonly used formats for data interchange (e.g. ANSI ASC X12, SGML, XML, JSON, CSV) and utilize APIs for connecting to third party software and devices.	O					
370	Interfaces	The system shall support the submission of electronic claims data to a third-party clearinghouse (PCG) in vendor specified format.	O					
371	Interfaces	The system shall accommodate standardized workflows for commonly used speech recognition software such as Nuance's Dragon Medical.	O					
372	Interfaces	The system shall support direct interfacing or batch reporting (as required) to send information securely to the state's prescription drug monitoring program.	O					
373	Interfaces	The system shall support an automated process to receive updates to diagnostic and procedure codes as required by State and Federal agencies (i.e., ICD-10, DSM-5, CPT, HCPCS, etc.).	M					

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374	Interfaces	The system shall provide electronic billing files using HL7 interface for Medicare, Medicaid, and commercial insurances.	O					
375	Interfaces	The system shall provide resident demographic and Dietary orders data using an HL 7 interface to third party Nutrition and Dietary orders system (MealSuite).	M				Y	
376	Interfaces	The system shall have the ability to receive and store the laboratory results generated from the Laboratory Management System (ClinLab).	M					
377	Interfaces	The system shall transmit the laboratory orders generated to the Laboratory Management System (ClinLab)	M					
378	Interfaces	The Pharmacy solution System shall interface with Touchpoint (MedDispense Carts) for dispensing medications and to effectively manage Pharmacy inventory.	M					
379	Interfaces	The system shall create the necessary Financial and Services Accountability Management System (FASAMS) interface as required by Section 394.9082(3)(h), Florida Statutes. The FASAMS documentation is located at FASAMS - Florida Department of Children and Families (myflfamilies.com). Please provide your approach to meet this requirement.	M					
380	Interfaces	The system shall generate error logs and notifications when interface files or transactions are rejected along with reasons for why the interface file or transaction was rejected.	O					

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Tab Statistics					
	(M)andatory or (O)ptional	(I)Included or (N)ot Included	Base Model (B), Production Configuration (C), or Neither (N), Model Add-On (A)	Product Customization (Y)	Integration /w 3rd Party Product (Y)
Included Responses		0			
Not Included Responses		0			
Base Model			0		
Product Configuration			0		
Model Add-On			0		
Neither			0		
Product Customization				0	
Intergration /w 3rd Part Product					1
Total Mandatory Requirements	130				
Total Optional Requirements	250				
Totals	380	0	0	0	1