



RON DESANTIS
GOVERNOR

SHEVAUN L. HARRIS
SECRETARY

September 3, 2026

Prospective Vendor(s):

Subject: Solicitation Number: AHCA RFP 001-26/27

Title: Preadmission Screening and Resident Review (PASRR)

This solicitation is being issued by the State of Florida, Agency for Health Care Administration, hereinafter referred to as “**AHCA**” or “**Agency**”, to contract with a vendor to maintain and manage Florida’s Preadmission Screening and Resident Review (PASRR) process. The solicitation package consists of this transmittal letter and the following attachments and exhibits:

Attachment A	Instructions and Special Conditions
Exhibit A-1	Questions Template
Exhibit A-2	Transmittal Letter
Exhibit A-3	Required Certifications and Statements
Exhibit A-3-a	Vendor Certification Form (PUR 7801)
Exhibit A-4	Submission Requirements and Evaluation Criteria Components (Technical Response)
Exhibit A-5	Cost Proposal
Exhibit A-5-a	Detailed Budget & Rate Card
Exhibit A-6	Certification of Drug-Free Workplace Program
Exhibit A-7	Standard Contract
Attachment B	Scope of Services
Exhibit B-1	Deliverables and Performance Standards

Your response must comply fully with the instructions that stipulate what is to be included in the response. Respondents shall identify the solicitation number, date and time of opening on the package transmitting their response. This information is used only to put the Agency mailroom on notice that the package received is a response to an Agency solicitation and therefore should not be opened, but delivered directly to the Procurement Officer.

The designated Agency Procurement Officer for this solicitation is the undersigned. All communications from respondents shall be made in writing and directed to my attention at the address provided in **Attachment A**, Instructions and Special Conditions, **Section 1.**, Instructions, **Sub-Section 1.1**, Overview, **Item 1.1.5**, Procurement Officer, unless otherwise instructed in this solicitation.

The term “Proposal”, “Response” or “Reply” may be used interchangeably and mean the respondent’s submission to this solicitation.

Section 120.57(3)(b), Florida Statutes and Section 28-110.003, Florida Administrative Code require that a Notice of Protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, 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, Florida Statutes.

Sincerely,

Weston McKain

Procurement Officer

Bureau of Purchasing and Contract Administration

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INSTRUCTIONS AND SPECIAL CONDITIONS**

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**ATTACHMENT A
INSTRUCTIONS AND SPECIAL CONDITIONS**

1. Instructions

1.1 Overview

1.1.1 Solicitation Number

AHCA RFP 001-26/27

1.1.2 Solicitation Type

Request for Proposal

1.1.3 Solicitation Title

Preadmission Screening and Resident Review

1.1.4 Date of Issuance

September 3, 2026

1.1.5 Procurement Officer

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

1.1.6 Solicitation Timeline

The projected solicitation timeline is shown in **Table 1**, Solicitation Timeline, below (all times are Eastern Time). The Agency for Health Care Administration (Agency) reserves the right to amend the timeline in the State's best interest. If the Agency finds it necessary to change any of the activities/dates/times listed, all interested parties will be notified by addenda to the original solicitation document posted on the Vendor Information Portal (VIP) (<https://vendor.myfloridamarketplace.com/>)

TABLE 1 SOLICITATION TIMELINE		
ACTIVITY	DATE/TIME	LOCATION
Solicitation Issued by Agency	September 3, 2026	Electronically Posted https://vendor.myfloridamarketplace.com/
Deadline for Receipt of Written Questions	September 17, 2026 2:00 p.m.	solicitation.questions@ahca.myflorida.com
Anticipated Date for Agency Responses to Written Questions	October 1, 2026	Electronically Posted https://vendor.myfloridamarketplace.com/
Deadline for Receipt of Responses	October 22, 2026 2:00 p.m.	Attention: Weston McKain Agency for Health Care Administration 2729 Fort Knox Boulevard Mailroom, Building 2 Tallahassee, FL 32308-5403

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**TABLE 1
SOLICITATION TIMELINE**

ACTIVITY	DATE/TIME	LOCATION
Public Opening of Responses	October 22, 2026 2:30 p.m.	2727 Mahan Drive, Building 2 Operations Conference Room, 2nd Floor, Room 200 Tallahassee, FL 32308-5403
Anticipated Posting of Notice of Intent to Award	November 19, 2026	Electronically Posted https://vendor.myfloridamarketplace.com/

1.1.7 PUR 1000, General Contract Conditions

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

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

1.1.8 PUR 1001, General Instructions to Respondents

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

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

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

1.1.9 Restriction on Communications

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

1.1.10 Respondent Questions

- 1) Questions pertaining to this solicitation must be submitted to the Agency no later than the date and time specified for written questions in **Section 1.**, Instructions, **Sub-Section 1.1**, Overview, **Item 1.1.6**, Solicitation Timeline, **Table 1**, Solicitation Timeline.
- 2) Prospective respondents must submit all questions by email to solicitation.questions@ahca.myflorida.com, utilizing **Exhibit A-1**, Questions Template.
- 3) The Agency will not accept questions by telephone, postal mail, hand delivery, or fax.

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- 4) The Agency's response to questions received will be posted as an addendum to this solicitation as specified in **Section 1.**, Instructions, **Sub-Section 1.1**, Overview, **Item 1.1.6**, Solicitation Timeline, **Table 1**, Solicitation Timeline, and may be grouped as to not repeat the same answer multiple times.
- 5) The Agency reserves the right to post an addendum to this solicitation in order to address questions received after the written question submission deadline. It is the sole discretion of the Agency to consider questions received after the written questions submission deadline.

1.1.11 Solicitation Addenda

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

1.1.12 Public Opening of Responses

Responses shall be opened on the date, time and at the location indicated in **Section 1.**, Instructions, **Sub-Section 1.1**, Overview, **Item 1.1.6**, Solicitation Timeline, **Table 1**, Solicitation Timeline. Respondents may, but are not required to, attend. The Agency will only announce the respondent(s) name at the public opening. Pursuant to Section 119.071(1)(b), F.S., no other materials will be released. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) business days prior to this solicitation opening. If you are hearing or speech impaired, please contact the Agency by using the Florida Relay Service at (800) 955-8771 (TDD).

1.1.13 Type and Amount of Contract Contemplated

- 1) The Contract resulting from this solicitation will be a fixed price (unit cost) contract. The Agency's estimated annual Contract amount is **\$9,773,720.00** (\$2,443,430.00 annually). This figure is provided for informational purposes only and is based on historical spend and anticipated funding in future years.
- 2) The State of Florida's performance and obligation to pay under the Contract resulting from this solicitation is contingent upon an annual appropriation by the Legislature.

1.1.14 Term of Contract

- 1) The anticipated term of the resulting Contract is January 1, 2027, through March 31, 2031 (includes implementation and operations and maintenance). The term of the resulting Contract is subject to

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change based on the actual execution date of the resulting Contract.

- 2) In accordance with Section 287.057(13), F.S., the Contract resulting from this solicitation may be renewed for a period that may not exceed three (3) years or the term of the resulting original Contract period, whichever is longer. Renewal of the resulting Contract shall be in writing and subject to the same terms and conditions set forth in the resulting original Contract. A renewal Contract may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the Agency, are subject to the availability of funds, and optional to the Agency.
- 3) Respondents shall offer renewal year pricing in its response. The Agency will evaluate renewal year proposals as part of the evaluation and scoring process. Proposed cost, as provided in **Exhibit A-5**, Cost Proposal, will be applied in the event the resulting Contract is renewed.

1.2 Response Preparation and Content

1.2.1 General Instructions

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

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

- 4) A respondent shall not, directly or indirectly, collude, consult, communicate or agree with any other respondent as to any matter

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related to the response each is submitting. Additionally, a respondent shall not induce any other respondent to submit or not to submit a response.

- 5) The cost related to the development and submission of a response to this solicitation is the full responsibility of the respondent and is not chargeable to the Agency.
- 6) Joint ventures and legal partnerships shall be viewed as one (1) respondent. However, all parties to the joint venture/legal partnership shall submit all mandatory attachments and documentation required by this solicitation from respondents, unless otherwise stated. **Failure to submit all required documentation from all parties included in a joint venture/legal partnership, signed by an authorized official, if applicable, may result in the rejection of a prospective vendor's response.**
- 7) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid, Proposal, or Reply on a contract to provide any goods or services to a public entity; may not submit a Bid, Proposal, or Reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, Proposals, or Replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. for category two for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

1.2.2 Mandatory Response Content

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

1) Exhibit A-2, Transmittal Letter

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

2) Exhibit A-3, Required Certifications and Statements

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

3) Exhibit A-3-a, Vendor Certification Form (PUR 7801)

The respondent shall complete, sign, and submit **Exhibit A-3-a**, Vendor Certification Form, as part of its response in accordance with the instructions contained therein.

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4) Original Proposal Guarantee

- a) The respondent's Original Response must be accompanied by an Original Proposal Guarantee payable to the State of Florida in the amount of **\$977,372.00**. The proposal guarantee is a firm commitment the respondent shall, upon the Agency's acceptance of its response, execute such contractual documents as may be required within the time specified.
- b) The respondent must be the guarantor. If responding as a joint venture/legal partnership, at least one party of the joint venture/legal partnership shall be the guarantor.
- c) The proposal guarantee shall be in the form of a bond, cashier's check, treasurer's check, bank draft or certified check. The Agency will not accept a letter of credit in lieu of the Proposal Guarantee.
- d) The Agency will not accept a copy of the Proposal Guarantee.
- e) Proposal Guarantees will be returned upon execution of the legal Contract with the successful respondent and receipt of the performance bond required under this solicitation (See **Section 1.**, Instructions, **Sub-Section 1.3**, Response Submission Requirements, **Item 1.3.8**, Performance Bond).
- f) Proposal Guarantees may be returned to respondents not considered responsive and responsible prior to execution of the legal Contract if the respondent is not participating in an administrative challenge regarding this solicitation.
- g) Proposal Guarantees will be returned to the Official Contact Person at the address listed in **Exhibit A-2**, Transmittal Letter.
- h) If the successful respondent fails to execute a contract within ten (10) consecutive calendar days after a contract has been presented to the successful respondent for signature, the proposal guarantee shall be forfeited to the State.
- i) The proposal guarantee must not contain any provisions that reduce the amount of the proposal guarantee based on the amount of any contract awarded to a replacement awardee or shorten the time from bringing an action to a time less than that provided by the applicable Florida Statute of Limitations (see Section 95.03, F.S.). **Proposal guarantees submitted using The American Institute of Architects AIA Document 310 or any document based upon that form will not be accepted by the Agency.**

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

- a) Respondents shall complete and submit **Exhibit A-4, Submission Requirements and Evaluation Criteria Components (Technical Response)**, and applicable attachments/exhibits as part of its response.
- b) Respondents shall comply with the instructions for completing **Exhibit A-4, Submission Requirements and Evaluation Criteria Components (Technical Response)**, which are contained therein.

6) Exhibit A-5, Cost Proposal

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

7) Exhibit A-5-a, Detailed Budget & Rate Card

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

1.2.3 Additional Response Content

1) Exhibit A-6, Certification of Drug-Free Workplace Program

The State supports and encourages initiatives to keep the workplace of Florida's suppliers and contractors drug free. Section 287.087, F.S. provides that, where identical tie Proposals are received, preference shall be given to a Proposal received from a respondent that certifies it has implemented a drug-free workplace program. If applicable, the respondent shall sign and submit **Exhibit A-6, Certification of Drug-Free Workplace Program**, to certify that the respondent has a drug-free workplace program.

1.3 Response Submission Requirements

1.3.1 Hardcopy and Electronic Submission Requirements

1) General Provisions

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

2) Hardcopies of the Response

a) Original Response

The respondent shall submit **one (1) Original Response**. The Original Response shall be marked as the "Original" and contain the Transmittal Letter (**Exhibit A-2**) that bears the original signature of the binding authority. The box that contains the Original Response shall be marked "**Contains**

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Original". All forms requiring signature shall bear an original signature with the original response.

b) **Duplicate Copy of the Original Response**

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

c) **Packaging and Delivery**

i) Hard copy responses shall be bound individually and submitted in up to one (1), 3-inch, three-ring binders or secured in a similar fashion to contain pages that turn easily for review.

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

- (1) **Exhibit A-2**, Transmittal Letter;
- (2) **Exhibit A-3**, Required Certifications and Statements;
- (3) **Exhibit A-3-a**, Vendor Certification Form (PUR 7801);
- (4) Original Proposal Guarantee **Note:** The Original Proposal Guarantee must be provided in the Original Response;
- (5) **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response);
- (6) **Exhibit A-5**, Cost Proposal;
- (7) **Exhibit A-5-a**, Detailed Budget & Rate Card; and
- (8) **Exhibit A-6**, Certification of Drug-Free Workplace Program (if applicable).

iii) Hard copy responses shall be double sided.

iv) Hard copy responses must be submitted in a sealed package (i.e., outer boxes must be sealed, individual binders within the box do not require individual sealing), to the Procurement Officer identified in **Section 1.**, Instructions, **Sub-Section 1.1**, Overview, **Item 1.1.5**, Procurement Officer, no later than the time indicated in **Section 1.**, Instructions, **Sub-Section 1.1**, Overview, **Item 1.1.6**, Solicitation Timeline, **Table 1**, Solicitation Timeline.

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- v) Hard copy responses shall be submitted via United States (U.S.) mail, courier, or hand delivery. Responses sent by fax or email will not be accepted.
- vi) The Agency will not consider responses received after the date and time specified in **Section 1.**, Instructions, **Sub-Section 1.1**, Overview, **Item 1.1.6**, Solicitation Timeline, **Table 1**, Solicitation Timeline, and any such responses will be returned to the respondent unopened.

3) Electronic Copy of the Response

- a) The respondent shall submit one (1) electronic copy of the entire response on a USB flash drive.
- b) The electronic copy of the response, including all attachments, shall be submitted as Portable Document Format (PDF) documents. The PDF documents must be searchable, allow printing and must not be password protected (unlocked).
- c) The electronic copy of the PDF documents shall be saved on the USB flash drive, with each component listed below saved separately in individual file folders:
 - i) **Exhibit A-2**, Transmittal Letter
 - ii) **Exhibit A-3**, Required Certifications and Statements;
 - iii) Financial Information;
 - iv) **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response) and applicable attachments/exhibits;
 - v) **Exhibit A-5**, Cost Proposal;
 - vi) **Exhibit A-5-a**, Detailed Budget & Rate Card;
 - vii) **Exhibit A-6**, Certification of Drug-Free Workplace Program (if applicable).
- d) In addition to the PDF submission, the following exhibits shall also be submitted in Microsoft Excel 2016, utilizing the Agency provided templates and shall be saved on the USB flash drive:
 - i) **Exhibit A-5**, Cost Proposal; and
 - ii) **Exhibit A-5-a**, Detailed Budget & Rate Card.
- e) **Electronic Redacted Copies**
 - i) The respondent shall submit an electronic redacted copy of the response suitable for release to the

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public in one (1) PDF document on the USB flash drive. The electronic copy shall be saved in a separate file folder on the USB flash drive from the rest of the response. The file folder shall be identified as "Redacted Version Suitable for Public Release".

- ii) The PDF document must be searchable, allow printing, and must not be password protected (unlocked).
- iii) Any confidential or trade secret information covered under Section 812.081, F.S., should be redacted as described below. The redacted response shall be marked as the "redacted" copy.

1.3.2 Confidential or Exempt Information

- 1) All submittals received by the date and time specified in **Section 1.**, Instructions, **Sub-Section 1.1**, Overview, **Item 1.1.6**, Solicitation Timeline, **Table 1**, Solicitation Timeline, become the property of the State of Florida and are public records subject to the provisions of Chapter 119, F.S. The State of Florida shall have the right to use all ideas, or adaptations of the ideas, contained in any response received in relation to this solicitation. Selection or rejection of the response shall not affect this right.
- 2) A respondent that asserts that any portion of the response is confidential or exempt from disclosure under Chapter 119, F.S., shall clearly mark each page of such portion as follows:
 - a) Pages containing trade secret shall be marked "Trade secret as defined in Section 812.081, Florida Statutes". Respondents who fail to identify trade secret as directed herein acknowledge and agree that they waive any right or cause of action, civil or criminal, against the Agency, its employees, and its representatives, for the release or disclosure of trade secret information not so identified. Respondents shall not mark their entire response as trade secret. The Agency may reject a response that is so marked.
 - b) Pages that do not contain trade secret but are otherwise exempt or confidential shall be marked "exempt" or "confidential," followed by the statutory basis for such claim. For example: "The information on this page is exempt from disclosure pursuant to Section 119.071(3)(b), Florida Statutes."
 - c) Failure to identify and mark such portions as directed above shall constitute a waiver of any claimed exemption and the Agency will provide any unmarked records in response to public records requests for those records without notifying the respondent. Designating material simply as "proprietary"

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will not necessarily protect it from disclosure under Chapter 119, F.S.

- 3) All information included in the response (including, without limitation, technical and cost information) and any resulting Contract that incorporates the successful response (fully, in part, or by reference) shall be a matter of public record regardless of copyright status. Submission of a response to this solicitation that contains material for which the respondent holds a copyright shall constitute permission for the Agency to reproduce and disclose such material for the Agency's internal use, and to make such material available for inspection pursuant to a public records request.
- 4) If a public records request is submitted to the Agency for responses submitted to this solicitation, the respondent agrees that the Agency may release the redacted response without conducting any pre-release review of the redacted response.
- 5) Unless otherwise prohibited by law, the Agency will notify the respondent if a requestor contests the respondent's determination that information is confidential or exempt and asserts a right to the information under Chapter 119, F.S. or other law. The respondent bears sole responsibility for supporting and defending its determination. If an action is brought against the Agency in any appropriate judicial forum contesting the respondent's determination of confidentiality or the redactions made by the respondent to its response, the respondent agrees that the Agency has no duty to defend against such claims and may elect not to do so, and may elect to release an un-redacted version of the response. By submitting a response, the respondent agrees to protect, defend, hold harmless and indemnify the Agency for any and all claims arising from or relating to the respondent's determinations of confidentiality or redaction, including the payment of any attorneys' fees or costs assessed against the Agency.

1.3.3 Response Evaluation and Contract Award

1) Response Clarification

The Agency reserves the right to seek written clarification from a respondent of any information contained in the response or to request missing items from a response. However, it is a respondent's obligation to submit an adequately written proposal for the Agency to evaluate.

2) Responsive Proposal Determination

A "responsive proposal" means a proposal submitted by a **responsive and responsible vendor**, which conforms in all material aspects to the solicitation [Section 287.012(26), F.S.]. A "responsible vendor" means a vendor who has the capacity in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance [287.012(25),

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F.S.]. The Procurement Officer may rely on any facts available to make a determination at any time prior to award as to whether a vendor is a responsible vendor. The Agency reserves the right to contact sources outside the proposal to obtain information regarding past performance or other matters relevant to responsibility.

3) Non-Scored Requirements

a) Transmittal (Cover) Letter

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

b) Required Certifications and Statements

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

c) Vendor Certification Form (PUR 7801)

The Agency will review responses to this solicitation to determine if the respondent included in its response **Exhibit A-3-a**, Vendor Certification Form.

d) Original Proposal Guarantee

The Agency will review responses to this solicitation to determine if the respondent included in its response, an original proposal guarantee in the appropriate amount, as specified in **Section 1.**, Instructions, **Sub-section 1.2**, Response Preparation and Content, **Sub-Section 1.2.2**, Mandatory Response Content, **Item 4**).

1.3.4 Scored Requirements – Evaluation Criteria

1) Technical Response Evaluation

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

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criteria components indicated in **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response), and the maximum points possible specified in **Table 3**, Summary Score Sheet, below.

2) Cost Proposal Evaluation

The Agency will evaluate each Cost Proposal (**Exhibit A-5**, Cost Proposal) and award points. The respondent with the lowest proposed fixed cost (**Exhibit A-5**, Cost Proposal) will receive the maximum points possible in accordance with **Table 3**, Summary Score Sheet, below. The remaining respondents will receive a percentage of the maximum points, rounded to the nearest whole number, using the following formula:

$$(\text{Lowest Cost Proposal} \div \text{Respondent's Cost Proposal}) \times \text{Available Points} = \text{Points Awarded}$$

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TABLE 3					
SUMMARY SCORE SHEET					
	Maximum Points Possible		Weight Factor		Maximum Points Possible
A. Technical Response					
SRC 1 – Organizational Structure and History	0	X	0	=	0
SRC 2 – Respondent Qualifications	15	X	1.5	=	22.5
SRC 3 – Respondent Ability to Receive and Review Level I Screenings	20	X	1.5	=	30
SRC 4 – Respondent Ability to Complete Level II Evaluations	25	X	1.5	=	37.5
SRC 5 – Respondent Ability to Complete Resident Reviews	25	X	1.5	=	37.5
SRC 6 – Respondent Ability to Provide Education, Training, and Ongoing Technical Assistance	20	X	1.25	=	25
SRC 7 – Innovations and Value-Added Services	10	X	1	=	10
SRC 8 – Implementation Plan and Timeline	10	X	1.5	=	15
SRC 9 – Security Rating Score	5	X	0.5	=	2.5
B. Cost Proposal					
Implementation Period	20	X	0.75	=	15
Year One Operations and Maintenance	15	X	0.75	=	11.25
Year Two Operations and Maintenance	15	X	0.75	=	11.25
Year Three Operations and Maintenance	15	X	0.75	=	11.25
Year Four Operations and Maintenance	15	X	0.75	=	11.25
Renewal Year One Operations and Maintenance	5	X	0.75	=	3.75
Renewal Year Two Operations and Maintenance	5	X	0.75	=	3.75
Renewal Year Three Operations and Maintenance	5	X	0.75	=	3.75
Renewal Year Four Operations and Maintenance	5	X	0.75	=	3.75
TOTAL:			255		

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ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

1.3.5 Ranking of Respondents

- 1) A total score will be calculated for each response based on the total maximum points possible as included in **Table 3**, Summary Score Sheet, above.
- 2) The total point scores will be used to rank the responses.

1.3.6 Number of Awards

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

1.3.7 Posting of Notice of Intent to Award

Tabulation of Results, with the recommended Contract award, will be posted to the Vendor Information Portal and will be available for review by interested parties at the time and location specified in **Section 1.**, Instructions, **Sub-Section 1.1**, Overview, **Item 1.1.6**, Solicitation Timeline, **Table 1**, Solicitation Timeline, and will remain posted for a period of seventy-two (72) hours, not including weekends or State observed holidays.

Any respondent desiring to protest the recommended Contract award must file a notice of intent to protest to the Procurement Officer identified in **Section 1.**, Instructions, **Sub-Section 1.1**, Overview, **Item 1.1.5**, Procurement Officer, within the time prescribed in Section 120.57(3) F.S. and Rule 28-110, F.A.C.

Any notice of intent to protest must be filed electronically *or* via United States (U.S.) mail, courier, or hand delivery at the following address:

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

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

Any formal protest must be filed with the Agency Clerk, at the address below, or electronically at <http://apps.ahca.myflorida.com/Efile/>, a link to which can be found on the Agency's public website.

Agency for Health Care Administration
C/O Agency Clerk
2727 Mahan Drive, Mail Stop #3
Building 3, Room 3407C
Tallahassee, Florida 32308-5403

ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

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

1.3.8 Performance Bond

- 1) A performance bond in the amount of ten percent (10%) of the total annual amount of the resulting Contract shall be furnished to the Agency by the successful respondent within thirty (30) calendar days after execution of the resulting Contract and prior to commencement of any work under the resulting Contract.
- 2) The bond shall be furnished to the Agency's Bureau of Purchasing and Contract Administration at:

Bureau of Purchasing and Contract Administration
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop #15
Tallahassee, Florida 32308-5403
- 3) Thereafter, the performance bond shall be furnished on an annual basis, thirty (30) calendar days prior to the new Contract year and be in the amount of ten percent (10%) of the current annual Contract amount.
- 4) A copy of all performance bonds shall be submitted to the Agency's Contract Manager.
- 5) The performance bond must not contain any provisions that shorten the time for bringing an action to a time less than that provided by the applicable Florida Statute of Limitations. (See Section 95.03, F.S.)
- 6) No payments will be made to the successful respondent until an acceptable performance bond is furnished to the Agency. The performance bond shall remain in effect for the full term of the resulting Contract, including any renewal period. The Agency shall be named as the beneficiary of the successful respondent's bond. The bond shall provide that the insurer or bonding company(s) pay losses suffered by the Agency directly to the Agency.
- 7) The cost of the performance bond will be borne by the successful respondent.
- 8) Should the successful respondent terminate the resulting Contract prior to the end of the resulting Contract period, an assessment against the bond will be made by the Agency to cover the costs of issuing a new solicitation and selecting a new Vendor. The successful respondent agrees that the Agency's damages in the event of termination by the successful respondent shall be considered to be for the full amount of the bond. The Agency need not prove the damage amount in exercising its right of recourse against the bond.

ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

1.3.9 Federal Approval

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

1.3.10 Contract Execution

- 1) This solicitation, including all its addenda, the Agency's written response to written questions, and the successful respondent's response shall be incorporated by reference in the final Contract document.
- 2) The successful respondent shall perform its contracted duties in accordance with the resulting Contract, this solicitation, including all addenda, and the successful respondent's response to this solicitation. In the event of conflict among resulting contract documents, any identified inconsistency in the resulting Contract shall be resolved by giving precedence in the following order:
 - a) The resulting Contract, including all attachments, exhibits and any subsequent amendments;
 - b) This solicitation, including all addenda; and
 - c) The successful respondent's response to this solicitation
- 3) The successful respondent shall be registered with the Florida Department of State as an entity authorized to transact business in the State of Florida by the effective date of the resulting Contract.
- 4) The Agency reserves the right to amend the resulting Contract within the scope set forth in this solicitation (to include the original Contract and all attachments) in order to clarify requirements.

2. Special Terms and Conditions

2.1 Venue

- 2.1.1 By responding to this solicitation, in the event of any legal challenges to this procurement, respondents agree and will consent that hearings and depositions for any administrative or other litigation related to this procurement shall be held in Leon County, Florida. The Agency, in its sole discretion, may waive this venue for depositions.
- 2.1.2 Respondents (and their successors, including but not limited to their parent(s), affiliates, subsidiaries, subcontractors, assigns, heirs, administrators, representatives and trustees) acknowledge that this solicitation (including but not limited to the resulting Contract, exhibits, attachments, or amendments) is not a rule nor subject to rulemaking under Chapter 120 (or its successor) of the Florida Statutes and is not subject to challenge as a rule or non-rule policy under any provision of Chapter 120, F.S.

ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

2.1.3 The exclusive venue and jurisdiction for any action in law or in equity to adjudicate rights or obligations arising pursuant to or out of this procurement for which there is no administrative remedy shall be the Second Judicial Circuit Court in and for Leon County, Florida, or, on appeal, the First District Court of Appeal (and, if applicable, the Florida Supreme Court). Any administrative hearings hereon or in connection herewith shall be held in Leon County, Florida.

2.1.4 Attorney's Fees

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

2.2 General Definitions

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

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

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

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

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

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

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

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

EST – Eastern Standard Time

DISASTER RECOVERY PLAN – A plan to ensure continued business processing through adequate alternative facilities, equipment, backup files, documentation and procedures in the event that the primary processing site is lost to the successful respondent.

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

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

ATTACHMENT A
INSTRUCTIONS AND SPECIAL CONDITIONS

formats for exchange of electronic medical information, and to uniformly identify providers.

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

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

STATE – State of Florida.

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

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

WORK DAY – See *Business Day*.

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

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EXHIBIT A-1

QUESTIONS TEMPLATE

[illegible]

EXHIBIT A-1

QUESTIONS TEMPLATE

[illegible]

EXHIBIT A-1

QUESTIONS TEMPLATE

[illegible]

EXHIBIT A-1

QUESTIONS TEMPLATE

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EXHIBIT A-1

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QUESTIONS TEMPLATE

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EXHIBIT A-1

QUESTIONS TEMPLATE

[illegible]

EXHIBIT A-1

QUESTIONS TEMPLATE

[illegible]

EXHIBIT A-1

QUESTIONS TEMPLATE

[illegible]

EXHIBIT A-2 TRANSMITTAL LETTER

All respondents to this solicitation shall utilize **Exhibit A-2**, Transmittal Letter, for submission of its response. **Exhibit A-2** is available for respondents to download at:
<http://ahca.myflorida.com/procurements/index.shtml>.

DATE: Click or tap to enter a date.

RESPONDENT NAME:

RESPONDENT ADDRESS:

RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID):

The respondent shall provide an official contact and an alternate contact. Both the official contact person and the alternate contact person must have the authority to bind the respondent to a contract. Both person's signatures must be included.

OFFICIAL CONTACT PERSON:

NAME:

TITLE:

ADDRESS:

EMAIL ADDRESS:

TELEPHONE NUMBER:

SIGNATURE: _____

ALTERNATE CONTACT PERSON:

NAME:

TITLE:

ADDRESS:

EMAIL ADDRESS:

TELEPHONE NUMBER:

SIGNATURE: _____

Failure to submit, Exhibit A-2, Transmittal Letter, signed by authorized officials who each have the authority to bind the respondent to a contract, may result in the rejection of response.

EXHIBIT A-3 REQUIRED CERTIFICATIONS AND STATEMENTS

RESPONDENT NAME: _____

1. ACCEPTANCE OF SOLICITATION REQUIREMENTS

I hereby certify that I understand and agree that my organization has read all requirements and Agency specifications provided in this solicitation, accepts said requirements, and that this response is made in accordance with the provisions of such requirements and specifications. By my written signature below, I guarantee and certify that all items included in this response shall meet or exceed any and all such requirements and Agency specifications. I further agree, if awarded a contract resulting from this solicitation, to deliver services that meet or exceed the requirements and specifications provided in this solicitation.

AND

2. ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

I hereby certify that in responding to this solicitation, should my organization be awarded a contract resulting from this solicitation, it agrees to accept and comply with all terms and conditions as specified in this solicitation and in the Agency Standard Contract (**Exhibit A-7, including its Attachments**).

AND

3. RELEASE OF REDACTED RESPONSE

I hereby authorize release of the redacted version of the response required by **Attachment A**, Instructions and Special Conditions, **Section 1.**, Instructions, **Sub-Section 1.3**, Response Submission Requirements, **Item 1.3.1**, Hardcopy and Electronic Submission Requirements, **Sub-Item 3**), Electronic Copy of the Response, **Part e**), Electronic Redacted Copies, in the event the Agency receives a public records request.

AND

4. STATEMENT OF NO INVOLVEMENT

I hereby certify that neither my organization nor any person with an interest in the organization had any prior involvement in performing a feasibility study of the implementation of the subject Contract, in drafting of this solicitation or in developing the subject program.

AND

5. PROHIBITION OF GRATUITIES

I hereby certify that no elected official or employee of the State of Florida has or shall benefit financially or materially from such response or subsequent contract in violation of the provisions of Chapter 112, Florida Statutes (F.S.). I understand that any contract issued as a result of this solicitation may be terminated if it is determined that gratuities of any kind were either offered or received by any of the aforementioned parties.

EXHIBIT A-3 REQUIRED CERTIFICATIONS AND STATEMENTS

AND

6. NON-COLLUSION CERTIFICATION

I hereby certify that all persons, companies, or parties interested in the response as principals are named therein, that the response is made without collusion with any other person, persons, organization, or parties submitting a response; that it is in all respects made in good faith; and as the signer of the response, I have full authority to legally bind the respondent to the provisions of this solicitation.

AND

7. PERFORMANCE OF SERVICES

I hereby certify my organization shall make a documented good faith effort to ensure all services, provided directly or indirectly under the Contract resulting from this solicitation, will be performed within the State of Florida.

AND

8. PERFORMANCE OF SERVICES

I hereby certify my organization shall ensure all services, provided under the Contract resulting from this solicitation, will be performed within the borders of the United States and its territories and protectorates.

AND

9. ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION

The standards on organizational conflicts of interest in Chapter 48, Code of Federal Regulations (CFR) and Section 287.057(17), F.S. apply to this solicitation. A respondent with an actual or potential organizational conflict of interest shall disclose the conflict. If the respondent believes the conflict of interest can be mitigated, neutralized or avoided, the respondent shall include with its response a Conflict of Interest Mitigation Plan. The plan shall, at a minimum:

- a) Identify any relationship, financial interest or other activity which may create an actual or potential organizational conflict of interest.
- b) Describe the actions the respondent intends to take to mitigate, neutralize, or avoid the identified organizational conflicts of interest.
- c) Identify the official within the respondent's organization responsible for making conflict of interest determinations.

The Conflict of Interest Mitigation Plan will be evaluated as acceptable or not acceptable and will be used to determine respondent responsibility, as defined in Section 287.012(25), F.S. The Agency reserves the right to request additional information from the respondent or other sources, as deemed necessary, to determine whether or not the plan adequately neutralizes, mitigates, or avoids the identified conflicts.

EXHIBIT A-3 REQUIRED CERTIFICATIONS AND STATEMENTS

Pursuant to the aforementioned requirements, I hereby certify that, to the best of my knowledge, my organization (including its subcontractors, subsidiaries and partners):

Please check the applicable paragraph below:

- ☐ Has no existing relationship, financial interest or other activity which creates any actual or potential organizational conflicts of interest relating to the award of a contract resulting from this solicitation.
- ☐ Has included information in its response to this solicitation detailing the existence of actual or potential organizational conflicts of interest and has provided a "Conflict of Interest Mitigation Plan", as outlined above.

AND

10. RESPONDENT ATTESTATION FOR EXHIBIT A-4

I hereby certify that no modification and/or alteration has been made to the template, narrative and/or instructions contained in **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response).

I understand the Agency will not consider supplemental response narrative for evaluation which is not contained within the response sections contained in **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response).

AND

11. RESPONDENT ATTESTATION REGARDING SCRUTINIZED COMPANIES LIST

Pursuant to Section 287.135, F.S. I certify that:

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

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

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EXHIBIT A-3 REQUIRED CERTIFICATIONS AND STATEMENTS

AND

12. JOINT VENTURE OR PARTNERSHIPS

This response is made as a joint venture or partnership. The members of the joint venture or partnership are listed below.

AND

13. NAMES OF OPERATION

I hereby certify the following is a list of all names under which my organization has operated during the past five (5) years from the date of solicitation issuance, as specified in **Attachment A**, Instructions and Special Conditions, **Section 1.**, Instructions, **Sub-Section 1.1**, Overview, **1.1.4**, Date of Issuance.

AND

14. CERTIFICATION REGARDING TERMINATED CONTRACTS

I hereby certify that my organization (including its subsidiaries and affiliates) has not unilaterally or willfully terminated any previous contract prior to the end of the Contract with a State or the Federal government and has not had a contract terminated by a State or the Federal government for cause, prior to the end of the Contract, within the past five (5) years from the date of solicitation issuance, as specified in **Attachment A**, Instructions and Special Conditions, **Section 1.**, Instructions, **Sub-Section 1.1**, Overview, **Item 1.1.4**, Date of Issuance, other than those listed on **Page 5** of this Exhibit.

EXHIBIT A-3
REQUIRED CERTIFICATIONS AND STATEMENTS

AND

15. LIST OF TERMINATED CONTRACTS

List the terminated Contracts in chronological order and provide a brief description (half-page or less) of the reason(s) for the termination. Additional pages may be submitted; however, no more than five (5) additional pages should be submitted in total.

The Agency is not responsible for confirming the accuracy of the information provided.

The Agency reserves the right within its sole discretion, to determine the respondent to be an irresponsible bidder based on any or all of the listed Contracts and therefore may reject the response.

Respondent Name:

Client's Name:

Term of Terminated Contract:

Description of Services:

Brief Summary of Reason(s) for Contract Termination:

Respondent Name:

Client's Name:

Term of Terminated Contract:

Description of Services:

Brief Summary of Reason(s) for Contract Termination:

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

Signature below indicates the respondent's full acknowledgement of; understanding of; and agreement with all of the certifications and statements identified above in Items 1 through 15 as written and without caveat.

Respondent Name

Authorized Official Signature

Date

Authorized Official Printed Name

Authorized Official Title

Failure to submit, Exhibit A-3, Required Certifications and Statements, signed by an authorized official may result in the rejection of response.

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AHCA RFP 001-26/27, EXHIBIT A-3-a
VENDOR CERTIFICATION FORM

I hereby certify the following on behalf of the vendor identified below:

<u>Customer Indicator</u> (Required, N/A, Determined by Vendor)	<u>Vendor Indicator</u> (Certified, N/A)	<u>Certification</u>
Required	Certified	Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., the vendor is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at https://www.sbafla.com/governance/global-governance-mandates/
Required	Certified	If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at https://www.sbafla.com/reporting/
Required	Certified	The vendor is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the contract obligations. The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of section 287.1351, F.S., that identify the impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in section 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services.
Required	Certified	If the contract grants the vendor access to an individual's personal identifying information, the vendor is not prohibited from entering into the contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form,"

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VENDOR CERTIFICATION FORM

		available at http://www.flrules.org/Gateway/reference.asp?No=Ref-15843 , and submitted it to the Agency.
N/A	N/A	If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-14614 , and submitted it to the Agency.
Required	Certified	The vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S.
Required	Certified	The vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.
Required	Certified	If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor has completed an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S. To fulfill this requirement, the vendor has completed Form PUR 2024, "Part A: Use of Coercion for Labor and Services," and submitted it to the Agency.
N/A	N/A	If the Contract is for the provision of commodities, in accordance with section 287.1346, F.S., the vendor, and any entity under the control of vendor, has not been placed on the Forced Vendor List within the past 365 days or, if placed on the Forced Vendor List, has been removed pursuant to section 287.1346(5)(d), F.S. If the Contract is for the provision of commodities, the Contractor will submit, prior to entering into or renewing the Contract, a written certification from senior management, as defined in section 287.1346(1)(c), F.S., which certifies to the best of their knowledge the commodities being offered pursuant to this solicitation have not been produced, in whole or in part, by forced labor. To fulfill this requirement, the vendor has completed Form PUR 2024, "Part B: Provision of Commodities Produced by Forced Labor," and submitted it to the Agency. The vendor is hereby informed of the provisions of section 287.1346, F.S., that identify the impacts to a vendor's ability to respond to the competitive solicitations of a state agency; to be awarded or perform

AHCA RFP 001-26/27, EXHIBIT A-3-a
VENDOR CERTIFICATION FORM

		work as a contractor, supplier, subcontractor, or consultant under a contract with a state agency; or to transact business for the provision of commodities with a state agency if it, or entities under the control of the vendor, is placed on the forced labor list in accordance with section 287.1346, F.S.
--	--	--

By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the vendor.

Vendor Information

Signatory

_____ Company Name	_____ Signature	_____ Date
_____ FEIN	_____ Typed or Printed Name	
	_____ Title	

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EXHIBIT A-4
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA
COMPONENTS (TECHNICAL RESPONSE)

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EXHIBIT A-4

SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)

INSTRUCTIONS TO RESPONDENTS FOR THE COMPLETION OF EXHIBIT A-4

All respondents to this solicitation shall utilize **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response), for submission of its response and shall adhere to the instructions below for each Submission Requirement Component (SRC).

Respondents **shall not** include website links, embedded links, and/or cross references between SRCs.

Each SRC contains form fields. Population of the form fields with text will allow the form field to expand and cross pages. Text responses must be formatted for 8-1/2' x 11" paper, single-spaced, and in a size 11 Arial font. **NOTE: SRC form fields are not limited to a specific character count. However, the information should be presented judiciously and concisely, while providing sufficient detail to enable a thorough evaluation.**

Respondents may provide attachments to support their response including, but not limited to, tables, charts, and exhibits. Attachments are acceptable for any SRC response with a form field but must be referenced in the form field for the respective SRC and located behind each respective SRC response. Respondents shall name and label attachments to refer to respective SRCs using the SRC identifier number (Example: SRC 2).

Note: In addition to the complete, electronic PDF copy of this Exhibit, the Respondent should submit its response to each SRC in a separate electronic folder that is labeled with the SRC number. The electronic folder for each SRC response should contain the response to the SRC along with all attachments applicable to the SRC.

Agency evaluators will be instructed to evaluate the responses based on the narrative contained in the SRC form fields and the associated attachment(s), if applicable.

Each response will be independently evaluated and awarded points based on the criteria and points scale using the Standard Evaluation Criteria Scale below unless otherwise identified in each SRC contained within **Exhibit A-4**.

STANDARD EVALUATION CRITERIA SCALE	
Point Score	Evaluation
0	The component was <u>not addressed</u> anywhere in the response submission.
1	The component response is <u>unsatisfactory</u> . It contained significant deficiencies and omissions and lacked meaningful detail.
2	The component response is <u>poor</u> . It met some of the minimum requirements but did not address all elements requested.
3	The component response is <u>adequate</u> . It met the minimum requirements with minimal content and detail.
4	The component response is <u>good</u> . It exceeded the minimum requirements and contained good content and detail.
5	The component response is <u>excellent</u> . It exceeded the minimum requirements and contained exceptional content and detail.

EXHIBIT A-4
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA
COMPONENTS (TECHNICAL RESPONSE)

The SRCs in **Exhibit A-4** may not be retyped and/or modified and must be submitted in the original format.

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

FAILURE TO SUBMIT AN SRC MAY RESULT IN REJECTION OF THE RESPONSE.

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

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EXHIBIT A-4
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA
COMPONENTS (TECHNICAL RESPONSE)

RESPONDENT NAME: _____

SRC 1: ORGANIZATIONAL STRUCTURE AND HISTORY

The Respondent shall demonstrate its capability to provide the services specified in **Attachment B**, Scope of Services, by describing its organizational structure, history, staffing levels, and staff qualifications. At a minimum, the description should include:

1. The Respondent's organizational structure, ownership, affiliations, and location(s).
2. The Respondent's corporate organizational chart, and a depiction of where the services described in **Attachment B**, Scope of Services, fall within the organizational structure.
3. Background information on the Respondent's corporation, the size, and resources, to include:
 - a. Date established
 - b. Ownership (public company, partnership, subsidiary, etc.)
 - c. Corporation's Federal Employer Identification Number (FEIN) and Florida Corporate Charter Number
 - d. Corporation's primary line of business
 - e. Total number of employees, including the number of employees located in Florida

Attachments are limited to:

- An organizational chart of the Respondent
- List of its physical location(s)

Response:

Score: No points will be awarded for this SRC.

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EXHIBIT A-4

SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)

SRC 2: RESPONDENT QUALIFICATIONS

The Respondent shall demonstrate its capability to provide the services specified in **Attachment B**, Scope of Services, by describing its relevant experience providing services similar in nature to those described in **Attachment B**, Scope of Service. Details should include a list of all contracts related to services similar in nature to those described in this RFP within the last five (5) years, and should include, at a minimum:

1. Relevant experience with designing, developing, and implementing a similar program.
2. Relevant experience maintaining a similar program.
3. Staff resources, position titles, licenses, qualifications, number of Respondent staff, and utilization of subcontractors used to complete the project.

Response:

Evaluation Criteria:

1. The adequacy of the Respondent's relevant experience with designing, developing and implementing a similar program to the requirements outlined in **Attachment B**, Scope of Services.
2. The adequacy of the Respondent's relevant experience maintaining a similar program to the requirements outlined in **Attachment B**, Scope of Services.
3. The adequacy of the Respondent's description of staff resources, position titles, qualifications, number of Respondent staff, and utilization of subcontractors used to complete the project.

Score: This section is worth a maximum of 15 points. Each of the above components are worth the maximum points provided in the Standard Evaluation Criteria Scale.

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EXHIBIT A-4

SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)

SRC 3: RESPONDENT ABILITY TO RECEIVE AND REVIEW LEVEL I SCREENINGS

The Respondent shall demonstrate its ability to ensure that Level I screenings are completed prior to all new admissions to a nursing facility, as defined in Rule 59G-1.040, F.A.C, and outlined in **Attachment B**, Scope of Services, **Section I.**, Service(s) to be Provided, **Sub-section E.**, Services Provided by the Vendor, **Item 2.**, Level I Screenings. Details should include, at a minimum:

1. Policies and procedures to receive and review Level I screening requests submitted by Agency-delegated Level I screeners.
2. Clinical criteria that shall be used in determining whether the Level I screening results in a positive or negative Level I.
3. Demonstration of a web-based system with the ability for Level I screeners to complete and submit Level I screenings.

Response:

Evaluation Criteria:

1. The adequacy of the respondent's policies and procedures to receive and review Level I screenings.
2. The adequacy of the clinical criteria submitted to determine if Level I screenings should result in a positive or negative Level I.
3. The adequacy of the web-based system for completion and submission of Level I screenings.
4. The adequacy of the respondent's ability to provide all Level I Screening requirements outlined in **Attachment B**, Scope of Services.

Score: This section is worth a maximum of 20 points. Each of the above components are worth the maximum points provided in the Standard Evaluation Criteria Scale.

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EXHIBIT A-4

SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)

SRC 4: RESPONDENT ABILITY TO COMPLETE LEVEL II EVALUATIONS

The Respondent shall demonstrate their ability to complete Level II Evaluations in accordance with the requirements specified in Rule 59G-1.040, F.A.C., 42 CFR Sections 483.100-483.138, and outlined in the **Attachment B**, Scope of Services, **Section I.**, Service(s) to be Provided, **Sub-section E.**, Services Provided by the Vendor, **Item 3.**, Level II Evaluations. Details should include, at a minimum:

1. Policies and procedures to complete Level II Evaluations.
2. The experience and expertise of the clinical staff completing the Level II Evaluations.
3. Clinical criteria to confirm the suspicion of serious mental illness and/or intellectual disability and to determine if specialized services are needed.
4. Demonstration of a web-based system with the ability to receive all documentation necessary for Level II evaluations.

Response:

Evaluation Criteria:

1. The adequacy of the respondent's policies and procedures to complete Level II evaluations.
2. The adequacy of the levels and experience of the clinical staff needed to complete Level II Evaluations.
3. The adequacy of the clinical criteria submitted to confirm suspicion of serious mental illness and/or intellectual disability and to determine if specialized services are needed.
4. The adequacy of the web-based system to receive all documentation needed for Level II Evaluations.
5. The adequacy of the respondent's ability to provide all Level II Evaluation requirements outlined in **Attachment B**, Scope of Services.

Score: This section is worth a maximum of 25 points. Each of the above components are worth the maximum points provided in the Standard Evaluation Criteria Scale.

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EXHIBIT A-4

SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)

SRC 5: RESPONDENT ABILITY TO COMPLETE RESIDENT REVIEWS

The Respondent shall demonstrate their ability to complete Resident Reviews in accordance with the requirements specified in Rule 59G-1.040, F.A.C, and outlined in **Attachment B**, Scope of Services, **Section I.**, Service(s) to be Provided, **Sub-section E.**, Services Provided by the Vendor, **Item 4.**, Resident Reviews. Details should include, at a minimum:

1. Policies and procedures to complete Resident Reviews.
2. The appropriate clinical staff licensed in the State of Florida who meet the qualifications specified in **Attachment B**, Scope of Services, **Section I.**, Service(s) to be Provided, **Sub-section E.**, Services Provided by the Vendor, **Item 16.**, Staffing Requirements.
3. Clinical criteria to confirm the suspicion of serious mental illness and/or intellectual disability and to determine if specialized services are needed.
4. Demonstration of a web-based system with the ability to receive all documentation necessary for Resident Reviews.

Response:

Evaluation Criteria:

1. The adequacy of the respondent's policies and procedures to complete Resident Reviews.
2. The adequacy of the levels and experience of the clinical staff needed to complete Resident Reviews.
3. The adequacy of the clinical criteria submitted to confirm suspicion of serious mental illness and/or intellectual disability and to determine if specialized services are needed.
4. The adequacy of the web-based system to receive all documentation needed for Resident Reviews.
5. The adequacy of the respondent's ability to complete all Resident Review requirements outlined in **Attachment B**, Scope of Services.

Score: This section is worth a maximum of 25 points. Each of the above components are worth the maximum points provided in the Standard Evaluation Criteria Scale.

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EXHIBIT A-4

SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)

SRC 6: RESPONDENT ABILITY TO PROVIDE EDUCATION, TRAINING, AND ONGOING TECHNICAL ASSISTANCE

The Respondent shall demonstrate their ability to provide education, training, and ongoing technical assistance to Agency staff and all entities involved in the PASRR process. Details should include, at a minimum:

1. Policies and procedures to provide education, training, and on-going technical support for the entire PASRR process to all entities involved.
2. Detailed education and training plan for on-going, face-to-face and web-based training.
3. The appropriate staffing levels to conduct face-to-face and web-based training state-wide to all entities involved in the PASRR process.

Response:

Evaluation Criteria:

1. The adequacy of the respondent's policies and procedures to provide education, training, and technical assistance.
2. The adequacy of the training and education plan.
3. The adequacy of the staffing levels to provide state-wide training on an on-going basis.
4. The adequacy of the respondent's ability to complete all training and technical assistance requirements outlined in **Attachment B**, Scope of Services.

Score: This section is worth a maximum of 20 points. Each of the above components are worth the maximum points provided in the Standard Evaluation Criteria Scale.

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EXHIBIT A-4 SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)

SRC 7: INNOVATIONS AND VALUE-ADDED SERVICES

The Respondent should demonstrate its ability to provide innovative, data-driven approaches for PASRR process improvement and may offer value-added services to enhance the PASRR process.

For the purposes of this SRC, “value-added services” are defined as PASRR process-related services that are offered in addition to the services required in **Attachment B**, Scope of Services; increase the value of the Contract to the Agency; and are offered by the Respondent at **no additional cost** to the Agency. At a minimum, the Respondent should address innovations and/or value-added services around the following PASRR process elements:

1. Use of the PASRR in care planning, care coordination, and community transitions.
2. Use of PASRR data and insights to improve the PASRR program and patient outcomes.

NOTE: If selected for award, the Agency reserves the right to accept or reject any and all innovations and value-added services proposed by the Respondent in this Exhibit A-4.

Response:

Evaluation Criteria:

1. The adequacy of the Respondent’s innovations and/or value-added services to use PASRR in care planning, care coordination, and community transitions.
2. The adequacy of the Respondent’s innovations and value-added services for developing a data-driven approach to PASRR program improvement.

Score: This section is worth a maximum of 10 points. Each of the above components are worth the maximum points provided in the Standard Evaluation Criteria Scale.

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EXHIBIT A-4
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA
COMPONENTS (TECHNICAL RESPONSE)

SRC 8: IMPLEMENTATION PLAN AND TIMELINE

The Respondent should demonstrate their ability to be operational within ninety (90) days of Contract execution. Details should include, at a minimum:

1. Implementation plan and timeline for full operation.

Response:

Evaluation Criteria:

1. The adequacy of the respondent's implementation plan and timeline.
2. Respondent's ability to be fully operational within 90 days of contract execution.

Score: This section is worth a maximum of 10 points. Each of the above components are worth the maximum points provided in the Standard Evaluation Criteria Scale.

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EXHIBIT A-4

SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)

SRC 9: SECURITY RATING SCORE

In accordance with **Attachment B**, Scope of Services, **Section X.**, Information Technology, **Sub-Section T.**, the Agency will conduct an initial IT security risk score scan on the respondent, using the “Cyber Rating” as provided by RiskRecon by Mastercard, as well as periodic or continuous security monitoring, at the Agency's expense, to enable the Agency to effectively measure and mitigate the successful respondent's security risks. If awarded, the respondent will work with the Agency's Cyber Security Rating Provider (RiskRecon by Mastercard) to define the relevant respondent assets providing Agency services.

NOTE: The respondent is not required to submit any narrative response or documentation for this SRC.

Evaluation Criteria:

The adequacy of the Respondent's IT security by determining whether the Respondent has received:

- a. An “A” Cyber Rating by RiskRecon by Mastercard;
- b. A “B” Cyber Rating by RiskRecon by Mastercard;
- c. A “C” Cyber Rating by RiskRecon by Mastercard; and
- d. A “D” or “F” Cyber Rating by RiskRecon by Mastercard.

Score: This Section is worth a maximum of 5 raw points as outlined below. If the respondent receives a “D or F” rating, 0 points will be assigned:

- a. 5 points for an “A” Cyber Rating;
- b. 4 points for a “B” Cyber Rating;
- c. 3 points for a “C” Cyber Rating; and
- d. 0 points for a “D” or “F” Cyber Rating.

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EXHIBIT A-5 - COST PROPOSAL

Cost Proposal Tab Instructions

1. Where indicated in Table A, Implementation Period, the respondent shall propose a fixed, one-time cost to complete all implementation tasks and activities as specified in the final implementation plan, which will be pre-approved by the Agency.
2. Where indicated in Table B, Year One Operations, the respondent shall propose a fixed monthly cost for Year One Operations.
3. Where indicated in Table C, Year Two Operations, the respondent shall propose a fixed monthly cost for Year Two Operations.
4. Where indicated in Table D, Year Three Operations, the respondent shall propose a fixed monthly cost for Year Three Operations.
5. Where indicated in Table E, Year Four Operations, the respondent shall propose a fixed monthly cost for Year Four Operations.
6. Where indicated in Table F, Renewal Year One Operations, the respondent shall propose a fixed monthly cost for Renewal Year One Operations.
7. Where indicated in Table G, Renewal Year Two Operations, the respondent shall propose a fixed monthly cost for Renewal Year Two Operations.
8. Where indicated in Table H, Renewal Year Three Operations, the respondent shall propose a fixed monthly cost for Renewal Year Three Operations.
9. Where indicated in Table I, Renewal Year Four Operations, the respondent shall propose a fixed monthly cost for Renewal Year Three Operations.
10. The respondent shall not provide a pricing range in Exhibit A-5 or Exhibit A-5-a. Supplemental documentation for Exhibit A-5 or Exhibit A-5-a will not be accepted. The Agency will not agree to caveats in the proposed prices within Exhibit A-5 and Exhibit A-5-a.
11. The respondent must include the required Exhibit A-5-a, Detailed Budget, with this cost proposal to support and justify its proposed one-time fixed implementation cost, each of its proposed three (3) fixed annual operation year costs and each of its proposed three (3) fixed annual renewal year operation costs.

EXHIBIT A-5 - COST PROPOSAL

Table A - Implementation Period	Total Cost
Proposed Fixed One-Time Implementation Cost	\$ -

Table B - Year One Operations and Maintenance	Monthly Cost	Units	Total Annual Cost
Proposed Year One Fixed Monthly Cost for PASRR Process Operations and Maintenance	\$ -	12	\$ -

Table C - Year Two Operations and Maintenance	Monthly Cost	Units	Total Annual Cost
Proposed Year Two Fixed Monthly Cost for PASRR Process Operations and Maintenance	\$ -	12	\$ -

Table D - Year Three Operations and Maintenance	Monthly Cost	Units	Total Annual Cost
Proposed Year Three Fixed Monthly Cost for PASRR Process Operations and Maintenance	\$ -	12	\$ -

Table E - Year Four Operations and Maintenance	Monthly Cost	Units	Total Annual Cost
Proposed Year Four Fixed Monthly Cost for PASRR Process Operations and Maintenance	\$ -	12	\$ -

Renewal Year Costs

Table F - Renewal Year One Operations and Maintenance	Monthly Cost	Units	Total Annual Cost
Proposed Renewal Year One Fixed Monthly Cost for PASRR Process Operations and Maintenance	\$ -	12	\$ -

Table G - Renewal Year Two Operations and Maintenance	Monthly Cost	Units	Total Annual Cost
Proposed Renewal Year Two Fixed Monthly Cost for PASRR Process Operations and Maintenance	\$ -	12	\$ -

Table H - Renewal Year Three Operations and Maintenance	Monthly Cost	Units	Total Annual Cost
Proposed Renewal Year Three Fixed Monthly Cost for PASRR Process Operations and Maintenance	\$ -	12	\$ -

Table I - Renewal Year Four Operations and Maintenance	Monthly Cost	Units	Total Annual Cost
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EXHIBIT A-5 - COST PROPOSAL

Proposed Renewal Year Four Fixed Monthly Cost for PASRR Process Operations and Maintenance	\$ -	12	\$ -
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Implementation Period Total Cost	\$ -
Initial Years (1-4) Operations and Maintenance Total Cost	\$ -
Renewal Years (1-4) Operations and Maintenance Total Cost	\$ -
Total Proposed Cost (Implementation, Initial & Renewal Years)	\$ -

Respondent Name

Date

Authorized Official Signature

Authorized Official Printed Name

The Agency will evaluate renewal year proposals as part of the evaluation and scoring process. Proposed cost will be applied in the event the resulting contract is renewed.

Failure to submit, Exhibit A-5, Cost Proposal, signed by an authorized official may result in the rejection of response.

EXHIBIT A-5-a **DETAILED BUDGET & RATE CARD**

The following proposed detailed budget shall include costs required for providing the services specified in this solicitation, and shall support and justify the costs as provided in Exhibit A-5, Cost Proposal.

DESCRIPTION OF EXPENSES	IMPLEMENTATION PERIOD	YEAR ONE OPERATIONS	YEAR TWO OPERATIONS	YEAR THREE OPERATIONS
DIRECT PERSONNEL				
Salaries:	\$0.00	\$0.00	\$0.00	\$0.00
Fringe Benefits:	\$0.00	\$0.00	\$0.00	\$0.00
Total Salaries Expense:	\$0.00	\$0.00	\$0.00	\$0.00
Temporary Personnel Services:	\$0.00	\$0.00	\$0.00	\$0.00
Contracted Personnel:	\$0.00	\$0.00	\$0.00	\$0.00
Other Personnel:	\$0.00	\$0.00	\$0.00	\$0.00
Other Personnel:	\$0.00	\$0.00	\$0.00	\$0.00
Other Personnel:	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL DIRECT PERSONNEL:	\$0.00	\$0.00	\$0.00	\$0.00
OTHER DIRECT				
Office Supplies:	\$0.00	\$0.00	\$0.00	\$0.00
Postage, Shipping, Fulfillment:	\$0.00	\$0.00	\$0.00	\$0.00
Software, Hardware:	\$0.00	\$0.00	\$0.00	\$0.00
Equipment Rental/Purchase:	\$0.00	\$0.00	\$0.00	\$0.00
Office Rent (Occupancy):	\$0.00	\$0.00	\$0.00	\$0.00
Printing/Graphics (Materials):	\$0.00	\$0.00	\$0.00	\$0.00
Travel – Training:	\$0.00	\$0.00	\$0.00	\$0.00
Travel – Other:	\$0.00	\$0.00	\$0.00	\$0.00
Telephone Charges:	\$0.00	\$0.00	\$0.00	\$0.00
Professional Services:	\$0.00	\$0.00	\$0.00	\$0.00
Advertising:	\$0.00	\$0.00	\$0.00	\$0.00
Training, Licensing, Recruiting:	\$0.00	\$0.00	\$0.00	\$0.00
Legal, Taxes, Miscellaneous:	\$0.00	\$0.00	\$0.00	\$0.00
Other Direct:	\$0.00	\$0.00	\$0.00	\$0.00
Other Direct:	\$0.00	\$0.00	\$0.00	\$0.00
Other Direct:	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL OTHER DIRECT*:	\$0.00	\$0.00	\$0.00	\$0.00

EXHIBIT A-5-a
DETAILED BUDGET & RATE CARD

DESCRIPTION OF EXPENSES	IMPLEMENTATION PERIOD	YEAR ONE OPERATIONS	YEAR TWO OPERATIONS	YEAR THREE OPERATIONS
CAPITAL				
Telecommunications Equipment:	\$0.00	\$0.00	\$0.00	\$0.00
Computer Equipment:	\$0.00	\$0.00	\$0.00	\$0.00
Furniture:	\$0.00	\$0.00	\$0.00	\$0.00
Installation/Construction:	\$0.00	\$0.00	\$0.00	\$0.00
Other Capital:	\$0.00	\$0.00	\$0.00	\$0.00
Other Capital:	\$0.00	\$0.00	\$0.00	\$0.00
Other Capital:	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CAPITAL*:	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL DIRECT PERSONNEL:	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL OTHER DIRECT:	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CAPITAL:	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CONTRACT EXPENSES*:	\$0.00	\$0.00	\$0.00	\$0.00

EXHIBIT A-5-a
DETAILED BUDGET & RATE CARD

DESCRIPTION OF EXPENSES	RENEWAL YEAR ONE OPERATIONS	RENEWAL YEAR TWO OPERATIONS	RENEWAL YEAR THREE OPERATIONS
DIRECT PERSONNEL			
Salaries:	\$0.00	\$0.00	\$0.00
Fringe Benefits:	\$0.00	\$0.00	\$0.00
Total Salaries Expense:	\$0.00	\$0.00	\$0.00
Temporary Personnel Services:	\$0.00	\$0.00	\$0.00
Contracted Personnel:	\$0.00	\$0.00	\$0.00
Other Personnel:	\$0.00	\$0.00	\$0.00
Other Personnel:	\$0.00	\$0.00	\$0.00
Other Personnel:	\$0.00	\$0.00	\$0.00
TOTAL DIRECT PERSONNEL:	\$0.00	\$0.00	\$0.00
OTHER DIRECT			
Office Supplies:	\$0.00	\$0.00	\$0.00
Postage, Shipping, Fulfillment:	\$0.00	\$0.00	\$0.00
Software, Hardware:	\$0.00	\$0.00	\$0.00
Equipment Rental/Purchase:	\$0.00	\$0.00	\$0.00
Office Rent (Occupancy):	\$0.00	\$0.00	\$0.00
Printing/Graphics (Materials):	\$0.00	\$0.00	\$0.00
Travel – Training:	\$0.00	\$0.00	\$0.00
Travel – Other:	\$0.00	\$0.00	\$0.00
Telephone Charges:	\$0.00	\$0.00	\$0.00
Professional Services:	\$0.00	\$0.00	\$0.00
Advertising:	\$0.00	\$0.00	\$0.00
Training, Licensing, Recruiting:	\$0.00	\$0.00	\$0.00
Legal, Taxes, Miscellaneous:	\$0.00	\$0.00	\$0.00
Other Direct:	\$0.00	\$0.00	\$0.00
Other Direct:	\$0.00	\$0.00	\$0.00
Other Direct:	\$0.00	\$0.00	\$0.00
TOTAL OTHER DIRECT*:	\$0.00	\$0.00	\$0.00

EXHIBIT A-5-a
DETAILED BUDGET & RATE CARD

DESCRIPTION OF EXPENSES	RENEWAL YEAR ONE OPERATIONS	RENEWAL YEAR TWO OPERATIONS	RENEWAL YEAR THREE OPERATIONS
CAPITAL			
Telecommunications Equipment:	\$0.00	\$0.00	\$0.00
Computer Equipment:	\$0.00	\$0.00	\$0.00
Furniture:	\$0.00	\$0.00	\$0.00
Installation/Construction:	\$0.00	\$0.00	\$0.00
Other Capital:	\$0.00	\$0.00	\$0.00
Other Capital:	\$0.00	\$0.00	\$0.00
Other Capital:	\$0.00	\$0.00	\$0.00
TOTAL CAPITAL*:	\$0.00	\$0.00	\$0.00
TOTAL DIRECT PERSONNEL:	\$0.00	\$0.00	\$0.00
TOTAL OTHER DIRECT:	\$0.00	\$0.00	\$0.00
TOTAL CAPITAL:	\$0.00	\$0.00	\$0.00
TOTAL CONTRACT EXPENSES*:	\$0.00	\$0.00	\$0.00

*The Agency reserves the right to request the return of any hardware, software, equipment and furniture purchased by the successful Vendor using funds from the resulting Contract. In the event the Agency does not desire to have the hardware, software, equipment and furniture returned, the successful Vendor may retain said ownership.

EXHIBIT A-5-a
DETAILED BUDGET & RATE CARD

Respondent Name

Authorized Official Signature

Date

Authorized Official Printed Name

Authorized Official Title

The Agency will evaluate renewal year proposals as part of the evaluation and scoring process. Proposed cost will be applied in the event the resulting contract is renewed.

Exhibit A-5-a, Detailed Budget, shall not include a cost that exceeds the maximum contract amount listed in Attachment A, Instructions and Special Conditions, Section 1., Instructions, Sub-Section 1.1, Overview, Item 13., Type and Amount of Contract Contemplated. A response which contains a cost proposal that exceeds the Agency's maximum contract amount will be rejected.

Failure to submit, Exhibit A-5-a, Detailed Budget, signed by an authorized official may result in the rejection of response.

EXHIBIT A-5-a **DETAILED BUDGET & RATE CARD**

The following Rate Card shall be used to propose costs for any changes or modifications requested by the Agency that require additional staff commitments beyond what is required by the Contract.

Note: Hourly rates shall remain fixed for the first two (2) years of the Contract. For the remaining Contract term, including renewal years, the Vendor's hourly rate pricing shall not increase by more than five percent (5%) per Contract year, beginning in Contract Year 3.

No.	Position Title	Position Description	Minimum Certifications & Qualifications	Hourly Rate
1				\$0.00
2				\$0.00
3				\$0.00
4				\$0.00
5				\$0.00
6				\$0.00
7				\$0.00
8				\$0.00
9				\$0.00
10				\$0.00
11				\$0.00
12				\$0.00
13				\$0.00
14				\$0.00
15				\$0.00
16				\$0.00
17				\$0.00
18				\$0.00
19				\$0.00
20				\$0.00
21				\$0.00
22				\$0.00
23				\$0.00
24				\$0.00
25				\$0.00

EXHIBIT A-5-a
DETAILED BUDGET & RATE CARD

26				\$0.00
27				\$0.00
28				\$0.00
29				\$0.00
30				\$0.00

EXHIBIT A-6

CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

In the event of Identical or Tie Bids/Proposals: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tied awards will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Respondent Name

Authorized Official Signature

Date

Authorized Official Printed Name

Authorized Official Title

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

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

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I. THE VENDOR HEREBY AGREES:

A. General Provisions

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

B. Florida Department of State

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

C. MyFloridaMarketPlace

1. Each Vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012, Florida Statutes (F.S.), shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.033, Florida Administrative Code (F.A.C.).
2. This Contract has been exempted by the Florida Department of Management Services from paying the transaction fee per Rule 60A-1.031(7)(a and b), F.A.C. **Only include in contracts that are federally funded through CMS or other contracts that have been exempted by DMS.**
3. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S. (2023), all payments for commodities and/or contractual services as defined in Section 287.012, F.S., shall be assessed a Transaction Fee, which the Vendor shall pay to the State, unless exempt under Rule 60A-1.031, F.A.C. Notwithstanding the provisions of Rule 60A-1.031, et seq., the assessment of a transaction fee shall be contingent upon Federal approval of the transaction fee assessment program and continued payment of applicable Federal matching funds. **Do not include in contracts that are federally funded through CMS or other contracts exempted by DMS.**
4. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Vendor. By submission of these reports and corresponding payments, the Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. **Do not include in contracts that are federally funded through CMS or other contracts exempted by DMS.**

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5. The Vendor shall receive a credit for any Transaction Fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the agreement. **Do not include in contracts that are federally funded through CMS or other contracts exempted by DMS.**
6. **Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.** **Do not include in contracts that are federally funded through CMS or other contracts exempted by DMS.**

D. Federal Laws and Regulations

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

E. Prohibition of Gratuities

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

F. Audits/Monitoring

1. The Agency may conduct, or have conducted, performance and/or compliance reviews, reviews of specific records or other data as determined by the Agency. The Agency may conduct a review of a sample of analyses performed by the Vendor to verify the quality of the Vendor's analyses. Reasonable notice shall be provided for reviews conducted at the Vendor's place of business.

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2. Reviews may include, but shall not be limited to, reviews of procedures, computer systems, recipient records, accounting records, and internal quality control reviews. The Vendor shall work with any reviewing entity selected by the Agency.
3. During this Contract period, these records shall be available at the Vendor's office at all reasonable times. After this Contract period and for ten (10) years following, the records shall be available at the Vendor's chosen location subject to the approval of the Agency. If the records need to be sent to the Agency, the Vendor shall bear the expense of delivery. Prior approval of the disposition of the Vendor and subcontractor records must be requested and approved by the Agency. This obligation survives termination of this Contract.
4. The Vendor shall comply with all applicable Federal requirements pertaining to procurement, including but not limited to Chapter 2 of the CFR and any other final or interim rules with respect to audit requirements of Federal contracts administered through State and local public agencies.
5. The Vendor shall maintain and file with the Agency such progress, fiscal and inventory reports as specified in **Attachment I**, Scope of Services, and other reports as the Agency may require within the period of this Contract. In addition, access to relevant computer data and applications which generated such reports should be made available upon request.
6. The Vendor shall ensure that all related party transactions are disclosed to the Agency Contract Manager.
7. The Vendor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
8. The Vendor shall annually submit information security compliance documentation as agreed upon, in writing, between the Vendor and the Agency (Examples: SOC 2 Type II, FedRAMP certification, HITRUST certification, ISO certifications).

G. Inspection of Records and Work Performed

1. The Agency and its authorized representatives shall, at all reasonable times, have the right to enter the successful Vendor's premises, or other places where duties under this Contract are performed. All inspections and evaluations shall be performed in such a manner as not to unduly delay work. Persons duly authorized by the Agency and federal auditors, pursuant to 45 CFR, Part 74 and/or 45 CFR, Part 92, shall have full access to and the right to examine any of said records and documents.
2. The Vendor shall retain all financial records, medical records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this Contract for a period of ten (10) years after termination of this Contract, or if an audit has been initiated and

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audit findings have not been resolved at the end of ten (10) years, the records shall be retained until resolution of the audit findings.

3. Refusal by the Vendor to allow access to all records, documents, papers, letters, other materials or on-site activities related to this Contract performance shall constitute a breach of this Contract.
4. The right of the Agency and its authorized representatives to perform inspections shall continue for as long as the Vendor is required to maintain records.
5. The Vendor shall be responsible for all storage fees associated with all records maintained under this Contract. The Vendor is also responsible for the destruction of all records that meet the retention schedule noted above.
6. Failure to retain all records as required may result in cancellation of this Contract. The Agency shall give the Vendor advance notice of cancellation pursuant to this provision and shall pay the Vendor only those amounts that are earned prior to the date of cancellation in accordance with the terms and conditions of this Contract. Performance by the Agency of any of its obligations under this Contract shall be subject to the successful Vendor's compliance with this provision.
7. In accordance with Section 20.055, F.S., the Vendor and its subcontractors shall cooperate with the Office of the Inspector General in any investigation, audit, inspection, review or hearing; and shall grant access to any records, data or other information the Office of the Inspector General deems necessary to carry out its official duties.
8. The rights of access in this Section must not be limited to the required retention period but shall last as long as the records are retained.

H. Accounting

1. To maintain an accounting system and employ accounting procedures and practices that conform to generally accepted accounting principles and standards or other comprehensive basis of accounting principles as acceptable to the Agency. For costs associated with specific contracts under which the Agency must account to the federal government for actual costs incurred, the costs and charges for that contract will be determined in accordance with generally accepted accounting principles.
2. To submit annual financial audits (or parent organization's annual financial audits with organizational chart) to the Agency within thirty (30) calendar days of receipt.

I. Public Records Requests

1. To comply with Section 119.0701, F.S., if applicable, and all other applicable parts of the Florida Public Records Act.

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

J. Communications

1. Notwithstanding any term or condition of this Contract to the contrary, the Vendor bears sole responsibility for ensuring that its performance of this Contract fully complies with all State and Federal law governing the monitoring, interception,

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recording, use or disclosure of wire, oral or electronic communications, including but not limited to the Florida Security of Communications Act, Section 934.01, et seq., F.S.; and the Electronic Communications Privacy Act, 18 U.S.C. Section 2510 et seq. (hereafter, collectively, "Communication Privacy Laws").

2. Prior to intercepting, recording or monitoring any communications which are subject to Communication Privacy Laws, the Vendor must:
 - a. Submit a plan which specifies in detail the manner in which the Vendor will ensure that such actions are in full compliance with Communication Privacy Laws (the "Privacy Compliance Plan"); and
 - b. Obtain written approval, signed and notarized by the Agency Contract Manager, approving the Privacy Compliance Plan.
3. No modifications to an approved Privacy Compliance Plan may be implemented by the Vendor unless an amended Privacy Compliance Plan is submitted to the Agency, and written approval of the amended Privacy Compliance Plan is signed and notarized by the Agency Contract Manager. Agency approval of the Vendor's Privacy Compliance Plan in no way constitutes a representation by the Agency that the Privacy Compliance Plan is in full compliance with applicable Communication Privacy Laws, or otherwise shifts or diminishes the Vendor's sole burden to ensure full compliance with applicable Communication Privacy Laws in all aspects of the Vendor's performance of this Contract. Violation of this term may result in sanctions to include termination of this Contract and/or liquidated damages.
4. The Vendor agrees that it is the custodian of any and all recordings for purposes of the Public Records Act, Chapter 119, F.S., and is solely responsible for responding to any public records requests for recordings. This responsibility includes gathering, redaction, duplication and provision of the recordings as well as defense of any actions for enforcement brought pursuant to Section 119.11, F.S.

K. Background Screening

1. To ensure that all Vendor employees including managing employees that have direct access to personally identifiable information (PII), protected health information (PHI), or financial information have a County, State, and Federal criminal background screening comparable to a Level 2 background screening as described in Section 435.04, F.S., completed with results prior to employment.
2. Per Section 435.04(1)(a), F.S., Level 2 screening standards include, but need not be limited to, fingerprinting for statewide criminal history records checks through the Department of Law Enforcement, and national criminal history records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

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

L. Monitoring

1. To provide reports as specified in **Attachment I**, Scope of Services. These reports will be used for monitoring progress or performance of the contractual services as specified in **Attachment I**, Scope of Services.
2. To permit persons duly authorized by the Agency to inspect any records, papers, documents, facilities, goods and services of the Vendor which are relevant to this Contract.
3. To ensure that each of its employees or subcontractors who performs activities related to the services associated with this Contract will report to the Agency any

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health care facility that is the subject of these services that may have violated the law. To report concerns pertaining to a health care facility, the Vendor employee or subcontractor may contact the Agency Complaint Hotline by calling 1-888-419-3456 or by completing the online complaint form found at <https://apps.ahca.myflorida.com/hcfc>.

4. To ensure that each of its employees or subcontractors who performs activities related to the services associated with this Contract, will report to the Agency areas of concern relative to the operation of any entity covered by this Contract. To report concerns, the Vendor employee or subcontractor may contact the Agency Complaint Hotline by calling 1-877-254-1055 or by completing the online complaint form found at https://apps.ahca.myflorida.com/smmc_cirts/.
5. Reports which represent individuals receiving services are at risk for, or have suffered serious harm, impairment, or death shall be reported to the Agency immediately and no later than twenty-four (24) clock hours after the observation is made. Reports that reflect noncompliance that does not rise to the level of concern noted above shall be reported to the Agency within ten (10) calendar days of the observation.

M. Indemnification

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

1. Scope. The Duty to Indemnify and the Duty to Defend, as described herein (collectively known as the “Duty to Indemnify and Defend”), extend to any completed, actual, pending or threatened action, suit, claim or proceeding, whether civil, criminal, administrative or investigative (including any action by or in the right of the Vendor), and whether formal or informal, in which the Agency is, was or becomes involved and which in any way arises from, relates to or concerns the Vendor’s acts or omissions related to this Contract (inclusive of all attachments, etc.) (collectively “Proceeding”).
 - a. Duty to Indemnify. The Vendor agrees to hold harmless and indemnify the Agency to the full extent permitted by law against any and all liability, claims, actions, suits, judgments, damages and costs of whatsoever name and description, including attorneys’ fees, arising from or relating to any Proceeding.
 - b. Duty to Defend. With respect to any Proceeding, the Vendor agrees to fully defend the Agency and shall timely reimburse all of the Agency’s legal fees and costs; provided, however, that the amount of such payment for attorneys’ fees and costs is reasonable pursuant to rule 4–1.5, Rules Regulating The Florida Bar. The Agency retains the exclusive right to select, retain and direct its defense through defense counsel funded by the Vendor pursuant to the Duty to Indemnify and Defend the Agency.

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

N. Insurance

1. To the extent required by law, the Vendor shall be self-insured against, or shall secure and maintain during the life of this Contract, Worker's Compensation Insurance for all its employees connected with the work of this Contract and, in case any work is subcontracted, the Vendor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under this Contract are covered by the Vendor's self-insurance program. Such self-insurance or insurance coverage shall comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Vendor under this Contract and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Vendor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Agency, for the protection of its employees not otherwise protected.
2. The Vendor shall secure and maintain Commercial General Liability insurance including bodily injury, property damage, personal and advertising injury and products and completed operations. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Contract, whether such services and/or operations are by the Vendor or anyone

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directly, or indirectly employed by it. Such insurance shall include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of this Contract and hold the State of Florida harmless from subrogation. The Vendor shall set the limits of liability necessary to provide reasonable financial protections to the Vendor and the State of Florida under this Contract.

3. All insurance policies shall be with insurers licensed or eligible to transact business in the State of Florida. The Vendor's current insurance policy(ies) shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days written notice. The Vendor shall provide thirty (30) calendar days written notice of cancellation to the Agency's Contract Manager.
4. The Vendor shall submit insurance certificates evidencing such insurance coverage prior to execution of this Contract; and shall submit insurance certificates evidencing continued coverage with fifteen (15) calendar days of the coverage effective date each year thereafter.

O. Assignments and Subcontracts

To neither assign the responsibility of this Contract to another party nor subcontract for any of the work contemplated under this Contract without prior written approval of the Agency. No such approval by the Agency of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this Contract. All such assignments or subcontracts shall be subject to the conditions of this Contract and to any conditions of approval that the Agency shall deem necessary.

P. Subcontracting

1. To not subcontract, assign, or transfer any work identified under this Contract, without prior written consent of the Agency.
2. To not subcontract with any provider that would be in conflict of interest to the Vendor during the term of this Contract in accordance with applicable Federal and/or State laws.
3. Changes to approved subcontracts and/or subcontractors require approval in writing by the Agency's Contract Manager prior to the effective date of any subcontract.
4. The Agency encourages Vendors to partner with subcontractors who can provide best value and the best in class solutions. However, the Vendor is responsible for all work performed under this Contract. No subcontract that the Vendor enters into with respect to performance under this Contract shall in any way relieve the Vendor of any responsibility for performance of its duties. The Vendor shall assure that all tasks related to the subcontract are performed in accordance with the terms of this Contract. If the Agency determines, at any time, that a subcontract is not in compliance with a Contract requirement, the Vendor shall promptly revise the subcontract to bring it into compliance. In

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addition, the Vendor may be subject to sanctions and/or liquidated damages pursuant to this Contract and Section 409.912(4), F.S. (related to sanctions).

5. All payments to subcontractors will be made by the Vendor.
6. To be responsible for monitoring the subcontractor's performance. The results of the monitoring shall be provided to the Agency's Contract Manager, fourteen (14) business days after the end of each month or as specified by the Agency. If the subcontractor's performance does not meet the Agency's performance standard according to the Agency's monitoring report or the Vendor's monitoring report, an improvement plan must be submitted to the Vendor and the Agency within fourteen (14) business days of the deficient report.
7. The State supports and encourages supplier diversity and the participation of small and minority business enterprises in State contracting, both as Vendors and subcontractors. The Agency supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this Contract enthusiastically embrace diversity. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Vendors can contact the Office of Supplier Diversity at (850) 487-0915 or online at <http://osd.dms.state.fl.us/> for information on minority Vendors who may be considered for subcontracting opportunities.

Q. Return of Funds

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

R. Purchasing

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

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

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

P.R.I.D.E.
1463 Oakfield Drive, #126
Brandon, FL 33511
info@pride-enterprises.org | 813-324-8700

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2. RESPECT of Florida

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

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

RESPECT of Florida
1113 East Tennessee St., Suite 100
Tallahassee, Florida 32308
850-942-3555 | www.respectofflorida.org

S. Procurement of Products or Materials with Recycled Content

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

T. Civil Rights Requirements/Vendor Assurance

The Vendor assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 United States Code (U.S.C.) 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
5. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
6. The Americans with Disabilities Act of 1990, Public Law (P.L.) 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.

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7. Chapter 409, F.S.
8. Rule 62-730.160, F.A.C. pertaining to standards applicable to generators of hazardous waste.
9. All applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 United States Code (U.S.C.) 7401 et seq.
10. The Medicare-Medicaid Fraud and Abuse Act of 1978.
11. Other Federal omnibus budget reconciliation acts.
12. The Balanced Budget Act of 1997.
13. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

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

U. Equal Employment Opportunity (EEO) Compliance

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

V. Discrimination

Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a Bid, Proposal, or Reply on a contract to provide any goods or services to a public entity; may not submit a Bid, Proposal, or Reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, Proposals, or Replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the Discriminatory Vendor List. Questions regarding the Discriminatory Vendor List may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

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W. Requirements of Section 287.058, Florida Statutes

1. To submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof.
2. Where applicable, to submit bills for any travel expenses in accordance with Section 112.061, F.S. The Agency may establish rates lower than the maximum provided in Section 112.061, F.S.
3. To provide units of deliverables, including reports, findings, and drafts, in writing and/or in an electronic format agreeable to both Parties, as specified in **Attachment I**, Scope of Services, to be received and accepted by the Contract Manager prior to payment.
4. To comply with the criteria and final date, as specified herein, by which such criteria must be met for completion of this Contract.
5. This Contract shall begin upon execution by both Parties or **BEGIN DATE**, (whichever is later) and end on **END DATE**, inclusive.
6. In accordance with Section 287.057(14), F.S., this Contract may be renewed for a period that may not exceed three (3) years or the term of the original Contract, whichever period is longer. Renewal of this Contract shall be in writing and subject to the same terms and conditions set forth in the initial Contract. A renewal Contract may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the Agency, are subject to the availability of funds, and optional to the Agency.
7. The Vendor agrees that the Agency may unilaterally cancel this Contract for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with this Contract, unless the records are exempt from Section 24(a) of Article I of the State Constitution and the Florida Public Records Act, Chapter 119, F.S.
8. To comply with Patents, Royalties, Copyrights, Right to Data, and Works for Hire/Software requirements as follows:
 - a. The Vendor, without exception, shall indemnify and hold harmless the Agency and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unattended invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the Vendor or is based solely and exclusively upon the Agency's alteration of the article.
 - b. The Agency will provide prompt written notification of a claim of copyright or patent infringement and shall afford the Vendor full

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opportunity to defend the action and control the defense. Further, if such a claim is made or is pending, the Vendor may, at its option and expense procure for the Agency the right to continue the use of, replace or modify the article to render it non-infringing (if none of the alternatives is reasonably available, the Agency agrees to return the article on request to the Vendor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction).

- c. If the Vendor brings to the performance of this Contract a pre-existing patent, patent-pending and/or copyright, at the time of Contract execution, the Vendor shall retain all rights and entitlements to that pre-existing patent, patent-pending and/or copyright, unless this Contract provides otherwise.
- d. If the Vendor uses any design, device, or materials covered by letter, patent, or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. Prior to the initiation of services under this Contract, the Vendor shall disclose, in writing, all intellectual properties relevant to the performance of this Contract which the Vendor knows, or should know, could give rise to a patent or copyright. The Vendor shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Agency will then have the right to all patents and copyrights which arise as a result of performance under this Contract as provided in this Sub-Section.
- e. If any discovery or invention arises or is developed in the course of, or as a result of, work or services performed under this Contract, or in any way connected herewith, the Vendor shall refer the discovery or invention to the Agency for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to the State of Florida. All materials to which the Agency is to have patent rights or copyrights shall be marked and dated by the Vendor in such a manner as to preserve and protect the legal rights of the Agency.
- f. Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Agency has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Agency to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, shall vest in the State of Florida, Department of State for the exclusive use and benefit of the State. Pursuant to Section 286.021, F.S., no person, firm, corporation, including parties to this

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Contract shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida Department of State.

- g.** The Agency will have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Vendor under this Contract.
 - h.** All rights and title to works for hire under this Contract, whether patentable or copyrightable or not, shall belong to the Agency and shall be subject to the terms and conditions of this Contract.
 - i.** The computer programs, data, materials and other information furnished by the Agency to the Vendor hereunder shall be and remain the sole and exclusive property of the Agency, free from any claim or right of retention by or on behalf of the Vendor. The services and products listed in this Contract shall become the property of the Agency upon the Vendor's performance and delivery thereof. The Vendor hereby acknowledges that said computer programs, materials and other information provided by the Agency to the Vendor hereunder, together with the products delivered and services performed by the Vendor hereunder, shall be and remain confidential and proprietary in nature to the extent provided by Chapter 119, F.S., and that the Vendor shall not disclose, publish or use same for any purpose other than the purposes provided in this Contract; however, upon the Vendor first demonstrating to the Agency's satisfaction that such information, in part or in whole, (1) was already known to the Vendor prior to its receipt from the Agency; (2) became known to the Vendor from a source other than the Agency; or (3) has been disclosed by the Agency to third parties without restriction, the Vendor shall be free to use and disclose same without restriction. Upon completion of the Vendor's performance or otherwise cancellation or termination of this Contract, the Vendor shall surrender and deliver to the Agency, freely and voluntarily, all of the above-described information remaining in the Vendor's possession.
 - j.** The Vendor warrants that all materials produced hereunder shall be of original development by the Vendor and shall be specifically developed for the fulfillment of this Contract and shall not knowingly infringe upon or violate any patent, copyright, trade secret or other property right of any third party, and the Vendor shall indemnify and hold the Agency harmless from and against any loss, cost, liability or expense arising out of any breach or claimed breach of this warranty.
 - k.** The terms and conditions specified in this Sub-Section shall also apply to any subcontract made under this Contract. The Vendor shall be responsible for informing the subcontractor of the provisions of this Sub-Section and obtaining disclosures.
- 9.** The financial consequences that the Agency must apply if the Vendor fails to perform in accordance with this Contract are outlined in **Attachment I**, Scope of Services.

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X. Sponsorship

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

Y. Final Invoice

The Vendor must submit the final invoice for payment to the Agency no more than **NUMBER** calendar days after this Contract ends or is terminated. If the Vendor fails to do so, all right to payment is forfeited and the Agency will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until all reports due from the Vendor and necessary adjustments thereto have been approved by the Agency.

Z. Use of Funds for Lobbying Prohibited

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

AA. Public Entity Crime

A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for category two, for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

BB. Health Insurance Portability and Accountability Act

1. To comply with the Department of Health and Human Services Privacy Regulations in the CFR, Title 45, Sections 160 and 164, regarding disclosure of protected health information as specified in **Attachment II**, Business Associate Agreement.
2. The Vendor must ensure it meets all Federal regulations regarding required standard electronic transactions and standards for privacy and individually identifiable health information as identified in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009 and associated regulations.

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3. The Vendor shall conduct all activities in compliance with 45 CFR 164 Subpart C to ensure data security, including, but not limited to encryption of all information that is confidential under Florida or Federal law, while in transmission and while resident on portable electronic media storage devices. Encryption is required and shall be consistent with Federal Information Processing Standards (FIPS), and/or the National Institute of Standards and Technology (NIST) publications regarding cryptographic standards.

CC. Confidentiality of Information

1. The Vendor shall not use or disclose any confidential information, including social security numbers that may be supplied under this Contract pursuant to law, and also including the identity or identifying information concerning a Medicaid recipient or services under this Contract for any purpose not in conformity with State and Federal laws, except upon written consent of the recipient, or his/her guardian.
2. All personally identifiable information, including Medicaid information, obtained by the Vendor shall be treated as privileged and confidential information and shall be used only as authorized for purposes directly related to the administration of this Contract. The Vendor must have a process that specifies that patient-specific information remains confidential, is used solely for the purposes of data analysis or other Vendor responsibilities under this Contract, and is exchanged only for the purpose of conducting a review or other duties outlined in this Contract.
3. Any patient-specific information received by the Vendor can be shared only with those agencies that have legal authority to receive such information and cannot be otherwise transmitted for any purpose other than those for which the Vendor is retained by the Agency. The Vendor must have in place written confidentiality policies and procedures to ensure confidentiality and to comply with all Federal and State laws (including the HIPAA and HITECH Acts) governing confidentiality, including electronic treatment records, facsimile mail, and electronic mail).
4. The Vendor's subcontracts must explicitly state expectations about the confidentiality of information, and the subcontractor is held to the same confidentiality requirements as the Vendor. If provider-specific data are released to the public, the Vendor shall have policies and procedures for exercising due care in compiling and releasing such data that address statutory protections of quality assurance and confidentiality while assuring that open records requirements of Chapter 119, F.S., are met.
5. The Vendor and its subcontractors shall comply with the requirements of Section 501.171, F.S. and shall, in addition to the reporting requirements therein, report to the Agency any breach of personal information.
6. Any releases of information to the media, the public, or other entities require prior approval from the Agency.

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DD. Employment

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

EE. Work Authorization Program

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

FF. Scrutinized Companies Lists

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

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

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

GG. Performance of Services

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

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HH. Venue

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

II. Forced Labor Vendor List

In accordance with section 287.1346, F.S., the Agency may terminate the Contract if the Vendor is placed on the forced labor vendor list.

JJ. PUR 1000, General Contract Conditions

In accordance with Rule 60A-1.002, F.A.C., [PUR 1000, General Contract Conditions](#), is hereby incorporated and made part of this Contract. In the event of any conflict between the PUR 1000 and the terms and conditions of the Agency's Standard Contract, the Agency's Standard Contract will take precedence over the PUR 1000, unless the conflicting term in the PUR 1000 is required by law, in which case the term contained in the PUR 1000 will take precedence.

KK. Vendor Certification Form (PUR 7801)

In accordance with Rule 60A-1.002, F.A.C., **Attachment V**, Vendor Certification Form (PUR7801), is hereby incorporated and made part of this Contract. Upon the execution date of the Contract, and each year on the anniversary date of the Contract, the Vendor shall submit to the Agency a completed **Attachment V**, Vendor Certification Form.

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In the event of any conflict between the PUR 7801 and the terms and conditions of the Agency's Standard Contract, the Agency's Standard Contract will take precedence over the PUR 7801, unless the conflicting term in the PUR 7801 is required by law, in which case the term contained in the PUR 7801 will take precedence.

LL. Use of Funds for Diversity, Equity, and Inclusion Prohibited

No State funding under this Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" (DEI). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

II. THE AGENCY HEREBY AGREES:

A. Contract Amount

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

B. Contract Payment

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

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III. THE VENDOR AND AGENCY HEREBY MUTUALLY AGREE:

A. Termination

1. Termination at Will

This Contract may be terminated by the Agency upon no less than thirty (30) calendar day's written notice, without cause, unless a lesser time is mutually agreed upon by both Parties. Said notice shall be delivered by certified mail, return receipt requested; electronically by email; or in person with proof of delivery.

2. Termination Due to Lack of Funds

In the event funds to finance this Contract become unavailable, the Agency may terminate this Contract upon no less than twenty-four (24) clock hours' written notice to the Vendor. Said notice shall be delivered by certified mail, return receipt requested; electronically by email; or in person with proof of delivery. The Agency will be the final authority as to the availability of funds. The Vendor shall be compensated for all acceptable work performed up to the time notice of termination is received.

3. Termination for Breach

- a. Unless the Vendor's breach is waived by the Agency in writing, the Agency may, by written notice to the Vendor, terminate this Contract upon no less than twenty-four (24) clock hours' written notice. Said notice shall be delivered by certified mail, return receipt requested; electronically by email; or in person with proof of delivery. If applicable, the Agency may employ the default provisions in Rule 60A-1.006(3), F.A.C.
- b. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit the Agency's right to remedies at law or to damages.

B. Contract Managers

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

Name

Agency for Health Care Administration

Address

City, State Zip Code

Phone Number

E-mail Address

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

Name
Vendor Name
Address
City, State Zip Code
Phone Number
E-mail Address

3. The Vendor shall notify the Agency Contract Manager in writing within five (5) business days of a Contract Manager change. Either party may notify the other by email of a change to a designated Contract Manager and provide the contact information for the newly designated contact. Such notice is sufficient to effectuate this change without requiring a written amendment to the Contract.

C. Renegotiation or Modification

1. Modifications of provisions of this Contract shall only be valid when they have been reduced to writing and duly signed during the term of this Contract. The Parties agree to renegotiate this Contract if Federal and/or State revisions of any applicable laws, or regulations make changes in this Contract necessary.
2. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Agency's operating budget.
3. **Preferred Pricing**

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

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D. All Terms and Conditions

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

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

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

VENDOR NAME

SIGNED

BY: _____

NAME: _____

TITLE: _____

DATE: _____

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

SIGNED

BY: _____

NAME: _____

TITLE: _____

DATE: _____

SIGNED

BY: _____

NAME: _____

TITLE:

**General Counsel,
Approved as to form and
legality**

DATE: _____

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

VENDOR FISCAL YEAR ENDING DATE: **DATE**

List of Attachments included as part of this Contract:

Specify Type	Letter/ Number	Description
Attachment	I	Scope of Services (NUMBER Pages)
Attachment	II	Business Associate Agreement (4 Pages)
Attachment	III	Certification Regarding Lobbying (1 Page)
Attachment	IV	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts (1 Page)
Attachment	V	Vendor Certification Form (PUR 7801) (1 Page)

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ATTACHMENT ##
BUSINESS ASSOCIATE AGREEMENT

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

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

1. Definitions. Unless specifically stated in this Attachment, the definition of the terms contained herein shall have the same meaning and effect as defined in 45 C.F.R. 160 and 164.
 - a. Protected Health Information. For purposes of this Attachment, protected health information shall have the same meaning and effect as defined in 45 C.F.R. 160 and 164, limited to the information created, received, maintained or transmitted by the Vendor from, or on behalf of, the Agency.
 - b. Electronic Protected Health Information (e-PHI). For purposes of this Attachment, electronic protected health information shall have the same meaning and effect as defined in 45 C.F.R. 160 and 164 (The Security Rule), limited to the electronic information created, received, maintained or transmitted by the Vendor from, or on behalf of, the Agency.
 - c. Security Incident. For purposes of this Attachment, security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system and includes any event resulting in computer systems, networks, or data being viewed, manipulated, damaged, destroyed or made inaccessible by an unauthorized activity.
 - d. Confidentiality. For the purposes of this Attachment, confidentiality refers to when electronic protected health information is not made available or disclosed to unauthorized persons or processes.
 - e. Integrity. For the purposes of this Attachment, integrity means that electronic protected health information has not been altered or destroyed in an unauthorized manner.
 - f. Availability. For the purposes of this Attachment, availability refers to electronic health information remaining accessible and usable upon demand by an authorized person.
2. Applicability of HITECH and HIPAA Privacy Rule and Security Rule Provisions. As provided by federal law, Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA), also known as the Health Information Technology Economic and Clinical Health (HITECH) Act, requires a Business Associate (Vendor) that contracts with the Agency, a HIPAA covered entity, to comply with the provisions of the HIPAA Privacy and Security Rules (45 C.F.R. 160 and 164) and comply with 45 C.F.R. 162 as applicable.
3. Use and Disclosure of Protected Health Information. The Vendor shall comply with the provisions of 45 CFR 164.504(e)(2)(ii). The Vendor shall not use or disclose protected

ATTACHMENT ##
BUSINESS ASSOCIATE AGREEMENT

health information other than as permitted by this Contract or by federal and state law. The sale of protected health information or any components thereof is prohibited except as provided in 45 CFR 164.502(a)(5). The Vendor will use appropriate safeguards to prevent the use or disclosure of protected health information for any purpose not in conformity with this Contract and federal and state law. The Vendor will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information the Vendor creates, receives, maintains, or transmits on behalf of the Agency.

4. Use and Disclosure of Information for Management, Administration, and Legal Responsibilities. The Vendor is permitted to use and disclose protected health information received from the Agency for the proper management and administration of the Vendor or to carry out the legal responsibilities of the Vendor, in accordance with 45 C.F.R. 164.504(e)(4). Such disclosure is only permissible where required by law, or where the Vendor obtains reasonable assurances from the person to whom the protected health information is disclosed that: (1) the protected health information will be held confidentially, (2) the protected health information will be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and (3) the person notifies the Vendor of any instance of which it is aware in which the confidentiality of the protected health information has been breached.
5. Disclosure to Third Parties. The Vendor will not divulge, disclose, or communicate protected health information to any third party for any purpose not in conformity with this Contract without prior written approval from the Agency. The Vendor shall ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the Vendor on behalf of the Agency, agrees to the same terms, conditions, and restrictions that apply to the Vendor with respect to protected health information. The Vendor's subcontracts shall fully comply with the requirements of 45 CFR 164.314(a)(2)(iii).
6. Access to Information. The Vendor shall make protected health information available in accordance with federal and state law, including providing a right of access to persons who are the subjects of the protected health information in accordance with 45 C.F.R.164.524.
7. Amendment and Incorporation of Amendments. The Vendor shall make protected health information available for amendment and to incorporate any amendments to the protected health information in accordance with 45 C.F.R. 164.526.
8. Accounting for Disclosures. The Vendor shall make protected health information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528. The Vendor shall document all disclosures of protected health information as needed for the Agency to respond to a request for an accounting of disclosures in accordance with 45 C.F.R. 164.528.
9. Privacy Protection. The Vendor shall permit an individual to request a restriction on the use and disclosure of protected health information about the individual to carry out treatment, payment, or health care operations; and disclosures permitted under 164.510(b) in accordance with 45 C.F.R. 164.522. The Vendor shall permit an individual

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to request to receive communications of protected health information from the Vendor by alternative means or at alternative locations in accordance with 45 C.F.R. 164.522.

10. Access to Books and Records. The Vendor shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Vendor on behalf of the Agency, available to the Secretary of the Department of Health and Human Services ("HHS") or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations.
11. Reporting. The Vendor shall make a good faith effort to identify any use or disclosure, or loss of confidentiality, integrity, or availability, of protected health information, or e-PHI, not provided for in this Contract.
- a. To Agency. The Vendor will report to the Agency in the manner and format obtained from the Contract Manager or Agency contact, within ten (10) business days of discovery, any use or disclosure, or loss of confidentiality, integrity, or availability, of protected health information, or e-PHI, not provided for in this Contract of which the Vendor is aware. The Vendor will report to the Agency in the manner and format obtained from the Contract Manager or Agency contact, within twenty-four (24) hours of discovery, any security incident of which the Vendor is aware. A violation of this paragraph shall be a material violation of this Contract. Such notice shall include the identification of each individual whose unsecured protected health information has been or is reasonably believed by the Vendor to have been, accessed, acquired, used, or disclosed during such breach.
- b. To Individuals. In the case of a breach of protected health information discovered by the Vendor, the Vendor shall first notify the Agency of the pertinent details of the breach and upon prior review by the Agency shall notify each individual whose unsecured protected health information has been or is reasonably believed by the Vendor to have been, accessed, acquired, used or disclosed as a result of such breach. Such notification shall be in writing by first-class mail to the individual (or the next of kin if the individual is deceased) at the last known address of the individual or next of kin, respectively, or, if specified as a preference by the individual, by electronic mail. Where there is insufficient, or out-of-date contact information (including a phone number, email address, or any other form of appropriate communication) that precludes written (or, if specifically requested, electronic) notification to the individual, a substitute form of notice shall be provided, including, in the case that there are 10 or more individuals for which there is insufficient or out-of-date contact information, a conspicuous posting for a period of at least 90 days on the Web site of the covered entity involved or notice in major print or broadcast media, including major media in the geographic areas where the individuals affected by the breach likely reside. In any case deemed by the Vendor to require urgency because of possible imminent misuse of unsecured protected health information, the Vendor may also provide information to individuals by telephone or other means, as appropriate.
- c. To Media. In the case of a breach of protected health information discovered by the Vendor where the unsecured protected health information of more than 500 persons is reasonably believed to have been, accessed, acquired, used, or disclosed, after prior review by the Agency, the Vendor shall provide notice to

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BUSINESS ASSOCIATE AGREEMENT

prominent media outlets serving the State, relevant portion of the State, or jurisdiction involved.

- d. To Secretary of Health and Human Services (HHS). The Vendor shall cooperate with the Agency to provide notice to the Secretary of HHS of unsecured protected health information that has been acquired or disclosed in a breach.
 - i. Vendors Who Are Covered Entities. In the event of a breach by the Vendor, or a contractor or subcontractor of the Vendor, and the Vendor is a HIPAA covered entity, the Vendor, not the Agency, shall be considered the covered entity for purposes of notification to the Secretary of HHS pursuant to 45 CFR 164.408. The Vendor shall be responsible for filing the notification to the Secretary of HHS and will identify itself as the covered entity in the notice. If the breach was with respect to 500 or more individuals, at least 5 business days prior to filing notice with the Secretary of HHS the Vendor shall provide a copy of the notice and breach risk assessment to the Agency for review. Upon prior review by the Agency of the notice and breach risk assessment, the Vendor shall file the notice with the Secretary of HHS within the notification timeframe imposed by 45 C.F.R. 164.408(b) and contemporaneously submit a copy of said notification to the Agency. If the breach was with respect to less than 500 individuals, the Vendor shall notify the Secretary of HHS within the notification timeframe imposed by 45 C.F.R. 164.408(c) and shall contemporaneously submit a copy of said notification to the Agency.
 - e. Content of Notices. All notices required under this Attachment shall include the content set forth in 42 U.S.C. 17932(f) and 45 C.F.R. 164 Subpart D, except that references therein to a “covered entity” shall be read as references to the Vendor.
 - f. Financial Responsibility. The Vendor shall be responsible for all costs related to the notices required under this Attachment.
 - g. Other Reporting. The Vendor shall comply with any other applicable reporting requirements in conformity with federal and state laws. If notifications are made under any such laws, copies of said notifications shall be provided contemporaneously to the Agency.
- 12. Mitigation. Vendor shall mitigate, to the extent practicable, any harmful effect that is known to the Vendor of a use or disclosure of protected health information in violation of this Attachment.
 - 13. Termination. Upon the Agency’s discovery of a material breach of this Attachment, the Agency shall have the right to assess liquidated damages as specified elsewhere in the contract to which this Attachment is included, and/or to terminate this Contract.
 - 14. Effect of Termination. At the termination of this Contract, the Vendor shall return all protected health information that the Vendor still maintains in any form, including any copies or hybrid or merged databases made by the Vendor; or with prior written approval of the Agency, the protected health information may be destroyed by the Vendor after its use. If the protected health information is destroyed pursuant to the Agency’s prior written

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BUSINESS ASSOCIATE AGREEMENT

approval, the Vendor must provide a written confirmation of such destruction to the Agency. If return or destruction of the protected health information is determined not feasible by the Agency, the Vendor agrees to protect the protected health information and treat it as strictly confidential.

The Vendor has caused this Attachment to be signed and delivered by its duly authorized representative, as of the date set forth below.

VENDOR NAME

SIGNED

BY: _____ **DATE:** _____

NAME: _____ **TITLE:** _____

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

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

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

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

Signature

Date

Name of Authorized Individual

Application or Contract Number

Name and Address of Organization

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

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

INSTRUCTIONS

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

CERTIFICATION

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

Signature

Date

Name and Title of Authorized Signer

Agency for Health Care Administration
Attachment V
Vendor Certification Form

I hereby certify the following on behalf of the vendor identified below:

<u>Customer Indicator</u> (Required, N/A, Determined by Vendor)	<u>Vendor Indicator</u> (Certified, N/A)	<u>Certification</u>
Required	Certified	Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., the vendor is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at https://www.sbafla.com/governance/global-governance-mandates/
Required	Certified	If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at https://www.sbafla.com/reporting/
Required	Certified	The vendor is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the contract obligations. The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of section 287.1351, F.S., that identify the impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in section 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services.

Required	Certified	If the contract grants the vendor access to an individual's personal identifying information, the vendor is not prohibited from entering into the contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-15843 , and submitted it to the Agency.
N/A	N/A	If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-14614 , and submitted it to the Agency.
Required	Certified	The vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S.
Required	Certified	The vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.
Required	Certified	If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor has completed an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S. To fulfill this requirement, the vendor has completed Form PUR 2024, "Part A: Use of Coercion for Labor and Services," and submitted it to the Agency.
N/A	N/A	If the Contract is for the provision of commodities, in accordance with section 287.1346, F.S., the vendor, and any entity under the control of vendor, has not been placed on the Forced Vendor List within the past 365 days or, if placed on the Forced Vendor List, has been removed pursuant to section 287.1346(5)(d), F.S. If the Contract is for the provision of commodities, the Contractor will submit, prior to entering into or renewing the Contract, a written certification from senior management, as defined in section 287.1346(1)(c), F.S., which certifies to the best of their knowledge the commodities being offered pursuant to this solicitation have not been produced, in whole or in part, by forced labor. To fulfill this requirement, the vendor has completed Form PUR 2024, "Part B: Provision of Commodities Produced by Forced Labor," and submitted it to the Agency.

		The vendor is hereby informed of the provisions of section 287.1346, F.S., that identify the impacts to a vendor’s ability to respond to the competitive solicitations of a state agency; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a state agency; or to transact business for the provision of commodities with a state agency if it, or entities under the control of the vendor, is placed on the forced labor list in accordance with section 287.1346, F.S.
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By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the vendor.

Vendor Information

Signatory

Company Name

Signature

Date

FEIN

Typed or Printed Name

Title

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**ATTACHMENT B
SCOPE OF SERVICES**

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ATTACHMENT B SCOPE OF SERVICES

I. Service(s) to be Provided

A. Background

Congress created the Preadmission Screening and Resident Review (PASRR) requirement in 1987, when it amended the Medicaid Act to require each state that participates in the Medicaid program to establish a PASRR process (Title 42 United States Code, section 1396r(e)(7)(A)). Florida's PASRR process is established in accordance with:

- [Section 1919 of the Social Security Act](#)
- [Title 42 Code of Federal Regulations \(CFR\), Subpart C, sections 483.100 through 483.138](#)
- [Rule 59G-1.040, Florida Administrative Code \(F.A.C.\)](#)

The PASRR process is a comprehensive process for assessing individuals for evidence of a serious mental illness (SMI), intellectual disability and related conditions (ID), or both, prior to admission to a Medicaid-certified nursing facility, or upon a significant change in the individual's physical or mental status (resident review), regardless of payer source. The overall goal of the PASRR process is to prevent the inappropriate admission and retention of individuals who are diagnosed with an SMI, ID, or both, in nursing facilities.

- The Level I PASRR is a preliminary screening that must be conducted on all individuals prior to admission into a nursing facility. Based on the results from the Level I PASRR screening, an individual may be referred to have a Level II PASRR evaluation.
- The Level II PASRR evaluation is a more comprehensive assessment, involving a collection of information from multiple sources and often a face-to-face interview with the individual when a suspicion or diagnosis of SMI or ID has been identified.

The Agency for Health Care Administration (Agency) is the single state agency designated to authorize, manage, operate, and make payment for medical assistance and related services under Title XIX of the Social Security Act. In accordance with Title 42, CFR, Section C, §483.100 and section 409.902, F.S., the Agency is responsible for the administration and coordination of the PASRR process in collaboration with the following other state agencies:

- Agency for Persons with Disabilities (APD)
- Department of Children and Families (DCF)

B. Overview/Purpose

The Agency seeks a Contract for the operations and maintenance of Florida's PASRR process. At a minimum, the goals of the Contract are for the Vendor to :

- Ensure the timely completion of Level I screenings and Level II evaluations (including resident reviews) in accordance with federal and state laws and regulations.
- Ensure that individuals with a suspicion or diagnosis of serious mental illness, intellectual disability or related conditions, or both, are not inappropriately placed in a nursing facility when their needs can be met in a less restrictive environment.

ATTACHMENT B SCOPE OF SERVICES

- Identify any specialized services or specialized rehabilitative services that are needed by the individual to meet his or her long-term care needs.
- Develop and maintain a web-based data system that allows for efficiencies and increases in administrative ease for all entities involved in the PASRR process.

In addition, the Agency seeks innovative, data-driven ideas for program improvement in alignment with Agency goals, such as:

- Ways to use the PASRR in the care planning process.
- Ways to use the PASRR in the care coordination process.
- Ways PASRR can be used to improve transitions and community placements.
- Collaboration and support to Medicaid managed care plans.

C. Order of Precedence

The Vendor shall perform its contracted duties in accordance with this Contract, AHCA RFP 001-26/27, including all addenda and the Vendor's Response to AHCA RFP 001-26/27. In the event of conflict among Contract documents, any identified inconsistency in this Contract shall be resolved by giving precedence in the following order:

1. This Contract, including all attachments, exhibits and any subsequent amendments;
2. AHCA RFP 001-26/27, including all addenda; and
3. The Vendor's Response to AHCA RFP 001-26/27.

D. Services Provided by the Agency

The Agency shall be responsible for the following:

1. Performing a readiness review of the Vendor prior to implementation of this Contract.
2. Monitoring and evaluation of the Vendor's compliance with the requirements of this Contract. The Agency reserves the right to request additional information in support of monitoring the Vendor's performance to ensure compliance with the Contract requirements.
3. Determining whether the Vendor has violated a contractual obligation and assess liquidated damages when necessary.
4. Providing information related to federal and state requirements related to the PASRR process and expectations of the Vendor.
5. Notifying providers and other interested stakeholders about the implementation of this Contract.
6. Reviewing all deliverables submitted by the Vendor in a timely manner. The Agency reserves the right to approve, deny, or require revision to any submitted deliverables.

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7. Maintaining all state administrative rules necessary to operate the PASRR process in Florida to align with federal authorities.
8. Reviewing and approving the end user interface and applications that support the requirements of this Contract and are implemented on the Vendor's website and its web-based system.
9. Designating all eligible individuals and entities delegated to complete the Level I screenings.
10. Approving all adverse determination and reconsideration notification templates and verbiage.
11. Approving any changes to the Vendor office location or when any of the Vendor contractual obligations shall be performed at a different site other than the designated office location.
12. Serving as the sole authority to communicate with the Centers for Medicare and Medicaid Services and the [PASRR Technical Assistance Center](#) regarding policy or procedure questions and issues specific to Florida's PASRR process.
13. Clarifying policy and contractual requirements, as needed, or requested by the Vendor. The Vendor may seek a formal contractual interpretation from the Agency by submitting a written request to their Agency Contract Manager.

E. Services Provided by the Vendor

1. General responsibilities

The Vendor shall provide all services required for the administration of Florida's PASRR process, including, but not limited to:

- a. Ensure that Level I screenings are completed prior to all new admissions to a nursing facility, as defined in Rule 59G-1.040, F.A.C.
- b. Conduct Level II evaluations in accordance with the requirements of this Contract and Rule 59G-1.040, F.A.C.
- c. Process reconsideration requests when the Vendor has made an adverse determination.
- d. Develop processes for arranging any specialized services recommended as a result of the Level II evaluation, and processes for following up on the provision of any specialized services that are identified as a result of the Level II evaluation.
- e. Ensure notification requirements are met in accordance with the terms of this Contract.
- f. Provide fair hearing testimony and coordinate all necessary documentation related to individual fair hearings at no additional cost to the Agency. The Vendor shall also ensure professional staff availability, as needed, to testify and provide supportive documentation in connection with all other civil or administrative litigation arising from services provided under this Contract.

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- g. Maintain procedures for all aspects of the work performed under this Contract that are approved by the Agency.
- h. Manage and maintain a customer service and tracking system that identifies and tracks clinical and non-clinical issues. The Vendor shall provide a United States (U.S.) based telephone number connected to a help desk staffed by English and Spanish-speaking staff who are qualified to address customer service inquiries.
- i. Meet with Agency staff both face-to-face and via conference call throughout the term of this Contract period concerning any issues and as required to fulfill the responsibilities of this Contract.
- j. Develop and provide training and consultation services to the Agency, DOH, DCF, APD, and relevant providers on the use of the Vendor's information technology system(s) and protocols for performing the duties specified in this Contract.
- k. Provide for its office and workspace, equipment, and supplies necessary for the performance of duties specified in this Contract.
- l. Ensure compliance with staffing requirements, as specified herein **Section I.**, Service(s) to be Provided, **Sub-section E.**, Services Provided by the Vendor, **Item 15.**, Staffing Requirements, of this Attachment.
- m. Comply with all reporting requirements established by the Agency, including ad hoc reporting, as specified herein **Section I.**, Service(s) to be Provided, **Sub-section G.**, Reporting, of this Attachment.
- n. Develop and administer an annual satisfaction survey to all stakeholders on education and services provided.
- o. Maintain a system to track nursing facility resident admissions and discharges.
- p. Provide the Agency with an Annual PASRR Report, containing the data and reporting elements required in Section 1919(e)(7) of the Social Security Act, by January 15 each year.
- q. Maintain an emergency management plan that describes the processes the Vendor will follow to ensure the ongoing provision of services in a disaster.
- r. Develop, implement, and maintain a public website that describes the Florida PASRR process, including relevant state and federal laws, and links to other important resources that relate to the PASRR process.
- s. Develop and maintain a secure, web-based system for receipt and processing of PASRR data that is compliant with the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d.
- t. Develop and maintain a secure database for the storage of PASRR data that is HIPAA compliant.
- u. Provide access to the web-based system to Agency staff, providers (e.g., nursing facilities and hospitals) and other state agencies, upon request by the Agency.

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SCOPE OF SERVICES**

- v. Enter into data-sharing agreements, in compliance with federal regulations and state laws, with all entities involved in the PASRR process necessary for the provision of services provided under this Contract, and as directed by the Agency.
- w. Comply with all applicable federal and State civil rights laws, regulations, rules and policies, including but not limited to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Titles II and III of the ADA of 1990, Section 1557 of the Patient Protection and Affordable Care Act (ACA), and the Age Discrimination Act of 1975.

2. Level I Screenings

- a. General Provisions
 - i. Unless otherwise stated in this Contract, the Vendor shall ensure that Level I screenings are completed prior to all new admissions to a nursing facility, as defined in Rule 59G-1.040, F.A.C.
 - ii. The Vendor shall develop clinical criteria that shall be used in determining whether the Level I screening results in a positive or negative Level I. The Vendor shall submit the clinical criteria to the Agency for approval prior to its use.
- b. Level I Screenings Performed for Individuals in an Institution
 - i. The Vendor shall develop and maintain a process to receive and review Level I screening requests submitted by an Agency-delegated Level I screeners for individuals currently in an institutional setting (i.e., hospital) prior to the individuals being admitted to a Medicaid-certified nursing facility.
 - ii. The Vendor shall provide Agency-delegated Level I screeners with access to its web-based system to allow the individual or entity to complete and submit a Level I screening form electronically through its web-based system.
 - iii. The Vendor shall validate the qualifications of all delegated entities to ensure the individual meets the credentials and qualifications specified in Rule 59G-1.040, F.A.C., prior to allowing access to the web-based system. The Vendor may validate licensure using the DOH database, located at: <https://appsmqa.doh.state.fl.us/MQASearchServices/HealthCareProvider> or through other Agency-approved methods (e.g., use of a credentialing vendor).
 - iv. The Vendor shall ensure that the Agency-delegated Level I screener is unable to submit the Level I screening form in the web-based system unless all required fields are complete and required supplemental documentation is attached to the request. The Vendor shall not allow the Agency-delegated Level I screener to make any subsequent changes to the Level I screening form once it has been submitted.

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SCOPE OF SERVICES

- v. The Vendor shall apply the Agency-approved clinical criteria in reviewing the Level I screening submission and shall provide the results (positive or negative Level I) to the Agency-delegated Level I screener via the web-based system.
 - vi. If the Vendor is unable to render a determination because the information submitted appears to be inaccurate, the Vendor shall reject the Level I screening submission and notify the Agency-delegated Level I screener via secure email that they have two (2) business days to resubmit the request with the correct information. If the Agency-delegated Level I screener does not resubmit the Level I screening within two (2) business days with the corrected information, the Vendor shall administratively close the request and send a notice of adverse determination, in compliance with **Section I.**, Service(s) to be Provided, **Sub-section E.**, Services Provided by the Vendor, **Item 7.**, Notification Requirements, of this Attachment to the individual seeking admission to the nursing facility of the outcome of the review.
 - vii. If the screening results in a positive Level I, the Vendor shall send a written notice, in compliance with **Section I.**, Service(s) to be Provided, **Sub-section E.**, Services Provided by the Vendor, **Item 7.**, Notification Requirements, of this Attachment to the individual or Legal Representative informing him or her of the need for a Level II evaluation.
 - viii. The Vendor shall ensure the screening results are accessible to the Agency-delegated Level I screener in the web-based system twenty-four (24) hours per day, seven (7) days per week.
 - ix. When requested by the individual or their legal representative, the Vendor shall provide a copy of the completed Level I screening form and the results within two (2) business days of the request via U.S. mail.
- c. Level I Screenings Performed for Individuals Residing in the Community
- i. The Vendor shall perform a face-to-face Level I screening within two (2) business days of the request for individuals residing in the community who are seeking admission to a nursing facility
 - ii. The Vendor shall ensure that Level I screenings are completed by staff who meet the qualifications specified in **Section I.**, Service(s) to be Provided, **Sub-section E.**, Services Provided by the Vendor, **Item 16.**, Staffing Requirements, of this Attachment.
 - iii. The Vendor shall apply the Agency-approved clinical criteria in determining whether the screening results in a positive or negative Level I and shall send written notice to the individual and the nursing facility of the results of the screening.
 - iv. If the screening results in a positive Level I, the Vendor shall send a written notice, in compliance with **Section I.**, Service(s) to be Provided, **Sub-section E.**, Services Provided by the Vendor, **Item 7.**, Notification Requirements, of this Attachment to the individual or Legal Representative informing him or her of the need for a Level II evaluation.

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- d. The Vendor shall utilize a physician licensed in the State of Florida to review and make all adverse determinations wherein it is determined that the nursing facility is not the most appropriate setting to meet the individual's needs.
- e. The Vendor shall monitor all Level I screenings that result in provisional admissions or hospital discharge exemptions, as defined in Rule 59G-1.040, F.A.C., to ensure Level II evaluations are completed timely on such cases and in accordance with federal and state laws and regulations.

3. Level II Evaluations

- a. Unless otherwise stated in this Contract, the Vendor shall complete Level II evaluations in accordance with the requirements specified in Rule 59G-1.040, F.A.C., and 42 CFR Sections 483.100-483.138.
- b. Within one (1) business day of receiving a Level II evaluation request, the Vendor shall notify the individual, his or her physician(s), applicable providers and/or care givers of documentation needed to complete the Level II evaluation. At a minimum, the Vendor shall request the documents that are specified in Rule 59G-1.040, F.A.C. The Vendor shall ensure that Level II evaluations are completed by clinicians licensed in the State of Florida who meet the qualifications specified in **Section I., Service(s) to be Provided, Sub-section E., Services Provided by the Vendor, Item 16., Staffing Requirements**, of this Attachment.
- c. The Vendor shall develop clinical criteria as approved by the Agency that shall be used in conducting Level II evaluations in order to confirm the suspicion of SMI and/or ID and to determine if specialized services are needed.
- d. Upon receipt of all required documentation, the Vendor shall perform the Level II evaluation through a review of the records (i.e., desk-review) unless otherwise specified in this Contract or Rule 59G-1.040, F.A.C.
- e. The Vendor shall complete the Level II evaluation in-person (face-to-face) with the individual seeking admission into the nursing facility in the following circumstances:
 - i. Where there is a suspicion or diagnosis of an SMI diagnosis as a result of the Level I screening for individuals under the age of twenty-one (21).
 - ii. Where there is a suspicion or diagnosis of an SMI diagnosis as a result of the Level I screening for individuals ages twenty-one (21) and older only when it appears that specialized services should be recommended following the completion of the records review.
 - iii. Where there is a suspicion or diagnosis of an ID diagnosis as a result of the Level I screening or resident review for all individuals.
- f. The Vendor may not complete the Level II evaluation if, at any time during the evaluation, it is determined that the individual:
 - i. Does not have a diagnosis of SMI or ID; or
 - ii. Has a primary diagnosis of dementia; or

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- iii. Has a non-primary diagnosis of dementia without a primary diagnosis of SMI or ID.
- g. The Vendor may request the provider, attending physician, or individual submit additional information if it is necessary to complete the evaluation. In such instances, the Vendor shall request that the additional information be submitted to the Vendor within five (5) business days of the request. If the information is not submitted within the requested timeframe, the Vendor shall administratively close the request and send a notice of adverse determination, in compliance with **Section I.**, Service(s) to be Provided, **Sub-section E.**, Services Provided by the Vendor, **Item 7.**, Notification Requirements, of this Attachment to the individual seeking admission to the nursing facility of the outcome of the review.
- h. The Vendor shall grant APD and DCF access to its web-based system to allow for the review and oversight of Level II determinations for individuals with a suspicion or diagnosis of ID or SMI, respectively.
- i. The Vendor shall notify the individual (or their legal representative), the nursing facility, attending physician, discharging hospital (if applicable) in writing of the results of the Level II evaluation within seven (7) business days of receipt of all required documentation. The notice must comply with the requirements specified in **Section I.**, Service(s) to be Provided, **Sub-section E.**, Services Provided by the Vendor, **Item 7.**, Notification Requirements, of this Attachment and provide information as specified in Rule 59G-1.040, F.A.C., which includes, but is not limited:
 - i. Whether the individual meets the definition for SMI and/or ID.
 - ii. Whether the individual requires specialized services.
 - iii. Whether the recommended specialized services can be provided in a nursing facility or in the community.
 - iv. Whether alternative services of a lesser intensity are recommended.
 - v. A review of alternative community options.
 - vi. Whether a nursing facility is the most appropriate setting that can meet the individual's needs.
- j. The Vendor shall not provide a written notice to any parties listed in **Sub-item g.**, above if the Level II evaluation was not fully completed because the suspicion of SMI and/or ID was ruled out. However, the Vendor shall document such in the individual's file or case record and describe the evidence that supported the conclusion.
- k. The Vendor shall not provide a written notice to any parties listed in **Sub-item g.**, above if the Level II evaluation was not fully completed because the suspicion of SMI and/or ID was ruled out. However, the Vendor shall document such in the individual's file or case record and describe the evidence that supported the conclusion.

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- I. If the Vendor determines that specialized services are needed, the Vendor shall complete a PASRR Level II plan of care.
- m. The Vendor shall ensure that individuals requiring specialized services receive those services in accordance with Rule 59G-1.040 F.A.C., and 42 CFR 483.120.
- n. Provisional Admissions to a Nursing Facility and Hospital Exemptions

The Vendor shall complete Level II evaluations for provisional admissions to a nursing facility within the timeframes specified in Rule 59G-1.040, F.A.C., when requested by the nursing facility and in the following circumstances:

- i. After the delirium clears, in cases where the individual experienced delirium and there is a suspicion or diagnosis of SMI, ID, or both.
- ii. In cases where there was an emergency admission requiring protective services and there is a suspicion or diagnosis of SMI, ID, or both.
- iii. When an individual is admitted to an NF for an in-home caregiver's respite in accordance with Section 400.172, Florida Statutes (F.S.), and is expected to remain in the facility for longer than a fourteen (14) calendar day stay, no more than twice in a calendar year.
- iv. When an individual is admitted to a nursing facility under the hospital discharge exemption and is expected to stay in the NF longer than thirty (30) calendar days.
- v. Prior to returning to the nursing facility, when an individual with SMI, ID, or both, is transferred to the hospital from the nursing facility, and the hospital stay is longer than ninety (90) consecutive days.

4. Resident Reviews

- a. The Vendor shall complete Resident Reviews in accordance with the requirements specified in Rule 59G-1.040, F.A.C.
- b. The Vendor shall perform a Resident Review upon request by the nursing facility to determine whether the individual requires the level of services provided by a nursing facility and if specialized services are needed. The Vendor shall provide instructions to Medicaid-certified nursing facilities for how to submit a request for a Resident Review.
- c. The Vendor shall ensure that Resident Reviews are completed by clinicians licensed in the State of Florida who meet the qualifications specified in **Section I., Service(s) to be Provided, Sub-section E., Services Provided by the Vendor, Item 16., Staffing Requirements**, of this Attachment.
- d. The Vendor shall develop clinical criteria as approved by the Agency that shall be used in conducting Level II evaluations in order to confirm the suspicion of SMI and/or ID and to determine if specialized services are needed.
- e. Upon receipt of all required documentation, the Vendor shall perform the Resident Review through a review of the records (i.e., desk-review) unless otherwise specified in this Contract or Rule 59G-1.040, F.A.C.

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- f. The Vendor shall complete the Resident Review in-person (face-to-face) in the following circumstances:
 - i. Where there is a suspicion or diagnosis of an SMI diagnosis for individuals under the age of twenty-one (21).
 - ii. Where there is a suspicion or diagnosis of an SMI diagnosis for individuals ages twenty-one (21) and older only when it appears that specialized services should be recommended following the completion of the records review.
 - iii. Where there is a suspicion or diagnosis of an ID diagnosis for all individuals.
- g. The Vendor may request the provider, attending physician, or individual submit additional information if it is necessary to complete the Resident Review. In such instances, the Vendor shall request that the additional information be submitted to the Vendor within five (5) business days of the request. If the information is not submitted within the requested timeframe, the Vendor shall administratively close the request and send a notice of adverse determination, in compliance with **Section I.**, Service(s) to be Provided, **Sub-section E.**, Services Provided by the Vendor, **Item 7.**, Notification Requirements, of this Attachment to the individual seeking admission to the nursing facility of the outcome of the review.
- h. The Vendor shall grant APD and DCF access to its web-based system to allow for the review and oversight of Level II determinations for individuals with a suspicion or diagnosis of ID or SMI, respectively.
- i. The Vendor shall notify the individual (or their legal representative), the nursing facility, and the attending physician, in writing via U.S. mail of the results of the Resident Review within seven (7) business days of receipt of all required documentation. The notice must comply with the requirements specified in **Section I.**, Service(s) to be Provided, **Sub-section E.**, Services Provided by the Vendor, **Item 7.**, Notification Requirements, of this Attachment and provide information as specified in Rule 59G-1.040, F.A.C., which includes, but is not limited to:
 - i. Whether the individual meets the definition for SMI and/or ID.
 - ii. Whether the individual requires specialized services.
 - iii. Whether the recommended specialized services can be provided in a nursing facility or in the community.
 - iv. Whether alternative services of a lesser intensity are recommended.
 - v. A review of alternative community options.
 - vi. Whether a nursing facility is the most appropriate setting that can meet the individual's needs.

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- j. The Vendor shall utilize a physician licensed in the State of Florida to review and make all adverse determination wherein it is determined that the nursing facility is not the most appropriate setting to meet the individual's needs.
- k. The Vendor shall not provide a written notice to any parties listed in **Sub-item g.**, above if the Resident Review was not fully completed because the suspicion of SMI and/or ID was ruled out). However, the Vendor shall document such in the individual's file or case record and describe the evidence that supported the conclusion.
- l. If the Resident Reviews results in a determination that specialized services are needed, the Vendor shall complete a PASRR Level II plan of care.
- m. The Vendor shall ensure that individuals requiring specialized services receive those services in accordance with Rule 59G-1.040, F.A.C., and 42 CFR §483.120.

5. Reconsideration Requests

- a. The Vendor shall provide the provider, attending/treating physician, or individual who is dissatisfied with a Level II adverse determination made by the Vendor an option to submit a reconsideration request within thirty (30) days of the date of the Level II evaluation or Resident Review determination.
- b. The Vendor shall have a written procedure for management of reconsideration requests.
- c. The Vendor shall utilize a physician licensed in the State of Florida who was not involved in the original review to objectively analyze and review the Level II adverse determination that was previously rendered by the Vendor throughout the reconsideration process.
- d. The Vendor shall re-examine any relevant evidence in the current record regarding services requested and any new documentation submitted by the provider for all reconsideration reviews. The Vendor shall make a determination to uphold, modify, or reverse the adverse determination taking into consideration any additional new information that may be presented within five (5) business days of receiving the reconsideration request.
- e. The Vendor shall send a written notice of the reconsideration determination via U.S. mail to the provider, attending physician, or the individual (or legal guardian/parent) as applicable within one (1) business day of the reconsideration determination. The Vendor shall store a copy of the notice in the individual's case record within the web-based system.
- f. If the Vendor determines that the initial adverse determination should be upheld, the decision will be final and binding unless further appeal is made to the Office of Appeal Hearings.

6. Fair Hearings

- a. The Vendor shall comply with Chapter 120, F.S., Rule 28-106, F.A.C., Rule 65-2, F.A.C., and all terms and conditions set forth in any orders and instructions issued by the Office of Fair Hearing or a hearing officer.

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- b. The Vendor shall attend fair hearings and provide expert testimony with the necessary witnesses and evidentiary materials for any adverse determinations as scheduled by the Office of Appeal Hearings.
- c. The Vendor shall submit an evidence packet to the Office of Appeal Hearings and to the individual, free of charge, within ten (10) business days from the time Vendor receives notification of the hearing. The evidence packet must be submitted to the Office of Appeal Hearings in accordance with any prehearing instructions and must include all necessary documents including the statement of matters and any medical records or other documents/records considered or relied upon by the Vendor, supporting the Vendor's adverse determination.

7. Notification Requirements

- a. The Vendor shall provide all enrollee communications, including written materials, spoken scripts, and websites in an easily understood language and format. Enrollee communications shall be at or near the fourth (4th) grade comprehension level, unless otherwise approved by the Agency. Readability tests to determine whether the written materials meet this requirement are:
 - i. Fry Readability Index.
 - ii. PROSE The Readability Analyst (software developed by Education Activities, Inc.).
 - iii. Gunning FOG Index.
 - iv. McLaughlin SMOG Index.
 - v. The Flesch-Kincaid Index.
 - vi. Other readability tests approved by the Agency.
- b. The Vendor shall make all written material available in multiple languages upon request, as prescribed by the Agency. The Vendor shall notify all individuals that information is available in alternative formats and how to access those formats.
- c. The Vendor shall submit all written materials, enrollee communications, spoken scripts, websites, and notice templates to the Agency for approval at least sixty (60) calendar days prior to the effective date of when it will be implemented for use, unless otherwise specified by the Agency.
- d. The Vendor shall ensure that written notices for adverse determinations shall include, at a minimum:
 - i. The date of the notice.
 - ii. A brief statement of the Vendor's authority and responsibility for review.
 - iii. The enrollee's name and date of birth.
 - iv. Date(s) of Vendor's determination.

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- v. A statement informing the parties of their right to a reconsideration request, the applicable time period within which such a request must be filed, and the address, telephone numbers (including fax), and email for reconsideration requests.
- vi. The enrollee's rights to a fair hearing and address, telephone numbers (including fax), and email for the Office of Appeal Hearings.

8. Operational Policies and Procedures

- a. The Vendor shall develop and maintain operational policies and procedures for all aspects of this Contract.
- b. The Vendor shall submit all operational procedures to the Agency prior to implementation in accordance with the Agency approved implementation plan, and a final version within five (5) calendar days of receipt of Agency feedback. The Vendor shall obtain the Agency's approval prior to implementing any subsequent changes to any of its operational policies and procedures. The operational policies and procedures shall cover, at a minimum, the following process elements:
 - i. Web-based system requirements for electronic data collection and storage, reporting, and tracking.
 - ii. Level I and Level II processes, including the coordination and referral process for Level II and resident review determinations, incomplete or partial screenings, the cancellation of a screening, and provisional admissions.
 - iii. The process for reconsideration requests.
 - iv. Processes for arranging for and following up on the provision of specialized services.
 - v. Training and consultation services, including educational materials and manuals.
 - vi. Quality assurance activities and management.
 - vii. Customer service and tracking system.
 - viii. Documentation related to Medicaid Fair Hearings.
 - ix. Staffing and training plan.
- c. The Agency reserves the right to direct the Vendor to amend or update any of the operational procedures at no additional cost to the Agency, within the timeframe specified by the Agency.
- d. The Vendor shall make each operational procedure available to the Agency at all times.

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9. Implementation Plan

- a. The Vendor shall submit to the Agency a draft implementation plan outlining the steps and anticipated timeframes necessary for the Vendor to be fully operational. The Agency shall meet with the Vendor within seven (7) calendar days of the Contract execution to discuss the Vendor's proposed implementation plan to determine information and other resources needed to complete the final implementation plan.
- b. The Vendor shall develop and deliver a comprehensive final implementation plan, for Agency approval, no later than fifteen (15) calendar days following this Contract's execution.
- c. The implementation plan shall detail the specific timeframes, tasks, responsibilities, and key milestones to ensure a successful implementation.
- d. At a minimum, the implementation plan shall include the following:
 - i. An itemization of activities that the Vendor shall undertake during the period between implementation and Year 1 of Operations and Maintenance, including identification of any upgrades or additions to the existing system.
 - ii. Staff responsible for each activity/step.
 - iii. Identification of interdependencies between activities listed on the implementation plan, including identification of activities that require participation from the Agency or other state agencies.
- e. Any deviation by the Vendor from the Agency-approved final implementation plan shall be regarded by the Agency as a material breach and all remedies provided for in this Contract shall become available to the Agency, except as due to reasons beyond the control of the Vendor and prior Agency approval has been provided in writing.
- f. The Vendor shall participate in both face-to-face meetings and conference calls with the Agency and relevant parties for purposes of coordinating implementation activities.

10. System Downtime and Modifications

- a. The Vendor shall maintain 99.95 percent monthly uptime of the web-based system, excluding pre-approved maintenance windows.
- b. The Vendor shall schedule system modifications or any changes to any part of its web-based system to occur after 10:00 PM, ET, and before 6:00 AM, ET, unless a different time is approved by the Agency in writing. Agency staff shall be notified by email thirty-six (36) hours prior to any scheduled maintenance.
- c. The Vendor shall notify the Agency's Contract Manager via email of any unexpected and non-scheduled system downtime within one (1) hour of such discovery.
- d. Non-scheduled system downtime issues shall be resolved within one (1) hour.

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- e. The Agency reserves the right to request system changes or modifications that are considered within the scope of the Contract but are not otherwise specified or required in the Contract. In the event that changes or modifications requested by the Agency require additional staff commitment beyond what is required by the Contract, the Agency will request documentation detailing the Vendor's proposed approach, cost, and timeline for completing the requested modifications. Pricing for any such modifications shall be determined using the Rate Card submitted by the Vendor in their Proposal to the Agency in **Exhibit A-5-a**, Detailed Budget & Rate Card. If the Vendor's response is accepted by the Agency, the change or modification shall be reduced to writing in an amendment to the Contract executed by the Parties.

11. Prohibition of Marketing

- a. The Vendor shall not market Vendor business interests to stakeholders, agencies, Medicaid enrollees, or other individuals.

12. Customer Service

- a. The Vendor shall provide a toll-free customer service telephone helpline for all aspects of the services described in this Contract.
- b. The Vendor shall ensure that the customer service telephone helpline is staffed with a sufficient number of trained customer service representatives during normal business hours of 8:00 AM to 5:00 PM Eastern Time (ET), Monday through Friday.
- c. For calls received outside of normal business hours, the Vendor shall provide the caller with a message that advises of the Vendor's hours of operation, instructions for how to leave a message, and how to request assistance, if needed, related to emergency nursing facility admissions.
- d. The Vendor shall return all telephone calls or emails received during normal business hours up to 4:00 PM, ET on the same business day. Emails and telephone calls received after 4:00 PM, ET, shall be returned by noon on the following business day.
- e. The Vendor shall return all telephone calls or emails received after normal business hours on the following business day, except for the customer service inquiries related to emergency admissions. When assistance is needed outside of normal business hours for emergency admissions, the Vendor shall return the call or email within four (4) hours.
- f. The Vendor may use an interactive voice response system, provided that at each level, the callers can choose to speak with a "live" person during normal business hours. The Vendor shall ensure that English and Spanish-speaking customer service representatives, who are qualified to provide technical assistance, shall be available during normal business hours.
- g. The Vendor shall develop and submit for Agency approval a customer service procedure that includes requirements for staffing the call center.

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- h. In accordance with Title VI of the Civil Rights Act of 1964, the Vendor shall provide, free of charge, language interpreter and translation services, and auxiliary aids and services to achieve effective communication with individuals requiring such assistance.
- i. The Vendor shall measure its performance on a monthly basis and report on the following call-center standards:
 - i. At least ninety percent (90%) of all calls received within normal business hours shall be answered within thirty (30) seconds.
 - ii. The first-call resolution rate shall be at least eighty percent (80%).
 - iii. The average hold time shall not exceed sixty (60) seconds.
 - iv. The quality assurance monitoring score shall be ninety-five percent (95%) or greater.
 - v. The average speed of answer shall not exceed thirty (30) seconds.
 - vi. The call abandonment rate shall not exceed three percent (3%).
 - vii. The call blockage rate, as reported from the telecom provider, is no more than one-half percent (0.5%).
 - viii. At least ninety-five percent (95%) of calls received outside of normal business hours are returned within the timeframes specified in this Contract.
- j. The Vendor shall ensure that the message that is played for callers who are on hold does not include non-health related or marketing information. The Vendor shall submit messages played while a caller is on hold to the Agency for prior approval.

13. Education Training

- a. The Vendor shall provide training and ongoing technical assistance to Agency staff and other entities involved in the PASRR process, including but not limited to APD, DCF, nursing facilities, hospitals, and Agency-delegated Level I screeners on the Vendor's procedures related to services provided under this Contract. The Vendor shall provide this education as requested by the entities involved in the PASRR process, and on a standard schedule and frequency mutually agreed upon by the Agency and the Vendor.
- b. The Vendor shall provide face-to-face and web-based training for authorized users of the Vendor's systems and database(s) as requested by the entities involved in the PASRR process, and on a standard schedule and frequency mutually agreed upon by the Agency and the Vendor.
- c. The Vendor shall develop and submit for Agency approval procedures related to the education and training requirements stipulated in this Contract.

14. Education and Training Materials

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- a. The Vendor shall develop training and educational materials for use with the Agency and all entities involved in the PASRR process.
- b. The Vendor shall submit the materials to the Agency for review and approval within sixty (60) days of Contract execution, and make any edits requested by the Agency within fifteen (15) days of receipt. Materials must be approved as final by the Agency before use.
- c. The Vendor shall submit any updates to the materials to the Agency for review and approval thirty (30) days before intended use for Agency review and approval. The Vendor shall make any edits requested by the Agency within fifteen (15) days of receipt. Edits must be approved by the Agency before use.

15. Corporate Capability/Service Location

- a. The Vendor shall establish a State of Florida office location(s) where all required Vendor responsibilities identified in this Contract shall be performed for the duration of this Contract.

16. Staffing Requirements

- a. General Provisions
 - i. The Vendor shall be responsible for the administration and management of all aspects of this Contract, including all subcontracts, employees, agents, and services performed by anyone acting for or on behalf of the Vendor.
 - ii. The Vendor shall have a centralized executive administration, which shall serve as the contact point for the Agency, except as otherwise specified in this Contract.
 - iii. The Vendor shall maintain a sufficient number of qualified and appropriately credentialed staff to comply with all terms of this Contract.
 - iv. The Vendor (along with its subcontractors, employees, and agents performing work under this Contract) shall be located in the U.S.
 - v. The Vendor shall meet all requirements for doing business in the State of Florida.
 - vi. The Vendor shall submit its organizational chart to the Agency for prior approval and resubmit it for Agency approval if there are any subsequent changes. If any member of the minimum staffing is terminated or becomes unavailable for any reason, the Vendor shall submit to the Agency the resume of the proposed replacement(s) and offer the Agency to review the qualifications of the proposed applicant(s).
 - vii. The Agency reserves the right to disapprove proposed applicant(s) with reason.
 - viii. The Vendor shall maintain copies of qualifications, including current licenses and board certifications if applicable, of all employees, agents,

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and contracted staff performing work under this Contract in a centralized administrative file.

b. Minimum Staffing

The positions described below represent the minimum management staff required for the Vendor. The Vendor shall notify the Agency of changes in the staff positions indicated below, within one (1) business day of the changes in staffing. The Vendor shall not delegate minimum staffing positions.

- i. The Vendor shall designate a full-time Contract Manager to work directly with the Agency. The Vendor Contract Manager shall possess at least two (2) years of experience managing a Contract of similar scope (performing clinical and administrative functions) and budget amounts. The Vendor Contract Manager shall be a full-time employee of the Vendor and shall dedicate one hundred percent (100%) of their time employed with the Vendor to this Contract. The Vendor Contract Manager shall have the authority to administer the day-to-day business activities of this Contract, including revising processes or procedures and assigning additional resources as needed to maximize the efficiency and effectiveness of services required under this Contract. The Vendor Contract Manager shall meet in person, or by telephone, at the request of Agency. The Vendor Contract Manager shall be located in the State of Florida.
- ii. The Vendor shall designate a full-time Clinical Director who is a licensed Clinical Social Work, Mental Health Counselor, or Psychologist in the State of Florida with experience providing services to individuals receiving services in a nursing facility or individuals diagnosed with an SMI, ID, or both. The Vendor's Clinical Director shall be a full-time employee of the Vendor and shall dedicate one hundred percent (100%) of their time employed with the Vendor to this Contract. The Vendor's Clinical Director shall oversee and be responsible for all quality assurance and management activities.
- iii. The Vendor shall designate a full-time Compliance Officer, qualified by knowledge, training, and experience in health care or risk management, to promote, implement, and oversee the compliance program and to oversee the Vendor's compliance with all aspects of this Contract. The Vendor's Compliance Officer shall be a full-time employee of the Vendor and shall dedicate one hundred percent (100%) of their time employed with the Vendor to this Contract.

c. Clinical and Professional Support Staff

- i. The Vendor shall ensure an adequate number of clinical and professional support staff, sufficient to conduct daily business in an orderly manner.
- ii. The Vendor shall have clinical and professional support staff available at its office location during normal business hours and shall have procedures in place to ensure adequate staffing is available to respond to requests for assistance related emergency nursing facility admissions.

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- iii. The Vendor shall seek Agency approval prior to allowing any clinical or professional support staff to telecommute.
- iv. The Vendor shall ensure that all Level I Screeners are licensed in the State of Florida as one of the following:
 - Clinical Social Worker
 - Mental Health Counselor
 - Physician
 - Physician Assistant
 - Registered Nurse
 - Psychologist
- v. The Vendor shall ensure that all staff conducting PASRR Level II evaluations Resident Reviews meet the following minimum requirements:
 - 1) Have at least one (1) year of experience with individuals with mental illness and/or intellectual disabilities or related conditions
 - 2) Are licensed in the State of Florida as:
 - Clinical Social Worker
 - Mental Health Counselor
 - Physician
 - Physician Assistant
 - Registered Nurse
 - Psychologist
- d. Management Information Systems (MIS) and Information Technology (IT) Staffing
 - i. The Vendor shall have in-house MIS capability. The Vendor shall not delegate a subcontractor for this function.
 - ii. The Vendor shall ensure an adequate number of qualified MIS and IT staff to continue operation of the Vendor's systems; provide prompt, on-going system support; manage record keeping, data collection, and other administrative functions; and provide timely and accurate data access to the Agency and its authorized agents.

17. Internal Quality Control Plan

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- a. The Vendor shall develop and provide a complete IQC plan and written procedures to ensure appropriate administration of all responsibilities specified in this Contract. The Vendor shall ensure the IQC includes the following minimum elements:
 - i. Quality assessments and monitoring activities to ensure Agency-delegated Level I screeners and Vendor staff complete PASRR activities in accordance with federal and state laws.
 - ii. Quality assessment and monitoring activities to ensure inter-rater reliability.
 - iii. Quality assessment and monitoring activities to ensure that all functions are performed timely in accordance with this Contract.
 - iv. Training activities for all clinical reviewers and evaluators.
 - v. The frequency and type of staff supervision.
 - vi. Escalation protocol to the Agency and remediation strategy when the Vendor is in jeopardy of not meeting Contractual requirements. The IQC shall stipulate that the Agency shall be notified within five (5) business days of discovery.
- b. The Vendor shall submit its IQC plan in accordance with the Agency within fifteen (15) days of Contract execution. The IQC shall become effective upon approval by the Agency.
- c. The Agency reserves the right to direct the Vendor to make modifications and/or additions to the Vendor's IQC program/plan, as needed.

18. Emergency Management Plan

- a. The Vendor shall submit to the Agency an emergency management plan specifying what actions the Vendor shall conduct to ensure the ongoing provision of services in a disaster.
- b. The Vendor shall ensure that the emergency management plan includes a risk assessment, procedures to comply with this Contract during disasters, a communication plan during disasters, and training schedules for Vendor staff, protocol for conducting retroactive PASRR determinations to accommodate emergency admissions, evacuations, and transfers during a state of emergency.
- c. The Vendor shall submit a daily report to the Agency of emergency nursing facility admissions as a result of the disaster.

19. Information Technology Requirements

Note: In case of conflict between the information technology requirements in this subsection and any other information technology requirements in this Scope of Services, the information technology requirements in this subsection shall take precedence.

- a. Website

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- i. The Vendor shall develop, implement, and maintain a public website that describes the Florida PASRR process, including relevant state and federal rules and regulations, and links to other important resources that relate to the PASRR process, including the Agency's PASRR website.
 - ii. The Vendor shall seek Agency approval prior to implementation and deployment of the web-based system for use under this Contract. The Agency shall also approve any subsequent changes prior to implementation of those changes to the Vendor's public website for the Florida PASRR process.
- b. Web-Based System
 - i. The Vendor shall develop, maintain, and operate a secure, web-based system for receipt and processing of PASRR documentation and data that is compliant with the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d.
 - ii. The Vendor shall ensure that the web-based system allows for the electronic submission of all data elements required on any Agency-approved PASRR forms, which are found in Rule 56G-1.040, F.A.C.
 - iii. The Vendor shall provide access to the web-based system to Agency staff, providers (e.g., nursing facilities and hospitals) and other state agencies, upon request by the Agency, at no additional cost.
 - iv. The Vendor shall ensure that each supplemental document submitted through the web-based system is date and time stamped upon submission.
- c. Database Creation
 - i. The Vendor shall develop and maintain secure HIPAA compliant database(s) that support the requirements of this Contract and stores data collected through the web-based system. The database and data developed as a result of this Contract are the property of the Agency.
 - ii. The Vendor shall provide the Agency, and any other state agency authorized by the Agency, direct read-only access to its database(s). State agency staff shall be provided any equipment needed for on-line access to the database(s) at no additional cost to the Agency.
- d. Data Use and Disclosure
 - i. The Agency maintains ownership of the data sets and all individuals' records used in the PASRR process. All data sets and reports shall be returned to the Agency upon request. No data (such as utilization and trends data) shall be disseminated, published or incorporated into a separate central database or warehouse without the prior, written consent of the Agency.
 - ii. The Vendor shall use data solely for the PASRR process and shall not use data for marketing or any other purposes.

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e. Data Exchange

- i. The Vendor shall be able to send and receive data and other information necessary to maintain the web-based system, from the Agency, or other state agencies or entities authorized by the Agency.
- ii. The Agency reserves the right to require the Vendor to verify against Agency data prior to accepting new records.
- iii. The Vendor shall become knowledgeable of the field definitions related to the data being sent from the Agency and/or its agents.
- iv. The Vendor shall enter into data-sharing agreements, in compliance with federal regulations and state laws, with all entities involved in the PASRR process necessary for the provision of services provided under this Contract, and as directed by the Agency.
- v. Upon the Agency's request, the Vendor shall make data samples available to the Agency, other state agencies, or other entities authorized by the Agency. Criteria for inclusion in any data sample requested will be provided by the Agency. The data sample may include elements previously sent from the Agency, or other state agencies authorized by the Agency, and data collected by the Vendor. Such data may be used for ad hoc reporting, program monitoring and quality assurance activities by the Agency, or other state agencies authorized by the Agency. The Vendor shall provide the data in a format prescribed by the Agency or other state agencies authorized by the Agency.

F. Deliverables

Deliverables are included as **Exhibit B-1, Deliverables**, to this Attachment.

G. Reporting

1. General Reporting Requirements

The Vendor shall adhere to reporting requirements included in this Section. The Agency reserves the right to direct the Vendor to amend or update its reports and/or report formats in accordance with the best interests of the Agency and at no cost to the Agency. The Agency will notify the Vendor of such modification, in writing.

All electronic transmission of reports and supporting documentation containing Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA) must be encrypted to meet the HIPAA privacy standards. Unless otherwise directed by the Agency, all electronic reports shall be formatted utilizing Microsoft Word or Excel, version 2016 or greater. Supporting documentation may be submitted in Adobe PDF format. The Vendor shall maintain the capability to upgrade its electronic report format as directed by the Agency.

Report formats shall be finalized and approved by the Agency no later than thirty (30) calendar days after execution of the Contract resulting from this solicitation, unless otherwise agreed to by the Agency.

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The Vendor shall develop reports, using formats approved in advance by the Agency, complying with the requirements established by the Agency. When reporting requirements are not established in this solicitation or the resulting Contract, the Agency shall provide the Vendor with instructions and submission timetables. The Agency reserves the right to modify reporting formats and submission timetables resulting from changing priorities or management direction.

All reports shall be developed and produced at no cost to the Agency.

2. Monthly, Quarterly, and Annual Reports

- a. The Vendor shall propose reports to the Agency to aid in improving the PASRR program, enrollee experience, continuity of care, and overall Medicaid program enhancement. The Agency will have final determination of reports to be submitted.
- b. The Vendor shall make reports produced under this Contract available to the following state agencies, upon request by the Agency: APD, DOEA, DCF, and DOH.
- c. Unless otherwise stated, the Vendor shall submit monthly reports by the fifteenth (15th) of each month following the reporting month; quarterly report(s) by the fifteenth (15th) calendar day following the end of the preceding quarter; and annual reports within forty-five (45) calendar days following the end of each Contract year.
- d. The Vendor shall submit the following reports in the frequency described in **Table 1**, Report Timeframes and Data Elements, below. The Agency shall provide additional specifications for each report listed at thirty (30) days before the Contract implementation date. For each report where aggregated information is provided, the Vendor shall ensure the Agency is able to query the web-based system to obtain a detailed report, which lists all individual cases within the reporting category (e.g., Level I Screenings). The Vendor shall be capable of providing demographic information, including name, social security number, age, date of birth, Medicaid identification number (if applicable), address, name of screener or evaluator, and when applicable, facility information including the name, type, address, county, Medicaid provider number, and license number.

TABLE 1 REPORT TIMEFRAMES AND DATA ELEMENTS		
Name of Report	Description of the Report and Data Elements	Frequency
Level I Screenings	The Vendor shall provide a report detailing its performance reviewing Level I screenings, including the following outcome information: • Number of Level I screenings submitted by Agency-delegated screeners • Number of Level I screenings submitted by Agency-delegated screeners that were accepted as complete • Number of Level I screenings submitted by Agency-delegated screeners that were rejected and the reasons	Monthly

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TABLE 1 REPORT TIMEFRAMES AND DATA ELEMENTS		
	why • Number of Level I screenings completed directly by the Vendor • Number of Level I screenings requiring a Level II evaluation, broken down by the frequency in which SMI, ID, or both were suspected • Number of Level I screenings that did not require a Level II evaluation • Number of Level I screenings where it was determined that a nursing facility is not the appropriate placement for the individual • Number of Level I screenings that were not submitted timely by the Agency-delegated screener (prior to admission to the nursing facility) • Timeliness of completing all Level I screening determinations in accordance with Contractual standards	
Provisional Admissions	The Vendor shall provide an itemized report of each of the following types of provisional admissions, including the number of days the individual resided in the nursing facility prior to completion of the Level II evaluation in each instance where one was required: • Cases where the individual experienced delirium • Cases where there was an emergency admission requiring protective services • Cases where an individual is admitted to an NF for an in-home caregiver's respite • Cases where an individual is admitted to a nursing facility under the hospital discharge exemption • Cases where an individual with SMI, ID, or both, is transferred to the hospital from the nursing facility, and the hospital stay is longer than ninety (90) consecutive days	Monthly
Level II Evaluations	The Vendor shall provide a report detailing its performance reviewing Level II evaluations, including the following outcome information: • Number of Level II evaluations completed • Number of Level II evaluations where it was determined that the individual does not meet the definition of SMI or ID	Monthly

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TABLE 1 REPORT TIMEFRAMES AND DATA ELEMENTS		
	• Number of Level II evaluations where it was determined that the individual meets the definition of SMI or ID • Number of Level II evaluations where it was determined that the individual meets the definition of SMI or ID and specialized services were recommended. Include types and frequency of specialized services recommended (i.e., fifty percent (50%) of individuals where an ID diagnosis was confirmed required behavior analysis services) • Number of Level II evaluations where it was determined that the individual meets the definition of SMI or ID and alternative services of a lesser intensity were recommended. Include types and frequency of services recommended • Number of Level II evaluations where it was determined that a nursing facility is not the appropriate placement for the individual, broken down by the frequency individuals suspected of having an SM or ID diagnosis (or both) • Timeliness of completing all Level II evaluation determinations in accordance with Contractual standards • The number of Level II evaluations administratively closed for incomplete documentation	
Resident Reviews	The Vendor shall provide a report detailing its performance reviewing Resident Reviews, including the following outcome information: • Number of Resident Reviews requested • Number of Resident Reviews completed • Number of Resident Reviews where it was determined that the individual does not meet the definition of SMI or ID • Number of Resident Reviews where it was determined that the individual meets the definition of SMI or ID • Number of Resident Reviews where it was determined that the individual meets the definition of SMI or ID and specialized services were recommended. Include types and frequency of specialized services recommended (i.e., fifty percent (50%) of individuals where an ID diagnosis was confirmed required behavior analysis services) • Number of Resident Reviews where it was determined that the individual meets the definition of SMI or ID and alternative services of a lesser intensity were	Monthly

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TABLE 1 REPORT TIMEFRAMES AND DATA ELEMENTS		
	recommended. Include types and frequency of services recommended • Number of Resident Reviews where it was determined that a nursing facility is not the appropriate placement for the individual, broken down by the frequency individuals suspected of having an SM or ID diagnosis (or both) • Timeliness of completing all Resident Review determinations in accordance with Contractual standards • The number of Resident Reviews administratively closed for incomplete documentation	
Call Center Statistics	The Vendor shall report on its performance in achieving the following call center standard as defined in Section I., Service(s) to be Provided, Sub-section E., Service Provided by the Vendor, Item 12., Customer Service, of this Attachment: • Call answer timeliness • First-call resolution • Average hold time • Quality assurance monitoring • Average speed of answer • Call abandonment rate • Call blockage rate	Monthly
Quarterly Report	The Vendor shall provide a summary of the major accomplishments during the reporting period, including but not limited: • Follow-up activities to ensure individuals are receiving the specialized services as required in Rule 59G-1.040, F.A.C. • Training and education provided (face-to-face and web-based session) • Improvements in operating procedures, resulting in efficiencies or improvement in efficacy • Staffing turnover rates for minimum required positions	Quarterly
Expenditure Report	The Vendor shall submit a report showing line item expenditure amounts and the total actual associated costs of the project during each fiscal year.	Annual
Performance	The Vendor shall submit a report on the performance of	Annual

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TABLE 1 REPORT TIMEFRAMES AND DATA ELEMENTS		
Report	Agency-delegated entities in complying with PASRR requirements, identifying any targeted areas where performance can be improved. The Vendor shall also identify any opportunities where the Vendor can improve its performance, the strategies that will be deployed to achieve such improvement, and the timeline for implementation.	

3. Ad Hoc Analysis and Reports

- a. The Agency reserves the right to request the Vendor to conduct ad hoc analyses and provide ad hoc reports. In such instances, the Agency will make the request in writing and will establish a deadline for submission.
- b. Ad hoc analyses and reporting shall be provided at no cost to the Agency.
- c. The Vendor shall provide ad hoc reports on an as needed basis at no additional cost to the Agency. Ad hoc reports may be requested on any aspect of the data collected by the Vendor.
- d. Ad hoc reports shall be submitted to the Agency within fourteen (14) calendar days from the time of the request, unless the Agency directs the Vendor to provide the data or information in less than fourteen (14) calendar days.

At the Agency's request, the variables calculated as part of ad hoc reports may be required for inclusion in standard reports.

H. Monitoring

The Agency will monitor the Vendor's performance during the term of the contract to ensure that all reporting and deliverable requirements of this Scope of Services are met.

II. Method of Payment:

This is a fixed-price, unit cost Contract. The Agency shall pay the Vendor, in arrears, upon the completion and acceptance of deliverables in accordance with the deliverable schedule specified in **Exhibit B-1**, Deliverables. The Vendor is limited to receiving payment only for the tasks specified and performed in accordance with this Contract, unless amended.

A. Invoicing

1. Invoices and all supporting documents shall be submitted on the Vendor's letterhead to the Agency's designated Contract Manager within fifteen (15) calendar days of completion and Agency approval of deliverable(s). The Vendor, at its discretion, may submit an invoice for multiple (approved) deliverables if appropriate. At no time will the Vendor submit an invoice requesting payment for one (1) or more deliverables that have not been approved by the Agency.

Invoice(s) shall include, at a minimum:

- a. Invoice date;

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- b.** Invoice number;
 - c.** Agency's Contract number;
 - d.** Description of the services rendered;
 - e.** Date(s) on which services were rendered;
 - f.** Payment remittance address; and
 - g.** Other supporting documentation as requested by the Agency.
- 2.** The Vendor shall not charge the State for any travel expenses related to any portion of this Contract without the Agency's prior written approval. Upon obtaining the Agency's written approval, the Vendor shall be authorized to incur travel expenses payable by the Agency to the extent provided by Section 112.061, Florida Statutes (F.S.).
- 3.** Payments will be authorized only for services that are in accordance with the terms and conditions of this Contract.
- 4.** Appropriate documentation as determined by the Agency shall be submitted to support invoices.
- 5.** Invoices shall not be approved for payment by the Agency until reports and deliverables from the Vendor are received as specified in this Contract.

B. Late Invoicing

Unless written approval is obtained from the Agency, and at the discretion of the Agency, correct invoices with documentation received forty-six (46) to sixty (60) calendar days after the Agency's acceptance of the deliverable(s) will be paid at ninety percent (90%) of the amount of the invoice. Correct invoices with documentation received sixty-one (61) to ninety (90) calendar days after the Agency's acceptance of the deliverable(s) will be paid at seventy-five percent (75%) of the invoice. Invoices received ninety-one (91) calendar days or more after the Agency's acceptance of the deliverable(s) will **not** be paid.

If the Vendor is unable to meet the invoice submission deadlines specified in this Contract, the Vendor shall notify the Agency in writing prior to the deadline explaining the circumstances and requesting an extension to the deadline.

C. Financial Consequences as Liquidated Damages

1. Performance Standards and Liquidated Damages

- a.** The Vendor shall comply with all requirements and performance standards set forth in the Contract.
- b.** The Agency's Contract Manager will monitor the Vendor's performance in accordance with the monitoring requirements of the Contract. Failure by the Vendor to meet the established minimum performance standards may result in the Agency, in its sole discretion, finding the Vendor to be out of compliance, and all remedies provided in the Contract and under law, shall become available to the Agency.

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- c. The Agency reserves the right to impose liquidated damages upon the Vendor for failure to comply with the performance standard requirements set forth in **Table 2**, Performance Standards and Liquidated Damages, below.

TABLE 2 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES	
Performance Standard Requirement	Liquidated Damages to be Imposed
Performance Bond	
A performance bond in the amount of ten percent (10%) of the total annual amount of the Contract shall be furnished to the Agency by the Vendor within thirty (30) calendar days after execution of the Contract and prior to commencement of any work under the Contract.	\$500.00 per calendar day for each calendar day after the due date until an acceptable performance bond is furnished to the Agency.
A performance bond shall be furnished on an annual basis, thirty (30) calendar days prior to the new Contract year and be in the amount of ten percent (10%) of the current annual Contract amount.	\$500.00 per calendar day for each calendar day after the due date until an acceptable performance bond is furnished to the Agency.
HIPAA	
The Vendor shall comply with provisions of Health Insurance Portability and Accountability Act (HIPAA) / Health Information Technology for Economic and Clinical Health (HITECH).	\$500.00 to \$5,000.00 , per incident, per occurrence, depending upon the severity. In addition, Federal penalties may apply in accordance with the HIPAA Act of 1996.
The Vendor shall not inappropriately release PHI.	\$500.00 to \$5,000.00 , per incident, per occurrence, depending upon the severity.
Records	
The Vendor shall comply with public records laws, in accordance with Section 119.0701, F.S.	\$5,000.00 for each incident in which the Vendor does not comply with a public records request.
Background Screening	
Complete initial and renewal background screenings within required timeframes.	\$250.00 per occurrence.
Submit policies and procedures within thirty (30) calendar days of Contract execution.	\$250.00 per calendar day beyond the due date.
Security Rating Score	
Annually maintain a top tier security rating score from the Agency's selected information security rating service.	\$5,000.00 per occurrence and \$250.00 per calendar day, if the Vendor does not improve to a top tier security rating score within three (3) months after its initial failure notification by the Agency, to annually obtain a top tier security rating score.
System Issues Resolution	

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TABLE 2 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES	
Performance Standard Requirement	Liquidated Damages to be Imposed
The Vendor shall resolve all issues requiring system downtime outside of the normal maintenance window within one (1) hour as outlined in Section I. , Services to be Provided, Sub-Section E. , Services Provided by the Vendor, Item 10. , System Downtime and Modifications.	\$1,000.00 per incident in which system issues are not resolved within the required timeframe.
The Vendor shall maintain 99.95 percent system availability as outlined in Section I. , Services to be Provided, Sub-Section E. , Services Provided by the Vendor, Item 10. , System Downtime and Modifications.	\$10,000.00 if system availability does not reach 99.95 percent in a calendar month.
Information Security Compliance Documentation	
Annually submit information security compliance documentation as agreed upon, in writing, between the Vendor and the Agency by TBD of each Contract year.	\$1,000.00 per calendar day for each calendar day beyond the due date.
Services	
Implement the approved Corrective Action Plan (CAP) by the Agency specified date.	\$500.00 per calendar day for each calendar day that the approved CAP is not implemented to the satisfaction of the Agency.
Staffing Requirements - The Vendor shall comply with the requirements as outlined in Section I. , Service(s) to be Provided, Sub-Section E. , Services Provided by the Vendor, Item 16. , Staffing Requirements.	\$100.00 per missed submission of the Organizational Chart on the required due date as identified in this Contract

2. Sanctions

- a. In the event the Agency identifies a violation of or other non-compliance with the Contract (to include the failure to meet performance standards), the Agency may sanction the Vendor pursuant to Section 409.912(4), F.S. The Agency may impose sanctions in addition to any liquidated damages imposed pursuant to the Contract.
- b. For purposes of this **Item**, violations involving individual, unrelated acts shall not be considered arising out of the same action.
- c. If the Agency imposes monetary sanctions, the Vendor must pay the monetary sanctions to the Agency within thirty (30) calendar days from receipt of the notice of sanction, regardless of any dispute in the monetary amount or interpretation of policy which led to the notice. If the Vendor fails to pay, the Agency, at its discretion, reserves the right to recover the money by any legal means, including but not limited to the withholding of any payments due to the Vendor. If the Deputy Secretary determines that the Agency should reduce or eliminate the amount imposed, the Agency will return the appropriate amount to the Vendor within sixty (60) calendar days from the date of a final decision rendered.

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3. Disputes

- a. To dispute liquidated damages, sanctions and/or contract interpretations, the Vendor must request that the Agency's Deputy Secretary for Medicaid or designee, hear and decide the dispute.
- b. The Vendor must submit a written dispute directly to the Deputy Secretary, listed below, or designee by U.S. mail and/or commercial courier service (hand delivery will not be accepted). This submission must be received by the Agency within twenty-one (21) calendar days after the issuance of liquidated damages, sanctions and/or contract interpretations and shall include all arguments, materials, data, and information necessary to resolve the dispute (including all evidence, documentation and exhibits). The Vendor submitting such written requests for appeal or dispute as allowed under the Contract by U.S. mail and/or commercial courier service, shall submit such appeal or dispute to the following mailing address:

Deputy Secretary for Medicaid
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop 8
Tallahassee, FL 32308

Regardless of whether delivered by U.S. mail or commercial courier service, appeals or disputes not delivered to the address above will be denied.

- c. The Vendor waives any dispute not raised within twenty-one (21) calendar days of issuance of liquidated damages, sanctions and/or contract interpretations. It also waives any arguments it fails to raise in writing within twenty-one (21) calendar days of receiving the liquidated damages, sanctions and/or contract interpretations, and waives the right to use any materials, data, and/or information not contained in or accompanying the Vendor's submission submitted within the twenty-one (21) calendar days following its receipt of the liquidated damages, sanctions and/or contract interpretations in any subsequent legal, equitable, or administrative proceeding (to include Circuit Court, Federal court and any possible administrative venue).
- d. The Deputy Secretary or his/her designee will decide the dispute under the reasonableness standard, reduce the decision to writing and serve a copy to the Vendor. This written decision will be final.
- e. The exclusive venue of any legal or equitable action that arises out of or relating to the Contract, including an appeal of the final decision of the Deputy Secretary or his/her designee, will be Circuit Court in Leon County, Florida. In any such action, the Vendor agrees to waive its right to a jury trial, and that the Circuit Court can only review the final decision for reasonableness, and Florida law shall apply. In the event the Agency issues any action under Florida Statutes or Florida Administrative Code apart from the Contract, the Agency will notice the Vendor of the appropriate administrative remedy.

III. Attorney's Fees

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

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IV. Legal Action Notification

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

V. Damages for Failure to Meet Contract Requirements

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

VI. Corrective Action Plan (CAP)

- A.** If the Agency determines that the Vendor is out of compliance with any of the provisions of this Contract, the Agency may require the Vendor to submit a Corrective Action Plan (CAP) within a specified timeframe. The CAP shall provide an opportunity for the Vendor to resolve deficiencies without the Agency invoking more serious remedies, up to and including contract termination.
- B.** The Vendor shall respond by providing a CAP to the Agency within the timeframe specified by the Agency.
- C.** The Vendor shall implement the CAP only after Agency approval.
- D.** The Agency may require changes or a complete rewrite of the CAP and provide a specific deadline.
- E.** If the Vendor does not meet the standards established in the CAP within the agreed upon timeframe, the Vendor shall be in violation of the provisions of this Contract and shall be subject to liquidated damages.

VII. Performance Bond

- A.** A performance bond in the amount specified in **Table 3**, Performance Bond Requirements, below, shall be furnished to the Agency by the Vendor for the specified Contract term.

TABLE 3 PERFORMANCE BOND REQUIREMENTS			
Contract Term	"Estimated" Annual Contract Amount	Performance Bond Amount (10%)	
Year 1	TBD		TBD
Year 2	TBD		TBD
Year 3	TBD		TBD
Year 4	TBD		TBD
Renewal Year 1	TBD		TBD

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Renewal Year 2	TBD	TBD
Renewal Year 3	TBD	TBD
Renewal Year 4	TBD	TBD

B. Performance Bond Requirements

1. The initial performance bond shall be furnished to the Agency's Bureau of Purchasing and Contract Administration within thirty (30) calendar days after execution of this Contract and prior to commencement of any work under this Contract.
2. Thereafter, the performance bond shall be furnished on an annual basis, thirty (30) calendar days prior to the new Contract year.
3. The initial performance bond shall be in the amount of ten percent (10%) of the current annual Contract amount and shall be submitted to the Agency's Bureau of Purchasing and Contract Administration at:

**Bureau of Purchasing and Contract Administration
Agency for Health Care Administration
Attention: Contract Administration Unit
2727 Mahan Drive, Mail Stop 15
Tallahassee, FL 32308**

4. A copy of all performance bonds shall be submitted to the Agency's Contract Manager.
5. The performance bond must not contain any provisions that shorten the time for bringing an action to a time less than that provided by the applicable Florida Statute of Limitations. (See Section 95.03, F.S.)
6. No payments will be made to the Vendor until an acceptable performance bond is furnished to the Agency. The performance bond shall remain in effect for the full term of this Contract, including any renewal period. The Agency shall be named as the beneficiary of the Vendor's bond. The bond shall provide that the insurer(s) or bonding company(ies) pay losses suffered by the Agency directly to the Agency.
7. The cost of the performance bond will be borne by the Vendor.
8. Should the Vendor terminate this Contract prior to the end of this Contract period, an assessment against the bond will be made by the Agency to cover the costs of selecting a new Vendor. The Vendor agrees that the Agency's damages in the event of termination by the Vendor shall be considered to be for the full amount of the bond. The Agency need not prove the damage amount in exercising its right of recourse against the bond.

VIII. Contract Transition

- A. At the time of this Contract's completion, the Vendor shall cooperate with the Agency in transitioning responsibilities of this Contract to the Agency or another vendor.
- B. The Vendor shall deliver to the Agency, or its authorized representative, all Contract-related records and data in a format specified by the Agency, within sixty (60) calendar days from the expiration or termination of this Contract. This obligation survives termination of this Contract.

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- C.** Prior to the ending or termination of this Contract, the Vendor shall meet with the new vendor or the Agency's designated representative(s) to develop a HIPAA compliant, written agreement that sets forth how the entities will cooperate to ensure an effortless transition. The agreement must be approved by the Agency prior to execution and shall include at a minimum, the following:
1. Designated point of contact for both entities;
 2. A calendar of regularly scheduled meetings;
 3. A detailed list of data that will be shared;
 4. A mechanism and timeframe for transmitting records and data from the Vendor's system;
 5. A mechanism and timeframe for transmitting documents produced under this Contract, as requested by the Agency;
 6. A clear description of the mutual needs and expectations of both entities; and
 7. Identification of risks and barriers associated with the transition of services to a new vendor and solutions for overcoming them.

IX. System Functionality

- A.** The Vendor shall have the capacity (hardware, software, and personnel) sufficient to access and generate all data and reports needed for this Contract.
- B.** The Vendor shall comply with HIPAA and the HITECH Act.
- C.** The Vendor shall have protocols and internal procedures for ensuring system security and the confidentiality of recipient identifiable data.
- D.** The Vendor shall ensure an annual information security compliance audit is performed on the application hosting center. The Vendor shall provide a copy of the most recent audit report to the Agency.

X. Information Technology

- A.** The Vendor shall have the necessary information technology (IT) resources needed to fully manage the product required in this Contract.
- B.** Agency Contract Managers shall be responsible for submitting and managing Vendor staff requests or needs for access connectivity to the Agency's data communications network, and the relevant information systems attached to this network, in accordance with all applicable Agency policies, standards and guidelines. The Vendor shall notify the Agency of termination of any staff with access to the Agency's network within twenty-four (24) hours of the termination.
- C.** Vendor staff that have access connectivity to the Agency's data communications network shall be required to complete Agency Security Awareness Training and Agency HIPAA Training. The successful respondent shall also be required to sign an Acceptable Use Acknowledgement Form and submit the completed form to the Agency's Information Security Manager (ISM). The requirements described in this **Item** must be completed before access to the Agency's network is provided.

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D. Development Requirements

This Sub-Section is applicable if the Vendor solution or service includes interoperability with the Agency's information technology enterprise.

1. The Vendor shall provide the Agency, providers, and others as identified in this Contract, with the necessary software to execute the requested system.
2. The Vendor's software when implemented, shall meet the implementation day's industry's best practices and standards NIST (National Institute for Standards and Technology), and W3C (World Wide Web Consortium) which includes development tools.
3. The Vendor shall develop a system that allows Agency staff to access the system from the Agency network and mobile devices. The Vendor shall provide a Mobile Device Management (MDM) or Enterprise Mobility Management (EEM) solution that requires mobile device enrollment in order to access the Vendor's web-based system, database, or Agency network.
4. The Vendor shall allow Agency access to the data for reporting purposes. Data exports shall comply with the National Information Exchange Model (NIEM) format. Additionally, the Vendor must utilize an Agency-approved API standard (e.g., RESTful APIs, with HL7 FHIR for clinical data exchange) to provide real-time integration, APIs, and healthcare-specific data exchange.
5. The Vendor's architecture and design document will be reviewed by the Agency's Division of IT before coding starts. This will require a personal presentation by the Vendor's architect(s).
6. Comments will be used in the code to help other developers to understand the coding methodology/logic that was used.
7. Proper exception handling is required.
8. Logging and Auditing may be required for some systems.
9. Usage of Session and Cache should be limited.
10. Hard coded values are not allowed for referencing the shared resource address and name. This includes: URL (Uniform Resource Locator) name, file path, email address, database connection string, etc.
11. The website shall be Section 508 compliant and follow WCAG 2.1 Level AA industry standards and best practices. The Vendor shall submit a VPAT/Accessibility Conformance Report prior to website launch and after any major updates.
12. The website shall contain the Agency header and footer that are currently on ahca.myflorida.com.
13. Chrome, Firefox, Safari and Microsoft Edge are the most commonly used browsers. Internet applications must be compatible with all internet browsers recognized by the World Wide Web Consortium, <http://www.w3.org/>. The Vendor shall deploy the system to be browser agnostic while keeping up with the most current versions of Internet browser

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releases in coordination with the Agency's Division of IT standards. Compatibility is required by the Vendor with all supported versions within six (6) months of the browser's official release. These requirements shall also apply to mobile accessibility.

- 14.** All code shall be submitted to the Agency by the Vendor for standards review prior to user testing. This code review requires a personal presentation by the Vendor's coder(s).
- 15.** The Vendor's test plan shall be prior-approved by the Agency's Division of IT. The system will be tested on and off site using different browsers and different devices.
- 16.** The documents listed below are required as part of the Vendor's application development:
 - a.** Architecture design;
 - b.** Security model;
 - c.** Technical specifications;
 - d.** Database entity relationship diagram;
 - e.** Data Dictionary;
 - f.** User documentation;
 - g.** Test plan;
 - h.** Deployment plan; and
 - i.** Maintenance requirements.

E. Below is the Agency's current environment:

- 1.** HIPAA and CJIS (Criminal Justice Information System) compliance;
- 2.** Microsoft office;
- 3.** SQL (Structured Query Language) server;
- 4.** Microsoft Azure and Office 365;
- 5.** SFTP (Secure File Transfer Protocol);
- 6.** WEB Services;
- 7.** MVC (Model View Controller);
- 8.** C#;
- 9.** TFS (Team Foundation Server);
- 10.** WEB Applications;

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11. Laserfiche;
 12. SharePoint;
 13. SSL (Secure Sockets Layer) and TLS (Transport Layer Security); Mobile devices; and
 14. SSRS (SQL Server Report Services) and Tableau.
- F. The Vendor must adhere and comply with the Agency's Division of IT standards regarding SSL Web interface(s) and TLS.
- G. The Vendor must adhere to the Driver Privacy Protection Act (DPPA) rules that address a memorandum of understanding and security requirements as well as other requirements contained in Rule.
- H. The Vendor, its employees, subcontractors and agents shall provide immediate notice to the Agency Information Security Manager ("ISM") in the event it becomes aware of any security breach and any unauthorized transmission or loss of any or all of the data collected or created for or provided by the Agency ("State Data") or, to the extent the Vendor is allowed any access to the Agency's information technology ("IT") resources, provide immediate notice to the ISM, of any allegation or suspected violation of security procedures of the Agency. Except as required by law and after notice to the Agency, the Vendor shall not divulge to third parties any confidential information obtained by the Vendor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing this Contract work according to applicable rules, including, but not limited to, Rule 60GG-2, Florida Administrative Code (FAC) and its successor regulation, security procedures, business operations information, or commercial proprietary information in the possession of the State or the Agency. After the conclusion of this Contract unless otherwise provided herein, the Vendor shall not be required to keep confidential information that is publicly available through no fault of the Vendor, material that the Vendor developed independently without relying on the State's confidential information, or information that is otherwise obtainable under State law as a public record.
- I. In the event of loss of any State Data or record where such loss is due to the negligence of the Vendor or any of its subcontractors or agents, the Vendor shall be responsible for recreating such lost data in the manner and on the schedule set by the Agency at the Vendor's sole expense, in addition to any other damages the Agency may be entitled to by law or this Contract. In the event lost or damaged data is suspected, the Vendor will perform due diligence and report findings to the Agency and perform efforts to recover the data. If it is unrecoverable, the Vendor shall pay all the related costs associated with the remediation and correction of the problems engendered by any given specific loss. Further, failure to maintain security that results in certain data release will subject the Vendor to the administrative sanctions for failure to comply with Section 501.171, F.S., together with any costs to the Agency of such breach of security caused by the Vendor. If State Data will reside in the Vendor's system, the Agency may conduct, or request the Vendor conduct at the Vendor's expense, an annual network penetration test or security audit of the Vendor's system(s) on which State Data resides. All Vendor personnel who will have access to State-owned Data will undergo the background checks and screenings described in this Contract.
- J. The Vendor shall ensure that call centers, Information Technology (IT) help desks or any other type of customer support provided directly under this Contract, shall be located only in the forty-eight (48) contiguous United States.
- K. The Vendor must conform to current and updated publications of the principles, standards, and guidelines of the Federal Information Processing Standards (FIPS), the National Institute of

ATTACHMENT B SCOPE OF SERVICES

Standards and Technology (NIST) publications, including but not limited to [Cybersecurity-Framework](#) and NIST SP 800-53.

- L. The Vendor must employ traffic and network monitoring software and tools on a continuous basis to identify obstacles to optimum performance.
- M. The Vendor must employ traffic and network monitoring software and tools on a continuous basis to identify email and Internet spam and scams and restrict or track user access to appropriate websites.
- N. The Vendor must employ traffic and network monitoring software and tools on a continuous basis to identify obstacles to detect and prevent hacking, intrusion and other unauthorized use of the Vendor's resources.
- O. The Vendor must employ traffic and network monitoring software and tools on a continuous basis to prevent adware or spyware from deteriorating system performance.
- P. The Vendor must employ traffic and network monitoring software and tools on a continuous basis to update virus blocking software daily and aggressively monitor for and protect against viruses.
- Q. The Vendor must employ traffic and network monitoring software and tools on a continuous basis to monitor bandwidth usage and identify bottlenecks that impede performance.
- R. The Vendor must employ traffic and network monitoring software and tools on a continuous basis to provide methods to flag recipient data to exclude Protected Health Information (PHI) from data exchanges as approved by the State, and to comply with recipient rights under the HIPAA privacy law for: 1) Requests for restriction of the uses and disclosures on PHI (45 Code of Federal Regulations (CFR) 164.522(a)); 2) Requests for confidential communications (45 CFR 164.522(b)); and 3) Requests for amendment of PHI (45 CFR 164.526). The Vendor must also enter into a Business Associate Agreement ("BAA") with the Agency. The provisions of the BAA apply to HIPAA requirements and in the event of a conflict between the BAA and the provisions of this **Sub-Section**, the BAA shall control. (See **Attachment II**, Business Associate Agreement).
- S. The Vendor shall conduct all activities in compliance with 45 CFR 164 Subpart C to ensure data security, including, but not limited to encryption of all information that is confidential under Florida or Federal law, while in transmission and while resident on portable electronic media storage devices. Encryption is required and shall be consistent with Federal Information Processing Standards (FIPS), and/or the National Institute of Standards and Technology (NIST) publications regarding cryptographic standards.
- T. The Agency may conduct an initial IT security rating score scan on the Vendor, as well as periodic or continuous security monitoring through an information security rating service, at the Agency's expense, to enable the Agency to effectively measure and mitigate the Vendor's security risks. The Vendor will work with the Agency's Security Rating Score Provider to define the relevant Vendor assets providing Agency services. If the Vendor does not maintain a top tier security rating score, the Agency will impose liquidated damage(s) and/or other applicable sanction(s).
- U. The Agency shall have ownership (or perpetual license) of all custom source code, configurations, and technical documentation developed by the Vendor in accordance with the requirements of this Scope of Services.

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- V.** The Vendor must remediate any identified system or application vulnerabilities whether discovered through annual audit, scanning, or external report. Remediation performed by the Vendor shall meet the following Service Level Agreements (SLA):
- 1.** Critical-severity vulnerabilities shall be remediated within fifteen (15) calendar days.
 - 2.** High-severity vulnerabilities shall be remediated within thirty (30) calendar days
 - 3.** Medium-severity vulnerabilities shall be remediated within ninety (90) calendar days.
 - 4.** Low-severity vulnerabilities shall be remediated within three hundred sixty-five (365) calendar days.

XI. Disaster Recovery

- A.** The Vendor shall develop and maintain a disaster recovery plan for restoring the application of software and current master files and for hardware backup in the event the production systems are disabled or destroyed. The disaster recovery plan shall limit service interruption to a period of twenty-four (24) clock hours and shall ensure compliance with all requirements under this Contract. The records backup standards and a comprehensive disaster recovery plan shall be developed and maintained by the Vendor for the entire period of this Contract and submitted for review annually by the anniversary date of this Contract.
- B.** The Vendor shall maintain a disaster recovery plan for restoring day-to-day operations including alternative locations for the Vendor to conduct the requirements of this Contract. The disaster recovery plan shall limit service interruption to a period of twenty-four (24) clock hours and shall ensure compliance with all requirements of this Contract.
- C.** The Vendor shall maintain a Recovery Time Objective (RTO) of eight (8) hours and a Recovery Point Objective (RPO) of thirty (30) minutes.
- D.** The Vendor shall maintain database backups in a manner that shall eliminate disruption of service or loss of data due to system or program failures or destruction.
- E.** The disaster recovery plan shall be finalized no later than thirty (30) calendar days prior to this Contract effective date. The Agency shall review the Vendor's disaster recovery plan during the readiness review.
- F.** The Agency, at its discretion, reserves the right to direct the Vendor to amend or update its disaster recovery plan in accordance with the best interests of the Agency and at no additional cost to the Agency.
- G.** The Vendor shall make all aspects of the disaster recovery plan available to the Agency at all times.
- H.** The Vendor shall conduct an annual Disaster Recovery Plan test and submit results for review to the Agency in the annual plan submitted in compliance with **Section XI.**, Disaster Recovery, **Sub-Section A.**

XII. Smartphone Applications

The Vendor shall receive written approval from the Agency Division of Information Technology before implementation of a smartphone application. If the Vendor uses smartphone applications (apps) to

ATTACHMENT B SCOPE OF SERVICES

allow providers direct access to Agency-approved documents and/or content, the Vendor shall comply with the following:

- A. The smartphone application shall disclaim that the application being used is not private and that no PHI or Personally Identifiable Information (PII) should be published on this application by the Vendor or provider; and
- B. The Vendor shall ensure that software applications obtained, purchased, leased, or developed are based on secure coding guidelines; for example:
 - 1. OWASP [Open Web Application Security Project] Secure Coding Principles – http://www.owasp.org/index.php/Secure_Coding_Principles;
 - 2. CERT Security Coding - <http://www.cert.org/secure-coding/>; and
 - 3. Top10SecuritycodingPractices – <https://www.securecoding.cert.org/confluence/display/seccode/Top+10+Secure+Coding+Practices>

XIII. Social Networking

A. Social Networking

All social networking applications, tools or media interactions and communications must be approved in writing by the Agency, prior to use. Any vendor using social networking applications is responsible and accountable for the safeguarding of PHI and all HIPAA Privacy Rule related information must be maintained and monitored.

In addition to all other review and monitoring aspects of this Contract, the Agency, at its discretion, reserves the right to monitor or review the Vendor's monitoring of all social networking activity without notice.

The Vendor shall not conduct business relating to this Contract that involves the exchange of personally identifying, confidential or sensitive information on the Vendor's social network application. The Vendor shall not post information, photos, links/URLs or other items online that would reflect negatively on any individual(s), its enrollees, the Agency or the State.

Any violations of this provision shall subject the Vendor to administrative action by the Agency as determined by the Agency.

XIV. Definitions and Acronyms

A. Definitions

Ad Hoc – A report designed for a specific purpose, case, or situation.

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

Agency Information Technology (IT) Enterprise – Any interconnected system(s) or subsystem(s) or equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the Agency.

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Business Day – Traditional workday, including Monday, Tuesday, Wednesday, Thursday, and Friday. State holidays are excluded.

Calendar Day – All seven days of the week. A twenty-four (24) hour period between midnight and midnight, regardless of whether or not it occurs on a weekend or holiday.

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

Contract – The written agreement between the Agency and the Vendor comprised of the Contract, any addenda, appendices, attachments, or amendments thereto.

Contract Amendment – Any written alteration in the specifications, delivery point, rate of delivery, Contract period, price, quantity, or other Contract provisions of any existing Contract.

Contract Manager – An individual designated to act as liaison between the Agency and the Vendor and is responsible for the management of this Contract.

Interoperability – The ability of a system to work with or use the parts or equipment of another system, and characterized by seamless coordination and integration with other systems.

System Downtime – The measurement of the system's reliability, expressed as the percentage of the time the system is unavailable.

Vendor – The entity that contracts directly with the Agency for the work specified within this Contract.

B. Acronyms

Apps	Applications
BAA	Business Associate Agreement
CAP	Corrective Action Plan
CFR	Code of Federal Regulations
CJIS	Criminal Justice Information System
DPPA	Driver Privacy Protection Act
EEO	Equal Employment Opportunity
FAC	Florida Administrative Code
FIPS	Federal Information Processing Standards
FS	Florida Statutes
HIPAA	Health Insurance Portability and Accountability Act
HITECH	Health Information Technology for Economic and Clinical Health

**ATTACHMENT B
SCOPE OF SERVICES**

ISM	Information Security Manager
IT	Information Technology
MVC	Model View Controller
NIEM	National Information Exchange Model
NIST	National Institute for Standards and Technology
PHI	Protected Health Information
PII	Personally Identifiable Information
PL	Public Law
SFTP	Secure File Transfer Protocol
SOC	Service Organization Controls
SQL	Structured Query Language
SSL	Secure Sockets Layer
SSRS	SQL Server Report Services
TFS	Team Foundation Server
TLS	Transport Layer Security
URL	Uniform Resource Locator
US	United States
USC	United States Code
W3C	World Wide Web Consortium

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**ATTACHMENT B
EXHIBIT B-1
DELIVERABLES**

1	DELIVERABLE
	Implementation Plan
	SUPPORTING DOCUMENTATION
	The Vendor shall develop and submit an Implementation Plan for Agency review and approval that complies with the requirements as outlined in Attachment B , Scope of Services, Section I. , Service(s) to be Provided, Sub-section E. , Services Provided by the Vendor, Item 9. , Implementation Plan.
	DUE DATE(S)
	Due within fifteen (15) calendar days of Contract execution.
	AMOUNT
	No cost.
	PERFORMANCE STANDARDS
	The Vendor shall submit the required deliverable one hundred percent (100%) complete and on time.
	FINANCIAL CONSEQUENCES
	\$250.00 per calendar day beyond the due date unless the Vendor received written approval from the Agency for an extension before the due date.

2	DELIVERABLE
	Operational Policies and Procedures
	SUPPORTING DOCUMENTATION
	The Vendor shall develop and submit Operational Policies and Procedures for Agency review and approval as outlined in Attachment B , Scope of Services, Section I. , Service(s) to be Provided, Sub-section E. , Services Provided by the Vendor, Item 8. , Operational Policies and Procedures.
	DUE DATE(S)
	Due within (15) calendar days of Contract execution.
	AMOUNT
	No cost.
	PERFORMANCE STANDARDS
	The Vendor shall submit the required deliverable one hundred percent (100%) complete and on time.
	FINANCIAL CONSEQUENCES
	\$250.00 per calendar day beyond the due date unless the Vendor received written approval from the Agency for an extension before the due date.

3	DELIVERABLE
	Internal Quality Control Plan
	SUPPORTING DOCUMENTATION
	The Vendor shall submit an Internal Quality Control Plan as outlined in Attachment B , Scope of Services, Section I. , Service(s) to be Provided, Sub-section E. , Services Provided by the Vendor, Item 17. , Internal Quality Control (IQC) Plan.
	DUE DATE(S)
	Due within fifteen (15) calendar days of Contract execution.
	AMOUNT
	No cost.
	PERFORMANCE STANDARDS
	The Vendor shall submit the required deliverable one hundred percent (100%) complete and on time.

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EXHIBIT B-1
DELIVERABLES**

	FINANCIAL CONSEQUENCES
	\$250.00 per calendar day beyond the due date unless the Vendor received written approval from the Agency for an extension before the due date.

4	DELIVERABLE
	Emergency Management Plan
	SUPPORTING DOCUMENTATION
	The Vendor shall submit an Emergency Management Plan as outlined in Attachment B , Scope of Services, Section I. , Service(s) to be Provided, Sub-section E. , Services Provided by the Vendor, Item 18. , Emergency Management Plan.
	DUE DATE(S)
	Within fifteen (15) days of Contract execution, then by May 1st of each subsequent Contract year.
	AMOUNT
	No cost.
	PERFORMANCE STANDARDS
	The Vendor shall submit the required deliverable one hundred percent (100%) complete and on time.
	FINANCIAL CONSEQUENCES
	\$250.00 per calendar day beyond the due date unless the Vendor received written approval from the Agency for an extension before the due date.

5	DELIVERABLE
	Disaster Recovery Plan
	SUPPORTING DOCUMENTATION
	The Vendor shall develop and submit training and education materials in accordance with Attachment B , Scope of Services, Section XI. , Disaster Recovery.
	DUE DATE(S)
	Initial plan: According to the Agency-approved implementation plan. Final plan: No later than thirty (30) calendar days prior to Contract execution.
	AMOUNT
	No cost.
	PERFORMANCE STANDARDS
	The Vendor shall ensure one hundred percent (100%) of all contractual requirements are completed timely.
	FINANCIAL CONSEQUENCES
	\$250.00 per calendar day beyond the due date unless the Vendor received written approval from the Agency for an extension before the due date.

6	DELIVERABLE
	Education and Training Policies and Procedures
	SUPPORTING DOCUMENTATION
	The Vendor shall develop and submit training and education materials in accordance with Attachment B , Scope of Services, Section I. , Service(s) to be Provided, Sub-Section E. , Services Provided by the Vendor, Item 13. , Education and Training.
	DUE DATE(S)
	No later than sixty (60) calendar days after Contract execution.
	AMOUNT
	No cost.

**ATTACHMENT B
EXHIBIT B-1
DELIVERABLES**

	PERFORMANCE STANDARDS
	The Vendor shall ensure one hundred percent (100%) of all contractual requirements are completed timely.
	FINANCIAL CONSEQUENCES
	\$1,000.00 per calendar day per screening not completed within contractual standards.

7	DELIVERABLE
	Education and Training Materials
	SUPPORTING DOCUMENTATION
	The Vendor shall develop and submit training materials in accordance with Attachment B , Scope of Services, Section I. , Service(s) to be Provided, Sub-section E. , Services Provided by the Vendor, Item 13. , Education and Training Materials.
	DUE DATE(S)
	No later than sixty (60) calendar days after Contract execution.
	AMOUNT
	No cost.
	PERFORMANCE STANDARDS
	The Vendor shall ensure one hundred percent (100%) of all contractual requirements are completed timely.
	FINANCIAL CONSEQUENCES
	\$1,000.00 per calendar day per screening not completed within contractual standards.

8	DELIVERABLE
	Implementation of PASRR Process
	SUPPORTING DOCUMENTATION
	The Vendor shall conduct the work outlined in the Agency-approved final implementation plan to be fully operational in accordance with Attachment B , Scope of Services.
	DUE DATE(S)
	Within ninety (90) days of Contract execution.
	AMOUNT
	TBD
	PERFORMANCE STANDARDS
	The Vendor shall ensure one hundred percent (100%) of all contractual requirements are completed timely.
	FINANCIAL CONSEQUENCES
	\$250.00 per calendar day beyond the due date unless the Vendor received written approval from the Agency for an extension before the due date.

9	DELIVERABLE
	Level I Screenings
	SUPPORTING DOCUMENTATION
	The Vendor shall conduct Level I Screenings as outlined in Attachment B , Scope of Services, Section I. , Service(s) to be Provided, Sub-section E. , Services Provided by the Vendor, Item 2. , Level I Screenings.
	DUE DATE(S)
	All Level I Screenings shall be completed in accordance with the requirements in Attachment B , Scope of Services, Section I. , Service(s) to be Provided, Sub-section E. , Services Provided by the Vendor, which incorporates by reference Rule 59G-1.040, F.A.C.

**ATTACHMENT B
EXHIBIT B-1
DELIVERABLES**

	AMOUNT
	Included in the monthly cost for PASRR Process Operations and Maintenance.
	PERFORMANCE STANDARDS
	The Vendor shall ensure one hundred percent (100%) of all contractual requirements are completed timely.
	FINANCIAL CONSEQUENCES
	\$1,000.00 per calendar day per screening not completed within contractual standards.

10	DELIVERABLE
	Level II Evaluations and Resident Reviews
	SUPPORTING DOCUMENTATION
	The Vendor shall conduct Level II evaluations and Resident Reviews as outlined in Attachment B , Scope of Services, Section I. , Service(s) to be Provided, Sub-section E. , Services Provided by the Vendor, Item 3. , Level II Evaluations.
	DUE DATE(S)
	All Level II Evaluations and Resident Reviews shall be completed in accordance with the requirements in Attachment B , Scope of Services, Section I. , Service(s) to be Provided, Sub-section E. , Services Provided by the Vendor, which incorporates by reference Rule 59G-1.040, F.A.C.
	AMOUNT
	Included in the monthly cost for PASRR Process Operations and Maintenance.
	PERFORMANCE STANDARDS
	The Vendor shall ensure one hundred percent (100%) of all contractual requirements are completed timely.
	FINANCIAL CONSEQUENCES
	\$1,000.00 per calendar day per screening not completed within contractual standards.

11	DELIVERABLE
	Reporting Requirements
	SUPPORTING DOCUMENTATION
	The Vendor shall prepare and submit accurate and complete monthly reports, quarterly reports, and annual reports to the Agency in accordance with Attachment I , Scope of Services, Section I. , Service(s) to be Provided, Sub-section G. , Reporting.
	DUE DATE(S)
	Monthly reports by the fifteenth (15th) of each month following the reporting month. Quarterly reports by the fifteenth (15th) calendar day following the end of the preceding quarter. Annual reports within forty-five (45) calendar days following the end of each Contract year.
	AMOUNT
	No cost.
	PERFORMANCE STANDARDS
	The Vendor shall submit the required deliverable one hundred percent (100%) complete and on time.
	FINANCIAL CONSEQUENCES
	\$250.00 per calendar day beyond the due date unless the Vendor received written approval from the Agency for an extension before the due date.