

STATE OF FLORIDA
FLORIDA DEPARTMENT OF HEALTH
DOH1081



INVITATION TO BID
DOH1081 New Chemistry/Immunochemistry Analyzer

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SECTION 1.0: INTRODUCTORY MATERIALS

1.1. Statement of Purpose

The purpose of this Invitation to Bid (ITB) is for the Department of Health Palm Beach County to obtain competitive pricing to lease or Rent one (1) New Chemistry/Immunochemistry Analyzer including reagent, calibrators, consumables and instrument service/maintenance agreement.

1.2. Specifications

Detailed specifications for this solicitation are provided as **Attachment I** in this ITB.

1.3. Definitions

Bidder: the vendor or entity that submits materials to the Department in accordance with these instructions.

Bid and Response: the complete written response of the Bidder to the Invitation to Bid, including properly completed forms, supporting documents, and attachments.

Business hours: 8 A.M. to 5 P.M. Eastern Time on all business days.

Calendar days: all days, including weekends and holidays.

Contract: the formal agreement or order that will be awarded to the successful Bidder under this Invitation to Bid, unless indicated otherwise.

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

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

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

Provider: the business entity awarded a contract by the Department in accordance with the Bid submitted by that entity in response to this ITB.

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

SECTION 2.0: PROCUREMENT PROCESS, SCHEDULE & CONSTRAINTS

2.1. Procurement Officer

The Procurement Officer assigned to this solicitation is:

Florida Department of Health

Palm Beach County

Attention: Ms. Judy K. Carter

1050 West 15th Street

Riviera Beach, Florida, 33404

Fax: 561-845-4658

Email: judy.carter@flhealth.gov

2.2. Restriction on Communications

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

2.3. Term

It is anticipated that the Contract resulting from this ITB will be to Lease or Rent one (1) New Chemistry/Immunochemistry Analyzer AND an initial (4) four year Contract for required reagent, calibrators, consumables, parts and supplies for the multiple test listed on Attachment I AND a (3) three year Instrument Service/Maintenance Agreement to begin at the Purchase Order issue date.

2.4. Timeline

<u>EVENT</u>	<u>DUE DATE</u>	<u>LOCATION</u>
ITB Advertised / Released	May 05, 2014	<u>Posted to the Vendor Bid System at:</u> http://vbs.dms.state.fl.us/vbs/main_menu
Questions Submitted in Writing	Must be received PRIOR TO: May 16, 2014 3:30 pm	Submit to: Florida Department of Health Palm Beach County Health Attention: <u>Judy K. Carter</u> 1050 West 15 th Street, Riviera Beach, Florida, 33404 E-mail: judy.carter@flhealth.gov

Answers to Questions (Anticipated Date)	May 22, 2014	Posted to Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Bids Due and Opened	Must be received PRIOR TO: May 30, 2014 3:30 pm	Submit to: Florida Department of Health Palm Beach County Health Attention: <u>Judy K. Carter</u> 1050 West 15 th Street, Riviera Beach, Florida, 33404 E-mail: judy.carter@flhealth.gov
Anticipated Posting of Intent to Award	June 06, 2014	Posted to the Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu

2.5. Addenda

If the Department finds it necessary to supplement, modify or interpret any portion of the specifications or documents during the solicitation period a written addendum will be posted on the MyFlorida.com Vendor Bid System, http://vbs.dms.state.fl.us/vbs/main_menu. It is the responsibility of the Bidder to be aware of any addenda that might affect their Bid.

2.6. Questions

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

Questions related to this solicitation must be received, in writing (either via U.S. Mail, courier, e-mail, fax, or hand-delivery), by the **Procurement Officer identified in Section 2.1**, within the time indicated in the Timeline. Verbal questions or those submitted after the period specified in the Timeline will not be addressed.

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

2.7. Basis of Award

A single award will be made to the responsive, responsible Bidder offering the lowest grand total price on a new maintenance Integrated Chemistry/Immunochemistry Analyzer.

2.8. Identical Tie Bids

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

2.9. Federal Excluded Parties List

A Bidder or subcontractor(s) that, at the time of submitting a Bid for a new contract or renewal of an existing contract is on the Federal Excluded Parties List, is ineligible for, and may not bid on, submit a Bid for, or enter into or renew a contract with an agency for goods or services, if any federal funds are being utilized.

2.10. Protests

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

Only documents delivered by the U.S. Postal Service, a private delivery service, in person, or by facsimile during business hours (8:00 a.m. - 5:00 p.m., Eastern time) will be accepted. Documents received after hours will be filed the following business day. **No filings may be made by email or any other electronic means.** All filings must be made with the Agency Clerk ONLY and are only considered "filed" when stamped by the official stamp of the Agency Clerk. It is the responsibility of the filing party to meet all filing deadlines.

The Agency Clerk's mailing address is:

Agency Clerk
Florida Department of Health
4052 Bald Cypress Way, BIN A-02
Tallahassee, Florida 32399-1703
Telephone: (850) 245-4005

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

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

SECTION 3.0: INSTRUCTIONS FOR BID SUBMITTAL

3.1. General Instructions to Respondents (PUR 1001)

This section explains the General Instructions to Bidders (PUR 1001) of the solicitation process, and is a downloadable document incorporated into this solicitation by reference. This document should not be returned with the Bid.

<http://dms.myflorida.com/content/download/2934/11780>

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

3.2. Instructions for Submittal

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

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

3.3. Cost of Preparation

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

3.4. Public Records and Trade Secrets

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

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

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

3.5. Price Page (Mandatory Requirement)

The Price Page is **Attachment II** of this ITB. It must be filled out as indicated, signed, and returned with the Bid response.

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

3.6. Documentation

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

3.6.1. Experience

Bidder's must provide contact information for three (3) entities the Bidder has provided commodities or services of a similar size and nature of those requested in this solicitation. Bidders may use **Attachment III**, Experience Form of this ITB to provide the required information. The Department reserves the right to contact any and all entities in the course of this solicitation in order to verify experience. Information received may be considered in the Department's determination of the Bidder's responsibility. The Department's determination is not subject to review or challenge.

3.6.2. Statement of Required Certification

Bidders must sign and return with their Response the Statement of Required Certification Form Attachment IV.

3.6.3. Out of state vendors should review the below statute and comply with it to the extent the vendor determines it applies to them:

Bidders must comply with Section 287.084, Florida Statutes, Preference to Florida businesses, which states: (1)(a) When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a Bidder whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive Bidder having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive Bidder has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a Bidder whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to bidders having a principal place of business in that state, the preference to the lowest responsible and responsive Bidder having a principal place of business in this state shall be 5 percent.

- (b) Paragraph (a) does not apply to transportation projects for which federal aid funds are available.
- (c) As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.
- (2) A Bidder whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.
- (3)(a) A Bidder whose principal place of business is in this state may not be precluded from being an authorized reseller of information technology commodities of a state contractor as long as the vendor demonstrates that it employs an internationally recognized quality management system, such as ISO 9001 or its equivalent, and provides a warranty on the information technology commodities which is, at a minimum, of equal scope and length as that of the contract.
- (b) This subsection applies to any renewal of any state contract executed on or after July 1, 2012.

3.7. Special Accommodations

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

3.8. Responsive and Responsible (Mandatory Requirement)

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

- Bids must be received by the time specified (**Section 2.4**).
- Attachment II – Price Page, completed, signed and returned with the Bid submittal at (**Section 3.2**).

3.9. Late Bids

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

SECTION 4.0: SPECIAL CONDITIONS

4.1. General Contract Conditions (PUR 1000)

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

The terms of this solicitation will control over any conflicting terms of the PUR1000. Paragraph 30 of PUR 1000 does NOT apply to this solicitation or any resulting contract.

4.2. Renewals

The Contract resulting from this solicitation may be renewed. Renewals may be made on a yearly basis or for multiple years, for a total of up to three (3) years beyond the initial contract or for the total term of the contract, whichever is longer. Renewals must be in writing, made by mutual agreement, and be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department and will be subject to the availability of funds.

4.3. Conflict of Interest

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

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

Refer to **Section 3.6.2: Refer to Required Certification**

4.4. Certificate of Authority

All corporations, limited liability companies, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapters 607, 608, 617, and 620, Florida Statutes, respectively prior to award.

4.5. Vendor Registration

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 must register in the

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

Registration may be completed at:

http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/vendors. Those lacking internet access may request assistance from MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, FL 32399.

4.6. Minority and Service-Disabled Veteran Business-Participation

The Department of Health encourages minority and women-owned business (MWBE) and service-disabled veteran business enterprise (SDVBE) participation in all its solicitations. Bidders are encouraged to contact the Office of Supplier Diversity at 850/487-0915 or visit their website at <http://osd.dms.state.fl.us> for information on becoming a certified MWBE or SDVBE or for names of existing businesses that may be available for subcontracting or supplier opportunities.

The successful Bidder and their subcontractors must provide a monthly Vendor Diversity Subcontracting Expenditure Report (**Attachment V**) summarizing all subcontracting/material suppliers performed during the reporting period. This report will include the name and address, Federal Employment Identification number and dollar amount expended for each identified subcontractor. A copy of this form must be submitted to the Department's Contract Manager and Vendor Diversity Coordinator.

4.7. Subcontractors

The successful Bidder may, only with prior written approval of the Department, enter into written subcontracts for performance of specific services under the Contract resulting from this solicitation. Anticipated subcontract agreements known at the time of Bid submission and the amount of the subcontract must be identified in the Bid. If a subcontract has been identified at the time of bid submission, a copy of the proposed subcontract must be submitted to the Department. No subcontract that the Bidder enters into with respect to performance under the Contract will in any way relieve the Bidder of any responsibility for performance of its contract responsibilities with the Department. The Department reserves the right to request and review information in conjunction with its determination regarding a subcontract request.

4.8. Commercial General Liability Insurance

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

- A. Worker's Compensation in accordance with applicable state laws and regulations and Employer's Liability Insurance with a per occurrence limit of not less than \$100,000.
- B. General Liability Insurance covering all operations and services under the contract with limits of bodily injury and property damage coverage of not less than a per occurrence limit of \$1 million and an aggregate limit of \$2 million.
- C. Commercial Automobile Liability Insurance, including owner, non-owned and hired vehicle coverage of not less than \$1 million combined single limit, issued on a per occurrence basis, if operations and services under the contract involve the use of operation of automotive vehicles on the Purchaser's premises.

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

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

4.9. Performance Measures

By statute, the resulting contract must contain performance measures. It is the Department's intent to require the Provider to complete one hundred percent (100%) of the deliverables as required by any contract resulting from this ITB.

4.10. Purchase Order

Bidders must be familiar with the Department's Order which contains administrative, financial and non-programmatic terms and conditions mandated by federal law, state statute, administrative code rule, or directive of the Chief Financial Officer.

Use of the Order is mandatory for Departmental Direct Orders issued in MFMP as they contain the basic clauses required by law. The terms and conditions contained in the Order Terms and Conditions are non-negotiable. The Order terms and conditions are **Attachment VII**.

4.11. HIPAA Business Associate Agreement

The successful Bidder will be required to execute a HIPAA Business Associate Agreement and comply with all provisions of state and federal law regarding confidentiality of patient information. Refer to **Attachment VI**.

4.12. Conflict of Law and Controlling Provisions

Any contract resulting from this ITB, and any conflict of law issue, will be governed by the laws of the State of Florida. Venue must be Palm Beach County.

4.13. Termination

Termination must be in accordance with Department of Health Purchase Order Terms and Conditions. **Attachment VII (Section 4.10.)**

4.14. Records and Documentation

To the extent that information is utilized in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of "public record" as defined in Section 119.011(1), Florida Statutes, said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, must be made available for inspection and copying by any interested person upon request as provided in Chapter 119, Florida Statutes, or otherwise. It is expressly understood that the successful Bidder's refusal to comply with Chapter 119, Florida Statutes, will constitute an immediate breach of the Contract resulting from this ITB and entitles the Department to unilaterally cancel the Contract agreement. The successful Bidder will be required to promptly notify the Department of any requests made for public records.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITB must be retained by the successful Bidder for a period of six years after the termination of the resulting Contract or longer as may be required by any renewal or extension of the Contract.

During the records retention period, the successful Bidder agrees to furnish, when requested to do so, all documents required to be retained. Submission of such documents must be in the Department's standard word processing format (currently Microsoft Word 6.0). If this standard should change, it will be at no cost incurred to the Department. Data files will be provided in a format readable by the Department.

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

Pursuant to Section 119.0701, Florida Statutes, the successful Bidder must keep and maintain public records that ordinarily and necessarily would be required by the Provider in order to perform the service; provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law; ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the Provider upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the agency.

4.15. Financial Consequences

The Provider is solely and uniquely responsible for the satisfactory completion of the Service deliverables ONLY after the first year warranty. Failure to perform less than 100% of each deliverable will result in financial consequences being assessed.

Failure to provide the deliverables described herein in the manner and time specified by the instrument manufacturer will result in a reduction in payment by 100% for the specified deliverable not met.

ATTACHMENT I

SPECIFICATION

A single award will be made to the responsive, responsible Bidder offering the lowest price on a new Integrated Chemistry/immunochemistry Analyzer with an initial (4) four year Contract for required reagent, calibrators, consumables, parts and supplies for the multiple test listed AND a (3) three year Instrument Service/Maintenance Agreement.

New Integrated Chemistry / Immunochemistry Analyzer Specifications for General Chemistry and Immunoassay Determinations

Must be able to perform the following FDA approved assays:

<u>ASSAY</u>	<u>ESTIMATED YEARLY VOLUMES (FOR REFERENCE ONLY)**</u>	<u>Testing Frequency</u>
GLUCOSE	28320	Daily
SODIUM	17538	Daily
POTASSIUM	17595	Daily
CHLORIDE	17523	Daily
CO2	17523	Daily
BUN	17580	Daily
CREAT	19029	Daily
URIC ACID	714	Daily
TBIL	17841	Daily
DBIL	924	Daily
SGOT/AST	17664	Daily
SGPT/ALT	17403	Daily
GGTP	342	Daily
ALK. PHOS.	17229	Daily
LDH	114	Daily
CPK	30	Daily
ALBUMIN	17259	Daily
TOTAL PROTEIN	17220	Daily
CALCIUM	17535	Daily
PHOSPHOROUS	282	Daily
MG	99	Daily
CHOL	11775	Daily
TRIG	11625	Daily
HDL	11625	Daily
AMYLASE	350	Daily
LIPASE	366	Daily
IRON	750	Twice Weekly
AMMONIA	57	As needed
TIBC/UIBC	651	Twice Weekly
DIGOXIN	57	Twice Weekly
CARBAMAZEPINE	36	Twice Weekly
PHENYTOIN	249	Twice Weekly
PHENOBARBITAL	39	Twice Weekly
VALPROIC ACID	129	Twice Weekly

VANCOMYCIN	15	As needed
T4, TOTAL	764	Daily
T3, TOTAL	36	Daily
FREE T4	897	Daily
T3 UPTAKE %	156	Daily
FREE T3	738	Daily
TSH	5640	Daily
PSA	1245	Twice Weekly
FERRITIN	636	Weekly
BHCG, QUANT.	768	Twice Weekly
FSH	129	Weekly
LH	120	Weekly
PROLACTIN	135	Weekly
FOLATE	381	Weekly
B12	510	Weekly
URINE PROTEIN	162	Twice Weekly
BLOOD ALCOHOL	222	Daily
URINE CREAT	1383	Twice Weekly
MICRO ALBUMIN	2259	Twice Weekly
AMPHET/METHAM	3531	Daily
BARBITURATES	3531	Daily
BENZODIAZEPINES	3531	Daily
CANNABINOIDS	3531	Daily
COCAINE METAB.	3531	Daily
OPIATES	3531	Daily
PHENCYCLIDINE	3531	Daily
HBsAg	8379	Daily
Anti-HBs	2496	Daily
Anti-HBc	2223	Daily
Anti- HAV, Total	2622	Daily
Anti-HCV, Total	2376	Daily
HIV Antibody (4gen)	14271	Daily
VITAMIN D (25-OH)	384	Weekly
TESTOSTERONE,TOT	279	Weekly
TESTOSTERONE,FREE	204	Weekly

Must be able to perform the following FDA approved assays:

ASSAY	ESTIMATED YEARLY VOLUMES (FOR REFERENCE ONLY)**	Testing Frequency
CEA	15	Weekly
SYPH. IgG	318	Weekly
hsCRP	60	Weekly
H. PYLORI	75	Weekly
TOXO	306	Weekly
CMV	306	Weekly
RUBELLA	2685	Daily

**Estimated yearly volumes do not include calibrations, controls and repeats

The estimated annual quantities AND testing frequency in the invitation to bid are for a one-year period and to be used only in determining bid prices and not to be considered as definite quantities to be ordered by the department. The ordered quantities may be lower or higher than those stated in this solicitation at no penalty to the department. Note that testing frequency is limited to Monday through Friday, one shift per day.

Selected vendor shall provide the following:

- 1) All reagent components required by the FDA in the approval process as specified in the package inserts.
- 2) All software required to perform the proposed General Chemistry and Immunochemistry assays and meet the below criteria as per specifications.
- 3) Must include all equipment that is required to perform the proposed General Chemistry and Immunochemistry assays, including, but not limited to, a compatible deionized water system (if existing system is not compatible)
- 4) Business Hours Service/Maintenance Agreement must also be included:
- 5) All Shipping Charges

The selected vendor must perform any validation of the system upon installation and assist on validation of the assays for "in-house" use no later than 60 days from notice of award. The selected vendor must install all components listed above.

Vendor will absorb costs of implementation and placement of equipment as well as replacement as needed providing equipment has been maintained with reasonable care, in addition to replacement of reagents/consumables lost due to equipment malfunction.

ANALYZER SPECIFICATIONS:

1. Must be fully automated with walk away capabilities.
2. Analyzer must perform General Chemistry and Immunochemistry testing on a single integrated platform with a single point of entry.
3. Daily maintenance on Analyzer should not exceed 30 minutes and must not exceed 1 hour.
4. Analyzer must clean sample probe between each specimen tube to minimize carryover/cross contamination. Sample to sample carryover must be insignificant (<0.1 ppm)
5. Analyzer must have the flexibility to run a variety of sample tubes.
6. All analytical tests must be aspirated from the primary sample tube to reduce errors and sample volumes.
7. Must have a throughput of at least 800 chemistry tests and 100 immunoassay tests per hour and have immediate STAT sample processing.
8. Analyzer must have automatic clot detection and technology to detect clots, bubbles and insufficient sample volume.
9. Analyzer must have a sufficient sample capacity (150 minimum).
10. Analyzer must have the on-board reagent capacity to perform 70 individual assays (including electrolytes) simultaneously.
11. Analyzer must drain all liquid waste to existing floor drain.

12. If analyzer is not compatible with existing deionized water system, a suitable water system must be included with the bid.
13. Analyzer must alert operator if the sample probe is clogged or if not sensing specimens or reagents.
14. Analyzer must provide assessment of classic interferences (hemolysis, icteremia, lipemia) without a significant reduction in throughput.
15. Analyzer must be equipped with real time data analysis.
16. Analyzer should have extended assay linearity for enzyme assays to reduce repeat and dilution testing.
17. Analyzer should have the capability to add reagents/supplies "on-the-fly"(i.e. without interrupting sample testing)
18. Greater than 90% of general chemistry reagents must be liquid, ready-to-use. 100% of immunochemistry reagents must be liquid, ready-to-use.
19. Analyzer must have the capability to store calibrations for more than one lot of each assay and should have the capability to have 2 lots of an assay on-board for seamless ease-of-use operation.
20. Pre-analytical specimen preparation must not be required for any assay.
21. Must have automatic re-assay of samples with results outside user-defined ranges as well as manufacturer's linear ranges.
22. Analyzer must have the capability to automatically perform on-board specimen dilution when assay results exceed the linearity ranges.
23. Must flag results whenever linearity range is exceeded or any other data error occurs.
24. All reagents must be bar coded with on-board refrigeration.
25. Reagent volumes must be automatically monitored and will notify operator when reagents are needed.
26. Analyzer must use minimal sample volume and dead space, not to exceed 50ul, to maximize testing capacity from tube and avoid additional phlebotomy, especially for pediatric patients.
27. Hepatitis and HIV results should have a turn around time of 30 minutes or less per assay.
28. Must supply a list of all detergents, buffers, standards, cleaners and other bulk reagents necessary to run all listed analytes along with associated pricing.
29. Must be a bi-directional interfaced (RS232) system with the laboratory information system (LIS).
30. Must have capability of reading interleaved 2 of 5 barcodes. An LIS interface through an RS232 port to the existing Sunquest Commercial Lab System must be provided, in addition to all instrument interface specifications.
31. Should provide for automatic storage and retrieval of results for a minimum of 10,000 patient files.
32. Should be able to provide storage and a hard copy printout of all QC results.
33. Any software or hardware upgrades, corrections or modifications should be performed by a company Field Service Engineer.
34. Contractor shall provide current reliability data of proposed instruments, including rolling 12 month statistics for the past 3 years to show trends in reliability.
35. Must be able to edit QC results to add appropriate comments.
36. Must include a table of calibration frequency along with a listing of all calibrators needed that includes calibrator open vial stability.
37. System must be **NEW** and NOT refurbished.
38. **Uninterrupted power supply must be provided** to assure the ability to complete tests in progress and be able to allow for system shut down should there be a power failure.

39. Must specify what services and parts are included in both warranty and service contracts.
40. Should have instrument on-line operation and user's manuals.
41. Must have hard copy (or external file) of operation and user's manuals.
42. Must provide a list and current pricing of all parts not covered by warranty and/or service contract, and frequency of parts replacement (ex. Tubing, syringes, electrodes, etc.).
43. Must include a price list of all test reagents and all expendable (consumable) parts, supplies and reagents needed for normal operation.
44. Should indicate minimum sample requirements.
45. Should include a cost per test for assays listed above.
46. Price of instrument must include complete training (including tuition, travel, room/board, etc.) for at least 4 individuals at manufacturer's educational center. (Training may include basic training or advanced training at a later date.)
47. Must quote the price of the instrument including freight for capital acquisition.

PLEASE NOTE: ALL ANSWERED SPECIFICATIONS MUST BE ACCOMPANIED BY SUPPORTIVE DOCUMENTATION.

SYSTEM INTERFACE

The vendor's submitted price on **Attachment II**, Price Page for Integrated Chemistry/Immunochemistry Analyzer shall include the cost of a bi-directional instrument interface (through RS232) system with the Florida Health Palm Beach County Laboratory Information System (LIS), which is the Sunquest Commercial Laboratory System.

FACILITY LOCATION

The facility where this equipment will be located is at the West Palm Beach Health Center, 1150 45th Street, 2nd floor, Room L-221, West Palm Beach, FL 33407.

ATTACHMENT II

PRICE PAGE

A single award will be made to the Responsive, Responsible Bidder offering the lowest grand total price on a new Integrated Chemistry/Immunochemistry Analyzer AND required reagent, calibrators, consumables, parts and supplies AND a (3) three year Instrument Service/Maintenance Agreement

Description		Unit Price	Quantity Needed Per Year	Total Cost
GLUCOSE	28320	\$ _____	_____ x 4 yrs =	\$ _____
SODIUM	17538	\$ _____	_____ x 4 yrs =	\$ _____
POTASSIUM	17595	\$ _____	_____ x 4 yrs =	\$ _____
CHLORIDE	17523	\$ _____	_____ x 4 yrs =	\$ _____
CO2	17523	\$ _____	_____ x 4 yrs =	\$ _____
BUN	17580	\$ _____	_____ x 4 yrs =	\$ _____
CREAT	19029	\$ _____	_____ x 4 yrs =	\$ _____
URIC ACID	714	\$ _____	_____ x 4 yrs =	\$ _____
TBIL	17841	\$ _____	_____ x 4 yrs =	\$ _____
DBIL	924	\$ _____	_____ x 4 yrs =	\$ _____
SGOT/AST	17664	\$ _____	_____ x 4 yrs =	\$ _____
SGPT/ALT	17403	\$ _____	_____ x 4 yrs =	\$ _____
GGTP	342	\$ _____	_____ x 4 yrs =	\$ _____
ALK. PHOS.	17229	\$ _____	_____ x 4 yrs =	\$ _____
LDH	114	\$ _____	_____ x 4 yrs =	\$ _____
CPK	30	\$ _____	_____ x 4 yrs =	\$ _____
ALBUMIN	17259	\$ _____	_____ x 4 yrs =	\$ _____
TOTAL PROTEIN	17220	\$ _____	_____ x 4 yrs =	\$ _____
CALCIUM	17535	\$ _____	_____ x 4 yrs =	\$ _____
PHOSPHOROUS	282	\$ _____	_____ x 4 yrs =	\$ _____

Description		Unit Price	Quantity Needed Per Year	Total Cost
MG	99	\$ _____	_____ x 4 yrs =	\$ _____
CHOL	11775	\$ _____	_____ x 4 yrs =	\$ _____
TRIG	11625	\$ _____	_____ x 4 yrs =	\$ _____
HDL	11625	\$ _____	_____ x 4 yrs =	\$ _____
AMYLASE	350	\$ _____	_____ x 4 yrs =	\$ _____
LIPASE	366	\$ _____	_____ x 4 yrs =	\$ _____
IRON	750	\$ _____	_____ x 4 yrs =	\$ _____
AMMONIA	57	\$ _____	_____ x 4 yrs =	\$ _____
TIBC/UIBC	651	\$ _____	_____ x 4 yrs =	\$ _____
DIGOXIN	57	\$ _____	_____ x 4 yrs =	\$ _____
CARBAMAZEPINE	36	\$ _____	_____ x 4 yrs =	\$ _____
PHENYTOIN	249	\$ _____	_____ x 4 yrs =	\$ _____
PHENOBARBITAL	39	\$ _____	_____ x 4 yrs =	\$ _____
VALPROIC ACID	129	\$ _____	_____ x 4 yrs =	\$ _____
VANCOMYCIN	15	\$ _____	_____ x 4 yrs =	\$ _____
T4, TOTAL	764	\$ _____	_____ x 4 yrs =	\$ _____
T3, TOTAL	36	\$ _____	_____ x 4 yrs =	\$ _____
FREE T4	897	\$ _____	_____ x 4 yrs =	\$ _____
T3 UPTAKE %	156	\$ _____	_____ x 4 yrs =	\$ _____
FREE T3	738	\$ _____	_____ x 4 yrs =	\$ _____
TSH	5640	\$ _____	_____ x 4 yrs =	\$ _____
PSA	1245	\$ _____	_____ x 4 yrs =	\$ _____
FERRITIN	636	\$ _____	_____ x 4 yrs =	\$ _____
BHCG, QUANT.	768	\$ _____	_____ x 4 yrs =	\$ _____

FSH	129	\$ _____	_____ x 4 yrs =	\$ _____
LH	120	\$ _____	_____ x 4 yrs =	\$ _____
PROLACTIN	135	\$ _____	_____ x 4 yrs =	\$ _____
FOLATE	381	\$ _____	_____ x 4 yrs =	\$ _____
B12	510	\$ _____	_____ x 4 yrs =	\$ _____
URINE PROTEIN	162	\$ _____	_____ x 4 yrs =	\$ _____
BLOOD ALCOHOL	222	\$ _____	_____ x 4 yrs =	\$ _____
URINE CREAT	1383	\$ _____	_____ x 4 yrs =	\$ _____
MICRO ALBUMIN	2259	\$ _____	_____ x 4 yrs =	\$ _____
AMPHET/METHAM	3531	\$ _____	_____ x 4 yrs =	\$ _____
BARBITURATES	3531	\$ _____	_____ x 4 yrs =	\$ _____
BENZODIAZEPINES	3531	\$ _____	_____ x 4 yrs =	\$ _____
CANNABINOIDS	3531	\$ _____	_____ x 4 yrs =	\$ _____
COCAINE METAB.	3531	\$ _____	_____ x 4 yrs =	\$ _____
OPIATES	3531	\$ _____	_____ x 4 yrs =	\$ _____
PHENCYCLIDINE	3531	\$ _____	_____ x 4 yrs =	\$ _____
HBsAg	8379	\$ _____	_____ x 4 yrs =	\$ _____
Anti-HBs	2496	\$ _____	_____ x 4 yrs =	\$ _____
Anti-HBc	2223	\$ _____	_____ x 4 yrs =	\$ _____
Anti- HAV, Total	2622	\$ _____	_____ x 4 yrs =	\$ _____
Anti-HCV, Total	2376	\$ _____	_____ x 4 yrs =	\$ _____
HIV Antibody (4gen)	14271	\$ _____	_____ x 4 yrs =	\$ _____
VITAMIN D (25-OH)	384	\$ _____	_____ x 4 yrs =	\$ _____
TESTOSTERONE,TOT	279	\$ _____	_____ x 4 yrs =	\$ _____
TESTOSTERONE,FREE	204	\$ _____	_____ x 4 yrs =	\$ _____

SERVICE/MAINTENANCE AGREEMENT	Quantity		Price
New Integrated Chemistry/Immunochemistry Analyzer	1	_____ X 3 yrs =	\$ _____

Description	Quantity	Unit Price
New Integrated Chemistry/Immunochemistry Analyzer	1	\$ _____
Grand Total		\$ _____

Bidder Name: _____

Bidder Mailing Address: _____

City-State-Zip: _____

Telephone Number: _____

Email Address: _____

Federal Employer Identification Number (FEID): _____

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

Signature of Authorized Representative*: _____

Printed (Typed) Name and Title: _____

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

ATTACHMENT III

EXPERIENCE FORM

Bidder's Name: _____

Bidders must provide contact information for three (3) entities the Bidder has provided commodities or services of a similar size and nature of those requested in this solicitation. Bidders may use this experience form to provide the required information. The Department of Health will not be accepted as a reference for this solicitation. The Department reserves the right to contact any and all entities in the course of this solicitation in order to verify experience. Information received may be considered in the Department's determination of the Bidder's responsibility. The Department's determination is not subject to review or challenge.

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

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

ATTACHMENT IV

REQUIRED CERTIFICATIONS



**STATEMENT OF NO INVOLVEMENT
CONFLICT OF INTEREST STATEMENT (NON-COLLUSION)**

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

Signature of Authorized Representative*

Date



LICENSES / CERTIFICATIONS

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



ATTACHMENT V

**DEPARTMENT OF HEALTH (DOH) VENDOR DIVERSITY
SUBCONTRACTING EXPENDITURE REPORT**

INSTRUCTIONS:

PROVIDERS please complete this report and submit to the DOH Contract Manager.* **PROVIDERS** and their subcontractors (if any) must report **all** subcontracting expenditures.

DOH Providers' Name:

DOH Providers' Subcontractor Name:
(if applicable)

DOH Contract or Order Number:

Reporting Month and Year:
(the period that your current invoice covers)

Subcontractor(s) Name and Address	FEIN No.	Expenditure Amount

NOTE: Separate sheets may be used, as needed.

**DEPARTMENT OF HEALTH USE ONLY
CONTRACT MANAGER INSTRUCTIONS:**

PLEASE FORWARD COMPLETED FORMS TO:
BUREAU OF GENERAL SERVICES, CENTRAL PURCHASING OFFICE
ATTENTION: VENDOR DIVERSITY COORDINATOR
4052 BALD CYPRESS WAY, STE. 310
TALLAHASSEE, FLORIDA 32399-1734
VendorDiversity@flhealth.gov

No later than the 7th of the month following the reporting month.

***PROVIDER INSTRUCTIONS:**

1. **DOH PROVIDERS' NAME:** Enter the Company Name as it appears on your DOH Contract.
2. **DOH PROVIDERS' SUBCONTRACTOR NAME:** Enter the Company Name of the DOH Providers' subcontractor, who expenditures are being reported for, if applicable.
3. **DOH CONTRACT OR ORDER NUMBER:** Enter DOH Contract Number or Purchase (Direct) Order Number.
4. **REPORTING MONTH AND YEAR:** Enter the time period that your current invoice covers.
5. **C/MBE Entity Name and Address:** Enter the CMBE or MBE Subcontractor's Name and Address.
6. **FEIN No.** Enter the Subcontractor's Federal Employment Identification Number. This information can be obtained from the subcontractor.
7. **EXPENDITURE AMOUNT:** Enter the amount expended with the subcontractor for the time period covered by the invoice.

ENCLOSE THE COMPLETED FORM AND SEND TO YOUR DOH CONTRACT MANAGER.

ATTACHMENT VI

HIPAA Business Associate Agreement

Combined HIPAA Privacy Business Associate Agreement and Confidentiality Agreement and HIPAA Security Rule Addendum and HI-TECH Act Compliance Agreement

This Agreement is entered into between the _____ (“Covered Entity”), and _____ (“Business Associate”). The parties have entered into this Agreement for the purpose of satisfying the Business Associate contract requirements in the regulations at 45 CFR 164.502(e) and 164.504(e), issued under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Security Rule, codified at 45 Code of Federal Regulations (“C.F.R.”) Part 164, Subparts A and C; Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009) and related regulations.

1.0 Definitions

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501. Notwithstanding the above, "Covered Entity" shall mean the State of Florida Department of Health. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g); "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his designee; and "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

Part I: Privacy Provisions

2.0 Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or further disclose Protected Health Information (“PHI”) other than as permitted or required by Sections 3.0 and 5.0 of this Agreement, or as required by Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- (e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (f) Business Associate agrees to provide access, at the request of Covered Entity or an Individual, and in a prompt and reasonable manner consistent with the HIPAA regulations, to Protected Health Information in a designated record set, to the Covered Entity or directly to an Individual in order to meet the requirements under 45 CFR 164.524.
- (g) Business Associate agrees to make any Amendment(s) to Protected Health Information in a designated record set that the Covered Entity or an Individual directs or agrees to pursuant

to 45 CFR 164.526, in a prompt and reasonable manner consistent with the HIPAA regulations.

- (h) Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or at the request of the Covered Entity, to the Secretary in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (i) Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (j) Business Associate agrees to provide to Covered Entity or an Individual an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, in a prompt and reasonable manner consistent with the HIPAA regulations.
- (k) Business Associate agrees to satisfy all applicable provisions of HIPAA standards for electronic transactions and code sets, also known as the Electronic Data Interchange (EDI) Standards, at 45 CFR Part 162 no later than October 16, 2003. Business Associate further agrees to ensure that any agent, including a subcontractor, that conducts standard transactions on its behalf, will comply with the EDI Standards.
- (l) Business Associate agrees to determine the Minimum Necessary type and amount of PHI required to perform its services and will comply with 45 CFR 164.502(b) and 514(d).

3.0 Permitted or Required Uses and Disclosures by Business Associate General Use and Disclosure.

- (a) Except as expressly permitted in writing by Department of Health, Business Associate may use Protected Health Information only to carry out the legal responsibilities of the Business Associate, but shall not disclose information to any third party without the expressed written consent of the Covered Entity.
- (b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- (c) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).

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

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

5.0 Confidentiality under State Law.

- (a) In addition to the HIPAA privacy requirements, Business Associate agrees to observe the confidentiality requirements of _____, Florida Statutes. (Program to supply applicable laws related to confidentiality)
- (b) Receipt of a Subpoena. If Business Associate is served with subpoena requiring the production of Department of Health records or information, Business Associate shall immediately contact the Department of Health, Office of the General Counsel, (850) 245-4005. A subpoena is an official summons issued by a court or an administrative tribunal, which requires the recipient to do one or more of the following:
 - 1. Appear at a deposition to give sworn testimony, and may also require that certain records be brought to be examined as evidence.
 - 2. Appear at a hearing or trial to give evidence as a witness, and may also require that certain records be brought to be examined as evidence.
 - 3. Furnish certain records for examination, by mail or by hand-delivery.
- (c) Employees and Agents. Business Associate acknowledges that the confidentiality requirements herein apply to all its employees, agents and representatives. Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions, against Department of Health, including costs and attorneys' fees, resulting from the breach of the confidentiality requirements of this Agreement.

6.0 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

7.0 Term and Termination.

- (a) Term.

The Term of this Agreement shall be effective as of _____, and shall terminate on _____. Prior to the termination of this Agreement, the Business Associate shall destroy or return to the Covered Entity all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity. If it is infeasible or impossible to return or destroy Protected Health Information, the Business Associate shall immediately inform the Covered Entity of that and the parties shall cooperate in securing the destruction of Protected Health Information, or its return to the Covered Entity. Pending the destruction or return of the Protected Health Information to the Covered Entity, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause.

Without limiting any other termination rights the parties may have, upon Covered Entity's knowledge of a material breach by Business Associate of a provision under this Agreement, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. If the Agreement of Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, the Covered Entity shall have the right to immediately terminate the Agreement. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (c) Effect of Termination.

1. Within sixty (60) days after termination of the Agreement for any reason, or within such other time period as mutually agreed upon in writing by the parties, Business Associate shall return to Covered Entity or destroy all Protected Health Information maintained by Business Associate in any form and shall retain no copies thereof. Business Associate also shall recover, and shall return or destroy with such time period, any Protected Health Information in the possession of its subcontractors or agents.
2. Within fifteen (15) days after termination of the Agreement for any reason, Business Associate shall notify Covered Entity in writing as to whether Business Associate elects to return or destroy such Protected Health Information, or otherwise as set forth in this Section 4.4. If Business Associate elects to destroy such Protected Health Information, it shall certify to Covered Entity in writing when and that such Protected Health Information has been destroyed. If any subcontractors or agents of the Business Associate elect to destroy the Protected Health Information, Business Associate will require such subcontractors or agents to certify to Business Associate and to Covered Entity in writing when such Protected Health Information has been destroyed. If it is not feasible for Business Associate to return or destroy any of said Protected Health Information, Business Associate shall notify Covered Entity in writing that Business Associate has determined that it is not feasible to return or destroy the Protected Health Information and the specific reasons for such determination. Business
3. Associate further agrees to extend any and all protections, limitations, and restrictions set forth in this Agreement to Business Associate's use or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible.
4. If it is not feasible for Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, Business Associate shall provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions set forth in this Agreement to the subcontractors' or agents' uses or disclosures of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible.

Part II: Security Addendum

8.0 Security

WHEREAS, Business Associate and Department of Health agree to also address herein the applicable requirements of the Security Rule, codified at 45 Code of Federal Regulations ("C.F.R.") Part 164, Subparts A and C, issued pursuant to the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA-AS"), so that the Covered Entity may meet compliance obligations under HIPAA-AS, the parties agree:

(a) **Security of Electronic Protected Health Information.**

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

(b) **Reporting Security Incidents.**

1. Business Associate will report to Covered Entity within 24 hours of the discovery of any incident of which Business Associate becomes aware that is:
 - (a) a successful unauthorized access, use or disclosure of the Electronic Protected Health Information; or
 - (b) a successful major
 - (1) modification or destruction of the Electronic Protected Health Information or
 - (2) interference with system operations in an information system containing the Electronic Protected Health Information.
2. Upon the Department of Health's request, Business Associate will report any incident of which Business Associate becomes aware that is a successful minor
 - (a) modification or destruction of the Electronic Protected Health Information or
 - (b) interference with system operations in an information system containing the Electronic Protected Health Information.
 - (c) Compliance Date.
The parties to this Amendment will comply with Sections (a) through (c) of this Section 9 by the later of the (1) the last date set forth in the signature blocks below.
 - (d) Conflicts.
The provisions of this Section 9 will override and control any conflicting provision of this agreement.
 - (e) Corrective Action:
Business Associate agrees to take prompt corrective action and follow all provisions required in state and federal law to notify all individuals reasonably believed to be potentially affected by the breach.
 - (f) Cure:
Business Associate agrees to take prompt corrective action to cure any security deficiencies.

Part III

9.0 Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended, and for which compliance is required.
- (b) Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, Standard Transactions, the security of Health Information, or other aspects of HIPAA-AS applicable or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, amend this Agreement in such manner as such party determines necessary to comply with such law or regulation. If the other party disagrees with such Amendment, it shall so notify the first party in writing within thirty (30) days of the notice. If the parties are unable to agree on an Amendment within thirty (30) days thereafter, then either of the parties may terminate the Agreement on thirty (30) days written notice to the other party.
- (c) Survival. The respective rights and obligations of Business Associate under Section 7.0 of this Agreement shall survive the termination of this Agreement.
- (d) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule and the confidentiality requirements of the State of Florida.
- (e) No third party beneficiary. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the

respective successors or assignees of the parties, any rights, remedies, obligations, or liabilities whatsoever.

- (f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida to the extent not preempted by the Privacy Rules or other applicable federal law.
- (g) The laws of the State of Florida shall apply to the interpretation of this Agreement or in case of any disagreement between the parties; the venue of any proceedings shall be the appropriate federal or state court in Leon County, Florida.
- (h) Indemnification and performance guarantees. Business Associate shall indemnify, defend, and save harmless the State of Florida and Individuals covered for any financial loss as a result of claims brought by third parties and which are caused by the failure of Business Associate, its officers, directors or agents to comply with the terms of this Agreement.
- (i) Assignment: Business Associate shall not assign either its obligations or benefits under this Agreement without the expressed written consent of the Covered Entity, which shall be at the sole discretion of the Covered Entity. Given the nature of this Agreement, neither subcontracting nor assignment by the Business Associate is anticipated and the use of those terms herein does not indicate that permission to assign or subcontract has been granted.

For: **DEPARTMENT OF HEALTH**

By: _____

Title: _____

Date: _____

For: (Name of Business Associate)

By: _____

Title: _____

Date: _____

Approved as to form and legality:

_____ Office of the General Counsel

Date: _____

ATTACHMENT VII

STATE OF FLORIDA, DEPARTMENT OF HEALTH (DOH) PURCHASE ORDER TERMS AND CONDITIONS

For good and valuable consideration, received and acknowledged sufficient, the parties agree to the following in addition to terms and conditions expressed in the MyFloridaMarketPlace (MFMP) order:

1. Vendor is an independent contractor for all purposes hereof.
2. The laws of the State of Florida shall govern this order and venue for any legal actions arising here from is Leon County, Florida, unless issuer is a county health department, in which case, venue for any legal actions shall be the issuing county.
3. Vendor agrees to maintain appropriate insurance as required by law and the terms hereof.
4. Vendor will comply, as required, with the Health Insurance Portability and Accountability Act (42 USC & 210, et seq.) and regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).
5. Vendor shall maintain confidentiality of all data, files, and records related to the services / commodities provided pursuant to this order and shall comply with all state and federal laws, including, but not limited to Sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes. Vendor's confidentiality procedures shall be consistent with the most recent edition of the Department of Health Information Security Policies, Protocols, and Procedures. A copy of this policy will be made available upon request. Vendor shall also comply with any applicable professional standards of practice with respect to confidentiality of information.
6. Vendor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of Vendor, its employees and agents, related to this order, as well as for any determination arising out of or related to this order, that Vendor or Vendor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the DOH. This order does not constitute a waiver of sovereign immunity or consent by DOH or the State of Florida or its subdivisions to suit by third parties in any matter arising here from.
7. All patents, copyrights, and trademarks arising, developed or created in the course or as a result hereof are DOH property and nothing resulting from Vendor's services or provided by DOH to Vendor may be reproduced, distributed, licensed, sold or otherwise transferred without prior written permission of DOH. This paragraph does not apply to DOH purchase of a license for Vendor's intellectual property.
8. If this order is for personal services by Vendor, at the discretion of DOH, Vendor and its employees, or agents, as applicable, agree to provide fingerprints and be subject to a background screen conducted by the Florida Department of Law Enforcement and / or

the Federal Bureau of Investigation. The cost of the background screen(s) shall be borne by the Vendor. The Department, solely at its discretion, reserves the right to terminate this agreement if the background screen(s) reveal arrests or criminal convictions. Vendor, its employees, or agents shall have no right to challenge the Department's determination pursuant to this paragraph.

9. Unless otherwise prohibited by law, the DOH, at its sole discretion, may require the Vendor to furnish, without additional cost to DOH, a performance bond or negotiable irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The type of security and amount is solely within the discretion of DOH. Should the DOH determine that a performance bond is needed to secure the agreement, it shall notify potential vendors at the time of solicitation.
10. Section 287.57(17)(c), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency."

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

11. **TERMINATION:** This order agreement may be terminated by either party upon no less than thirty (30) calendar days' 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, or in person with proof of delivery.

In the event funds to finance this order agreement become unavailable, the Department may terminate the agreement upon no less than twenty-four (24) hours' notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department shall be the final authority as to the availability of funds. Unless the provider's breach is waived by the department in writing, the Department may, by written notice to the provider, terminate this order agreement upon no less than twenty-four (24) hours' notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the Department may employ the default provisions in Chapter 60A-1.006(4), Florida Administrative Code. 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 constructed to be a modification of the terms of this agreement. The provisions herein do not limit the Department's right to remedies at law or to damages.

12. The terms of this order will supersede the terms of any and all prior or subsequent agreements you may have with the Department with respect to this purchase. Accordingly, in the event of any conflict, the terms of this order shall govern.

13. In accordance with Executive Order 11-116, “[t]he provider agrees to utilize the U.S. Department of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.”
14. The employment of unauthorized aliens by any vendor is considered a violation of Section 274A (e) of the Immigration and Nationality Act, 8 U.S.C. § 1324(a) (2006). A Vendor who knowingly employs unauthorized aliens will be subject to a unilateral cancellation of the resulting Contract.
15. DOH will not contract with a Vendor that restricts the employment of its employees or contractors after conclusion or termination of a DOH order. By accepting this order, the Vendor specifically agrees to this provision.
16. Pursuant to Section 119.0701, Florida Statutes, Vendor must keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service(s) required by this contract. Vendor must allow access to the public records it maintains on the same terms and conditions that a public agency would, at a cost that does not exceed the costs provided in Chapter 119 or otherwise by law. Vendor must ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed, except as authorized by law. Vendor must meet all requirements for retaining public records and transfer, at no cost, to the Department, all public records in the possession of the contractor upon termination of the contract and destroy duplicates that are exempt or confidential from public records disclosure requirements. Vendor must provide any electronic records to the Department in a format that is compatible with IT systems of the Department.
17. The State of Florida, Department of Financial Services requires vendors doing business with the State to submit a Substitute Form W-9 electronically. Vendors who do not have a verified Substitute Form W-9 on file will experience delays in processing contracts or payments from the State of Florida. For more information go to: <https://flvendor.myfloridacfo.com/>.

CFDA No.
CSFA No.

**ATTACHMENT VIII
STATE OF FLORIDA
DEPARTMENT OF HEALTH
STANDARD CONTRACT**

Client Non-Client
 Multi-County

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the *department*, and _____ hereinafter referred to as the *provider*.

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

A. To provide services in accordance with the conditions specified in Attachment I.

B. Requirements of §287.058, Florida Statutes (FS)

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A. of this contract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, FS. The department may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, FS. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, FS, made or received by the provider in conjunction with this contract. It is expressly understood that the provider's refusal to comply with this provision shall constitute an immediate breach of contract.

C. To the Following Governing Law

1. State of Florida Law

- a. This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.
- b. If this contract is valued at 1 million dollars or more, the provider agrees to refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in s.215.473, F.S. Pursuant to s.287.135 (5), F.S., the department shall bring a civil action against any company that falsely certifies its status on the Scrutinized Companies with Activities in Sudan or the Iran Petroleum Energy Sector Lists. The provider agrees that the department shall take civil action against the provider as described in s. 287.135(5)(a), F.S., if the provider fails to demonstrate that the determination of false certification was made in error.

2. Federal Law

- a. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.
- b. If this agreement includes federal funds and more than \$2,000 of federal funds will be used for construction or repairs, the provider shall comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. All suspected violations must be reported to the department.
- c. If this agreement includes federal funds and said funds will be used for the performance of experimental, developmental, or research work, the provider shall comply with 37 CFR, part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Governmental Grants, Contracts and Cooperative Agreements."
- d. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the above to the department.
- e. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment _____. If a Disclosure of Lobbying Activities form,

Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.

f. Not to employ unauthorized aliens. The department shall consider employment of unauthorized aliens a violation of §§274A (e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the department. The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

g. The provider shall comply with President's Executive Order 11246, Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by President's Executive Order 11375, and as supplemented by regulations at 41 CFR, Part 60.

h. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

i. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).

j. Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the State of Florida via the Vendor Website at <https://flvendor.myfloridacfo.com>. Any subsequent changes shall be performed through this website; however, if provider needs to change their FEID, they must contact the DFS Vendor Ombudsman Section at (850) 413-5519.

k. If the provider is determined to be a sub recipient of federal funds, the provider will comply with the requirements of the American Recovery and Reinvestment Act (ARRA) and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the federal Central Contractor Registry (CCR). No payments will be issued until the provider has submitted a valid DUNS number and evidence of registration (i.e. a printed copy of the completed CCR registration) in CCR to the contract manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and www.ccr.gov.

D. Audits, Records, and Records Retention

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the department under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the department, the provider will cooperate with the department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the department.
5. Persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To provide a financial and compliance audit to the department as specified in Attachment ___ and to ensure that all related party transactions are disclosed to the auditor.
7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
8. If Exhibit 2 of this contract indicates that the provider is a recipient or sub recipient, the provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or section 215.97 Florida Statutes, as applicable and conform to the following requirements:
 - a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under

this contract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence.

Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:

- 1) allowable under the contract and applicable laws, rules and regulations;
- 2) reasonable; and
- 3) necessary in order for the recipient or subrecipient to fulfill its obligations under this contract.

The aforementioned documentation is subject to review by the Department and/or the State Chief Financial Officer and the provider will timely comply with any requests for documentation.

- b. **Financial Report.** To submit an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract to the Department within 45 days of the end of the contract. If this is a multi-year contract, the provider is required to submit a report within 45 days of the end of each year of the contract. Each report must be accompanied by a statement signed by an individual with legal authority to bind recipient or subrecipient by certifying that these expenditures are true, accurate and directly related to this contract.

To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.

E. Monitoring by the Department

To permit persons duly authorized by the department to inspect any records, papers, documents, facilities, goods, and services of the provider, which are relevant to this contract, and interview any clients and employees of the provider to assure the department of satisfactory performance of the terms and conditions of this contract. Following such evaluation the department will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the department within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the department, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the department; and (3) the termination of this contract for cause.

F. Indemnification

NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, FS.

1. The provider shall be liable for and shall indemnify, defend, and hold harmless the department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within seven (7) days after such notice by the department is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the department. The department's failure to notify the provider of a claim shall not release the provider of the above duty to defend.

G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined by §768.28, FS, the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in Attachment I where appropriate.

H. Safeguarding Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

I. Assignments and Subcontracts

1. 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 department, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the department permits the provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the department against such claims.
3. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. The contractor shall provide a monthly Minority Business Enterprise report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant, and a copy must be forwarded to the Contract Manager of the Department of Health. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department of Health, Minority Coordinator (850-245-4199) will assist with questions and answers.
5. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the department in accordance with §§287.0585, FS. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid by the provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Return of Funds

To return to the department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this contract that were disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repay said overpayment within 40 calendar days without prior notification from the department. In the event that the department first discovers an overpayment has been made, the department will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the department will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

In compliance with Chapter 415, FS, an employee of the provider who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

L. Transportation Disadvantaged

If clients are to be transported under this contract, the provider will comply with the provisions of Chapter 427, FS, and Rule Chapter 41-2, FAC. The provider shall submit to the department the reports required pursuant to Volume 10, Chapter 27, and DOH Accounting Procedures Manual.

M. Purchasing

1. It is agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, FS, in the same manner and under the procedures set forth in §§946.515(2) and (4), FS. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 1-800-643-8459.
2. Procurement of Materials with Recycled Content
It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of §403.7065, and §287.045, FS.
3. MyFloridaMarketPlace Vendor Registration

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, shall register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030(3) (F.A.C.).

4. MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2008), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Provider shall pay to the State.

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. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The Provider shall receive a credit for any Transaction Fee paid by the Provider for the purchase of any item(s) if such item(s) are returned to the Provider through no fault, act, or omission of the Provider. 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. 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. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.

N. Civil Rights Requirements

Civil Rights Certification: The provider will comply with applicable provisions of DOH publication, "Methods of Administration, Equal Opportunity in Service Delivery."

O. Independent Capacity of the Contractor

1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the department.
2. Except where the provider is a state agency, the provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall the provider represent to others that it has the authority to bind the department unless specifically authorized to do so.
3. Except where the provider is a state agency, neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.
4. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
5. Unless justified by the provider and agreed to by the department in Attachment I, the department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

P. Sponsorship

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

Q. Final Invoice

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

R. Use of Funds for Lobbying Prohibited

To comply with the provisions of §216.347, FS, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime and Discriminatory Vendor

1. Pursuant to §287.133, FS, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
2. Pursuant to §287.134, FS, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

T. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in any way connected herewith, the provider shall refer the discovery or invention to the department to be referred to the Department of State to determine 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.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida.
3. The provider, without exception, shall indemnify and save harmless the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. The provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

U. Construction or Renovation of Facilities Using State Funds

Any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least

(5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, the provider agrees that, if it disposes of the property before the department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

Electronic Fund Transfer

The provider agrees to enroll in Electronic Fund Transfer, offered by the State Comptroller's Office. Copies of Authorization form and sample bank letter are available from the Department. Questions should be directed to the EFT Section at (850) 410-9466. The previous sentence is for notice purposes only.

Information Security

The provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Health Information Security Policies, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the provider, upon execution of this agreement. The provider will adhere to any amendments to the department's security requirements provided to it during the period of this agreement. The provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

II. THE DEPARTMENT AGREES:

A. Contract Amount

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed ___ 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. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

B. Contract Payment

Pursuant to §215.422, FS, the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, Purchase Order, or this contract 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 40 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 §55.03, FS, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the fiscal office/contract administrator. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless the vendor requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the department.

C. Vendor Ombudsman

A *Vendor Ombudsman* has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or (800) 342-2762, the State of Florida Chief Financial Officer's Hotline.

III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE

A. Effective and Ending Dates

This contract shall begin on _____ or on the date on which the contract has been signed by both parties, whichever is later. It shall end on _____.

B. Termination

1. Termination at Will

This contract may be terminated by either party upon no less than thirty (30) calendar days' notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds

In the event funds to finance this contract become unavailable, the department may terminate the contract upon no less than *twenty-four (24) hours'* notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed prior to notification of termination.

3. Termination for Breach

This contract may be terminated for the provider's non-performance upon no less than *twenty-four (24) hours'* notice in writing to the provider. If applicable, the department may employ the default provisions in Chapter 60A-1.006 (3), FAC. 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 department's right to remedies at law or in equity.

4. Termination for Failure to Satisfactorily Perform Prior Agreement

Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the department, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or (2) had a contract terminated by the department for cause.

C. Renegotiation or Modification

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

D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)

1. The name (provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made is:

3. The name, address, and telephone number of the contract manager for the department for this contract is:

2. The name of the contact person and street address where financial and administrative records are maintained is:

4. The name, address, and telephone number of the provider's representative responsible for administration of the program under this contract is:

4. Upon change of representatives (names, addresses, and telephone numbers) by either party, notice shall be provided in writing to the other party and said notification attached to originals of this contract.

E. All Terms and Conditions Included

This contract and its attachments as referenced, _____, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

I have read the above contract and understand each section and paragraph.

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

PROVIDER:

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE:

SIGNATURE:

PRINT/TYPE NAME:

PRINT/TYPE NAME:

TITLE:

TITLE:

DATE:

DATE:

STATE AGENCY:

FEDERAL EID# (OR SSN):

PROVIDER FISCAL YEAR ENDING DATE: