



RON DESANTIS
GOVERNOR

MARY C. MAYHEW
SECRETARY

March 12, 2019

Prospective Vendor(s):

Subject: Solicitation Number: AHCA ITB 008-18/19

Title: Banking Services

This solicitation is being issued by the State of Florida, Agency for Health Care Administration, hereinafter referred to as “**AHCA**” or “**Agency**”, to select a vendor to provide Banking Services. The solicitation package consists of this transmittal letter and the following attachments and exhibits:

Attachment	A	Instructions and Special Conditions
Exhibit	A-1	Questions Template Instructions
Exhibit	A-2	Transmittal Letter
Exhibit	A-3	Required Statements and Certifications
Exhibit	A-4	Certification of Mandatory Criteria
Exhibit	A-5	Cost Proposal
Exhibit	A-5-a	Detailed Budget
Exhibit	A-5-b	Estimated Rates
Exhibit	A-6	Certification of Drug-Free Workplace Program
Exhibit	A-7	Standard Contract
Attachment	B	Scope of Services
Exhibit	B-1	Deliverables and Performance Standards

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

The designated Agency Procurement Officer for this solicitation is the undersigned. All communications from respondents shall be made in writing and directed to my attention at the address provided in **Attachment A**, Instructions and Special Conditions, **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 5.**, Procurement Officer unless otherwise instructed in this solicitation.

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



Section 120.57(3)(b), Florida Statutes and Section 28-110.003, Florida Administrative Code require that a Notice of Protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Sincerely,

Emilly Leffler

Emilly Leffler, Purchasing Administrator
Bureau of Support Services

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A.1. Instructions

A. Overview

1. Solicitation Number

AHCA ITB 008-18/19

2. Solicitation Type

Invitation to Bid

3. Solicitation Title

Banking Services

4. Date of Issuance

March 12, 2019

5. Procurement Officer

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

6. Solicitation Timeline

The projected solicitation timeline is shown in **Table 1**, Solicitation Timeline, below (all times are Eastern Time). The Agency for Health Care Administration (Agency) reserves the right to amend the timeline in the State's best interest. If the Agency finds it necessary to change any of the activities/dates/times listed, all interested parties will be notified by addenda to the original solicitation document posted on the Vendor Bid System (VBS) ([http://myflorida.com/apps/vbs/vbs www.main menu](http://myflorida.com/apps/vbs/vbs_main_menu)).

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TABLE 1		
SOLICITATION TIMELINE		
ACTIVITY	DATE/TIME	LOCATION
Solicitation Issued by Agency	March 12, 2019	Electronically Posted http://myflorida.com/apps/vbs/vbs_www.main_menu
Deadline for Receipt of Written Questions	March 19, 2018 2:00 p.m.	solicitation.questions@ahca.myflorida.com
Anticipated Date for Agency Responses to Written Questions	March 27, 2019	Electronically Posted http://myflorida.com/apps/vbs/vbs_www.main_menu
Deadline for Receipt of Responses	April 12, 2019 2:00 p.m.	Emilly Leffler Agency for Health Care Administration Mailroom Building 2, 1 st Floor, Suite 1500 2727 Mahan Drive Tallahassee, FL 32308-5403
Public Opening of Responses	April 12, 2019 2:30 p.m.	2727 Mahan Drive, Building 2 Operations Conference Room, 2nd Floor, Room 200 Tallahassee, FL 32308-5403
Anticipated Posting of Notice of Intent to Award	April 22, 2019	Electronically Posted http://myflorida.com/apps/vbs/vbs_www.main_menu

7. PUR 1000, General Contract Conditions

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

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

8. PUR 1001, General Instructions to Respondents

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

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

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

9. Restriction on Communications

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the seventy-two (72) hour period following the Agency posting the notice of intended award, excluding Saturdays, Sundays, and State holidays, any employee

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or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in this solicitation. **Violation of this provision may be grounds for rejecting a response. See Section 287.057(23), Florida Statutes (F.S.).**

10. Respondent Questions

- a. The Agency will receive all questions pertaining to this solicitation no later than the date and time specified for written questions in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline.
- b. Prospective respondents must submit all questions by email at solicitation.questions@ahca.myflorida.com, utilizing **Exhibit A-1**, Questions Template. **Exhibit A-1**, Questions Template, is a Microsoft excel document and is available for prospective respondents to download at:

<http://ahca.myflorida.com/procurements/index.shtml>.
- c. The Agency will not accept questions by telephone, postal mail, hand delivery or fax.
- d. The Agency's response to questions received will be posted as an addendum to this solicitation as specified in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline, and may be grouped as to not repeat the same answer multiple times.
- e. The Agency reserves the right to post an addendum to this solicitation in order to address questions received after the written question submission deadline. It is within the sole discretion of the Agency whether to consider questions received after the written questions submission deadline.

11. Solicitation Addenda

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

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12. Public Opening of Responses

Responses shall be opened on the date, time and at the location indicated in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline. Respondents may, but are not required to, attend. The Agency will only announce the respondent(s) name at the public opening. Pursuant to Section 119.071(1)(b), F.S., no other materials will be released. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) business days prior to this solicitation opening. If you are hearing or speech impaired, please contact the Agency by using the Florida Relay Service at (800) 955-8771 (TDD).

13. Type and Amount of Contract Contemplated

- a. The Contract resulting from this solicitation will be a Fixed Price/Unit Cost contract and shall not exceed **\$210,000.00**.
- b. The Agency shall pay the Vendor monthly in arrears for services provided in accordance with the terms of this solicitation and the resulting Contract.
- c. The State of Florida's performance and obligation to pay under the Contract resulting from this solicitation is contingent upon an annual appropriation by the Legislature.

14. Term of Contract

- a. The anticipated term of the resulting Contract is **September 1, 2019** through **December 31, 2024**. The term of the resulting Contract is subject to change based on the actual execution date of the resulting Contract.
- b. In accordance with Section 287.057(13), F.S., the Contract resulting from this solicitation may be renewed for a period that may not exceed three (3) years or the term of the resulting original Contract period whichever is longer. Renewal of the resulting Contract shall be in writing and subject to the same terms and conditions set forth in the resulting original Contract. A renewal Contract may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the Agency, are subject to the availability of funds, and optional to the Agency.
- c. Proposed cost, as provided in **Exhibit A-5**, Cost Proposal, will be applied in the event the resulting Contract is renewed.
- d. If the resulting Contract is renewed, it is the Agency's policy to reduce the overall payment amount by the Agency to the successful

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respondent by at least five percent (5%) during the period of the Contract renewal, unless it would affect the level and quality of services.

B. Response Preparation and Content

1. General Instructions

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

<http://ahca.myflorida.com/procurements/index.shtml>.
- d. A respondent shall not, directly or indirectly, collude, consult, communicate or agree with any other respondent as to any matter related to the response each is submitting. Additionally, a respondent shall not induce any other respondent to submit or not to submit a response.
- e. The costs related to the development and submission of a response to this solicitation is the full responsibility of the respondent and is not chargeable to the Agency.
- f. Joint ventures and legal partnerships shall be viewed as one (1) respondent. However, all parties to the joint venture/legal partnership shall submit all mandatory attachments and documentation required by this solicitation from respondents, unless otherwise stated. **Failure to submit all required**

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documentation from all parties included in a joint venture/legal partnership, signed by an authorized official, if applicable, may result in the rejection of a prospective vendor's response.

- g.** Pursuant to Section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a Bid, Proposal, or Reply on a contract to provide any goods or services to a public entity; may not submit a Bid, Proposal, or Reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, Proposals, or Replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. for category two for a period of thirty-six (36) months following the date of being placed on the convicted Vendor list.

2. Mandatory Response Content

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

- a. Exhibit A-2, Transmittal Letter**

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

- b. Exhibit A-3, Required Certifications and Statements**

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

- c. Original Proposal Guarantee**

- 1)** The respondent's Original Response must be accompanied by an Original Proposal Guarantee payable to the State of Florida in the amount of **\$10,500.00**. The proposal guarantee is a firm commitment the respondent shall, upon the Agency's acceptance of its response, execute such contractual documents as may be required within the time specified.
- 2)** The respondent must be the guarantor. If responding as a joint venture/legal partnership, at least one party of the joint venture/legal partnership shall be the guarantor.

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- 3) The proposal guarantee shall be in the form of a bond, cashier's check, treasurer's check, bank draft or certified check. The Agency will not accept a letter of credit in lieu of the Proposal Guarantee.
- 4) The Agency will not accept a copy of the Proposal Guarantee.
- 5) Proposal Guarantees will be returned upon execution of the legal Contract with the successful respondent and receipt of the performance bond required under this solicitation (See **Section A.1.**, Instructions, **Sub-Section D.**, Response Evaluation and Contract Award, **Item 10.**, Performance Bond).
- 6) Proposal Guarantees may be returned to respondents not considered responsive and responsible prior to execution of the legal Contract if the respondent is not participating in an administrative challenge regarding this solicitation.
- 7) Proposal Guarantees will be returned to the Official Contact Person at the address listed in **Exhibit A-2**, Transmittal Letter.
- 8) If the successful respondent fails to execute a contract within ten (10) consecutive calendar days after a contract has been presented to the successful respondent for signature, the proposal guarantee shall be forfeited to the State.
- 9) The proposal guarantee must not contain any provisions that shorten the time from bringing an action to a time less than that provided by the applicable Florida Statute of Limitations (see Section 95.03, F.S.).

d. Financial Information

In order to demonstrate financial stability, the respondent shall submit its two (2) most recent audited financial statements or its most recent Dun & Bradstreet (D&B) Report.

1) Audited Financial Statements

If the respondent is a subsidiary of a parent organization, the respondent may submit the two (2) most recent audited financial statements of its parent entity. Audited financial statements of the parent organization in lieu of the respondent must include an organizational chart representing the relationship between the respondent and

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the parent entity. Respondents submitting audited financial statements shall submit the following:

- a) A copy of the respondent's two (2) most recent audited financial statements (or parent organization's audited financial statements with organizational chart). If the most recent audit contains columns for the current and previous year on the balance sheet, income statement, and statement of cash flows, then only the most recent year's audit is required.
- b) Audited financial statements must be current. The period covered by the most recent audit cannot be more than one (1) fiscal year and one hundred twenty (120) calendar days old from the solicitation advertisement date.
- c) The audit must contain a signed audit statement (Audit Opinion) from a Certified Public Accountant (CPA) and the statement cannot contain an Adverse Opinion or a Disclaimer of Opinion from the CPA.

2) Dun & Bradstreet (D&B) Report

Respondents shall submit a complete D&B report which at a minimum shall include the Business and Executive Summaries, Credit Class Score, Financial Stress Score, and Paydex Score portions of the report. The D&B report cannot be more than twelve (12) months old at the time of response to this solicitation.

e. Exhibit A-4, Certification of Mandatory Criteria

The respondent shall complete and submit **Exhibit A-4, Certification of Mandatory Criteria** as part of its response in accordance with the instructions contained therein.

f. Exhibit A-5 Cost Proposal

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

g. Exhibit A-5-a, Detailed Budget

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

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3. Additional Response Content

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

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

C. Response Submission Requirements

1. Hardcopy and Electronic Submission Requirements

a. General Provision

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

b. Hardcopies of the Response

1) Original Response

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

2) Duplicate Copy of the Original Response

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

3) Packaging and Delivery

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

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

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- (1) **Exhibit A-2**, Transmittal Letter;
- (2) **Exhibit A-3**, Required Certifications and Statements;
- (3) Original Proposal Guarantee **Note:** The Original Proposal Guarantee must be provided in the Original Response;
- (4) Financial Information;
- (5) **Exhibit A-4**, Certification of Mandatory Criteria;
- (6) **Exhibit A-5**, Cost Proposal;
- (7) **Exhibit A-5-a**, Detailed Budget; and
- (8) **Exhibit A-6**, Certification of Drug-Free Workplace Program (if applicable).

- c) Hard copy responses shall be double sided.
- d) Hard copy responses must be submitted in a sealed package (i.e., outer boxes must be sealed, individual binders within the box do not require individual sealing), to the Procurement Officer identified in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 5.**, Procurement Officer, no later than the time indicated in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline.
- e) Hard copy responses shall be submitted via United States (U.S.) mail, courier, or hand delivery. Responses sent by fax or email will not be accepted.
- f) The Agency will not consider responses received after the date and time specified in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline, and any such responses will be returned to the respondent unopened.

c. **Electronic Copy of the Response**

- 1) The respondent shall submit one (1) electronic copy of the entire response on a USB flash drive.
- 2) The electronic copy of the response, including all attachments, shall be submitted as Portable Document Format (PDF) documents. The PDF documents must be searchable, allow printing and must not be password protected (unlocked).

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- 3) The electronic copy of the PDF documents shall be saved on the USB flash drive, with each component listed below saved separately in individual file folders:
 - (a) **Exhibit A-2**, Transmittal Letter;
 - (b) **Exhibit A-3**, Required Certifications and Statements;
 - (c) Financial Information;
 - (d) **Exhibit A-4**, Certification of Mandatory Criteria;
 - (e) **Exhibit A-5**, Cost Proposal;
 - (f) **Exhibit A-5-a**, Detailed Budget; and
 - (g) **Exhibit A-6**, Certification of Drug-Free Workplace Program (if applicable).

- 4) In addition to the PDF submission, the following exhibits shall also be submitted in Microsoft Excel 2016, utilizing the Agency provided templates and shall be saved on the USB flash drive:
 - (a) **Exhibit A-5**, Cost Proposal; and
 - (b) **Exhibit A-5-a**, Detailed Budget.

- 5) **Electronic Redacted Copies**
 - (a) The respondent shall submit an electronic redacted copy of the response suitable for release to the public in one (1) PDF document on the USB flash drive. The electronic copy shall be saved in a separate file folder on the USB flash drive from the rest of the response. The file folder shall be identified as "Redacted Version Suitable for Public Release".

 - (b) The PDF document must be searchable, allow printing, and must not be password protected (unlocked).

 - (c) Any confidential or trade secret information covered under Section 812.081, F.S., should be redacted as described below. The redacted response shall be marked as the "redacted" copy.

2. Confidential or Exempt Information

- a. All submittals received by the date and time specified in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline, become the property of the State of Florida and are public records subject to the provisions of Chapter 119, F.S. The State of Florida shall have the right to use all ideas, or adaptations of the ideas, contained in any response

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received in relation to this solicitation. Selection or rejection of the response shall not affect this right.

- b.** A respondent that asserts that any portion of the response is confidential or exempt from disclosure under Chapter 119, Florida Statutes., shall clearly mark each page of such portion as follows:

 - 1)** Pages containing trade secret shall be marked “Trade secret as defined in Section 812.081, Florida Statutes”. Respondents who fail to identify trade secret as directed herein acknowledge and agree that they waive any right or cause of action, civil or criminal, against the Agency, its employees, and its representatives, for the release or disclosure of trade secret information not so identified. Respondents shall not mark their entire response as trade secret. The Agency may reject a response that is so marked.
 - 2)** Pages that do not contain trade secret but are otherwise exempt or confidential shall be marked “exempt” or “confidential,” followed by the statutory basis for such claim. For example: “The information on this page is exempt from disclosure pursuant to Section 119.071(3)(b), Florida Statutes.”
 - 3)** Failure to identify and mark such portions as directed above shall constitute a waiver of any claimed exemption and the Agency will provide any unmarked records in response to public records requests for those records without notifying the respondent. Designating material simply as “proprietary” will not necessarily protect it from disclosure under Chapter 119, Florida Statutes.
- c.** All information included in the response (including, without limitation, technical and cost information) and any resulting Contract that incorporates the successful response (fully, in part, or by reference) shall be a matter of public record regardless of copyright status. Submission of a response to this solicitation that contains material for which the respondent holds a copyright shall constitute permission for the Agency to reproduce and disclose such material for the Agency’s internal use, and to make such material available for inspection pursuant to a public records request.
- d.** If a public records request is submitted to the Agency for responses submitted to this solicitation, the respondent agrees that the Agency may release the redacted response without conducting any pre-release review of the redacted response.

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- e. Unless otherwise prohibited by law, the Agency will notify the respondent if a requestor contests the respondent's determination that information is confidential or exempt and asserts a right to the information under Chapter 119, F.S. or other law. The respondent bears sole responsibility for supporting and defending its determination. If an action is brought against the Agency in any appropriate judicial forum contesting the respondent's determination of confidentiality or the redactions made by the respondent to its response, the respondent agrees that the Agency has no duty to defend against such claims and may elect not to do so, and may elect to release an un-redacted version of the response. By submitting a response, the respondent agrees to protect, defend, hold harmless and indemnify the Agency for any and all claims arising from or relating to the respondent's determinations of confidentiality or redaction, including the payment of any attorneys' fees or costs assessed against the Agency.

D. Response Evaluation and Contract Award

1. Response Clarification

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

2. Responsive Reply Determination

A "responsive reply" means a reply submitted by a **responsive and responsible vendor**, which conforms in all material aspects to the solicitation [Section 287.012(26), F.S.]. A "responsible vendor" means a vendor who has the capacity in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance [287.012(25), F.S.]. The Procurement Officer may rely on any facts available to make a determination at any time prior to award as to whether a vendor is a responsible vendor. The Agency reserves the right to contact sources outside the reply to obtain information regarding past performance or other matters relevant to responsibility.

3. Non-Scored Requirements

a. Transmittal (Cover) Letter

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

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b. Required Certifications and Statements

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

c. Original Proposal Guarantee

The Agency will review responses to this solicitation to determine if the respondent included in its response, an original proposal guarantee in the appropriate amount, as specified in **Section B.**, Response Preparation and Content, **Sub-Section 2.**, Mandatory Response Content, **Item c.**

4. Financial Evaluation - Pass/Fail

a. Financial Statements

The respondent will be deemed to have met the mandatory requirement of financial stability if it meets all three (3) of the minimum financial ratio thresholds listed below in the most recent year or if it meets two (2) of the three (3) minimum financial ratio thresholds for the two (2) most recent years.

- 1) A positive current ratio of at least one (1.0). The current ratio is determined by dividing current liabilities into current assets.
 - a) Current assets are those held for conversion within a year or less, such as cash, temporary investments, receivables, inventory, and prepaid expenses. Board designated assets of cash or near cash instruments, where the board of directors has the option to change the authorized use of the assets and the assets are otherwise unencumbered as disclosed by the auditor, can be considered current assets for this calculation.
 - b) Current liabilities are short-term debts and unearned revenues to be paid out of current assets within a year or less.
- 2) A positive tangible net worth as determined by the balance sheet. This shall be determined as equity (total assets less total liabilities) net of intangible assets. An intangible asset is a capital asset having no physical existence, its value being dependent on the rights that possession confers upon the owner. Examples include goodwill and trademarks.

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- 3) A positive operating cash flow. This shall be determined by whether or not the cash flow from operations reported on the statement of cash flows is positive.

b. Dun & Bradstreet (D&B) Report

Agency staff will evaluate the respondent on its Paydex, Financial Stress, and Credit Scores from the D&B report. Scores will be based on **Table 2**, Responsibility Stability Score, below, for each category. A score of 5 in any of the three (3) categories will result in a determination that financial stability is not met. In order to be deemed financially stable, the respondent's average score of the three (3) categories must be 3.0 or lower.

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TABLE 2

RESPONDENT STABILITY SCORE

Paydex Score	Financial Stress Score	Delinquency Predictor/Commercial Credit Score	Respondent Stability Score
90 or higher	1570-1875	580-670	= 1
80-89	1510-1569	530-579	= 2
70-79	1450-1509	481-529	= 3
50-69	1340-1449	453-480	= 4
49 or lower	1339 or lower	452 or lower	= 5 (Automatically Fails Financial Stability Review)

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ATTACHMENT A

INSTRUCTIONS AND SPECIAL CONDITIONS

5. Cost Proposal Evaluation

The Agency will evaluate each Cost Proposal (**Exhibit A-5**, Cost Proposal). The Agency will award the Contract to the responsive respondent with the lowest proposed total contract amount.

6. Number of Awards

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

7. Posting of Notice of Intent to Award

Tabulation of Results, with the recommended Contract award, will be posted and will be available for review by interested parties at the time and location specified in **Section A.1.**, Instructions, **Sub-Section A. Overview, Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline, and will remain posted for a period of seventy-two (72) hours, not including weekends or State observed holidays. Any respondent desiring to protest the recommended Contract award must file a notice of protest to the Procurement Officer identified in **Section A.1.**, Instructions, **Sub-Section A. Overview, Item 5.**, Procurement Officer, and any formal protest with the Agency for Health Care Administration, Agency Clerk, 2727 Mahan Drive, Mail Stop 3, Building 3, Room 3407C, Tallahassee, Florida 32308, within the time prescribed in Section 120.57(3) F.S. and Rule 28-110, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or failure to post the bond or other security required by law, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

8. Performance Bond

a. A performance bond in the amount of ten percent (10%) of the total annual amount of the resulting Contract shall be furnished to the Agency by the successful respondent. The bond must be furnished to the Procurement Officer identified in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 5.**, Procurement Officer, within thirty (30) calendar days after execution of the resulting Contract and prior to commencement of any work under the resulting Contract. Thereafter, the bond shall be furnished on an annual basis, thirty (30) calendar days prior to the new Contract year and be in the amount of ten percent (10%) of the current annual Contract amount. A copy of all performance bonds shall be submitted to the Agency's Contract Manager. The performance bond must not contain any provisions that shorten the time for bringing an action to a time less than that provided by the applicable Florida Statute of Limitations. See Section 95.03, F.S.

ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

- b.** No payments will be made to the successful respondent until an acceptable performance bond is furnished to the Agency. The performance bond shall remain in effect for the full term of the resulting Contract, including any renewal period. The Agency shall be named as the beneficiary of the successful respondent's bond. The bond shall provide that the insurer or bonding company(s) pay losses suffered by the Agency directly to the Agency.
- c.** The cost of the performance bond will be borne by the successful respondent.
- d.** Should the successful respondent terminate the resulting Contract prior to the end of the resulting Contract period, an assessment against the bond will be made by the Agency to cover the costs of issuing a new solicitation and selecting a new Vendor. The successful respondent agrees that the Agency's damages in the event of termination by the successful respondent shall be considered to be for the full amount of the bond. The Agency need not prove the damage amount in exercising its right of recourse against the bond.

9. Federal Approval

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

10. Contract Execution

- a.** This solicitation, including all its addenda, the Agency's written response to written questions, and the successful respondent's response, shall be incorporated by reference in the final Contract document.
- b.** The successful respondent shall perform its contracted duties in accordance with the resulting Contract, this solicitation, including all addenda, and the successful respondent's response to this solicitation. In the event of conflict among resulting contract documents, any identified inconsistency in the resulting Contract shall be resolved by giving precedence in the following order:

 - 1)** The resulting Contract, including all attachments, exhibits and any subsequent amendments;
 - 2)** This solicitation, including all addenda; and
 - 3)** The successful respondent's response to this solicitation.

ATTACHMENT A

INSTRUCTIONS AND SPECIAL CONDITIONS

- c. The successful respondent shall be registered with the Florida Department of State as an entity authorized to transact business in the State of Florida by the effective date of the resulting Contract.
- d. The Agency reserves the right to amend the resulting Contract within the scope set forth in this solicitation (to include the original Contract and all attachments) in order to clarify requirements.

A.2 Special Terms and Conditions

A. Venue

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

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

ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

6. Legal Action Notification

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

7. Damages for Failure to Meet Contract Requirements

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

B. General Definitions

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

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

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

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

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

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

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

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

DISASTER RECOVERY PLAN – A plan to ensure continued business processing through adequate alternative facilities, equipment, backup files, documentation

ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

and procedures in the event that the primary processing site is lost to the successful respondent.

EST - Eastern Standard Time

FEDERAL BUSINESS DAY – Days Federal Reserve Banks and Branches are open.

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

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

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

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

STATE – State of Florida.

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

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

WORK DAY – see *Business Day*.

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

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EXHIBIT A-2 TRANSMITTAL LETTER

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

DATE: Click or tap to enter a date.

RESPONDENT NAME:

RESPONDENT ADDRESS:

RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID):

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

OFFICIAL CONTACT PERSON:

NAME:

TITLE:

ADDRESS:

EMAIL ADDRESS:

TELEPHONE NUMBER:

SIGNATURE: _____

ALTERNATE CONTACT PERSON:

NAME:

TITLE:

ADDRESS:

EMAIL ADDRESS:

TELEPHONE NUMBER:

SIGNATURE: _____

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

EXHIBIT A-3
REQUIRED CERTIFICATIONS AND STATEMENTS

RESPONDENT NAME: _____

1. ACCEPTANCE OF SOLICITATION REQUIREMENTS

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

AND

2. ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

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

AND

3. RELEASE OF REDACTED RESPONSE

I hereby authorize release of the redacted version of the response required by **Attachment A**, Instructions and Special Conditions, **Section A.1**, Instructions, **Sub-Section C.**, Response Submission Requirements, **Item 1.**, Hardcopy and Electronic Submission Requirements, **Sub-Item c.**, Electronic Copy of the Response, **Sub-Item 5**), Electronic Redacted Copies of this solicitation in the event the Agency receives a public records request.

AND

4. STATEMENT OF NO INVOLVEMENT

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

AND

5. PROHIBITION OF GRATUITIES

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

EXHIBIT A-3
REQUIRED CERTIFICATIONS AND STATEMENTS

AND

6. NON-COLLUSION CERTIFICATION

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

AND

7. PERFORMANCE OF SERVICES

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

AND

8. PERFORMANCE OF SERVICES

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

AND

9. ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION

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

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

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

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

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

Please check the applicable paragraph below:

- Has no existing relationship, financial interest or other activity which creates any actual or potential organizational conflicts of interest relating to the award of a contract resulting from this solicitation.

- Has included information in its response to this solicitation detailing the existence of actual or potential organizational conflicts of interest and has provided a "Conflict of Interest Mitigation Plan", as outlined above.

AND

10. RESPONDENT ATTESTATION REGARDING SCRUTINIZED COMPANIES LIST

I hereby certify that my company has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

Pursuant to Section 287.135(5), F.S., the respondent agrees that the Agency may immediately terminate the resulting Contract for cause if the respondent is found to have submitted a false certification or is placed on the lists defined in Section 215.473, Florida Statutes, during the term of the resulting Contract.

AND

11. JOINT VENTURE OR PARTNERSHIPS

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

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

AND

12. NAMES OF OPERATION

I hereby certify the following is a list of all names under which my organization has operated during the past five (5) years (March 12, 2014).

AND

13. CERTIFICATION REGARDING TERMINATED CONTRACTS

I hereby certify that my organization (including its subsidiaries and affiliates) has not unilaterally or willfully terminated any previous contract prior to the end of the Contract with a State or the Federal government and has not had a contract terminated by a State or the Federal government for cause, prior to the end of the Contract, within the past five (5) years (March 12, 2014), other than those listed on **Page 5** of this Exhibit.

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

AND

14. LIST OF TERMINATED CONTRACTS

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

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

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

Respondent Name:

Client's Name:

Term of Terminated Contract:

Description of Services:

Brief Summary of Reason(s) for Contract Termination:

Respondent Name:

Client's Name:

Term of Terminated Contract:

Description of Services:

Brief Summary of Reason(s) for Contract Termination:

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

Signature below indicates the respondent's full acknowledgement of; understanding of; and agreement with all of the certifications and statements identified above in Items 1 through 14 as written and without caveat.

Respondent Name

Authorized Official Signature

Date

Authorized Official Printed Name

Authorized Official Title

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

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**ATTACHMENT A-4
CERTIFICATION OF MANDATORY CRITERIA**

RESPONDENT NAME: _____

1. CERTIFICATION OF LEON COUNTY, FLORIDA BUSINESS LOCATION

I hereby certify that my organization maintains a full time home or branch office in Leon County, Florida, as identified below and that services provided in this solicitation shall be provided from the identified location. The respondent must include the mailing and street address of the location in Leon County, Florida.

Mailing Address:

Street Address:

AND

2. CERTIFICATION OF AVERAGE DEPOSIT BALANCES

I hereby certify that my organization has average deposit balances of not less than **\$1 million**.

AND

3. CERTIFICATION OF FEDERAL RESERVE BANK OF ATLANTA ASSOCIATION

I hereby certify that my organization has a clearing account within the Jacksonville or Miami branches of the Federal Reserve Bank of Atlanta.

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**ATTACHMENT A-4
CERTIFICATION OF MANDATORY CRITERIA**

AND

4. CERTIFICATION OF MEMBERSHIP WITH FEDERAL DEPOSIT INSURANCE CORPORATION

I hereby certify that my organization is a current member of the Federal Deposit Insurance Corporation (FDIC) and shall maintain such membership throughout the term of the resulting Contract.

Signature below indicates the respondent's full acknowledgement of; understanding of; and agreement with all of the certifications and statements identified above in Items 1 through 4 as written and without caveat.

Respondent Name

Authorized Official Signature

Date

Authorized Official Printed Name

Authorized Official Title

Failure to submit, Exhibit A-4, Certification of Mandatory Criteria, signed by an authorized official will result in the rejection of response.

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EXHIBIT A-5 COST PROPOSAL

RESPONDENT NAME: _____

Instructions:

- A.** Where indicated in **Table A**, Total Contract Amount, below, the respondent shall propose a Total Contract Amount for the **INITIAL** five (5) year term of the Contract resulting from this solicitation. See **Attachment B**, Scope of Services, **Section B.7**, Method of Payment for the terms of payment.
- B.** The respondent must include the required detailed budget (**Exhibit A-5-a**) to justify and explain the unit costs that were factored into its proposed Total Contract Amount.
- C.** Unit Rates for Renewals will be at the same terms and conditions as the initial Contract term.

TABLE A TOTAL CONTRACT AMOUNT	
Proposed Total Contract Amount:	\$ _____

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**EXHIBIT A-5
COST PROPOSAL**

Respondent Name

Authorized Official Signature

Date

Authorized Official Printed Name

Authorized Official Title

Exhibit A-5, Cost Proposal, shall not include a cost that exceeds the maximum Contract amount listed in Attachment A, Instructions and Special Conditions, Section A.1., Instructions, Sub-Section A., Overview, Item 14., Type and Amount of Contract Contemplated. A response which contains a cost proposal that exceeds the Agency's maximum contract amount will be rejected.

The intent of this solicitation is to solicit a fixed cost to provide banking services outlined in **Attachment B**, Scope of Services. The Agency will not agree to caveats in the proposed prices within **Exhibit A-5**, Cost Proposal. Responses which include caveat language for pricing will be viewed as a conditional response and the Agency may reject the response at its sole discretion.

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

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EXHIBIT A-5-a DETAILED BUDGET

RESPONDENT NAME: _____

DETAILED BUDGET – INITIAL FIVE (5) YEAR TERM

Vendor Service	5 Year Estimated Units*	Unit Price	5 Year Cost
Account Maintenance	60 months		
Additional Statements	60 months		
Items Paid:			
Checks	109,290 each		
ACH	3,486,960 each		
Items Deposited	375 each		
Wire Transfers	255 each		
Stop Payments	340 each		
CD/DVD Imaging	120 each		
Other Credit Memos	60 months		
Other Debit Memos	120 each (bimonthly)		
Automatic Reconciliation Monthly	60 months		
Automatic Reconciliation Weekly	260 weeks		
Storage of Checks	60 months		
Courier Services			
CD/DVD Delivery	60 months		
Backup all ARP reports on CD/DVD	60 months		
Stale date checks by system and flagged	2,430 each		
Provide daily list of checks paid with monthly Vendor statement	60 months		
Transmit monthly Reconciliation to the Agency's fiscal agent	60 months		
Transmit weekly Reconciliation to the Agency's fiscal agent	260 weeks		
Transmit check & EFT Paid weekly file	260 weeks		
Receive ACH weekly file from the Agency's fiscal agent	260 weeks		
Receive Issued check listing from Agency's Fiscal agent	260 weeks		
Telecommunications Line	60 months		
On- Line PC Service	60 months		
Automatic Reconciliation Monthly	60 months		
Total Contract Amount			

*Estimated Units are based on historical data and projected units for a five (5) year term as provided in Exhibit A-5-b, Agency Estimated Units.

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**EXHIBIT A-5-a
DETAILED BUDGET**

Vendor Optional Service**	Unit Price
Optional Services:	
Check Printing Project Plan	
Check Payment File	
Printing of Checks	
Distribution of Checks	

** Unit costs for Optional Services will not be considered as part of the evaluation and award of this ITB.

Respondent Name

Authorized Official Signature

Date

Authorized Official Printed Name

Authorized Official Title

Exhibit A-5-a, Detailed Budget, shall not include a cost that exceeds the maximum Contract amount listed in Attachment A, Instructions and Special Conditions, Section A.1., Instructions, Sub-Section A., Overview, Item 14., Type and Amount of Contract Contemplated. A response which contains a cost proposal that exceeds the Agency's maximum contract amount will be rejected.

The intent of this solicitation is to solicit a fixed cost to provide banking services outlined in **Attachment B**, Scope of Services. The Agency will not agree to caveats in the proposed prices within **Exhibit A-5-a**, Detailed Budget. Responses which include caveat language for pricing will be viewed as a conditional response and the Agency may reject the response at its sole discretion.

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

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**EXHIBIT A-5-b
ESTIMATED RATES**

Vender Services	Calculations	5 year Estimated Units	Comments
Account Maintenance	12 months x 5 years	60	
Additional Statements	12 months x 5 years	60	
Checks	Average 2016 and 2017 x 5 years	109,290	issued systems checks + manual checks x 5
ACH	Average 2016 and 2017 x 5 years	3,486,960	issued ACH Payments x 5
Items Deposited	Average 2016 and 2017 x 5 years	375	Annual estimate of Banking Operations at a local branch x 5
Wire Transfers	Average 2016 and 2017 x 5 years	255	An annual estimate of Banking Operations
Stop Payments	Average 2016 and 2017 x 5 years	340	An Annual estimate of Banking Operations x 5
CD/DVD Imaging	12 months x 5 years x 2	120	
Other Credit Memos	12 months x 5 years	60	
Other Debit Memos	12 months x 2 (bimonthly) x 5 years	120	
Automatic Recon Monthly	12 months x 5 years	60	
Automatic Recon Weekly	52 weeks x 5 years	260	
Storage of Checks	12 months x 5 years	60	
CD/DVD Delivery	12 months x 5 years	60	
Backup all ARP reports on CD/DVD	12 months x 5 years	60	
Stale date checks by system and flagged	Average 2016 and 2017 x 5 years	2,430	
Provide daily list of checks paid with monthly vendor statement	12 months x 5 years	60	
Transmit monthly Recon to the Agency's Fiscal agent	12 months x 5 years	60	

**EXHIBIT A-5-b
ESTIMATED RATES**

Transmit weekly recon to the Agency's Fiscal agent	52 weeks x 5 years	260	
Transmit check & EFT paid weekly file	52 weeks x 5 years	260	
Receive ACH weekly file from the Agency's Fiscal agent	52 weeks x 5 years	260	
Receive Issued check listing from Agency's Fiscal agent	52 weeks x 5 years	260	
Telecommunications Line	12 months x 5 years	60	
On- Line PC Service	12 months x 5 years	60	
Automatic Recon Monthly	12 months x 5 years	60	

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EXHIBIT A-6
CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

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

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

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

Respondent Name

Authorized Official Signature

Date

Authorized Official Printed Name

Authorized Official Title

**EXHIBIT A-8
STANDARD CONTRACT**

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

All respondents should review the contract language contained below. In responding to this solicitation, a respondent has agreed to accept the terms and conditions of the Contract contained in this Exhibit. Note: If the resulting Contract is funded with Federal funds, additional terms and conditions may be included at the time of contract award based on the specific Federal requirements.

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

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

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I. THE VENDOR HEREBY AGREES:

A. General Provisions

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

B. Florida Department of State

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

C. MyFloridaMarketPlace

1. Each Vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012, Florida Statutes (F.S.), shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.033, Florida Administrative Code (F.A.C.), unless exempt under Rule 60A-1.033(3), F.A.C.
2. This Contract has been exempted by the Florida Department of Management Services from paying the transaction fee per Rule 60A-1.031(4)(a and b), F.A.C.

D. Federal Laws and Regulations

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

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Voluntary Exclusion Contracts/Subcontracts Form, **Attachment IV.**

E. Prohibition of Gratuities

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

F. Audits/Monitoring

1. The Agency may conduct, or have conducted, performance and/or compliance reviews, reviews of specific records or other data as determined by the Agency. The Agency may conduct a review of a sample of analyses performed by the Vendor to verify the quality of the Vendor's analyses. Reasonable notice shall be provided for reviews conducted at the Vendor's place of business.
2. Reviews may include, but shall not be limited to, reviews of procedures, computer systems, recipient records, accounting records, and internal quality control reviews. The Vendor shall work with any reviewing entity selected by the Agency.
3. During this Contract period, these records shall be available at the Vendor's office at all reasonable times. After this Contract period and for ten (10) years following, the records shall be available at the Vendor's chosen location subject to the approval of the Agency. If the records need to be sent to the Agency, the Vendor shall bear the expense of delivery. Prior approval of the disposition of the Vendor and subcontractor records must be requested and approved by the Agency. This obligation survives termination of this Contract.
4. The Vendor shall comply with all applicable Federal requirements pertaining to procurement, including but not limited to Chapter 2 of the CFR and any other final or interim rules with respect to audit requirements of Federal contracts administered through State and local public agencies.
5. The Vendor shall maintain and file with the Agency such progress, fiscal and inventory reports as specified in **Attachment I**, Scope of Services, and other reports as the Agency may require within the period of this Contract. In addition, access to relevant computer data and applications which generated such reports should be made available upon request.
6. The Vendor shall ensure that all related party transactions are disclosed to the Agency Contract Manager.
7. The Vendor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
8. The Vendor shall submit a SSAE 16 SOC 2 report on a yearly basis to the Agency Contract Manager.

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G. Inspection of Records and Work Performed

1. The Agency and its authorized representatives shall, at all reasonable times, have the right to enter the successful Vendor's premises, or other places where duties under this Contract are performed. All inspections and evaluations shall be performed in such a manner as not to unduly delay work. Persons duly authorized by the Agency and federal auditors, pursuant to 45 CFR, Part 74 and/or 45 CFR, Part 92, shall have full access to and the right to examine any of said records and documents.
2. The Vendor shall retain all financial records, medical records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this Contract for a period of ten (10) years after termination of this Contract, or if an audit has been initiated and audit findings have not been resolved at the end of ten (10) years, the records shall be retained until resolution of the audit findings.
3. Refusal by the Vendor to allow access to all records, documents, papers, letters, other materials or on-site activities related to this Contract performance shall constitute a breach of this Contract.
4. The right of the Agency and its authorized representatives to perform inspections shall continue for as long as the Vendor is required to maintain records.
5. The Vendor shall be responsible for all storage fees associated with all records maintained under this Contract. The Vendor is also responsible for the destruction of all records that meet the retention schedule noted above.
6. Failure to retain all records as required may result in cancellation of this Contract. The Agency shall give the Vendor advance notice of cancellation pursuant to this provision and shall pay the Vendor only those amounts that are earned prior to the date of cancellation in accordance with the terms and conditions of this Contract. Performance by the Agency of any of its obligations under this Contract shall be subject to the successful Vendor's compliance with this provision.
7. In accordance with Section 20.055, F.S., the Vendor and its subcontractors shall cooperate with the Office of the Inspector General in any investigation, audit, inspection, review or hearing; and shall grant access to any records, data or other information the Office of the Inspector General deems necessary to carry out its official duties.
8. The rights of access in this Section must not be limited to the required retention period but shall last as long as the records are retained.

H. Accounting

1. To maintain an accounting system and employ accounting procedures and practices that conform to generally accepted accounting principles and

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standards or other comprehensive basis of accounting principles as acceptable to the Agency. For costs associated with specific contracts under which the Agency must account to the federal government for actual costs incurred, the costs and charges for that contract will be determined in accordance with generally accepted accounting principles.

2. To submit annual financial audits (or parent organization's annual financial audits with organizational chart) to the Agency within thirty (30) calendar days of receipt.

I. Public Records Requests

1. To comply with Section 119.0701, F.S., if applicable, and all other applicable parts of the Florida Public Records Act.
2. To keep and maintain public records that ordinarily and necessarily would be required in order to perform services under this Contract.
3. To provide the public with access to public records on the same terms and conditions that the Agency would provide the records and at a cost that does not exceed the cost provided in Section 119.07, F.S., or as otherwise provided by law.
4. To upon request from the appropriate Agency custodian of public records, provide the Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost in Section 119.07, F.S., or as otherwise provided by law.
5. To ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract term and following completion of this Contract if the Vendor does not transfer the records to the Agency.
6. To not collect an individual's social security number unless the Vendor has stated in writing the purpose for its collection. The Vendor collecting an individual's social security number shall provide a copy of the written statement to the Agency and otherwise comply with applicable portions of Section 119.071(5), F.S.
7. To meet all requirements for retaining public records and transfer, at no cost, to the Agency all public records in possession of the Vendor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency.
8. If the Vendor does not comply with a public records request, the Agency shall enforce Contract provisions in accordance with this Contract.

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9. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AGENCY CUSTODIAN OF PUBLIC RECORDS FOR THIS CONTRACT. THE AGENCY CUSTODIAN OF PUBLIC RECORDS FOR THIS CONTRACT IS THE CONTRACT MANAGER.**

J. Communications

1. Notwithstanding any term or condition of this Contract to the contrary, the Vendor bears sole responsibility for ensuring that its performance of this Contract fully complies with all State and Federal law governing the monitoring, interception, recording, use or disclosure of wire, oral or electronic communications, including but not limited to the Florida Security of Communications Act, Section 934.01, et seq., F.S.; and the Electronic Communications Privacy Act, 18 U.S.C. Section 2510 et seq. (hereafter, collectively, "Communication Privacy Laws").
2. Prior to intercepting, recording or monitoring any communications which are subject to Communication Privacy Laws, the Vendor must:
 - a. Submit a plan which specifies in detail the manner in which the Vendor will ensure that such actions are in full compliance with Communication Privacy Laws (the "Privacy Compliance Plan"); and
 - b. Obtain written approval, signed and notarized by the Agency Contract Manager, approving the Privacy Compliance Plan.
3. No modifications to an approved Privacy Compliance Plan may be implemented by the Vendor unless an amended Privacy Compliance Plan is submitted to the Agency, and written approval of the amended Privacy Compliance Plan is signed and notarized by the Agency Contract Manager. Agency approval of the Vendor's Privacy Compliance Plan in no way constitutes a representation by the Agency that the Privacy Compliance Plan is in full compliance with applicable Communication Privacy Laws, or otherwise shifts or diminishes the Vendor's sole burden to ensure full compliance with applicable Communication Privacy Laws in all aspects of the Vendor's performance of this Contract. Violation of this term may result in sanctions to include termination of this Contract and/or liquidated damages.
4. The Vendor agrees that it is the custodian of any and all recordings for purposes of the Public Records Act, Chapter 119, F.S., and is solely responsible for responding to any public records requests for recordings. This responsibility includes gathering, redaction, duplication and provision of the recordings as well as defense of any actions for enforcement brought pursuant to Section 119.11, F.S.

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K. Background Screening

1. To ensure that all Vendor employees including managing employees that have direct access to personally identifiable information (PII), protected health information (PHI), or financial information have a County, State, and Federal criminal background screening comparable to a level 2 background screening as described in Section 435.04, F.S., completed with results prior to employment.
2. Per Section 435.04(1)(a), F.S., level 2 screening standards include, but need not be limited to, fingerprinting for statewide criminal history records checks through the Department of Law Enforcement, and national criminal history records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
3. If the Vendor employee or managing employee was employed prior to the execution of this Contract, the Vendor shall ensure that the County, State, and Federal criminal background screening comparable to a level 2 background screening is completed with results prior to the employee accessing any PII, PHI, or financial information.
4. Any Vendor employee or managing employee with background results that are unacceptable to the State as described in Section 435.04, F.S., or related to the criminal use of PII as described in Section 817, F.S., or has been subject to criminal penalties for the misuse of PHI under 42 U.S.C. 1320d-5, or has been subject to criminal penalties for the offenses described in Section 812.0195, F.S., Section 815, F.S., Section 815.04, F.S., or Section 815.06, F.S., shall be denied employment or be immediately dismissed from performing services under this Contract by the Vendor unless an exemption is granted.
5. Direct access is defined as having, or expected to have, duties that involve access to PII, PHI, or financial information by any means including, but not limited to, network shared drives, email, telephone, mail, computer systems, and electronic or printed reports.
6. To ensure that all Vendor employees including managing employees that have direct access to any PII, PHI or financial information have a County, State, and Federal criminal background screening comparable to a level 2 background screening completed with results every five (5) years.
7. To develop and submit policies and procedures related to this criminal background screening requirement to the Agency for review and approval within thirty (30) calendar days of this Contract execution. The Vendor's policies and procedures shall include a procedure to grant an exemption from disqualification for disqualifying offenses revealed by the background screening, as described in Section 435.07, F.S.
8. To keep a record of all background screening records to be available for Agency review upon request.

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9. Failure to comply with background screening requirements shall subject the Vendor to liquidated damages as described **Attachment I**, Scope of Services.

L. Monitoring

1. To provide reports as specified in **Attachment I**, Scope of Services. These reports will be used for monitoring progress or performance of the contractual services as specified in **Attachment I**, Scope of Services.
2. To permit persons duly authorized by the Agency to inspect any records, papers, documents, facilities, goods and services of the Vendor which are relevant to this Contract.
3. To ensure that each of its employees or subcontractors who performs activities related to the services associated with this Contract will report to the Agency any health care facility that is the subject of these services that may have violated the law. To report concerns pertaining to a health care facility, the Vendor employee or subcontractor may contact the Agency Complaint Hotline by calling 1-888-419-3456 or by completing the online complaint form found at <https://apps.ahca.myflorida.com/hcfc>.
4. To ensure that each of its employees or subcontractors who performs activities related to the services associated with this Contract, will report to the Agency areas of concern relative to the operation of any entity covered by this Contract. To report concerns, the Vendor employee or subcontractor may contact the Agency Complaint Hotline by calling 1-877-254-1055 or by completing the online complaint form found at https://apps.ahca.myflorida.com/smmc_cirts/.
5. Reports which represent individuals receiving services are at risk for, or have suffered serious harm, impairment, or death shall be reported to the Agency immediately and no later than twenty four (24) clock hours after the observation is made. Reports that reflect noncompliance that does not rise to the level of concern noted above shall be reported to the Agency within ten (10) calendar days of the observation.

M. Indemnification

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

1. Scope. The Duty to Indemnify and the Duty to Defend, as described herein (collectively known as the "Duty to Indemnify and Defend"), extend to any completed, actual, pending or threatened action, suit, claim or proceeding, whether civil, criminal, administrative or investigative (including any action by or in the right of the Vendor), and whether formal or informal, in which the Agency is, was or becomes involved and which in any way arises from, relates to or concerns the Vendor's acts or omissions related to this Contract (inclusive of all attachments, etc.) (collectively "Proceeding").

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- a. Duty to Indemnify. The Vendor agrees to hold harmless and indemnify the Agency to the full extent permitted by law against any and all liability, claims, actions, suits, judgments, damages and costs of whatsoever name and description, including attorneys' fees, arising from or relating to any Proceeding.
 - b. Duty to Defend. With respect to any Proceeding, the Vendor agrees to fully defend the Agency and shall timely reimburse all of the Agency's legal fees and costs; provided, however, that the amount of such payment for attorneys' fees and costs is reasonable pursuant to rule 4-1.5, Rules Regulating The Florida Bar. The Agency retains the exclusive right to select, retain and direct its defense through defense counsel funded by the Vendor pursuant to the Duty to Indemnify and Defend the Agency.
2. Expense Advance. The presumptive right to indemnification of damages shall include the right to have the Vendor pay the Agency's expenses in any Proceeding as such expenses are incurred and in advance of the final disposition of such Proceeding.
3. Enforcement Action. In the event that any claim for indemnity, whether an Expense Advance or otherwise, is made hereunder and is not paid in full within sixty (60) calendar days after written notice of such claim is delivered to the Vendor, the Agency may, but need not, at any time thereafter, bring suit against the Vendor to recover the unpaid amount of the claim (hereinafter "Enforcement Action"). In the event the Agency brings an Enforcement Action, the Vendor shall pay all of the Agency's attorneys' fees and expenses incurred in bringing and pursuing the Enforcement Action.
4. Contribution. In any Proceeding in which the Vendor is held to be jointly liable with the Agency for payment of any claim of any kind (whether for damages, attorneys' fees, costs or otherwise), if the Duty to Indemnify provision is for any reason deemed to be inapplicable, the Vendor shall contribute toward satisfaction of the claim whatever portion is or would be payable by the Agency in addition to that portion which is or would be payable by the Vendor, including payment of damages, attorneys' fees and costs, without recourse against the Agency. No provision of this part or of any other section of this Contract (inclusive of all attachments, etc.), whether read separately or in conjunction with any other provision, shall be construed to: (i) waive the State or the Agency's immunity to suit or limitations on liability; (ii) obligate the State or the Agency to indemnify the Vendor for the Vendor's own negligence or otherwise assume any liability for the Vendor's own negligence; or (iii) create any rights enforceable by third parties, as third party beneficiaries or otherwise, in law or in equity.

N. Insurance

1. To the extent required by law, the Vendor shall be self-insured against, or shall secure and maintain during the life of this Contract, Worker's Compensation

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Insurance for all its employees connected with the work of this Contract and, in case any work is subcontracted, the Vendor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under this Contract are covered by the Vendor's self-insurance program. Such self-insurance or insurance coverage shall comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Vendor under this Contract and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Vendor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Agency, for the protection of its employees not otherwise protected.

2. The Vendor shall secure and maintain Commercial General Liability insurance including bodily injury, property damage, personal and advertising injury and products and completed operations. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Contract, whether such services and/or operations are by the Vendor or anyone directly, or indirectly employed by it. Such insurance shall include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of this Contract and hold the State of Florida harmless from subrogation. The Vendor shall set the limits of liability necessary to provide reasonable financial protections to the Vendor and the State of Florida under this Contract.
3. All insurance policies shall be with insurers licensed or eligible to transact business in the State of Florida. The Vendor's current insurance policy(ies) shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days written notice. The Vendor shall provide thirty (30) calendar days written notice of cancellation to the Agency's Contract Manager.
4. The Vendor shall submit insurance certificates evidencing such insurance coverage prior to execution of this Contract.

O. Assignments and Subcontracts

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

P. Subcontracting

1. To not subcontract, assign, or transfer any work identified under this Contract, without prior written consent of the Agency.

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2. To not subcontract with any provider that would be in conflict of interest to the Vendor during the term of this Contract in accordance with applicable Federal and/or State laws.
3. Changes to approved subcontracts and/or subcontractors require approval in writing by the Agency's Contract Manager prior to the effective date of any subcontract.
4. The Agency encourages Vendors to partner with subcontractors who can provide best value and the best in class solutions. However, the Vendor is responsible for all work performed under this Contract. No subcontract that the Vendor enters into with respect to performance under this Contract shall in any way relieve the Vendor of any responsibility for performance of its duties. The Vendor shall assure that all tasks related to the subcontract are performed in accordance with the terms of this Contract. If the Agency determines, at any time, that a subcontract is not in compliance with a Contract requirement, the Vendor shall promptly revise the subcontract to bring it into compliance. In addition, the Vendor may be subject to sanctions and/or liquidated damages pursuant to this Contract and Section 409.912(6), F.S. (related to sanctions).
5. All payments to subcontractors will be made by the Vendor.
6. To be responsible for monitoring the subcontractor's performance. The results of the monitoring shall be provided to the Agency's Contract Manager, fourteen (14) business days after the end of each month or as specified by the Agency. If the subcontractor's performance does not meet the Agency's performance standard according to the Agency's monitoring report or the Vendor's monitoring report, an improvement plan must be submitted to the Vendor and the Agency within fourteen (14) business days of the deficient report.
7. The State supports and encourages supplier diversity and the participation of small and minority business enterprises in State contracting, both as Vendors and subcontractors. The Agency supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this Contract enthusiastically embrace diversity. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Vendors can contact the Office of Supplier Diversity at (850) 487-0915 or online at <http://osd.dms.state.fl.us/> for information on minority Vendors who may be considered for subcontracting opportunities.
8. A minority owned business is defined as any business enterprise owned and operated by the following ethnic groups: African American (Certified Minority Code H or Non-Certified Minority Code N); Hispanic American (Certified Minority Code I or Non-Certified Minority Code O); Asian American (Certified Minority Code J or Non-Certified Minority Code P); Native American (Certified Minority Code K or Non-Certified Minority Code Q); or American Woman (Certified Minority Code M or Non-Certified Minority Code R).

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Q. Return of Funds

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

R. Purchasing

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

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

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

P.R.I.D.E.
12425 28th Street North, Suite
300
St. Petersburg, FL 33716
info@pride-enterprises.org
(727) 556-3300
Toll Free: 1-800-643-8459
Fax: (727) 570-3366

2. RESPECT of Florida

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

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

RESPECT of Florida
2475 Apalachee Parkway, Suite 205
Tallahassee, Florida 32301-4946

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(850) 487-1471

www.respectofflorida.org

S. Procurement of Products or Materials with Recycled Content

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

T. Civil Rights Requirements/Vendor Assurance

The Vendor assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 United States Code (U.S.C.) 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
5. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
6. The Americans with Disabilities Act of 1990, Public Law (P.L.) 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
7. Chapter 409, F.S.
8. Rule 62-730.160, F.A.C. pertaining to standards applicable to generators of hazardous waste.
9. All applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 United States Code (U.S.C.) 7401 et seq.
10. The Medicare-Medicaid Fraud and Abuse Act of 1978.
11. Other Federal omnibus budget reconciliation acts.
12. The Balanced Budget Act of 1997.
13. All regulations, guidelines, and standards as are now or may be lawfully

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adopted under the above statutes.

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

U. Equal Employment Opportunity (EEO) Compliance

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

V. Discrimination

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

W. Requirements of Section 287.058, Florida Statutes

1. To submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof.
2. Where applicable, to submit bills for any travel expenses in accordance with Section 112.061, F.S. The Agency may establish rates lower than the maximum provided in Section 112.061, F.S.
3. To provide units of deliverables, including reports, findings, and drafts, in writing and/or in an electronic format agreeable to both Parties, as specified in **Attachment I**, Scope of Services, to be received and accepted by the Contract Manager prior to payment.
4. To comply with the criteria and final date, as specified herein, by which such criteria must be met for completion of this Contract.
5. This Contract shall begin upon execution by both Parties or **BEGIN DATE**, (whichever is later) and end on **END DATE**, inclusive.

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6. In accordance with Section 287.057(13), F.S., this Contract may be renewed for a period that may not exceed three (3) years or the term of the original Contract, whichever period is longer. Renewal of this Contract shall be in writing and subject to the same terms and conditions set forth in the initial Contract. A renewal Contract may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the Agency, are subject to the availability of funds, and optional to the Agency.
7. If this Contract is renewed, it is the Agency's policy to reduce the overall payment amount by the Agency to the Vendor by at least five percent (5%) during the period of this Contract renewal, unless it would affect the level and quality of services.
8. The Vendor agrees that the Agency may unilaterally cancel this Contract for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with this Contract, unless the records are exempt from Section 24(a) of Article I of the State Constitution and the Florida Public Records Act, Chapter 119, F.S.
9. To comply with Patents, Royalties, Copyrights, Right to Data, and Works for Hire/Software requirements as follows:
 - a. The Vendor, without exception, shall indemnify and hold harmless the Agency and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unattended invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the Vendor or is based solely and exclusively upon the Agency's alteration of the article.
 - b. The Agency will provide prompt written notification of a claim of copyright or patent infringement and shall afford the Vendor full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending, the Vendor may, at its option and expense procure for the Agency the right to continue the use of, replace or modify the article to render it non-infringing (if none of the alternatives is reasonably available, the Agency agrees to return the article on request to the Vendor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction).
 - c. If the Vendor brings to the performance of this Contract a pre-existing patent, patent-pending and/or copyright, at the time of Contract execution, the Vendor shall retain all rights and entitlements to that pre-existing patent, patent-pending and/or copyright, unless this Contract provides otherwise.

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- d.** If the Vendor uses any design, device, or materials covered by letter, patent, or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. Prior to the initiation of services under this Contract, the Vendor shall disclose, in writing, all intellectual properties relevant to the performance of this Contract which the Vendor knows, or should know, could give rise to a patent or copyright. The Vendor shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Agency will then have the right to all patents and copyrights which arise as a result of performance under this Contract as provided in this Sub-Section.
- e.** If any discovery or invention arises or is developed in the course of, or as a result of, work or services performed under this Contract, or in any way connected herewith, the Vendor shall refer the discovery or invention to the Agency for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to the State of Florida. All materials to which the Agency is to have patent rights or copyrights shall be marked and dated by the Vendor in such a manner as to preserve and protect the legal rights of the Agency.
- f.** Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Agency has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Agency to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, shall vest in the State of Florida, Department of State for the exclusive use and benefit of the State. Pursuant to Section 286.021, F.S., no person, firm, corporation, including parties to this Contract shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida Department of State.
- g.** The Agency will have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Vendor under this Contract.
- h.** All rights and title to works for hire under this Contract, whether patentable or copyrightable or not, shall belong to the Agency and shall be subject to the terms and conditions of this Contract.
- i.** The computer programs, data, materials and other information furnished by the Agency to the Vendor hereunder shall be and remain

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the sole and exclusive property of the Agency, free from any claim or right of retention by or on behalf of the Vendor. The services and products listed in this Contract shall become the property of the Agency upon the Vendor's performance and delivery thereof. The Vendor hereby acknowledges that said computer programs, materials and other information provided by the Agency to the Vendor hereunder, together with the products delivered and services performed by the Vendor hereunder, shall be and remain confidential and proprietary in nature to the extent provided by Chapter 119, F.S., and that the Vendor shall not disclose, publish or use same for any purpose other than the purposes provided in this Contract; however, upon the Vendor first demonstrating to the Agency's satisfaction that such information, in part or in whole, (1) was already known to the Vendor prior to its receipt from the Agency; (2) became known to the Vendor from a source other than the Agency; or (3) has been disclosed by the Agency to third parties without restriction, the Vendor shall be free to use and disclose same without restriction. Upon completion of the Vendor's performance or otherwise cancellation or termination of this Contract, the Vendor shall surrender and deliver to the Agency, freely and voluntarily, all of the above-described information remaining in the Vendor's possession.

- j. The Vendor warrants that all materials produced hereunder shall be of original development by the Vendor and shall be specifically developed for the fulfillment of this Contract and shall not knowingly infringe upon or violate any patent, copyright, trade secret or other property right of any third party, and the Vendor shall indemnify and hold the Agency harmless from and against any loss, cost, liability or expense arising out of any breach or claimed breach of this warranty.
- k. The terms and conditions specified in this Sub-Section shall also apply to any subcontract made under this Contract. The Vendor shall be responsible for informing the subcontractor of the provisions of this Sub-Section and obtaining disclosures.

- 10. The financial consequences that the Agency must apply if the Vendor fails to perform in accordance with this Contract are outlined in **Attachment I**, Scope of Services.

X. Sponsorship

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

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Y. Final Invoice

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

Z. Use of Funds for Lobbying Prohibited

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

AA. Public Entity Crime

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

BB. Health Insurance Portability and Accountability Act

1. To comply with the Department of Health and Human Services Privacy Regulations in the CFR, Title 45, Sections 160 and 164, regarding disclosure of protected health information as specified in **Attachment II**, Business Associate Agreement.
2. The Vendor must ensure it meets all Federal regulations regarding required standard electronic transactions and standards for privacy and individually identifiable health information as identified in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009 and associated regulations.
3. The Vendor shall conduct all activities in compliance with 45 CFR 164 Subpart C to ensure data security, including, but not limited to encryption of all information that is confidential under Florida or Federal law, while in transmission and while resident on portable electronic media storage devices. Encryption is required and shall be consistent with Federal Information Processing Standards (FIPS), and/or the National Institute of Standards and Technology (NIST) publications regarding cryptographic standards.

CC. Confidentiality of Information

1. The Vendor shall not use or disclose any confidential information, including

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social security numbers that may be supplied under this Contract pursuant to law, and also including the identity or identifying information concerning a Medicaid recipient or services under this Contract for any purpose not in conformity with State and Federal laws, except upon written consent of the recipient, or his/her guardian.

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

DD. Employment

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

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EE. Work Authorization Program

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

FF. Scrutinized Companies Lists

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

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

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

GG. Performance of Services

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

HH. Venue

1. In the event of any legal challenges to this Contract, the Vendor agrees and will consent that hearings and depositions for any administrative or other litigation related to this Contract shall be held in Leon County, Florida. The Agency, in its sole discretion, may waive this venue for depositions.
2. Respondents (and their successors, including but not limited to their parent(s), affiliates, subsidiaries, subcontractors, assigns, heirs, administrators, representatives and trustees) acknowledge that this Contract (including but not limited to exhibits, attachments, or amendments) is not a rule nor subject to rulemaking under Chapter 120 (or its successor) of the Florida Statutes and is

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not subject to challenge as a rule or non-rule policy under any provision of Chapter 120, F.S.

3. This Contract shall be delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision shall be found ineffective, then to the extent of such prohibition or invalidity, that provision shall be severed without invalidating the remainder of such provision or the remaining provisions of this Contract.
4. The exclusive venue and jurisdiction for any action in law or in equity to adjudicate rights or obligations arising pursuant to or out of this Contract for which there is no administrative remedy shall be the Second Judicial Circuit Court in and for Leon County, Florida, or, on appeal, the First District Court of Appeal (and, if applicable, the Florida Supreme Court). Any administrative hearings hereon or in connection herewith shall be held in Leon County, Florida.

II. THE AGENCY HEREBY AGREES:

A. Contract Amount

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

B. Contract Payment

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

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III. THE VENDOR AND AGENCY HEREBY MUTUALLY AGREE:

A. Termination

1. Termination at Will

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

2. Termination Due to Lack of Funds

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

3. Termination for Breach

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

B. Contract Managers

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

Name
Agency for Health Care Administration
Address
City, State Zip Code
Phone Number

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

Name
Vendor Name
Address

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**City, State Zip Code
Phone Number**

3. All matters shall be directed to the Contract Managers for appropriate action or disposition. A change in Contract Manager by either Party shall be reduced to writing through an amendment to this Contract by the Agency.

C. Renegotiation or Modification

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

3. Preferred Pricing

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

D. Name, Mailing and Street Address of Payee

1. The name (Vendor name as shown on Page 1 of this Contract) and mailing address of the official payee to whom the payment shall be made:

**Name
Vendor Name
Address
City, State Zip Code**

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

Name
Vendor Name
Address
City, State Zip Code

E. All Terms and Conditions

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

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

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

VENDOR NAME

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

SIGNED

BY: _____

SIGNED

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

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

VENDOR FISCAL YEAR ENDING DATE: **DATE**

List of Attachments included as part of this Contract:

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

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ATTACHMENT II

BUSINESS ASSOCIATE AGREEMENT

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

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

1. Definitions. Unless specifically stated in this Attachment, the definition of the terms contained herein shall have the same meaning and effect as defined in 45 C.F.R. 160 and 164.
 - 1a. Protected Health Information. For purposes of this Attachment, protected health information shall have the same meaning and effect as defined in 45 C.F.R. 160 and 164, limited to the information created, received, maintained or transmitted by the Vendor from, or on behalf of, the Agency.
 - 1b. Security Incident. For purposes of this Attachment, security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system and includes any event resulting in computer systems, networks, or data being viewed, manipulated, damaged, destroyed or made inaccessible by an unauthorized activity.
2. Applicability of HITECH and HIPAA Privacy Rule and Security Rule Provisions. As provided by federal law, Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA), also known as the Health Information Technology Economic and Clinical Health (HITECH) Act, requires a Business Associate (Vendor) that contracts with the Agency, a HIPAA covered entity, to comply with the provisions of the HIPAA Privacy and Security Rules (45 C.F.R. 160 and 164).
3. Use and Disclosure of Protected Health Information. The Vendor shall comply with the provisions of 45 CFR 164.504(e)(2)(ii). The Vendor shall not use or disclose protected health information other than as permitted by this Contract or by federal and state law. The sale of protected health information or any components thereof is prohibited except as provided in 45 CFR 164.502(a)(5). The Vendor will use appropriate safeguards to prevent the use or disclosure of protected health information for any purpose not in conformity with this Contract and federal and state law. The Vendor will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information the Vendor creates, receives, maintains, or transmits on behalf of the Agency.
4. Use and Disclosure of Information for Management, Administration, and Legal Responsibilities. The Vendor is permitted to use and disclose protected health information received from the Agency for the proper management and administration of the Vendor or to carry out the legal responsibilities of the Vendor, in accordance with 45 C.F.R. 164.504(e)(4). Such disclosure is only permissible where required by law, or where the Vendor obtains reasonable assurances from the person to whom the protected health information is disclosed that: (1) the protected health information will be held confidentially, (2) the protected health information will be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person,

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and (3) the person notifies the Vendor of any instance of which it is aware in which the confidentiality of the protected health information has been breached.

5. Disclosure to Third Parties. The Vendor will not divulge, disclose, or communicate protected health information to any third party for any purpose not in conformity with this Contract without prior written approval from the Agency. The Vendor shall ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the Vendor on behalf of, the Agency agrees to the same terms, conditions, and restrictions that apply to the Vendor with respect to protected health information. The Vendor's subcontracts shall fully comply with the requirements of 45 CFR 164.314(a)(2)(iii).
6. Access to Information. The Vendor shall make protected health information available in accordance with federal and state law, including providing a right of access to persons who are the subjects of the protected health information in accordance with 45 C.F.R. 164.524.
7. Amendment and Incorporation of Amendments. The Vendor shall make protected health information available for amendment and to incorporate any amendments to the protected health information in accordance with 45 C.F.R. 164.526.
8. Accounting for Disclosures. The Vendor shall make protected health information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528. The Vendor shall document all disclosures of protected health information as needed for the Agency to respond to a request for an accounting of disclosures in accordance with 45 C.F.R. 164.528.
9. Access to Books and Records. The Vendor shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Vendor on behalf of the Agency, available to the Secretary of the Department of Health and Human Services ("HHS") or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations.
10. Reporting. The Vendor shall make a good faith effort to identify any use or disclosure of protected health information not provided for in this Contract.
 - 10a. To Agency. The Vendor will report to the Agency, within ten (10) business days of discovery, any use or disclosure of protected health information not provided for in this Contract of which the Vendor is aware. The Vendor will report to the Agency, within twenty-four (24) hours of discovery, any security incident of which the Vendor is aware. A violation of this paragraph shall be a material violation of this Contract. Such notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the Vendor to have been, accessed, acquired, used, or disclosed during such breach.
 - 10b. To Individuals. In the case of a breach of protected health information discovered by the Vendor, the Vendor shall first notify the Agency of the pertinent details of the breach and upon prior approval of the Agency shall notify each individual whose unsecured protected health information has been, or is reasonably believed by the Vendor to have been, accessed, acquired, used or disclosed as a result of such breach. Such notification shall be in writing by first-class mail to the individual (or the next of kin if the individual is deceased) at the last known address of the individual or next of kin, respectively, or, if specified as a preference by the individual, by electronic mail. Where there is insufficient,

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or out-of-date contract information (including a phone number, email address, or any other form of appropriate communication) that precludes written (or, if specifically requested, electronic) notification to the individual, a substitute form of notice shall be provided, including, in the case that there are 10 or more individuals for which there is insufficient or out-of-date contact information, a conspicuous posting on the Web site of the covered entity involved or notice in major print or broadcast media, including major media in the geographic areas where the individuals affected by the breach likely reside. In any case deemed by the Vendor to require urgency because of possible imminent misuse of unsecured protected health information, the Vendor may also provide information to individuals by telephone or other means, as appropriate.

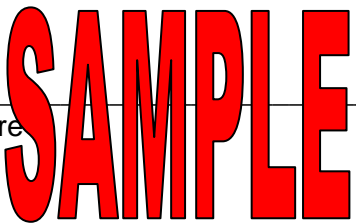
- 10c. To Media. In the case of a breach of protected health information discovered by the Vendor where the unsecured protected health information of more than 500 persons is reasonably believed to have been, accessed, acquired, used, or disclosed, after prior approval by the Agency, the Vendor shall provide notice to prominent media outlets serving the State or relevant portion of the State involved.
- 10d. To Secretary of Health and Human Services (HHS). The Vendor shall cooperate with the Agency to provide notice to the Secretary of HHS of unsecured protected health information that has been acquired or disclosed in a breach.
- (i) Vendors Who Are Covered Entities. In the event of a breach by a contractor or subcontractor of the Vendor, and the Vendor is a HIPAA covered entity, the Vendor shall be considered the covered entity for purposes of notification to the Secretary of HHS pursuant to 45 CFR 164.408. The Vendor shall be responsible for filing the notification to the Secretary of HHS and will identify itself as the covered entity in the notice. If the breach was with respect to 500 or more individuals, the Vendor shall provide a copy of the notice to the Agency, along with the Vendor's breach risk assessment for review at least 15 business days prior to the date required by 45 C.F.R. 164.408 (b) for the Vendor to file the notice with the Secretary of HHS. If the breach was with respect to less than 500 individuals, the Vendor shall notify the Secretary of HHS within the notification timeframe imposed by 45 C.F.R. 164.408(c) and shall contemporaneously submit copies of said notifications to the Agency.
- 10e. Content of Notices. All notices required under this Attachment shall include the content set forth Section 13402(f), Title XIII of the American Recovery and Reinvestment Act of 2009 and 45 C.F.R. 164.404(c), except that references therein to a "covered entity" shall be read as references to the Vendor.
- 10f. Financial Responsibility. The Vendor shall be responsible for all costs related to the notices required under this Attachment.
11. Mitigation. Vendor shall mitigate, to the extent practicable, any harmful effect that is known to the Vendor of a use or disclosure of protected health information in violation of this Attachment.
12. Termination. Upon the Agency's discovery of a material breach of this Attachment, the Agency shall have the right to assess liquidated damages as specified elsewhere in the contract to which this Contract is an attachment, and/or to terminate this Contract.

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12a. Effect of Termination. At the termination of this Contract, the Vendor shall return all protected health information that the Vendor still maintains in any form, including any copies or hybrid or merged databases made by the Vendor; or with prior written approval of the Agency, the protected health information may be destroyed by the Vendor after its use. If the protected health information is destroyed pursuant to the Agency's prior written approval, the Vendor must provide a written confirmation of such destruction to the Agency. If return or destruction of the protected health information is determined not feasible by the Agency, the Vendor agrees to protect the protected health information and treat it as strictly confidential.

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

Vendor Name:

Signature 

Date _____

Name and Title of Authorized Signer

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AGENCY FOR HEALTH CARE ADMINISTRATION
STANDARD CONTRACT**

ATTACHMENT III

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

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

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

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

Signature	Date
Name of Authorized Representative	Applicant Identification Number
Name and Address of Organization	

SAMPLE

SAMPLE

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

ATTACHMENT IV

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

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

INSTRUCTIONS

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

CERTIFICATION

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

Signature

Date

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For purposes of this solicitation, the successful vendor shall be referred to as Vendor. The contract or purchase order resulting from this solicitation shall be referred to as Contract.

B.1. General Overview

The purpose of this solicitation is to procure the services of one qualified vendor (Vendor) to provide banking services and carry out the functions of the Florida Medicaid Disbursement Account, in accordance with the terms and conditions of this solicitation and the resulting Contract, hereinafter collectively referred to as "this Contract". In addition to the specific terms and conditions listed in this Contract, the Vendor shall make available to the Agency the normal services provided on a day-to-day basis to its largest commercial customers.

B.2. Services Provided by the Agency

The Agency shall provide:

- A.** Bank transfers from the Special Purpose Investment Account to the Vendor to cover the daily presentments;
- B.** Verification of all bank invoices to assure services are being performed;
- C.** Electronic Funds Transfer and positive pay files to the Vendor;
- D.** Wire transfers to the Vendor;
- E.** Verification of all necessary reports to ensure that the payment process is in balance and appropriate;
- F.** The release of funds for deposit made to the Florida Medicaid Disbursement account for funding provider payments;
- G.** Notification to the Vendor when wires are over the daily limit of **\$120 million**.

B.3. Services Provided by the Vendor

A. Manner of Service(s) Provision:

The specifications included in this section are intended to inform the Vendor of the minimum expectations of the Agency. The Vendor may expand on the minimum requirements as specified upon Agency approval:

1. Operations Policy and Procedure Manual

- a.** The Vendor shall develop and maintain operational policy and procedure manual(s) for all aspects of the resulting Contract to be approved by the Agency prior to implementation by the Vendor in accordance with the Agency approved implementation plan.
- b.** The Agency reserves the right to direct the Vendor to amend or update its operational policy and procedure manual(s) at no additional cost to the Agency.

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- c. The operational policy and procedure manual(s) shall be a guide to assist the Vendor in conducting all aspects of operation of the resulting Contract.
- d. The Vendor shall make all aspects of the operational policy and procedure manual(s) available to the Agency at all times.
- e. The operational policy and procedure manual(s) shall be reviewed and updated on an as-needed basis. The Vendor shall submit amendments to the operational policy and procedure manual(s) to the Agency for prior approval before implementing a change in policy and procedure.

2. Implementation and General Requirements

a. Implementation Requirement for Project Plan

This requirement provides for a Project Plan, Test Plan for services, Solution Architecture and Design document, and Production Implementation Guide for implementation of Services provided to the Agency for approval within fifteen (15) days of execution of this Contract.

b. Implementation Requirement for Interface Files

- 1) Daily, the Agency and the Agency's Fiscal Agent transmit electronic funds transfer (EFT) and Positive Pay issue files to the Vendor. This function may require development of a Florida Accounting Information Resource (FLAIR) (or any successor system) interface, which the Agency considers a Developed Material, at no additional cost to the Agency.
- 2) Daily, the Agency requires an electronic transmission of paid checks and Automated Clearing House (ACH) files be sent to the Agency and the Agency's Fiscal Agent from the Vendor.
- 3) Daily, the Agency requires an electronic transmission of ACH Returns and Notice of Change files be sent from the Vendor to the Agency and the Agency's Fiscal Agent, for each respective account activity, requiring development of multiple interface files, which the Agency considers a Developed Material.

c. Implementation Requirement: Go Live

The interfaces must be fully operational before other banking services can commence. The Vendor shall submit the Developed Materials for the interface files, and proof of successful Acceptance Testing of the Developed Materials to the Agency Contract Manager for review and approval at least ten (10) business days prior to implementation. Agency acceptance of the Developed Materials shall not preclude the Agency from later identifying deficiencies after implementation.

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Further, prior acceptance of a Developed Material or Deliverable shall not preclude the Agency from later declining to accept a subsequent deliverable that does not operate properly due to defects in the prior accepted Developed Material or deliverable. In this case, the prior accepted Developed Material or deliverable must be corrected prior to acceptance and payment of the subsequent deliverable.

If a particular service or deliverable as listed in **Exhibit B-1**, Deliverables and Performance Standards, **Table 1**, Deliverables and Performance Standards, is inadvertently omitted or not clearly specified in the Contract, but determined to be operationally necessary and verified to have been performed by the Agency within the twelve (12) months before the execution of the Contract resulting from this solicitation, such services or deliverable shall be provided by the Vendor and authorized through a contract amendment.

d. Test Plan for Services

1) Quality Assurance

Prior to delivering any Deliverable to the Agency, the Vendor will first perform any quality assurance activities necessary to verify that the Deliverable is complete and in conformance with its specifications. Prior to presenting a Deliverable to the Agency, the Vendor shall certify to the Agency that:

- a) The Vendor has performed such quality assurance activities;
- b) The Vendor has performed any applicable testing;
- c) The Vendor has corrected all material deficiencies discovered during such quality assurance activities and testing where applicable; and
- d) Deliverable is in a suitable state of readiness for the Agency's review and approval. The presentment of the Deliverable must contain documentation of all quality assurance activities applied including documentation of deficiencies or defects corrected.

2) Acceptance of Deliverables

- a) All Deliverables identified in **Exhibit B-1**, Deliverables and Performance Standards, **Table 1**, Deliverables and Performance Standards, require formal acceptance by the Agency. Formal acceptance will be accomplished by the Agency confirming in writing that the Deliverable meets its specifications.

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- b) The Vendor will be responsible for working diligently to correct within thirty (30) business days at the Vendor's expense all deficiencies in the Deliverable that remain outstanding.

- c) If after three (3) opportunities (the original and two (2) repeat efforts), the Vendor is unable to correct all deficiencies preventing Agency acceptance of a Deliverable designated in the Project Plan, the Agency may:
 - (1) Demand that the Vendor cure the failure and give the Vendor additional time to cure the failure at the sole expense of the Vendor; or
 - (2) Keep this Contract in force and, either by itself or through other parties, do whatever the Vendor has failed to do, in which event the Vendor shall bear any excess expenditure incurred by the Agency in so doing beyond the Contract price for such Deliverable and will pay the Agency; or
 - (3) Terminate this Contract for default or material breach, either in whole or in part by notice to the Vendor (and without need to afford the Vendor any further opportunity to cure).

- d) For Operational Deliverables, Acceptance of a Deliverable by the Agency takes place when the Deliverable has been finally accepted in writing according to requirements listed in **Exhibit B-1**, Deliverables and Performance Standards, **Table 1**, Deliverables and Performance Standards.

- e) For Implementation Deliverables, Acceptance of a Developed Material after Acceptance Testing but before the Deliverable has been put into production (Interim Acceptance) shall be considered provisional for invoicing and payment. Interim Acceptance shall not preclude the Agency from later identifying deficiencies and declining to provide Final Acceptance on that basis. Further, prior Interim or Final Acceptance of a Deliverable shall not preclude the Agency from later declining to accept a subsequent Deliverable that does not operate properly due to defects in the prior Accepted Deliverable. In this case, the prior Accepted Deliverable must be corrected prior to acceptance of the subsequent Deliverable.

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- 3) Process for Acceptance of Implementation Deliverables
 - a) Upon delivery of each Implementation Deliverable, the Agency will conduct testing to determine whether the Deliverable meets the criteria for Agency Acceptance.
 - b) The Agency, at any time and at its discretion and at no additional cost to the Agency, may halt the testing or acceptance process if such test or process reveals deficiencies in or problems with a Deliverable. In such case, the Agency may return the applicable Deliverable to the Vendor for correction and re-delivery prior to resuming the testing process and, in that event, the Vendor will correct the deficiencies in such Deliverable. Upon completion of testing, the Vendor shall deliver the files in proper format, according to the Project Plan or as instructed by the Contract Manager.
 - c) Upon completion of its review, the Agency will provide the Vendor a written notice indicating the Agency's Interim Acceptance or rejection of the Implementation Deliverable according to the criteria and process set out in this subsection.
 - d) Final Acceptance of each Implementation Deliverable of the Project shall be considered to occur when each Deliverable has been approved by the Agency and has been operating in production without any material deficiency for thirty (30) consecutive days of full production with all functionality.

e. General Requirements

- 1) The Vendor shall have average deposit balances of not less than **\$1 billion** and shall already serve clients with comparable complex accounts. The Vendor shall maintain a clearing account within the Jacksonville or Miami branches of the Federal Reserve Bank of Atlanta. The Vendor shall be a member of the Federal Deposit Insurance Corporation (FDIC).
- 2) The Vendor shall maintain internal controls related to the information that is confidential or exempt from Chapter 119, Florida Statutes. In the event the Vendor does not maintain adequate internal controls and there is a determination of a breach of security concerning confidential personal information, the Vendor shall be liable for the administrative sanctions, to the extent it does not comply with the provisions of Section 817.5681, Florida Statutes.

ATTACHMENT B SCOPE OF SERVICES

- 3) Throughout the entire term of this Contract, including any applicable renewal periods, the Vendor shall maintain an account with a branch of the Federal Reserve Bank (FRB). The transit number and designated account number of the Vendor shall be encoded on all Checks and/or ACH debits.
- 4) Throughout the entire term of this Contract, including any applicable renewal periods, the Vendor shall have the designation as a "Qualified Public Depository" by the Treasury and collateralize the accounts in accordance with Chapter 280, Florida Statutes.
- 5) The Vendor shall provide one hundred eighty (180) calendar days written notice for Vendor's system changes that pertain to the following activities:
 - a) File formats and/or table structure changes.
 - b) Changes of bank code values that will require the Agency and the Agency's Fiscal Agent system coding changes including, new Bank Administration Institute (BAI) codes, and changes to account structure.
- 6) The Vendor shall provide ninety (90) calendar days written notice for Vendor system changes that pertain to the following activities. This relates to changes that require testing, change management and production deployment at the Agency:
 - a) File transmission changes including, server changes, protocol changes, transmission requirements changes, and platform changes;
 - b) Timing changes for transmitted files.
 - c) Notification of National Automated Clearing House Association (NACHA) standard changes on a best efforts basis.
- 7) The Vendor shall work with any transition of the Agency's Fiscal Agent contract that might occur during the term of this Contract, including any applicable renewal periods, at no additional cost to the Agency.

3. Checks

- a. The Vendor will be provided an electronic copy of the Agency's check issue file to match checks presented to the account for settlement.
- b. Checks are payable to individuals and/or vendors if the following conditions exist:

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- 1) The check is not altered.
- 2) The check is not stale dated. A check is considered stale dated one hundred eighty (180) calendar days after the end of the month of issuance.
- 3) The presenter of the check is the payee and will present a form of identification acceptable to the institution where the check is presented.
- 4) The Vendor may not charge a fee to the payee for this service, if the payee negotiates the check at the Vendor's location.

c. Positive Pay with Payee Match and Perfect Presentment Services

- 1) The Vendor shall provide the Agency with a cleaned and/or scrubbed file of checks ready for payment. Errors that the Vendor was unable to correct will be decided by the Agency. Decisioning by the Agency is defined as when the Agency determines whether to pay or return a check through the Positive Pay system.
- 2) The Vendor shall provide access to their online banking system to view positive pay exceptions.
- 3) The Vendor shall provide the Agency all positive pay exceptions without value limits.
- 4) Positive pay service will present same-day exception and images reporting by 4:00 p.m. Eastern Time (ET) the same day, and the Agency will have until 3:00 p.m. ET the following day to make pay or return decisions.
- 5) The Vendor shall provide the Agency with images of all positive pay items through the online banking system.
- 6) On each Federal Business Day, the Vendor shall provide a daily detailed listing of all checks paid and an electronic file of all paid items will be transmitted to the Agency to update the Agency's check Applications.

d. Forgeries

- 1) The Agency will provide the Vendor documentation of alleged fraudulent transactions and the Vendor shall investigate the fraudulent transactions according to their federally regulated standard procedures. However, notwithstanding any Vendor standard procedures to the contrary, the Vendor shall process check fraud investigations up to twelve (12) months after the account Bank Statement (on the paid date) has been provided to the Agency.

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- 2) The Vendor shall provide the Agency a monthly report listing all the forged and improperly endorsed items received from the Agency and processed by the Vendor and their status/resolution.
- 3) The Vendor's liability for processing related to forgeries shall not exceed **\$10,000.00** per calendar year.

4. Check Images

a. Online Banking Images

The Vendor shall provide electronic copies of check images through their online banking system. If the online banking system check image is not legible, the Vendor shall provide the Agency with a check image that is legible.

b. Digital Video Disk of Check images

The Vendor shall provide DVDs (based on volume of items paid of all paid Check images, two DVDs for each account) to the Agency on a monthly basis. To facilitate the DVD search capability, the DVDs shall at a minimum include: Check number, bank sequence number, paid date, and amount. DVDs must include self-loading license software to view the images and provide index data to locate images. The Agency will install the Web Image Viewer software required to read and search. The Web Image Viewer software provided by the Vendor must not expire. The DVDs must be useable by the Agency after the license maintenance and support expires. The image quality on the DVDs must be at least equal to the Vendor's online functionality.

5. Receiving Wires

- a. The Vendor shall provide current day wire, check, and ACH presentment information each Federal Business Day through the electronic banking system. If the information is not available through the system, the Vendor shall provide the information to the Agency via email or telephone.
- b. If the presentment information is not provided in the time specified for funding purposes and an alternative means has not been utilized, the Vendor shall not return checks for Not Sufficient Funds. The Agency will receive two (2) presentments, with the first due at 9:00 a.m. and the second due at 10:00 a.m. ET.

6. Wire Origination

- a. The Vendor's online banking system shall provide the Agency the means to establish templates for repetitive outgoing wires.
- b. Online banking system wire transfers shall be executed by the Vendor in

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real time within thirty (30) minutes of receipt and immediate validation of wire instructions from the Agency. If the wire is delayed due to circumstances under the Vendor's control, the Vendor has until 11:59 p.m. ET the same day to remedy the wire transfer. If the delay is not due to circumstances under the Vendor's control, the Vendor shall provide all reasonable assistance to the Agency to process the wire.

- c. A daylight overdraft fee does not apply to the Controlled Disbursements accounts outlined in this Contract because balances will be funded by end of the day pursuant to the Controlled Disbursement maintenance of account duties.

7. ACH Items

The Vendor shall provide the Agency with the amount of ACH debits to be settled each Federal Business Day. Additionally, the Agency will utilize the ACH Fraud Filter Stop service whereby ACH debit items that are originated by entities, whose company IDs are not authorized, are not allowed to post to the account.

a. ACH File Origination

Daily, the Vendor shall process ACH files including Addenda received from the Agency. If an ACH processing is delayed due to circumstances under the Vendor's control, the Vendor has until 5:00 p.m. ET the same day to remedy the ACH file process. If the delay is not due to circumstances under the Vendor's control, the Vendor shall provide all reasonable assistance to the Agency to process the ACH file.

b. ACH File Processing

The Vendor shall maintain, and make available through the Vendor's online banking system, electronic access to a detailed list of all transactions sent to the ACH as well as items to be posted to the accounts at the Vendor ("on us items"). The ACH settlement detail must contain the following: trace identification number, count and amount.

When requested by the Agency, the Vendor shall initiate ACH trace procedures and report the results back to the Agency within twenty-four (24) hours for items less than ninety (90) days old and within thirty-six (36) hours for items that are ninety (90) calendar days or older.

The Vendor shall provide the ACH amounts on a daily Bank Statement provided to the Agency on the electronic banking system. The Agency will reconcile the ACH amounts daily and require the Vendor to debit and/or credit any differences found during reconciliation. The Vendor shall make corrections according to National Automated Clearing House Association rules but no later than seventy-two (72) hours of notification by the Agency.

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c. ACH Confirmation

On each Federal Business Day, the Vendor shall verify the accuracy of the ACH origination file totals and send confirmations back to the Agency for all accounts.

d. ACH Returned Items

The Vendor shall send a return item file to the Agency by electronic means as received. The Vendor shall encrypt the file to ensure confidentiality. The file shall contain, at a minimum, payee name, amount, effective date, reason, individual identification number, trace numbers, and sending company ID number.

The Vendor shall provide a Notice of Changes and Consolidated Returns file on a daily basis for the previous day's activities to the Agency accounts. The information must also be available on the online banking system.

8. Deposit Items

a. Operating requirements make it necessary for the Vendor to maintain a full service branch in Tallahassee, Florida (local branch). The Vendor shall accept and process deposited items delivered to the local branch. The Vendor shall provide same day availability for "on us" items. Domestic checks deposited will receive next day availability (one (1) business day); Canadian checks will receive three (3) business days availability; and other foreign currencies will receive seven (7) business days availability.

b. No holds will be placed on funds deposited into the accounts.

c. The Vendor shall process non-encoded deposit items the-same day and the Vendor shall provide same day availability for "on us" items. Domestic checks deposited will receive next day availability (one (1) business day); Canadian checks will receive three (3) business days availability; and other foreign currencies will receive seven (7) business days availability.

9. Pay Checks made on Returns Account

a. The Vendor shall negotiate checks drawn on the Returns account.

b. In the instance where a check drawn on the Returns account is not negotiated, the Agency will not be billed for the invoice item.

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10. Maintain the Accounts

- a.** The Vendor shall maintain a controlled disbursement accounts for Agency checks and EFTs and accept all wire transfers and other transfers in compliance with regulatory requirements.
- b.** The Vendor shall electronically report the following information to the Agency through the online banking system:
 - 1) Amount of Checks to be settled are to be reported no later than 10:00 a.m. ET each Federal Business Day.
 - 2) Upon receipt or execution, report the amount of incoming and outgoing wire transfers.
 - 3) Any other transactions that affect the State's account balances are to be reported within twenty-four (24) hours after they occur.
- c.** The Vendor shall furnish on a daily basis, electronic copy Bank Statements and supporting documents on all deposits, wire transfers, Checks and/or ACH debits paid. The Agency also requires a monthly invoice as well as a monthly analysis statement for audit and billing purposes.
- d.** The Vendor shall provide a monthly analysis statement for the Agency's account. The analysis statement will have a summary of all transaction detail for the account. The analysis statement will include the number of checks paid, ACH debits paid, ACH originations, wire transfers received, wire transfers originated and deposits processed.
- e.** The Vendor shall provide all bank supplies at no additional charge to the Agency. Supplies are considered by the Agency to include deposit slips, deposit bags, and endorsement stamps. Supplies needed to perform sub-item 11, Services for Payment Functions, below are separate items and are not included in this deliverable.
- f. Overdrafts**
 - 1) Daylight Overdraft: The Vendor shall provide the Agency daylight overdraft, i.e., a circumstance in which a debit balance occurs in the course of the banking day, and is expected to be settled up by credits prior to the end of the banking day. The Vendor shall not charge daylight overdraft fees.
 - 2) Overnight Overdrafts: In the event of an overdraft, though unexpected, the Agency will provide a compensating account balance the following business day. Any overnight overdraft fee shall not be applied.

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g. Pre-audit checks presented for payment

The Vendor shall compare all items being presented against items issued by the Agency. Pre-audit match includes, but is not limited to, amount, check number, payee name, check status, and issue date. The Vendor shall provide a list of all exception items for the Agency to be decisioned. Additionally, the Agency will utilize the ACH Fraud Filter Stop service whereby ACH debit items that are originated by entities, whose company IDs are not authorized, are not allowed to post to the account.

h. The Vendor shall prepare a final paid check and ACH debit file for daily submission to the Treasury. This file must be completed after the pre-audit requirements.

i. The Vendor shall provide access to the Vendor's Statement on Standards for Attestation Engagements Statement (SSAE) 16 as they are issued by their independent auditors. The SSAE 18 will cover the State's fiscal year which ends June 30th. For any time during the fiscal year not covered in the SSAE18, the Vendor shall provide a Bridge/Gap Letter or a follow-up on any outstanding items from its independent auditors, or a functionally equivalent independent Federal Financial Institutions Examination Council (FFIEC) standards certification related to security certification.

11. Online Banking System

The Vendor shall provide uninterrupted electronic access to their online banking system, excluding regular maintenance downtime (which shall occur outside of business hours). This system shall include reporting, wire origination and ACH origination capabilities including ACH credits and debits. The online banking system must provide that access to the functionalities described in this Contract is restricted based on user IDs. The system shall also include previous day and current day reporting and shall have download functionality. Unscheduled maintenance will not occur without a forty-eight (48) hour notice, and shall not interfere with Agency's regular course of business.

12. Services for Payment Functions

a. The Agency will provide the Vendor one hundred eighty (180) calendar days notice of its election of any of the options that the Vendor has indicated will be offered as described in **Exhibit B-1**, Deliverables and Performance Standards, **Table 2**, Optional Deliverable and Performance Standards, based on the Vendor offering the service in response to this solicitation.

b. Perform services to print and distribute State Checks

1) The Agency must approve the check form, and any subsequent modifications, used by the Vendor prior to its implementation.

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The Agency reserves the right to require the Vendor to make check form changes at any time during the life of this Contract at no additional cost to the Agency. The Vendor will be given a reasonable amount of time to make such changes (thirty (30) to sixty (60) calendar days).

- 2) If the Agency chooses to pursue the check production part of the optional services, it is expected that the start-up time would be negotiated during the development of the Project Plan.
- 3) The Agency will submit to the Vendor on a daily basis, a check payment file. The Vendor shall provide the ability for the Agency to provide a list of checks to be intercepted and forwarded to the Agency on a case-by-case basis within a time frame agreed to by the Agency and the Vendor.
- 4) The Vendor shall confirm receipt of the payment file.
- 5) Within twenty-four (24) hours of receipt of a payment file, the Vendor shall print and using the address on the check, mail the checks to the payee, or distribute selected checks to the Agency or other state agencies, as directed.
- 6) The Vendor, upon completion of each day's check production run, shall provide the Agency an electronic file of the work performed and disposition of payments produced.
- 7) The Agency will reimburse the Vendor on the actual postage costs and supplies based on agreed upon terms.

13. Disaster Recovery & Service Availability

- a. The Vendor shall provide wire origination capabilities either by the web-based system, telephone, fax or any other means that is mutually agreed upon between the Agency and the Vendor.
- b. The Vendor shall provide the order of succession for assigned officer and key staff that the Agency works with in the regular course of business.
- c. The Vendor shall provide a process for notifying the Agency, of initial occurrence and corrective action updates, when the Vendor's ability to do business has been compromised according to the following minimum levels of providing services associated with processing transactions: complete or partial system failure causing an inability to perform financial transactions within one (1) hour; subsystems limited in capability except for reports not requiring daily Department of Financial Services (DFS) activity within two (2) hours; all other system glitches and partial non-- performance not impacting the ability to perform financial transactions within four (4) hours.

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- d. The Vendor shall have an established secure back-up system for all services if the web-based system or system interfaces are unavailable. This back-up must be functioning within eight (8) hours of the occurrence.
- e. The Vendor shall perform a successful annual Disaster Recovery test but no more than fourteen (14) months from the previous test and shall yearly provide the SSAE 18 or other written confirmation as approved by the Agency, of the successful performance of the annual Disaster Recovery test.

14. Operational Continuity at Contract Termination or Expiration

- a. The Vendor shall provide an Exit Transition Plan within the first six (6) months of the effective date of this Contract. Such plan shall include that the Vendor shall transfer to the Agency, at no cost to the Agency, all public records in possession of the Vendor upon expiration of the retention period required by **PUR 1000**, General Contract Conditions, **Paragraph 18**, Lobbying and Integrity, and destroy any duplicate public records that are exempt or confidential and exempt, except as stated in this Contract. All requested Contract related records stored electronically must be provided to the Agency in an electronic format useable and approved by the Agency. At a minimum, the Vendor agrees to provide to the Agency data definitions; table structure; the Agency's State Data and Shared Data under its control; and any Developed Material custom code required allowing the Agency a smooth transition to in-house or substituting for vendor implementation of similar functionality to that provided by Vendor. The Vendor shall reduce scope to limit it to processing checks for at least seven (7) months after the final check has been issued under this Contract.
- b. In the event, the Vendor can no longer provide the requirements in this Contract, the Vendor shall submit a detailed transition and data return implementation plan at no cost to the Agency to continue this service within the Agency or by its designee. The following criteria apply to closures, and return of data upon contract termination.
 - 1) The Vendor must immediately cease services and applying charges to any checks paid and only apply charges for checks paid based on the agreed upon final pricing.
 - 2) In addition to the above reports and activities, upon request, closure or final contract expiration or termination, provide the Agency with a written supplemental process for return of data.
- c. **Supplemental process for all other data, upon Contract expiration or termination**
 - 1) The Vendor shall return all data in the format prescribed by the Agency (e.g. Excel or Access via email) with all current information within thirty (30) calendar days.

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- 2) Within thirty (30) calendar days, the Vendor shall issue all reports required by this Contract for each data returned. At the time the Parties determine the format of any Developed Material custom application, the Agency will designate the format in which the Vendor shall return the data with the Developed Material custom source code sufficient to read it, or alternatively provide the data in a non-proprietary format.
 - 3) The Vendor shall certify destruction of design files for forms, documents, and other items that provide the ability to produce checks in whole or in part.
- d. Except as required during the seven (7) months of check processing, the Vendor shall remove all Agency staff access granted to physical or information system resources, thereby preventing unauthorized access. As access is removed by either the Agency or the Vendor, each shall certify that such access has been removed and all Agency devices and tools have been returned before closing out this Contract.
 - e. The Vendor shall provide no less than the notice required in this Sub-Section, and provide a specific and detailed technical transition plan to the Agency prior to any termination or data return. At a minimum, the technical transition plan shall include but not be limited to knowledge transfer for any technology support needed by the Agency or its designee to continue services. In an effort to avoid any financial loss to the Agency, the Vendor shall conduct such transition with the same degree of care, skill, prudence and diligence that a prudent person acting in a like capacity and familiar with such matters would use.

B.4. Deliverables

The Vendor shall provide the deliverables described in **Exhibit B-1**, Deliverables and Performance Standards, to the Agency's Contract Manager by the dates indicated. The Agency reserves the right to request modification of the deliverables, as deemed necessary by the Agency, prior to their approval. Deliverable due dates may be modified, if approved in writing, in advance by the Agency.

The Agency reserves the right to include additional deliverables based on the Agency's review of the Vendor's response to this solicitation.

B.5. Vendor Staffing

A. General Staffing Requirements

1. The Vendor shall conduct all aspects of this Contract in a timely, efficient, productive, consistent, courteous, and professional manner as representatives of the State. The Vendor shall recruit highly qualified staff to provide all aspects of the services required by this Contract.

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2. The Vendor shall maintain copies of qualifications, including current licenses and board certifications if applicable, for staff in a centralized administrative file.
3. In the event the Agency determines the Vendor's staff or staffing levels are not sufficient to properly complete the services specified in this Contract, it shall advise the Vendor in writing. The Vendor shall have thirty (30) calendar days to remedy the identified staffing deficiencies.
4. The Vendor shall make its staff available to meet with Agency staff on a schedule, as agreed to by the Agency and the Vendor, to review reports and all other obligations under this Contract as requested by the Agency.
5. The Vendor shall notify the Agency in writing of any key staff resignations, dismissals, or personnel changes within one (1) business day of the occurrence. Should the Contract Manager position become vacant, the Vendor shall notify the Agency immediately and provide information on the replacement within ten (10) business days.
6. The Vendor shall have staff available at its office location during normal business hours. Normal business hours are defined as 8:00 a.m. to 5:00 p.m. ET, Monday through Friday, excluding State of Florida observed holidays.

B. Key Staff

For purposes of this Contract, the following position is considered a key staffing position:

Contract Manager

The Vendor shall appoint a senior officer (Senior Vice President or above) to serve as the Contract Manager and identify a qualified substitute representative. The Contract Manager shall have overall responsibility for this Contract and shall be responsible for coordinating all activities between the Agency and the Vendor. His/her responsibilities shall include monthly analysis, billings, and the resolution of issues that may arise during the term of this Contract.

The Contract Manager shall warrant that all persons assigned by it to the performance of this Contract are employees of the Vendor and are fully qualified to perform the work required herein.

The Contract Manager shall have the ability to recruit, select, and maintain experienced and qualified staff. The Contract Manager shall possess the authority to revise processes or procedures and assign additional resources as needed to maximize the efficiency and effectiveness of services required under this Contract.

B.6. Service Location

The Vendor shall maintain a full service branch in Tallahassee, Florida for the provision of the services under this Contract.

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B.7. Method of Payment

- A.** This solicitation will result in a fixed price (unit cost) Contract. The Agency shall pay the Vendor monthly, in arrears, for the delivery of service units provided in accordance with the terms of this Contract, subject to the availability of funds. Deliverable pricing will be included based on the Vendor's response to this solicitation.

- B.** The Vendor shall submit an invoice to the Agency's Contract Manger, in triplicate, for the total cost of services rendered within fifteen (15) calendar days following the end of the month in which the services were rendered. Each invoice must contain details sufficient for a proper pre-audit and post-audit. Upon receipt of Agency approval, the Agency's Financial Services section shall process each invoice in accordance with the provisions of Section 215.422, Florida Statutes.

C. The invoice shall include at a minimum:

- 1. Invoice date;
- 2. Invoice number;
- 3. Agency's Contract number;
- 4. Description of the services rendered;
- 5. Date(s) on which services were rendered;
- 6. Payment remittance address; and
- 7. Other supporting documentation as requested by the Agency.

D. Late Invoicing

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

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

B.8. Performance Standards and Liquidated Damages

- A.** The Vendor shall comply with all requirements and performance standards set forth in the Contract.

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- B.** The Agency's Contract Manager will monitor the Vendor's performance in accordance with the monitoring requirements of the Contract. Failure by the Vendor to meet the established minimum performance standards may result in the Agency, in its sole discretion, finding the Vendor to be out of compliance, and all remedies provided in the Contract and under law, shall become available to the Agency
- C.** The Vendor acknowledges that its failure to meet an agreed upon deliverable performance standard or deadline for delivery of certain services will damage the Agency but that by their nature such damages are impossible to ascertain presently and will be difficult to ascertain in the future. Accordingly, except for the sanctions for nonperformance otherwise indicated below or in this Contract, the parties agree upon a reasonable amount of liquidated damages which are not intended to be a penalty and are solely intended to compensate for unknown and unascertainable damages. Accordingly, liquidated damages shall be assessed on the Vendor as specified in this Contract, as to specific deliverables, and otherwise to the extent identified below. These and other sanctions for nonperformance are applied as follows:

1. Accessibility

- a.** Uptime - Sanctions for nonperformance for specific accessibility requirements are stated in this Contract. The Agency will allow any Vendor web-based system to have unscheduled down time no more than sixteen (16) hours during the business hours of 7:00 a.m. to 8:00p.m. ET per year. If the web-based system is down more than sixteen (16) hours per year, the Agency will institute a two percent (2%) holdback of payment from each invoice after the unscheduled down time exceeds sixteen (16) hours per year until a corrective action plan has been implemented and confirms to the Agency that the unscheduled down time no longer exceeds sixteen (16) hours per year. Holdback will be applied to the next billing cycle after the anniversary. The holdback for any given billing cycle shall not exceed **\$3,000.00**. Otherwise, in the event the Vendor's disaster recovery plan addresses unscheduled down time and exceed the minimum uptime requirements, these requirements are met.
- b.** Responsiveness- With regard to all online services, average page turnaround in any given reporting period according to this Contract's approved Performance Measures (as Operational Deliverables) shall not exceed responsiveness standards as identified in this Contract, and shall be commensurate with leading Internet industry sites such as Yahoo.com. The Agency will annually review response time unless more frequent reviews are warranted by a finding that standards fall below industry standards. The review will compare response times from multiple locations throughout the country for an average responsiveness standard. Should the Vendor fail to meet the applicable average responsiveness standard measure, the Vendor shall apply a two percent (2%) holdback of payment from each invoice after the standards fall below industry standard until a corrective action plan has been implemented and confirms to the Agency that the standards are commensurate with leading industry sites such as Yahoo.com. The holdback for any given billing cycle shall not exceed **\$3,000.00**.

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2. Timeliness

- a. The Vendor must assure that data is posted to databases and processed into reports in a timely manner; timely provide all reports required by this Contract; and respond to inquiries from the Agency within the due dates identified in this Contract for receipt of inquiry. Sanctions for nonperformance for timeliness are stated in this Contract.
- b. Any monetary losses to the Agency due to non-performance by the Vendor in report formats, the validity of the information, reports not being received by the due date, or any other reporting requirements deficiencies, will be reimbursed to the Agency at the same amount as the loss.

- D. The Agency reserves the right to impose liquidated damages upon the Vendor for failure to comply with the performance standard requirements set forth in **Table 1**, Performance Standards and Liquidated Damages, below.

TABLE 1 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES	
Performance Standard Requirement	Liquidated Damages to be Imposed
Performance Bond	
A performance bond in the amount of ten percent (10%) of the total annual amount of the Contract shall be furnished to the Agency by the Vendor within thirty (30) calendar days after execution of the Contract and prior to commencement of any work under the Contract.	\$500.00 per calendar day for each calendar day after the due date until an acceptable performance bond is furnished to the Agency.
A performance bond shall be furnished on an annual basis, thirty (30) calendar days prior to the new Contract year and be in the amount of ten percent (10%) of the current annual Contract amount.	\$500.00 per calendar day for each calendar day after the due date until an acceptable performance bond is furnished to the Agency.
HIPAA	
The Vendor shall comply with provisions of HIPAA/HITECH.	\$500.00 to \$5,000.00 , per incident, per occurrence, depending upon the severity. In addition, Federal penalties may apply in accordance with the HIPAA Act of 1996.
The Vendor shall not inappropriately release PHI.	\$500.00 to \$5,000.00 , per incident, per occurrence, depending upon the severity.
Records	
The Vendor shall comply with public records laws, in accordance with Section 119.0701, F.S.	\$5,000.00 for each incident in which the Vendor does not comply with a public records request.

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TABLE 1 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES	
Performance Standard Requirement	Liquidated Damages to be Imposed
Background Screening	
Failure to complete initial and renewal background screenings within required timeframes.	\$250.00 per occurrence.
Failure to submit policies and procedures within thirty (30) calendar days of Contract execution.	\$250.00 per calendar day beyond the due date.
Security Rating Score	
Failure to annually maintain a top tier security rating score from a vendor information security rating service.	\$5,000.00 per occurrence. An additional \$2,500.00 if the Vendor does not improve to a top tier security rating score within six (6) months after its initial failure to annually obtain a top tier security rating score.
Failure to annually obtain a security rating score from a vendor information security rating service.	\$5,000.00 per occurrence. \$250.00 per calendar day, until the Vendor obtains the security rating score.
SOC 2 Type II Audit	
Failure to annually submit the SOC 2 Type II audit report by June 30th of each Contract year.	\$1,000.00 per calendar day for each calendar day beyond the due date.

E. Sanctions

1. In the event the Agency identifies a violation of or other non-compliance with the Contract (to include the failure to meet performance standards), the Agency may sanction the Vendor pursuant to Section 409.912(6), F.S. The Agency may impose sanctions in addition to any financial consequences or liquidated damages imposed pursuant to the Contract.
2. For purposes of this Sub-Section, violations involving individual, unrelated acts shall not be considered arising out of the same action.
3. If the Agency imposes monetary sanctions, the Vendor must pay the monetary sanctions to the Agency within thirty (30) calendar days from receipt of the notice of sanction, regardless of any dispute in the monetary amount or interpretation of policy which led to the notice. If the Vendor fails to pay, the Agency, at its discretion, reserves the right to recover the money by any legal means, including but not limited to the withholding of any payments due to the Vendor. If the Deputy Secretary determines that the Agency should reduce or eliminate the amount imposed, the Agency will return the appropriate amount to the Vendor within sixty (60) calendar days from the date of a final decision rendered.

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F. Disputes

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

Deputy Secretary for Medicaid
Agency for Health Care Administration
Medicaid Appeals/Disputes, Mail Stop 70
2727 Mahan Drive, Mail Stop
Tallahassee, FL 32308

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

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

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B.9. Attorney's Fees

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

B.10. Legal Action Notification

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

B.11. Damages for Failure to Meet Contract Requirements

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

B.12. Corrective Action Plan (CAP)

- A.** If the Agency determines that the Vendor is out of compliance with any of the provisions of this Contract, the Agency may require the Vendor to submit a Corrective Action Plan (CAP) within a specified timeframe. The CAP shall provide an opportunity for the Vendor to resolve deficiencies without the Agency invoking more serious remedies, up to and including contract termination.
- B.** The Vendor shall respond by providing a CAP to the Agency within the timeframe specified by the Agency.
- C.** The Vendor shall implement the CAP only after Agency approval.
- D.** The Agency may require changes or a complete rewrite of the CAP and provide a specific deadline.
- E.** If the Vendor does not meet the standards established in the CAP within the agreed upon timeframe, the Vendor shall be in violation of the provisions of this Contract and shall be subject to liquidated damages.
- F.** Except where otherwise specified, liquidated damages of **\$500.00** per calendar day may be imposed on the Vendor for each calendar day that the approved CAP is not implemented to the satisfaction of the Agency.

B.13. Contract Transition

- A.** At the time of this Contract's completion, the Vendor shall cooperate with the Agency in transitioning responsibilities of this Contract to the Agency or another Vendor.

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- B.** The Vendor shall deliver to the Agency, or its authorized representative, all Contract-related records and data in a format specified by the Agency, within sixty (60) calendar days from the expiration or termination of this Contract. This obligation survives termination of this Contract.

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

B.14. System Functionality

- A.** The Vendor shall have the capacity (hardware, software, and personnel) sufficient to access and generate all data and reports needed for this Contract.
- B.** The Vendor shall comply with HIPAA and the HITECH Act.
- C.** The Vendor shall have protocols and internal procedures for ensuring system security and the confidentiality of recipient identifiable data.

B.15. Information Technology

- A.** The Vendor shall have the necessary information technology (IT) resources needed to fully manage the product required in this Contract.
- B.** Agency Contract Managers shall be responsible for submitting and managing Vendor staff requests or needs for access connectivity to the Agency's data communications network, and the relevant information systems attached to this network, in accordance with all applicable Agency policies, standards and guidelines. The Vendor shall notify the Agency of termination of any staff with access to the Agency's network within twenty four (24) hours of the termination.

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- C.** Vendor staff that have access connectivity to the Agency's data communications network shall be required to complete Agency Security Awareness Training and Agency HIPAA Training. The successful respondent shall also be required to sign an Acceptable Use Acknowledgement Form and submit the completed form to the Agency's Information Security Manager (ISM). The requirements described in this Item must be completed before access to the Agency's network is provided.
- D. Development Requirements**
1. The Vendor shall provide the Agency, providers, and others as identified in this Contract, with the necessary software to execute the requested system.
 2. The Vendor's software when implemented, shall meet the implementation day's industry's best practices and standards NIST (National Institute for Standards and Technology), and W3C (World Wide Web Consortium) which includes development tools.
 3. The Vendor shall develop a system that allows Agency staff to access the system from the Agency network and mobile devices.
 4. The Vendor shall allow Agency access to the data for reporting purposes. Data exports shall comply with the National Information Exchange Model (NIEM) format.
 5. The Vendor's architecture and design document will be reviewed by the Agency's Division of IT before coding starts. This will require a personal presentation by the Vendor's architect(s).
 6. Comments will be used in the code to help other developers to understand the coding methodology/logic that was used.
 7. Proper exception handling is required.
 8. Logging and Auditing may be required for some systems.
 9. Usage of Session and Cache should be limited.
 10. Hard coded values are not allowed for referencing the shared resource address and name. This includes: URL (Uniform Resource Locator) name, file path, email address, database connection string, etc.
 11. The website shall be Section 508 compliant and follow W3C industry standards and best practices.
 12. The website shall contain the Agency header and footer that are currently on ahca.myflorida.com.
 13. Chrome, Firefox, Safari and Internet Explorer are the most commonly used browsers. Internet applications must be compatible with all internet browsers recognized by the World Wide Web Consortium, <http://www.w3.org/>. The Vendor shall deploy the system to be browser agnostic while keeping up with

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the most current versions of Internet browser releases in coordination with the Agency's Division of IT standards. Compatibility is required by the Vendor with all supported versions within six (6) months of the browser's official release.

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

E. Below is the Agency's current environment:

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

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9. TFS (Team Foundation Server);
 10. WEB Applications;
 11. Laserfiche;
 12. SharePoint;
 13. SSL (Secure Sockets Layer) and TLS (Transport Layer Security); Mobile devices; and
 14. SSRS (SQL Server Report Services) and Tableau.
- F.** The Vendor must adhere and comply with the Agency's Division of IT standards regarding SSL Web interface(s) and TLS.
- G.** The Vendor must adhere to the Driver Privacy Protection Act (DPPA) rules that address a memorandum of understanding and security requirements as well as other requirements contained in Rule.
- H.** The Vendor, its employees, subcontractors and agents shall provide immediate notice to the Agency Information Security Manager ("ISM") in the event it becomes aware of any security breach and any unauthorized transmission or loss of any or all of the data collected or created for or provided by the Agency ("State Data") or, to the extent the Vendor is allowed any access to the Agency's information technology ("IT") resources, provide immediate notice to the ISM, of any allegation or suspected violation of security procedures of the Agency. Except as required by law and after notice to the Agency, the Vendor shall not divulge to third parties any confidential information obtained by the Vendor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing this Contract work according to applicable rules, including, but not limited to, Rule 74-2, Florida Administrative Code (FAC) and its successor regulation, security procedures, business operations information, or commercial proprietary information in the possession of the State or the Agency. After the conclusion of this Contract unless otherwise provided herein, the Vendor shall not be required to keep confidential information that is publicly available through no fault of the Vendor, material that the Vendor developed independently without relying on the State's confidential information, or information that is otherwise obtainable under State law as a public record.
- I.** In the event of loss of any State Data or record where such loss is due to the negligence of the Vendor or any of its subcontractors or agents, the Vendor shall be responsible for recreating such lost data in the manner and on the schedule set by the Agency at the Vendor's sole expense, in addition to any other damages the Agency may be entitled to by law or this Contract. In the event lost or damaged data is suspected, the Vendor will perform due diligence and report findings to the Agency and perform efforts to recover the data. If it is unrecoverable, the Vendor shall pay all the related costs associated with the remediation and correction of the problems engendered by any given specific loss. Further, failure to maintain security that results in certain data release will subject the Vendor to the administrative sanctions for failure to comply with Section 501.171, F.S., together with any costs to the Agency of such breach of security caused by the Vendor. If State Data will reside in the Vendor's

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system, the Agency may conduct, or request the Vendor conduct at the Vendor's expense, an annual network penetration test or security audit of the Vendor's system(s) on which State Data resides. All Vendor personnel who will have access to State-owned Data will undergo the background checks and screenings described in this Contract.

- J.** The Vendor shall ensure that call centers, Information Technology (IT) help desks or any other type of customer support provided directly under this Contract, shall be located only in the forty-eight (48) contiguous United States.
- K.** The Vendor must conform to current and updated publications of the principles, standards, and guidelines of the Federal Information Processing Standards (FIPS), the National Institute of Standards and Technology (NIST) publications, including but not limited to [Cybersecurity-Framework](#) and [NIST.SP.800-53r4](#).
- L.** The Vendor must employ traffic and network monitoring software and tools on a continuous basis to identify obstacles to optimum performance.
- M.** The Vendor must employ traffic and network monitoring software and tools on a continuous basis to identify email and Internet spam and scams and restrict or track user access to appropriate websites.
- N.** The Vendor must employ traffic and network monitoring software and tools on a continuous basis to identify obstacles to detect and prevent hacking, intrusion and other unauthorized use of the Vendor's resources.
- O.** The Vendor must employ traffic and network monitoring software and tools on a continuous basis to prevent adware or spyware from deteriorating system performance.
- P.** The Vendor must employ traffic and network monitoring software and tools on a continuous basis to update virus blocking software daily and aggressively monitor for and protect against viruses.
- Q.** The Vendor must employ traffic and network monitoring software and tools on a continuous basis to monitor bandwidth usage and identify bottlenecks that impede performance.
- R.** The Vendor must employ traffic and network monitoring software and tools on a continuous basis to provide methods to flag recipient data to exclude protected health Information (PHI) from data exchanges as approved by the State, and to comply with recipient rights under the HIPAA privacy law for: 1) Requests for restriction of the uses and disclosures on PHI (45 Code of Federal Regulations (CFR) 164.522(a)); 2) Requests for confidential communications (45 CFR 164.522(b)); and 3) Requests for amendment of PHI (45 CFR 164.526). The Vendor must also enter into a Business Associate Agreement ("BAA") with the Agency. The provisions of the BAA apply to HIPAA requirements and in the event of a conflict between the BAA and the provisions of this Section, the BAA shall control. (See **Attachment II**, Business Associate Agreement).

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- S.** The Vendor shall conduct all activities in compliance with 45 CFR 164 Subpart C to ensure data security, including, but not limited to encryption of all information that is confidential under Florida or Federal law, while in transmission and while resident on portable electronic media storage devices. Encryption is required and shall be consistent with Federal Information Processing Standards (FIPS), and/or the National Institute of Standards and Technology (NIST) publications regarding cryptographic standards.
- T.** In order to enable the Agency to effectively measure and mitigate the Vendor's security risks, the Vendor must annually obtain a security rating score from a vendor information security rating service which is approved by the Agency (for example: BitSight Technologies, Security Scorecard, CORL Technologies or other comparable company which rates vendor information security.) If the Vendor does not maintain a top tier security rating score, the Agency will impose liquidated damage(s) and/or other applicable sanction(s).

B.16. Disaster Recovery

- A.** The Vendor shall develop and maintain a disaster recovery plan for restoring the application of software and current master files and for hardware backup in the event the production systems are disabled or destroyed. The disaster recovery plan shall limit service interruption to a period of twenty four (24) clock hours and shall ensure compliance with all requirements under this Contract. The records backup standards and a comprehensive disaster recovery plan shall be developed and maintained by the Vendor for the entire period of this Contract and submitted for review annually by the anniversary date of this Contract.
- B.** The Vendor shall maintain a disaster recovery plan for restoring day-to-day operations including alternative locations for the Vendor to conduct the requirements of this Contract. The disaster recovery plan shall limit service interruption to a period of twenty four (24) clock hours and shall ensure compliance with all requirements of this Contract.
- C.** The Vendor shall maintain database backups in a manner that shall eliminate disruption of service or loss of data due to system or program failures or destruction.
- D.** The disaster recovery plan shall be finalized no later than thirty (30) calendar days prior to this Contract effective date. The Agency shall review the Vendor's disaster recovery plan during the readiness review.
- E.** The Agency, at its discretion, reserves the right to direct the Vendor to amend or update its disaster recovery plan in accordance with the best interests of the Agency and at no additional cost to the Agency.
- F.** The Vendor shall make all aspects of the disaster recovery plan available to the Agency at all times.
- G.** The Vendor shall conduct an annual Disaster Recovery Plan test and submit results for review to the Agency in the annual plan submitted in compliance with Section P., Disaster Recovery, Sub-Section 1.

ATTACHMENT B SCOPE OF SERVICES

B.17. Smartphone Applications

If the Vendor uses smartphone applications (apps) to allow providers direct access to Agency-approved documents and/or content, the Vendor shall comply with the following. The Vendor shall receive written approval from the Agency Division of Information Technology before implementation of a smartphone application:

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

B.18. Social Networking

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

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

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

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

**EXHIBIT B-1
DELIVERABLES AND PERFORMANCE STANDARDS**

**TABLE 1
DELIVERABLES AND PERFORMANCE STANDARDS**

Deliverable Title	Deliverable Description	Performance Measure	Due Date/Review Cycle	Financial Consequences
Project Plan	The Vendor shall develop and submit a Project Plan for creation and activation of the interface files between the Agency and the Vendor. The Project Plan shall include an approach to implementation, risk management, communication, change management, and daily operations, including any additional direction received from the Agency during the Project Kick-Off Meeting.	Plan documentation is approved by the Agency.	A Project Kick-Off meeting shall be held no later than ten (10) business days of award of this Contract. A Project Plan must be submitted to the Agency within fifteen (15) business days of the execution date of this Contract.	\$50.00 per calendar day for each calendar day after the due date.
Solution Architecture and Design Document	The Vendor shall develop and submit a Solution Architecture and Design document to outline the technical specifications necessary to perform the services described in this Contract.	Documentation is approved by the Agency.	Due within fifteen (15) business days of the execution date of this Contract.	\$50.00 per calendar day for each calendar day after the due date.
Production Implementation Guide	The Vendor shall develop and submit a Production Implementation Guide which outlines the requirements to move into production and the ongoing daily operation activities.	Plan documentation is approved by the Agency and all online services are active and verified by the Agency to be working correctly.	Production Implementation Guide is due within fifteen (15) business days of the execution date of this Contract. All configurations authorized by the Guide are complete within thirty (30) calendar days of the execution date of this Contract.	\$50.00 per calendar day for each calendar day after the due date.

**EXHIBIT B-1
DELIVERABLES AND PERFORMANCE STANDARDS**

**TABLE 1
DELIVERABLES AND PERFORMANCE STANDARDS**

Deliverable Title	Deliverable Description	Performance Measure	Due Date/Review Cycle	Financial Consequences
Test Plan	The Vendor shall develop and submit to the Agency a test plan for services to be tested and verified.	Certificate of completion issued by the Agency.	Due within fifteen (15) business days of the execution date of this Contract.	\$50.00 per calendar day for each calendar day after the due date.
System Interface Readiness	The Vendor shall develop and submit System Interface Files for Agency review/approval.	Successful testing of all inbound and outbound transfers approved by the Agency.	Due no later than thirty (30) calendar days after the execution date of this Contract.	\$50.00 per calendar day for each calendar day after the due date.
Operations Go-Live	The Vendor shall perform all Implementation Go-live activities required for the Agency to move to production.	Provide all information required to allow the Agency to rollover to production server.	Due within thirty (30) calendar days after the execution date of this Contract.	\$50.00 per calendar day for each calendar day after the due date.
System Changes	Notification of system changes as defined in Section B.3.A.1.d.5) and Section B.3.A.1d.6).	Vendor provides notice for modifications needed that require impacted system changes within the required timeframes.	As occurs	In the event the Vendor does not provide one hundred eighty (180) calendar days written notice, for Agency impacted system changes, the Agency may assess for each day less than one hundred eighty (180) calendar days the actual cost to the Agency for staffing hours to respond to the change; not to exceed the state term contract for technology staff pricing for one staff augmentation Developer.

**EXHIBIT B-1
DELIVERABLES AND PERFORMANCE STANDARDS**

**TABLE 1
DELIVERABLES AND PERFORMANCE STANDARDS**

Deliverable Title	Deliverable Description	Performance Measure	Due Date/Review Cycle	Financial Consequences
Positive Pay Verification	Positive pay information shall be available for decision by 10 a.m. ET on the Vendors online system.	Access the file by 10 a.m. ET.	Daily- Federal business day	\$50.00 per calendar day for each calendar day after the due date.
Paid Items Verification	On each Federal Business Day, the Vendor shall provide a daily detailed listing of all checks paid and an electronic file of all paid items will be transmitted to the Agency to update the Agency's check applications.	Receipt of processed file.	Daily- Federal business day	\$50.00 per calendar day for each calendar day after the due date.
Monthly Fraud Report	The Vendor shall process state Check fraud investigations and provide a monthly report listing all the forged and improperly endorsed items processed and their status/resolution. This file will include Check number, Check type, payee, amount, credit advice date, amount collected, date collected, and the status information. The Vendor shall work with Treasury personnel to verify that the report includes all the needed information according to Treasury.	Agency receipt and approval of report.	To be received prior to the monthly statement and invoice, within ten (10) calendar days of month end.	\$50.00 per calendar day for each calendar day after the due date.
Check Imaging	The Vendor shall provide images for checks through the Vendor's online banking system daily.	The Agency will review the online banking system to perform a random sampling of online Check Images twice a month.	Checks will be available upon presentment to the Agency for settlement daily.	\$25.00 per calendar day for each calendar day after the due date.

**EXHIBIT B-1
DELIVERABLES AND PERFORMANCE STANDARDS**

**TABLE 1
DELIVERABLES AND PERFORMANCE STANDARDS**

Deliverable Title	Deliverable Description	Performance Measure	Due Date/Review Cycle	Financial Consequences
DVD Provision	The Vendor shall provide DVDs of paid Check images to the Agency on a monthly basis.	Acceptance and approval by the Agency.	Due by the 15 th of each month for the previous months' settled checks.	\$25.00 per calendar day for each calendar day after the due date.
Current Day Check and ACH Presentment	The Vendor shall provide current day check and ACH presentment information each Federal business day through the electronic banking system.	Receipt and approval by Agency.	Daily by 10:00 a.m. Eastern Time (ET) - Federal business day	\$50.00 per calendar day for each calendar day after the due date.
Wire Transfers	The Vendor shall perform wire transfers in real time within thirty (30) minutes of receipt and immediate validation of wire instructions from the Agency.	Receipt of notification of execution.	Within thirty (30) minutes of receipt and immediate validation.	In the case of the Vendor's failure to execute the wire on the recorded settlement date the Agency will charge the overnight Federal Treasury Rate for each calendar day the settlement is delayed.
Daily ACH Settlement	The Vendor shall provide the Agency with the amount of ACH debits to be settled each Federal business day.	Acceptance by the Agency.	Daily, no later than 8:00 a.m. ET each Federal business day.	\$50.00 per calendar day for each calendar day after the due date.
ACH File Processing	The Vendor shall process ACH files received from the Agency.	Performed according to National Automated Clearing House Association (NACHA) regulations.	Daily but no later than 5:00 p.m. ET each Federal business day.	If the Vendor does not process on the same business day on the ACH file's settlement date, the Agency will charge the overnight Federal Treasury Rate for each calendar day settlement is delayed.
ACH Reconciliation	The Vendor shall correct ACH reconciliation discrepancies in accordance with NACHA rules.	Performed accurately and accepted by the Agency.	Within seventy-two (72) hours of notification by the Agency.	\$100.00 per calendar day for each calendar day after the due date.

**EXHIBIT B-1
DELIVERABLES AND PERFORMANCE STANDARDS**

**TABLE 1
DELIVERABLES AND PERFORMANCE STANDARDS**

Deliverable Title	Deliverable Description	Performance Measure	Due Date/Review Cycle	Financial Consequences
ACH Confirmation	The Vendor shall provide confirmations back to the Agency for all accounts.	Receipt of confirmation.	Daily each federal business day.	\$100.00 per calendar day for each calendar day after the due date.
Posting of Returned Items	The Vendor shall post returned items to the Agency's account as allowed per NACHA rules.	Items are posted to the correct account.	Daily each federal business day.	\$100.00 per calendar day for each calendar day after the due date.
Processing Deposits	The Vendor shall accept and process deposited items delivered to the local branch. Deposits into the accounts will be processed the same day and all domestic items will receive same day credits.	Performed accurately as determined by the Agency and accepted by the Agency.	Daily each federal business day.	If the Vendor does not provide availability on the deposit date, the Agency will charge the overnight Federal Treasury Rate for each calendar day that availability is delayed.
Returns Account Management	The Vendor shall negotiate checks drawn on the Returns account.	Checks presented are honored.	As presented	\$100.00 per calendar day for each calendar day after the due date until corrected.
System and Organization Controls (SOC) Report	The Vendor shall provide a System and Organization Controls (SOC) Report under the SSAE-18 standard in a SOC Report.	Receipt of the SOC Report	Yearly, within thirty (30) calendar days of report completion.	\$25.00 per calendar day for each calendar day after the due date until the report is received.
Online Banking System	The Vendor shall provide an Online Banking System with uninterrupted electronic access	Uninterrupted access to the Vendor's Online Banking system during state business days	Daily during state business days.	\$100.00 per calendar day for each calendar day until the Online Banking System is available.

**EXHIBIT B-1
DELIVERABLES AND PERFORMANCE STANDARDS**

**TABLE 1
DELIVERABLES AND PERFORMANCE STANDARDS**

Deliverable Title	Deliverable Description	Performance Measure	Due Date/Review Cycle	Financial Consequences
Wire Transfer and Report Delivery Back-Up System	The Vendor shall have an established secure back-up system for wire transfer and report delivery if the web-based system is unavailable.	Must function within four (4) hours of the occurrence.	As determined by the Agency.	\$100.00 per calendar day for each calendar day until the secure back-up system is functional..
Annual Disaster Recovery Testing	The Vendor shall perform an Annual Disaster Recovery test.	Notification to the Agency of test completion and successful performance.	Annually by June 1 st	\$50.00 per calendar day for each calendar day after the due date until the Agency is notified.
Exit Transition Plan	The Vendor shall develop and submit to the Agency for approval an Exit Transition Plan. The Exit Transition Plan shall include an approach to transition, risk management, communication, and change management upon expiration and/or termination of this Contract.	Acceptance and approval by the Agency.	Due to the Agency within six (6) months of execution of this Contract.	\$100.00 per calendar day for each calendar day after the due date until submission and approval by the Agency.
Certification of Destruction	The Vendor shall provide certification of destruction of forms, documents, and other items that provide the ability to produce State checks.	Receipt of and approval of Certification by the Agency.	Due to the Agency no later than seven (7) calendar days after expiration and/or termination of this Contract.	\$100.00 per calendar day for each calendar day after the due date until certification is received and approved by the Agency.

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**EXHIBIT B-1
DELIVERABLES AND PERFORMANCE STANDARDS**

TABLE 2 OPTIONAL DELIVERABLES AND PERFORMANCE STANDARDS				
Deliverable Title	Deliverable Description	Performance Measure	Due Date/Review Cycle	Financial Consequences
Check Printing Project Plan (Optional Service)	In the event the Agency elects to activate this optional service, the Vendor shall provide a project plan for Check printing services. The Project Plan shall include an approach to implementation, risk management, communication, change management, and daily operations.	Implementation Plans and successful implementation are accepted by the Agency	Within twenty-five (25) days of notice of election for Optional Services.	\$100.00 per calendar day for each calendar day after the due date until services are complete.
Check Payment File (Optional Service)	In the event the Agency elects to activate this optional service, the Vendor shall Confirm receipt of check Payment File.	Confirmation email received by Agency.	Daily upon initiation of optional services.	\$100.00 per calendar day for each calendar day after the due date until services are complete.
Printing and Distribution of Checks (Optional Service)	In the event the Agency elects to activate this optional service, the Vendor shall print and distribute checks.	Confirmation email received by Agency.	Daily upon initiation of optional services.	\$100.00 per calendar day for each calendar day after the due date until services are complete.

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