

TITLE PAGE
FLORIDA DEPARTMENT OF HEALTH
DOH23-025



2.2018

INVITATION TO NEGOTIATE (ITN)
FOR
**Title XIX and Title XXI Children's Medical
Services (CMS) Program**

Respondent Name: _____

Respondent Mailing Address: _____

City, State, Zip: _____

Phone: _____ Fax Number: _____

E-Mail Address: _____

Federal Employer Identification Number (FEID): _____

BY AFFIXING MY SIGNATURE ON THIS REPLY, I HEREBY STATE THAT I HAVE READ THE ENTIRE ITN TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS AND ALL ITS ATTACHMENTS, INCLUDING THE REFERENCED PUR 1000 AND PUR 1001.

I hereby certify that my company, its employees, and its principals agree to all of the terms, conditions, provisions and specifications during the competitive solicitation and any resulting Contract including those contained in the **Standard Contract**.

Signature of Authorized Representative: _____

Printed (Typed) Name and Title: _____

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

ATTACHMENT A
Instructions and Special Conditions

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SECTION 1.0: INTRODUCTION

1.1 Statement of Purpose

The Department of Health (Department) is requesting replies from qualified respondents to provide Statewide Medicaid Managed Care (SMMC) Program and Children's Health Insurance Program (CHIP) services.

Section 1.1.1. Legal Authority

Chapters 287, 391, and 409, Florida Statutes, Title 42 Code of Federal Regulations sections 438.230, 455.104, Title 42 United States Code sections 701, 1396, and 1397, and the Social Security Act Titles V, XIX, and XXI.

1.2 Incorporation by Reference

The PUR 1001, General Instructions to Respondents (PUR 1001), and PUR 1000, General Contract Requirements (PUR 1000), are hereby incorporated by reference to the terms of this solicitation. Refer to Sections 3.1 and 4.1 of this ITN for further detail.

1.3 Solicitation Objective

The Department intends to enter into a contract using **Attachment B, Scope of Services**, for the provision of SMMC Program and CHIP services, and make a single statewide award, however, the Department reserves the right to award to multiple Respondents on a statewide or regional basis, or to make no award, as determined to be in the best interest of the State. If more than one Contract is awarded, then the terms "Contract," "Provider", "Reply," and "Respondent," include the plural when applicable.

The Department's overall objectives are for Title XIX and XXI enrollees to receive all medically necessary services in a timely manner and in the most appropriate setting, thereby achieving high-quality outcomes while containing costs, while ensuring the provision of services and programs that best suit the needs of all of enrollee family members. The Department intends to award a contract to a Respondent that incentivizes value and quality; offers an enhanced service delivery system and integration of behavioral and physical health services; ensures the availability of comprehensive, quality-driven provider networks; streamlines processes that enhance the enrollee and provider experience; provides expanded benefits targeted to improve outcomes for enrollees; has top quality scores and high rates of enrollee satisfaction; is able to deliver an efficient, high-quality, innovative, cost-effective, integrated health care delivery model; and that provides opportunities for self-sufficiency, purpose, and independence. Preference will be given to Respondents awarded a statewide contract through the AHCA ITN 010-22/23.

Respondents must offer innovative and evidence-based approaches in meeting the following goals under the Medicaid program:

- a. Improve childhood and adolescent mental health.
- b. Promote preventative health, reducing avoidable health complications and hospitalizations.

- c. Enhance Care Coordination to ensure person-centered and family-centered care.
- d. Utilize a full array of services in the home to ensure independence and avoid the need for institutional care.

1.4 Background

The State of Florida (State) has offered Medicaid services (Title XIX of the Social Security Act) since 1970. Medicaid is funded by both the State and federal government to provide health care coverage for eligible children, seniors, disabled adults, and pregnant women. The annual budget for the program is more than thirty-eight billion dollars (\$38,000,000,000.00) and makes up the largest part of the total Florida budget. Florida's Children's Health Insurance Program (CHIP) was established by the Balanced Budget Act (BBA) of 1997 and under Title XXI of the Social Security Act. The BBA expanded health insurance coverage to uninsured children in families with income that is modest but too high to qualify for Medicaid.

In 2011, the Florida Legislature passed House Bill 7107 (creating part IV of Chapter 409, Florida Statutes) to establish the Florida Medicaid program as a statewide, integrated managed care program for all covered services, including long-term care services. This program is referred to as Statewide Medicaid Managed Care (SMMC) and includes three (3) programs: Managed Medical Assistance (MMA), Long-Term Care (LTC), and Dental. Pursuant to Chapters 391 and 409, Florida Statutes, under the SMMC program, the Department is authorized to operate a managed system of care for low-income children with special health care needs eligible for Title XXI (CHIP) through a Contract with the Agency for Health Care Administration (AHCA). CHIP provides services to children ages one (1) to nineteen (19) who have a special health care need.

The Division of Children's Medical Services (Division) within the Department, operates the Children's Medical Services (CMS Plan), which services children eligible for Title XIX (Medicaid) and Title XXI (CHIP). The CMS Plan is an integral part of the SMMC Program. CMS Plan Title XIX and XXI enrolled children with life-threatening conditions are eligible to receive Partners in Care: Together for Kids (PIC:TFK) services. PIC:TFK is Florida's Program for All Inclusive Care for Children (PACC) and is designed for children twenty (20) years of age or younger. This program provides pediatric palliative care support services throughout the illness' trajectory. The program's focus is to provide pain and symptom management services, thus improving quality of life.

The Department is Florida's designated Title V Maternal and Child Health (MCH) Block Grant Agency. The Division within the Department administers the children with special health care needs portion of the Title V MCH Block Grant and serves children and youth with special health care needs through a variety of programs. The Department also serves children who meet both the clinical eligibility requirements for the Department and who have serious behavioral or emotional conditions and receive Behavioral Health Network (BNET) services. Children enrolled in BNET receive their medical services through the Department.

1.5 Definitions

In addition to the definitions listed in the PUR 1000 and PUR 1001, and **Attachment B, Scope of Services**, the following definitions also apply to this ITN:

Best and Final Offer (BAFO): The final offer received from the Respondent at the end of negotiations.

Business Days: Monday through Friday, excluding state holidays.

Business Hours: 8:00 a.m. to 5:00 p.m., Eastern Time on all business days.

Calendar Days: All days, including weekends and holidays.

Certified Minority Business Enterprise: A business certified by any local governmental jurisdiction or organization accepted by the Department of Management Services, Office of Supplier Diversity (DMS), as a certified minority business enterprise for purposes of doing business with state government when DMS determines that the state's minority business enterprise certification criteria are applied in the local certification process in accordance with section 287.0943, Florida Statutes.

Contract: The formal agreement that will be awarded to the successful Respondent under this ITN.

Contract Manager: An individual designated by the Department to be responsible for the monitoring and management of the Contract.

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

Minor Irregularity: As used in the context of this solicitation, indicates a variation from the ITN terms and conditions which does not affect the price of the Reply or give the Respondent an advantage or benefit not enjoyed by other respondents or does not adversely impact the interests of the Department.

Provider: The successful Respondent awarded a contract by the Department in accordance with the terms of this ITN.

Reply: The complete written response of the Respondent to the ITN (technical and cost replies), including properly completed forms, supporting documents, and attachments.

Respondent: Any entity or person that submits a Reply to this ITN.

State: State of Florida.

State Holidays: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday After Thanksgiving, Christmas Day.

Value Added Services: Additional services provided to the Department that include new and innovative technologies relating to the telecommunication services sought under this solicitation at no additional cost to the Department.

Vendor Information Portal (VIP): Refers to the State of Florida’s internet-based vendor information system, which is available at:
<https://vendor.myfloridamarketplace.com>.

Where there is a conflict between a definition in this solicitation, **Section 1.5**, above, and the definitions in **Scope of Services (Attachment B)**, the definition in this solicitation will prevail when the term is used in this solicitation. The definition in the **Scope of Services (Attachment B)**, will prevail when the term is used in the **Scope of Services (Attachment B)**.

SECTION 2.0: PROCUREMENT RULES AND INFORMATION

2.1 Overview of the ITN

The ITN process consists of three phases: Administrative Review, Evaluation, and Negotiation.

In the Administrative Review Phase, the Department will review each submitted Reply to determine its responsiveness to the terms and conditions of this solicitation. The Department will also ensure that all documents or information labeled as “Mandatory” in this ITN have been submitted by the Respondent. Only those Replies that meet the mandatory criteria and contain all mandatory documentation and information will be sent to the evaluation team for review.

The Evaluation Phase involves the Department’s evaluation team assessing each Respondent’s submitted replies in accordance with the criteria described in **Exhibit A-4 Unscored Submission Requirements and Evaluation Criteria** and **Exhibit A-5 Scored Submission Requirements and Evaluation Criteria** in order to establish a competitive range of replies reasonably susceptible of award. The conclusion of this phase may result in the Department’s selection of Respondents to proceed to the Negotiation Phase.

In the Negotiation phase, selected Respondents will be asked to provide an in-person or virtual presentation of their Reply in Tallahassee, Florida. This phase also includes negotiation of a final scope of services, pricing, and terms and conditions of the final contract. The negotiation phase culminates in one or more of the Respondents receiving a request, from the Department, to submit a best and final offer.

2.2 Procurement Officer

The Procurement Officer assigned to this solicitation is:

Florida Department of Health
Attention: [Niki Sparks](#)
4052 Bald Cypress Way, Bin B07
Tallahassee, FL 32399-1749
Email: niki.sparks@flhealth.gov

*****ALL EMAILS TO THE PROCUREMENT OFFICER MUST CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL*****

2.3 Restriction on Communication

Pursuant to section 287.057(25), Florida Statutes, Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer listed in **Section 2.2., Procurement Officer**, above. Violation of this provision may be grounds for rejecting a Reply.

2.4 Term

It is anticipated that the Contract resulting from this ITN will begin the date of Contract execution through December 31, 2030. The Contract resulting from this ITN is contingent upon availability of funds.

Each October 1 through September 30 within the Contract term shall be defined as a Contract Year. However, the first Contract Year (Year 1) shall be defined as the date of Contract execution through September 30, 2025; the last Contract Year (Year 6) shall be defined as October 1, 2030, through December 31, 2030.

The Contract may not be renewed; however, the Department may extend the resulting Contract(s) term to cover any delays during the transition to a new plan.

2.5 Timeline

<u>EVENT</u>	<u>DUE DATE</u>	<u>LOCATION</u>
ITN Advertised / Released	11/14/2024	Posted to the Vendor Information Portal at: https://vendor.myfloridamarketplace.com
Questions Submitted in Writing	Must be received PRIOR TO: 11/26/2024 by 5:00 p.m., Eastern	Submit to: Florida Department of Health Central Purchasing Office Attention: Niki Sparks E-mail: niki.sparks@flhealth.gov
Answers to Questions (Anticipated Date)	12/13/2024	Posted to Vendor Information Portal at: https://vendor.myfloridamarketplace.com
Replies Due and Opened	Must be received PRIOR to: 12/23/2024 3:00 p.m., Eastern	PUBLIC OPENING Submit to: Florida Department of Health Central Purchasing Office Attention: Niki Sparks 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749
Evaluation of Replies (Anticipated Date)	1/7/2025	Evaluation Team Members to begin evaluations individually.
Respondent Negotiation Notification (Anticipated Date)	2/18/2025	The Procurement Officer will notify the Respondents with whom the Department intends to negotiate with.
Beginning of Negotiations (Anticipated Date)	2/26/2025	Negotiations are not public meetings; however they are recorded.

Posting of Intent to Award (Anticipated Date)	3/21/2025	Posted to the Vendor Information Portal at: https://vendor.myfloridamarketplace.com
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2.6 Addenda

If the Department finds it necessary to supplement, modify, or interpret any portion of the solicitation during the procurement process, a written addendum will be posted on the VIP. It is the responsibility of the Respondent to be aware of any addenda that might affect this ITN or their Reply.

2.7 Questions

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

Questions related to this solicitation must be received in writing via e-mail by the Procurement Officer identified in **Section 2.2, Procurement Officer**, within the time indicated in **Section 2.5, Timeline**. Verbal questions or those submitted after the period specified in **Section 2.5, Timeline**, will not be addressed.

Answers to questions submitted in accordance with **Section 2.5, Timeline**, will be posted on the VIP.

2.8 Modifications and Withdrawal

A Respondent may modify or withdraw its Reply at any time prior to the submittal deadline, as specified in **Section 2.5, Timeline**, by submitting a request to the Procurement Officer. Requests for modification or withdrawal of a submitted Reply must be in writing and signed by an authorized signatory of the Respondent. Upon receipt and acceptance of such a request, the entire Reply will be returned to the Respondent and will not be considered unless resubmitted by the Reply due date and time.

2.9 Clarification Process

The Department may request clarification or request missing items from the Respondent to resolve ambiguities or questioning information (i.e. minor irregularities) presented in its Reply. Clarifications may be requested throughout this procurement process. The Respondent's answers to requested clarifications must be in writing, address only the information requested and must be submitted within the time specified by the Department.

2.10 Contract Formation

The Contract between the Department and the Provider will incorporate the terms of this ITN (Attachment A), any addenda to this ITN, the Attachment B, Scope of Services, Exhibit B-1, and the Respondent's Reply (including the Best and Final Offer (BAFO)). In the event of a conflict in language among any of the documents referenced herein, the provisions and requirements of the Contract will control. Any documents or information submitted by the Provider after the negotiation phase has concluded will not be incorporated into the Contract.

SECTION 3.0: INSTRUCTIONS FOR REPLY SUBMITTAL

3.1 General Instructions to Respondents (PUR 1001)

The General Instructions to Respondents (PUR 1001) is incorporated by reference in this solicitation. This document should not be returned with the Reply. The PUR 1001 is located at <http://dms.myflorida.com/content/download/2934/11780>.

The following sections of the PUR1001 are inapplicable and superseded by this ITN as noted:

Section 3. Electronic Submission of Replies: Replies must be submitted as required in **Section 3.6, Instructions for Submittal**.

Section 5. Questions: Questions must be submitted as specified in **Section 2.7, Questions**.

3.2 Reply Format

This section describes the format in which Replies are to be submitted. The Department discourages lengthy Replies. Additional information deemed appropriate by the Respondent may be included but should be placed within the relevant section. **Additional tabs beyond those designated in Section 3.3, Reply Contents, will not be evaluated.**

Replies should be limited to a page size of 8.5" x 11" inches. Font size and style are at the Respondent's discretion but should be at least 11 point. All pages should be sequentially numbered, and one-inch margins should be used.

All Replies must contain the sections outlined below. Those sections are called "Tabs." A "Tab", as used herein, is a section separator, offset and labeled, so each Department Evaluator can easily turn to "Tabbed" sections during the evaluation process.

3.3 Reply Contents

It is a mandatory requirement of this ITN that the Reply contain the specified documents and address all items listed below. Replies to this ITN should be prepared using simple terms and minimal technical or industry specific language. The Respondent must organize its Reply submittal contents as follows:

3.3.1 Mandatory Requirements

Respondents must complete and submit the following mandatory information or documentation as part of their Reply by the time specified in **Section 2.5, Timeline**. Any Reply which does not contain the information below may be deemed non-responsive to this ITN:

3.3.1.1 The **Title Page** of this ITN must be completed, signed and returned with the Reply.

3.3.1.2 **Exhibit A-2, Transmittal Letter**, shall be completed with the instructions contained therein.

3.3.1.3 **Required Certifications and Statements**

- 3.3.1.3.1 The Respondent shall complete and submit **Exhibit A-a, Qualification of Plan Eligibility**.
- 3.3.1.3.2 Each Respondent shall certify its eligibility to provide services under the SMMC program pursuant to Section 409.962(7), Florida Statutes.
- 3.3.1.3.3 A Respondent choosing to submit a reply as a Provider Service Network shall complete and submit **Exhibit A-2-b, Provider Service Network Certification of Ownership and Controlling Interest**.
- 3.3.1.3.4 All Respondents shall complete and submit **Exhibit A-2-c, Additional Required Certifications and Statements**.
- 3.3.1.3.5 A Respondent choosing to submit a reply as an Accountable Care Organization shall complete and submit **Exhibit A-2-d, Accountable Care Organization Certification of Qualifications**.

3.3.1.4 Milliman Organizational Conflict of Interest Mitigation Plan

- 3.3.1.4.1 The Department has determined that in order to evaluate Replies and negotiate a Contract that is in the best interests of the State, it is necessary to use the services of Milliman, Inc. (Milliman) to act as an actuary and advisor throughout all stages of the procurement. The Department reasonably anticipates that one (1) or more prospective Respondents may also use Milliman. The Department has determined that all reasonably anticipated organizational conflicts of interest relating to its use of Milliman may be avoided by the mitigation plan, described in **Exhibit A-3-a, Milliman Organizational Conflict of Interest Mitigation Plan**.
- 3.3.1.4.2 All Respondents must review and submit **Exhibit A-3-a, Milliman Organizational Conflict of Interest Mitigation Plan**, certifying that it has read the mitigation plan and that it will directly and indirectly fully comply with the mitigation plan through all stages of the procurement. If a Respondent is using Milliman for this procurement, it must also submit **Exhibit A-3-b, Milliman Organizational Conflict of Interest Mitigation Plan Declaration**, completed by each identified Milliman personnel that will be assisting the Respondent in the procurement.

3.3.1.5 Proposal Guarantee

- 3.3.1.5.1 The Respondent's Original Reply must be accompanied by a Proposal Guarantee payable to the State of Florida in the amount of **five million dollars (\$5,000,000.00)**. The Proposal Guarantee is a firm commitment the Respondent shall, upon the Department's acceptance of its Reply, execute such contractual documents as may be required within the time specified.
- 3.3.1.5.2 The Respondent must be the guarantor. If responding as a joint venture/legal partnership, at least one (1) party of the joint venture/legal partnership shall be the guarantor.

- 3.3.1.5.3** The Proposal Guarantee shall be in the form of a bond, cashier’s check, treasurer’s check, bank draft, or certified check. The Department will not accept a letter of credit in lieu of the Proposal Guarantee.
- 3.3.1.5.4** All Proposal Guarantees will be returned upon execution of the legal Contract with the successful Respondent and receipt of the performance bond required by **Section 5.14, Performance Bond**.
- 3.3.1.5.5** 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.
- 3.3.1.5.6** The Proposal Guarantee must not contain any provisions that reduce the amount of the proposal guarantee based on the amount of any contract awarded to a replacement awardee or shorten the time from bringing an action to a time less than that provided by the applicable Florida Statute of limitations (see Section 95.03, Florida Statutes). **Proposal guarantees submitted using the American Institute of Architects (AIA) Document 310, or any document based upon that form, will not be accepted by the Department.**

3.3.1.6 Financial Information

The Respondent shall submit the following financial information.

3.3.1.6.1 Financial Statements – The Respondent shall submit its most recent audited financial statements prepared using Statutory Accounting Principles (SAP) for the past **three (3)** years as described in **Table 1**, Financial Statement Requirements, based upon one (1) of the following entity types:

- 3.3.1.6.1.1** An entity with at least three (3) years of financials.
- 3.3.1.6.1.2** An entity without three (3) years of its own financials.
- 3.3.1.6.1.3** An entity without three (3) years of its own financials and without a parent entity.

TABLE 1 FINANCIAL STATEMENT REQUIREMENTS		
An entity with at least three (3) years of financials	An entity without three (3) years of its own financials	An entity without three (3) years of its own financials and without a parent entity
<ul style="list-style-type: none"> • The most recent audited financial statements for the past three (3) years. • The Respondent’s National Association of Health Insurance Commissioners’ annual Health 	<ul style="list-style-type: none"> • The most recent audited financial statements of its parent entity for the past three (3) years. 	<ul style="list-style-type: none"> • The most recent audited financial statements for the past three (3) years of individuals with five percent (5%) or more ownership interest in the

<p>Statement for the most recent three (3) years. Provider Service Networks (PSNs) may submit only the first four (4) schedules (Assets; Liabilities, Capital, and Surplus; Revenue and Expenses Statement; and Cash Flow Statement).</p> <ul style="list-style-type: none"> The most recent audited financial statements for the past three (3) years of its parent entity or of individuals with five percent (5%) or more ownership interest, as applicable. 	<ul style="list-style-type: none"> An organizational chart showing the relationship between the Respondent and parent entity. 	<p>Respondent, as documented through the Respondent's submission of a completed Form 1513 Disclosure of Ownership and Control Interest Statement Form.</p>
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3.3.1.6.2 Pro Forma Financial Statements – The Respondent shall provide the following pro forma financial statements for the Respondent's Florida operation, broken down by line of business. The pro forma financial statements must be prepared on an accrual basis by month for the first three (3) years (or until profitable) beginning with the first month of recipient enrollment into the plan, assuming initial enrollment in February 2025, and include: (Note: February 2025 is provided as an initial enrollment date solely for the purpose of this item.)

3.3.1.6.2.1 A statement of monthly revenue and expenses based upon the anticipated plan enrollment in the region by the last month of the third year of operation.

3.3.1.6.2.2 A monthly cash flow analysis.

3.3.1.6.2.3 A balance sheet for each month.

3.3.1.6.3 Surplus - The Respondent shall describe and provide calculations used to demonstrate how it will fund the required surplus for Capitated Managed Care Plans. The required surplus must be in the form of assets allowable as admitted assets by the Office of Insurance Regulation (OIR), and restricted funds of deposits (Agency insolvency account, OIR restricted deposits), the greater of one million five hundred thousand dollars (\$1,500,000.00), ten percent (10%) total liabilities, or two percent (2%) annualized premiums (Section 641.225, Florida Statutes).

3.3.1.6.4 Insolvency Protection Account – The Respondent shall describe and provide calculations used to demonstrate how it will fund the Department Insolvency Protection Account, as follows:

Five percent (5%) of the estimated monthly capitation amount that would be paid to the successful Respondent by the Department each month until a maximum total of two percent (2%) of the annualized total Contract amount is funded. The Respondent shall provide a calculation

of the five percent (5%) estimate and indicate the anticipated source and method of funding this requirement.

The Department will evaluate the audit of the Respondent and/or parent entity to determine the Respondent's ability to fund the Department Insolvency Protection Account. If funding for the Department Insolvency Protection Account will come from a source other than the Respondent or parent entity, the Respondent shall indicate the source and provide an audit, bank statement, and/or bank letter demonstrating the ability to fund this requirement.

3.3.1.7 Submission Requirements and Evaluation Criteria

3.3.1.7.1 All Respondents shall complete and submit **Exhibit A-4, Unscored Submission Requirements and Evaluation Criteria**, and its Exhibits regardless of the Respondent's plan type. Respondents shall comply with the instructions for completing **Exhibit A-4** and its Exhibits, which are contained therein.

3.3.1.7.2 All Respondents shall complete and submit **Exhibit A-5, Scored Submission Requirements and Evaluation Criteria**, and its Exhibits, regardless of the Respondent's plan type. Respondents shall comply with the instructions for completing **Exhibit A-5** and its Exhibits, which are contained therein.

3.3.1.7.3 This solicitation, including all its addenda, the Department's written response to written inquiries, and the successful Respondent's Reply, including information provided in response to Submission Requirement Components (SRCs) through negotiations, shall be incorporated by reference in the final Contract document.

3.3.1.8 Financial Commitments – The Respondent shall complete and submit **Exhibit A-6-a, Financial Commitment Template**, and **Exhibit A-6-b, ITN Plan Financial Commitment Supporting Documentation**. **Exhibit A-6-c, CMS Plan Data Book**, provides relevant background information that the Respondent may find useful in the development of their Reply. Instructions for completing the ITN Plan Financial Commitment Template and the Financial Commitment Supporting Documentation are provided in **Exhibit A-6, ITN Plan Financial Commitment Template Narrative**.

3.3.1.9 PDN Quality Withhold - The Respondent shall complete and submit **Exhibit A-9, PDN Quality Withhold Proposal Template**. **Exhibit A-6-c, CMS Plan Data Book**, provides relevant background information that the Respondent may find useful in the development of their Reply. Instructions for completing the PDN Quality Withhold Calculation are provided in Exhibit A-9 on the Instructions tab.

3.3.1.10 Foreign Countries of Concern Attestation (Attachment E) as specified in Section 5.8.

- 3.3.1.11 Subcontractor List Form (Attachment F) must be completed as specified in Section 3.6, Subcontractor.**
- 3.3.1.12 Background Screening Attestation (Attachment H) must be completed as specified in Section 5.12, Background Screening and Drug Screening Requirements.**
- 3.3.1.13 Certification of Drug-Free Workplace -** The State supports and encourages initiatives to keep the workplace of Florida’s suppliers and contractors’ drug free. Section 287.087, Florida Statutes provides that, where identical tie Replies are received, preference shall be given to a Reply received from a Respondent that certifies it has implemented a drug-free workplace program. If applicable, the Respondent shall sign and submit **Exhibit A-8, Certification of Drug-Free Workplace**, to certify that the Respondent has a drug-free workplace program.
- 3.3.1.14 Vendor Certification (PUR 7801) (Attachment I) must be completed and submit with the Reply.**
- 3.3.1.15 Forced Labor Certifications (PUR 2024) (Attachment J) as specified in Section 5.20.**

3.3.2 Reply Submission Requirements

One original copy and seven duplicate copies of the Reply must be submitted no later than the date and time set forth in **Section 2.5, Timeline**. In addition, one electronic copy of the Reply on a single USB storage device, viewable in Adobe Acrobat Reader (PDF) must be submitted. The electronic copy submitted must contain the entire Reply as the submitted original copy, including all supporting and signed documents.

The PDF electronic copy of the “original” Reply will be considered the control if there are any differences between the paper and electronic copy.

Hard copy Replies shall be bound individually and submitted in three (3) ring binders or secured in a similar fashion to contain pages that turn easily for review. Each component of the hard copy Reply shall be clearly labeled and tabbed in the order specified below:

- **Exhibit A-2**, Transmittal Letter
- **Exhibit A-2-a**, Qualification of Plan Eligibility
- **Exhibit A-2-b**, Provider Service Network Certification of Ownership and Controlling Interest (if applicable)
- **Exhibit A-2-c**, Additional Required Certifications and Statements
- **Exhibit A-2-d**, Accountable Care Organization Certification of Qualifications (if applicable)
- **Exhibit A-3-a**, Milliman Organizational Conflict of Interest Mitigation Plan
- **Exhibit A-3-b**, Milliman Organizational Conflict of Interest Mitigation Plan Declaration (if applicable)
- Original Proposal Guarantee, **as required Section 3.3.1.5, Proposal Guarantee**
- Financial Information, **as required in Section 3.3.1.6, Financial Information** – tabbed separately as follows:
- Financial Statements
 - Pro Forma Financial Statements
 - Surplus

- Insolvency Protection
- **Exhibit A-4**, Unscored Submission Requirements and Evaluation Criteria and applicable attachments/exhibits
- **Exhibit A-5**, Scored Submission Requirements and Evaluation Criteria and applicable attachments/exhibits
- **Exhibit A-6**, ITN Plan Financial Commitment Template Narrative exhibits (response to **Exhibit A-6-b**)
- **Exhibit A-7**, Summary of Respondent Commitments
- **Exhibit A-8**, Certification of Drug-Free Workplace (if applicable)
- **Exhibit A-9**, PDN Utilization Withhold Proposal template.

The PDF electronic copies of documents shall be saved on the USB flash drive, with each component listed below saved separately in individual file folders:

- **Exhibit A-2**, Transmittal Letter
- **Exhibit A-2-a**, Qualification of Plan Eligibility
- **Exhibit A-2-b**, Provider Service Network Certification of Ownership and Controlling Interest (if applicable)
- **Exhibit A-2-c**, Additional Required Certifications and Statements
- **Exhibit A-2-d**, Accountable Care Organization Certification of Qualifications (if applicable)
- **Exhibit A-3-a**, Milliman Organizational Conflict of Interest Mitigation Plan
- **Exhibit A-3-b**, Milliman Organizational Conflict of Interest Mitigation Plan Declaration (if applicable)
- Original Proposal Guarantee, **as required Section 3.3.1.5, Proposal Guarantee**
- Financial Information, **as required in Section 3.3.1.6, Financial Information** – tabbed separately as follows:
 - Financial Statements
 - Pro Forma Financial Statements
 - Surplus
 - Insolvency Protection
- **Exhibit A-4**, Unscored Submission Requirements and Evaluation Criteria and applicable attachments/exhibits
- **Exhibit A-5**, Scored Submission Requirements and Evaluation Criteria and applicable attachments/exhibits
- **Exhibit A-6**, ITN Plan Financial Commitment Template Narrative, including applicable exhibits
- **Exhibit A-7**, Summary of Respondent Commitments
- **Exhibit A-8**, Certification of Drug-Free Workplace Program (if applicable)
- **Exhibit A-9**, PDN Utilization Withhold Proposal template.

In addition to the PDF document submission, the following attachments and exhibits shall be submitted in Microsoft Excel 2016 or later, utilizing the Department-provided templates, and shall be saved on the USB flash drive:

- **Exhibit A-4-a**, SRC# 5 After Hours Availability Tool
- **Exhibit A-4-b**, SRC# 8 Community Partnerships Nursing Workforce Tool
- **Exhibit A-4-c**, SRC# 10 Staff to Enrollee Ratio Tool
- **Exhibit A-4-d**, SRC# 14 Proposed Subcontractor Tool
- **Exhibit A-5-a**, Submission Requirements and Evaluation Response Template

- **Exhibit A-5-a-1**, Expanded Benefits – Medical Tool
- **Exhibit A-5-b**, SRC# 26 – Provider Network Agreement Tool
- **Exhibit A-6-a**, CMS Plan ITN – Financial Commitment Template
- **Exhibit A-6-b**, ITN Plan Financial Commitment Supporting Documentation
- **Exhibit A-7**, Summary of Respondent Commitments

Refer to **Section 3.11, Public Records and Trade Secrets**, for information on redacting confidential information, if applicable.

3.4 **Reply Labeling**

3.4.1 **Reply**

The Reply must be sealed and identified as follows:

Invitation to Negotiate: **DOH23-025**
 Title: **Title XIX and Title XXI Children’s Medical Services (CMS) Program**
 Due Date:
 Respondent’s Name:
REPLY

3.4.2 All Replies must be sent or delivered to the Department of Health, Central Purchasing Office, 4052 Bald Cypress Way, Bin B07, Tallahassee, Florida 32399.

3.5 **Instructions for Submittal**

3.5.1 Respondents must complete, sign, and return the “Title Page” with the Reply submittal.

3.5.2 Respondents must submit all technical data in the formats specified in the ITN.

3.5.3 Replies must be sent via mail, courier, or hand delivered to the location indicated in **Section 2.5, Timeline**.

3.5.4 Replies submitted via electronic mail (email) or facsimile will **not** be considered.

3.5.5. The Department is not responsible for improperly marked Replies.

3.5.6 It is the Respondent’s responsibility to submit its Reply at the proper place and time indicated in **Section 2.5, Timeline**.

3.5.7 The Department’s clocks will provide the official time for Reply receipt.

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

3.5.9 When the Respondent is asked to submit internal reports and documentation used to substantiate the data in response to a Submission Requirement Component (SRC), source documents are not required if such documentation is voluminous. Instead, the Respondent should provide a report of reports summarizing that documentation in hardcopy and electronic form.

3.6 Subcontractor

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

The Respondent must complete **Attachment F, Subcontractors List Form**, in its entirety and submit it with their Reply.

3.7 Value-Added Services

The Respondent may offer services other than those specifically outlined in this solicitation that it believes offer Value-Added Services to the Department. Although the Department has listed mandatory requirements and provided **Attachment B, Scope of Services**, those are not intended to limit the Respondent's innovations or creativity in preparing a Reply to accomplish these goals. Innovative ideas, new concepts, and partnership arrangements other than those presented in this ITN will be considered. For example, these might include unique business features (such as Mobile Applications), special services, offer costs or shared savings, discounts, or terms and conditions specific to each Respondent. Information provided in this section will not be scored by the Evaluation Team but is reserved for further discussion and finalization during the Negotiation Phase.

3.8 Exceptions

The Respondent must fully describe any exceptions it has to the terms in the Department's Standard Contract, and PUR 1000, General Contract Conditions (PUR1000), in its Reply. This section will not be scored by the Evaluation Team but is reserved for further discussion and finalization during the Negotiation Phase. Additionally, the Department is under no obligation to consider or accept any exceptions requested by the Respondent under this solicitation.

3.9 Cost of Preparation

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

3.10 Public Records and Trade Secrets

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

Simultaneously, Respondent will provide the Department with a separate redacted paper and electronic copy of their Reply and briefly describe in writing the grounds for claiming exemption from the public

records law, including the specific statutory citation for such exemption. This redacted copy must contain the solicitation name, number, and the name of Respondent on the cover, and must be clearly titled “**REDACTED COPY**”.

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

3.11 Special Accommodations

Persons with disability requiring special accommodations should call the Department’s Purchasing office at least five business days, prior to any pre-Reply conference, Reply opening, or meeting at (850) 245-4199. If hearing or speech impaired, please contact the Department’s Purchasing office through the Florida Relay Service, at 1-800-955-8771 (TTY).

3.12 Late Replies

The Procurement Officer must receive Replies pursuant to this ITN no later than the date and time specified in **Section 2.5, Timeline**. Replies that are not received by the date and time specified may not be considered.

SECTION 4.0: REPLY EVALUATION AND NEGOTIATION PROCESS

4.1 Evaluation Phase Methodology

The Department will evaluate replies against all evaluation criteria set forth below to establish a competitive range of replies reasonably susceptible of award.

Reply Clarification - The Department reserves the right to seek written clarification from a Respondent of any information contained in the Reply or to request missing items from a Reply. However, it is a Respondent's obligation to submit an adequately written Reply for the Department to evaluate. The Department shall have no duty to conduct discussions or attempt to clarify ambiguities if the Respondent's Reply is not in the competitive range of Respondents selected for negotiations.

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(25)-(27), Florida Statutes. A *responsible vendor* means a vendor who has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance. Section 287.012(25), Florida Statutes. The Department 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 Department reserves the right to contact sources outside the reply to obtain information regarding past performance or other matters relevant to responsibility and to use Department data sources and information to validate the Respondent's reply.

For a Reply to be considered *responsive*, the Respondent must have successfully completed all qualifying requirements to move forward. The Department will evaluate and score replies to establish a reference point from which to make negotiation decisions. The Department reserves the right to short list Respondents deemed to be in the competitive range to conduct negotiations prior to final determination of Contract award. The Department may choose to enter into concurrent negotiations with more than one Respondent.

4.1.1 Financial Evaluation

A Certified Public Accountant will evaluate each Respondent's financial information, as required by **Section 3.3., Reply Contents, Subsection 3.3.1, Mandatory Requirements, Item 3.3.1.6, Financial Information**. Respondents can receive a maximum score of two hundred (200) points based on an analysis in **Table 2, Financial Information Evaluation Point Scale**, below:

Criteria	Scale	Points
What is the likelihood that the Respondent will be able to meet minimum financial requirements?	Likely	200
	Questionable	100
	Unlikely	0

Respondents determined to have insufficient financial resources to perform the Contract requirements outlined in this solicitation will be disqualified at the Department's sole discretion.

4.1.2 Scoring of Replies

4.1.2.1 Replies to **Exhibit A-5, Scored Submission Requirements and Evaluation Criteria**, will be evaluated and awarded points based on the criteria and points scale indicated in each SRC for the detailed evaluation criteria components. Maximum possible scores for each technical reply component are illustrated in **Table 3, Summary of Scored Submission Requirements and Evaluation Criteria**, below:

TABLE 3 SUMMARY OF SCORED SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA			
		Maximum Score Possible	Subsection Total
Technical Reply			
A. Incentivizing Value and Quality	SRC# 16 Value-Based Purchasing (VBP)	100 points	500 points
	SRC# 17 Expanded Benefits – Medical	100 points	
	SRC# 18 Chronic Disease Management (DM) Program	100 points	
	SRC# 19 Healthcare Effectiveness Data and Information Set (HEDIS) Measures	100 points	
	SRC# 20 Organizational Commitment to Quality	100 points	
B. Delivery System Enhancements and Integration	SRC# 21 Person-Centered Care and Patient-Centered Medical Homes	100 points	1000 points
	SRC# 22 Behavioral Health/Primary Care Integration	100 points	
	SRC# 23 Health Homes for Children with Medically Complex Conditions	100 points	
	SRC# 24 Vignette – Specialized Case Management	100 points	
	SRC# 25 Vignette – Quality of Care and Outcomes for Transplant Patients	100 points	
	SRC# 26 Provider Network Agreements/Contracts	100 points	
	SRC# 27 Telemedicine	100 points	
	SRC# 28 Evidence-Based Programs for Children with Intense Behaviors	100 points	
	SRC# 29 Essential Provider Networks	100 points	

TABLE 3 SUMMARY OF SCORED SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA			
		Maximum Score Possible	Subsection Total
	SRC# 30 Autism Spectrum Disorder Services	100 points	
C. HOPE Florida	SRC# 31 Community Partnerships	100 points	400 points
	SRC# 32 Expanded Benefits – HOPE Florida	100 points	
	SRC# 33 Vignette – Support Continuous Age-Appropriate Education for Kids	100 points	
	SRC# 34 Commercial Insurance Premium Assistance Program	100 points	
D. Respondent Background/ Experience	SRC# 35 Managed Care Experience	100 points	400 points
	SRC# 36 Compliance History	100 points	
	SRC# 37 Florida Presence	100 points	
	SRC# 38 Managed Care Plan Accreditation	100 points	
E. Recipient and Provider Experience	SRC# 39 Grievances	100 points	500 points
	SRC# 40 Claims Processing and Payment	100 points	
	SRC# 41 Provider Engagement Model	100 points	
	SRC# 42 Non-Emergency Transportation Performance	100 points	
	SRC# 43 Consumer Assessment of Healthcare Providers and Systems Results	100 points	
F. Business Operations and Administration	SRC# 44 Encounter Data Submission Compliance	100 points	500 points
	SRC# 45 Management Experience and Retention	100 points	
	SRC# 46 Fraud and Abuse Compliance Program	100 points	
	SRC# 47 Fraud and Abuse Special Investigations Unit (SIU) Manager	100 points	
	SRC# 48 Fraud and Abuse Special Investigations Unit (SIU)	100 points	
Totals:		3300 points	

4.1.2.2 Narrative scored Replies within **Exhibit A-5**, Scored Submission Requirements and Evaluation Criteria, will be independently scored by at least three (3) evaluators, who collectively have experience and knowledge in the program areas

and service requirements for which contractual services are sought by this solicitation. The Department reserves the right to have specific sections of the Reply evaluated by fewer than three (3) individuals.

4.1.2.3 Autoscored replies within **Exhibit A-5-a**, Submission Requirements and Evaluation replies Template, will automatically calculate a score based on the Respondent’s entries in the Department-provided template(s). An explanation of the scoring rubric for each SRC is included in the Instructions tabs of **Exhibit A-5-a**.

4.1.3. Financial Commitments

The Department will review and consider the financial commitments submitted by Respondents who are invited to negotiations during the negotiation phase. The Department intends to negotiate multi-year financial commitments that will be incorporated into the capitation rates for each region.

4.1.4 Ranking of Replies

The final evaluation scores for all Respondents will be used to rank the Replies (Reply with the highest score = 1, the second highest = 2, etc.). The ranking for each Reply will be used to establish a competitive range to determine which Respondents may be invited to participate in negotiations. The Department reserves the right to negotiate with as many Respondents as it chooses, or to reject all Replies, to determine the best value for the State.

4.1.4.1 A total score will be calculated for each reply based on the total maximum points available as included in **Table 4, Summary Score Sheet**.

TABLE 4 SUMMARY SCORE SHEET	
	Maximum Points Available
Financial Information	200 points
Technical Reply	
Incentivizing Value and Quality	500 points
Delivery System Enhancements and Integration	1000 points
HOPE Florida	400 points
Respondent Background/Experience	400 points
Recipient and Provider Experience	500 points
Business Operations and Administration	500 points
Total:	3,500 points

4.1.4.2 The total point scores will be used to rank the reply. An example is provided below to illustrate the steps in the process.

EXAMPLE:

Step 1

A total point score will be calculated for each reply. The total point score includes the sum of the average evaluators' scores for each Submission Requirement and Evaluation Criteria.

Below is a summary example of how the total point score is calculated (Respondent 1).

Evaluator SRC Score: (Maximum of 800)	600
Autoscoring SRC Template: (Maximum of 2,500)	2,000
Financial Information: (Maximum of 200)	100
Total Point Score for Respondent 1 (Maximum of 3,500)	2,700

Step 2

The total point scores will be used to rank the replies, with the highest number of points = one (1), second highest = two (2), etc.

4.1.5 Invitations to Negotiate

Responsive and responsible Respondent(s) will be invited to negotiate based upon the Reply Evaluation Scores. Respondents are cautioned to propose their best possible offers in their initial Reply as failing to do so may result in the Respondent not being selected to proceed to negotiations. If necessary, the Department will request revisions to the approach submitted by the top-rated Respondent(s) until it is satisfied that the contract model will serve the State's needs and is determined to provide the best value for the State.

4.1.6 Non-Scored Requirements

4.1.6.1 Transmittal Letter

The Procurement Office will review Replies to this solicitation to determine if the Respondent included a **Transmittal Letter, Exhibit A-2**, that contains all required information.

4.1.6.2 Required Certifications and Statements

The Procurement Office will review Replies to this solicitation to determine if the Respondent included in its Reply, the Required Certifications and Statements as set forth in **Section 3.3.1.3**:

- Exhibit A-2-a, Qualification of Plan Eligibility
- Exhibit A-2-b, Provider Service Network Certification of Ownership and Controlling Interest (if applicable)
- Exhibit A-2-c, Additional Required Certifications and Statements
- Exhibit A-2-d, Accountable Care Organization Certification of Qualifications (if applicable).

Failure to provide the required certifications and statements may result in the rejection of a Reply.

4.1.6.3 Milliman Organizational Conflict of Interest Mitigation Plan

The Procurement Office will review Replies to this solicitation to determine if the Respondent included in its Reply, the following, as specified in **Section 3.3.1.4**:

- **Exhibit A-3-a**, Milliman Organizational Conflict of Interest Mitigation Plan
- **Exhibit A-3-b**, Milliman Organizational Conflict of Interest Mitigation Plan Declaration (if applicable)

4.1.6.4 Unscored Submission Requirements and Evaluation Criteria

The Department will review Replies to this solicitation to determine if the Respondent included in its Reply **Exhibit A-4, Unscored Submission Requirements and Evaluation Criteria Template**. Unscored replies within **Exhibit A-4** will be provided to the Department negotiators for use in negotiations. Respondents shall submit replies and materials for each of the unscored SRCs identified in **Table 5, Summary of Unscored Submission Requirements and Evaluation Criteria**, below:

TABLE 5 SUMMARY OF UNSCORED SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA	
A. Incentivizing Value and Quality	SRC# 1 Home Health Aides for Medically Fragile Children Narrative
	SRC# 2 Organizational Commitment to Quality Narrative
	SRC# 3 Expanded Benefits – Medical Narrative
B. Delivery System Enhancements and Integration	SRC# 4 Evidence-Based Programs for Children with Intense Behaviors Narrative
	SRC# 5 After Hours Availability
	SRC#6 Autism Spectrum Disorder Services
C. HOPE Florida	SRC# 7 Expanded Benefits –HOPE Florida Narrative
	SRC# 8 Community Partnerships – Nursing Workforce Enhancement
D. Respondent Background and Experience	SRC# 9 Managed Care Experience Narrative
E. Recipient and Provider Experience	SRC# 10 Staff-to-Enrollee Ratio Staffing Model
	SRC# 11 Delivery of Behavioral Health Services to Children (including Enrollees Involved in the Child Welfare System)

TABLE 5 SUMMARY OF UNSCORED SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA	
F. Business Operations and Administration	SRC# 12 Encounter Data Submission Processes
	SRC# 13 Management Experience and Retention
	SRC# 14 Proposed Subcontractors
	SRC# 15 Claims Processing and Payment Process

4.1.6.5 Original Proposal Guarantee

The Procurement Office will review Replies to this solicitation to determine if the Respondent included in its Reply an original proposal guarantee in the appropriate amount as specified in **Section 3.3.1.5**.

4.2 Negotiation Phase Methodology

4.2.1 Negotiations

The selected Respondents will be invited to provide a more detailed explanation of their Replies, to provide interactive presentations of the Reply, and to begin negotiations with the Department. The Negotiation Team may consider information obtained during the Evaluation Phase but is not bound by evaluation team scoring. The negotiation team may reassess any of the evaluation determinations and may consider any additional information that comes to its attention during negotiations.

The Department reserves the right to require attendance by specific Respondent representatives. Any written summary of presentations or demonstrations provided by the Respondent must include a list of persons attending on its behalf, a copy of the agenda, copies of all visuals or handouts, which will become part of the Reply. Failure to provide requested information during negotiations may result in rejection of the Reply and discontinuing negotiations with that Respondent.

Respondents may be provided an opportunity to recommend value added services and provide information and options during negotiations. The Department reserves the right to negotiate different terms and related price adjustments if the Department determines that such changes would provide the best value to the State. The Negotiation Team may address each proposed alternative during negotiations but is under no obligation to accept a proposed alternative. If the Negotiation Team determines that a proposed alternative is not acceptable, and the Respondent fails to offer another alternative that is acceptable, the Respondent may be eliminated from further consideration or the Negotiation Team may stop negotiations with that Respondent.

During the negotiation phase, the Department will request a proposed cost sheet(s) based on negotiations from the Respondent(s) for the initial and renewal periods, if applicable.

The Department reserves the right to accept portions of a competing Respondent's Reply and merge such portions into one project, including contracting with the entities offering such portions. The Department reserves the right to waive minor irregularities in Replies.

The Department reserves the right to negotiate different terms, additional terms, and related price adjustments if the Department determines that such changes would provide the best value to the State.

The actuary from Milliman will participate in discussions during the negotiation process and review and provide consultation to Agency staff on the respondents' Financial Commitments submissions. After negotiation sessions are concluded with respondents, Milliman will not participate in the decision-making process of determining which Respondent are awarded a Contract.

4.2.2 Other Department Rights During Negotiations

The Department reserves the right to negotiate with any or all responsive and responsible Respondents, serially or concurrently, to determine the best solution. During the negotiation process the Department reserves the right to exercise the following rights. This list is not exhaustive.

- 4.2.2.1** Schedule additional negotiating sessions with any or all responsive Respondents.
- 4.2.2.2** Require any or all responsive Respondents to provide additional revised or final written Replies addressing specified topics.
- 4.2.2.3** Require any or all responsive Respondents to address services, prices, or conditions offered by any other Respondent.
- 4.2.2.4** Pursue a contract with one or more responsive Respondents for the services encompassed by this solicitation, any addenda thereto, and any request for additional revised or final written Replies or request for BAFOs.
- 4.2.2.5** Arrive at an agreement with any responsive Respondent, finalize principal Contract terms with such Respondent and terminate negotiations with any or all other Respondents, regardless of the status of or scheduled negotiations with such other Respondents.
- 4.2.2.6** Decline to conduct further negotiations with any Respondent.
- 4.2.2.7** Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.
- 4.2.2.8** Review and rely on relevant information contained in the Replies received from Respondents.
- 4.2.2.9** Reject any and all Replies if the Department determines such action is in the best interest of the State.
- 4.2.2.10** Negotiate concurrently or separately with competing Respondents.
- 4.2.2.11** Utilize subject matter experts, subject matter advisors, and multi-agency advisors to assist the negotiation team.

4.2.2.12 Request pricing options or models different from the initial Financial Commitment submission. This information may be used in negotiations to determine the best pricing solution to be used in the Contract.

4.2.2.13 Review and rely on relevant information available to the Medicaid program.

4.3 Selection Criteria

Each Reply will be evaluated against the selection criteria determined by the Negotiation Team which may include the following:

- 4.3.1** The Respondent's articulation, innovation, and demonstrated ability of the proposed solution to meet the Department's goals and requirements of this ITN.
- 4.3.2** Respondent's demonstrated ability and experience to effectively provide the services.
- 4.3.3** Experience and skills of the Respondent's proposed staff relative to the proposed approach.
- 4.3.4** Respondent's Reply as they relate to satisfying the primary goals identified herein.
- 4.3.5** In addition to the criteria above, the negotiation team shall determine the best value selection criteria, including but not limited to:
 - 4.3.5.1** Whether the Respondent has been awarded a contract, including whether such award is a statewide contract, under AHCA ITN 010-22/23 to provide MMA services.
 - 4.3.5.2** Whether a Respondent has signed contracts with primary and specialty providers in sufficient numbers to meet the specific standards established pursuant to section 409.967(2)(c)(1), Florida Statutes.
 - 4.3.5.3** Whether the Respondent has obtained signed contracts or written agreements or has made substantial progress in establishing relationships with providers, particularly with essential providers, before the plan submits a Reply.
 - 4.3.5.4** Whether a Respondent has well-defined programs for recognizing patient-centered medical homes and providing for increased compensation for recognized medical homes.
 - 4.3.5.5** Whether the Respondent is based in and performs operational functions in this state, in-house, or through contractual arrangements by staff located in this state.
 - 4.3.5.6** Whether the Respondent has contracts or other arrangements for cancer disease management programs, asthma disease management programs, and behavioral health focused (e.g., ADHD, Anxiety Disorder, depression) disease management programs that have a proven record of clinical efficiencies and cost savings.
 - 4.3.5.7** Whether the Respondent has a claims payment process that ensures claims not contested or denied will be promptly paid pursuant to section 641.3155, Florida Statutes, and the resulting Contract.
 - 4.3.5.8** Whether the Respondent provides evidence of the employment of executive managers with expertise and experience in serving children and adolescents with special health care needs.
 - 4.3.5.9** Whether a plan has established a network of service providers dispersed throughout the SMMC regions and in sufficient numbers to meet specific service standards established by the Department for specialty services for children receiving home- and community-based care.

- 4.3.5.10** Whether a Respondent proposes and negotiates acceptable terms and conditions in the following areas:
- 4.3.5.10.1** Innovations and evidence-based practices that assist in achieving the Department's goals.
 - 4.3.5.10.2** Promotion and delivery of expanded benefits that improve health outcomes.
 - 4.3.5.10.3** Provision of a Specialty product to provide the full continuum of services and ensure seamless continuity of care for enrollees.
 - 4.3.5.10.4** Enhanced service authorization timeliness.
 - 4.3.5.10.5** Value-based purchasing to promote improved provider performance.
 - 4.3.5.10.6** Strategies to improve access to pediatric private duty nursing services.
 - 4.3.5.10.7** Innovative case management strategies to improve enrollee health outcomes.
 - 4.3.5.10.8** Increase pediatric specialty provider participation in network, including leveraging medically complex care clinics to provide enhanced care coordination to children with medical complexities.
 - 4.3.5.10.9** An enhanced and responsive provider engagement approach.
 - 4.3.5.10.10** Robust subcontractor oversight to ensure effective service delivery and enrollee and provider satisfaction.
 - 4.3.5.10.11** Enhanced services and strategies to promote enrollee engagement. This includes strategies that address multimodal, patient-driven levels of engagement and improve enrollee and service provider experiences through innovative, multimodal, and integrated technological solutions.
 - 4.3.5.10.12** Facilitation of enrollees' independence and self-sufficiency through involvement in the HOPE Florida program.
 - 4.3.5.10.13** Establishment of program savings benchmarks.

The negotiation process will also include negotiation of the terms and conditions of the Contract, in accordance with sections 287.057 and 287.058, Florida Statutes, as applicable to the services being procured pursuant to this ITN.

By submitting a Reply, a Respondent agrees to be bound to the terms of the PUR1000 and the Department's Standard Terms and Conditions. Respondents should assume these terms will apply during the prospective Contract term unless Exceptions are provided in accordance with **Section 3.9, Exceptions**, that the Department agrees to accept. The Department reserves the right to negotiate different terms and related price adjustments if the Department determines that it provides the best value to the State.

As part of the negotiation process, the Department will check the Respondent's prior managed care experience as reported in **Exhibit A-5-a, Scored Submission Requirements and Evaluation Criteria**. The focus of the negotiations will be on achieving the solution that provides the best value to the State based upon the "Selection Criteria" and satisfies the Department's primary goals as identified in this ITN.

4.4 Final Selection and Notice of Intent to Award

The Department will issue a written request for one or more Respondents to submit their BAFO at the end of negotiations. At a minimum, the BAFO must contain:

- 4.4.1** A revised Scope of Work based on the Respondent's discussions with the Department during negotiations.

4.4.2 All negotiated terms and conditions to be included in final Contract; and Each submitted BAFO will be returned to the Negotiation Team for final review. The Negotiation Team will determine which Respondent's BAFO constitutes the best value to the State based upon the Selection Criteria specified in **Section 4.3, Selection Criteria**, and develop a recommendation based on that determination. During this process, the Negotiation Team is not required to score the BAFO but will base its recommendation on the selection criteria and the BAFO that is the best value for the State. The score from the Evaluation Phase will not carry over into negotiations and the Negotiation Team will not be bound by those scores but may use such scores to determine best value. The Procurement Officer will prepare a report to the Department's State Surgeon General, or designee, regarding the recommendation of the Negotiation Team. The Department does not anticipate reopening negotiations after receiving the BAFOs but reserves the right to do so if it is in the best interest of the State.

Any eligible plan that participates in an invitation to negotiate (ITN) may not begin serving Medicaid recipients until all administrative challenges to procurements required by this section, to which the eligible plan is a party, have been finalized. For purposes of this subsection, an administrative challenge is finalized if an order granting voluntary dismissal with prejudice has been entered by any court established under Article V of the State Constitution or by the Division of Administrative Hearings, a final order has been entered into by the Department and the deadline for appeal has expired, a final order has been entered by the First District Court of Appeal and the time to seek any available review by the Florida Supreme Court has expired, or a final order has been entered by the Florida Supreme Court and a warrant has been issued.

4.5 Basis of Award

A Contract may be awarded to the responsible and responsive Respondent whose Reply is deemed to be the best value to the State, in consideration of price and selection criteria in this ITN. The Department's State Surgeon General, or designee, will make the final determination as to which Respondent should be awarded the Contract based on the recommendation of award.

4.6. Identical Tie Replies

In the event that the Department's evaluation results in identical scoring outcomes between two or more Respondents, the Department will require the affected Respondents to complete the **Identical Tie Certification, Attachment C**, certifying their statutory qualifications for the stated preferences in order to break the tie.

4.7. Notice of Agency Decision

At the conclusion of Reply evaluations and Contract negotiations, the Department will announce its intended decision. Notice will be posted on the state's Vendor Bid System. The Department will award to the responsible, responsive Respondent determined to provide the best value, based upon the negotiations.

4.8. Execution of Contract

The awarded Respondent must sign the Contract within 30 calendar days from the date of receiving it from the Department for final execution, unless there is an automatic stay triggered by the filing of a formal protest. If a formal protest is timely filed, the time to sign the Contract will be tolled. The Department reserves the right to withdraw its Notice of Intent to Award if the Contract is not timely signed, or if it

determines that it is in the best interest of the State to do so. The Department also reserves the right to award to another Respondent that submits a BAFO if the Department does not receive a timely signed Contract from the awarded Respondent.

The Department shall incorporate the following documents, which are included in **Exhibit A-10, Standard Contract**, in the final Contract document prepared for execution by the successful Respondent:

- Standard Contract
- Business Associate Agreement
- Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Contracts/Subcontracts

The Department will not consider modifications proposed by the Respondent to the documents listed in **Exhibit A-10, Standard Contract**.

This solicitation, including all its addenda, the Department's written response to written inquiries, and the successful Respondent's Reply, including information provided through negotiations, shall be incorporated by reference in the final Contract document.

The successful Respondent shall perform its contracted duties in accordance with the resulting Contract, this solicitation, including all addenda, the successful Respondent's Reply to this solicitation, and information provided through the negotiations. 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:

- The resulting Contract, including all attachments, exhibits and any subsequent amendments.
- This solicitation, including all addenda.
- The successful Respondent's Reply to this solicitation, including information provided through negotiations.

The Department reserves the right to amend the resulting Contract within the scope set forth in this solicitation (to include original Contract and all attachments) to clarify requirements or if it is determined by the Department that modifications are necessary to better serve or provide covered services to the eligible population.

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.

SECTION 5.0: SPECIAL CONDITIONS

5.1 **General Contract Conditions (PUR1000)**

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

The terms of this solicitation will control over any conflicting terms of the PUR1000. Paragraph 31 of PUR 1000 does NOT apply to this solicitation or any resulting Contract.

5.2 **Scrutinized Companies**

All Respondents seeking to do business with the Department must comply with section 287.135, Florida Statutes. The Department may, at its option, terminate a contract if Respondent is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or have been engaged in business operations in Cuba or Syria.

The Respondent must complete **Attachment D, Certification Regarding Scrutinized Companies Lists form**, in its entirety and submit with their Reply.

5.3 **Conflict of Interest**

Section 287.057(19)(c), Florida Statutes, provides “A person who receives a Contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent Contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to Contract with the agency for any other Contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such Contract. However, this prohibition does not prevent a Respondent who responds to a request for information from being eligible to Contract with an agency.”

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

5.4 **Certificate of Authority**

All limited liability companies, corporations, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of chapters 605, 607, 617, and 620, Florida Statutes, respectively prior to Contract execution. The Department retains the right to ask for verification of compliance before Contract execution. Failure of the selected contractor to have appropriate registration may result in withdrawal of Contract award.

5.5 **Respondent Registration**

Each Respondent doing business with the State for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, must register in the MyFloridaMarketPlace system, unless

exempted under Rule 60A-1.033, Florida Administrative Code. State agencies must not enter into an agreement for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, with any Respondent not registered in the MyFloridaMarketPlace system, unless exempted by rule. The successful Respondent must be registered in the MyFloridaMarketPlace system within five days after posting of the Intent to Award.

Registration may be completed at:

<https://vendor.myfloridamarketplace.com/vms-web/spring/login?execution=e2s1>

A Respondent lacking internet access may request assistance from MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, FL 32399.

5.6 Minority, Women, Florida Veteran Business Participation

The Department encourages certified minority, women, and Florida veteran business participation in all its solicitations.

5.7 Data Security and Confidentiality

The Contractor, its employees, subcontractors, and agents must comply at all times with all Department data security procedures and policies as set forth in **ATTACHMENT D, Application, Data Security, and Confidentiality** during the performance of the resulting agreement as specified in this solicitation.

5.8 Foreign Countries of Concern

In accordance with section 287.138, Florida Statutes, the Department may not accept a bid, proposal, or reply for a contract which would grant Respondent access to Personal Identifying Information unless the Respondent provides the Department with an attestation signed by an officer or representative of the Respondent on Form PUR 1355, "Foreign Country of Concern Attestation" Form.

All Respondents must complete and submit the **ATTACHMENT E, Foreign Countries of Concern Attestation** form, with its bid submittal.

5.9 Indemnification

Respondent must save and hold harmless and indemnify the Department against any and all liability, claims, judgments, or costs of whatsoever kind or nature for injury to, or death of any person or persons and for loss or damage to any property resulting from the use, service operation, or performance of work under the terms of the Contract, resulting in whole or in part from the negligent acts or omissions by Respondent, their subcontractor, or any of the employees, agents, or representatives of Respondent or subcontractor.

5.10 Records and Documentation

To the extent that information is used in the performance of the resulting Contract or generated as a result of it, and to the extent that information meets the definition of "public record" as defined in section 119.011(12), Florida Statutes, said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, Respondent must make the public records available for inspection or copying upon request of

the Department's custodian of public records in accordance with Chapter 119, Florida Statutes. Respondent's refusal to comply with Chapter 119, Florida Statutes, will constitute an immediate breach of the Contract resulting from this ITN and entitles the Department to unilaterally terminate the Contract.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITN must be retained by Respondent for a period of six years after the termination of the resulting Contract or longer as may be required by any renewal or extension of the Contract. During the records retention period, Respondent agrees to furnish, when requested to do so, all documents required to be retained. Submission of such documents must be in the Department's standard word processing format. If this standard should change, it will be at no cost incurred to the Department. Data files will be provided in a format readable by the Department.

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

5.11 Attorney's Fees

In the event of a dispute prior to or post award, each party responding to this solicitation is responsible for its own attorneys' fees, except as otherwise provided by law.

5.12 Background Screening and Drug Screening Requirements

In accordance with DOHP 60-5, Procedure for Background and Drug Screening, contract managers must determine whether a background or drug screening may be necessary, based on the services requested within this solicitation. Terms regarding responsibility of cost associated with compliance must be specified within the procurement documents and included in the Contract or Order (e.g. will this be a cost the provider must cover, or will the Department cover the costs).

Prior to Contract execution, a Level 2 Background Screening, including all Provider staff, including employees and subcontracted providers, collectively referred to as Provider staff, that will perform duties under a Department Contract that includes contact with a vulnerable person or performing in Department designated sensitive positions. See the **Background and Drug Screening Attestation (Attachment H)**. Additionally, the Provider must ensure its employees, including any subcontracted providers, complete a drug screening prior to performing work under the Department Contract or Order.

5.13 Health Insurance Portability and Accountability Act of 1996 (HIPAA) Business Associate Agreement

Upon Contract award, the Provider must execute a HIPAA Business Associate Agreement and comply with all provisions of state and federal law regarding confidentiality of patient information. See the **Business Associate Agreement (Attachment G)**, for further details.

5.14 Performance Bond

Within ten days after notification of award, the successful Provider must submit a performance bond in the amount of \$5,000,000.00. If the successful Provider fails to provide the required performance bond within the time designated, it will forfeit its Proposal Guarantee and the Department, in its sole discretion, may withdraw the award and proceed with the next responsive and responsible Respondent or re-procure. Provider must renew the performance bond annually before the end of the Contract period and

the performance bond must be issued by a surety company licensed to do business in the State. The cost of the performance bond will be borne by the Provider.

5.15 Agency Inspectors General

It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.

5.16 Transition of Services

The Provider has the affirmative obligation to assist in the smooth transition of contract services to the subsequent named provider if the Contract is canceled, terminated, or ends for any reason, and a new contract is subsequently executed with an entity other than the Provider.

5.17 Performance Measures

Pursuant to section 287.058, Florida Statutes, the resulting Contract must contain performance measures which specify the required minimum level of acceptable service to be performed. Performance measures will be discussed and finalized during Negotiations.

5.18 Financial Consequences

Pursuant to section 287.058(1)(h), Florida Statutes, the resulting Contract must contain financial consequences that will apply if Respondent fails to perform in accordance with the Contract terms. Financial consequences will be discussed and finalized during Negotiations.

5.19 Standard Contract

Respondents must become familiar with the Department's Standard Contract which contains administrative, financial, and non-programmatic terms and conditions mandated by federal laws, state statutes, administrative code rules, and directive of the Chief Financial Officer.

Use of the Standard Contract is mandatory for Departmental contracts and the terms and conditions contained in the Standard Contract are non-negotiable. The Standard Contract terms and conditions are located at:

https://www.floridahealth.gov/about/administrative-functions/purchasing/Standard_Contract.pdf

5.20 Forced Labor Certifications

In accordance with section 787.06(13), Florida Statutes and section 287.1346(4)(b), Florida Statutes, Respondents must complete and submit **ATTACHMENT J, Forced Labor Certifications (PUR 2024)**, with its Reply.

5.21 Protests

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

Postal Service, a private delivery service, in person, by E-Filing, or by facsimile during business hours will be accepted. Documents received after business hours will be filed the following business day.

Do not send Replies to the Agency Clerk's Office. Send all Replies to the Procurement Officer and address listed in Section 2.5, Timeline.

No filings may be made by email. All filings must be made ONLY with the Agency Clerk and are considered "filed" when stamped by the official stamp of the Agency Clerk. It is the responsibility of the filing party to meet all filing deadlines.

The protest must be submitted by using one of the following delivery methods:

By Mail:

Agency Clerk,
Florida Department of Health
4052 Bald Cypress Way, BIN A-02
Tallahassee, Florida 32399-1703
Telephone No. (850) 245-4005;

By Hand Delivery:

Agency Clerk,
Florida Department of Health
2585 Merchants Row Blvd.
Tallahassee, Florida 32399;

By facsimile: 850-413-8743; or

By E-Filing: https://agency_clerk-fdh.mycusthelp.com/WEBAPP/rs/supporthome.aspx?&lp=3

**ATTACHMENT C
IDENTICAL TIE CERTIFICATION FORM**

Respondent Name: _____

Respondent Mailing Address: _____

City-State-Zip: _____

Telephone Number: _____

Email Address: _____

Federal Employer Identification Number (FEID): _____

Chapter 287, Florida Statutes, provide Respondents the advantage of “tie breakers” whenever two or more bids, proposal, or replies received by an agency are equal with respect to price, quality, and service. For a Respondent to take advantage of the below “tie breakers,” it must meet the statutory qualifications for one or more of these provisions and certify that it qualifies for the cited preference.

If the Department discovers that any information on this form is false after the award to the Respondent is made, the Department reserves the right to terminate the Contract and hold the awarded Respondent liable for costs associated with re-procuring the services. The Respondent certifies that below preferences apply.

Yes	No	Applicable Certification
		Certified Minority Business Enterprise: This Proposal is from a certified minority-owned firm or company in accordance with section 287.057(9), Florida Statutes, with a company net worth of [REDACTED].
		Service Disabled Veterans Business Enterprise: This Proposal is from a service disabled veterans business enterprise in accordance with section 295.187, Florida Statutes., with a company net worth of [REDACTED].
		Drug Free Workplace: This Proposal is from a Respondent that currently maintains a drug-free workplace environment in accordance with section 287.087, Florida Statutes, and will continue to promote this policy through implementation of that section.
		Foreign Manufacturer (This preference only applies to State procurements of commodities): This Proposal is from a foreign manufacturer with a factory in Florida employing over 200 employees in the State in accordance with section 287.092, Florida Statutes.
		This Proposal is from a Respondent that is not eligible for any of the above preferences.

Additional Tie Breaker Criteria: If more than one Respondent is entitled to the certified veteran business enterprise preference specified in section 295.187, Florida Statutes or another preference identified above that is applicable to this solicitation, the Department will award the Contract to the business having the smallest net worth as specified in section 295.187(4)(b), Florida Statutes. The Respondent certifies its net worth is: [REDACTED].

As the person authorized to sign this statement on behalf of the Respondent, I certify that this Proposal complies fully with the above requirements.

**ATTACHMENT C
IDENTICAL TIE CERTIFICATION FORM**

Signature of Authorized Representative*: _____

Printed (Typed) Name and Title: _____

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

SAMPLE

ATTACHMENT D
APPLICATION, DATA SECURITY, AND CONFIDENTIALITY

(Provider's Name)

This attachment is for the purpose of ensuring that adequate information security protection is in place at all times during this contract between the Department of Health (hereinafter referred to as "the Department"), and service providers, vendors, and information trading partners, all referenced hereinafter together referred to as "Providers" in this attachment. It is not comprehensive in its scope, but rather is supplemental guidance to standard contracts, purchase orders, and statements of work, to assure the confidentiality, integrity, and availability of information technology (IT) assets and adherence to statutory obligations at a summary level.

In this attachment, State Data means any electronic information including, but not limited to, records, files, computer programs, and databases owned by the state of Florida.

1. **Hosting Data or Applications** – This section applies to all contracts whereby a Provider is hosting data, or hosting an application that processes data, on behalf of the Department. Provider will comply with the following:
 - a. Provider, its employees, subcontractors, and agents will comply with all Department security and administrative requirements in the performance of this contract. Provider will provide immediate notice to the Department's Information Security Manager (ISM), or their designee, in the event it becomes aware of any security breach and any unauthorized transmission of State Data as described below or of any allegation or suspected violation of security requirements of the Department.
 - b. Upon contract execution, produce a current security audit (no more than 12 months old) performed by a third party that is certified to perform such audits that demonstrate the use of sound security measures and practices by the provider hosting the data or application that is processing data, as defined by a nationally recognized security framework. Provider will produce the status of any corrective action plans underway to address deficiencies found in the security audit. Provider must provide an annual update on any open corrective action plans associated with the most recent audit's noted deficiencies. The Department has the right to require the Provider to produce a new or updated audit every three years or as deemed reasonably necessary by the Department, during the contract term, at Provider's expense.
 - c. At the request of the Department in lieu of or in combination with the requirements of 1.b. above, Provider will obtain an American Institute of Certified Public Accountants (AICPA) "Standards for Attestation Engagements (SSAE) System and Organizations Controls (SOC) Report 2, Type 2" which shall have been performed within 12 months prior to the date of contract execution.
 - d. Data Loss Prevention: Provider will perform periodic backups of all data (files, programs, databases, electronic records, etc.) hosted by Provider on behalf of the Department sufficient to ensure no data loss occurs, and that data will be restored from backup when necessary, at the Provider's sole expense. In the event of loss of any State Data or records, where such loss is due to the negligence of Provider

ATTACHMENT D
APPLICATION, DATA SECURITY, AND CONFIDENTIALITY

or any of its subcontractors or agents, the Department may be entitled to sanctions by law or financial consequences per the Contract.

- e. In the event of a breach of any State Data where such breach is due to the negligence of Provider or any of its subcontractors or agents, the Department may be entitled to sanctions by law or financial consequences per the Contract. Provider may be subject to administrative sanctions for failure to comply with section 501.171, Florida Statutes, for any breach of data, due to a failure to maintain adequate security, and responsible for any costs to the Department for the breach caused by Provider. For purposes of this attachment, a breach is defined as a confirmed event that compromises the confidentiality, integrity, or availability of information or data.
- f. Data Protection: No State Data or information will be stored in, processed in, or shipped to offshore locations or outside of the United States of America, regardless of method, except as required by law or approved by the Department's agency head or designee in writing. Provider may request an exemption from the offshoring of State Data or information outside of the United States of America prohibition by submitting a request in writing to the Department's agency head or designee, prior to the exemption being granted. Regardless of location, data storage technologies including encryption requirements must be reviewed and approved by the Department prior to State data being stored, processed, or transmitted by the Provider.
- g. Access to State Data will only be available to approved and authorized Provider staff. Even when using approved technologies, requests for access from outside the United States will be submitted in accordance with the Department's established processes and will only be allowed with express written approval from the Department's Deputy Secretary of Operations. Third parties may be granted time-limited terminal or other remote service access to IT resources as necessary for the fulfillment of related responsibilities with prior written approval by the ISM. When remote access needs to be changed, the ISM will be promptly notified in writing. Regardless of location, data access and transmission technologies including encryption requirements must be reviewed and approved by the Department prior to State data being stored, processed, or transmitted by the Provider.
- h. Notice Requirement: Provider will notify the Department upon detection of anomalous or malicious traffic that may compromise the confidentiality, integrity, or availability of the contracted services. To the extent applicable, failure to notify the Department of events or incidents that result in breach will subject Provider to legal sanctions, financial consequences per the contract, and/or any costs to the Department of such breach of security.
- i. Data Retention: Provider must retain data as follows:

ATTACHMENT D
APPLICATION, DATA SECURITY, AND CONFIDENTIALITY

- (1) Copies: At contract termination or expiration, submit copies of all finished or unfinished documents, data, studies, correspondence, reports, and other products prepared by or for Provider under the contract; submit copies of all State Data to the Department in a format to be designated by the Department in accordance with section 119.0701, Florida Statutes; shred or erase parts of any retained duplicates containing personal information to make the personal information unreadable.
 - (2) Originals: At contract termination or expiration--retain its original records, and maintain, in confidence to the extent required by law, Provider's original records in un-redacted form, until the records retention schedule expires and to reasonably protect such documents and data during any pending investigation or audit.
 - (3) Both Copies and Originals: Upon expiration of all retention schedules and audits or investigations and upon notice to the Department, destroy all State Data from Provider's systems including, but not limited to, electronic data and documents containing personal information or other data that is confidential and exempt under Florida public records law.
 - (4) Return of State Data: In the event this contract is terminated for cause, Provider shall return all State Data or information to the Department within 14 days from the date of termination unless a lesser period is agreed upon by the parties in writing.
2. **Application Provisioning** – This section applies to all contracts whereby a Provider is making available a software application to be used by the Department for collecting, processing, reporting, and storing data. Provider's software application used for the Department's automation and processing must support, and not inhibit, each of the following Department security requirements:
- a. Identity and Access Management must support the following accountability principles:
 - (1) Individual users must never share credentials. Service and utility accounts will be carefully provisioned and monitored.
 - (2) User sessions will automatically timeout after a maximum of 10 minutes of inactivity, requiring re-authentication.
 - (3) Passwords and Secrets must be encrypted or secured by other means when stored or in transit and will not be stored or passed in plain text.
 - (4) Audit records will allow actions of users and utility accounts to be uniquely traced by a minimum of account, action, and date.
 - (5) Allow role-based access or other methods to enforce least-privilege and authorized access principles based on system requirements.
 - (6) Support Azure Active Directory integration (normally OpenID Connect) for authentication of DOH end users.

ATTACHMENT D
APPLICATION, DATA SECURITY, AND CONFIDENTIALITY

- (7) If provision (6) is not reasonably feasible, an exception may be granted by submitting a request in writing to the Department's agency head or designee, prior to the exception being granted. If so, the following requirements must be met:
- a) User accounts must be authenticated at a minimum by a complex password constructed as follows: a minimum of 10 characters to include an upper and lowercase letter, a number, and a special character.
 - b) Users must change their passwords at a maximum of every 90 days.
 - c) Accounts must be locked after a maximum of 10 incorrect attempts.
 - d) Multi-Factor (MFA) authentication will be enforced for any access to any system containing confidential and/or exempt data.
- b. User accounts will be deactivated and archived for accountability purposes upon non-use of account for 60 consecutive days, or under direction of the Department if account self-management has not been provided to Department personnel.
3. **Data Interchange** – This section applies to contracts whereby the Department will be sending data transmissions to, or receiving data transmissions from, a Provider for the purpose of independent processing. Examples include: sending laboratory orders to a laboratory, receiving laboratory results, sending billing information to a clearing house, receiving billing results or notification of payment, sending vital statistics to the Social Security Administration, sending physician licensing information to Florida's Agency for Health Care Administration, receiving continuing education credit information for medical profession licensees, etc. Data interchange contracts must have a data-sharing agreement in place. Provider will comply with the following:
- a. Follow all Department and State of Florida data encryption standards regarding the transmission of confidential or confidential and exempt information between the Department and the Provider. The Provider's documented encryption standards will be provided upon request. All transmission of confidential or confidential and exempt data must utilize protected protocols approved by the Department.
 - b. Use of any connection to the Department's network will be for retrieving information delivered by the Department, or sending data to the Department, and not for any other access to resources on the Department's network.
 - c. Protect and maintain the confidentiality of all data, files, and records, classified by the Department as confidential or confidential and exempt, retrieved from the Department pursuant to this agreement. Provider will immediately notify the Department's ISM of any loss or breach of information originating from the Department and retrieved by Provider.

ATTACHMENT D
APPLICATION, DATA SECURITY, AND CONFIDENTIALITY

4. **All IT Services** – This section applies to all contracts whereby a Provider is providing IT services to the Department.
- a. Provider will protect and maintain the confidentiality of all data, files, and records, deemed to be confidential or confidential and exempt, acquired from the Department pursuant to this Contract.
 - b. Provider will not divulge to third parties any confidential information obtained by the Provider or its agents, distributors, resellers, subcontractors, officers, or employees while performing contract work, including, but not limited to, security design or architecture, business operations information, or commercial proprietary information in the possession of the state or the Department unless:
 - (1) Provider is required by law or legal process to share such confidential information and written notice is provided to the Department prior to disclosure; or
 - (2) The Department submits a written request to the Provider to share such confidential information with a Department-designated third party.

**ATTACHMENT E
FOREIGN COUNTRIES OF CONCERN ATTESTATION**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

[Name of entity] _____ is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____

Date: _____

**ATTACHMENT F
SUBCONTRACTORS LIST**

Each Respondent must submit with its Reply a list of the subcontractors who will perform work under the Contract that is expected to result from this solicitation. The Respondent must determine that a listed subcontractor has been successfully engaged in performing the services required under this solicitation and is qualified to provide the services under the resulting Contract.

In the event that no subcontractor will be used, this form must be returned with the Respondent's Reply indicating "No Subcontractors will be used."

NO SUBCONTRACTORS WILL BE USED:

Subcontractor Name:	
Product or Services Provided	
Address:	
City and Zip	
Phone #	

Subcontractor Name:	
Product or Services Provided	
Address:	
City and Zip	
Phone #	

Subcontractor Name:	
Product or Services Provided	
Address:	
City and Zip	
Phone:	

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

ATTACHMENT G
HIPAA BUSINESS ASSOCIATE AGREEMENT

Combined HIPAA Privacy Business Associate Agreement and Confidentiality Agreement and HIPAA Security Rule Addendum and HI-TECH Act Compliance Agreement and the Florida Information Protection Act of 2014

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

1.0 Definitions

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

Part I: Privacy Provisions

2.0 Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or further disclose Protected Health Information (“PHI”) other than as permitted or required by Sections 3.0 and 5.0 of this Agreement, or as required by Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) Business Associate agrees to take reasonable measures to protect and secure data in electronic form containing personal information as defined by § 501.171, Florida Statutes.
- (d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (e) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- (f) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (g) Business Associate agrees to provide access, at the request of Covered Entity or an Individual, and in a prompt and reasonable manner consistent with the HIPAA regulations, to Protected Health Information in a designated record set, to the Covered Entity or directly to an Individual in order to meet the requirements under 45 CFR § 164.524.
- (h) Business Associate agrees to make any Amendment(s) to Protected Health Information in a designated record set that the Covered Entity or an Individual directs or agrees to pursuant to 45 CFR § 164.526, in a prompt and reasonable manner consistent with the HIPAA regulations.

DOH23-025

Invitation to Negotiate

Title XIX and Title XXI Children’s Medical Services (CMS) Program

ATTACHMENT G
HIPAA BUSINESS ASSOCIATE AGREEMENT

- (i) Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or at the request of the Covered Entity, to the Secretary in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (j) Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- (k) Business Associate agrees to provide to Covered Entity or an Individual an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528, in a prompt and reasonable manner consistent with the HIPAA regulations.
- (l) Business Associate agrees to satisfy all applicable provisions of HIPAA standards for electronic transactions and code sets, also known as the Electronic Data Interchange (EDI) Standards, at 45 CFR Part 162 no later than October 16, 2003. Business Associate further agrees to ensure that any agent, including a subcontractor, that conducts standard transactions on its behalf, will comply with the EDI Standards.
- (m) Business Associate agrees to determine the Minimum Necessary type and amount of PHI required to perform its services and will comply with 45 CFR §§ 164.502(b) and 514(d).
- (n) Business Associate agrees to comply with all aspects of § 501.171, Florida Statutes.

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

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

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

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

5.0 Confidentiality under State Law.

DOH23-025

Invitation to Negotiate

Title XIX and Title XXI Children's Medical Services (CMS) Program

ATTACHMENT G
HIPAA BUSINESS ASSOCIATE AGREEMENT

- (a) In addition to the HIPAA privacy requirements and the data security requirements of § 501.171, Florida Statutes, Business Associate agrees to observe the confidentiality requirements of chapter 381, Florida Statutes and any other Florida Statute relating to the confidentiality of information provided under this agreement.
- (b) Receipt of a Subpoena. If Business Associate is served with subpoena requiring the production of Department of Health records or information, Business Associate shall immediately contact the Department of Health, Office of the General Counsel, (850) 245-4005. A subpoena is an official summons issued by a court or an administrative tribunal, which requires the recipient to do one or more of the following:
 - 1. Appear at a deposition to give sworn testimony, and may also require that certain records be brought to be examined as evidence.
 - 2. Appear at a hearing or trial to give evidence as a witness, and may also require that certain records be brought to be examined as evidence.
 - 3. Furnish certain records for examination, by mail or by hand-delivery.
- (c) Employees and Agents. Business Associate acknowledges that the confidentiality requirements herein apply to all its employees, agents and representatives. Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions, against Department of Health, including costs and attorneys' fees, resulting from the breach of the confidentiality requirements of this Agreement.

6.0 Permissible Requests by Covered Entity.

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

7.0 Term and Termination.

(a) Term.

The Term of this Agreement shall be coterminous with the underlying contract, purchase order, or memorandum of understanding giving rise to this agreement.

(b) Termination for Cause.

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

(c) Effect of Termination.

- 1. Within sixty (60) days after termination of the Agreement for any reason, or within such other time period as mutually agreed upon in writing by the parties, Business Associate shall return to Covered Entity or destroy all Protected Health Information maintained by Business Associate in any form and shall retain no copies thereof. Business Associate also shall recover, and shall return or destroy with such time period, any Protected Health Information in the possession of its subcontractors or agents.
- 2. Within fifteen (15) days after termination of the Agreement for any reason, Business Associate shall notify Covered Entity in writing as to whether Business Associate elects to return or destroy such Protected Health Information. If Business Associate elects to destroy such Protected Health Information, it shall certify to Covered Entity in writing when

ATTACHMENT G
HIPAA BUSINESS ASSOCIATE AGREEMENT

and that such Protected Health Information has been destroyed. If any subcontractors or agents of the Business Associate elect to destroy the Protected Health Information, Business Associate will require such subcontractors or agents to certify to Business Associate and to Covered Entity in writing when such Protected Health Information has been destroyed. If it is not feasible for Business Associate to return or destroy any of said Protected Health Information, Business Associate shall notify Covered Entity in writing that Business Associate has determined that it is not feasible to return or destroy the Protected Health Information and the specific reasons for such determination. Business

3. Associate further agrees to extend any and all protections, limitations, and restrictions set forth in this Agreement to Business Associate's use or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible.
4. If it is not feasible for Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, Business Associate shall provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions set forth in this Agreement to the subcontractors' or agents' uses or disclosures of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible.

Part II: Breaches and Security Incidents

8.0 Privacy or Security Breach.

Business Associate will report to Covered Entity's Privacy Officer or other department contact within 2 business days after the discovery, any unauthorized access, use, disclosure of Covered Entity's protected health information not permitted by the Business Associates Agreement along with any breach of Covered Entity's unsecured protected health information. Business Associate will treat the breach as being discovered in accordance with 45 CFR § 164.410. If a delay is requested by a law enforcement official in accordance with 45 CFR § 164.412, Business Associate may delay notifying the Covered Entity for the applicable time period. Business Associates report will at a minimum:

- (a) Identify the nature of the breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any breach and the date of discovery of the breach;
- (b) Identify Covered Entity's Protected Health Information that was subject to the non-permitted use or disclosure or breach (such as whether name, social security number, date of birth, home address, account number or other information was disclosed/accessed) on an individual basis;
- (c) Identify who made the non-permitted use or disclosure and who received it;
- (d) Identify what corrective or investigational action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects and to protect against any further breaches;
- (e) Identify what steps the individuals who were subject to a breach should take to protect themselves;
- (f) Provide such other information, including a written report, as Covered Entity may reasonably request.

ATTACHMENT G
HIPAA BUSINESS ASSOCIATE AGREEMENT

8.1 Security of Electronic Protected Health Information.

WHEREAS, Business Associate and Department of Health agree to also address herein the applicable requirements of the Security Rule, codified at 45 CFR § 164, Subparts A and C, issued pursuant to the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA-AS”), and the Florida Information Protection Act (FIPA) § 501.171, Florida Statutes, so that the Covered Entity may meet compliance obligations under HIPAA-AS and FIPA the parties agree:

- (a) Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information (as defined in 45 CFR. § 160.103) and Personal Information (as defined in § 501.171, Florida Statutes) that Business Associate creates, receives, maintains, or transmits on behalf of the Plans consistent with the Security Rule.
- (b) Reporting Security Incidents. Business Associate will report to Covered Entity any successful (A) unauthorized access, use, disclosure, modification, or destruction of Covered Entity’s Electronic Protected Health Information or unauthorized access of data in an electronic form containing Personal Information as defined in § 501.171, Florida Statute, or (B) interference with Business Associate’s system operations in Business Associate’s information systems, of which Business Associate becomes aware.

8.2 Corrective Action:

- (a) Business Associate agrees to take prompt corrective action and follow all provisions required in state and federal law to notify all individuals reasonably believed to be potentially affected by the breach.
- (b) Cure: Business Associate agrees to take prompt corrective action to cure any security deficiencies.

Part III

9.0 Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended, and for which compliance is required.
- (b) Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, Personal Information, Standard Transactions, the security of Health Information, or other aspects of HIPAA-AS or FIPA applicable or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, amend this Agreement in such manner as such party determines necessary to comply with such law or regulation. If the other party disagrees with such Amendment, it shall so notify the first party in writing within thirty (30) days of the notice. If the parties are unable to agree on an Amendment within thirty (30) days thereafter, then either of the parties may terminate the Agreement on thirty (30) days written notice to the other party.

**ATTACHMENT G
HIPAA BUSINESS ASSOCIATE AGREEMENT**

- (c) Survival. The respective rights and obligations of Business Associate under Section 7.0 of this Agreement shall survive the termination of this Agreement.
- (d) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule and the confidentiality requirements of the State of Florida.
- (e) No third-party beneficiary. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assignees of the parties, any rights, remedies, obligations, or liabilities whatsoever.
- (f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida to the extent not preempted by the Privacy Rules or other applicable federal law.
- (g) The laws of the State of Florida shall apply to the interpretation of this Agreement or in case of any disagreement between the parties; the venue of any proceedings shall be the appropriate federal or state court in Leon County, Florida.
- (h) Indemnification and performance guarantees. Business Associate shall indemnify, defend, and save harmless the State of Florida and Individuals covered for any financial loss as a result of claims brought by third parties and which are caused by the failure of Business Associate, its officers, directors or agents to comply with the terms of this Agreement. Additionally, Business Associate shall indemnify the State of Florida for any time and expenses it may incur from breach notifications that are necessary under either § 501.171, Florida Statute or the HIPAA Breach Notification Rule, 45 CFR §§ 164.400-414, which are caused by the failure of Business Associate, its officers, directors or agents to comply with the terms of this Agreement.
- (i) Assignment: Business Associate shall not assign either its obligations or benefits under this Agreement without the expressed written consent of the Covered Entity, which shall be at the sole discretion of the Covered Entity. Given the nature of this Agreement, neither subcontracting nor assignment by the Business Associate is anticipated and the use of those terms herein does not indicate that permission to assign or subcontract has been granted.

For: **DEPARTMENT OF HEALTH**

By: _____

Title: _____

Date: _____

For: (Name of Business Associate)

By: _____

Title: _____

Date: _____

**ATTACHMENT H
BACKGROUND AND DRUG SCREENING ATTESTATION**

I hereby attest that all Provider staff assigned to perform services under the resulting contract will have completed the following prior to rendering services under the provided contract.

1. A Level 2 background and drug screening, which must not be older than 5 years.
2. A Level 2 background screening with results that did not reveal any disqualifying offense identified by section 435.04, Florida Statutes.

I certify I have full authority to legally bind Respondent to the provisions of this **Reply**.

Signature of Authorized Representative*

Date

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

**ATTACHMENT I
VENDOR CERTIFICATION FORM (PUR 7801)**

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

<u>Department Indicator</u>	<u>Vendor Indicator</u> (Check one of the following: <u>Certified</u> or <u>N/A</u>)	<u>Certification</u>
Required	<input type="checkbox"/> Certified or <input type="checkbox"/> N/A	Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., the vendor is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx .
Required	<input type="checkbox"/> Certified or <input type="checkbox"/> N/A	If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at https://www.sbafla.com/fsb/PerformanceReports.aspx .
Required	<input type="checkbox"/> Certified or <input type="checkbox"/> N/A	<p>The vendor is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the contract obligations.</p> <p>The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of section 287.1351, F.S., that identify the impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in section 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services.</p>
Required	<input type="checkbox"/> Certified or <input type="checkbox"/> N/A	If the contract grants the vendor access to an individual's personal identifying information, the vendor is not prohibited from entering into the contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-15843 , and attached it hereto.

**ATTACHMENT I
VENDOR CERTIFICATION FORM (PUR 7801)**

Required	<input type="checkbox"/> Certified or <input type="checkbox"/> N/A	If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-14614 , and attached it hereto.
Required	<input type="checkbox"/> Certified or <input type="checkbox"/> N/A	The vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S.
Required	<input type="checkbox"/> Certified or <input type="checkbox"/> N/A	The vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.
Required	<input type="checkbox"/> Certified or <input type="checkbox"/> N/A	If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor has completed an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S.
Required	<input type="checkbox"/> Certified or <input type="checkbox"/> N/A	If the contract is for the provision of commodities, in accordance with section 287.1346, F.S., the vendor certifies that the commodities were not produced by forced labor and is in compliance with all applicable disclosure requirements set forth in section 287.1346, F.S.

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

Vendor Information:

Signatory:

Name Signature

Date

FEIN

Typed or Printed Name

Title

**ATTACHMENT J
FORCED LABOR CERTIFICATIONS (PUR 2024)**

Pursuant to section 787.06(13), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

Mark N/A if not applicable: N/A

Name of entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: _____

Representative/Officer's Printed Name: _____

Representative/Officer's Title: _____

Signature: _____ Date: _____

Part B: Provision of Commodities Produced by Forced Labor

Pursuant to section 287.1346(4)(b), Florida Statutes, this portion of the form **must be completed by a member of the company's senior management, as defined in section 287.1346, F.S.**, when the company submits a response to a solicitation for the provision of commodities and before the company enters into or renews a contract for the provision of commodities.

Mark N/A if not applicable: N/A

I certify that to the best of my knowledge, the commodities Name of entity is offering to the Department have not been produced, in whole or in part, by forced labor.

Entity Name: _____

Senior Management's Printed Name: _____

Senior Management member's Title: _____

Signature: _____ Date: _____