

State of Florida
Department of Financial Services

Request for Contract Proposal (RCP)
Number: 1920-01 RCP RM
Workers' Compensation Medicare Set-Aside
Services

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Attachments

Letter	Name	Attachment Sub-components, If Any	To Be Completed and Returned	Attached for Reference Only
A	Standard Contract	Contract Signature Page		✓
		Attachment 1, Standard Terms and Conditions		✓
		Attachment 2, Statement of Work		✓
		Attachment 3, Price Response	✓	
		Addendum A, Public Records Requirements		✓
		Addendum B, Data Security Requirements		✓
		Addendum C, Relevant Portions of Contractor’s Response (<i>Placeholder</i> –		✓

		<i>Documents Not Yet Available)</i>		
B	Evaluator Score Sheet			✓
C	Mandatory Criteria Certification Form		✓	
D	Description of Contract Disputes Form		✓	
E	Business Reference Form		✓	

SECTION 1. INTRODUCTION

1.1 Purpose

The Department of Financial Services (Department), an agency of the state of Florida (State), is issuing this Request for Contract Proposals (RCP) to establish a Contract with a Respondent that is qualified and capable of providing effective and efficient workers' compensation Medicare set-aside (WCMSA) services. The Department intends to enter into the Contract using the Attachment A, Standard Contract, attached hereto and hereby incorporated by reference.

The Department intends to select a single Respondent to perform the Contract; however, the Department may select multiple Respondents or make no selection.

1.2 Background

The Department's Division of Risk Management (DRM) is established in chapter 284, Florida Statutes (F.S.), and administers the State Risk Management Trust Fund, which provides insurance for workers' compensation and other lines of coverage as authorized by section 284.33, F.S. Covered workers' compensation claims occur in all Florida counties, and each year some claims occur outside of Florida. During fiscal year 2018-2019, the DRM provided workers' compensation coverage to 199,151 state of Florida (State) employees, volunteers, and other individuals who are statutorily mandated to be covered and settled 441 workers' compensation claims.

The DRM employs an in-house adjusting staff and a WCMSA contractor that performs services to support the provision of this workers' compensation coverage, including WCMSA submissions to the Centers for Medicare and Medicaid Services (CMS). The DRM estimates that it completes approximately 50 to 75 Medicare set-aside arrangements per year.

1.3 Term

The initial term of the Contract will be five (5) years beginning on November 20, 2020, or the date of execution, whichever occurs later. The Contract may be renewed in whole or in part for up to five (5) years.

1.4 Definitions

The following definitions apply to this RCP document:

- a. Confidential Information – Any documents, data, or records that are confidential and not subject to disclosure pursuant to chapter 119, F.S., the Florida Constitution, or any other legal authority.
- b. Contract – The agreement that results from this RCP, if any, between the Department and the selected Respondent.
- c. Contractor – The Respondent selected to enter into a Contract with the Department pursuant to this RCP.
- d. Department – The Department of Financial Services.
- e. Point of Contact – The Department’s employee designated in Section 1.5, Point of Contact.
- f. Respondent – An entity that submits a Response to this RCP.
- g. Response – The materials submitted by a Respondent in response to this RCP.
- h. Website – The location the Department will post information related to this RCP, <https://www.myfloridacfo.com/Division/Risk/Solicitations.htm>.

Terms capitalized herein but not defined herein are defined in the Standard Contract’s Attachment 2, Statement of Work.

If more than one Contractor is selected, then the use of the terms “Contract,” “Contractor,” “Response,” and “Respondent,” includes the plural when applicable.

1.5 Point of Contact

From the date of release of this RCP until the contractor selection is made, the Point of Contact for the Department regarding this RCP is:

Jill Hancock, FCCN, FCCM, CPM
Department of Financial Services
Division of Risk Management
Contract Management Section
1801 Hermitage Boulevard
Tallahassee, Florida 32308
Email: Jill.Hancock@myfloridacfo.com

Refer ALL inquiries in writing to the Point of Contact by email.

PLACE THE PROCUREMENT NUMBER IN THE SUBJECT LINE OF ALL EMAILS TO THE POINT OF CONTACT.

1.6 Cooperation with Inspector General

By providing a Response to this RCP, the Respondent understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing, if the Respondent is selected for the Contract. The Respondent will comply with this duty and ensure that subcontracts issued under the Contract, if any, impose this requirement, in writing, on its subcontractors.

1.7 Commitment to Diversity

The Department is dedicated to fostering the continued development and economic growth of minority-, veteran-, and women-owned businesses. Participation of a diverse group of Respondents doing business with the State is central to the Department's effort. To this end, minority-, veteran-, women-owned, and small business enterprises are encouraged to participate in the State's procurement process as both prime contractors and subcontractors.

1.8 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Point of Contact. Requests for accommodations for a meeting must be made at least seven (7) days prior to the meeting. A person who is hearing or speech impaired can contact the Point of Contact by using the Florida Relay Service at (800) 955-8771 (TDD).

SECTION 2. RCP PROCESS

2.1 Overview of the RCP

Under this RCP, the Department is requesting Responses from Respondents that are qualified and capable of providing effective and efficient WCMSA services. Respondents may submit questions to the Department during the Question and Answer Period. Respondents shall submit Responses by the deadline set forth in Section 2.2, Timeline. The Department will evaluate Responses and then enter into Contract negotiations with the two highest-scored Respondents. At the conclusion of negotiations, the Department will select a Contractor.

All postings for this procurement will be located on the Department's Website (as defined in Section 1.4).

The Department reserves the right to reject any or all Responses or to investigate of the qualifications and past performance of any Respondent. The Department may use subject matter experts during the Department's evaluation of Responses and negotiation of Contract terms.

The procurement of WCMSA services is exempt from the competitive solicitation requirements of chapter 287, F.S., pursuant to section 287.057(3)(e)5., F.S. The Department intends to follow the processes set forth in this RCP document to select a Contractor; however, the Department may deviate from these processes at any time and for any reason.

2.2 Timeline

The following timeline will be strictly adhered to in all actions relative to this procurement. The Department reserves the right to modify this timeline by posting addenda on the Department's Website. It is the responsibility of the Respondent to check the Department's Website on a regular basis for such addenda.

Event	Event Time	Event Date
RCP posted on the Department's website at: https://www.myfloridacfo.com/Division/Risk/Solicitations.html .	2:00 pm Eastern Time (ET)	8/11/20

Deadline to submit questions to Point of Contact. Send to: Jill.Hancock@myfloridacfo.com .	5:00 pm ET	8/20/20
Department's anticipated date to post answers to Respondents' questions on the Department's website at: https://www.myfloridacfo.com/Division/Risk/Solicitations.html .	5:00 pm ET	8/27/20
Deadline to submit Responses and all required documents to the Department. All Responses must be mailed to the Department of Financial Services, Division of Risk Management, Contract Management Section, 1801 Hermitage Boulevard, 3rd Floor, Tallahassee, FL 32308. Due to current concerns related to the COVID-19 pandemic, the Department will be unable to accept Responses that are hand-delivered to the Department. Responses must be submitted to the Department through a mailing or shipping service (e.g., USPS, UPS, or FedEx).	3:00 pm ET	9/10/20
Anticipated date to post Notice of Selection.	N/A	10/12/20
Anticipated Contract start date.	N/A	11/20/20

2.3 Question and Answer Period

Vendors may submit written questions or requests for clarification regarding the terms, conditions, requirements of the RCP and its attachments, and any processes described in those documents. Questions must be submitted to the Point of Contract provided in Section 1.5, Point of Contact, via email by the deadline listed in Section 2.2, Timeline. Vendors should provide the procurement number in the subject line of the email.

Questions should be submitted in the following format:

Question #	Respondent	RCP Section	RCP Page #	Question

The Department will answer all questions submitted by the deadline provided in Section 2.2, Timeline, and will post the answers to the Department's Website.

2.4 Addenda

The Department reserves the right to modify this RCP by issuing addenda. All addenda will be posted on the Department's Website. It is the Respondent's responsibility to check the Department's Website for any addenda.

2.5 Contract Formation

The Department may enter into a Contract with the Respondent selected pursuant to Section 5, Selection. The Contract will consist of the Contract Signature Page; Attachment 1, Standard Terms and Conditions; Attachment 2, Statement of Work; Attachment 3, Price Response (completed by Respondent); Addendum A, Public Records Requirements; Addendum B, Data Security Requirements; and the relevant portions of the Response submitted by the selected Respondent. See Attachment A, Standard Contract, and its attachments for more details on final contract formation. At any time during this procurement, the Department may specifically identify and incorporate by reference any additional documents into the Contract.

2.6 Disclosure of Response Contents

All documentation produced as part of the RCP will become the exclusive property of the Department and will not be returned to the Respondent. Responses received by the Department may be disclosed pursuant to a public records request, subject to any confidentiality claims. The Department may use any or all ideas or adaptations of the ideas presented in any Response. Selection or rejection of a Response will not affect this right.

2.7 Withdrawal of Responses

The Respondent may modify its Response at any time prior to submittal deadline by submitting a request to the Point of Contact. A submitted Response may be withdrawn from consideration by the Department if the Respondent submits a signed, written request for withdrawal to the Point of Contact within seventy-two (72) hours after the deadline for Response submittal.

2.8 Clarifications and Additional Information

The Department may request clarifications or additional information from the Respondents throughout the procurement process for the purpose of resolving ambiguities or questioning information presented in the Response. The Respondent's answers to requested clarifications must be in writing and must be submitted within the time specified by the Department in the requested clarification.

In addition, the Department reserves the right to seek information from outside sources regarding the Respondent and the Respondent's offerings, capabilities, references, or performance, if the Department determines that such information is pertinent. The Department may consider such information throughout this procurement process including, but not limited to, when determining whether the intended selection is ultimately in the best interest of the State. This may include, but is not limited to, the Department engaging consultants, subject matter experts, and others to ensure that the Department has a complete understanding of the information provided pursuant to this RCP.

SECTION 3. RESPONSE INSTRUCTIONS

3.1 Contents of Responses

The Department requests that Responses be organized in volumes as provided below:

3.1.1 Volume One: General Information

The Department requests that Respondents submit the following documents:

A. Cover Letter

Submit a cover letter on the Respondent's letterhead with the following information:

- The name and principal place of business of the Respondent.
- The primary location at which the work will be performed.
- The contact information for the Respondent's primary point of contact, including mailing address, phone number, and email address.
- The Respondent's Federal Employer Identification Number (FEIN).

B. Mandatory Criteria Certification Form

Submit a completed Attachment C, Mandatory Criteria Certification Form. The Department may choose not to evaluate a Response from a Respondent who answers "No" to any of the questions on this form.

C. Financial Documentation

Submit the Respondent's most recent two (2) years of independently audited financial statements as evidence of sufficient financial resources and stability for the Respondent to provide the services sought. If audited financial statements are not available, submit the Respondent's most recent two (2) years of CPA reviewed financial statements, which include, at a minimum, a balance sheet, an income statement, a statement of cash flows, and notes to the financial statements (including a description of the reporting entity, a list of significant accounting policies and estimates used, major asset categories, debt, contingent liabilities, transactions with related parties, litigation, and subsequent events).

The financial documentation submitted under this section will not become part of the Contract. This documentation will be reviewed by a certified professional to determine whether the Respondent may not be financially viable to carry out the services sought by this RCP. If the certified professional believes the Respondent may not be financially viable, the Department may choose not to evaluate the Respondent's Response.

D. Description Contract Disputes Form

Submit a completed Attachment D, Description of Contract Disputes Form.

E. Business References

Submit a completed Attachment E, Business Reference Form, from at least three (3) separate and verifiable non-Department clients. The references should include references from clients where the Respondent is currently performing workers' compensation Medicare set-aside services, or has performed workers' compensation Medicare set-aside services, within the last twenty-four (24) months. The same client may not be listed for more than one reference, and confidential clients must not be included. If the Respondent's name has changed since the time work was performed for a listed reference, the name under which the Respondent operated at that time must be provided.

3.1.2 Volume Two: Technical Response

The Department requests that Respondents provide the following information to be evaluated against the criteria listed in Attachment B, Evaluator Score Sheet:

(a) Narrative on Experience and Ability

Submit a narrative that:

1. Provides the Respondent's prior relevant experience providing these services (including an estimate of the Respondent's average number of days from assignment of a case until the MSA is submitted to CMS, considering all cases (simple and complex));
2. Demonstrates the Respondent's ability to effectively administer, manage, and support the services sought by this RCP;
3. Provides the Respondent's organizational chart; and
4. Provides examples of the Respondent's previous or current provision of similar services sought by this RCP.

(b) Proposed Solution

Submit a proposed solution that addresses the following items:

1. How will the Respondent utilize professionals to complete the WCMSA proposals that are licensed by the appropriate licensing agency in the state where each professional is domiciled (professional shall include registered nurses, attorneys, physicians, pharmacists and other licensed professionals)? Identify and describe the staff that will be utilized for this Contract.
2. How will the Respondent be a "covered entity" as defined by Health Insurance Portability and Accountability Act (HIPAA)? What policies (describe) and procedures (describe) will be used by the Respondent to ensure the privacy of protected health information? Describe your policies and procedures to ensure the privacy of protected health information.
3. How will the Respondent obtain the required information and documentation needed to complete the WCMSA? Describe the minimum information and documentation needed by the Respondent to complete the MSA.
4. How will the Respondent consider and evaluate all aspects of each assignment in the development of the MSA proposal? Describe the Respondent's policies and procedures in regard to the following: 1) calculation and use of rated age; 2) calculation of Initial Seed Money (i.e., funds for a structured MSA, including a sum equal to the amount of monies calculated to cover the first surgery procedure and/or replacement and two (2) years' of annual payments, which must include prescription drug treatments); 3) drug utilization review, to include only those covered by CMS; and 4) other considerations deemed necessary to the Respondent.
5. How will the Respondent submit the initial MSA proposal to CMS and provide a copy to DRM within thirty (30) days following the Date of Assignment? Considering all cases (simple and complex), provide the Respondent's average

number of days from Date of Assignment until the MSA proposal is submitted to CMS. Describe how the Respondent will provide expedited service for MSA proposals if requested by the Division.

6. How will the Respondent resubmit all MSA proposals rejected by CMS within twenty (20) days of rejection? Describe the Respondent's process for handling a rejection by CMS.
7. How will the Respondent obtain CMS approval for the MSA? Considering all cases (simple and complex), provide your company's average number of days from Date of Assignment until the MSA is approved by CMS. Provide details on average number of days for first-time submission approvals and average number of days when subsequent submissions are required. Describe any guarantees of CMS approval offered by the Respondent and include in your answer any experience, with CMS approval percentage rates.
8. How will the Respondent cooperate and coordinate with the Department's Structured Settlement contractor on those cases that Division contemplates using an annuity to fund the MSA? Describe the Respondent's experience in working with Structured Settlement companies.
9. How will the Respondent continuously monitor and adopt its business practice as necessary to comply with Federal and State statutes, rules, regulations, and cases, that materially update, change, or in any way affect the administration of the Medicare Set-Aside Program? How will the Respondent report to DRM any such material issues? Describe the Respondent's experience in complying with requirements of Federal and State statutes, rules, regulations, and/or cases, that are materially updated, changed, or in any way affect the administration of the Medicare Set-Aside Program (MSP).
10. How will the Respondent continuously provide expert consulting services for Division with respect to the Division's compliance with Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) (P.L. 110-173), including reporting requirements for liability insurance, self-insurance, no-fault insurance, and workers' compensation? (See 42 U.S.C. § 1395y(b)(8), all rules and regulations promulgated by the Center of Medicare and Medicaid Services and its successors, and judicial interpretations of any statutory or regulatory language.) Describe how the Respondent will comply with these requirements.
11. How will the Respondent continuously monitor proposed and existing Florida and Federal legislation and administrative rulemaking that affect or may affect the Division with respect to MSP compliance? Describe how the Respondent will keep Division apprised of changes and/or updates and what will be included in the Respondent's monthly reports.

12. How will the Respondent provide on-site or real-time assistance during Division's business hours of 8:00 a.m. through 5:00 p.m., Eastern Time, each Business Day? Describe how the Respondent will provide real-time assistance during each Business Day.

3.1.3 Volume Three: Optional Service (if offered)

Respondents may offer optional services, other than those specifically outlined in this solicitation. Although the Department has listed mandatory requirements and provided a Statement of Work, those are not intended to limit the Respondent's innovations or creativity in preparing a Response to accomplish these goals.

The following are examples of optional services that the Respondent might provide:

- a. Medicare Status Verification (MSV) if MSA needed, cost is waived;
- b. MSA Updates/Revisions within 6 months;
- c. MSA Updates/Revisions over 6 months since original MSA;
- d. Medicare Conditional Payment Services – Initial Verification;
- e. Medicare Conditional Payment Services – Hourly Negotiation Rate;
- f. Self-Administered Support Services;
- g. Custodial Medical Accounts;
- h. Future Medical Cost Projection;
- i. Legal/Expert Services; or
- j. Structured Settlement Services.

If the Respondent chooses to propose optional services in its Response, the Respondent must clearly define the proposed optional services and provide the terms that would apply to those services. The Department will not be under any obligation to agree to accept any proposed optional services as a part of the Contract.

3.1.4 Volume Four: Price Response

Respondents shall submit a completed Attachment 3, Price Response. The Price Response must be based on the assumption that the Standard Contract terms and conditions as attached to this RCP will apply. Prices for Optional Services will not be scored during evaluations.

3.1.5 Volume Five: Exceptions to Standard Contract

The Department requests that Respondents submit any exceptions taken to Attachment A, Standard Contract.

3.2 How to Submit a Response

The Respondent shall submit, in sealed packages:

- One (1) original version of each volume of the Response.
 - The Respondent shall include all the originals of any documents required to be signed as part of the Response. The Respondent must label the cover and spine of the volumes "Original – Volume __, Binder __ of __," and include the Respondent's exact legal name, and the RCP number.
- Two (2) additional copies of Volume One: General Information.
- Eight (8) additional copies of Volume Two: Technical Response.

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- The Respondent must label the cover and spine of the volumes “Copy #___, Volume #___, Binder ___ of ___,” and include the Respondent’s exact legal name, and the RCP number.
- Volume Two Requirement: The Respondent shall include the originals of all documents in their native format (Word, Excel, etc.) on a flash drive or CD-ROM.
- Two (2) additional copies of Volume Three: Optional Services, Volume Four: Price Response, and Volume Five: Exceptions to Standard Contract.
- One (1) PDF version of all volumes of the Response on a flash drive or CD-ROM.
- One (1) REDACTED PDF of the Response, if applicable (see Section 3.3)
 - The Respondent must label the cover and spine of the volumes “REDACTED Copy #___, Volume #___, Binder ___ of ___,” and include the Respondent’s exact legal name and the RCP number.

The Respondent shall clearly label the outside of the sealed packages with the RCP number and Respondent’s name. Respondents shall send Responses to the following address:

Attention: Jill Hancock
 Department of Financial Services
 Division of Risk Management
 Contract Management Section
 1801 Hermitage Boulevard, 3rd Floor
 Tallahassee, Florida 32308

Respondents shall ensure Responses are received by the Department by the deadline listed in Section 2.2, Timeline. Due to current concerns related to the COVID-19 pandemic, **the Department will not accept Responses that are hand-delivered to the Department.** Responses must be submitted to the Department through a mailing or shipping service (e.g., USPS, UPS, or FedEx).

3.3 Confidential Response Materials and Redacted Submissions

If the Respondent considers any portion of its Response to be Confidential Information or exempt from disclosure under chapter 119, F.S., or other authority, then the Respondent must simultaneously provide the Department with an unredacted version of the materials and a separate redacted electronic copy of the materials the Respondent claims as Confidential Information or exempt from disclosure and briefly describe in writing the grounds for claiming exemption from the Public Records Law and state the specific statutory citation for such exemption.

The Respondent must mark the unredacted version of the document as “Unredacted version – contains Confidential Information” and place such information in an encrypted electronic form.

3.3.1 Redacted Submissions

If submitting a redacted version of its Response, the Respondent must mark the redacted electronic copy with the Respondent’s name, Department’s procurement name and number, and the words “Redacted Copy.” The Redacted Copy should only redact those portions of material for which a Respondent can legally support a claim that the information is Confidential Information or exempt from disclosure pursuant to Public Records Law. An entire Response should not be redacted. An entire page or paragraph which contains Confidential Information or exempt material should not be redacted unless the entire page or paragraph is wholly Confidential Information or exempt from

disclosures under Public Records Law. In the Redacted Copy, the Respondent shall redact and maintain in confidence any materials the Department provides or seeks regarding security of a proposed technology system or information subject to sections 119.011(14), 119.071(1)(f), and 119.071(3), F.S.

In addition, the Respondent should submit a separate index listing the Confidential Information or exempt portions of its Response. The index should briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption.

The Redacted Copy will be used to fulfill public records and other disclosure requests and will be posted on the FACTS website. In addition, the Department will follow the procedures identified in the Contract as Addendum A, Public Records Requirements, if the Department receives a further request for Confidential Information or exempt material that has been clearly identified as such in writing by the Respondent.

If the Respondent fails to submit a Redacted Copy of its Response, the Department is authorized to produce the entire unredacted Response submitted to the Department in response to a public records request.

The Department is not obligated to agree with a Respondent's claim of exemption or Confidential Information, and, by submitting a Response, the Respondent agrees to defend its claim that each and every portion of the redactions is exempt from inspection and copying under Florida's Public Records Law. By submitting a Response, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Response are Confidential Information or otherwise not subject to disclosure. The Department may use the counsel of its choosing to defend any such claims, and the Respondent shall promptly pay the Department's invoices for legal services on a monthly basis for all costs and expenses, including legal fees, incurred in defending such claims.

SECTION 4. SELECTION METHODOLOGY

4.1 Evaluation of Technical Responses (250 Points Possible)

The Department will have at least three (3) evaluators independently evaluate each Respondent's Volume 2: Technical Response, against the evaluation criteria set forth in Attachment B, Evaluator Score Sheet.

4.2 Evaluation of Price Response (50 Points Possible)

The Point of Contact will evaluate each Respondent's Attachment 3, Price Response, as provided below. Pricing for Optional Services will not be scored. Price Responses for the initial term will be awarded a maximum of 25 points. Price Responses for the renewal period will be awarded a maximum of 25 points. The scores for the Price Response will be determined based on the following formula using the Grand Totals in the Respondent's Attachment 3, Price Response:

Initial term: (Lowest Respondent's Price/Respondent's Price) x (Maximum Number of Points available) = Initial Term Points

Renewal term: (Lowest Respondent's Price/Respondent's Price) x (Maximum Number of Points available) = Renewal Term Points

Total Price Points = [Initial Term Points] + [Renewal Term Points]

4.3 Evaluation Results

The Point of Contact will add each Respondent's averaged score for Technical Responses to its Total Price Points to determine its total evaluation score.

4.4 Negotiations

The Department will invite the Respondents that have the highest and second-highest total evaluation scores to negotiations; however, the Department's negotiator reserves the right to negotiate with the Respondents sequentially beginning with the highest-scored Respondent from evaluations.

The Department's negotiator will conduct negotiations with the invited Respondents. The Department's negotiator will determine the medium for negotiations, which will either be face-to-face, by phone, or through a virtual platform. The Department's Point of Contact, the Department's subject matter experts, and, if necessary, other members of the Department may participate in the negotiations; however, the Department's negotiator will be solely responsible for deciding which Respondent to recommend to the Department for Contract selection.

Negotiations may include discussions of the terms, conditions, costs, statement of work, and related services to be provided by the Respondent. The Department's negotiator may request clarifications and revisions to Responses (including a request for a Best and Final Offer (BAFO) and revised BAFOs) throughout the negotiations process.

The Department reserves the right to negotiate different terms, related price adjustments, and different pricing arrangements if the Department determines that such changes would be beneficial to the Department. Respondents may request modifications (such as additions or deletions) to the Department's proposed Contract (Attachment A, Standard Contract). The Department may address each requested modification during negotiations but is under no obligation to accept any requested modifications to Attachment A, Standard Contract. If the Department determines that a requested modification is not acceptable and the Respondent fails to offer another alternative that is acceptable to the Department, the Respondent may be eliminated from further consideration, or the Department may stop negotiations with that Respondent.

If the Department's negotiator is unable to arrive at acceptable Contract terms with the highest or second-highest scored Respondents, the Department's negotiator may invite the next-highest scored Respondent (and so on, sequentially) to negotiations.

SECTION 5. SELECTION

5.1 Selection Basis

The Department's negotiator will recommend a Respondent for selection based on the following considerations:

- The Respondent's articulation of its ability to address the requirements of the Department's Attachment A, Standard Contract, including its Attachment 2, Statement of Work, as negotiated by the Department and the Respondent;
- The favorability of the terms of the proposed Contract that has been negotiated between the Department and the Respondent for the Department;

- The Respondent's demonstrated ability to address the requirements of the Department's Attachment A, Standard Contract, including its Attachment 2, Statement of Work, as negotiated by the Department and the Respondent;
- The Respondent's experience performing the services sought by this RCP; and
- The Respondent's pricing, overall costs to the Department, and the value of the services offered by the Respondent.

The Department reserves the right to accept or reject any or all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the State. Respondents whose Responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be rejected. The Department may request additional information pertaining to the Respondent's ability and qualifications to accomplish all services described in this RCP as deemed necessary during the RCP or after Contractor selection.

5.2 Chief Financial Officer's Approval

The Chief Financial Officer, or designee, will make the final decision as to which Respondent should be selected to enter into a Contract.

5.3 Posting of Selection

The Department will post a Notice of Selection on the Department's Website.

5.4 Execution of Contract

The selected Respondent must sign the Contract within fifteen (15) calendar days of receipt of the Contract for execution. The Department reserves the right to withdraw its Notice of Selection if the Contract is not timely signed and select another Respondent for the Contract.

The Contract will be posted on the Florida Accountability Contract Tracking System (FACTS) at <https://facts.fldfs.com/>, in accordance with section 215.985, F.S., the Transparency Florida Act.

**DEPARTMENT OF FINANCIAL SERVICES
Contract Signature Page**

Contract Title Workers Compensation Medicare Set-Aside Services	P.O. No. or Solicitation No., if any 1920-01 RCP RM	Contract Number
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1. This Contract is entered into between the parties named below, located at the addresses which follow:

Department of Financial Services, 200 East Gaines Street, Tallahassee, FL 32399 (hereinafter called the "Department")

[Contractor's Name, address] (hereinafter called the "Contractor")

2. Contract to Begin: November 20, 2020, or the date last signed below, whichever is later ("Effective Date")	Date of Completion: Five (5) years after the Effective Date	Renewals: Up to five (5) years
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3. Performance Bond, if any: N/A	Other Bonds, if any: N/A
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4. Total Value for Contract Term: Based on fixed rates (see Attachment 3, Price Response)	Total Value of Renewal(s): Based on fixed rates (see Attachment 3, Price Response)	Total Value of Contract Term Plus Renewal(s): Based on fixed rates (see Attachment 3, Price Response)
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5. Department's Contract Manager	Contractor's Contract Manager
Name: <input style="width:90%;" type="text"/>	Name: <input style="width:90%;" type="text"/>
Address: <input style="width:90%;" type="text"/>	Address: <input style="width:90%;" type="text"/>
Phone: <input style="width:90%;" type="text"/>	Phone: <input style="width:90%;" type="text"/>

6. The parties agree to comply with the terms and conditions of the following attachments which are hereby incorporated by reference:

- | |
|---|
| Attachment 1: Standard Terms and Conditions |
| Attachment 2: Statement of Work |
| Attachment 3: Price Response |

7. The parties agree to comply with the terms and conditions of the following addenda which are hereby incorporated by reference:

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| Addendum A: Public Records Requirements |
| Addendum B: Data Security Requirements |
| Addendum C: Relevant Portions of Contractor's Response |

IN WITNESS WHEREOF, this Contract is being executed by the parties and will begin on the Effective Date.

8. **CONTRACTOR**
Contractor's Name (if other than individual, state whether corporation, partnership, etc.)

By (Authorized Signature) Date Signed

Printed Name and Title of Person Signing

9. Department of Financial Services **DEPARTMENT**

By (Authorized Signature) Date Signed

Printed Name and Title of Person Signing

DEPARTMENT OF FINANCIAL SERVICES
Standard Terms and Conditions
(Applicable to Non-Competitively Procured Contracts)

ATTACHMENT 1

1. Entire Contract.

This Contract, including any Attachments and Addenda referred to herein and attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any preprinted contract terms and conditions included on Contractor's forms or invoices will be null and void.

2. Contract Administration.

- a. Order of Precedence. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:
- i) Attachment 2, Statement of Work
 - ii) Contract Signature Page
 - iii) If any, attachments other than Attachment 1, Standard Terms and Conditions, and Attachment 2, Statement of Work, in numerical order as designated in the Contract Signature Page
 - iv) Attachment 1, Standard Terms and Conditions
 - v) Addendum A, Public Records Requirements
 - vi) Addendum B, Data Security Requirements
 - vii) If any, Addenda other than Addenda A and B, in the alphabetical order designated in the Contract Signature Page

Notwithstanding the foregoing, if there is any discrepancy between Attachment 2, Statement of Work, and any incorporated portions of the Contract that were provided by the Contractor, the terms most favorable to the Department will prevail.

- b. Approvals. All written and verbal approvals referenced in this Contract must be obtained from the parties' Contract Managers as designated in the Contract Signature Page, or their designees, if designated in writing.
- c. Notices. The contact information provided on the Contract Signature Page or in accordance with Section 2.d., below, must be used by the parties for all communications under this Contract. Where the term "written notice" is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile (with confirmation of receipt) or email (with confirmation of receipt), provided the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) shall be deemed received on the date actually received except where there is a date of the certification of receipt.
- d. Contract Managers. If different Contract Managers are designated by any party after execution of this Contract, notice of the name and contact information of the new Contract Manager shall be submitted in writing (which, notwithstanding Section 2.c., above, may be accomplished via mail or e-mail) to all other parties and maintained in the respective parties' Contract records. Designation of a new Contract Manager will not require a written amendment to the Contract.
- e. Amendments. This Contract may be amended only by a written agreement signed by the parties. All statements indicating that continued use of a product or clicking a box in an electronic application constitutes acceptance of terms and conditions are void.

3. Contract Duration.

- a. Term. The term of the Contract will begin and end on the dates indicated on the Contract Signature Page unless terminated earlier in accordance with the applicable terms and conditions.
- b. Renewals. Section 287.058(1)(g), Florida Statutes (F.S.), is hereby incorporated by reference and any renewals provided under the Contract must meet the requirements of this statute. If the Contract

Signature Page indicates renewals are available, the Contract may be renewed for the timeframe(s) indicated in the Contract Signature Page.

4. Deliverables.

The Contractor agrees to render the services or other units of deliverables, which may be comprised of tasks or activities, as set forth in Attachment 2, Statement of Work. The services or other units of deliverables specified shall be delivered in accordance with the schedule outlined in Attachment 2, Statement of Work, and at the pricing specified in the Contract.

5. Performance Measures.

Satisfactory performance requires the Contractor's compliance with the following: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in Attachment 2, Statement of Work; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services offered do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) any person or entity, whether an agent or independent contractor, that performs work on the Contract for the Contractor (Contractor Representative) will comply with any security requirements and processes as provided by the Department, or provided by the Department's customer, for work done at the Department or other locations. The Department reserves the right to investigate or inspect at any time whether the services or qualifications offered by the Contractor meet the Contract requirements. Notwithstanding any provisions to the contrary, written acceptance of a particular deliverable/minimum requirement does not foreclose the Department's remedies if those performance standards that cannot be readily measured at the time of delivery are not met.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by the Contract Manager before payment, unless advanced payment or partial payment has been authorized in accordance with section 215.422, F.S. The Department will have fifteen (15) calendar days to inspect and approve the deliverables after receipt.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables outlined in Attachment 2, Statement of Work, as incomplete, inadequate, or unacceptable due in whole or in part to the Contractor's lack of satisfactory performance under the terms of this Contract. If the Department's Contract Manager does not accept a deliverable within fifteen (15) calendar days of receipt, the deliverable will be deemed rejected. Failure to fulfill the applicable technical requirements or complete all tasks, duties, or activities in accordance with Attachment 2, Statement of Work, will result in rejection of the deliverable and the associated invoice. The Department, at its option, may allow additional time within which the Contractor may remedy the objections noted by the Department before the Department issues a notice of default. If the Department's Contract Manager allows additional time for the Contractor to correct a rejected deliverable, the Contractor shall work diligently to correct all deficiencies in the deliverable that remain outstanding within a reasonable time or, if a time certain is specified, within the additional time allotted. All work done to correct a rejected deliverable will be done at the Contractor's expense.
- c. Status Reports. If status reports are required as part of the Contract, the Contractor shall timely submit status reports showing each task, activity, or deliverable worked on; attesting to the level of services provided; listing the hours spent on each task, activity, or deliverable; and listing any upcoming tasks, activities, or deliverables.
- d. Completion Criteria and Date. The Contract will be considered complete once all deliverables under the Contract have been provided and accepted. The final date for completion of the Contract must not exceed the Contract duration, including any executed renewals or extensions, or, where applicable, the expiration date of any purchase orders made from the Contract.

7. Financial Consequences for Nonperformance.

In addition to the specific financial consequences explained in Attachment 2, Statement of Work, the Department reserves the right to withhold payment when the Contractor has failed to perform or comply with the provisions of this Contract. These consequences for nonperformance are not to be considered penalties.

8. Dispute Resolution.

The Contractor is obligated to address any cost-related issues with the Department for which the Contractor believes the state of Florida (State) is liable and address all costs of every type to which the Contractor is entitled from the occurrence of the claimed event. The Contractor cannot seek a claim under this Contract for an increase in payment. Any claim, counterclaim, or dispute between the Department and the Contractor relating to this Contract will be resolved as set forth herein.

- a. Initial Resolution Process. For all claims, the party with the dispute shall submit an affidavit to the other party that is executed by that party's Contract Manager, or designee, certifying that:
 - i. The claim is made in good faith;
 - ii. The claim accurately reflects the adjustments for performance; and
 - iii. The supporting data provided with such an affidavit are current and complete to the Contract Manager's, or designee's, best knowledge and belief.

The party receiving notice of the dispute must respond to the disputing party, in writing, proposing a resolution to the dispute.

- b. Informal Resolution Process. If the parties are unable to resolve any disputes through the initial resolution process, the parties shall meet with the Department's Chief Financial Officer (CFO), or designee, for the purpose of attempting to resolve such dispute without the need for formal legal proceedings, as follows:
 - i. The representatives of the Contractor and the Department shall meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith to resolve the dispute without the necessity of any formal proceeding.
 - ii. During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to this Contract will be honored in order that each of the parties may be fully advised of the other's position.
 - iii. The specific format for the discussions will be left to the discretion of the designated Department's and the Contractor's representatives but may include the preparation of agreed upon statements of fact or written statements of position.
 - iv. Following the completion of this process, the CFO, or designee, will issue a written opinion regarding the issue(s) in dispute. The opinion regarding the dispute will be considered the Department's final action.
- c. Continued Performance. Each party agrees to continue performing its obligations under this Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute with the Department over compensation will not be deemed to preclude performance) and without limiting any party's right to terminate this Contract for convenience or default.

9. Payment.

- a. Payment Process. Subject to the terms and conditions established in Attachment 2, Statement of Work, the pricing per deliverable established by the Contract, and the billing procedures established by the Department, the Department agrees to pay the Contractor for services rendered in accordance with section 215.422, F.S. To obtain the applicable interest rate, please refer to <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- b. Vendor Rights. A Vendor Ombudsman has been established within the Department. The duties of this individual include acting as an advocate for contractors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be reached at (850) 413-5516.
- c. Taxes. The Department is exempted from payment of State sales and use taxes and Federal Excise Tax. The Contractor, however, will not be exempted from paying State sales and use taxes to the appropriate governmental agencies or for payment by the Contractor to suppliers for taxes on materials used to fulfill its contractual obligations with the Department. The Contractor shall not use the Department's exemption number in securing such materials. The Contractor shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Contract. The Contractor shall provide the Department its taxpayer identification number upon request.

- d. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by the Department pursuant to Attachment 2, Statement of Work, shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.
- e. Interim Payments. Interim payments may be made by the Department at its discretion under extenuating circumstances if the completion of deliverables to date have first been accepted in writing by the Department's Contract Manager.
- f. Annual Appropriation Contingency. The State's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

10. Insurance.

- a. Required Coverage. At all times during the duration of the Contract, the Contractor, at its sole expense, and its subcontractors, if any, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Contract. The limits of coverage under each policy maintained by the Contractor will not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies must either be through insurers authorized to write policies in the State or through a self-insurance program established and operating under the laws of the State. Unless specifically exempted in Attachment 2, Statement of Work, the following are the minimum insurance requirements applicable to this Contract:
 - i. Commercial General Liability Insurance.
By execution of this Contract, unless the Contractor is a State agency or subdivision as defined by section 768.28(2), F.S., the Contractor shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Contract. The Department and its employees and officers must be named as an additional insured on any general liability policies.
 - ii. Workers' Compensation and Employer's Liability Coverage.
The Contractor shall provide workers' compensation, in accordance with chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies must cover all employees engaged in any Contract work.
 - iii. Other Insurance.
At all times during the duration of the Contract, the Contractor shall maintain any other insurance as required in Attachment 2, Statement of Work.
- b. Deductibles. The Department is exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor or subcontractor providing such insurance.
- c. Verification of Insurance. Upon execution of the Contract, the Contractor shall provide to the Department written verification of the existence and amount for each type of applicable insurance coverage. Upon receipt of a written request from the Department, the Contractor shall furnish to the Department proof of applicable insurance coverage by standard form certificates of insurance.
- d. Failure to Maintain Coverage. If the Contractor fails to maintain the required insurance coverage for any reason, the Contractor shall immediately notify the Department of such noncompliance and shall obtain coverage conforming to the requirements herein. The Contractor shall provide proof of such required coverage within fifteen (15) business days of not maintaining the required insurance coverage.

11. Termination.

- a. Termination for Convenience. The Department, by written notice to the Contractor, may terminate the Contract in whole or in part, by giving thirty (30) calendar days' written notice, when the Department determines in its sole discretion that it is in the State's interest to do so. The Contractor will not be entitled to recover any cancellation charges or lost profits.
- b. Termination for Cause. The Department may terminate the Contract if any of the events of default described below occur. Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor

will not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Contract.

- c. Contractor Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination, and except as otherwise directed by the Department, the Contractor shall stop performing services on the date, and to the extent specified, in the notice. The Contractor shall accept no further work or new services related to the affected deliverables, and shall, as soon as practicable, but in no event longer than thirty (30) calendar days after termination, terminate any orders and subcontracts related to the terminated deliverables and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Department to the extent required, which approval or ratification shall be final for the purpose of this section. The Contractor shall submit to the Department, within ninety (90) calendar days of termination, a request for payment of completed services. Requests submitted later than ninety (90) calendar days after termination will not be honored and will be returned unpaid. The Contractor shall professionally service to conclusion, in accordance with the requirements of the Contract, all services for which the Department has paid prior to the termination date of this Contract. Should the Contractor fail to perform all services under the Contract, the Contractor shall be liable to the Department for any fees or expenses that the Department may incur in securing a substitute provider to assume completion of those services.
- d. Contractor Obligations after Termination. If at any time the Contract is canceled, terminated, or expires, and a contract is subsequently executed with a provider other than the Contractor, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent contractor in accordance with Exit Transition requirements in Section 32, below, and Attachment 2, Statement of Work, if expressed therein.

12. Notice of Default.

If the Contractor defaults in the performance of any covenant or obligation contained in the Contract, including, without limitation, any of the events of default listed below, the Department shall provide notice to the Contractor and an opportunity to cure that is reasonable under the circumstances. This notice will state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that the Department may terminate the Contract effective as of the date of receipt of the default notice unless the Contractor cures the default within the specified cure period.

13. Events of Default.

Provided such failure is not the fault of the Department or outside the reasonable control of the Contractor, the following non-exclusive list of events, acts, or omissions, constitutes events of default:

- a. The commitment of any material breach of this Contract by the Contractor, including failure to timely deliver a deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Contract;
- b. Failure to maintain adequate progress, thus endangering performance of the Contract;
- c. Failure to honor any term of the Contract;
- d. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Contractor by a state or other licensing authority;
- e. Failure to pay any entities, individuals, and the like furnishing labor or materials, or failure to make payment to any other entities as required herein in connection with the Contract;
- f. Employment of an unauthorized alien in the performance of the work, in violation of section 274A of the Immigration and Nationality Act, 8 U.S.C. section 1324a;
- g. One or more of the following circumstances, uncorrected for more than thirty (30) calendar days (unless the Contractor, including its receiver or trustee in bankruptcy, within the specified thirty (30) day period, provides to the Department adequate assurances, reasonably acceptable to the Department, of its continuing ability and willingness to fulfill its obligations under the Contract):
 - i) Entry of an order for relief under Title 11 of the United States Code (U.S.C.);

- ii) To the extent permitted by State law, the making by the Contractor of a general assignment for the benefit of creditors;
 - iii) The appointment of a general receiver or trustee in bankruptcy of the Contractor's business or property; or
 - iv) An action by the Contractor under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation;
- h. The commitment of an intentional material misrepresentation or omission in any materials provided to the Department;
 - i. Failure to comply with the E-Verify requirements of this Contract; and
 - j. Failure to maintain the insurance required by this Contract.

14. Force Majeure.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In the case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING CONSTITUTES THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Department with respect to products subjected to allocation; (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

15. Indemnification.

- a. Contractor Liability. The Contractor shall be fully liable for the actions of Contractor Representatives and shall fully indemnify, defend, and hold harmless the Department, and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. Personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Contractor or Contractor Representatives; provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Department;
 - ii. The Contractor's breach of this Contract or the negligent acts or omissions of the Contractor;
 - iii. Violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right; provided, however, that the foregoing obligation shall not apply to a Department misuse or modification of Contractor's products or a Department's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order.

- b. Legal Action. The Contractor's obligations under the preceding paragraph with respect to any legal action are contingent upon the Department giving the Contractor: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at the Contractor's sole expense; and (3) assistance in defending the action at the Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the Department in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.
- c. Infringements. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor shall, at its sole expense, procure for the Department the right to continue using the product or to modify it to become noninfringing. If the Contractor is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Contractor shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties.
- d. Limitation. No provision in this Contract will be construed to: 1) require the Department to hold harmless or indemnify the Contractor; 2) require the Department to insure or assume liability for the Contractor's negligence; 3) waive the Department's sovereign immunity under the laws of the State; or 4) otherwise impose liability on the Department for which it would not otherwise be responsible. Any provision, implication, or suggestion to the contrary is null and void.

16. Limitation of Liability.

The Department is only liable for claims arising from this Contract to the extent such claims are compensable under an action brought pursuant to section 768.28, F.S., which sets forth the State's limited waiver of sovereign immunity.

17. Remedies.

Nothing in this Contract will be construed to make the Contractor liable for force majeure events. Nothing in this Contract, including financial consequences for nonperformance, will limit the Department's right to pursue its remedies for other types of damages under the Contract, at law, or in equity. The Department may, in addition to other remedies available to it at law or equity, and upon notice to the Contractor, retain such monies from amounts due the Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it. The Department may set off any liability or other obligation of the Contractor or its affiliates to the Department against any payments due the Contractor under any contract with the State.

18. Waiver.

The delay or failure by the Department to exercise or enforce any of its rights under this Contract does not constitute nor is to be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

19. Intellectual Property.

- a. In accordance with State law, the Contractor shall not assert any rights to: 1) intellectual property created or otherwise developed specifically for the Department under this Contract or any prior agreement between the parties (which includes any deliverables); 2) intellectual property furnished by the Department; and 3) any data collected or created for the Department. The Contractor shall perfect the transfer of any such property or data to the Department upon completion, termination, or cancellation of the Contract and prior to payment of the final invoice. Any data provided must be in a format designated by the Department.
- b. If the Department or the State has authority to assert a right in any of the property or data, the Contractor shall assist, if necessary, in the assertion of such right.
- c. Proceeds derived from the sale, licensing, marketing, or other authorization related to any such Department-controlled intellectual property rights shall belong to the Department, unless otherwise specified by applicable State law.
- d. Notwithstanding the foregoing, and unless otherwise specified in Attachment 2, Statement of Work, the Contractor's intellectual property rights that preexist this Contract will remain with the Contractor.

- e. If the Contractor fails to provide, or no longer can provide, a deliverable or service under the Contract that contains or otherwise utilizes intellectual property controlled by the Contractor, the Contractor shall grant the Department a royalty-free, paid-up, nonexclusive, perpetual license to use, modify, reproduce, distribute, publish, or release to others such Contractor-controlled intellectual property solely for use in connection with the deliverables or services under the Contract.

20. Ownership of Property.

Title to all property furnished by the Department under this Contract and deliverables provided to the Department shall remain property of the Department or become property of the Department upon receipt and acceptance. The Contractor shall perfect any transfer of the property to the Department upon completion, termination, or cancellation of the Contract prior to payment of the final invoice.

21. Nonexclusive Contract.

This Contract is not an exclusive license to provide the services described in the solicitation or the resulting Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar services.

22. Convicted Vendor List and Discriminatory Vendor List.

Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons or entities placed on the convicted vendor list or the discriminatory vendor list:

- a. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- b. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

The Contractor shall notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Contract.

23. Compliance with Federal, State, and Local Laws.

- a. Regulations. The Contractor and all Contractor Representatives shall comply with all federal, state, and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements.
- b. Choice of Law. This Contract will be governed by and construed in accordance with the laws of the State.
- c. Rehabilitation Act. If applicable to the supplies and services the Contractor provides to the Department, the Contractor shall ensure the electronic and information technology accessibility requirements of the Rehabilitation Act Amendments, 29 U.S.C. section 794, are met and provide a website where the compliance information on such supplies and services is available. The Electronic and Information Technology standard can be found at: <http://www.section508.gov/>.
- d. Scrutinized Companies. The following paragraph applies regardless of the dollar value of the goods or services provided:

By entering into this Contract, in accordance with the requirements of section 287.135(5), F.S., the Contractor certifies that it is not participating in a boycott of Israel. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.

The State Board of Administration maintains the “Quarterly List of Scrutinized Companies that Boycott Israel” at the following link:
<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>.

The following paragraph applies only when the goods or services to be provided are \$1 million or more: By entering into this Contract, in accordance with the requirements of section 287.135, F.S., the Contractor certifies that it is not on the Scrutinized List of Prohibited Companies (referred to in statute as the “Scrutinized Companies with Activities in Sudan List” and the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List”) and, to the extent that it is not preempted by Federal law, that it has not been engaged in business operations in Cuba or Syria. At the Department’s option, the Contract may be terminated if such certification (or the certification regarding a boycott of Israel) is false, if the Contractor is placed on the Scrutinized List of Prohibited Companies, or, to the extent not preempted by Federal law, if the Contractor engages in business operations in Cuba or Syria.

The State Board of Administration maintains the “Scrutinized List of Prohibited Companies” under the quarterly reports section at the following link: <https://www.sbafla.com/fsb/PerformanceReports.aspx>.

24. Employment Eligibility Verification.

The Contractor is responsible for payment of costs, if any, and retention of records relating to employment eligibility verification. These records are exempt from chapter 119, F.S. Verification requires the following:

- a. E-Verify. In cooperation with the Governor’s Executive Order 11-116, the Contractor must participate in the federal E-Verify System for employment eligibility verification under the terms provided in the “Memorandum of Understanding” with the federal Department of Homeland Security if any new employees are hired to work on this Contract during the term of the Contract. The Contractor agrees to provide to the Department, within thirty (30) calendar days of hiring new employees to work on this Contract, documentation of such enrollment in the form of a copy of the E-Verify “Edit Company Profile” screen, which contains proof of enrollment in the E-Verify System. Information on “E-Verify” is available at the following website: <https://www.e-verify.gov/>.
- b. Subcontractors. The Contractor further agrees that it will require each subcontractor that performs work under this Contract to enroll and participate in the E-Verify System if the subcontractor hires new employees during the term of this Contract. The Contractor shall include this provision in any subcontract and obtain from the subcontractor(s) a copy of the “Edit Company Profile” screen indicating enrollment in the E-Verify System and make such record(s) available to the Department upon request.

25. Data.

- a. Data Centers. The Contractor shall only use data centers located in the United States when processing and storing State data under this Contract.
- b. Requirements of Section 501.171, F.S. If the Department shares data that is covered by section 501.171, F.S., with the Contractor in the process of fulfilling this Contract, the Contractor is responsible for fulfilling the requirements placed on the Department by section 501.171, F.S., at the Contractor’s expense, if the Contractor is responsible for a breach of this data. Notwithstanding any limitations on liability addressed in the Contract, if the Contractor fails to fulfill the requirements placed on the Department by section 501.171, F.S., the Contractor shall reimburse the Department for all costs incurred in fulfilling such requirements.

26. Claims for Damages.

Jurisdiction for any damages arising under the terms of the Contract will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. The parties waive their right to a jury trial. Except as otherwise provided by law, the parties agree to be responsible for their own attorney’s fees incurred in connection with disputes arising under the terms of this Contract.

27. Lobbying and Integrity.

The Contractor agrees that funds received by it under this Contract will not be expended for the purpose of lobbying the Legislature, the judicial branch, or a State agency in violation of sections 11.062 or 216.347, F.S. Pursuant to the requirements of section 287.058(6), F.S., during the Contract term, the Contractor may

lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract.

The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General or other authorized State official deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of: three (3) years after the expiration of the Contract or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include, but they shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor will not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

28. Independent Contractor.

The Contractor is an independent contractor and is not an employee or agent of the Department.

29. Subcontracting.

- a. Consent. Unless otherwise specified in Attachment 2, Statement of Work, all services contracted for are to be performed solely by the Contractor and may not be subcontracted or assigned without the prior written consent of the Department.
- b. Replacement. The Department may, for cause, require the replacement of any Contractor Representative. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. Access. The Department may, for cause, deny access to the Department's secure information or any facility by any Contractor Representative.
- d. Continuing Obligation. The Department's actions under paragraphs b. or c. shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract.
- e. Meetings. The Department will not deny Contractor Representatives access to meetings within the Department's facilities, unless the basis of the Department's denial is safety or security considerations.

30. Guarantee of Parent Company.

If the Contractor is a subsidiary of another corporation or other business entity, the Contractor asserts that its parent company will guarantee all the obligations of the Contractor for purposes of fulfilling the obligations of the Contract. If the Contractor is sold during the period the Contract is in effect, the Contractor agrees that it will be a requirement of sale that the new parent company guarantee all the obligations of the Contractor.

31. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, Exit Transition Services, records retention, and public records, will survive termination, cancellation, or expiration of this Contract.

32. Exit Transition Services.

If not otherwise addressed in the Statement of Work, the Contractor has the affirmative obligation to provide to the Department, or its designee, all reasonable services necessary for the transfer of knowledge regarding the services and deliverables provided under the Contract (Exit Transition Services) to facilitate the orderly transfer of such services to the Department or its designee. If Exit Transition Services are necessary, such services may continue for up to six (6) months after termination, expiration, or cancellation of the Contract, at no cost to the Department.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, omissions to act, or negligence of the Contractor or Contractor Representatives, nor shall the Contractor disclaim its own negligence to the Department or any third party. This Contract does not and is not intended to confer any rights or remedies upon any person other than the parties. If the Department consents to a subcontract, the Contractor will specifically disclose that this Contract does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Contract.

34. Severability.

If a court of competent jurisdiction deems any term or condition of this Contract void or unenforceable, the other provisions are severable to that void or unenforceable provision and will remain in full force and effect.

35. Employment of State Employees.

During the term of this Contract, the Contractor shall not knowingly employ, subcontract with or subgrant to any person (including any nongovernmental entity in which such person has any employment or other material interest as defined in section 112.312(15), F.S.), in connection with this Contract, who has participated in the performance or procurement of this Contract except as provided in section 112.3185, F.S.

36. Contractor Representatives.

All Contractor Representatives shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification. All Contractor Representatives must comply with all security and administrative requirements of the Department and with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or other assessment of any Contractor Representative. The Department may refuse access to, or require replacement of, any Contractor Representative for cause, including, but not limited to, lack of technical or training qualifications, quality of work, change in security status, or noncompliance with the Department's security or administrative requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The Department may reject and bar from any facility, for cause, any Contractor Representatives.

37. Suspension of Work.

The Department may in its sole discretion suspend any or all activities under the Contract, at any time, when it is in the best interests of the State to do so. The Department shall provide the Contractor written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice. Within ninety (90) calendar days, or any longer period agreed to by the Contractor, the Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Contract. Suspension of work shall not entitle the Contractor to any additional compensation.

38. Advertising.

- a. Except for disclosures and notices made pursuant to law, and subject to chapter 119, F.S., the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Department (which will not be unreasonably withheld), including, but not limited to, mentioning the Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual

authorized distributors, dealers, resellers, or service representatives. This provision shall not apply to the Contractor's marketing materials that merely list the Department as a client or to the re-publication of any material that already has been placed in the public domain.

- b. The Contractor shall permanently refrain from using or mentioning its association with the Department in advertisements, letterhead, business cards, etc. The Contractor's services to the Department may be generally stated and described in the Contractor's professional resume. The Contractor may not give the impression in any event or manner that the Department recommends or endorses the Contractor.
- c. Notwithstanding the foregoing, the Contractor shall not be deemed to have waived any right or otherwise impeded its ability to defend itself factually against any media reports or allegations.
- d. The provisions of this section also apply to Contractor Representatives and the Contractor shall ensure that such restrictions are appropriately conveyed to those persons to ensure enforceability.

39. Assignment.

Unless otherwise authorized by law, the Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Department. If an assignment occurs, the Contractor remains secondarily liable for performance of the Contract, unless the Department expressly waives such secondary liability. The Department may assign the Contract with prior written notice to the Contractor of its intent to do so.

40. Audits.

The Contractor understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Contractor will comply with this duty and ensure that its subcontracts issued under this Contract, if any, impose this requirement, in writing, on its subcontractors.

41. Execution in Counterparts and Authority to Sign.

This Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

42. Travel Reimbursement.

Any travel expenses allowable under this Contract must be submitted in accordance with section 112.061, F.S.

43. MyFloridaMarketPlace Transaction Fee.

The State has instituted MyFloridaMarketPlace, a statewide eProcurement System. Pursuant to section 287.057(22), F.S., all payments shall be assessed a Transaction Fee. The Contractor acknowledges that the Transaction Fee is established each State fiscal year by State law (generally in the implementing bill for the State's General Appropriations Act), and agrees to pay the Transaction Fee required by State law to the State during the term of the Contract, unless exempt pursuant to Rule 60A-1.031, F.A.C. The current Transaction Fee is seven-tenths of one percent (0.7%). For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031, F.A.C. By submission of these reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is nonrefundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

44. Use of State Funds to Purchase or Improve Real Property.

Any State funds provided for the purchase of or improvements to real property are contingent upon the Contractor granting to the State a security interest in the property in the amount of State funds provided for

five (5) years from the date of purchase or the completion of the improvements or as further required by law.

45. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).

In accordance with section 946.515(6), F.S., if the Contractor is a private contract vendor and if a product or service required for the performance of this Contract is certified by or is available from PRIDE and has been approved in accordance with section 946.515(2), F.S., the following statement applies:

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

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

46. Products Available from the Blind or Other Handicapped (RESPECT).

In accordance with section 413.036(3), F.S., if the Contractor is a private contract vendor and if a product or service required for the performance of this Contract is on the procurement list established pursuant to section [413.035](#)(2), F.S., the following statement applies:

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

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

47. Record Retention.

The Contractor shall retain records demonstrating its compliance with the terms of the Contract five (5) years after the expiration of the Contract and all pending matters, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. If the Contractor is required to comply with section 119.0701, F.S., then compliance with the retention of records in accordance with section 119.0701(2)(b)4., F.S., will fulfill the above stated requirement. If the Contractor's record retention requirements terminate prior to the requirements stated herein, the Contractor may meet the Department's record retention requirements for this Contract by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171(8), F.S., and, if applicable, section 119.0701, F.S. The Contractor shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014). See <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>.

DEPARTMENT OF FINANCIAL SERVICES
Statement of Work

Attachment 2

1. Scope of Work.

The Contractor shall provide workers' compensation Medicare set-aside services to the Department.

2. Definitions.

In this Contract, the following terms shall be defined as set forth below:

- a. Business Days – Monday through Friday, inclusive, except for the days State holidays are observed in accordance with section 110.117, Florida Statutes, and emergencies as designated by the Department's Contract Manager.
- b. CMS – Centers for Medicare and Medicaid Services.
- c. Date of Assignment – The date the case assignment is made to the Contractor.
- d. Defense Attorney – The attorney representing the interests of the Division of Risk Management.
- e. Department – The Department of Financial Services, an agency of the state of Florida.
- f. Division – The Department's Division of Risk Management.
- g. Medicare Set-Aside (MSA) – An agreement between Medicare and the Medicare beneficiary to take a portion of a Workers' Compensation (WC) settlement and set those funds aside for all future work-injury-related medical expenses that are covered and would normally be paid by Medicare.
- h. Program – The State of Florida Risk Management Program, which ensures that participating State agencies receive quality workers' compensation, liability, federal civil rights, and property insurance coverage at reasonable rates by providing self-insurance (or purchasing insurance), claims handling, and technical assistance in managing risk.
- i. State – The state of Florida.
- j. Structured Settlement Contractor – A third-party vendor that provides life insurance annuity premium quotes from life insurance companies meeting financial criteria established by the Division.

3. Background.

The Division is responsible for administering the Program, which is established in chapter 284, Florida Statutes (F.S.), and is funded by the State Risk Management Trust Fund. The administration of services for MSA Proposal submissions and approvals by the CMS requires the coordination of activities and information among the Division, Defense Attorney, Structured Settlement Contractor, and the Contractor, to ensure services on assigned cases are provided in a uniform and consistent manner.

4. Services to be Performed by the Contractor.

- a. General Requirements and Services. The Contractor shall meet the requirements and perform the services provided in this Section 4.a., General Requirements and Services, throughout the duration of the Contract.
 - i. The Contractor shall ensure its compliance with all standards imposed on it by the Health Insurance Portability and Accountability Act (HIPAA).

- ii. The Contractor shall cooperate and coordinate with the Department's Structured Settlement Contractor on those cases that the Division contemplates using an annuity to fund the MSA.
 - iii. The Contractor shall continuously monitor and adapt its business practices as necessary to ensure compliance with federal and State statutes, rules, regulations, cases, and administrative cases that update, change, or in any way affect the administration of the Medicare Set-Aside program.
 - iv. The Contractor shall adhere to, and continuously provide the Division with expert consulting services on, Section 111 of the Medicare, Medicaid, and State Children's Health Insurance Program (SCHIP) Extension Act of 2007 (MMSEA) (P.L. 110-173) and the mandatory reporting requirements for the Division in the areas of liability insurance, including self-insurance, no-fault insurance, and workers' compensation. (See 42 U.S.C. § 1395y(b)(8), all rules and regulations promulgated by the CMS and its successors, and judicial interpretations of any statutory or regulatory language.)
 - v. Training. If requested by the Division, the Contractor shall develop curriculum for Medicare Set-Aside training. The Contractor shall submit the curriculum to the Department's Contract Manager within five (5) days of the Division's request for training. The Department's Contract Manager shall review and, if necessary, request revisions to the curriculum, before granting approval for the curriculum. If requested by the Department's Contract Manager, the Contractor shall make any requested revisions to the curriculum within five (5) days. The Contractor shall provide trainings, either in-person or through a virtual platform, for Division employees within five (5) days of receiving approval of the curriculum from the Department's Contract Manager or on a particular date that is mutually agreed upon by the Contractor and the Department's Contract Manager.
 - vi. Monthly Report. The Contractor shall prepare a Monthly Report that details the services provided by the Contractor and attests to the level of services and costs savings provided. The Monthly Report shall also provide an update to the Department of any proposed or newly effective changes in State and Federal legislation or administrative rulemaking that affect or may affect the Division. The Contractor shall submit the Monthly Report to the Department's Contract Manager on the first Business Day of each month.
 - vii. Customer Service. The Contractor shall provide real-time assistance to the Division during the Division's business hours of 8:00 a.m. through 5:00 p.m., Eastern Time, each Business Day.
- b. Case Services. In addition to the requirements provided above, the Contractor shall provide the following case services:
- i. Completion of MSA Proposals. In completing MSA Proposals, the Contractor shall:
 - a. utilize professional staff who are licensed by the appropriate licensing agency in the state where each professional is domiciled to complete the MSA Proposals (these professionals must include Registered Nurses, attorneys, physicians, pharmacists, and other licensed professionals as needed);
 - b. obtain from the Division the required information and documentation needed to complete the MSA Proposal;
 - c. consider and evaluate all aspects of each assignment in the development of the MSA Proposal;

- d. submit the MSA Proposal to the CMS, with a copy to the Division, within thirty (30) days from the Date of Assignment;
 - e. if an MSA Proposal is rejected by the CMS, make necessary changes and resubmit it within twenty (20) days of rejection; and
 - f. obtain CMS approval for the MSA Proposal and provide it to the Division.
- ii. Completion of Expedited MSA Proposals. If requested by the Division, the Contractor shall complete an MSA Proposal on an expedited basis. In completing these MSA Proposals, the Contractor shall:
- a. utilize professional staff who are licensed by the appropriate licensing agency in the state where each professional is domiciled to complete the MSA Proposals (these professionals must include Registered Nurses, attorneys, physicians, pharmacists, and other licensed professionals as needed);
 - b. obtain from the Division the required information and documentation needed to complete the MSA Proposal;
 - c. consider and evaluate all aspects of each assignment in the development of the MSA Proposal;
 - d. submit the MSA Proposal to the CMS, with a copy to the Division, within the expedited timeline requested from the Date of Assignment;
 - e. if an MSA Proposal is rejected by the CMS, make necessary changes and resubmit it within twenty (20) days of rejection; and
 - f. obtain CMS approval for the MSA Proposal and provide it to the Division.
- iii. Consulting Services. If requested by the Division for a particular case, the Contractor shall provide:
- a. Peer Review. The Contractor shall provide Peer Review services for claims in which the appropriateness of medical treatment and plan for future treatment is reviewed by an independent physician, in the same specialty, in order to obtain an objective opinion as to such treatment and plan.
 - b. Medical Field Case Management. The Contractor shall provide Medical Field Case Management services in which a Medical Field Case Manager (MCM) is assigned to the claim in order to communicate with the claimant about treatment, review medical records and attend medical appointments, so as to ensure appropriate medical care that would facilitate claimant's reaching maximum medical improvement and potential return to work.
- c. Optional Services. If requested by the Division, the Contractor shall provide the following optional services:
 [If the Department's negotiator determines that utilizing the Respondent's proposed optional services is in the best interest of the Division, the terms, performance standards, due dates, and financial consequences for optional services will be discussed and finalized during negotiations. If the negotiated Contract does not specify any optional services for provision by the Contractor, this section 4.c., Optional Services, will be deleted.]

5. Deliverables.

The Contractor shall provide the services (deliverables) set forth below to the Department. The performance standards, due dates, and financial consequences provided below apply to the deliverables as indicated below. The performance measures provided below are in addition to the performance measures provided in section 5, Performance Measures, of Attachment 1, Standard Terms and Conditions.

Deliverable	Performance Standards / Due Date	Financial Consequence
Training (as required by Section 4.a.v., Training)	The Contractor shall submit training curriculum to the Division; submit requested revisions to the curriculum, if requested; and provide the requested training by the deadlines set forth in Section 4.a.v., Training, unless a mutually agreeable alternative timeline is established.	<p>\$250.00 for each Business Day:</p> <ol style="list-style-type: none"> 1. beyond five (5) days from the Division's request for training (or the mutually agreed-upon deadline) that the curriculum is not provided to the Department's Contract Manager, or 2. beyond five (5) days from the Division's requested revisions to the curriculum (or the mutually agreed-upon deadline) that the revised curriculum is not provided to the Department's Contract Manager, or 3. beyond the deadline to provide the training until the Contractor provides the training.
Monthly Report (as required by Section 4.a.vi., Monthly Report.)	Acceptance by the Division based on reporting standards to be agreed upon between Contractor and Division. The report is due monthly on the first (1 st) Business Day of each month.	\$250.00 for each Business Day beyond the fifth (5 th) Business Day of the month until the Monthly Report is submitted.
Customer Service (as required by Section 4.a.vii., Customer Service)	The Contractor shall provide real-time assistance during the	\$2,500.00 for each Business Day Customer Service is not available.

	Division's business hours of 8:00 a.m. through 5:00 p.m., Eastern Time, each Business Day.	
Completion of MSA Proposals (as required by Section 4.b.i., Completion of MSA Proposals)	The Contractor's MSA Proposals and their delivery to the Division shall meet the requirements set forth in Section 4.b.i., Completion of MSA Proposals.	<p>\$1,000.00 for each Business Day:</p> <ol style="list-style-type: none"> 1. the initial submission of the MSA Proposal, is submitted beyond thirty (30) days after the Date of Assignment, or 2. beyond twenty (20) days after the date the initial MSA Proposal was rejected that the MSA Proposal is not resubmitted.
Completion of Expedited MSA Proposals (as required by Section 4.b.ii., Completion of Expedited MSA Proposals)	The Contractor's MSA Proposals and their delivery to the Division shall meet the requirements set forth in Section 4.b.ii., Completion of Expedited MSA Proposals.	<p>\$1,000.00 for each Business Day:</p> <ol style="list-style-type: none"> 1. the initial submission of the MSA Proposal is submitted more than five (5) Business Days past the Department's requested expedited date, and the Contractor is unable to prove that it could not have met such date had it used best efforts to do so; and 2. beyond twenty (20) days after the date the initial MSA Proposal was rejected that the MSA Proposal is not resubmitted.

Peer Review (as required by Section 4.b.iii.a., Peer Review)	If requested by the Division, the Contractor shall provide peer review services as required by Section 4.b.iii.a., Peer Review, in a manner that is satisfactory to the Division and by the date requested by the Division, unless a mutually agreeable alternative timeline is established.	If services rendered are not deemed satisfactory to the Division, the Contractor shall re-perform the work needed to provide satisfactory service at no additional cost to the Department.
Medical Field Case Management (as required by Section 4.b.iii.b., Medical Field Case Management)	If requested by the Division, the Contractor shall provide medical field case management services as required by Section 4.b.iii.b., Medical Field Case Management, in a manner satisfactory to the Division and by the date requested by the Division, unless a mutually agreeable alternative timeline is established.	If services rendered are not deemed satisfactory to the Division, the Contractor shall re-perform the work needed to provide satisfactory service at no additional cost to the Department.

6. Payment Provisions.

- a. Compensation. This is a fixed rate contract. The Contractor shall invoice the Department monthly. The Contractor shall be compensated in accordance with Attachment 3, Price Response. The Contractor shall not be compensated for any services not listed in Attachment 3, Price Response; any such services provided to the Department shall be deemed to be provided gratuitously.
- b. Expenses. The Department will not compensate the Contractor for any of its expenses, including travel-related expenses.

DEPARTMENT OF FINANCIAL SERVICES
Price Response

Attachment 3

The Department will only compensate the Contractor as provided below for the services required under the Contract. These rates will apply to all cases, regardless of the complexity of the case, where those services are required and will cover the entire process from the Division of Risk Management’s submission of a case to the Contractor to the Contractor’s receipt of CMS approval for the MSA proposal submitted to CMS by the Contractor. Information regarding the scopes of these services is provided in the Statement of Work (SOW) at the references cited below.

Initial Term						
Services	Year 1	Year 2	Year 3	Year 4	Year 5	Total for Years 1 through 5 (for scoring purposes only)
1. Completion of MSA Proposal (SOW Section 4.b.i.)	\$_____ per case	\$				
2. Completion of Expedited MSA Proposal (SOW Section 4.b.ii.)	\$_____ per case	\$				
3. Consulting Services – Peer Review (SOW Section 4.b.iii.a.)	\$_____ per case	\$				

4. Consulting Services – Medical Field Case Management (SOW Section 4.b.iii.b.)	\$_____ per case	\$				
INITIAL TERM GRAND TOTAL (for scoring purposes only)						\$
Renewal Term						
Services	Year 1	Year 2	Year 3	Year 4	Year 5	Total for Renewal Years 1 through 5 (for scoring purposes only)
1. Completion of MSA Proposal (SOW Section 4.b.i.)	\$_____ per case	\$				
2. Completion of Expedited MSA Proposal (SOW Section 4.b.ii.)	\$_____ per case	\$				
3. Consulting Services – Peer Review (SOW Section 4.b.iii.a.)	\$_____ per case	\$				

4. Consulting Services – Medical Field Case Management (SOW Section 4.b.iii.b.)	\$ _____ per case	\$				
RENEWAL TERM GRAND TOTAL (for scoring purposes only)						\$

OPTIONAL SERVICES (if proposed)
THIS SECTION WILL NOT BE SCORED DURING EVALUATIONS.

Instructions: Provide the Respondent's pricing information for its proposed optional services, if any. See SOW Section 4.c. for more information about optional services.

Initial Term					
Proposed Optional Services (Provide titles for Proposed Optional Service below)	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Renewal Term					
Proposed Optional Services (Provide titles for Proposed Optional Service below)	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

DEPARTMENT OF FINANCIAL SERVICES
Public Records Requirements

Addendum A

1. Public Records Access Requirements.

- a. If the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from public access pursuant to section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

2. Public Records Requirements Applicable to All Contractors.

- a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).
- b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.
- c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number, and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.
- d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.
- e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.

Addendum A

1 of 2

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f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

3. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

If the Contractor is a “contractor” as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.
- c. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.
- d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.

e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT PUBLIC RECORDS AT:**

Telephone: (850) 413-3149
Email: PublicRecordsInquiry@myfloridacfo.com
Mailing Address: The Department of Financial Services
Office of the General Counsel, Public Records
200 E. Gaines Street, Larson Building
Tallahassee, Florida 32399-0311

A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.

DEPARTMENT OF FINANCIAL SERVICES
Data Security Requirements

Addendum B

1. Data Security.

The Contractor, its employees, subcontractors, and agents, shall comply with Rule Chapter 60GG-2, Florida Administrative Code (F.A.C.), which contains information technology (IT) security procedures and requires adherence to the Department's security policies, the relevant parts of which are contained herein, in performance of this Contract. The Contractor shall provide immediate notice to the Department's Information Security Office, within the Office of Information Technology, in the event it becomes aware of any security breach or any unauthorized transmission or loss of any or all of the data collected, created for, or provided by the Department (State Data). Except as required by law or legal process, and after notice to the Department, the Contractor shall not divulge to third parties any Confidential Information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Contract work according to applicable rules, including, but not limited to, Rule Chapter 60GG-2, F.A.C. "Confidential Information" means information in the possession of, or under the control of, the state of Florida (State) or the Contractor that is exempt from public disclosure pursuant to chapter 119, Florida Statutes (F.S.), or to any other applicable provision of State or federal law that serves to exempt information from public disclosure. This includes, but is not limited to, the security procedures, business operations information, or commercial proprietary information in the possession of the State or the Department. The Contractor will not be required to keep confidential any information that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's Confidential Information, or information that is otherwise obtainable under State law as a public record.

2. Data Protection.

No State Data will be transmitted, processed, or stored outside of the United States of America regardless of method, except as required by law. Access to State Data will only be available to staff approved and authorized by the Department that have a legitimate business need. Access to State Data does not include remote support sessions for devices that might contain the State Data; however, during remote support sessions the Department requires the Contractor to escort the remote support access and maintain visibility of the support personnel's actions. The Contractor shall encrypt all data transmissions containing Confidential Information. The Contractor agrees to protect, indemnify, defend, and hold harmless the Department from and against any and all costs, claims, demands, damages, losses, and liabilities arising from or in any way related to the Contractor's breach of this addendum or the negligent acts or omissions of the Contractor related to this addendum.

3. Separate Security Requirements.

Any Criminal Justice Information Services-specific and/or Health Information Portability and Accountability Act-specific security requirements are attached in a separate addendum, if applicable. The Contractor shall develop data security procedures to ensure only authorized access to data submissions by personnel for contracted activities.

4. Ownership of State Data.

State Data will be made available to the Department upon its request, in the form and format reasonably requested by the Department. Title to all State Data will remain property of the Department and/or become property of the Department upon receipt and acceptance. The Contractor shall not possess or assert any lien or other right against or to any State Data in any circumstances.

**DEPARTMENT OF FINANCIAL SERVICES
Evaluator Score Sheet**

Attachment B

1920-01 RCP RM

INSTRUCTIONS

Evaluators will independently score each Respondent's Volume Two: Technical Response that is provided for evaluation by the Point of Contact. Each evaluator should read all Responses before attempting to assign scores to any one Response. Evaluators must score each Respondent being evaluated on a separate score sheet.

NOTE: Throughout the evaluation process, the confidentiality and security of the Responses and the scoring process must be maintained.

EVALUATION CRITERIA

The evaluation of Volume Two: Technical Response will involve scoring the following 2 categories: (1) Experience and Ability and (2) Proposed Solution.

Criteria have been developed for each category and are presented on the score sheet. A score should be assigned to each criterion based on the maximum points available for that criterion as follows:

Assessment	Maximum Points - 20	Maximum Points - 15	Maximum Points - 10
Excellent	18-20	13-15	9-10
Good	14-17	10-12	7-8
Adequate	10-13	7-9	5-6
Poor	6-9	4-6	3-4
Unacceptable	0-5	0-3	0-2

Scoring should reflect the evaluator's independent evaluation of the Respondent's overall response based on each criterion and should consider the Respondent's ability to meet each function, characteristic, performance level, or specification described in the solicitation. A Respondent who exceeds the function, characteristic, performance level, or specification described in the solicitation should receive a higher score than a Respondent who merely meets the function, characteristic, performance level, or specification.

Once the evaluator has completed a score sheet for each Response provided by the Point of Contact, the evaluator must submit the completed score sheets to the Point of Contact.

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Respondent's Name:			
CATEGORY 1 - Experience and Ability (RCP Section 3.1.2(a))			
Criteria for Evaluation	Maximum Points	Section of Request for Contract Proposal (RCP) / Attachment 2, Statement of Work (SOW)	Points Received
1. How well did the Response demonstrate that the Respondent has adequate experience in providing workers' compensation Medicare set-aside services?	20	RCP Section 3.1.2(a)1.; SOW Sections 4-5	
2. How well did the Respondent demonstrate its ability to effectively administer, manage, and support the services sought by this RCP?	20	RCP Sections 3.1.2(a)2.-3.; SOW Sections 4-5	
3. To what extent do the Respondent's current and/or past contracts demonstrate experience in providing the services sought by this RCP?	20	RCP Section 3.1.2(a)4.; SOW Sections 4-5	
CATEGORY 2 – Proposed Solution (RCP Section 3.1.2(b))			
4. How well did the Respondent's description of its staff demonstrate that the Respondent can perform the services sought by this RCP?	20	RCP Section 3.1.2(b)1.; SOW Sections 4-5	
5. How well did the Respondent's description of its policies and procedures demonstrate that they will ensure the privacy of protected health information?	15	RCP Section 3.1.2(b)2.; SOW Section 4.a.i.	
6. How well did the Respondent's description of the minimum information and documentation needed by the Respondent to complete the MSA demonstrate the Respondent's experience and ability to complete MSAs?	15	RCP Section 3.1.2(b)3.; SOW Sections 4-5	

<p>7. How well did the Respondent describe its policies and procedures for:</p> <p>a. calculation and use of rated age; b. calculation of Initial Seed Money; c. drug utilization review, to include only those covered by CMS; d. other considerations deemed necessary to the Respondent?</p>	15	RCP Section 3.1.2(b)4.; SOW Sections 4-5	
<p>8. How well does the Respondent's description of how it will provide expedited service for MSA proposals address the Division's needs?</p>	10	RCP Section 3.1.2(b)5.; SOW Section 4.b.ii.	
<p>9. How well did the Respondent demonstrate that it would be responsive to case assignments and the Division's required timeframes for submission to CMS?</p>	10	RCP Section 3.1.2(b)5.; SOW Sections 4.b.i.	
<p>10. How well did the Respondent describe its process for handling a rejection by CMS?</p>	15	RCP Section 3.1.2(b)6.; SOW Sections 4.b.i.e. and 4.b.ii.e.	
<p>11. How well did the Respondent's description of its guarantees of CMS approval offered by the Respondent and its experience with CMS approval percentage rates demonstrate the Respondent's ability to perform the services sought by this RCP?</p>	15	RCP Section 3.1.2(b)7.; SOW Sections 4-5	
<p>12. How well did the Respondent demonstrate its experience working with Structured Settlement companies?</p>	15	RCP Section 3.1.2(b)8.; SOW Sections 4-5	
<p>13. How well did the Respondent's description of its experience in complying with requirements of Federal and State statutes, rules, regulations, and cases demonstrate the Respondent's ability to assist with the administration of the Medicare Set-Aside Program?</p>	15	RCP Section 3.1.2(b)9.; SOW Sections 4-5	

<p>14. How well did the Respondent describe how it will comply with Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) (P.L. 110-173), including reporting requirements for liability insurance, self-insurance, no-fault insurance, and workers' compensation? (See 42 U.S.C. § 1395y(b)(8), all rules and regulations promulgated by the Center of Medicare and Medicaid Services and its successors, and judicial interpretations of any statutory or regulatory language.)</p>	<p>15</p>	<p>RCP, Section 3.1.2(b)10.; SOW Section 4.a.iv.</p>	
<p>15. How well did the Respondent: a. demonstrate its ability to continuously monitor proposed and existing Florida and Federal legislation and administrative rulemaking that affects or may affect the Division with respect to MSP compliance; and b. demonstrate that it will provide sufficient monthly reports to the Department?</p>	<p>15</p>	<p>RCP Section 3.1.2(b)11.; SOW Sections 4.a.iii. and 4.a.vi.</p>	
<p>16. How well did the Respondent demonstrate its ability to provide customer service during the Division's business hours each Business Day?</p>	<p>15</p>	<p>RCP Section 3.1.2(b)12.; SOW Section 4.a.vii.</p>	
<p>TOTAL POINTS RECEIVED FOR VOLUME TWO: TECHNICAL RESPONSE (250 Points Possible)</p>			

Evaluator Name: _____ **Date:** _____

Evaluator Signature: _____

**DEPARTMENT OF FINANCIAL SERVICES
Mandatory Criteria Certification Form**

Attachment C

This form must be completed by the Respondent's authorized representative. By submitting this form, the Respondent acknowledges that the Department will rely on the representations made on this form in making its decision of selection. If the Department discovers that any of the information on this form is false prior to the selection of the Respondent, the Department will cease any consideration of its Response. If the Department discovers that any information on this form is false after the selection of the Respondent is made, the Department reserves the right to terminate the Contract and the Respondent will be liable for costs associated with re-procuring the services.

1. Does the Respondent certify that the person submitting the Response is authorized to respond to this RCP on the Respondent's behalf?
Yes ___ No ___

2. Does the Respondent certify that its Response (a) discloses the name of any officer, director, employee, or other agent who is also an employee of the State and (b) discloses the name of any State employee who owns, directly or indirectly, and interest of five percent (5%) or more in the Respondent or its affiliates?
Yes ___ No ___

3. Does the Respondent certify that it is not on the Department of Management Services' convicted vendor or discriminatory vendor lists?
Yes ___ No ___

4. Does the Respondent certify that the following statements are true?
 - The Respondent is not currently under suspension or debarment by the state of Florida or any other governmental authority.
 - The Response is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
 - The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed (and will not be disclosed prior to the solicitation opening) to any Respondent or potential Respondent.
 - If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the Department.
 - The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in the Response.
 - All information provided by, and representations made by, the Respondent may be considered material by the Department and may be relied upon by the Department in selecting a Contractor for the Contract. Any misstatement may be treated as fraudulent

concealment from the Department of the true facts relating to submission of the Response. A misrepresentation may be punishable under law, including, but not limited to, chapter 817, F.S.

Yes ___ No ___

5. Certify one and write N/A on the others, or select "no" for each if none can be certified to:

a. Does the Respondent certify that it is registered with the Florida Department of State?

Yes ___ No ___ N/A ___

OR

b. Does the Respondent certify that if it is selected as a Contractor under this procurement, it will register with the Florida Department of State prior to execution of the Contract?

Yes ___ No ___ N/A ___

OR

c. Does the Respondent certify that it is not required to register with the Florida Department of State (see applicable sections of Title XXXVI, Business Organizations, chapters 605 through 623, F.S.)?

Yes ___ No ___ N/A ___

6. Does the Respondent certify that it is not engaged in a boycott of Israel?

Yes ___ No ___

7. Does the Respondent certify that it is not 1) on the Scrutinized Companies with Activities in Sudan List, or 2) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List? *Based on the total submitted on the Price Response, including all renewal years, respond "N/A" if the goods or services to be provided are less than \$1 million.*

Yes ___ No ___ N/A ___

As the person authorized to sign this form, I certify that the representations made above regarding the Respondent are true and accurate.

Dated this _____ day of _____ 2020.

Name of the Respondent: _____

Signature: _____

Printed Name: _____

DEPARTMENT OF FINANCIAL SERVICES
Description of Contract Disputes Form

Attachment D

Definition:

The term “contract disputes” means any circumstance involving the performance or non-performance of a contractual obligation that resulted in any of the following actions:

- Identification by the contract customer that the Respondent was in default or breach of a duty or performance under the contract;
- An issuance of a notice of default or breach;
- The institution of any judicial or quasi-judicial action against the Respondent as a result of the alleged default or defect in performance; or
- The assessment of any fines or direct, consequential, or liquidated damages under such contracts.

Instructions:

The Respondent must report all contract disputes the Respondent (including its affiliates, subcontractors, agents, etc.) has had with any customer within the last two (2) years related to contracts under which the Respondent provided (or provides) commodities and/or services in the United States on an organizational or enterprise level that may impact or has impacted the Respondent’s ability to provide the services described in this procurement.

For each contract dispute, provide the following information:

- Identify the contract to which the dispute related;
- Explain what the dispute related to; and
- Explain whether and how the dispute was resolved.

The Respondent may use additional pages if required.

Select one:

- The Respondent has no contract disputes to report.**
- The Respondent has the following contract dispute(s) to report:**

