# TABLE OF CONTENTS

## SECTION 1. GENERAL CONDITIONS

## SECTION 2. PURPOSE AND GENERAL INFORMATION

2.0 Background  
2.1 Purpose  
2.2 Definitions  
2.3 Issuing Officer  
2.4 Calendar of Events  
2.5 Accessibility for Disabled Persons  
2.6 Respondent Questions

## SECTION 3. SPECIAL CONDITIONS

3.1 Mandatory Requirements  
3.2 Non-Responsive Responses, Non-Responsible Respondents  
3.3 Costs of Developing and Submitting Response: Ownership  
3.4 Addenda  
3.5 Interpretations & Disputes  
3.6 Legal Requirements  
3.7 Conflict of Interest and Disclosure  
3.8 Taxes  
3.9 Response Tenure  
3.10 Non-Exclusive Rights  
3.11 Contract  
3.12 Term of Contract  
3.13 Assignment of the Contract  
3.14 Benefit  
3.15 Copyrighted Material  
3.16 Confidential and/or Trade Secret Privileged Materials  
3.17 Authorization to Conduct Business in the State of Florida  
3.18 Vendor Registration  
3.19 Transaction Fee – MyFloridaMarketPlace  
3.20 State Purchasing Forms  
3.21 Lobbying and Integrity
SECTION 4. CONTRACT TERMS

4.1 Successful Respondent Responsibility
4.2 Termination for Cause
4.3 Termination by Mutual Agreement
4.4 Termination for Convenience
4.5 Successful Respondent’s Responsibilities upon Termination
4.6 Severability
4.7 Default
4.8 Successful Respondent’s Insurance
4.9 Site Rules and Regulations
4.10 Invoices
4.11 Applicable Laws and Rules
4.12 Governor’s Executive Order Number 11-116
4.13 Security Breach Notification
4.14 HIPAA Compliance
4.15 Silence of Specifications
4.16 Public Entity Crimes
4.17 Additions/Deletions
4.18 Governing Law & Venue
4.19 Financial Consequences
4.20 Liability
4.20.1 Employees, Subcontractors and Agents
4.20.2 Security and Confidentiality
4.21 Inspection of Records and Work Performed
4.22 Confidentiality of Recipient Information
4.23 Audits/Monitoring
4.24 Indemnification Pertaining to Certain IP Claims
4.25 Ownership Rights

SECTION 5. SCOPE OF SERVICES

5.1 Background
5.2 MFCU Current Data Mining Process
5.3 Objective/Purpose
5.4 Minimum Vendor Qualifications
5.5 Training
5.6 Project Management
5.7 Implementation Plan Requirements
5.8 Deliverables
5.9 Project Reporting
5.10 Quality Assurance
5.11 Project Staffing
5.12 Subcontracting
SECTION 6. INSTRUCTIONS FOR PREPARING ITN RESPONSE AND MANDATORY DOCUMENTATION

6.1 Copies of ITN Responses and Submittal
6.2 Execution of ITN Package
6.3 Document Delivery
6.4 Withdrawal of ITN Package
6.5 Certified Minority Business Enterprise Participation
6.6 Mandatory Documentation
6.6.1 Format of ITN Technical Response
   6.6.1.1 Transmittal Letter (Tab 1)
   6.6.1.2 Technical Response Requirements (Tab 2)
   6.6.1.3 Table of Contents (Tab 2A)
   6.6.1.4 Executive Summary (Tab 2B)
   6.6.1.5 Organizational Structure and History (Tab 2C)
   6.6.1.6 Respondent/Subcontractor Experience and Qualifications (Tab 2D)
   6.6.1.7 Project Staffing (Tab 2E)
   6.6.1.8 Project Management (Tab 2F)
   6.6.1.9 Project Reporting (Tab 2G)
   6.6.1.10 Quality Assurance (Tab 2H)
   6.6.1.11 Project Training (Tab 2I)
   6.6.1.12 System Requirements (Tab 2J)
   6.6.1.13 Information Technology (Tab 2K)
   6.6.1.14 Respondents’ Demonstrations
6.6.2 Past Performance – Client References & Experience Certification (Attachment D)
6.6.3 Financial Statements
6.6.4 Price Sheet (Attachment A)

SECTION 7. EVALUATION OF RESPONSE TO ITN

7.1 Evaluation of Technical Section
7.2 Evaluation of Price
7.3 Evaluation of Financial Statements

SECTION 8. NEGOTIATION

8.1 Negotiation Process of ITN
8.2 Concurrent Negotiations
8.3 Best Value

Attachment A – Price Sheet
Attachment B – Vendor Information

Attachment C – Past Performance – Client Reference Form

Attachment D – Experience Certification

Attachment E – System Functional Requirements
SECTION 1. GENERAL CONDITIONS

Chapter 287 of the Florida Statutes governs the purchase of personal property and services by a state agency.

SECTION 2. PURPOSE AND GENERAL INFORMATION

2.0 Background

On January 31, 2013, the Office of the Attorney General (OAG) issued a Request for Information (RFI) to determine whether there were qualified vendors interested in providing technology and services to assist the OAG’s Medicaid Fraud Control Unit (MFCU) in preventing and detecting fraud, waste and abuse in Medicaid programs.

The RFI clearly stated that it was not a request for a bid or proposal and no contract would be awarded in response to submissions. The vendors’ responses to the RFI resulted in the development of Invitation to Negotiate 13/14-1 (cancelled) and this Invitation to Negotiate (ITN) 13/14-2 which supercedes and replaces ITN 13/14-1.

The OAG appreciates the interest shown and the responses received to the RFI, but these earlier responses to the RFI will not be considered by the OAG in its consideration of responses to ITN 13/14-2. If a qualified vendor is interested in submitting a proposal, that vendor must timely submit a response to ITN 13/14-2 in accordance with the ITN’s terms and conditions.

2.1 Purpose

This ITN has been issued by the OAG to obtain offers from qualified vendors to provide a 100% Web-based, fully hosted and secure ("private cloud" or "Software as a Service") fraud detection platform. Software as a service (SaaS), is a software delivery model in which software and associated data are centrally hosted on the cloud and accessed by users through a web browser. For the purposes of this ITN, the OAG intends to procure SaaS as a private cloud solution, with the associated controls and security necessary to meet state and federal requirements. The system must provide advanced detection that employs predictive analytics to enhance the MFCU’s data mining investigations.

NOTE: Responses will be considered only from Respondents who are regularly engaged in the relevant service/products business, are financially responsible and who have the necessary equipment and personnel to provide the services and goods required by this contract.
### 2.2 Definitions

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AHCA</strong></td>
<td>Agency for Health Care Administration</td>
</tr>
<tr>
<td><strong>CONTRACT</strong></td>
<td>A written agreement between two or more parties and is enforceable by law.</td>
</tr>
<tr>
<td><strong>CONTRACTOR</strong></td>
<td>The Respondent(s) with whom the State executes a contract or purchase order to provide the required commodities or services. Contractor used herein can mean one or more Contractors.</td>
</tr>
<tr>
<td><strong>CMS</strong></td>
<td>Centers for Medicare and Medicaid Services</td>
</tr>
<tr>
<td><strong>DAY</strong></td>
<td>A calendar day.</td>
</tr>
<tr>
<td><strong>DSS</strong></td>
<td>Decision Support System</td>
</tr>
<tr>
<td><strong>FRAUD</strong></td>
<td>An intentional deception or misrepresentation made by a person with the knowledge that the deception results in unauthorized benefit to herself or himself or another person. The term includes any act that constitutes fraud under applicable federal or state law.</td>
</tr>
<tr>
<td><strong>HHS</strong></td>
<td>US Department of Health and Human Services</td>
</tr>
<tr>
<td><strong>HIPAA</strong></td>
<td>Health Information Portability and Accountability Act of 1996</td>
</tr>
<tr>
<td><strong>MFCU</strong></td>
<td>Medicaid Control Fraud Unit</td>
</tr>
<tr>
<td><strong>MMIS</strong></td>
<td>Medicaid Management Information Systems</td>
</tr>
<tr>
<td><strong>NUMBER OF VERBS OR NOUNS</strong></td>
<td>Throughout this ITN, the singular may be read as the plural and the plural as the singular.</td>
</tr>
<tr>
<td><strong>OAG</strong></td>
<td>OAG shall be synonymous with the Florida Department of Legal Affairs, also known as the Florida Office of the Attorney General.</td>
</tr>
<tr>
<td><strong>PHI</strong></td>
<td>Personal health information</td>
</tr>
<tr>
<td><strong>PRIVATE CLOUD</strong></td>
<td>Cloud computing is the use of computing resources (hardware and software) which are available in a remote location and accessible over a network (typically the Internet). Private cloud is cloud infrastructure operated solely for a single organization.</td>
</tr>
<tr>
<td><strong>PUBLIC ENTITY CRIMES</strong></td>
<td>As defined in paragraph 287.133(l)(g), Florida Statutes, &quot;public entity crime” means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.</td>
</tr>
<tr>
<td><strong>RESPONSE</strong></td>
<td>All information and materials submitted by a Respondent in response to this ITN.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>----------------------</td>
<td>--------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>RESPONDENT</td>
<td>Any firm or person who submits a response to the OAG in response to this ITN.</td>
</tr>
<tr>
<td>SaaS</td>
<td>Software as a Service</td>
</tr>
<tr>
<td>STATE</td>
<td>State shall be synonymous with the State of Florida and its various agencies and other government bodies politic.</td>
</tr>
<tr>
<td>SUBCONTRACTOR</td>
<td>Any person other than an employee of Respondent who performs any services listed in this ITN for compensation.</td>
</tr>
<tr>
<td>SUCCESSFUL RESPONDENT</td>
<td>The Respondent(s) with whom the State executes a contract or purchase order to provide the required commodities or services. Contractor used herein can mean one or more Contractors.</td>
</tr>
<tr>
<td>VALID RESPONSE</td>
<td>A responsive offer in full compliance with the invitation to negotiate specifications and conditions by a responsible person or firm. The responsiveness of a response shall be determined based on the documents submitted with the response. The responsiveness of the response and the qualifications or responsibility of the Respondent will be determined as of the time the response is publicly opened.</td>
</tr>
<tr>
<td>VENDOR</td>
<td>Any firm or person who submits a response to the OAG in response to this ITN.</td>
</tr>
</tbody>
</table>

### 2.3 Issuing Officer

All questions and requests for clarification, with the exception of scheduled conferences and meetings with the OAG’s negotiating team, should be directed in writing to:

Hallie Coombs  
General Services Administrator  
Florida Attorney General’s Office  
PL-01, The Capitol  
Tallahassee, Florida 32399-1050
### 2.4 Calendar of Events

The following time schedule will be strictly adhered to in all actions relative to the ITN, unless modified by the OAG by addendum to this ITN.

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Date of the Invitation to Negotiate (ITN)</td>
<td>July 19, 2013</td>
</tr>
<tr>
<td>Posted to DMS Vendor Bid System (VBS)</td>
<td></td>
</tr>
<tr>
<td>All questions and/or proposed changes to the ITN must be submitted to</td>
<td>July 29, 2013</td>
</tr>
<tr>
<td>the issuing officer by <strong>5:00 P.M., Eastern Daylight Time (EDT)</strong> (may</td>
<td></td>
</tr>
<tr>
<td>be submitted earlier)</td>
<td></td>
</tr>
<tr>
<td>Response to questions posted to VBS, to include Addendum, if necessary</td>
<td>August 13, 2013</td>
</tr>
<tr>
<td>Respondents' ITN Packages are due and must be received at the Office</td>
<td>August 22, 2013</td>
</tr>
<tr>
<td>of the Attorney General Office of Purchasing, Collins Building, 107</td>
<td></td>
</tr>
<tr>
<td>West Gaines Street, Room 158A, Tallahassee, Florida 32399-1050, no</td>
<td></td>
</tr>
<tr>
<td>later than <strong>2:30 P.M., EDT</strong>. Responses must be addressed to the</td>
<td></td>
</tr>
<tr>
<td>Issuing Officer as specified in Section 2.3</td>
<td></td>
</tr>
<tr>
<td>*All timely received responses will be opened by OAG starting at</td>
<td>August 22, 2013</td>
</tr>
<tr>
<td><strong>2:30 P.M. EDT</strong> or soon thereafter at the Collins Building, Room138,</td>
<td></td>
</tr>
<tr>
<td>107 W. Gaines St., Tallahassee, Florida. The public may attend the</td>
<td></td>
</tr>
<tr>
<td>opening but may not review any responses submitted until they</td>
<td></td>
</tr>
<tr>
<td>become public records in accordance with Section 119.07, Florida</td>
<td></td>
</tr>
<tr>
<td>Statutes. The names of Respondents and the names of firms submitting</td>
<td></td>
</tr>
<tr>
<td>&quot;no response&quot; responses will be read aloud</td>
<td></td>
</tr>
<tr>
<td>Posting to the VBS of the notice of a maximum of eight (8) highest</td>
<td>September 17, 2013</td>
</tr>
<tr>
<td>ranked qualified Respondents selected for Phase II Evaluation</td>
<td></td>
</tr>
<tr>
<td>Phase II Evaluations Respondents’ Demonstrations</td>
<td>September 30-October 4, 2013</td>
</tr>
<tr>
<td>Posting to the VBS of the notice of a maximum of four (4) highest</td>
<td>October 15, 2013</td>
</tr>
<tr>
<td>ranked qualified Respondents for negotiation</td>
<td></td>
</tr>
<tr>
<td>Start of negotiations with selected Respondents</td>
<td>October 28, 2013</td>
</tr>
<tr>
<td>Final and best offers (FABO’s) to be submitted in writing at the</td>
<td>November 15, 2013</td>
</tr>
<tr>
<td>conclusion of negotiations, no later than <strong>5:00 P.M. EST.</strong> FABO’s</td>
<td></td>
</tr>
<tr>
<td>with original signature must be received by <strong>5:00 P.M. EST,</strong> November</td>
<td></td>
</tr>
<tr>
<td>15, 2013</td>
<td></td>
</tr>
<tr>
<td>*There will be a public meeting for the purpose of evaluating final</td>
<td>November 20, 2013</td>
</tr>
<tr>
<td>offers and making a determination of the</td>
<td></td>
</tr>
</tbody>
</table>
best value offer at 1:30 P.M. EST, in Room 163, of the Collins Building, 107 West Gaines St., Tallahassee, Florida

| Posting on the VBS of the OAG Notice of Intent to Award | December 3, 2013 |
| Contract executed between OAG and ITN Respondent with a contract effective date of January 1, 2014 | December 31, 2013 |

*All vendors are hereby notified that the meetings noted with an asterisk above (*) are public meetings open to the public and may be electronically recorded by any member of the audience. Although the public is invited, no comments or questions will be taken from the vendors or other members of the public.

2.5 Accessibility for Disabled Persons

If a special accommodation is needed, please advise no later than five working days prior to the event. Contact the Issuing Officer in Section 2.3.

2.6 Respondent Questions

The OAG will receive all questions pertaining to this ITN no later than the date and time specified for written inquires in Section 2.4, Calendar of Events. All inquiries must be made in writing by email to the Issuing Officer identified in Section 2.3. No telephone inquiries will be accepted. The OAG reserves the right to consider questions received after the submission deadline on a case-by-case basis. If the OAG, in its sole discretion, determines that all prospective Respondents would benefit from a response, an addendum to this ITN will be issued and posted to the Vendor Bid System.

SECTION 3. SPECIAL CONDITIONS

3.1 Mandatory Requirements

The OAG has established certain mandatory requirements which must be included as part of any response. The use of the terms "shall", "must", or "will" (except to indicate simple futurity) in this ITN indicates a mandatory requirement or condition from which a material deviation may not be waived by the state. A deviation is material if, in the OAG’s sole discretion, the deficient response is not in substantial accord with the ITN requirements, provides an advantage to one (1) Respondent over another, or has a potentially significant effect on the quality of the response or on the cost to the state. Material deviations cannot be waived. The words "should" or "may" in this ITN indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not in itself cause rejection of a response.

In addition to the foregoing, the successful Respondent must meet all security requirements of all governmental agencies whose databases are accessed as part of
the scope of work. At the present time, these agencies include, but are not limited to
the agencies listed in the table provided in Section 5.3 of this ITN.

3.2 Non-Responsive Responses, Non-Responsible Respondents

Responses which do not meet all mandatory and material requirements of this ITN or
which fail to provide all required information, documents, or materials will be rejected
as non-responsive. Material requirements of the ITN are those set forth as mandatory
or without which an adequate analysis and comparison of responses are impossible,
or those which affect the competitiveness of responses or the cost to 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 the contract may be rejected as non-responsive. The OAG reserves the right to
determine which responses meet the material requirements of the ITN, and which
Respondents are responsible. See also the Exception in Section 3.1, Mandatory
Requirements.

3.3 Costs of Developing and Submitting Response: Ownership

Neither the OAG nor the State of Florida is liable for any costs incurred by a
Respondent in preparing and submitting a response. All responses become the
property of the OAG upon receipt and will not be returned to the Respondents once
opened. The OAG shall have the right to use any and all ideas or adaptations of
ideas contained in any response received in response to this ITN. Selection or
rejection of the response will not affect this right.

3.4 Addenda

Any and all addenda to this ITN will be issued in writing and will be posted on the
Florida Vendor Bid System (VBS) at:

http://vbs.dms.state.fl.us/vbs/search.criteria_form

Receipt of addenda must be completed and included in the Respondent’s ITN
response.

3.5 Interpretations & Disputes

Pursuant to section 287.042(2)(c), Florida Statutes, any person who files an action
protesting a decision or intended decision pertaining to contracts administered by an
agency pursuant to s. 120.57(3)(b) shall post with the agency at the time of filing the
formal written protest a bond payable to the agency in the amount equal to one (1)
percent of the estimated contract amount.

In lieu of a bond, the OAG may, in either case, accept a cashier’s check or money
order in the amount of the bond. Failure to file notice of protest within the time
prescribed in section 120.57(3), Florida Statutes or failure to post the bond or
other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Any protest filed must be served upon the Clerk of OAG Proceedings, Collins Building, 107 West Gaines Street, Suite 428B, Tallahassee, Florida, 32301. NOTE: Hand delivered Notice of Intent to Protest or delivery of a bond should be made at the Bloxham Street entrance to the Collins Building. Express overnight deliveries (UPS, FedEx or USPS Express) should be addressed as listed herein. The times of office operation for receipt of a notice of intent to protest and/or formal petition and bond are 8:00 A.M. to 4:30 P.M. local time Monday through Friday.

3.6 Legal Requirements

Applicable provisions of all federal, state, county and local laws and administrative procedures, regulations, or rules shall govern the development, submittal and evaluation of all responses received in response hereto and shall govern any and all claims and disputes which may arise between persons submitting a response hereto and the OAG. Lack of knowledge of the law or applicable administrative procedures, regulations or rules by any Respondent shall not constitute a cognizable defense against their effect.

3.7 Conflict of Interest and Disclosure

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their responses whether any officer, director, employee or agent is also an officer or an employee of the OAG, the State of Florida, or any of its agencies. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the OAG, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the OAG in connection with this procurement.

3.8 Taxes

The OAG is generally exempt from all federal, state and local taxes and no such taxes shall be included in the price of the contract. The OAG shall have no responsibility for the payment of taxes which become payable by successful Respondent or its subcontractors in performance of the contract.

3.9 Response Tenure

All responses are binding for one hundred eighty (180) days following the response opening date.
3.10 Non-Exclusive Rights

The right to provide the commodities and services which will be granted under the contract shall not be exclusive. The OAG reserves the right to contract for and purchase commodities and services from as many firms as it deems necessary without infringing upon or terminating the contract.

3.11 Contract

The contract between the OAG and the successful Respondent (Contractor) shall incorporate this ITN, any addenda to this ITN, and the Respondent’s (Contractor) response. In the event of a conflict in language among any of the documents referenced herein, the provisions and requirements of the contract shall govern.

3.12 Term of Contract

The contract shall be in effect for an initial period of three (3) years, beginning January 1, 2014 through December 31, 2016, unless terminated earlier under the terms provided herein, contingent upon appropriation by the Florida Legislature and approval and funding by the Federal Government. Note: At this time, funding in the amount of $200,000 has been appropriated by the Florida Legislature through June 30, 2014 only and a funding commitment by the United States Department of Health and Human Services (HHS) in the amount of $600,000 is expected to occur in or about September, 2013.

The total budget for year number one (1) of the contract is expected to be $800,000.00 or less. Any response containing a cost component in excess of this amount for the first (1st) year will be declared non-responsive and will not be considered further. The OAG expects years 2 and 3 of the contract to be costs associated primarily with maintenance, support, hosting, requested change orders, and possibly additional training.

If at any time a contract entered under this ITN is subsequently canceled, terminated, or expires, and a contract is subsequently executed with a firm other than the successful Respondent, the successful Respondent has the affirmative obligation to assist in the smooth transition of contract services to the subsequent Contractor.

An award of this contract is also contingent upon Memoranda of Understanding being entered into by OAG and all other governmental entities whose databases may be accessed as part of the scope of services to be provided including but not limited to the agencies listed in the table at the end of Section 5.3 of this ITN.

3.13 Assignment of the Contract

A contract awarded pursuant to this ITN is not assignable except with the prior
written approval of the OAG. Monies which become due thereunder are not assignable except with the prior written approval of the OAG and the concurrence of the Chief Financial Officer of the State of Florida. In the event of such approval, the terms and conditions hereof shall apply to and bind the party or parties to whom a contract is assigned as fully and completely as the successful Respondent is thereunder bound and obligated. No assignment, if any, shall operate to release the successful Respondent from its liability for the prompt and effective performance of its obligations under a contract.

3.14 Benefit

The contract awarded pursuant to this ITN is for the benefit of the OAG and the successful Respondent and not for the benefit of any third party or person.

3.15 Copyrighted Material

Copyrighted material will be accepted as part of a technical response only if accompanied by a waiver that will allow the OAG to make paper and electronic copies necessary for the use of OAG staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes.

3.16 Confidential and/or Trade Secret Privileged Materials

Sealed bids, responses or replies received by an agency pursuant to a competitive solicitation are exempt from Section 119.07(1), Florida Statutes and Section 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, responses or final replies, whichever is earlier. Sec. 119.071, Florida Statutes.

The Respondent must include any materials it asserts to be exempt from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled Attachment to Invitation to Negotiate Number OAG ITN 13/14-2 - Confidential Material. The Respondent must identify the specific statute that authorizes exemption from the Public Records Law. Any claim of confidentiality of materials the Respondent asserts to be exempt from public disclosure and placed elsewhere in the response will be considered waived by the Respondent upon submission, effective after opening.

In the event of a public records or other disclosure request pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other legal authority, to which documents submitted in a separate bound document in accordance with the above-paragraph and marked confidential or trade secret privileged, may otherwise be responsive, the OAG may, in its discretion, decline to provide the documents to the requestor or provide redacted copies of the documents to the requestor. If the requestor subsequently asserts entitlement to non-redacted copies of the documents on grounds the documents are not confidential or trade secret privileged, or if the
OAG becomes subject to a demand for discovery or disclosure of such documents pursuant to legal process, the OAG will promptly notify the Respondent, who shall either relinquish its claims of confidentiality or trade-secret protection, or, without cost to the OAG, fully cooperate with the OAG and immediately take all steps necessary to demonstrate to the satisfaction of the requestor or the appropriate court of law that the documents are properly characterized as confidential or trade secret privileged and not subject to discovery or disclosure under Florida law.

3.17 Authorization to Conduct Business in the State of Florida

If the Respondent is required to be licensed by the Department of Business and Professional Regulation, all necessary licenses should be obtained by the response due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For licensing information contact:

Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399-0797
(850)487-1395

The successful Respondent shall be registered with the Florida Department of State as an entity authorized to transact business in the State of Florida by the effective date of the resulting Contract.

3.18 Vendor Registration

Any Respondent that is subject to an award under the ITN must be registered with the State of Florida at MyFloridaMarketPlace.com. On-line registration can be completed at:

https://vendor.myfloridamarketplace.com

Respondents requiring registration assistance may contact the Vendor Help Desk at 1-866-352-3776 or contact the Vendor Help Desk at vendorhelp@myflorida.com

3.19 Transaction Fee – MyFloridaMarketPlace

This competitive solicitation is subject to the MyFloridaMarketPlace Transaction Fee, pursuant to Rule 60A-1.031, Florida Administrative Code, which can be accessed at:

https://vendor.myfloridamarketplace.com

A copy of the transactions fee form (PUR 3776) can be accessed at:


3.20 State Purchasing Forms
This ITN is subject to the additional terms and conditions enumerated on State Purchasing Forms PUR 1000 and PUR 1001, incorporated by reference. Prospective Respondents are hereby advised that when the terms and conditions in PUR 1000 or PUR 1001 conflict with the general conditions or other attachments for this solicitation, the OAG's general conditions and/or attachments will prevail. The State forms can be accessed at the links below:

PUR Form 1000:  
[http://www.dms.myflorida.com/media/purchasing/pur_forms/1000_pdf](http://www.dms.myflorida.com/media/purchasing/pur_forms/1000_pdf) 

PUR Form 1001:  
[http://www.dms.myflorida.com/media/purchasing/pur_forms/1001_pdf](http://www.dms.myflorida.com/media/purchasing/pur_forms/1001_pdf)

### 3.21 Lobbying and Integrity

Respondents shall ensure compliance with Sections 11.062 and 216.347, Florida Statutes. The Respondent 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 de-minimus 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 OAG’s Inspector General, or other authorized State official, the Respondent shall provide any type of information the Inspector General deems relevant to the Respondent integrity or responsibility. Such information may include, but shall not be limited to, the Respondents’ business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Respondent shall retain such records for the longer of (1) three years after the submission of responses or expiration of the Contract, or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:  

[http://dlis.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm](http://dlis.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm)

The Respondent 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 Respondent compliance with the terms of this or any other agreement between the Respondent and the State which results in the discipline or disqualification of the Respondent. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.
SECTION 4. CONTRACT TERMS

The following terms and conditions will be included within the contract resulting from the award of this ITN.

4.1 Successful Respondent Responsibility

The OAG will consider the successful Respondent to be the sole point of contact with regard to contractual matters. The successful Respondent will assume sole responsibility for providing the commodities and services offered in its response whether or not the successful Respondent is the provider of said commodities and services or any component.

4.2 Termination for Cause

The OAG reserves the right to immediately terminate the contract by providing written notice to the Contractor/Respondent if the OAG determines any of the following have occurred:

a. The successful Respondent knowingly furnished any statement, representation, warranty or certification in connection with the ITN or the contract, which representation is materially false, deceptive, incorrect, or incomplete.

b. The successful Respondent fails to perform to the OAG's satisfaction any material requirement of the contract or defaults in performance of the contract.

c. The performance of the contract is substantially endangered by the action or inaction of the successful Respondent, or such occurrence can be reasonably anticipated.

Should the OAG give notice of termination for reasons in sub-paragraphs (b) and/or (c) above, successful Respondent shall have ten (10) calendar days, or as specified by the notice, after receipt of said notice to remedy the failures or problems. If the successful Respondent fails to so remedy, the OAG may order the successful Respondent to cease all work. If the contract is terminated for cause or unilaterally canceled by the OAG, the OAG shall be obligated only for the goods and services actually delivered and accepted prior to the date of notice of termination, less any liquidated damages or other damages that may be assessed for non-performance.

4.3 Termination by Mutual Agreement

With the mutual agreement of both parties, the contract or any part of the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.
4.4 Termination for Convenience

The OAG reserves the right to terminate the contract or any part of the contract at its convenience. The OAG shall incur no liability for materials or services not yet performed if it terminates for convenience. If the OAG terminates for convenience after an order for materials or services has been placed, the successful Respondent shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as properly documented expenses necessarily incurred in the performance of work up to time of termination.

4.5 Successful Respondent’s Responsibilities Upon Termination

After receipt of a Notice of Termination, and except as otherwise specified by the OAG, the successful Respondent shall:

a. Stop work under this contract on the date, and to the extent specified, in the notice;

b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this contract that is not terminated;

c. Complete performance of such part of the work as shall not have been terminated by the OAG;

d. Take such action as may be necessary, or as the OAG may specify, to preserve and/or dispose of all data appropriately, including destruction or disposal per federal and state standards (HIPAA, DoD, FAC 71-A) for all confidential data including but not limited to Personal Health Information (PHI); and

e. Take such action as may be necessary, or as the OAG may specify, to preserve and deliver to the OAG all stored reports and research related to this contract which is in the possession or control of the successful Respondent. This includes assisting with a smooth transition of any information, configuration, saved reports, calculated data, etc.

4.6 Severability

It is understood and agreed by the parties hereto, that if any part, term or provision of the contract is held by a court of law to be invalid or unenforceable, the validity or enforceability of the remaining portions or provisions shall not be affected, and the right and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.
4.7 Default

Failure of the successful Respondent to perform according to the contract shall be cause for the successful Respondent to be found in default. In the event of default, any and all procurement costs, along with any other remedies provided in the ITN, contract and/or by rule or law, may be charged against the successful Respondent.

4.8 Successful Respondent’s Insurance

During the contract term, the successful Respondent at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the contract. Providing and maintaining adequate insurance coverage is a material obligation of the successful Respondent. Upon request, the successful Respondent shall provide a certificate of insurance. The limits of coverage under each policy maintained by the successful Respondent shall not be interpreted as limiting the successful Respondent’s liability and obligations under the contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

4.9 Site Rules and Regulations

The successful Respondent shall use its best efforts to assure that its employees and agents, while on any State, County or Agent premises, shall comply with the rules and regulations applicable to that site.

4.10 Invoices

The successful Respondent shall submit monthly itemized (by user and service) invoices to the attention of the OAG’s appointed contract manager. Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

The OAG’s contract manager or his or her successor shall be responsible for enforcing performance of the contract terms and conditions and he or she shall serve as liaison with the successful Respondent and shall approve all invoice prices for payment.

4.11 Applicable Laws and Rules

The successful Respondent shall comply with all laws, regulations, and directives issued by any public health agency pertaining to the Worker’s Compensation Act and shall conduct said operation in a safe and efficient manner.

The successful Respondent is responsible for complying with any applicable local, state or national codes and/or ordinances.
All necessary permits and licenses shall be the responsibility of the successful Respondent.

4.12 Governor’s Executive Order Number 11-116

Pursuant to the Office of the Governor Executive Order Number 11-116, contractors shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and include in any subcontracts an express requirement that subcontractors performing work or providing services pursuant to the state contract shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

4.13 Security Breach Notification

The successful Respondent agrees to comply with all applicable laws, including Section 817.5681, Florida Statutes, requiring the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the successful Respondent’s security obligations, or other event requiring notification under applicable law, the successful Respondent agrees to:

i. Notify the OAG by telephone and e-mail of such an event within 48 hours of discovery, and
ii. Assume responsibility for informing all such individuals in accordance with applicable law, and
iii. Indemnify, hold harmless and defend the OAG from and against any claims, damages, or other harm related to such unauthorized release and notification.

4.14 HIPAA Compliance

The successful Respondent must ensure it meets all federal and state regulations regarding standards for privacy and individually identifiable health information as identified in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and Florida Statutes.

HIPAA requires, among other things, that the confidentiality of Personal Health Information (PHI) is ensured. This includes physical and logical security of data, encryption of data in transit, proper disposal and destruction of data on any media (electronic or hardcopy), and release of data only to authorized recipients.

4.15 Silence of Specifications

Any perceived silence in the ITN specifications shall not be interpreted as any intended limitation upon the objective and purpose of the procurement as defined in
this ITN. The OAG requires the Respondents to propose a high quality and comprehensive data mining solution based on best practices.

4.16 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

4.17 Additions/Deletions

During the term of the contract resulting from the ITN, the State shall have the right to add or delete services or products upon mutual written agreement of both parties.

4.18 Governing Law & Venue

The contract is entered into in the State of Florida, and shall be construed, performed, and enforced in accordance with the laws and rules of the State of Florida. If any term or provision of the contract is found by a court of law to be invalid or unenforceable, such term or provision shall be deemed stricken and the remainder of the contract shall remain in full force and effect. Any and all litigation arising under this contract shall be instituted in the appropriate court in Leon County, Florida.

4.19 Financial Consequences

Pursuant to Section 287.058(1)(h), Florida Statutes, the OAG will specify financial consequences that will apply if the successful Respondent fails to perform in accordance with the contract.
4.20 Liability

The OAG will not assume any liability for the acts, omissions to act, or negligence of the successful Respondent, its agents, servants, subcontractors or employees. The successful Respondent shall assume all liability for its own acts, omissions to act, or negligence of its agents, servants, subcontractors, or employees. In addition, the successful Respondent agrees to be responsible for any injury or property damage resulting from any activities conducted by the successful Respondent, its agents, servants, subcontractors, or employees. Neither the OAG nor any agency or subdivision of the State of Florida waives any defense or sovereign immunity, or increases the limits of its liability, upon entering into any contractual arrangement resulting from this ITN.

4.20.1 Employees, Subcontractors and Agents

The successful Respondent’s employees, subcontractors, or agents performing work under the contract shall be properly trained technicians. Upon request, the successful Respondent shall furnish a copy of the technical certifications or other proof of qualifications of its project personnel. All employees, subcontractors, or agents performing work under the contract must comply with all security and administrative requirements of the OAG and shall comply with all controlling laws and regulations relevant to the services being provided under the contract. The State may conduct, and the successful Respondent shall cooperate in, a security background check or otherwise assess any employee, subcontractor or agent. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, issues pertaining to technical or training qualifications, quality of work, change in security status or non-compliance with OAG’s security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the contract. The State may reject and bar from any facility for cause any of the successful Respondent’s employees, subcontractors, or agents.

4.20.2 Security and Confidentiality

The successful Respondent shall comply fully with all security procedures of the United States, State of Florida, OAG, AHCA and any other holders of restricted databases that are or become the subject of this contract. The successful Respondent shall not divulge to third parties any confidential, sensitive or operational information obtained by the successful Respondent or its subcontractors, officers or employees in the course of performing contract work. However, the successful Respondent shall not be required to keep confidential information or material that is made publicly available through no fault of the successful Respondent, material that the successful Respondent developed independently without relying on the State’s or
OAG’s confidential information, or material that is otherwise obtainable under State law as a public record. The warranties of this paragraph shall survive the contract.

a. **Network Security:** The successful Respondent agrees at all times to maintain network security that includes, at a minimum: network firewall provisioning, intrusion detection, and third-party vulnerability assessments. Likewise, the successful Respondent agrees to maintain network security that conforms to generally recognized industry standards and best practices.

b. **Application Security:** The successful Respondent agrees at all times to provide, maintain and support its application software and subsequent updates, upgrades, and bug fixes such that the application software is, and remains secure from those vulnerabilities as described in:

i. The Open Web Application Security Project’s (OW ASP) “Top Ten Project” – see [http://www.owasp.org](http://www.owasp.org), or


iii. Other generally recognized and comparable industry practices or standards.

c. **Data Security:** The successful Respondent will preserve the confidentiality, integrity and accessibility of the OAG data with administrative, technical and physical measures that conform to generally recognized industry standards (see “Industry Standards” in section 5.13e of this ITN) and best practices that the successful Respondent then applies to its own processing environment. Maintenance of a secure processing environment includes but is not limited to the timely application of patches, fixes and updates to operating systems and applications as provided by the successful Respondent or source support.

d. **Data Storage:** The successful Respondent agrees that any and all OAG data will be stored, processed, and maintained solely on designated target servers and that no OAG data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that device or storage medium is in use as part of the successful Respondent’s designated backup and recovery processes, with enabled audit tracking functionality and encryption.

e. **Data Transmission:** The successful Respondent agrees that any and all electronic transmission or exchange of system and application data with OAG and/or any other parties expressly designated by the OAG shall take place via secure means (using HTTPS or SFTP or equivalent) and solely in accordance with “Data Re-Use” below.

f. **Data Encryption:** During the life of the project the successful Respondent will store all OAG backup data as part of its designated backup and recovery processes in encrypted form, using a commercially supported encryption solution. The successful Respondent further agrees that any and all OAG data defined as personally
identifiable information under current legislation or regulations stored on any portable or laptop computing device or any portable storage medium is likewise encrypted. Encryption solutions will be deployed with no less than a 128-bit key for symmetric encryption and a 1024 (or larger) bit key length for asymmetric encryption.

g. Data Re-Use: The successful Respondent agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in this ITN and subsequent contract. Data shall not be distributed, repurposed or shared across other applications, environments, or business units. The successful Respondent further agrees that no OAG data of any kind shall be transmitted, exchanged or otherwise passed to any person or entity unless and except as specifically directed by the OAG.

h. Secure, Protection and Handling of Data: The successful Respondent understands and agrees that data that is the subject of this ITN and subsequent contract contains confidential information that may pertain to criminal proceedings that is strictly protected from disclosure under State and Federal law, and/or by court order, as well as otherwise confidential and privileged data. The successful Respondent shall exercise due diligence to prevent access or disclosure to unauthorized individuals or entities.

i. Data Handling at Conclusion of Agreement: The successful Respondent agrees that within seven days of termination of the contract or completion of the project, or within seven days of any request by the OAG, the successful Respondent shall erase, destroy, and render unrecoverable all OAG data, and certify in writing that these actions have been completed. At a minimum, destruction of data activities are to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization – see http:csric.nist.gov/.

4.21 Inspection of Records and Work Performed

The State and its authorized representatives shall, at all reasonable times, have the right to enter the successful vendor’s premises, or other places where duties under the resulting contract are performed. All inspections and evaluations shall be performed in such a manner as not to unduly delay work. The successful Respondent shall retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under the resulting contract for a period of five (5) years after termination of the resulting contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. Refusal by the successful Respondent to allow access to all records, documents, papers, letters, other materials or on-site activities related to resulting contract performance shall constitute a breach of the resulting contract. The right of the State and its authorized representatives to perform inspections shall continue for as long as the successful Respondent is
required to maintain records. The successful Respondent will be responsible for all storage fees associated with the records maintained under the resulting contract. The successful Respondent is also responsible for the shredding of records that meet the retention schedule noted above.

Failure to retain records as required may result in cancellation of the resulting contract. The OAG shall provide the successful Respondent advance notice of cancellation pursuant to this provision and shall pay the successful Respondent only those amounts that are earned prior to the date of cancellation in accordance with the terms and conditions of the resulting contract. Performance by the OAG of any of its obligations under a contract awarded pursuant to this ITN shall be subject to the successful Respondent’s compliance with this provision.

4.22 Confidentiality of Recipient Information

All personally identifiable recipient information obtained by the successful Respondent shall be treated as privileged and confidential information and shall be used only as authorized for purposes directly related to the administration of the resulting contract. The successful Respondent must have a process that specifies that information remains confidential and is used for the Respondent’s responsibilities under the contract resulting from this ITN, and is exchanged only for the purpose of conducting a review or other duties outlined in the resulting contract.

Any information received by the successful Respondent can be shared only with those agencies that have legal authority to receive such information and cannot be otherwise transmitted for any purpose other than those for which the successful Respondent is retained by the OAG. The successful Respondent must have in place written confidentiality policies and procedures to ensure confidentiality and to comply with all federal and state laws (including the Health Insurance Portability and Accountability Act (HIPAA) of 1996 governing confidentiality, including electronic treatment records, facsimile mail, and electronic mail.

The successful Respondent’s subcontracts must explicitly state expectations about the confidentiality of information, and the subcontractor is held to the same confidentiality requirements as the successful Respondent. If Medicaid provider-specific data is released to the public, the successful Respondent shall have policies and procedures for exercising due care in compiling and releasing such data that addresses statutory protections of quality assurance and confidentiality while assuring that open records requirements of Chapter 119, Florida Statues, are met. Any releases of information to the media, the public, or other entities require prior approval from the OAG.

4.23 Audits/Monitoring

The OAG Inspector General, Chief Financial Officer, Auditor General or AHCA Inspector General may conduct, or have conducted, performance and/or compliance
reviews, of specific records or other data as determined by the OAG. The OAG may conduct a review of a sample of analyses performed by the successful Respondent to verify the quality of the successful Respondent’s analyses. Reasonable notice shall be provided for reviews conducted at the successful Respondent’s place of business. Reviews may include, but shall not be limited to, reviews of procedures, computer systems, recipient records, accounting records and internal quality control reviews. The successful Respondent shall work with any reviewing entity selected by the State.

During the resulting contract period these records shall be available at the successful Respondent’s office at all reasonable times. After the resulting contract period and for five (5) years following, the records shall be available at the successful Respondent’s chosen location subject to the approval of the OAG. If requested by the OAG, the successful Respondent shall send requested Respondent and subcontractor records to the OAG.

The successful Respondent shall comply with 45 CFR, Part 74, with respect to audit requirements of federal contracts administered through state and local public agencies. In these instances, audit responsibilities have been delegated to the State and are subject to the on-going audit requirements of the State of Florida and of the OAG.

4.24 Indemnification Pertaining to Certain IP Claims

The successful Respondent agrees to defend, indemnify and hold harmless the OAG and OAG personnel from and against all damages, claims, losses, costs and expenses relating to any third-party claim of infringement or misappropriation of intellectual property rights against the OAG arising from the successful Respondent’s services under the resulting contract.

4.25 Ownership Rights

The OAG shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information, data, and software that is developed, derived, documented, or furnished by the successful Respondent under any contract resulting from this ITN. All products listed in this ITN and the resulting contract shall become the property of the OAG. Upon termination of the contract resulting from this ITN, or upon dissolution, transfer of ownership, bankruptcy or receivership the company awarded the contract resulting from this ITN, the OAG shall retain ownership of all data, reports, hardware, software or any other product produced in response to the contract resulting from this ITN, whether or not the successful Respondent has completed performance of the entire contract.
SECTION 5. SCOPE OF SERVICES

5.1 Background

The OAG houses the MFCU which is responsible for policing the Medicaid Program, as well as investigating allegations of corruption and fraud in the administration of the program. This authority is granted under both federal and state law (Section 1903 of the Social Security Act, Section 42 of the Code of Federal Regulations, and Chapter 409, Florida Statutes).

The MFCU investigates a wide range of provider fraud involving doctors, dentists, psychologists, home health care companies, pharmacies, drug manufacturers, laboratories, and durable medical equipment companies. Some of the most common forms of provider fraud involve billing for services that are not provided, overcharging for services that are provided, or billing for services that are medically unnecessary. The MFCU is also responsible for investigating the physical abuse, neglect, and financial exploitation of patients residing in long-term care facilities such as nursing homes, facilities for the mentally and physically disabled, and assisted living facilities. The quality of care being provided to Florida's ill, elderly, and disabled citizens is an issue of great concern and a priority within the MFCU.

The MFCU has determined that integrated analytical tools providing advanced data detection can help assist in achieving their mission of finding fraud in the Medicaid program.

5.2 MFCU Current Data Mining Process

Currently, MFCU staff conducts data mining as follows:

**Step One: Preliminary Research**

Preliminary research is conducted with regard to the data mining project and objective. MFCU Analysts conduct research to familiarize themselves with the project’s objectives in order to create the appropriate data report with the correct data conditions and results. Research may entail open source components, Florida Medicaid Management Information System queries, Agency for Health Care (AHCA) Provider Handbooks and Manuals research, CPT Coding and ICD Manuals reviews, as well as any other pertinent means of research regarding the data project.

**Step Two: Data Export & Import**

Currently, all MFCU Analysts who use Decision Support System (DSS) are limited to running and extracting only two reports at a time. The volume of the data being pulled may affect turnaround time and successful data retrieval. Large data sets with many columns and rows requires text format upon extraction and reformatting into Excel for further data analyses to be conducted. Export of large data sets can be time intensive due to system function and user activity.
**Step Three: Data Mining and Analysis**

Data Mining is the process that involves the “cleansing” of data and its elements for analytical accuracy, formatting and integrity purposes once data has been retrieved. Data analysis includes a study of the data that may provide other information, focuses or targets, recommendations and findings for further determinations. Data mining and analyses are completed through a series of electronic data sorts within Excel and/or the use of Pivot Tables, as well as additional sub-queries to identify patterns, trends or relationships of concern for referral or investigation. The data analytics process is either followed or worked in tandem by a series of link analyses conducted through manual research queries within various public records databases and forums, or authorized and permission based accesses, as well as MFCU Case Management histories and internet open source searches.

Examples include: OIG Exclusion Lists, MFCU Case Management Database, Florida Division of Corporations, Florida Department of Health License Verification Website as well as other state License Websites, National Provider Identification Sites, Florida Medicaid Management Information System (FMMIS), FMMIS On-Base, DSS Medicaid Claims, Delmarva Reports, CCIS, DAVID, eAgent FCIC/NCIC, COMPAS, CLEAR, Accurint, FSFN, Florida Department of Revenue Unemployment Tax, Social Media Sites and other open source engines and searches.

<table>
<thead>
<tr>
<th>Name of Database in Use</th>
<th>Description of Database</th>
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</thead>
<tbody>
<tr>
<td>DSS (AHCA)</td>
<td>Allows users to build queries to retrieve Medicaid claims data, as well as provider and recipient related data. (Restricted Access)</td>
</tr>
<tr>
<td>FMMIS a/k/a Interchange (AHCA)</td>
<td>Allows users to perform quick searches for Medicaid claims, providers, recipients, and additional information. (Restricted Access)</td>
</tr>
<tr>
<td>OnBase (AHCA)</td>
<td>Allows users to retrieve documents such as provider applications, remittance advices, claim images, etc. (Restricted Access)</td>
</tr>
<tr>
<td>COMPAS (DOH)</td>
<td>&quot;Customer Oriented Medical Practitioner Administration System&quot; - Allows users to search complaints on file with the Department of Health against Florida practitioners. (Restricted Access)</td>
</tr>
<tr>
<td>Florida Department of Health License Verification Website</td>
<td>Allows users to search for licensed healthcare practitioners within the state of Florida. The site identifies the practitioner’s location, education, specialty, awards, associations, status, license number and other pertinent information. (Public Access)</td>
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<tr>
<td>Service</td>
<td>Description</td>
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<tr>
<td>dFacts (FDLE)</td>
<td>&quot;Distributed Factual Analysis Criminal Threat Solution&quot; - Allows users to search for people, businesses, properties, licenses, public records, criminal histories, etc.; must have criminal predicate. (Restricted Access)</td>
</tr>
<tr>
<td>eAgent (FDLE)</td>
<td>Allows users to conduct Florida and National criminal history checks (FCIC/NCIC) and to perform searches for concealed weapon permits, driver licenses, vehicles, articles, etc. (Restricted Access)</td>
</tr>
<tr>
<td>CCIS</td>
<td>&quot;Comprehensive Case Information System&quot; - Allows users to search statewide court case information provided by Florida's Clerks of Court. (Restricted Access)</td>
</tr>
<tr>
<td>CLEAR</td>
<td>&quot;Consolidated Lead Evaluation and Reporting&quot; - Consolidates public and proprietary records, allowing users to efficiently search for people, assets, businesses, affiliations, etc. (Restricted Access)</td>
</tr>
<tr>
<td>Delmarva (DCF APD)</td>
<td>Audits APD Homes (Restricted Access)</td>
</tr>
<tr>
<td>DAVID (DHSMV)</td>
<td>&quot;Driver and Vehicle Information Database&quot; - Allows users to search Florida driver licenses and motor vehicles. (Restricted Access)</td>
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<tr>
<td>FSFN (DCF APS)</td>
<td>&quot;Florida Safe Families Network&quot; - Allows users to review DCF abuse reports &amp; investigations. (Restricted Access)</td>
</tr>
<tr>
<td>Open Source Internet Searches</td>
<td>Open Source Internet Sources, County Appraiser Offices, Utilities, Social Media Sites, and any other open source internet search that may assist in providing links analyses. (Public Access)</td>
</tr>
</tbody>
</table>

**Step Four: Analyst Report**

An Analyst Report is completed throughout the data mining and analysis process. The analyst report captures the following in detail:

- Objective/Purpose – Data Mining Suggestions
- Research
- Data Methodology
- Data Analysis
- Findings and Recommendations
Step Five: The Finalized Report
The finalized report is submitted within the Data Mining Initiative Case File housed in the MFCU Case Management Database for supervisor review, authorization, quality assurance and administrative processes. Once approved, MFCU complaints, if any, are opened with supporting data and any associated referral letters are completed and signed.

Step Six: Initiative Tracking Log
The data mining initiative tracking log provides a historical summary of all data mining projects. The Tracking log captures; project submissions, authorizations, project status updates, referrals and outcomes. The tracking log is manually processed within an Excel spreadsheet.

5.3 Objective/Purpose

The OAG is seeking one vendor to develop and maintain an open, extensible, and fully customizable platform to serve as a single point of access for all data used in detecting fraud in the Medicaid program. The solution shall be 100% web-based and fully hosted, such as a secure private cloud or SaaS solution. The platform must provide, at a minimum, integrated analytical tools through which it performs advanced data detection utilizing predictive analytics, statistical models, link analyses, geospatial intelligence tools, quick data returns, and large volume extracts with automated features and processes to enhance OAG/MFCU’s data mining investigations.

The solution for advanced detection must access or be able to receive claims and reference table information that comes from the Medicaid Decision Support System (DSS). This data resource contains over seven (7) years of claims data as well as provider, recipient, and other reference tables. Additionally, data from a number of public sources will be incorporated and maintained.

The solution shall meet at a minimum all of the following requirements:

a. A fully hosted, private cloud (or SaaS solution) meeting all security requirements as outlined in Section 5.13 (d)

b. Use advanced data detection that employs predictive analytics, statistical models, social networking - link analyses, geospatial intelligence and mapping tools, and chart options for visual representation of data patterns and trends to improve fraud detection capabilities.

c. Access data from multiple sources to help target providers exhibiting high fraud indicators and/or inappropriate billing patterns.

d. User friendly access.
e. Train State staff to use advanced detection software.

f. Ability to access and save an unlimited volume of data with the ease of import and export features including quick data returns and saving functions.

g. Able to create and modify data reports and models when needed.

h. Capable of running and/or scheduling multiple data reports simultaneously.

i. Establish plan to either access Medicaid data directly or receive extracts from Medicaid DSS for auditing and data analytics.

j. Provide consulting services related to the operation of the advanced detection software for three years.

k. Identify high risk claims/providers and allow for review and analysis of suspect claims.

l. Generate programmed data reports with known or learned schemes, algorithms and statistical analytics related to Medicaid Fraud.

m. Be compatible with Microsoft Office 2007 and higher, as well as Internet Explorer 8.

n. Export reports to multiple formats including Excel, PDF, and HTML.

o. All data mining activities including data mining administrative processes in one automated location to track data projects, data model tracking and changes, analyst time, and project outcomes.

p. Allow investigators and other field staff to be able to provide a backflow of information and input findings, additional leads tips or questions within the system.

q. Automated network or link analyses pertaining to Medicaid claims, public databases, internet open source searches and restricted permission based accesses. The MFCU will need to seek special authorizations pertaining to the use of restricted permission based access systems and obtain updated Memoranda of Understanding when necessary. At a minimum, the following publicly available information is to be integrated within the network link analyses function upon implementation within the first phase of the contract:

<table>
<thead>
<tr>
<th>Information Sources</th>
<th>Description of Information Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>MMIS and/or DSS Data (AHCA)</td>
<td>Medicaid claims, providers, recipients, and additional information. (Restricted Access)</td>
</tr>
<tr>
<td><strong>Florida Division of Corporations Sunbiz™ website</strong></td>
<td>Allows users to search and access filed information for corporations, limited liability companies, limited partnerships, general partnerships, trademarks, fictitious name registrations and liens.</td>
</tr>
<tr>
<td>---</td>
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</tr>
<tr>
<td><strong>Florida Department of Health License Verification Website</strong></td>
<td>Contains information on licensed healthcare practitioners within the state of Florida and identifies the practitioner’s location, education, specialty, awards, associations, status, license number and other pertinent information.</td>
</tr>
<tr>
<td><strong>Department of Health License Information from other states</strong></td>
<td>Individuals first and last names, business names, professions, county and/or license. The site provides information regarding the licensed or certified practitioner such as, general information, secondary locations, practitioner profiles and subordinate practitioners.</td>
</tr>
<tr>
<td><strong>OIG Exclusion Lists – All States</strong></td>
<td>A listing of those individuals or entities that have been placed on the OIG Exclusion list and are excluded from federally funded health care programs pursuant to sections 1128 and 1156 of the Social Security Act.</td>
</tr>
<tr>
<td><strong>Clerks of the Courts - By County in Florida</strong></td>
<td>The Clerks of the Courts’ websites contain information on court and public record documents associated but not limited to marriage, divorce, child support, land purchases, financial services, traffic and boating license and citations.</td>
</tr>
<tr>
<td><strong>County or Property Appraiser</strong></td>
<td>Information regarding properties and property ownership in the state of Florida.</td>
</tr>
<tr>
<td><strong>AHCA Facility Finder Web-Site</strong></td>
<td>A listing of facilities in the State of Florida by name, address and facility type in addition to licensing information, inspection reports, etc.</td>
</tr>
<tr>
<td><strong>Open Source Internet Searches</strong></td>
<td>Open Source Internet Sources, Social Media and Blog Sites, as well as any other open source internet search that may assist in providing links analyses. (Public Access)</td>
</tr>
</tbody>
</table>

**NOTE: Attachment E provides System Functional Requirements for this ITN.**

**5.4 Minimum Vendor Qualifications**

The Respondent must certify in Attachment D, Experience Certification, that it and its proposed subcontractor(s), if applicable, have at least five (5) years experience in designing and developing advanced fraud detection systems, preferably within the Medicaid/Medicare or health care subject area.
5.5 **Training**

The successful Respondent shall be able to provide user manuals and initial training to three (3) staff but scalable to ten (10). Training will be held primarily in Tallahassee. Webinars are an option and must be pre-approved by MFCU. In addition to all-encompassing user manuals, screen specific on-line help must be developed for features on the screen.

5.6 **Project Management**

Upon contract award, the successful Respondent shall be knowledgeable of and actively apply industry accepted professional project management standards and methodologies.

5.7 **Implementation Plan Requirements**

Upon contract award, the successful Respondent shall prepare and submit to the OAG for approval, a final project implementation plan no later than ten (10) business days following the execution of the resulting contract. The final project implementation plan shall be based upon the preliminary implementation plan submitted with the Respondent’s response to this ITN, and shall be finalized in coordination with the MFCU staff. The final plan should include, at a minimum:

1) **Project Management documentation**
   i) a project charter describing objectives and scope
   ii) defined roles and responsibilities (of both successful Respondent and the OAG), project constraints, risks and mitigations
   iii) a project schedule including person or entity responsible for each task and expected dates of completion of all tasks

2) **Operational documentation:**
   i) roles, responsibilities and tasks of MFCU staff
   ii) roles, responsibilities and tasks of state Information Technology staff responsible for the support of the MFCU’s current technology infrastructure
   iii) Quality Assurance Plan, Security Plan, and Disaster Recovery Plan
   iv) Additional operational procedures including service levels, customer service agreements, and escalation procedures

5.8 **Deliverables**

Upon contract award, the successful Respondent shall provide the following deliverables to the OAG within the timeframes indicated subject to change upon approval by both parties.

1) Final project implementation plan, as outlined above and no later than ten (10) business days after execution of the resulting contract.
2) Phase 1 - Requirements gathering: Meet with the OAG users to identify any necessary modification or customizations to the product no later than ten (10) business days after execution of the resulting contract.

3) Phase 2 - Modification/Construction: This phase will include constructing the modifications/customizations identified in Phase 1 and preparing the solution for implementation no later than ten (10) business days after the Phase 1 meeting.

4) Phase 3 – Training: This phase includes creating training manuals and training end users no later than ten (10) business days after Phase 2.

5) Phase 4- Testing: Conduct developer and end user testing of the system to ensure the product meets the identified requirements no later than ten (10) business days after Phase 2 meeting.

6) Phase 5 – Installation: This phase is the installation of the completed System for use by the OAG no later than thirty (30) days after the execution of the resulting contract.

7) Phase 6 – Training and Maintenance: This phase includes any additional training for end users and providing maintenance for the solution after installation.

8) Weekly meetings with the successful Respondent’s project administrator to monitor progress throughout the contract.

5.9 Project Reporting

Upon contract award, the successful Respondent shall prepare and submit to the OAG contract manager a weekly status report on the progress of the implementation of the product. It should include deliverables completed, tasks performed, change requests pending, and any known issues or risks to the project. The first weekly report is due the second week after the contract is signed.

Monthly invoicing must be accompanied by a summary of the work completed during the month, including deliverables completed and activities performed.

5.10 Quality Assurance

Upon contract award, the successful Respondent shall establish and maintain a documented Quality Assurance Plan, including internal quality control and quality assurance policies and procedures. This should include definition of service levels, OAG support procedures and contact information, escalation procedures, and quality control measures and reports. These policies and procedures should include a
description of the process for resolving problems as they arise, a time frame for responses, and how and when an issue is escalated.

5.11 Project Staffing

Upon contract award, the successful Respondent shall maintain staffing levels sufficient to complete the services and meet the requirements specified in this ITN and in the resulting contract. In the event the OAG determines that the successful Respondent’s staff or staffing levels are not sufficient to complete the services in the ITN and the resulting contract, the OAG will advise the successful Respondent in writing and the successful Respondent shall have 15 business days to remedy the identified staffing deficiency(ies) to the satisfaction of the OAG. The successful Respondent shall not reassign any personnel whose continued presence would be essential to the completion of the resulting contract services.

At a minimum, the successful Respondent shall assign and dedicate the following key staff positions to the resulting contract.

a. Contract Manager

Upon contract award, the successful Respondent shall assign and dedicate a contract manager to coordinate all resulting contract activities between the OAG and the successful Respondent. The contract manager shall meet with OAG staff in person or by telephone at the request of the OAG representatives to discuss issues pertinent to the resulting contract.

b. Project Manager

Upon contract award, the Respondent shall assign and dedicate a project manager to coordinate day-to-day activities between OAG and the Vendor. The successful Respondent’s project manager shall have experience in designing and implementing technological solutions to detect and prevent fraud and abuse. The successful Respondent’s project manager shall work directly with the MFCU and shall have the authority to maximize the efficiency and effectiveness of services required under the resulting contract.

5.12 Subcontracting

Upon contract award, the successful Respondent shall not enter into any subcontract for services to be provided under the resulting contract without the express written prior consent of the OAG. The successful Respondent shall maintain full responsibility for all work performed under the resulting contract. Each approved subcontractor shall be subject to the same terms and conditions as the successful Respondent.
5.13 Information Technology

a. Solution Platform Requirements

1) The solution shall be 100% web-based and fully hosted, such as a secure private cloud or SaaS solution. MFCU staff will utilize a web/browser interface to access a fully-functional system, hosted and supported by the successful Respondent.

2) Any functionality requirements that cannot be met by the core system as proposed must be clearly defined, including any data export, storage, interface or integration requirements which must be met by the OAG.

3) The technology, design, architecture, and operations used by the successful Respondent must be appropriate and sufficient to meet all industry standard levels of service, availability and performance. Security is of utmost importance and must meet all requirements outlined in Section 5.13 (d).

4) The successful Respondent shall ensure that the solution implemented is fully hosted and housed within the United States. Outsourcing or offshoring of data and contract work is strictly prohibited. In addition, the successful Respondent and/or any subcontractors shall acquire no rights of use or ownership interest in the data, and shall not use any data for any purpose other than as required for purposes of performing the terms of the contract.

b. Hardware, Software and Network Requirements

1) The system must be accessible from a standard Windows based PC running an Internet Explorer Version 8.

2) Any data extract anticipated with the proposed solution should allow data to be exported into a Microsoft Excel format, or other commonly accepted format approved in advance by the OAG.

3) The bandwidth requirements for routine system access, and for any additional anticipated functionality such as data downloads, must be identified at the time of response, and adhered to throughout the lifecycle of the product, unless agreed to in advance by the OAG.

4) The application software must remain updated and consistent for all users.

5) The solution shall be 100% web-based and fully hosted, such as a secure private cloud or SaaS solution. Responses must include information related to the following:

   • general service levels;
• availability;
• support;
• security;
• audit ability;
• data retention;
• anticipated network/bandwidth requirements; and
• technical requirements of client devices for effectively accessing the system.

6) If it is anticipated that the solution will not meet the functionality requirements of the OAG, additional information must be included to identify technical requirements for any integration, interface or data extraction for use with additional systems.

c. Disaster Recovery Requirements

Upon contract award, the successful Respondent shall develop and maintain an OAG approved Disaster Recovery Plan for restoring its application software, data, network connectivity and hardware in the event the successful Respondent’s production systems are disabled. The plan shall include details such as where data backups are maintained, notification procedures, and timeframes for recovery. The successful Respondent shall make all aspects of its Disaster Recovery Plan available to the OAG within twenty-four (24) hours of the OAG’s request.

d. Security and Data Transmission Requirements

1) The successful Respondent shall maintain a Security Plan including policies and procedures that will remain in place to ensure the physical and logical security of the data, as well as the availability of the system to the OAG.

2) The successful Respondent shall ensure that the operation of all of its systems is performed in accordance with federal and state regulations and guidelines related to security and confidentiality and meets all privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

3) The successful Respondent shall ensure that any Protected Health Information (PHI) released shall be done in accordance with HIPAA requirements.

4) The successful Respondent shall ensure all electronic mail communications that contain PHI are encrypted in accordance with HIPAA requirements. The successful Respondent shall encrypt all data that is submitted to the MFCU in electronic format.
5) The project must be developed, implemented and maintained in accordance with the security standards set forth in Chapter 71A-1 Florida Administrative Code and Section 282.318, Florida Statutes and other authorities referenced elsewhere in this ITN.

6) Security Awareness training in the secure use and maintenance of the system shall be provided to users as needed in the form of help screens, email notification, webinar or other training methods approved by the OAG.

7) The system is subject to risk assessment and other audit at any time by the OAG and other authorities. Audit tracking functions shall at all times be enabled and access to project data monitored by the successful Respondent. Access to system logs, system architecture documents and diagrams and system administrators shall be made available to the OAG or other authorized auditor to conduct such assessments.

8) The OAG shall be immediately notified of any data breach in accordance with Section 817.5681, Florida Statutes, Data Breach Notification Act, and the successful Respondent will comply with all requirements of this statute. This applies to information disclosed to unauthorized parties as well as a breach resulting from a possible security incident. The point of contact for information security emergencies is the OAG Information Security Manager.

9) Data containing PHI shall be encrypted in transit and at rest.

10) The successful Respondent shall understand and agree that some of the data that is the subject of this ITN contains highly confidential information that is protected from disclosure under State and Federal law. The successful Respondent shall exercise due diligence to prevent access or disclosure to unauthorized individuals or entities.

11) The successful Respondent agrees at all times to maintain network security that includes, at a minimum: network firewall provisioning, intrusion detection, and third-party vulnerability assessments. Likewise, the successful Respondent agrees to maintain network security that conforms to generally recognized industry standards and best practices.

12) The successful Respondent agrees at all times to provide, maintain and support its application software and subsequent updates, upgrades, and bug fixes such that the application software is, and remains secure from, application-level vulnerabilities.

13) The successful Respondent will preserve the confidentiality, integrity and
accessibility of the OAG data with administrative, technical and physical measures that conform to generally recognized industry standards (see "Industry Standards" below) and best practices that the successful Respondent then applies to its own processing environment. Maintenance of a secure processing environment includes but is not limited to the timely application of patches, fixes and updates to operating systems and applications as provided by the successful Respondent or source support.

14) Data Storage: The successful Respondent agrees that any and all data related to this project will be stored, processed, and maintained solely on designated target servers and that no sensitive or confidential data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that device or storage medium is in use as part of the Contractor’s designated backup and recovery processes, with enabled audit tracking functionality and encryption.

15) Data Transmission: The successful Respondent agrees that any and all electronic transmission or exchange of system and application data with the OAG and/or any other parties expressly designated by the OAG shall take place via secure means (using HTTPS or SFTP or equivalent).

16) Data Encryption: During the life of the project the contractor will store all sensitive or confidential data as part of its designated backup and recovery processes in encrypted form, using a commercially supported encryption solution. The successful Respondent further agrees that any and all data defined as personally identifiable information or personal health information under current legislation or regulations stored on any portable or laptop computing device or any portable storage medium is likewise encrypted. Encryption solutions will be deployed with no less than a 128-bit key for symmetric encryption and a 1024 (or larger) bit key length for asymmetric encryption.

17) Data Re-Use: The successful Respondent agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in this ITN. Data shall not be distributed, repurposed or shared across other applications, environments, or business units. The successful Respondent further agrees that no data of any kind shall be transmitted, exchanged or otherwise passed to any person or entity unless and except as specifically directed by the OAG.

18) Data Disposal or Destruction: The successful Respondent agrees that within seven days of any request by the OAG, the successful Respondent shall erase, destroy, and render unrecoverable all sensitive or confidential data, and certify in writing that these actions have been completed. At a
minimum, destruction of data activities are to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization - see http://csrc.nist.gov/ 

e. Industry Standards

In addition to federal and state regulations noted elsewhere in this ITN, other generally recognized industry standards include but are not limited to the current standards and benchmarks set forth and maintained as follows:

- Center for Internet Security - see http://www.cisecurity.org

- Payment Card Industry/Data Security Standards (PCI/DSS) - see http://www.pcisecuritystandards.org/


- ISO/IEC 27000-series - see http://www.iso27001security.com/

- Organization for the Advancement of Structured Information Standards (OASIS) - see http://www.oasis-open.org/

- The Open Web Application Security Project's (OW ASP) "Top Ten Project" - see http://www.owasp.org

- The CWE/SANS Top 25 Programming Errors - see http://cwe.mitre.org/top25/ or http://www.sans.org/top25-programming-errors/

SECTION 6. INSTRUCTIONS FOR PREPARING ITN RESPONSE AND MANDATORY DOCUMENTATION

6.1 Copies of ITN Responses and Submittal

Respondents shall deliver an ORIGINAL AND Ten (10) COPIES of the Technical Section, Financial Statements and Price Sheet, as well as all other required items noted below, to the OAG no later than the date and time in which all responses must be timely submitted.

The Technical Section, Past Performance–Client References, Financial Statements and Price Sheet shall be submitted at the same time, however, in separate sealed
envelopes or boxes and they should be labeled on the outside as follows:

<table>
<thead>
<tr>
<th>Section</th>
<th>Label</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Section</td>
<td><strong>Technical Section, OAG ITN 13/14-2</strong></td>
</tr>
<tr>
<td>Past Performance-Client References &amp; Experience Certification (Attachment D)</td>
<td><strong>Past Performance-Client References OAG 13/14-2</strong></td>
</tr>
<tr>
<td>Financial Statements</td>
<td><strong>Financial Statements, OAG ITN 13/14-2</strong></td>
</tr>
<tr>
<td>Price Sheet</td>
<td><strong>Attachment A, Price Sheet, OAG ITN 13/14-2</strong></td>
</tr>
</tbody>
</table>

6.2 **Execution of ITN Package**

Each ITN package must contain the company name and F.E.I.D. or social security number and the original signature of an authorized representative of the Respondent. Each ITN package must be typed. Each ITN package should be submitted with the Respondent’s name and page number on each page, see Attachment B.

6.3 **Document Delivery**

It is the Respondent’s responsibility to ensure that its ITN Package is delivered by the proper time at the office identified on **Section 2.4 Calendar of Events** in this ITN. ITN packages which, for any reason are not received timely, will not be considered. Late ITN packages will be declared non-responsive, and will not be scored. Unsealed and/or unsigned ITN packages transmitted by telegram, telephone, or facsimile transmission or other means are not acceptable and will be declared non-responsive and will not be scored.

6.4 **Withdrawal of ITN Package**

A written request to withdraw a response, signed by the vendor, may be considered if received by the OAG within 72 hours after the response opening date and time as specified in Section 2.4. A request received in accordance with this provision may be granted by the OAG upon proof of impossibility of performance based upon an obvious error on the part of the vendor.

6.5 **Certified Minority Business Enterprise Participation**

The OAG encourages minority and women-owned business enterprise (MWBE) and service-disabled veteran business enterprise (SDVBE) participation in all its solicitations. Respondents are encouraged to contact the Office of Supplier Diversity (see contact information below) or visit their website at [http://osd.dms.state.fl.us](http://osd.dms.state.fl.us) for
information on becoming a certified MWBE or SDVBE or for names of existing businesses who may be available for subcontracting or supplier opportunities.

Office of Supplier Diversity
Florida Department Management Services
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399-0950 Telephone: (850) 487-0915
Fax: (850) 922-6852
Email Address: osdhelp@dms.myflorida.com

6.6 Mandatory Documentation

Failure to submit the mandatory items below will result in the rejection of the response. The Respondent shall submit its ITN package by the date and time set forth in Section 2.4, Calendar of Events in the following manner:

6.6.1 Format of ITN Technical Response

In order to assist the OAG in reviewing the ITN, each Section shall be prepared utilizing the following format and headings:

a. Tab 1 Transmittal Letter
b. Tab 2 Technical Response Requirements
c. Tab 2A Table of Contents
d. Tab 2B Executive Summary
e. Tab 2C Organizational Structure and History
f. Tab 2D Respondent/Subcontractor Experience and Qualifications
g. Tab 2E Project Staffing
h. Tab 2F Project Management
i. Tab 2G Project Reporting
j. Tab 2H Quality Assurance
k. Tab 2I Project Training
l. Tab 2J System Requirements
m. Tab 2K Information Technology

6.6.1.1 Transmittal Letter (Tab 1)

This letter is mandatory and serves as the document covering transmittal of the proposal package. The letter must clearly indicate that the person signing the Technical Section is authorized to bind the Respondent. The transmittal letter shall include the below items:

a. Firm name
b. Firm address
c. Firm telephone number
d. Name and title of authorized representative submitting the Technical Section

e. Identity of any and all joint proposing firms and/or subcontractors

f. Information required by Section 3.7 of this ITN, if applicable.

6.6.1.2 Technical Proposal Requirements (Tab 2)

The Technical Section shall be submitted in a separate envelope or box and labeled as Technical Section, OAG ITN 13/14-2. The Technical Section shall contain all Tab 2 items that are listed below.

6.6.1.3 Table of Contents (Tab 2A)

The Respondent shall include a Table of Contents in its proposal, with section heading and subheadings, and corresponding page numbers.

6.6.1.4 Executive Summary (Tab 2B)

The Respondent shall include an executive summary and proposal no longer than ten (10) single sided pages in length, that demonstrates the Respondent’s overall understanding of the project and describes the significant features of the Respondent’s technical response.

6.6.1.5 Organizational Structure and History (Tab 2C) (Possible 10 Points)

The Respondent shall describe its organizational structure and history, including an organizational chart and total number of employees. The organizational chart shall identify:

a. personnel by job title
b. their responsibilities
c. name
d. e-mail
e. address
f. telephone number

For responses that include a subcontractor(s), the same information should be provided for the subcontractor(s).

6.6.1.6 Respondent/Subcontractor Experience and Qualifications (Tab 2D) (Possible 10 Points)

The Respondent shall describe its qualifications for, and experience in providing services similar in nature to those described in this ITN as well as its proposed subcontractor’s experience and qualifications, if applicable. Include specific information such as:
- Respondent’s experience with providing services for projects with expedited timelines; Medicaid programs, and aiding in fraud detection.
- Respondent’s experience(s) and, if applicable, its proposed subcontractor’s experience managing or providing consulting services for projects with expedited timelines.
- The Respondent’s experience with advanced detection software implementation.
- The professional qualifications that the Respondent and, if applicable, its proposed subcontractor(s) has obtained that would relate to the services described in this ITN.
- The Respondent’s and if applicable, it’s proposed subcontractor’s experience and qualifications with data migration.

6.6.1.7 Project Staffing (Tab 2E) (Possible 20 Points)

The Respondent shall describe its ability to provide staffing levels necessary to meet the requirements specified in this ITN by describing the qualifications and experience of its proposed staff, including subcontractor staff. The Respondent shall provide:
- names, titles, resumes for all staff involved in this project;
- the name of their proposed project manager and contract manager;
- description of the adequacy of the Respondent’s proposed key staff and staffing levels;
- Respondent’s proposed plan for ensuring its project manager, contract manager and key staff are available as needed throughout the entire contract period.

6.6.1.8 Project Management (Tab 2F) (Possible 10 Points)

The Respondent shall describe its ability and proposed approach to ensuring a smooth and timely implementation of the proposed system. Include a description of the Respondent’s experience in managing projects with a constrained budget. Provide a description of the project management methodology that will be used.

Additionally, Respondents should include a preliminary project implementation plan to outline all anticipated tasks to be performed by the Respondent and the OAG during the implementation phase. Outline the OAG’s roles, responsibilities and skill sets that will be required during the implementation to ensure a successful completion, including those of state Information Technology staff responsible for the support of the MFCU’s current technology infrastructure. Provide a preliminary, high level schedule, including expected dates of completion of all tasks, relative to award date. Known or anticipated constraints and risks should be included, as well as the scope change management process that will be used throughout the process.

6.6.1.9 Project Reporting (Tab 2G) (Possible 10 Points)

The Respondent shall describe its approach to ensuring all work is performed in a timely manner. The Respondent shall indicate which staff shall be responsible for
completing reports and what type of oversight or review shall be conducted by management staff.

6.6.1.10 Quality Assurance (Tab 2H) (Possible 10 Points)

The Respondent shall describe its approach to ongoing quality assurance, including at a minimum:

- Respondent’s existing or proposed internal quality control polices;
- Respondent’s service levels for system availability and customer service;
- Staff and their responsibilities;
- A detailed description of how the Respondent’s existing or proposed quality assurance system will conduct quality assessment and internal review of work performed by employees;
- A description of the process for resolving problems as they arise, with a time frame for responses;
- A description of the escalation procedure; and
- How performance improvements will be identified and initiated.

6.6.1.11 Project Training (Tab 2I) (Possible 10 Points)

The Respondent shall demonstrate its capability to provide training to OAG staff. The Respondent shall outline the training schedule in the Executive Summary and Response. The staff provided shall have acceptable experience and qualifications for this task.

6.6.1.12 System Requirements (Tab 2J) (Possible 30 Points)

The Respondent must demonstrate its ability to meet all of the requirements listed under Scope of Services, including those in Attachment E, System Functional Requirements.

A detailed overview of the vendor’s solution for advanced detection should be provided. The vendor should provide sample screen prints, sample reports and descriptions of advanced analytics run through their proposed system. Success stories of similar systems implemented in other markets is of interest.

6.6.1.13 Information Technology (Tab 2K) (Possible 30 Points)

The Respondent shall describe its approach to providing the information technology requirements described in this ITN. Additionally, a proposed “exit strategy” must be included, outlining steps (such as data migration) which should ensure the OAG’s smooth transition from the Respondent’s system in the event of termination of the contract.
The Respondent shall ensure that the solution implemented is fully hosted and housed within the United States. Outsourcing or offshoring of data and contract work is strictly prohibited. In addition, the Respondent and/or any subcontractors shall acquire no rights of use or ownership interest in the data, and shall not use any data for any purpose other than as required for purposes of performing the terms of the contract.

Specifically, responses must address each specific area outlined below.

a. **Solution Platform**

1) The solution shall be 100% web-based and fully hosted, such as a secure private cloud or SaaS solution. OAG staff will utilize a web/browser interface to access a fully-functional system, hosted and supported by the Respondent. Any functionality requirements that cannot be met by the core system as proposed must be clearly defined, including any data export, storage, interface or integration requirements which must be met by the OAG.

2) With respect to the proposed private cloud or SaaS) system, responses must include information related to the following:

   - General service levels;
   - Availability;
   - Support;
   - Security;
   - Audit ability;
   - Data retention;
   - Anticipated network/bandwidth requirements; and
   - Technical requirements of client devices for effectively accessing the system, including browser software requirements.

b. **Hardware, Software, and Network**

The solution shall be 100% web-based and fully hosted, such as a secure private cloud solution. OAG prefers to minimize the use of OAG servers.

1) The Respondent shall describe the minimum client hardware and software, and network bandwidth requirements necessary for the use of the solution, as well as additional system requirements, if any, for hardware and software that the OAG will need to successfully implement to use the proposed solution.

2) The Respondent shall describe its experience with the application software it proposes to use for the performance of the services described in this ITN.

3) The Respondent shall describe its plan to ensure that the application software it proposes to use will remain updated and consistent for all users.
4) If it is anticipated that the solution will not meet the functionality requirements of the OAG, additional information must be included to identify technical requirements for any integration, interface or data extraction for use with additional systems.

c. **Disaster Recovery**

The Respondent shall describe its plan to ensure recovery and/or back up of system(s) and data in case of disaster and/or system failure.

1) The Respondent shall provide a description of its specific disaster recovery (DR) plan for restoring application software, data, and network connectivity, including hardware back-up, in the event its production systems are disabled.

2) The Respondent shall describe how and where database back-up(s) will be maintained.

3) The Respondent shall describe how it plans to ensure the OAG will be notified of any system problems, errors or back-log, including proposed time-frames and guaranteed service levels related to disaster recovery.

d. **Security and Data Transmission**

The Respondent shall submit a security plan outlining how it will ensure that the operation of all of its systems is performed in accordance with federal and state regulations and guidelines related to security and confidentiality, including meeting all privacy and security requirements of HIPAA regulations.

Personal health information released shall be in accordance with HIPAA requirements.

The Respondent shall ensure all electronic mail communications that contain PHI are encrypted in accordance with HIPAA requirements.

The Respondent shall ensure that policies and procedures are in place to appropriately comply with Section 817.5681, Florida Statutes, Data Breach Notification Act.

In addition to assurances of the above, Respondents should provide the following information in their responses:

a. Standard security measures of existing cloud services;

b. Physical security measures within existing data center(s);

c. How physical and logical services will be segregated and secured from:
   i. other customers
ii. external threats (e.g. denial of service attacks, data breaches, etc.)
iii. internal threats;

d. Security measures specific to the Respondent’s system that will be the OAG’s responsibility to implement;

e. The screening process for all Respondent personnel with access to data, including but not limited to information technology staff and building maintenance staff;

f. The training and certification requirements of all employees that will be working on this project; and

g. Any security standard such as NIST 800-53 which you have implemented for your business or for your customers.

6.6.1.14 Respondents’ Demonstrations (Possible 35 Points)

Each Respondent may earn up to 35 points when making their demonstration to the Evaluation Committee. The demonstration must be completed within a two hour time period. The Respondent(s) should allow some time for evaluators to ask questions for clarification. The Respondent’s should demonstrate its abilities to perform the scope of services as outlined in this ITN.

6.6.2 Past Performance – Client References & Experience Certification (Attachment D)

In its response, the Respondent must list all names under which it has operated during the last five (5) years.

The Respondent shall provide contact information for three (3) separate and verifiable, non-agency, clients for which the Respondent has performed work similar in nature to that specified in this ITN. The OAG will contact the clients provided to verify the Respondent’s business experience and determine client satisfaction and Respondent performance. The OAG reserves the right to contact other reference sources.

6.6.3 Financial Statements (Pass/Fail)

The Respondent shall submit its most recent audited financial statements. Audited financial statements that contain an Adverse Opinion or a Disclaimer of Opinion will be deemed unacceptable for the purpose of meeting the financial requirements set forth in this solicitation.

Respondents shall submit the following:

a. A copy of the Respondent’s audited financial statements (or parent organization’s audited financial statements with organizational chart).

b. Current audited financial statements.
c. The audit must contain a signed audit statement (Audit Opinion) from a Certified Public Accountant (CPA) and the statement cannot contain an Adverse Opinion or Disclaimer of Opinion from the CPA.

Financial information will be reviewed by an OAG Certified Public Accountant (CPA) to determine the Respondent’s financial stability. **Audited financial statements more than one (1) fiscal year and 120 days old from the solicitation advertisement date will not be accepted.**

The financial information as requested above shall be labeled and shall be submitted in a separate envelope/box and labeled as **Financial Statements, OAG ITN 13/14-2.**

**FAILURE TO SUBMIT FINANCIAL INFORMATION AS REQUIRED WILL RESULT IN REJECTION OF THE RESPONSE.**

Respondents determined to have insufficient financial resources to fully perform the contract requirements outlined in this ITN will be disqualified at the OAG’s sole discretion.

### 6.6.4 Price Sheet – Attachment A (Possible 25 Points)

Attachment A, Price Sheet shall be submitted in a separate envelope/box and labeled as **Attachment A, Price Sheet, OAG ITN 13/14-2.**

The Respondent will provide the cost for the initial set up and related costs for the first year of the contract period. The Respondent will provide cost for maintenance, storage, changing functionality and adjusting program costs for the next two years of the contract period.

If the Respondent is asked to perform tasks outside of the duties in the contract, the hourly rate should be specified in the price proposal.

**Any price proposal exceeding $800,000 in the first year will be considered non-responsive. Any price proposal containing a contingency fee will be considered non-responsive.**

## SECTION 7. EVALUATION OF RESPONSE TO ITN

### 7.1 Evaluation of Technical Section

Respondents will submit the ITN package as outlined in **Section 6, Instructions for Preparing ITN Response and Mandatory Documentation.** The OAG will appoint an Evaluation Committee comprised of at least three (3) members for the purpose of scoring the technical responses. Evaluation of the Technical Section will be comprised of two phases.
**Phase 1**
Each evaluator, working independently, will award a numerical score using whole numbers to assess the merits of content and features of the Respondents’ responses identified in Section 6. The points awarded for each Respondent’s technical section and price sheet will be added together for a total number of points. An average will be calculated based on adding together each evaluator’s score. The Respondents will be ranked accordingly. Phase 1 points will be carried forward into Phase 2.

**Phase 2**
The last step of the Technical Evaluation process will be a demonstration, to the Evaluation Committee, of the Respondent’s proposed system. A maximum of the eight (8) highest ranked Respondents will move to Phase 2, Respondent’s Demonstrations. Evaluation of the demonstration will be based on functionality, usability and overall ability to meet OAG needs.

The Respondents will be scored by each evaluator for their demonstration. This score will then be added to the Phase 1 score. An average will be calculated based on adding together each evaluator’s scores for the points awarded from Phase 1 and Phase 2. The Respondents will be ranked accordingly. A maximum of four (4) of the highest ranked Respondents will move onto the negotiation phase. The Respondents selected to move onto the negotiation phase shall have an equal opportunity to secure the award of the contract, as points awarded in Phases 1 and 2 will not be carried into the negotiation phase.

**7.2 Evaluation of Price**
The lowest price proposal will be awarded 25 points. This will be based on the total price for three years. The next 24 price proposals will be ranked and awarded points accordingly.

*Any price proposal exceeding $800,000 in the first year will be considered non-responsive. Any price proposal containing a contingency fee will be considered non-responsive.*

**7.3 Evaluation of Financial Statements**
Audited financial statements that contain an Adverse Opinion or a Disclaimer of Opinion will not be deemed acceptable for the purpose of meeting the financial requirements set forth in this solicitation.

Evaluation of the financial statements will be based on:
- Liquidity of the assets
- Nature of the liabilities (current vs. long term)
- Restrictions on assets
- Note disclosures in the financial statements
- Cash flow statements
SECTION 8. NEGOTIATION

8.1 Negotiation Process of ITN

Upon completion of the evaluation process, the OAG will rank the vendors and conduct concurrent negotiations with a maximum of four (4) of the highest ranked Respondents. Respondents selected for negotiation will have the opportunity to present oral presentations during the initial negotiation session. The next step of negotiating with concurrent sessions will be handled by the OAG Negotiation Team, which will be comprised of a minimum of three (3) members.

The participating Respondents should be cognizant of the fact that the OAG, upon completion of each step, reserves the right to finalize the negotiation process at any time in the proposed process that the OAG determines such selection would be in the best interest of the State.

Negotiation sessions are not open to the public and all negotiation sessions will be recorded by the OAG.

8.2 Concurrent Negotiations

Negotiations will be conducted with up to four (4) of the highest ranked Respondents. Each Respondent selected for concurrent negotiations will be scheduled to meet with the OAG Negotiation Team to review and negotiate both their technical and price proposals and discuss any issues or problems. Upon completion of negotiations, all concurrent participating Respondents will be provided a revised Scope of Services, if warranted, and will be requested to submit a written summary of their firm’s capabilities and technical approach to the revised Scope of Services and, if necessary, a revised price proposal which will be the Respondents’ best and final offers.

Each member of the OAG Negotiation Team will complete a written summary evaluation of each Respondent’s technical approach, capabilities and price proposal.

There will be a public meeting of the OAG Negotiation Team as outlined in the Calendar of Events in Section 2.4 to review and discuss the Negotiation Team’s individual summary evaluations and an award recommendation that will be submitted to the Attorney General or her designee. Upon approval by the Attorney General or her designee, the Procurement Officer will write a short statement that explains the basis for Respondent selection and how the Respondent’s deliverables and price will provide the best value to the state.

The OAG will post for a period of seventy two (72) hours, excluding weekends and holidays, the intent to award on the Vendor Bid System (VBS).
8.3 Best Value

The OAG intends to contract with the responsive and responsible Respondent whose response is determined by the Negotiating Team to provide the best value to the OAG. "Best value", as defined in Section 287.012(4), F.S., means the highest overall value to the state based on objective factors that include, but are not limited to, price, quality, design, and workmanship.

Based on a determination of best value, the OAG reserves the right to award a single contract for a fully hosted private cloud or SaaS solution Medicaid fraud detection platform with a system that provides advanced detection and predictive analytics to enhance the OAG MFCU ‘s data mining investigations.
## ATTACHMENT A

Office of the Attorney General  
Data Mining  
PRICE SHEET  
OAG ITN 13/14-2

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Year 1 costs</td>
<td>$</td>
<td>________________</td>
</tr>
<tr>
<td>2</td>
<td>Year 2 costs</td>
<td>$</td>
<td>________________</td>
</tr>
<tr>
<td>3</td>
<td>Year 3 costs</td>
<td>$</td>
<td>________________</td>
</tr>
<tr>
<td></td>
<td><strong>Total Years 1, 2, and 3</strong></td>
<td>$</td>
<td>________________</td>
</tr>
</tbody>
</table>

Hourly Rate for Tasks Performed Outside the Duties in the Contract $ ________________

THE OAG RESERVES THE RIGHT TO REJECT ANY AND ALL NEGOTIATIONS AND TO WAIVE ANY MINOR TECHNICALITIES OR IRREGULARITIES WHERE IT IS DETERMINED BY THE OAG TO BE IN THE BEST INTEREST OF THE STATE OF FLORIDA.
---

**ATTACHMENT B**

**Office of the Attorney General**

**Data Mining**

**VENDOR INFORMATION**

**OAG ITN 13/14-2**

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>____________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>____________________________</td>
</tr>
<tr>
<td>City</td>
<td>____________________________</td>
</tr>
<tr>
<td>State &amp; Zip Code</td>
<td>____________________________</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>____________________________</td>
</tr>
<tr>
<td>Facsimile Number</td>
<td>____________________________</td>
</tr>
<tr>
<td>E-mail</td>
<td>____________________________</td>
</tr>
<tr>
<td>FEID Number/SSN:</td>
<td>____________________________</td>
</tr>
</tbody>
</table>

By my signature I signify that I have read and understand the requirements of this competitive solicitation document and I am authorized to contractually bind the Respondent identified in this solicitation package.

**NAME – Printed** ____________________________

**SIGNATURE** ____________________________

**TITLE** ____________________________

---
ATTACHMENT C

PAST PERFORMANCE – CLIENT REFERENCE FORM

In the spaces provided below, the Respondent shall list all names under which it has operated during the past five (5) years.

_________________________________________________

_________________________________________________

_________________________________________________

On the following pages, the Respondent shall provide the information indicated for three (3) separate and verifiable clients. The clients listed must be for work similar in nature to that specified in this solicitation. The same client may not be listed for more than one (1) reference and confidential clients shall not be included. In the event the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at that time must be provided in the space provided for Respondent’s Name.

Clients that are listed as subcontractors in the response will not be accepted as Past Performance references under this solicitation. Entities having an affiliation with the Respondent (i.e. currently parent, subsidiary having common ownership, having common directors, officers or agents or sharing profits or liabilities) may not be accepted as Past Performance references under this solicitation.

References should be available for contact during normal business hours, 9:00 AM – 5:00 PM, Eastern Time. An OAG employee will attempt to contact each reference by telephone up to four (4) times. In the event that contact person indicated cannot be reached following four (4) attempts, the Respondent will receive a score of zero (0) for that reference evaluation. The OAG will not attempt to correct incorrectly supplied information.

Additionally, the OAG reserves the right to contact references other than those identified by the Respondent to obtain additional information regarding past performance. Any information obtained as a result of such contact may be used to determine whether or not the Respondent is a “responsible vendor”, as defined in section 287.012(24), Florida Statutes.
CLIENT #1

Vendor Name: ____________________________________________________________

Client Name: ____________________________________________________________

Address: ________________________________________________________________

Primary Contact Person: ___________________________________________________

Phone number: ___________________________________________________________

Fax or E-mail: _____________________________________________________________

Alternate Contact Person: _________________________________________________

Phone number: ___________________________________________________________

Fax or E-mail: _____________________________________________________________

Contract Performance Period: _____________________________________________

Location of Services: _____________________________________________________

Brief description of the services performed by the Respondent for this client:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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________________________________________________________________________
CLIENT #2

Vendor Name: ____________________________________________________________
Client Name: ____________________________________________________________
Address: ______________________________________________________________

Primary Contact Person: ________________________________________________
Phone number: __________________________________________________________
Fax or E-mail: __________________________________________________________

Alternate Contact Person: ______________________________________________
Phone number: _________________________________________________________
Fax or E-mail: _________________________________________________________

Contract Performance Period: ___________________________________________
Location of Services: ____________________________________________________

Brief description of the services performed by the Respondent for this client:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
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________________________________________________________________________
________________________________________________________________________
CLIENT #3

Vendor Name: ________________________________________________________________

Client Name: _______________________________________________________________

Address: ___________________________________________________________________
                                                                                   ___________________________________________________________________
                                                                                   ___________________________________________________________________

Primary Contact Person: _______________________________________________________

Phone number: __________________________________________________________________

Fax or E-mail: __________________________________________________________________

Alternate Contact Person: _______________________________________________________

Phone number: __________________________________________________________________

Fax or E-mail: __________________________________________________________________

Contract Performance Period: _________________________________________________

Location of Services: _________________________________________________________

Brief description of the services performed by the Respondent for this client:
____________________________________________________________________________
____________________________________________________________________________
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ATTACHMENT D
EXPERIENCE CERTIFICATION

a. I hereby certify that my company has __________ years and/or __________ months of experience in designing and developing advanced fraud detection systems;

and/or,

b. I hereby certify that my company’s proposed subcontractor(s), if applicable, have __________ years and/or __________ months of experience in designing and developing advanced fraud detection systems.

Names of proposed subcontractor(s):

STATEMENT OF SYSTEM DEMONSTRATION

I hereby certify that my company shall provide a demonstration of its proposed System at a negotiation meeting held with the OAG.

Respondent (Company) Name:

Name and Title of Respondent Representative

Signature ___________________________ Date ___________________________
## ATTACHMENT E

### SYSTEM FUNCTIONAL REQUIREMENTS

<table>
<thead>
<tr>
<th>ID #</th>
<th><strong>MFCU Data Mining Initiative - Advanced Data and Fraud Detection Platform System Functional Requirements</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1000</td>
<td>Basic Business Rules for Data Analytics, Data Model Components, and Fraud Detection Platform</td>
</tr>
<tr>
<td>1001</td>
<td>Use advanced data detection that employs predictive analytics, statistical models, social networking, link analyses, geospatial intelligence and mapping tools, and chart options for visual representation of data patterns and trends to improve fraud detection capabilities.</td>
</tr>
<tr>
<td>1002</td>
<td>Contains a 100% web-based, fully hosted secure &quot;private cloud&quot; platform.</td>
</tr>
<tr>
<td>1003</td>
<td>Access data from multiple sources to help target providers exhibiting high fraud indicators and/or inappropriate billing patterns.</td>
</tr>
<tr>
<td>1004</td>
<td>User friendly access.</td>
</tr>
<tr>
<td>1005</td>
<td>Train state staff to use advanced detection software.</td>
</tr>
<tr>
<td>1006</td>
<td>Ability to access and save an unlimited volume of data with the ease of import and export features including quick data returns and saving functions.</td>
</tr>
<tr>
<td>1007</td>
<td>Able to create and modify data reports and models when needed.</td>
</tr>
<tr>
<td>1008</td>
<td>Capable of running and scheduling multiple data reports simultaneously.</td>
</tr>
<tr>
<td>1009</td>
<td>Establish plan to either access Medicaid data directly or receive extracts from Medicaid DSS for auditing and data analytics.</td>
</tr>
<tr>
<td>1010</td>
<td>Provide consulting services related to the operation of the advanced detection software for one year following implementation.</td>
</tr>
<tr>
<td>1011</td>
<td>Identify and flag high risk claims / providers and allow for further review and analysis of suspect claims.</td>
</tr>
<tr>
<td>1012</td>
<td>Generates programmed data reports with known or learned schemes, algorithms and statistical analytics related to Medicaid fraud.</td>
</tr>
</tbody>
</table>

| 2000 | Workflow Management |
| 2001 | Track data mining analysts time (hours) per month spent on data mining and analyses processes to include report building and writing, mining and analytics, review, research, complaint openings and referrals. |
| 2002 | Allow investigators and other field staff to be able to provide a backflow of information and input findings, additional leads tips or questions within the system. |

| 3000 | Compatibility and Integration |
| 3001 | Access information from the Medicaid DSS to include all DSS Universes for the purposes of collecting the appropriate demographics and claims data for data mining initiatives and project analyses. |
| 3002 | Integrate other public agency information. |
| 3003 | Be compatible with all Microsoft Office 2007 and higher, as well as Internet Explorer 8. |

| 4000 | Reporting |
| 4001 | Provide a centralized data mining initiative project tracking system within the platform that will identify, track and create project summaries and detailed reports to include the following: the project number assigned, project title, project objective or purpose, date of submission within the MFCU, the project or MFCU source, date submitted to state agency, state agency response date, state agency determination, assigned analyst, project status updates/notes, project completion date and outcomes; such as number of complaints opened, number of referrals, and to what agency referred. |
| 4002 | Export reports to multiple formats including Excel, PDF, and HTML. |
| 4003 | Create dashboard reports that will provide a quick overview of established data mining initiative performance measures to include, analyst time tracking, project summaries, referrals counts, complaints opened, cases opened, arrests, etc. |
| 4004 | Measure performance of individual data mining analysts by way of detail reports and dashboard-type summary reports. |
| 4005 | Design automatically generated reports which are created on a set schedule. |
| 4006 | Create custom reports that may be reopened and executed by users at later time. |
| 5000 | Security |
| 5001 | Support security administration following established Office of the Attorney General, Medicaid Fraud Control Unit and AHCA security models for network, database and file systems which will enable multiple different user levels including, but not limited to, administrative, supervisory, and user. |
| 5002 | Supply a copy of Respondent Security Plan and Disaster Recovery Plan. |
| 5003 | Provide an audit trail by tracking activity history that will include who made a change to a data project or report. Users with ability to modify activities should also be identified in an audit trail. |
| 5004 | Submit a plan for an exit strategy. |
| 5005 | Provide Security Assertion Markup Language (SAML) support to provide single sign on capability. |