



RICK SCOTT  
GOVERNOR

ELIZABETH DUDEK  
SECRETARY

February 24, 2015

Prospective Vendor(s):

Subject: Solicitation Number: AHCA ITN 002-14/15

Title: Medicaid Third Party Liability

Addendum No. 1

The enclosed information has been provided for consideration in the preparation of your response to the above mentioned ITN.

All other terms and conditions of the ITN remain in effect.

**To the extent this Addendum gives rise to a protest, failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.**

Sincerely,

*Jennifer Barrett*

Jennifer Barrett, Chief  
Bureau of Support Services

Enclosure:

Questions and Answers (7 Pages)



**AHCA ITN 002-14/15  
MEDICAID THIRD PARTY LIABILITY  
QUESTIONS AND ANSWERS**

Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	ITN Section Reference	Question	Answer
1	Health Management Systems, Inc. (HMS)	February 10, 2015	1	D.5 Data to be Provided to the Vendor by the Agency E. Sample file layouts of the data to be provided to the Vendor are provided in Exhibit I, File Layouts	If the MMIS vendor changes during the course of the TPL contract, will the file formats change? If yes, will the TPL vendor be responsible for the cost of changing the interface?	If the MMIS vendor changes during the course of the TPL Contract, it is possible that the file formats/layouts may change. If the file formats/layouts change, the TPL vendor will be responsible for the cost of changing their interface to comply with the new formats/layouts.
2	Health Management Systems, Inc. (HMS)	February 10, 2015	2	D.6 Vendor General Requirements M. The Vendor shall process all returned mail by obtaining the correct address and re-mailing the correspondence as appropriate in a timely manner.	If the Vendor has exhausted all addresses provided in the FLMMIS for providers and recipients, is the Vendor expected to re-mail to addresses not listed in the FLMMIS for providers or recipients? Doing so could create a significant risk for PHI breaches.	Only if the Vendor has confirmed with the intended provider or recipient that an address other than that contained in FLMMIS is more appropriate. The Vendor should also advise the provider to update their contact information with Medicaid Provider Enrollment and that recipients should update their contact information with either the Department of Children and Families (DCF) or the Social Security Administration (SSA).
3	Health Management Systems, Inc. (HMS)	February 10, 2015	3	D.7 Vendor Systems and Data Requirements A. Systems Requirements 2. The Vendor shall use the same operating system software package as the Agency (currently Windows, Office and Internet Explorer) or the most current, up-to-date software and web browser versions available.	Is it acceptable for the Vendor to use other operating software than those listed in this requirement if the software used is compatible?	Possibly. The compatibility of the Vendor's software would need to be determined by the Agency's Division of Information Technology.
4	Health Management Systems, Inc. (HMS)	February 10, 2015	4	D.13 Vendor Customer Service A. Telephone 9. Callers shall not encounter a busy signal during the required days and hours of operation.	In the event a busy signal is caused by technical conditions that are beyond the Vendor's control, will the Agency consider providing a grace period before assessing liquidated damages?	Yes.
5	Health Management Systems, Inc. (HMS)	February 10, 2015	5	D.13 Vendor Customer Service A. Telephone 10. The Vendor may use an interactive voice response system provided that at each level, the callers can choose to speak with a "live" person, rather than continue through additional prompts. A "live" person shall be available during the required days and hours of operation.	In the event a caller cannot reach a live person due to technical conditions that are beyond the Vendor's control, will the Agency consider providing a grace period before assessing liquidated damages?	Yes.
6	Health Management Systems, Inc. (HMS)	February 10, 2015	6	D.13 Vendor Customer Service A. Telephone 13. The Vendor shall provide the Agency with continuous access to its telephone system from a remote location, for the purpose of monitoring calls in real time.	To provide the most competitive pricing, will the Agency accept a solution whereby the Vendor will provide access to all calls after completion?	No.
7	Health Management Systems, Inc. (HMS)	February 10, 2015	7	D.13 Vendor Customer Service B. Website 1. The Vendor shall develop and maintain a website to be approved by the Agency prior to implementation by the Vendor that provides educational information regarding all components of the Contract resulting from this ITN and ways of contacting the Vendor (address, telephone, fax, e-mail).	Does the Agency currently own the domain that hosts the informational website for FL TPL? If yes, will the Agency transfer management of this website to the new Vendor in order to provide consistency to all stakeholders?	No. The Agency will explore the possibility of transferring the website to the new Vendor.
8	Health Management Systems, Inc. (HMS)	February 10, 2015	8	D.13 Vendor Customer Service B. Website 5. The Agency reserves the right to direct the Vendor to amend or update its website in accordance with the best interests of the State and at no cost to the Agency. Amendments or updates may be required prior to or after implementation.	Is the agency open to allowing an annual limit to the number of amendments or updates to the website a vendor must make at no cost to the Agency? Without a limit, vendors will build unnecessary costs into their price to protect themselves from having to do work that was not budgeted for, thereby increasing the overall cost to the Agency.	After implementation and once the Vendor's system is operating in accordance with the terms of the Contract, the Agency may be open to allowing an annual limit to the number of amendments or updates.

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9	Health Management Systems, Inc. (HMS)	February 10, 2015	9	D.14 Vendor Claims Repository  L. The Agency reserves the right to direct the Vendor to amend or update its claims repository system in accordance with the best interests of the State and at no cost to the Agency. Amendments or updates may be required prior to or after implementation.	Is the agency open to allowing an annual limit to the number of amendments or updates to the claims repository system a vendor must make at no cost to the Agency? Without a limit, vendors will build unnecessary costs into their price to protect themselves from having to do work that was not budgeted for, thereby increasing the overall cost to the Agency.	After implementation and once the Vendor's system is operating in accordance with the terms of the Contract, the Agency may be open to allowing an annual limit to the number of amendments or updates.
10	Health Management Systems, Inc. (HMS)	February 10, 2015	10	D.15 Vendor Case Tracking System  J. The Agency reserves the right to direct the Vendor to amend or update its correspondence and/or paid claim formats in accordance with the best interests of the State and at no cost to the Agency. Amendments or updates may be required prior to or after implementation.	Is the Agency open to allowing an annual limit to the number of amendments or updates to correspondence and/or paid claims formats a vendor must make at no cost to the Agency? Without a limit, vendors will build unnecessary costs into their price to protect themselves from having to do work that was not budgeted for, thereby increasing the overall cost to the Agency.	After implementation and once the Vendor's system is operating in accordance with the terms of the Contract, the Agency may be open to allowing an annual limit to the number of amendments or updates.
11	Health Management Systems, Inc. (HMS)	February 10, 2015	11	D.15 Vendor Case Tracking System  L. The Agency reserves the right to direct the Vendor to amend or update its case tracking system in accordance with the best interests of the State and at no cost to the Agency. Amendments or updates may be required prior to or after implementation.	Is the agency open to allowing an annual limit to the number of amendments or updates to the case tracking system a vendor must make at no cost to the Agency? Without a limit, vendors will build unnecessary costs into their price to protect themselves from having to do work that was not budgeted for, thereby increasing the overall cost to the Agency.	After implementation and once the Vendor's system is operating in accordance with the terms of the Contract, the Agency may be open to allowing an annual limit to the number of amendments or updates.
12	Health Management Systems, Inc. (HMS)	February 10, 2015	12	D.16 Vendor Web Portal  J. The Agency reserves the right to direct the Vendor to amend or update its web portal in accordance with the best interests of the State and at no cost to the Agency. Amendments or updates may be required prior to or after implementation.	Is the agency open to allowing an annual limit to the number of amendments or updates to the web portal a vendor must make at no cost to the Agency? Without a limit, vendors will build unnecessary costs into their price to protect themselves from having to do work that was not budgeted for, thereby increasing the overall cost to the Agency.	After implementation and once the Vendor's system is operating in accordance with the terms of the Contract, the Agency may be open to allowing an annual limit to the number of amendments or updates.
13	Health Management Systems, Inc. (HMS)	February 10, 2015	13	D.16 Vendor Web Portal  17. Post frequently asked questions organized by topic to the web portal.	Is the Agency open to keeping the FAQs posted to the Informational website as opposed to the web portal so that they can be viewed without logon credentials?	FAQs can be placed on the informational website and do not need logon credentials.
14	Health Management Systems, Inc. (HMS)	February 10, 2015	14	D.18 Vendor Accounting  U. The Vendor shall submit to the Agency a copy of deposit slip(s) on a daily basis.	If the Vendor utilizes a bank managed lockbox, can the Agency confirm that deposit slips would not be needed, as there is online reporting available to confirm deposits?	The current TPL vendor utilizes bank managed lockboxes and deposit slip copies are not required at this time. However, deposit records would still be required to be submitted daily.
15	Health Management Systems, Inc. (HMS)	February 10, 2015	15	D.19 Method of Payment  G. The Vendor shall be paid a fixed per enrollee per month fee for individuals enrolled in the HIPP Program. "Enrolled" is defined as a month when a premium payment is appropriately made on behalf of a recipient. In addition, the Vendor shall be reimbursed by the Agency for any premiums paid on behalf of recipients enrolled in the HIPP Program.	Will the agency please provide the current number of HIPP enrollees as well as the projected number of HIPP enrollees for each year of the term of the contract?	The HIPP program is currently not operational. Therefore, the number of enrollees or potential enrollees is not available at this time.
16	Health Management Systems, Inc. (HMS)	February 10, 2015	16	D.22 Vendor Reports  K. The Agency reserves the right to direct the Vendor to amend or update any and all of its reports or report formats in accordance with the best interests of the State and at no cost to the Agency. Amendments or updates may be required prior to or after implementation.	Is the agency open to allowing an annual limit to the number of amendments or updates to reports or report formats a vendor must make at no cost to the Agency? Without a limit, vendors will build unnecessary costs into their price to protect themselves from having to do work that was not budgeted for, thereby increasing the overall cost to the Agency.	After implementation and once the Vendor is operating in accordance with the terms of the Contract, the Agency may be open to allowing an annual limit to the number of amendments or updates.

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17	Health Management Systems, Inc. (HMS)	February 10, 2015	17	D.28 Medicare and Other Third party Payor Recovery B. Data Matching 1. The Vendor shall perform the following data matches at a minimum: a. Tricare/CHAMPUS matches as authorized by CMS/DEERS; b. Commercial Insurance Carriers; c. Medicare Files; d. Workers' Compensation File; e. Highway Safety and Motor Vehicles File; f. Medical Support Enforcement File/New Hire File (Department of Revenue); g. Trauma Diagnosis Code File; and h. Vital Statistics Files.	Will the Agency please identify which files will be supplied by the State?	The Agency will provide claims and recipient eligibility files. The Vendor will be required to obtain or utilize Agency data sharing agreements with other entities to conduct the required data matches as necessary.
18	Health Management Systems, Inc. (HMS)	February 10, 2015	18	D.28 Medicare and Other Third party Payor Recovery B. Data Matching 2. The Vendor shall perform data matches with other entities as directed by the Agency. There will be no increase in fees for additional data matches conducted by the Vendor.	Is the agency open to allowing an annual limit to the number of additional data matches a vendor must perform at no cost to the Agency? Without a limit, vendors will build unnecessary costs into their price to protect themselves from having to do work that was not budgeted for, thereby increasing the overall cost to the Agency.	No. Data matching requirements may be required/directed from sources outside of the Agency. Therefore, the Agency cannot impose annual limits.
19	Health Management Systems, Inc. (HMS)	February 10, 2015	19	D.28 Medicare and Other Third party Payor Recovery B. Data Matching 5. The Agency reserves the right to direct the Vendor to amend or update its computer match criteria in accordance with the best interests of the State and at no cost to the Agency. Amendments or updates may be required prior to or after implementation.	Is the agency open to allowing an annual limit to the number of amendments or updates to the computer match criteria a vendor must make at no cost to the Agency? Without a limit, vendors will build unnecessary costs into their price to protect themselves from having to do work that was not budgeted for, thereby increasing the overall cost to the Agency.	No. Data matching requirements may be required/directed from sources outside of the Agency. Therefore, the Agency cannot impose annual limits.
20	Health Management Systems, Inc. (HMS)	February 10, 2015	20	D.28 Medicare and Other Third party Payor Recovery C. Medicare 2. The Vendor shall notify Medicaid providers as appropriate of claims paid by Medicaid for which Medicare may have been liable and recoup any identified Medicaid overpayments.	Are all methods of recoupment electronic or are there any recoupments that require a manual process? If there are recoupments that require a manual process, could the Agency please describe that process and the expected volume of manual recoupments?	Currently, recoupment processes are performed both electronically and manually. Manual processes would include, but may not be limited to, mailing audit letters and initiating phone calls; receiving, depositing, and reconciling paper checks; and submitting forms and documentation to apply and post recoveries in the FLMMIS and the Agency's accounting systems. Medicaid recently transitioned from a fee-for-service delivery system to a managed care system of delivery. Due to this transition, it is not possible to estimate the expected volume of manual recoupments.
21	Health Management Systems, Inc. (HMS)	February 10, 2015	21	D.28 Medicare and Other Third party Payor Recovery D. Other Third Party Payor 5. The Vendor shall notify Medicaid providers as appropriate of claims paid by Medicaid for which an insurance carrier may have been liable and recoup any identified Medicaid overpayments.	Are all methods of recoupment electronic or are there any recoupments that require a manual process? If there are recoupments that require a manual process, could the Agency please describe that process and the expected volume of manual recoupments?	Currently, recoupment processes are performed both electronically and manually. Manual processes would include, but may not be limited to, mailing audit letters and initiating phone calls; receiving, depositing, and reconciling paper checks; and submitting forms and documentation to apply and post recoveries in the FLMMIS and the Agency's accounting systems. Medicaid recently transitioned from a fee-for-service delivery system to a managed care system of delivery. Due to this transition, it is not possible to estimate the expected volume of manual recoupments.

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22	Health Management Systems, Inc. (HMS)	February 10, 2015	22	D.28 Medicare and Other Third party Payor Recovery F. Providers and Recipients The Vendor shall pursue and recover payments that were made to either providers or recipients directly from carriers that should have been reimbursed to Medicaid.	Will the Agency please clarify by what method they would like vendors to recover payments made to recipients directly from carriers?	The Vendor shall send letters requesting that the Medicaid program be reimbursed.
23	Health Management Systems, Inc. (HMS)	February 10, 2015	23	D.29 Cost Avoidance A. TPL Resource File Maintenance 6. The Vendor shall review the daily TPL Resource Update Report which is an eligibility file received from DCF that contains TPL information added in the FMMIS. The Vendor shall verify the insurance information contained on this report and update the TPL Resource File as appropriate.	Will the TPL information that is received on the daily TPL Resource Update Report be loaded to the MMIS and then verified for corrections to be made afterward or prior to loading to the MMIS? Since it is likely that the information coming from DCF could be repetitive, can the Agency confirm that the Vendor would only be verifying changes or additions to the file? Can the Agency please provide an expected daily volume of policies that they anticipate will need verification?	Afterward. Changes and additions only. Currently, daily volume averages between 200-400 changes/updates.
24	Health Management Systems, Inc. (HMS)	February 10, 2015	24	D.29 Cost Avoidance C. Leads Letters 1. When Medicaid processes a claim that includes a third party payment for services but the third party information is not in the FMMIS a "leads letter" shall be sent by the Vendor to the Medicaid recipient in order to determine if other insurance is available.	Will the Leads Letter Information contain recipients that are enrolled in Managed Care? If so, should those be sent a letter?	No. Lead letters should only be utilized for recipients that are not enrolled in a Managed Care plan.
25	Health Management Systems, Inc. (HMS)	February 10, 2015	25	D.29 Cost Avoidance C. Leads Letters 2. The Vendor shall mail leads letters within three (3) business days of receipt of the leads letter information from the Agency.	If there is a need to manually remove Managed Care Recipients from the Leads Letter Information file prior to printing in mailing, will the Agency consider extending the time to mail the letters from three (3) business days to seven (7) business days to allow this manual process to alter the data provided?	The Agency may consider extending timeframes.
26	Health Management Systems, Inc. (HMS)	February 10, 2015	26	D.31 Other Recovery Projects J. All supporting documentation in the possession of the Vendor, including the source code, shall be delivered to the Agency upon conclusion of the Contract resulting from this ITN. This shall not apply to any other software or application developed by the Vendor either before or during the term of the Contract resulting from this ITN.	Will the Agency please confirm that the only source code expected to be delivered upon conclusion of the contract is that related to the queries for the Other Recovery Projects.	Yes.
27	Health Management Systems, Inc. (HMS)	February 10, 2015	27	D.32 Performance Standards and Liquidated Damages A. The Agency reserves the right to impose liquidated damages upon the Vendor for failure to comply with the performance standard requirements set forth in Table 1, Performance Standards and Liquidated Damages below.	Does the Agency have an expected date for contract execution? Will deadlines linked to Liquidated Damages be moved back relative to any delays in the contract execution date?	The Agency anticipates executing the Contract in the summer of 2015. Yes, unless such delays are attributed to the Vendor.
28	Health Management Systems, Inc. (HMS)	February 10, 2015	28	Attachment E, Evaluation Criteria	Has the Agency considered weighting Respondent/Subcontractor Experience and Qualifications more heavily to ensure that a vendor that is able to fully perform the work is chosen? When scoring Respondent/Subcontractor Experience and Qualifications, please confirm the Agency will be evaluating the Vendor as a company not the company's employee experience?	Please refer to Attachment E, Evaluation Criteria for the scoring requirements.

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29	Health Management Systems, Inc. (HMS)	February 10, 2015	29	I.F. Indemnification and Exhibit IV (end of Scope section), Attachment H.  The Vendor shall save and hold harmless and indemnify the State of Florida and the Agency against any and all liability, claims, suits, judgments, damages or costs of whatsoever kind and nature resulting from the use, service, operation or performance of work under the terms of this Contract, resulting from any act, or failure to act, by the Vendor, its subcontractor, or any of the employees, agents or representatives of the Vendor or subcontractor.	Is the Agency willing to limit this provision to "negligent act, or negligent failure to act, or intentional misconduct"?	No.
30	Health Management Systems, Inc. (HMS)	February 10, 2015	30	III.A Termination, Attachment H	Will the Agency consider including language for a right to terminate both at will upon 90 days' notice and for breach by the Agency in the Contract?	No.
31	Health Management Systems, Inc. (HMS)	February 10, 2015	31	Exhibit IV, 4.Contribution, Attachment H  In any Proceeding in which the Vendor is held to be jointly liable with the Agency for payment of any claim of any kind (whether for damages, attorneys' fees, costs or otherwise), if the Duty to Indemnify provision is for any reason deemed to be inapplicable, the Vendor shall contribute toward satisfaction of the claim whatever portion is or would be payable by the Agency in addition to that portion which is or would be payable by the Vendor, including payment of damages, attorneys' fees and costs, without recourse against the Agency.	If it is held that the Duty to Indemnify provision is inapplicable, Vendors should have no obligation to pay funds toward satisfaction of any claim for any amounts that are due to the joint liability of the State. Will the Agency consider removing this language?	No.
32	Health Management Systems, Inc. (HMS)	February 10, 2015	32	22. Termination for Convenience,  Attachment B  The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.	Will the Agency consider adding language that provides the Vendor with right to terminate for convenience?	No.
33	Health Management Systems, Inc. (HMS)	February 10, 2015	33	D.30. Health Insurance Premium Payment (HIPPI) Program  C.8. The Vendor shall have the ability to generate premium payments within three (3) business days of receipt of a complete and valid reimbursement request.	Since reimbursement requests could come in daily, vendors could be in a position where they are issuing payments on a daily basis. For consistency and to prevent excess costs to the Agency, is the Agency amenable to a weekly or bi-weekly payment process whereby vendors issue payments for all requests received in the prior 7 or 14 days?	No.
34	Health Management Systems, Inc. (HMS)	February 10, 2015	34	C.39 General Instructions for Response Preparation and Submission	Does the Agency expect vendors to respond point-by-point to the technical requirements of the ITN?	Yes.
35	Health Management Systems, Inc. (HMS)	February 10, 2015	35	Attachment J, Cost Proposal	Is the Agency open to a tiered pricing approach?	No.
36	Health Management Systems, Inc. (HMS)	February 10, 2015	36	D.3  D. The Managed Care Plan shall have the sole right to subrogation and recovery from a liable third party for one (1) year from when the plan incurred the cost to recover from any third party resource. All recoveries outside this period that were not initiated by the Managed Care Plan will be pursued by the Agency or its Vendor. Managed Care Plan recovery rights exclude all estate, trust and annuity recoveries.	How does the Agency define "incurred the cost to recover" in relation to initiation of a case by the Managed Care Plan? Is this in the event that the Managed Care Plan filed a lien, made a phone call, sent a letter or some other action?	Please see Attachment II, Section X., D., of the MMA Model Contract. <a href="http://ahca.myflorida.com/medicaid/statewide_mc/pdf/mma/Attachment_II_Core_Contract_Provisions_2015_01_15.pdf">http://ahca.myflorida.com/medicaid/statewide_mc/pdf/mma/Attachment_II_Core_Contract_Provisions_2015_01_15.pdf</a>  Covered third party collections include only recoveries initiated within one year after the Managed Care Plan's claims payment date for the cost of covered services incurred by the Managed Care Plan on behalf of an enrollee for services that should have been paid through a third party. The Managed Care Plan shall be considered to have initiated a recovery by filing a claim of lien in a court of law or filing a claim for reimbursement with the liable third party for the full amount of medical assistance provided.

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37	Health Management Systems, Inc. (HMS)	February 10, 2015	37	D.6  S. Upon discovery of any Vendor backlog for any component of the Contract resulting from this ITN, the Vendor shall notify the Agency in person, via telephone or electronic mail, as soon as possible but no later than the close of business if the backlog is identified during the business day and no later than 9:00 a.m. EST or EDT, as appropriate, the following business day if the backlog is identified after close of business.	What does the Agency consider a "backlog" for scopes of work that do not have a 8 business hour SLA, such as Casualty, Estates, Trust, and Annuity?	Any scope of work that is not performed within the timeframes and requirements of the Contract and approved policies and procedures could be considered a backlog.
38	Health Management Systems, Inc. (HMS)	February 10, 2015	38	D.15.O.3  "Open a case through electronic notification"	What forms of electronic notification does this include? Does this include email notification?	Electronic notifications may include, but not be limited to: email, phone, fax, data files, electronic forms, images and any other electronic methods that may be available and approved by the Agency.
39	Health Management Systems, Inc. (HMS)	February 10, 2015	39	D.15.O.13  Document and maintain Medicaid HMO information;	What specific information does the agency want the vendor to compile on Medicaid HMO's?	The Vendor may need to document and maintain Medicaid HMO enrollment, eligibility, and paid claims data for individual cases.
40	Health Management Systems, Inc. (HMS)	February 10, 2015	40	D.15.O.23  Generate a complete listing of all paid claims for a recipient in a user friendly format in order to fulfill requests for records using the data directly provided by the Agency described in Section D.5, Data to be Provided to the Vendor by the Agency;	Does this require the vendor to be the Agency's records custodian?  Should the vendor send all requests that are not TPL related to the Agency's HIPAA office?	No.  Yes.
41	Health Management Systems, Inc. (HMS)	February 10, 2015	41	D.23.B.1  The Vendor shall file a Motion to Quash in instances when subpoenas are served to the Vendor or on behalf of the Agency whenever it relates to an identifiable Medicaid recipient.	Are there exceptions to moving to quash a subpoena?  Is the Vendor required to file motions to quash because 45 CFR 164.502 (HIPAA) and §459.057, Florida Statutes, prohibit the release of this information?  As these two laws make exceptions for both signed authorizations and proper subpoenas with notice, how can the Vendor not accept a proper subpoena as sufficient to turn over Protected Health Information?  Has the State of Florida implemented the requirements of 42 CFR 431.300-07, does the Agency have the authority required under 42 CFR 431.303, and does the Agency have the criteria required by 42 CFR 431.306(a)?  The example Motion to Quash states that, under 42 CFR 431.300-07, the information cannot be disclosed without a medical release or a court order. Do these regulations also prevent disclosure upon a proper subpoena?  The example Motion to Quash also states that, under 42 CFR 431.300-07, the request for information "must relate to the direct administration of the Medicaid State Plan." How is a "HIPAA compliant release" sufficient to ensure the purpose is appropriate, but a proper subpoena insufficient?	The expectation is that the Vendor will take appropriate legal action to protect the confidentiality of Medicaid recipient data under Federal Medicaid law and HIPAA. This includes the filing of motions to quash in response to subpoenas.

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42	Health Management Systems, Inc. (HMS)	February 10, 2015	42	D.23.A.11  11. Notwithstanding any other provisions herein, the Agency may opt to conduct litigation or perform other legal action, either through contract with private counsel or with in-house resources, that would otherwise be handled by the Vendor, and the Vendor shall coordinate directly with the Agency General Counsel's Office. If the Agency uses in-house personnel, the Vendor shall remain responsible for the costs of the litigation, not including the salaries of the Agency personnel. When the Vendor does not perform litigation, the Vendor's contingency fee shall be reduced by an amount to be negotiated during the negotiation phase of this ITN. At the sole discretion of the Agency, sharing of litigation costs may be subject to negotiation during the negotiation phase.	Is the vendor to answer to General Counsel in conjunction with the TPL Contract Manager? Does the General Counsel have the same authority as the Contract Manager to instruct the vendor on various matters? Where does the General Counsel fall in our chain of command with respect to the Agency's Contract Manager?	All matters shall be directed to the Agency's designated Contract Manager for action or resolution.