



RICK SCOTT  
GOVERNOR

ELIZABETH DUDEK  
SECRETARY

February 24, 2015

Prospective Vendor(s):

Subject: Solicitation Number: AHCA RFP 003-14/15

Title: Independent Validation and Verification (IV and V) Consulting Services for the Medicaid Management Information System, Decision Support System, and Fiscal Agent Procurement

This solicitation is being issued by the State of Florida, Agency for Health Care Administration, hereinafter referred to as “**AHCA**” or “**Agency**”, to select a vendor to provide IV and V Consulting Services for the Medicaid Management Information System, Decision Support System, and Fiscal Agent Procurement. The solicitation package consists of this transmittal letter and the following attachments:

<b>Attachment A</b>	PUR 1001, State of Florida General Instructions to Respondents
<b>Attachment B</b>	PUR 1000, State of Florida General Contract Conditions
<b>Attachment C</b>	Special Conditions
<b>Attachment D</b>	Scope of Services
<b>Attachment E</b>	Evaluation Criteria
<b>Attachment F</b>	Past Performance – Client Reference Form
<b>Attachment G</b>	Required Certifications
<b>Attachment H</b>	Standard Contract
<b>Attachment I</b>	Certification of Drug-Free Workplace Form
<b>Attachment J</b>	Cost Proposal
<b>Attachment K</b>	Vendor Certification Regarding Scrutinized Companies Lists
<b>Attachment L</b>	Information Technology Security Plan

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



The designated AHCA Issuing Officer for this solicitation is the undersigned. All communications from prospective vendors shall be made in writing and directed to my attention at the address provided in Attachment C, Special Conditions, Section C.5, unless otherwise instructed in the RFP.

The term "response" or "reply" may be used interchangeably and mean the prospective vendor's submission to this RFP.

Sincerely,

*Jennifer Barrett*

Jennifer Barrett, Chief  
Bureau of Support Services

# ATTACHMENT A

## State of Florida PUR 1001

### General Instructions to Respondents

#### Contents

1. Definitions.
2. General Instructions.
3. Electronic Submission of Responses.
4. Terms and Conditions.
5. Questions.
6. Conflict of Interest.
7. Convicted Vendors.
8. Discriminatory Vendors.
9. Respondent's Representation and Authorization.
10. Manufacturer's Name and Approved Equivalents.
11. Performance Qualifications.
12. Public Opening.
13. Electronic Posting of Notice of Intended Award.
14. Firm Response.
15. Clarifications/Revisions.
16. Minor Irregularities/Right to Reject.
17. Contract Formation.
18. Contract Overlap.
19. Public Records.
20. Protests.
21. Limitation on Vendor Contact with Agency During Solicitation Period

**1. Definitions.** The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

**2. General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

**3. Electronic Submission of Responses.** Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and

- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

**4. Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

**5. Questions.** Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

**6. Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

**7. Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;

- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

**8. Discriminatory Vendors.** 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;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

**9. Respondent's Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors,

officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts

relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

**10. Manufacturer's Name and Approved Equivalents.** Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

**11. Performance Qualifications.** The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

**12. Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

**13. Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of

intended award at [http://fcn.state.fl.us/owa\\_vbs/owa/vbs\\_www.main\\_menu](http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu). If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

**14. Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

**15. Clarifications/Revisions.** Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

**16. Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

**17. Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

**18. Contract Overlap.** Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

**19. Public Records.** Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

**20. Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3)

and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a 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."

**21. Limitation on Vendor Contact with Agency During Solicitation Period.** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

**ATTACHMENT B**  
**State of Florida**  
**PUR 1000**  
**General Contract Conditions**

**Contents**

1. Definitions.
2. Purchase Orders.
3. Product Version.
4. Price Changes Applicable only to Term Contracts.
5. Additional Quantities.
6. Packaging.
7. Inspection at Contractor's Site.
8. Safety Standards.
9. Americans with Disabilities Act.
10. Literature.
11. Transportation and Delivery.
12. Installation.
13. Risk of Loss.
14. Transaction Fee.
15. Invoicing and Payment.
16. Taxes.
17. Governmental Restrictions.
18. Lobbying and Integrity.
19. Indemnification.
20. Limitation of Liability.
21. Suspension of Work.
22. Termination for Convenience.
23. Termination for Cause.
24. Force Majeure, Notice of Delay, and No Damages for Delay.
25. Changes.
26. Renewal.
27. Purchase Order Duration.
28. Advertising.
29. Assignment.
30. Antitrust Assignment
31. Dispute Resolution.
32. Employees, Subcontractors, and Agents.
33. Security and Confidentiality.
34. Contractor Employees, Subcontractors, and Other Agents.
35. Insurance Requirements.
36. Warranty of Authority.
37. Warranty of Ability to Perform.
38. Notices.
39. Leases and Installment Purchases.
40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).
41. Products Available from the Blind or Other Handicapped.
42. Modification of Terms.
43. Cooperative Purchasing.
44. Waiver.
45. Annual Appropriations.
46. Execution in Counterparts.
47. Severability.

**1. Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive

commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

**2. Purchase Orders.** In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

**3. Product Version.** Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

**4. Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products

involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) **Trade-In.** Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) **Equitable Adjustment.** The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

**5. Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

**6. Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

**7. Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

**8. Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-

operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

**9. Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

**10. Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

**11. Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

**12. Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

**13. Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the



Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

**14. Transaction Fee.** The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprourement costs from the Contractor in addition to all outstanding fees.

**CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

**15. Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the

Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

**16. Taxes.** The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

**17. Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

**18. Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dhis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

**19. Indemnification.** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and

hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

**20. Limitation of Liability.** For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the

Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

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

**22. Termination for Convenience.** 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.

**23. Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

**24. Force Majeure, Notice of Delay, and No Damages for Delay.**

The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.**

Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

**25. Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

**26. Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent

upon satisfactory performance evaluations and subject to availability of funds.

**27. Purchase Order Duration.** Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

**28. Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the

Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

**29. Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

**30. Antitrust Assignment.** The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

**31. Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

**32. Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer'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 Contractor's employees, subcontractors, or agents.

**33. Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

**34. Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

**35. Insurance Requirements.** During the Contract term, the Contractor 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 Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

**36. Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

**37. Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

**38. Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

**39. Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

**40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

**41. Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

**42. Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents

forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

**43. Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

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

**45. Annual Appropriations.** The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

**46. Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**47. Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

## ATTACHMENT C SPECIAL CONDITIONS

- C.1 Solicitation Number:** AHCA RFP 003-14/15
- C.2 Solicitation Type:** Request for Proposal
- C.3 Solicitation Title:** Independent Validation and Verification (IV and V) Consulting Services for the Medicaid Management Information System (MMIS), Decision Support System (DSS), and Fiscal Agent Procurement
- C.4 Date of Issuance:** February 24, 2015
- C.5 Issuing Officer:** Jennifer Barrett  
Agency for Health Care Administration  
Building 2, Suite 203, Mail Stop 15  
2727 Mahan Drive  
Tallahassee, FL 32308-5403  
Fax #: 850-488-0317  
Email: [procurement@ahca.myflorida.com](mailto:procurement@ahca.myflorida.com)

**C.6 Solicitation Timeline:**

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

ACTIVITY	DATE/TIME	LOCATION
Solicitation Issued by Agency	February 24, 2015	Electronically Posted <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_menu</a>
Deadline for Receipt of Written Inquiries	March 10, 2015	2727 Mahan Drive, MS# 15 Tallahassee, FL 32308-5403
Anticipated date for Agency Responses to Written Inquiries	March 23, 2015	Electronically Posted <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_menu</a>
Deadline for Receipt of Responses	April 10, 2015 @ 2:00 PM	Address Provided in C.5 above
Public Opening of Responses	April 10, 2015 @ 2:00 PM	2727 Mahan Drive, Building 2 Operations Conference Room, 2 <sup>nd</sup> Floor, Room 200 Tallahassee, FL 32308-5403
Anticipated Posting of Notice of Intent to Award	May 11, 2015	Electronically Posted <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_menu</a>

### **C.7 Mandatory Requirements:**

The State has established certain requirements with respect to responses submitted to competitive solicitations. The use of “shall”, “must”, or “will” (except to indicate futurity) in this RFP, indicates a requirement or condition from which a material deviation may not be waived by the State. A deviation is material if, in the State’s sole discretion, the deficient response is not in substantial accord with the RFP requirements, provides an advantage to one 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 RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such desirable feature will not in itself cause rejection of a response.

### **C.8 Restriction on Communications:**

Respondents to this RFP or persons acting on their behalf may not contact, between the release of the RFP and the end of the seventy-two (72) hour period following the Agency posting the notice of intended award, excluding Saturdays, Sundays, and State holidays, any employee or officer of the executive or legislative branch concerning any aspect of this RFP, except in writing to the Issuing Officer or as provided in the RFP documents. Violation of this provision may be grounds for rejecting a response.

### **C.9 Vendor Questions:**

Note: This Special Instruction takes precedence over **Attachment A**, General Condition #5.

The Agency will receive all questions pertaining to this RFP no later than the date and time specified for written inquiries in Section C.6, Solicitation Timeline. All inquiries must be made in writing to the Issuing Officer identified in Section C.5. Questions may be sent by email or fax. (Email is preferred and encouraged.) **No telephone inquiries will be accepted.** The Agency’s response to questions received will be posted as an addendum to this RFP as specified in Section C.6, Solicitation Timeline. The Agency reserves the right to consider questions received after the submission deadline on a case-by-case basis. If the Agency, in its sole discretion, determines that all prospective vendors would benefit from a response, an addendum to this RFP will be issued and posted to the Vendor Bid System.

### **C.10 Solicitation Addenda:**

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

### **C.11 Public Opening of Responses:**

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



**C.12 Cost of Response Preparation:**

The costs related to the development and submission of a response to this RFP is the full responsibility of the respondent and is not chargeable to the Agency.

**C.13 Independent Preparation of Response:**

A respondent shall not, directly or indirectly, collude, consult, communicate or agree with any other respondent as to any matter related to the response each is submitting. Additionally, a respondent shall not induce any other respondent to submit or not to submit a response.

**C.14 Required Certifications:**

The following certifications, contained in **Attachment G**, Required Certifications, are required and must be submitted with the response:

- Acceptance of the Contract Terms and Conditions - certifying that the prospective vendor accepts the terms and conditions as specified in this RFP and in the Agency Standard Contract, **Attachment H**.
- A Statement of No Involvement - certifying that neither the prospective vendor nor any person with an interest in the firm had a noncompetitive Contract involving any of the preliminary work such as a feasibility study or preparing the RFP.
- Non-Collusion Certification – certifying all persons, companies, or parties interested in the response as principals are named; that the response is made without collusion with any other persons, company or parties submitting a response; that it is made in good faith; and the signatory has full authority to legally bind the prospective vendor to the provisions of this RFP.
- Organizational Conflict of Interest Certification – certifying that the prospective vendor (including its subcontractors, subsidiaries and partners) have no existing relationship, financial interest or other activity which creates any actual or potential organizational conflicts of interest relating to the award of a Contract for this RFP; and the prospective vendor has included information in its response to the RFP detailing the existence of actual or potential organizational conflicts of interest and has provided a “Conflict of Interest Mitigation Plan”.
- Certification Regarding Terminated Contracts – the respondent shall list:
  - All State or Federal Contracts that it or its subsidiaries and affiliates have unilaterally and willfully terminated within the past five (5) years.
  - All State or Federal Contracts of the vendor and its subsidiaries and affiliates that have been terminated within the past five (5) years by a State or the Federal government for cause, prior to the end of the Contract.

**THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO ATTACHMENT G, REQUIRED CERTIFICATIONS WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR’S RESPONSE. FAILURE TO SUBMIT ATTACHMENT G, REQUIRED CERTIFICATIONS, SIGNED BY AN AUTHORIZED OFFICIAL, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR’S RESPONSE. ATTACHMENT G,**



**REQUIRED CERTIFICATIONS IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT:**  
<http://ahca.myflorida.com/Procurements/index.shtml>.

**C.15 Original Proposal Guarantee:**

The original response must be accompanied by an original proposal guarantee payable to the State of Florida in the amount of **\$234,154.00**; the respondent must be the guarantor. The Agency **will not** accept a copy of the proposal guarantee with the original response.

The form of the proposal guarantee shall be a bond, cashier's check, treasurer's check, bank draft, or certified check. The Agency **will not** accept a letter of credit in lieu of the proposal guarantee.

All proposal guarantees will be returned upon execution of the legal Contract with the successful vendor. If the successful vendor fails to execute a Contract within ten (10) consecutive calendar days after a Contract has been presented to the successful vendor for signature, the proposal guarantee shall be forfeited to the State. The proposal guarantee from the successful vendor will be returned only after the Agency has received the performance bond required under this RFP.

The "proposal guarantee" is a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying the proposal as assurance that the respondent shall, upon the Agency's acceptance of his or her proposal, execute such contractual documents as may be required within the time specified.

**FAILURE TO INCLUDE THE ORIGINAL PROPOSAL GUARANTEE WITH THE SUBMISSION OF THE ORIGINAL RESPONSE WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. THE PROPOSAL BOND MUST NOT CONTAIN ANY PROVISIONS THAT SHORTEN THE TIME FOR BRINGING AN ACTION TO A TIME LESS THAN THAT PROVIDED BY THE APPLICABLE FLORIDA STATUTE OF LIMITATIONS. SEE SECTION 95.03, FLORIDA STATUTES.**

**C.16 Prohibition of Gratuities:**

By submission of a response, a respondent certifies that no elected official or employee of the State of Florida has or shall benefit financially or materially from such response or subsequent Contract in violation of the provisions of Chapter 112, Florida Statutes. Any Contract issued as a result of this RFP may be terminated if it is determined that gratuities of any kind were either offered or received by any of the aforementioned parties.

**C.17 Type of Contract Contemplated:**

The Contract resulting from this RFP will be a fixed price (unit cost) Contract.

A copy of the proposed Standard Contract containing all requirements is included as **Attachment H**, Standard Contract. The prospective vendor should closely review the requirements contained in the proposed Standard Contract. Modifications proposed by the prospective vendor may not be considered. This RFP, including all its addenda, the Agency's written response to written inquiries, and the successful vendor's response shall be incorporated by reference in the final Contract document.

**C.18 Number of Awards:**

The Agency anticipates the issuance of one (1) Contract as a result of this RFP. The Agency, at its sole discretion, shall make this determination.

**C.19 Term of Contract:**

The anticipated term of the resulting Contract is June 1, 2015 through January 31, 2019. The term of the resulting Contract is subject to change based on the actual execution date of the resulting Contract.

In accordance with Section 287.057(13), Florida Statutes, the Contract resulting from this RFP may be renewed for a period that may not exceed three (3) years or the term of the resulting original Contract period whichever is longer. Renewal of the resulting Contract shall be in writing and subject to the same terms and conditions set forth in the resulting original Contract. A renewal Contract may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the Agency, are subject to the availability of funds, and optional to the Agency.

It is the Agency's policy to attempt to reduce Contract renewals and re-procurements with the vendor by at least 5 percent (5%), but not to affect the level and quality of services.

**C.20 Subcontracting:**

The successful vendor shall not subcontract, assign, or transfer any work identified under this RFP or the resulting Contract, with the exception of those subcontractors identified in the prospective vendor's response, without prior written consent of the Agency.

The vendor is responsible for all work performed under the Contract resulting from this RFP. No subcontract that the vendor enters into with respect to performance under the resulting Contract shall in any way relieve the vendor of any responsibility for performance of its duties. The successful vendor shall assure that all tasks related to the subcontract are performed in accordance with the terms of the resulting Contract.

The Agency supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this RFP enthusiastically embrace diversity. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Prospective vendors can contact the Office of Supplier Diversity at (850) 487-0915 for information on minority vendors who may be considered for subcontracting opportunities.

**C.21 Performance Bond:**

A performance bond in the amount of ten percent (10%) of the total amount of the resulting Contract shall be furnished to the Agency by the successful vendor. The bond must be furnished to the Issuing Officer identified in Section C.5 within thirty (30) calendar days after execution of the resulting Contract and prior to commencement of any work under the resulting Contract. The performance bond must not contain any provisions that shorten the time for bringing an action to a time less than that provided by the applicable Florida Statute of Limitations. See section 95.03, Florida Statutes.

No payments will be made to the successful vendor until the performance bond is in place and approved by the Agency in writing. The performance bond shall remain in effect for the full

term of the resulting Contract, including any renewal period. The Agency shall be named as the beneficiary of the successful vendor's bond. The bond shall provide that the insurer or bonding company(s) pay losses suffered by the Agency directly to the Agency.

The cost of the performance bond will be borne by the successful vendor.

Should the successful vendor terminate the resulting Contract prior to the end of the resulting Contract period, an assessment against the bond will be made by the State to cover the costs of issuing a new solicitation and selecting a new vendor. The successful vendor agrees that the Agency's damages in the event of termination by the successful vendor shall be considered to be for the full amount of the bond. The Agency need not prove the damage amount in exercising its right of recourse against the bond.

**C.22 Venue:**

The Contract resulting from this RFP shall be delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of the resulting Contract shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision shall be found ineffective, then to the extent of such prohibition or invalidity, that provision shall be severed without invalidating the remainder of such provision or the remaining provisions of the resulting Contract. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

**C.23 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 vendor 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 six (6) 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 six (6) years, the records shall be retained until resolution of the audit findings.

Refusal by the successful vendor to allow access to all records, documents, papers, letters, other materials or on-site activities related to the 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 vendor is required to maintain records. The successful vendor will be responsible for all storage fees associated with the medical records maintained under the resulting Contract. The successful vendor is also responsible for the shredding of medical records that meet the retention schedule noted above.

Failure to retain records as required may result in cancellation of the resulting Contract. The Agency shall give the successful vendor advance notice of cancellation pursuant to this provision and shall pay the successful vendor 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 Agency of any of its obligations under a Contract awarded pursuant to this RFP shall be subject to the successful vendor's compliance with this provision.

**C.24 Accounting:**

The successful vendor shall maintain an accounting system and employ accounting procedures and practices that conform to generally accepted accounting principles and standards. All charges applicable to the resulting Contract shall be readily ascertainable from such records. The successful vendor is required to submit annual financial audits to the Agency within thirty (30) days of receipt.

**C.25 Confidentiality of Beneficiary Information:**

All personally identifiable beneficiary information obtained by the successful vendor 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 vendor must have a process that specifies that patient-specific information remains confidential, is used solely for the purposes of data analysis and other vendor responsibilities under the Contract resulting from this RFP, and is exchanged only for the purpose of conducting a review or other duties outlined in the resulting Contract.

Any patient-specific information received by the successful vendor can be shared only with those agencies that have legal authority to receive such information and cannot be otherwise transmitted for any purpose other than those for which the successful vendor is retained by the Agency. The successful vendor 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]) governing confidentiality, including electronic treatment records, facsimile mail, and electronic mail).

The successful vendor's subcontracts must explicitly state expectations about the confidentiality of information, and the subcontractor is held to the same confidentiality requirements as the successful vendor. If provider-specific data are released to the public, the successful vendor shall have policies and procedures for exercising due care in compiling and releasing such data that address statutory protections of quality assurance and confidentiality while assuring that open records requirements of Chapter 119, Florida Statutes, are met.

Any releases of information to the media, the public, or other entities require prior approval from the Agency.

**C.26 Audits/Monitoring:**

The Agency may conduct, or have conducted, performance and/or compliance reviews, reviews of specific records or other data as determined by the Agency. The Agency may conduct a review of a sample of analyses performed by the successful vendor to verify the quality of the successful vendor's analyses. Reasonable notice shall be provided for reviews conducted at the successful vendor's place of business.

Reviews may include, but shall not be limited to, reviews of procedures, computer systems, beneficiary records, accounting records, and internal quality control reviews. The successful vendor shall work with any reviewing entity selected by the State.

During the resulting Contract period these records shall be available at the successful vendor's office at all reasonable times. After the resulting Contract period and for six (6) years following, the records shall be available at the successful vendor's chosen location subject to the

approval of the Agency. If the records need to be sent to the Agency, the successful vendor shall bear the expense of delivery. Prior approval of the disposition of the successful vendor and subcontractor records must be requested and approved by the Agency if the resulting Contract or subcontract is continuous.

The successful vendor 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 Agency.

**C.27 EEO Compliance:**

A successful vendor awarded a Contract pursuant to this RFP shall not discriminate in its employment practices with respect to race, color, religion, age, sex, marital status, political affiliation, national origin, or handicap except as provided by law.

**C.28 Lobbying Disclosure:**

The successful vendor shall comply with applicable Federal requirements for the disclosure of information regarding lobbying activities of the successful vendor, subcontractors or any authorized agent. Certification forms shall be filed by the successful vendor and all subcontractors, certifying that no Federal funds have been or shall be used in Federal lobbying activities, and the disclosure forms shall be used by the successful vendor and all subcontractors to disclose lobbying activities in connection with the Medicaid program that have been or shall be paid with non-Federal funds.

The successful vendor shall comply with the provisions of Section 216.347, Florida Statutes, which prohibits the expenditure of Contract funds for the purpose of lobbying the Legislature or a State agency.

**C.29 Certification Regarding Debarment and Suspension:**

If the Contract to be awarded as a result of this RFP is funded in part by Federal funds that exceed the **\$25,000.00** requirement, the successful vendor shall be required to sign a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion as part of the contracting process.

**C.30 HIPAA Compliance:**

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

**C.31 Applicable Laws and Regulations:**

The successful vendor agrees to comply with all applicable Federal and State laws and regulations, including but not limited to:

Title 42 Code of Federal Regulations (CFR) Chapter IV, Subchapter C; Title 45 CFR, Part 74, General Grants Administration Requirements; Chapter 409, Florida Statutes; all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 as amended (42 USC 1857, et seq.); Title VI of the Civil Rights Act of 1964 (42 USC 2000d) in regard to persons served; 42 CFR 431, Subpart F; Section 504 of the Rehabilitation Act of 1973, as

amended; 29 USC 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance; the Age Discrimination Act of 1975, as amended; 42 USC 6101 et. seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from Federal financial assistance; the Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from Federal financial assistance; the Medicare-Medicaid Fraud and Abuse Act of 1978; other Federal omnibus budget reconciliation acts; Americans with Disabilities Act (42 USC 12101, et. seq.); and the Balanced Budget Act of 1997. The resulting Contract may be subject to changes in Federal and State law, rules or regulations.

### **C.32 Patents, Royalties, Copyrights, Right to Data and Sponsorship Statement:**

The successful vendor, without exception, shall indemnify and hold harmless the Agency and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unattended invention, process, or article manufactured or supplied by the successful vendor. The successful vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the successful vendor or is based solely and exclusively upon the Agency's alteration of the article.

The Agency will provide prompt written notification of a claim of copyright or patent infringement and shall afford the successful vendor full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending, the successful vendor may, at its option and expense procure for the Agency the right to continue the use of, replace or modify the article to render it non-infringing (if none of the alternatives is reasonably available, the Agency agrees to return the article on request to the successful vendor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction).

If the successful vendor brings to the performance of the resulting Contract a pre-existing patent, patent-pending and/or copyright, the successful vendor shall retain all rights and entitlements to that pre-existing patent, patent-pending and/or copyright, unless this RFP and the resulting Contract provide otherwise.

If the successful vendor uses any design, device, or materials covered by letter, patent, or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. Prior to the initiation of services under the resulting Contract, the successful vendor shall disclose, in writing, all intellectual properties relevant to the performance of the resulting Contract which the successful vendor knows, or should know, could give rise to a patent or copyright. The successful vendor shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Agency will then have the right to all patents and copyrights which arise as a result of performance under the resulting Contract as provided in this section.

If any discovery or invention arises or is developed in the course of, or as a result of, work or services performed under the resulting Contract, or in any way connected herewith, the successful vendor shall refer the discovery or invention to the Agency for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of the resulting Contract are hereby reserved to the State of Florida. All materials to which the Agency is to have patent rights or copyrights shall be marked and dated by the successful vendor in such a manner as to

preserve and protect the legal rights of the Agency.

Where activities supported by the Contract resulting from this RFP produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Agency has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Agency to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, shall vest in the State of Florida, Department of State for the exclusive use and benefit of the State. Pursuant to Section 286.021, Florida Statutes, no person, firm, corporation, including parties to the resulting Contract shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida Department of State.

The Agency will have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the successful vendor under any Contract resulting from this RFP.

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

All rights and title to works for hire under the resulting Contract, whether patentable or copyrightable or not, shall belong to the Agency and shall be subject to the terms and conditions of this RFP and the resulting Contract.

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

The successful vendor warrants that all materials produced hereunder will be of original development by the successful vendor and will be specifically developed for the fulfillment of this RFP and the resulting Contract and will not knowingly infringe upon or violate any patent,

copyright, trade secret or other property right of any third party, and the successful vendor shall indemnify and hold the Agency harmless from and against any loss, cost, liability or expense arising out of any breach or claimed breach of this warranty.

The terms and conditions specified in this section shall also apply to any subcontract made under the resulting Contract. The successful vendor shall be responsible for informing the subcontractor of the provisions of this section and obtaining disclosures.

**C.33 Work Authorization Program:**

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

**C.34 Scrutinized Companies List:**

The respondent shall complete **Attachment K**, Vendor Certification Regarding Scrutinized Companies Lists, certifying that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. Pursuant to Section 287.135(5), Florida Statutes, the respondent agrees the Agency may immediately terminate the resulting Contract for cause if the respondent is found to have submitted a false certification or if the respondent is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the resulting Contract.

**THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO ATTACHMENT K, VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR’S RESPONSE. FAILURE TO SUBMIT ATTACHMENT K, VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS, SIGNED BY AN AUTHORIZED OFFICIAL, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR’S RESPONSE. ATTACHMENT K, VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT:**

**<http://ahca.myflorida.com/Procurements/index.shtml>.**

**C.35 MyFloridaMarketPlace Vendor Registration and Transaction Fee:**

The Contract resulting from this RFP has been exempted by the Florida Department of Management Services from paying the one percent (1%) transaction fee per 60A-1.032(2)(a and b), Florida Administrative Code.



### **C.36 Florida Department of State:**

The successful vendor 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.

### **C.37 Insurance:**

To the extent required by law, the successful vendor will be self-insured against, or will secure and maintain during the life of the resulting Contract, Worker's Compensation Insurance for all its employees connected with the work of this project and, in case any work is subcontracted, the successful vendor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting Contract are covered by the successful vendor's self insurance program. Such self insurance or insurance coverage shall comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the successful vendor under the resulting Contract and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the successful vendor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Agency, for the protection of his or her employees not otherwise protected.

The successful vendor shall secure and maintain Commercial General Liability insurance including bodily injury, property damage, personal and advertising injury and products and completed operations. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under the resulting Contract, whether such services and/or operations are by the successful vendor or anyone directly, or indirectly employed by him. Such insurance shall include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of the resulting Contract. The successful vendor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the successful vendor and the State of Florida under the resulting Contract.

All insurance policies shall be with insurers licensed or eligible to transact business in the State of Florida. The successful vendor's current insurance policy(ies) shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice. The successful vendor shall provide thirty (30) day written notice of cancellation to the Agency's Contract Manager.

**The successful vendor shall submit insurance certificates evidencing such insurance coverage prior to execution of a Contract with the Agency.**

### **C.38 State Project Plan:**

Within thirty (30) calendar days following award of the resulting Contract, the successful vendor shall submit a plan addressing each of the five (5) objectives listed below, to the extent applicable to the services covered by this RFP. **The State reserves the right to direct changes and/or modifications in regard to the below objectives with the respondent selected for award, prior to execution of the resulting Contract.**

1. **Vendor Diversity:** The State supports and encourages supplier diversity and the participation of small and minority business enterprises in State contracting, both as prime contractors and subcontractors. The respondent shall submit as part of this plan, its

approach to supporting the State's vendor diversity program, and the intent of Section 287.09451, Florida Statutes.

Additional assistance may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915 or online at <http://osd.dms.state.fl.us/>.

2. **Environmental Considerations:** The State supports and encourages initiatives to protect and preserve our environment. The respondent shall submit as part of this plan, the respondent's plan to support the procurement of products and materials with recycled content. The respondent shall also provide a plan for reducing and/or handling of any hazardous waste generated by the respondent company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the respondent's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of waste.
3. **Certification of Drug-Free Workplace Program:** The State supports and encourages initiatives to keep the workplace of Florida's suppliers and contractors drug free. Section 287.087, Florida Statutes provides that, where identical tie proposals are received, preference shall be given to a proposal received from a respondent that certifies it has implemented a drug-free workplace program. If applicable, the respondent shall sign and submit the "Certification of Drug-Free Workplace Program" Form, attached hereto and made a part hereof as **Attachment I**, to certify that the respondent has a drug-free workplace program.
4. **Products Available from the Blind or Other Handicapped (RESPECT):** The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, the resulting Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of the resulting Contract the person, firm or other business entity carrying out the provisions of the resulting Contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>. The successful vendor shall describe how it will support the use of RESPECT in providing the services/items being procured under the resulting Contract.
5. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** The State supports and encourages the use of Florida Correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the resulting Contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for purposes of the resulting Contract the person, firm or other business entity carrying out the provisions of the resulting Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org/>. The successful vendor shall describe how it will support the use of PRIDE in providing the services/items being procured under the resulting Contract.

### C.39 General Instructions for Response Preparation and Submission:

Electronic submissions via MyFloridaMarketPlace are not required and will not be accepted for this RFP. This special instruction takes precedence over **Attachment A, General Instruction #3.**

The instructions for this RFP have been designed to help ensure that all responses are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. Information submitted in variance with these instructions may not be reviewed or evaluated.

An original and five (5) duplicate paper copies, in a sealed package, must be submitted to the Issuing Officer identified in Section C.5 no later than the time indicated in Section C.6, Solicitation Timeline, for receipt of responses. The original sealed response shall be marked as the "original" and contain the transmittal (cover) letter that bears the original signature of the binding authority. **The box that contains the "original" response shall be marked "Contains Original" and shall contain all marked originals.** Responses may be submitted via U.S. Mail, Courier, or hand delivery. Responses sent by fax or email will not be accepted. Responses received after the date and time specified in Section C.6, Solicitation Timeline, will not be considered and returned to the prospective vendor unopened.

Hard copy responses should be bound individually and submitted in three ring binders or secured in a similar fashion to contain pages that turn easily for review. Responses shall be single sided, typed in Arial 11 pt. font, or equivalent, using one (1) inch margins and may not exceed two (2) 3-inch binders in length. All pages must be numbered, identify the solicitation number, and include the respondent's name. Graphics, charts, and tables provided in the response may be submitted in a smaller font than Arial 11.

The respondent must also submit an equal number of electronic copies of the response. The electronic format shall be submitted on CD-ROM. The software used to produce the electronic files must be Microsoft Word 97 and/or Excel 97 or greater. These electronic files must be logically named and easily mapped to the hard copy submittal. The electronic media must be clearly labeled in the same manner as the hard copies.

All submittals received by the date and time specified in Section C.6, Solicitation Timeline, become the property of the State of Florida and shall be a matter of record subject to the provisions of Chapter 119, Florida Statutes. The State of Florida shall have the right to use all ideas, or adaptations of the ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal shall not affect this right.

Any portion of the submitted response which is asserted to be exempt from disclosure under Chapter 119, Florida Statutes, shall be set forth on a page or pages separate from the rest of the submission. Each page of the portion(s) asserted to be exempt shall be clearly marked "exempt", "confidential", or "trade secret" (as applicable) and shall also contain the statutory basis for such claim on every page. Pages containing trade secrets shall be marked "trade secret as defined in Section 812.081, Florida Statutes". Failure to segregate and identify such portions shall constitute a waiver of any claimed exemption and the Agency will provide such records in response to public records requests without notifying the respondent. Designating material simply as "proprietary" will not necessarily protect it from disclosure under Chapter 119, Florida Statutes.

All information included in the response (including, without limitation, technical and cost information) and any resulting Contract that incorporates the successful proposal (fully, in part, or by reference) shall be a matter of public record regardless of copyright status. Submission of a response to this RFP shall constitute a waiver of any copyright protection which might otherwise apply to the production, disclosure, inspection and copying of such documentation.

The respondent must also submit both a hard and an electronic redacted copy of the response suitable for release to the public. Any confidential or trade secret information covered under Section 812.081, Florida Statutes, should be either redacted or completely removed. The redacted response shall be marked as the “redacted” copy and contain a transmittal (cover) letter authorizing release of the redacted version of the response in the event the Agency receives a public records request.

**RESPONDENTS MAY NOT MARK THEIR ENTIRE RESPONSE AS TRADE SECRET. ANY RESPONSE SO MARKED WILL BE REJECTED.**

The RFP response shall consist of the following parts:

**A. Mandatory Documentation**

**1. Transmittal (Cover) Letter**

This letter is **mandatory** and serves as the document covering transmittal of the response package, as well as verification of vendor name, address, and Federal Employer Identification (FEID) Number. The letter must provide the name, title, address, telephone number, original signature and email address of the official vendor contact and an alternate, if available. These individuals shall have the authority to bind the vendor to a Contract and shall be available to be contacted by telephone and to attend meetings as may be appropriate. If submitting a proposal as a joint venture or legal partnership, both parties must provide the requested information as described in this section (Item 1. Transmittal (Cover) Letter).

**2. Original Proposal Guarantee**

The original proposal guarantee shall be included with the transmittal (cover) letter in the original response, as specified in Section C.15, Original Proposal Guarantee.

**FAILURE TO SUBMIT THE MANDATORY ITEMS 1 AND 2 ABOVE, WILL RESULT IN THE REJECTION OF THE RESPONSE.**

**B. Past Performance - Client References (Must be provided on pages provided in Attachment F.)**

The respondent shall submit a Past Performance – Client Reference Form. See **Attachment F**, Past Performance – Client Reference Form for additional instructions for client reference submission.

The Agency reserves the right to contact sources 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(25), Florida Statutes.

**FAILURE TO SUBMIT PAGE 1 OF ATTACHMENT F, PAST PERFORMANCE – CLIENT REFERENCE FORM WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR’S RESPONSE. ATTACHMENT F, PAST PERFORMANCE – CLIENT REFERENCE FORM IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT: [HTTP://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SHTML](http://ahca.myflorida.com/procurements/index.shtml)**

**THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO ATTACHMENT F, PAST PERFORMANCE – CLIENT REFERENCE FORM WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR’S RESPONSE.**

### **C. Financial Information**

The respondent shall submit its most recent audited financial statements. If the respondent is a subsidiary of a parent organization, the respondent may submit the most recent audited financial statements of its parent entity; audited financial statements of the parent organization in lieu of the respondent must include an organizational chart representing the relationship between the respondent and the parent entity. If the fiscal year covered by the audit ended within one hundred twenty (120) days prior to the solicitation filing deadline and the audited financial statements are not yet available, then the prior fiscal year will be considered the most recent. Audited financial statements that contain an Adverse Opinion or a Disclaimer of Opinion will not be deemed acceptable for the purposes of meeting the financial requirements set forth in this solicitation. Respondents shall submit the following:

1. A copy of the respondent’s audited financial statements (or parent organization’s audited financial statements with organizational chart).
2. Audited financial statements must be current; the period covered by the audit cannot be more than one (1) fiscal year and one hundred twenty (120) days old from the solicitation advertisement date.
3. The audit must contain a signed audit statement (Audit Opinion) from a Certified Public Accountant (CPA) and the statement cannot contain an Adverse Opinion or a Disclaimer of Opinion from the CPA.

If audited financial statements are not available, the respondent shall submit its most recent financial information (information cannot be more than one (1) fiscal year old), which shall include at a minimum:

1. Income Statement(s) or Revenue and Expense Statement(s) – Which are statement(s) of profit or loss (for not-for-profits it is the excess of revenues over expenses) during a particular period including all items of revenue income and expenditure.
2. Balance Sheet(s) – Which are statement(s) of total assets, liabilities, and net worth at a given point in time.
3. Cash Flow Statement(s) – Which are statement(s) that reflects the inflow of revenue versus the outflow of expenses resulting from operating, investing, and financing activities during a specific time period.
4. Notes to the financial statements which shall include: a description of the reporting entity, major asset categories, debt, contingency liabilities, transactions with related

parties, subsequent events, and a list of significant accounting policies and estimates used.

Financial information will be reviewed by an Agency Certified Public Accountant (CPA) to determine the respondent's financial stability.

The financial information as requested above shall be labeled and tabbed separately.

**FAILURE TO SUBMIT FINANCIAL INFORMATION AS REQUIRED, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE.**

**D. Cost Proposal (Must be submitted on page provided as Attachment J)**

The respondent shall submit one (1) original Cost Proposal (**Attachment J**) with its original response.

**THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO ATTACHMENT J, COST PROPOSAL WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. FAILURE TO SUBMIT ATTACHMENT J, COST PROPOSAL, SIGNED BY AN AUTHORIZED OFFICIAL, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. ATTACHMENT J, COST PROPOSAL IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT: <http://ahca.myflorida.com/Procurements/index.shtml>.**

**E. Technical Response**

The Technical Response shall be labeled and tabbed separately and should follow the order of the subsections below:

**1. Table of Contents**

The respondent shall include a Table of Contents in its response. The Table of Contents shall contain section headings and subheadings along with corresponding page numbers.

**2. Executive Summary**

The respondent shall include an executive summary, 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.

**3. Organizational Structure and History**

The respondent shall describe its capability to provide the services described in this RFP by describing its organizational structure and history. For proposals that include a subcontractor, the same descriptions of organizational background and history shall be provided. At a minimum, the description shall include the following:

- a. A detailed description of the respondent's organizational structure, history, legal structure, ownership, affiliations, and location(s); and

- b. A copy of the respondent's organizational chart, including the total number of employees.

**4. Respondent Experience and Qualifications**

The respondent shall describe its ability or that of any subcontractor being proposed, to successfully meet the requirements of this RFP and the resulting Contract by describing its experience in providing consulting services similar in nature to those described in this RFP. At a minimum, the description shall include the following:

- a. A synopsis of any experience the respondent has in providing IV and V consulting services for projects with condensed timelines;
- b. A summary of any experience with Medicaid, including Florida Medicaid;
- c. A summary of any experience the respondent has with projects utilizing Medicaid Information Technology Architecture (MITA);
- d. A summary of any experience the respondent has in conducting Organizational Change Management (OCM) with large, complex projects, with emphasis on Medicaid experience;
- e. A summary of any experience with large scale data processing development and operations;
- f. A summary of any experience with MMIS/DSS/Fiscal Agent procurement, design and implementation, including any professional qualifications that the respondent will provide for the Contract resulting from this RFP;
- g. A summary of any experience in MMIS and DSS testing, design, development, implementation and operation, with emphasis on Medicaid experience; and
- h. A summary of any experience in MMIS and DSS user acceptance testing, design, development, implementation and operation, with emphasis on Medicaid experience.

**5. Project Timeliness**

The respondent shall describe its ability and proposed approach to meeting the proposed deliverables timelines. At a minimum, the description shall include the following:

- a. The respondent's proposed approach to manage a project with strained resources, constrained budgets and multiple priorities;
- b. The respondent's analysis of the Agency's proposed Deliverable Schedules, provided in Attachment D, Scope of Services, Section D.5, Deliverables; and
- c. The respondent's proposed approach to meet the anticipated timelines, or the respondent's proposed modification to the timelines.

**6. IV and V Project Management – Initial Evaluation**

The respondent shall describe its ability to provide IV and V project management, and its proposed approach to creating an IV and V Management Plan specific to the Project. At a minimum, the description shall include the respondent's proposed approach for:

- a. Information Technology Project Management;
- b. Authority of Project Manager;
- c. Creation of the IV and V Work Breakdown Structure (WBS) for inclusion in the integrated project plan;
- d. IV and V Management Plan Requirements, including but not limited to:
  1. Initial assessment of the current project management and stakeholder involvement including project organization and overall project performance, stakeholder identification and participation, communication success and feedback loops, and risk assessment and change management;
  2. Assessment of the MMIS/DSS/Fiscal Agent Technical Solution(s) selected by the Agency; and
  3. Initial project assessment recommendations including identify project deficiencies and recommend project improvements; identify scope, depth, schedule, tools, and resource requirements of the IV and V effort; create performance metrics to track project completion against milestones set by the State; and provide predictive analysis of risk impact.

**7. IV and V Project Oversight**

The respondent shall describe its ability to provide ongoing IV and V project oversight of the Project's management throughout the life of the Project. At a minimum, the description shall include the following:

- a. The respondent's proposed approach to ongoing analysis of past project performance and reporting monthly on performance metrics to allow tracking project completion against established milestones;
- b. The respondent's proposed approach to ongoing risk assessment;
- c. The respondent's proposed approach to ongoing identification of possible barriers to the Project and proposed resolutions;
- d. The respondent's proposed organization and presentation of project assessment reports to The Centers for Medicare and Medicaid Services (CMS), Agency Governance, and project managers; and
- e. The respondent's proposed approach for interfacing with Agency and multiple vendors' staff.



**8. Report on MMIS/DSS/Fiscal Agent Vendors Solicitation Proposed Technical Solutions**

The respondent shall describe its proposed approach to analysis of the MMIS and DSS vendors' solicitation responses and the advantages of the proposed approach as described in Attachment D, Scope of Services, Section D.4, Services To Be Provided by the IV and V Vendor, sub-item b., Planning and Initial Project Review Tasks. At a minimum, the description shall include the following:

- a. Analysis of the Solicitation Responses – Vendors' Proposed Technical Solutions;
- b. Review of designated vendor responses to assess support of the Agency's stated business needs; and
- c. Documenting vendor proposals' costs/benefits.

**9. Solicitation Requirements Compliance and Traceability Monitoring Methodology**

The respondent shall describe its approach to develop a written methodology to evaluate the MMIS/DSS/Fiscal Agent vendor(s) compliance with the solicitation requirements. At a minimum, the description shall include the following:

- a. Approach to creating traceability of functions to original requirements;
- b. Proposed milestone/phase exit criteria; and
- c. Approach to conducting and writing bi-weekly compliance reviews during the implementation phase.

**10. User Acceptance Testing (UAT)**

The respondent shall describe its proposed approach and experience with planning, executing, and assessing a UAT program, including development of test cases and scenarios, tools and templates, and tester training. At a minimum, the description shall include the following:

- a. UAT planning that describes the approach, timing, and activities involved in coordinating and conducting UAT as well as recommended depth and breadth of coverage from a functional perspective that needs to be exercised during UAT testing;
- b. Proposed goals and objectives of UAT, roles and responsibilities of the UAT Team, test methods and techniques, testing tools and templates, identification process for testing scenarios, and sample test cases;
- c. Coordinating with the Design, Development and Implementation (DDI) vendor(s) to develop test scenarios and related test cases, test data, a UAT schedule, and tracking tools including weekly test log;
- d. Execution of UAT testing activities including training testers, coordinating/facilitating the UAT testing, and the logging daily and reporting of test case results; and

- e. Organizing the final UAT Results Report with executive summaries to communicate UAT testing progress and results and to validate that the initial system requirements have been met.

**11. MMIS/DSS Test Validation**

The respondent shall describe its experience with validating Information Technology (IT) test results. The respondent shall include examples of projects it has worked on in the past and include outcomes and/or lessons learned as applicable. At a minimum, the description shall include the following:

- a. Attending and participating in the MMIS/DSS/Fiscal Agent vendor(s) testing sessions. This includes system integration testing and end-to-end testing;
- b. Providing a summary of the results within three (3) business days of the test review;
- c. Reporting the final results of the MMIS/DSS/Fiscal Agent vendor(s) testing to the project team; and
- d. Validating in a final written report to the Agency on the MMIS/DSS/Fiscal Agent vendor(s) testing phase that the test results were sufficient to validate the software and system's functionality.

**12. Design, Development and Implementation (DDI) Evaluation**

The respondent shall describe its experience with DDI evaluation. The respondent shall also describe its proposed approach to IV and V oversight and participation in the transition to operations for the chosen MMIS/DSS/Fiscal Agent vendor(s) and systems. At a minimum, the description shall include the following:

- a. The respondent's proposed approach for reviewing all of the selected MMIS/DSS/Fiscal Agent vendor's deliverables and developing deliverable acceptance criteria to use in the review and approval process; and
- b. The respondent's proposed approach to participate in Joint Application Development (JAD) sessions, including providing support, training and expert advice to stakeholders and subject matter experts and ensuring the Agency is represented and conveying the intended outcomes of the requirements to applicable staff.

**13. Organizational Change Management (OCM)**

The respondent shall describe its experience with developing OCM strategy and plans and with delivery of OCM sessions to system users. The respondent shall include examples of projects it has worked on in the past and include outcomes and/or lessons learned as applicable. At a minimum, the description shall include the following:

- a. Developing a comprehensive organizational change management strategy to prepare for implementation of the Agency's chosen solution for the MMIS/DSS

solicitation that includes coordination with the DDI vendor(s) to document all operational impacts of system enhancements or changes;

- b. Facilitating the identification and organization of stakeholder OCM teams;
- c. Developing awareness/communication materials, media selection, and delivery schedule;
- d. Providing OCM sessions and materials to target groups statewide using a variety of methods including use of live web casts, interactive modules, and face-to-face sessions; and
- e. Assessing the effectiveness of OCM activities and recommend strategies to strengthen change readiness and modifying OCM strategy as needed to ensure change readiness.

**14. Implementation Planning Evaluation and Operational Readiness Assessment**

The respondent shall describe its proposed approach to review and assess requirements related to the various implementation plans of the successful MMIS/DSS/Fiscal Agent vendor(s) and to assess operational readiness. At a minimum, the description shall include the following:

- a. Approach to assessing the MMIS/DSS/Fiscal Agent vendor(s) implementation plans as related to the MMIS/DSS/Fiscal Agent vendor(s) solicitation requirements, including, at a minimum, the following:
  - 1. Adequacy of the new software, systems and supporting processes;
  - 2. All system-related functionality;
  - 3. Infrastructure readiness;
  - 4. Data conversion plan; and
  - 5. Disaster recovery plan.
- b. Approach to evaluating operational readiness at the completion of system testing, operational readiness testing, provider testing, and UAT that includes verification that critical defects have been corrected and validation of the DDI vendor's plan for remediation of non-critical defects; and
- c. Approach to document lessons learned and develop a MMIS/DSS/Fiscal Agent procurement IV and V closeout report.

**15. Quality Assurance**

The respondent shall describe its existing or proposed written, internal quality assurance policies. At a minimum, the description shall include the following:

- a. Evidence that the respondent's existing or proposed policies address the requirements specified in this RFP;

- b. Identification of designated individuals responsible for high-level activities associated with or that affect resulting Contract activities;
- c. Escalation procedures; and
- d. Performance improvement processes.

**16. Vendor Staffing**

The respondent shall describe its capability to provide staffing levels to meet the requirements specified in this RFP by describing the qualifications and experience of its proposed staff. At a minimum, the description shall include the following:

- a. A staff organization chart that identifies proposed key staff by name, if known at time of response submission, and position title and proposed staffing levels. If key staff positions are vacant, the respondent shall identify key staff by position titles;
- b. A description of key staff positions, including the decision making authority within the organization and the percentage of time each key staff employee will spend on this Project for each Task/Phase;
- c. The respondent's plan for ensuring its contract manager is available to meet with Agency staff both face-to-face and via conference call throughout implementation and during the resulting Contract period;
- d. A description indicating which key staff positions will be filled by a current employee of the respondent, and which positions will need to be filled;
- e. Resume and position description for proposed contract manager, demonstrating their education and experience. If the position will need to be filled, indicate the qualifications that must be met by the applicants;
- f. Resume and position description for proposed project manager, demonstrating their education and experience. If the position will need to be filled, indicate the qualifications that must be met by the applicants;
- g. Resume and position description for proposed Organizational Change Management Lead, demonstrating their education and experience. If the position will need to be filled, indicate the qualifications that must be met by the applicants;
- h. Resume and position description for proposed Testing Verification Lead, demonstrating their education and experience. If the position will need to be filled, indicate the qualifications that must be met by the applicants; and
- i. A description of the respondent's subcontractor utilization plan which shall identify any current or anticipated subcontracts the respondent will use for the provision of the services and deliverables required by this RFP. The respondent's description shall include at a minimum, the name of the subcontracted organization(s), if known, the services to be provided, and the qualifications of the subcontracted organization(s).

## **17. Information Technology (IT)**

The respondent shall describe its approach to providing the IT requirements specified in this RFP. At a minimum, the description shall include the following:

### **a. Hardware and Software Requirements**

1. The respondent shall describe in detail its automation capabilities and its compatibility with the Agency's computer systems and software platforms. Software development must conform to the Agency's Information IT standards; and
2. The respondent shall describe the process to exchange data with the Agency, including ensuring accurate and prompt interface with the MMIS/DSS/Fiscal Agent procurement project.

### **b. Disaster Recovery**

1. The respondent shall provide a description of its specific disaster recovery plan for restoring software applications, master files, hardware back-up and monitoring hook-up with the Agency; and
2. The respondent shall describe its plan to ensure recovery and/or back-up data in case of disaster and/or system failure.

### **c. Data Transmission and Security**

1. The respondent shall describe its plan to ensure proper security of Medicaid data and how the respondent will restrict access in compliance with Health Insurance Portability and Accountability Act (HIPAA) standards; and
2. The respondent shall describe its plan to ensure HIPAA standards for data and document management will be met and ensure that any Protected Health Information (PHI) released is done so in accordance with HIPAA requirements.

## **C.40 Conflict of Interest Mitigation Plan:**

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

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

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

**C.41 Response Clarification:**

The Agency reserves the right to seek written clarification from a vendor of any information contained in the vendor's response.

**C.42 Joint Ventures and/or Legal Partnerships:**

Joint ventures or legal partnerships shall be viewed as one (1) respondent; however, each party to the joint venture/legal partnership shall submit all attachments and/or documentation required by this RFP from respondents, unless otherwise stated.

**FAILURE TO SUBMIT ALL REQUIRED ATTACHMENTS AND/OR DOCUMENTATION FROM ALL PARTIES INCLUDED IN A JOINT VENTURE OR LEGAL PARTNERSHIP, SIGNED BY AN AUTHORIZED OFFICIAL, IF APPLICABLE, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE.**

**C.43 Posting of Notice of Intent to Award:**

Tabulation of Results, with the recommended Contract award, will be posted and will be available for review by interested parties at the time and location specified in Section C.6, Solicitation Timeline, and will remain posted for a period of seventy-two (72) hours, not including weekends or State observed holidays. Any responding vendor desiring to protest the recommended Contract award must file a notice of protest to the Issuing Officer identified in Section C.5, and any formal protest with the Agency for Health Care Administration, Agency Clerk, 2727 Mahan Drive, MS #3, Building 3, Room 3407C, Tallahassee, Florida 32308, within the time prescribed in Section 120.57(3), Florida Statutes and Chapter 28-110, Florida Administrative Code. 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.

**C.44 Federal Approval:**

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

# ATTACHMENT D

## SCOPE OF SERVICES

### D. 1 Background

#### a. Background

Florida Medicaid provides health coverage to nearly 3.8 million Floridians in all sixty-seven (67) counties, and has enrolled more than 117,000 health care providers. The Florida Medicaid Management Information System (MMIS) and Florida's Decision Support System (DSS) are key elements of the Agency's management and operation of the Medicaid program.

Hewlett Packard Enterprise Services (HPES) is the Florida Medicaid fiscal agent for the current Contract period, July 2008 through June 2018, and operates the MMIS and DSS. The Agency for Health Care Administration (Agency) must undertake planning and research related to procurement of a new fiscal agent Contract and enhancements to or development of an MMIS and DSS by June 2018. The planning, preparation and eventual transition of a fiscal agent Contract is a costly and time intensive project that historically has spanned several years due, in part, to the complexity of the current health care industry landscape and Florida Medicaid's response to State and Federal initiatives.

Florida has recently initiated significant changes that will have an impact on the operation of Florida Medicaid and the MMIS/DSS including:

- Florida's transition to State-wide managed care: The Agency implemented the long term care managed care program between August 2013 and March 2014 and completed implementation of the managed medical assistance program in August 2014; and
- Florida's planned partnership with Puerto Rico for MMIS/DSS operations.

In addition to State projects, there are several very critical Federal initiatives that impact Florida and must be considered. Some of the more high-profile initiatives that Florida will be working on during the next several years include:

- Installation of the Affordable Care Act (ACA)-mandated operating rules necessary for the electronic exchange of information, which are meant to realize administrative simplification of Health Insurance Portability and Accountability Act of 1996 (HIPAA) standard transactions;
- New requirements for Medicaid as a result of the ACA for increased provider enrollment and screening capability;
- Enhancements needed to implement the Transformed-Medicaid Statistical Information System (T-MSIS) which will provide the Centers for Medicare and Medicaid Services (CMS) with expanded enrollment, utilization, and expenditure data for Medicaid and Child Health Insurance Program (CHIP) programs; and
- Transition to the mandated ICD-10 codes by October 2015.

There are several issues to be considered regarding the DSS. Many States are looking to their DSS to provide users with a greater range of analytical capabilities beyond canned reporting of aggregated data. To achieve that goal, states are integrating external data sources (e.g., immunization and public health records) into their Medicaid data warehouses and supplying more advanced analytical tools to detect fraud and abuse and measure health outcomes. States are looking for comprehensive databases that allow users to perform link analysis, predictive modeling, geographic and population data mapping, and anomaly detection across many disparate data sources on a periodic or ad hoc basis. Ideally, those comprehensive databases are securely hosted online (without the need for proxy access or multiple platforms); are structured and hosted with enough hardware to support several hundred concurrent users; and are designed to accommodate ad hoc querying, large volume data extraction, and State and Federal reporting requirements.

The Agency is committed to a culture of business intelligence and data analytics providing an enhanced understanding of our health care delivery system and the opportunity for quality improvement. The Medicaid Information Technology Architecture (MITA) framework is intended to support improved systems development and health care management for the Medicaid enterprise. The Agency would like to leverage the MMIS procurement planning activity to fully understand the opportunities to establish more interconnected data systems that support the Medicaid enterprise. Integrating systems to create a single source of truth will allow for real time updates, enhanced monitoring of providers, and prompt program exclusions. The MITA framework and the seven (7) conditions and standards will be used throughout the Project as a guide to the design, development and implementation of the chosen MMIS/DSS solution.

#### **b. Agency Project Goals and Schedule**

The goals of the MMIS/DSS/Fiscal Agent procurement project are:

- The procurement proceed in a timely manner;
- The resulting solicitation document(s) for the MMIS/DSS/Fiscal Agent Vendor(s) will encourage free and open competition;
- Identify the best solution for obtaining a federally certifiable MMIS/DSS that is designed to operate a managed care centric system, instead of solely a fee-for-service centric system;
- Improve the scope and quality of data for program management, especially encounter data;
- Expand automated processes, with a focus on communications, workflow, and electronic records;
- Expand flexibility for integrating with Agency enterprise initiatives, as well as statewide and regional hubs; and
- Deploy innovative solutions that allow for efficient and rapid response to ongoing industry and Federal mandates.



The anticipated key dates for the multi-year Project are outlined in Table 1, Key Project Dates below.

<b>TABLE 1 KEY PROJECT DATES</b>	
<b>Date</b>	<b>Event</b>
February 2014	Federal approval of planning phase.
May 2014	Issue Request for Quote for planning/research Vendor.
July 2014	Issue solicitations for Project Management Office (PMO)/Design, Development and Implementation (DDI) Support Vendor.
July 2014	Award Contract for planning/research Vendor.
August 2014	Contract start for planning/research Vendor.
October 2014	Award Contracts for PMO/DDI Support Vendor.
December 2014	Contract start for PMO/DDI Support Vendor.
February 2015	Issue solicitation for Independent Verification and Validation (IV and V) Vendor.
May 2015	Award Contract for IV and V Vendor.
June 2015	Contract start for IV and V Vendor.
July 2015	Issue solicitation(s) for MMIS/DSS/Fiscal Agent Vendor(s).
December 2015	Post Intent to Award Contract(s) for MMIS/DSS/Fiscal Agent Vendor(s).
June 2016	MMIS/DSS Design, Development and Implementation Phase Startup.
July 1, 2018	MMIS/DSS/Fiscal Agent Contract(s) Operations Startup.

## **D.2 Overview/Purpose**

- a. The purpose of this Request for Proposal (RFP) is to procure the services of one qualified Vendor to assist the Agency in accomplishing the stated goals and provide independent validation and verification (IV and V) services. The Vendor shall work harmoniously with the Agency's Research and Planning Vendor, MMIS/DSS/Fiscal Agent Vendor(s), and the PMO/DDI Support Vendor, as well as Agency staff to ensure procurement efforts and the resulting new MMIS/DSS related Contracts are completed without disruption of service to Medicaid recipients or providers of services.

The anticipated roles for project associated Vendors are outlined in Table 2, Anticipated Roles for Project Associated Vendors below.

<b>TABLE 2 ANTICIPATED ROLES FOR PROJECT ASSOCIATED VENDORS</b>	
<b>Vendor</b>	<b>Role</b>
Research	Analyze business requirements and define alternative technical and operational solutions as well as prepare technical requirements of the new fiscal agent procurement documents.

<b>TABLE 2 ANTICIPATED ROLES FOR PROJECT ASSOCIATED VENDORS</b>	
<b>Vendor</b>	<b>Role</b>
PMO/DDI Support	Provide project management office services including a project electronic repository; prepare non-technical requirements for the new fiscal agent procurement documents and the Implementation Advance Planning Document (IAPD); and support the Agency team during the DDI activities of the MMIS/DSS-fiscal agent contractor.
IV and V	Provide a rigorous independent evaluation and review process that evaluates the adherence to standards, correctness, and quality of the project's business product to ensure that it is being developed in accordance with Agency requirements and is well-engineered.
MMIS/DSS/Fiscal Agent	Design, develop and implement the chosen MMIS/DSS solution, and provide fiscal agent operations.

The Research and Planning Vendor, contracted through a separate process, will be responsible for requirements gathering and documenting all technical components of the MMIS/DSS solicitation documents including an updated MITA 3.0 State Self-Assessment (SS-A). The new Medicaid Enterprise solution will be based on the findings and recommendations of the Research and Planning Vendor. The Research and Planning Vendor will participate in the solicitation process by participating and assisting with the oversight of the technical evaluation of the solicitation responses including developing technical evaluation criteria, responding to questions related to technical components and training technical evaluators, as directed by the Agency.

The PMO/DDI Support Vendor will be responsible for establishing and maintaining the project management office (PMO); integrating all Vendor work plans for specific activities related to the solicitation for the MMIS/DSS/Fiscal Agent including the Federal IAPD; and for DDI oversight activities.

The successful Vendor for this RFP (also referred to as the IV and V Vendor) shall be responsible for the services, tasks and deliverables described herein. The Agency anticipates that the Contract resulting from this RFP will begin June 2015 and remain in effect until January 31, 2019.

**b. IV and V Planning and Project Review Tasks**

The IV and V Vendor shall provide an independent assessment of the Project's organization and management and the technical solution recommendation. Tasks during this phase include, but may not be limited to the following:

- Create an IV and V management plan, including project performance metrics to track and report project completion against milestones set by the State;
- Assess and report key project indicators to identify any potential issues;

- Assess overall project communication success;
- Assess Project Management and Stakeholder Involvement;
- Assess and report project deficiencies;
- Assess and report overall project performance;
- Assess project risk and project change management;
- Assess the MMIS/DSS/Fiscal Agent Business/Technical Solution(s) selected by the Agency; and
- Analyze MMIS/DSS/Fiscal Agent Vendors Solicitation Responses – Vendors’ Proposed Technical Solutions’ Support of Business Needs.

**c. DDI Evaluation and Monthly Reporting**

The IV and V Vendor shall support the Agency Project Team during the design, development and implementation of the chosen MMIS/DSS solution and turnover of the fiscal agent operations. Primary tasks include the following:

1. Monthly Reporting to the State Project Director, Project Governance, and CMS to include:
  - a) Project performance reporting and recommendations for improvement;
  - b) Review and comment on all MMIS/DSS/Fiscal Agent Vendor(s) deliverables;
  - c) Monitor and participate in the MMIS/DSS/Fiscal Agent Vendor(s) Joint Application Development (JAD) Sessions;
  - d) Monitor and evaluate the MMIS/DSS/Fiscal Agent Vendor(s) tasks and evaluate compliance with the State’s requirements; and
  - e) Review and validate MMIS/DSS/Fiscal Agent Vendor(s) system test results.
2. Develop and manage user acceptance testing (UAT).

**d. Implementation Evaluation, Organization Change Management (OCM) Activities, and Project Close Out**

The IV and V Vendor shall develop and execute the project’s OCM strategy, assess implementation planning and operational readiness, and provide final project close out reports. Primary tasks include, but are not limited to the following:

1. Develop the OCM plan for the Agency’s transition to the new fiscal agent Contract;
2. Collaborate with the Agency’s leadership and communications office, and the stakeholders’ OCM teams to develop awareness/communication materials, media selection, and delivery schedule;

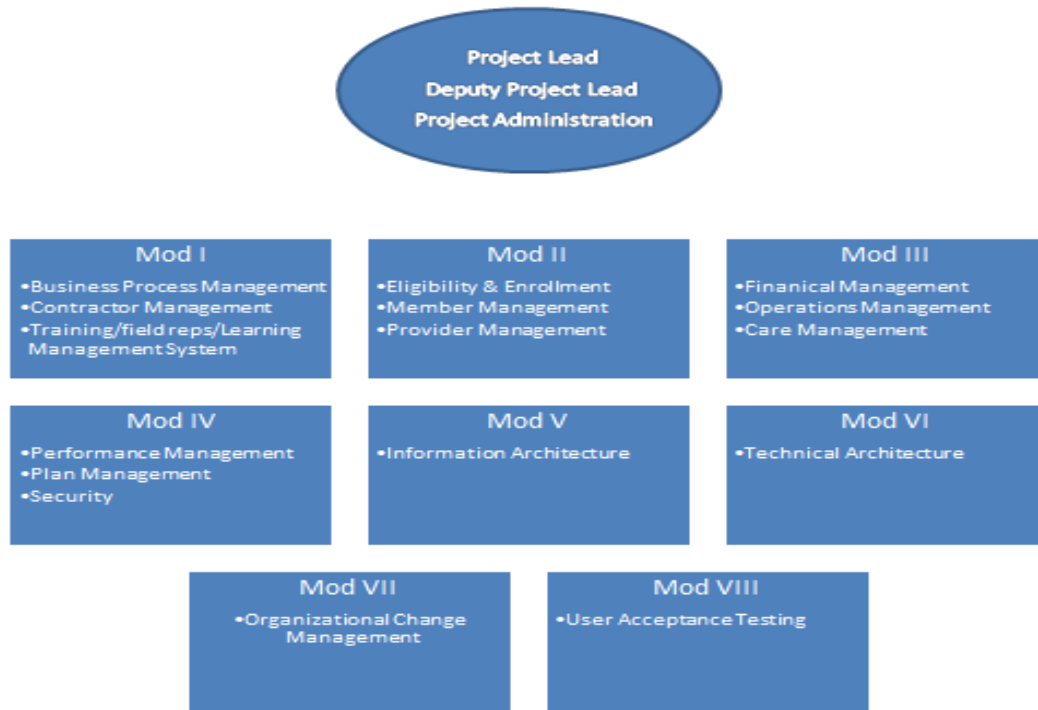
3. Create materials, media selection, and training schedule;
4. Conduct OCM sessions and materials to target groups;
5. Assess the effectiveness of OCM activities;
6. Assess Implementation Plans and operational readiness; and
7. Provide Lessons Learned and Project Closeout Reports.

**e. Project Oversight and Organizational Structure**

The Project oversight and organizational structure is described in Figure 1, Project Oversight and Organizational Structure below.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**FIGURE 1  
PROJECT OVERSIGHT ORGANIZATIONAL STRUCTURE**



**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

### **D.3 Services To Be Provided by the Agency**

To assist in the successful completion of this Project, the Agency shall:

- a. Provide the successful IV and V Vendor access to the MMIS; DSS; provider handbooks, policies, procedures and other documentation; and MMIS/DSS/Fiscal Agent procurement project material as deemed appropriate by the Agency, and as needed by the IV and V Vendor to provide services under the Contract resulting from this RFP;
- b. Provide user and technical training in the appropriate use of the MMIS and DSS;
- c. Provide clarification and interpretation of the terms and conditions of the Contract resulting from this RFP;
- d. Provide clarification and interpretation of Medicaid policies and procedures and provider handbooks, as needed;
- e. Identify Agency participants and stakeholders;
- f. Assign and dedicate a Contract Manager to coordinate all resulting Contract activities between the Agency and the IV and V Vendor;
- g. Perform, at a minimum, monitoring of the resulting Contract on an annual basis, either on-site or by desk review to ensure IV and V Vendor compliance with resulting Contract requirements. The Agency reserves the right to monitor the IV and V Vendor on a more frequent basis if deemed necessary by the Agency;
- h. Perform timely review of all documents submitted by the IV and V Vendor, by approving, denying or requiring specified revision; and
- i. Provide Agency network access to the IV and V Vendor staff.

### **D.4 Services To Be Provided by the IV and V Vendor**

#### **a. General**

The IV and V Vendor shall be knowledgeable of and actively apply CMS and industry/professional IV and V standards to every aspect of the work performed under the Contract resulting from this RFP. The IV and V Vendor shall support remaining project phases through post-implementation. Due to its complexity, the overall Project must be well organized, carefully planned and structured to ensure the goals and objectives are attained on time and on budget. The IV and V Vendor shall also participate in CMS required reviews.

#### **b. Planning and Initial Project Review Tasks**

The IV and V Vendor shall complete all tasks described in Table 3, Planning and Initial Project Review Tasks, below. All tasks shall require Agency review and approval and shall be updated according to the schedules agreed upon in the IV and V Management Plan.

The successful IV and V Vendor must be prepared to expedite the planning and project review tasks upon execution of the Contract resulting from this RFP. The IV and V Vendor's designated Project Manager shall meet face-to-face with Agency staff on a weekly basis, unless otherwise agreed to by the Agency, to discuss the current status of the Project.

The IV and V Vendor shall provide sufficient staff to be located onsite in Tallahassee, Florida during normal business hours, unless otherwise approved by the Agency. For purposes of the Contract resulting from this RFP, normal business hours are defined as Monday through Friday, 8 AM to 5 PM, Eastern Time (ET), excluding State of Florida observed holidays.

<b>TABLE 3</b>				
<b>PLANNING AND INITIAL PROJECT REVIEW TASKS</b>				
<b>Deliverable</b>	<b>No.</b>	<b>Task/Service Requirements</b>	<b>No.</b>	<b>Description</b>
IV and V Management Plan  Within four (4) weeks of execution of the Contract resulting from this RFP.	<b>1</b>	Develop the IV and V Management Plan to include Tasks 1.1, 1.2, and 1.3 described in this Table.	<b>1.1</b>	Assessment of the current project management and stakeholder involvement: <ul style="list-style-type: none"> <li>• Project organization and overall project performance;</li> <li>• Project management protocols;</li> <li>• Stakeholder identification and participation;</li> <li>• Communication success and feedback loops; and</li> <li>• Risk assessment and change management.</li> </ul>
			<b>1.2</b>	Assessment of the MMIS/DSS/Fiscal Agent Technical Solution(s) selected by the Agency: <ul style="list-style-type: none"> <li>• Review MITA SS-A and Gap Analysis;</li> <li>• Review the Research Report and the Recommended Solutions Report; and</li> <li>• Document any inconsistencies between the MITA SS-A and the draft solicitation technical and operational requirements.</li> </ul>
			<b>1.3</b>	Provide recommendations and project plan: <ul style="list-style-type: none"> <li>• Identify project</li> </ul>

TABLE 3 PLANNING AND INITIAL PROJECT REVIEW TASKS				
Deliverable	No.	Task/Service Requirements	No.	Description
				deficiencies and recommend project improvements; <ul style="list-style-type: none"> <li>Identify scope, depth, schedule, tools, and resource requirements of the IV and V effort;</li> <li>Create IV and V Work Breakdown Structure (WBS) for inclusion in the integrated project plan;</li> <li>Create performance metrics to track project completion against milestones set by the State; and</li> <li>Provide predictive analysis of risk impact.</li> </ul>
Report on MMIS/DSS/Fiscal Agent Vendors Solicitation Proposed Technical Solutions  Within twenty (20) business days of the MMIS/DSS solicitation submission deadline.	2	Report on MMIS/DSS/Fiscal Agent Vendors MMIS/DSS solicitation responses – Vendors’ Proposed Technical Solutions’ Support of Business Needs.	2.1	Analyze the Solicitation Responses – Vendors’ Proposed Technical Solutions: <ul style="list-style-type: none"> <li>Review designated Vendor responses to assess support of the Agency’s stated business needs; and</li> <li>Document Vendor proposals’ costs/benefits.</li> </ul>

**c. DDI Evaluation and Monthly Reporting Tasks**

Tasks and services to be provided by the IV and V Vendor during the DDI phase of the MMIS/DSS project, include, but are not limited to those identified in Table 4, DDI Evaluation and Monthly Reporting Tasks, below. The Agency reserves the right to modify the service requirements as need is identified to achieve the purpose of the Contract resulting from this RFP as described herein and within the scope of this RFP. All deliverables are subject to Agency review and approval prior to payment.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



<b>TABLE 4</b>				
<b>DDI EVALUATION AND MONTHLY REPORTING TASKS</b>				
<b>Deliverable</b>	<b>No.</b>	<b>Task/Service Requirements</b>	<b>No.</b>	<b>Description</b>
<p>Comprehensive Monthly Report</p> <p>Includes summary-level information on the following activities:</p> <ul style="list-style-type: none"> <li>• Project Performance;</li> <li>• Future activity highlights and identification of possible barriers to the Project and proposed resolutions;</li> <li>• MMIS/DSS/Fiscal Agent Vendor(s) Deliverables Review;</li> <li>• JAD Sessions;</li> <li>• Solicitation/Contract compliance;</li> <li>• System test status and deficiencies;</li> <li>• System test final results; and</li> <li>• UAT Testing Status.</li> </ul> <p>By the 15th day of the month following the reporting month.</p>	<b>3</b>	Project Performance Reporting	<b>3.1</b>	WBS Update – submitted weekly to PMO/DDI Support Vendor.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

<b>TABLE 4</b>				
<b>DDI EVALUATION AND MONTHLY REPORTING TASKS</b>				
<b>Deliverable</b>	<b>No.</b>	<b>Task/Service Requirements</b>	<b>No.</b>	<b>Description</b>
			<b>3.2</b>	Analysis of past project performance and report on performance metrics to allow tracking project completion against established milestones.
			<b>3.3</b>	Risk assessment.
			<b>3.4</b>	Make recommendations for improvement.
		Review of All MMIS/DSS/Fiscal Agent Vendor(s) Deliverables.	<b>3.5</b>	<p>Review and recommend changes or approval of all MMIS/DSS/Fiscal Agent Vendor(s) deliverables as part of the Agency's review and approval process to ensure that the Agency receives quality deliverables while achieving all critical project goals and deadlines.</p> <p>Within ten (10) business days of receipt of the deliverable, provide:</p> <ul style="list-style-type: none"> <li>• Written recommendation as to whether deliverables should be accepted by the Agency as received or returned for modifications; and</li> <li>• Written suggestions for modifications to the deliverables.</li> </ul>
		MMIS/DSS/Fiscal Agent JAD Sessions during the DDI Phases.	<b>3.6</b>	Actively participate in all JAD meetings and contribute expertise to all phases of the procurement project.

<b>TABLE 4</b>				
<b>DDI EVALUATION AND MONTHLY REPORTING TASKS</b>				
<b>Deliverable</b>	<b>No.</b>	<b>Task/Service Requirements</b>	<b>No.</b>	<b>Description</b>
			<b>3.7</b>	Ensure requirements are understood by the MMIS/DSS/Fiscal Agent Vendor(s) and the design meets the State's expectations.
			<b>3.8</b>	Identify risks and issues on an ongoing basis throughout the MMIS/DSS/Fiscal Agent phase and report project impact.
Solicitation Requirements Compliance and Traceability Monitoring Methodology  Sixty (60) business days before the start of the DDI phase.	<b>4</b>	Monitoring of MMIS/DSS/Fiscal Agent Vendor(s) solicitation compliance.	<b>4.1</b>	Develop a written methodology to evaluate the MMIS/DSS/Fiscal Agent Vendor(s) compliance with the solicitation requirements post award, including traceability of functions to original requirements and proposed milestone/phase exit criteria.
Included in Comprehensive Monthly Report.			<b>4.2</b>	Perform and write bi-weekly compliance reviews during the implementation phase.
			<b>4.3</b>	Write recommendations for solutions if issues or risks are identified during the review.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

<b>TABLE 4</b>				
<b>DDI EVALUATION AND MONTHLY REPORTING TASKS</b>				
<b>Deliverable</b>	<b>No.</b>	<b>Task/Service Requirements</b>	<b>No.</b>	<b>Description</b>
Included in Comprehensive Monthly Report	<b>5</b>	Validate system test results.	<b>5.1</b>	Attend and participate in the MMIS/DSS/Fiscal Agent Vendor(s) testing sessions. This includes system integration testing and end-to-end testing. <ul style="list-style-type: none"> <li>• Within three (3) business days of the test review provide a summary of the results; and</li> <li>• Report the final results of the MMIS/DSS/Fiscal Agent Vendor(s) testing to the project team.</li> </ul>
System Test Validation Report  Within ten (10) business days of the conclusion of the testing phase.			<b>5.2</b>	Validate in a final written report to the Agency on the MMIS/DSS/Fiscal Agent Vendor(s) testing phase that the test results were sufficient to validate the software and system's functionality.
UAT Plan  December 4, 2017	<b>6</b>	UAT	<b>6.1</b>	Develop a UAT Plan that describes the approach, timing, and activities involved in coordinating and conducting UAT, as well as the recommended depth and breadth of coverage from a functional perspective that needs to be exercised during UAT testing. The UAT Plan must include testing and planning for both internal and external stakeholders.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

<b>TABLE 4</b>				
<b>DDI EVALUATION AND MONTHLY REPORTING TASKS</b>				
<b>Deliverable</b>	<b>No.</b>	<b>Task/Service Requirements</b>	<b>No.</b>	<b>Description</b>
UAT Protocols and Training Manual  January 2, 2018	<b>7</b>		<b>7.1</b>	Develop a UAT Protocols and Training Manual that describes the goals and objectives of UAT; roles and responsibilities of the UAT Team; test methods and techniques; testing tools and templates; identified testing scenarios; and sample test cases.
UAT Testing Execution and Status Reporting (January 9, 2018 – April 20, 2018)  Included in Comprehensive Monthly Report.			<b>7.2</b>	Collaborate with the MMIS/DSS/Fiscal Agent Vendor and Subject Matter Expert (SME) leads to develop test scenarios and related test cases; test data; UAT schedule; and tracking tools including weekly test log.  Execute UAT testing activities including training testers; coordinating/facilitating the UAT testing; and the logging and reporting of test case results on a weekly basis.
UAT Results Report  Within ten (10) business days of the end of UAT.	<b>8</b>		<b>8.1</b>	UAT Results Report with executive summaries to communicate UAT testing progress and results and to validate that the initial system requirements have been met.

**d. Implementation Evaluation, Organizational Change Management, and Project Closeout Tasks**

The tasks and services to be provided by the IV and V Vendor, include, but are not limited to those identified in Table 5, Implementation Evaluation, Organizational Change Management, and Project Closeout Tasks, below. The Agency reserves the right to modify the service requirements as need is identified to achieve the purpose of the Contract resulting from this RFP as described herein and within the

scope of this RFP. All deliverables are subject to Agency review and approval prior to payment.

<b>TABLE 5 IMPLEMENTATION EVALUATION, ORGANIZATIONAL CHANGE MANAGEMENT, AND PROJECT CLOSEOUT TASKS</b>				
<b>Deliverable</b>	<b>No.</b>	<b>Task/Service Requirements</b>	<b>No.</b>	<b>Description</b>
OCM Plan  Six (6) weeks prior to the end of the design and development phase.	<b>9</b>	Create OCM Plan	<b>9.1</b>	Address a comprehensive organizational change management strategy to prepare for implementation of the Agency's chosen solution for the MMIS/DSS solicitation. Coordinate with the DDI Vendor to document all operational impacts of system enhancements or changes.
			<b>9.2</b>	Organize the plan around the MITA business processes and the seven (7) conditions and standards.
			<b>9.3</b>	Facilitate the identification and organization of stakeholder OCM teams to serve as champions to lead OCM activities at the program level.
OCM Delivery Schedule and Materials Report  Within nine (9) weeks of approval of the OCM plan.	<b>10</b>	Create materials, media selection, and training schedule.	<b>10.1</b>	Collaborate with Agency leadership, communications office, and the stakeholder OCM teams to develop awareness/communication materials, media selection, and delivery schedule.
			<b>10.2</b>	Continue coordination with the PMO/DDI Support Vendor and the MMIS/DSS/Fiscal Agent Vendor regarding OCM activities.
Monthly Report: OCM Sessions and Assessment of OCM	<b>11</b>	Provide OCM sessions and materials to target groups.	<b>11.1</b>	Use OCM best practices to coach Agency programs in the areas of OCM Communication;

TABLE 5 IMPLEMENTATION EVALUATION, ORGANIZATIONAL CHANGE MANAGEMENT, AND PROJECT CLOSEOUT TASKS				
Deliverable	No.	Task/Service Requirements	No.	Description
Effectiveness  By the 15th day of the month following the reporting month.				Sponsorship; Coaching; Training; Resistance Management; and Reinforcement to facilitate change readiness and system adoption.  Sessions must be delivered statewide using a variety of methods including use of live web casts, interactive modules, and face-to-face sessions.
			11.2	Support the consistent dissemination of project status information to stakeholders and Project Team Members.
			11.3	Continue to lead OCM activities by mentoring and guiding the OCM teams.
			11.4	Assess the effectiveness of OCM activities and recommend strategies to strengthen change readiness.
			11.5	Modify OCM strategy as needed to ensure change readiness.
			11.6	Update the internal stakeholder and communication matrices as the stakeholder makeup and their needs change throughout the lifecycle of the Project.
Implementation Planning Assessment  Within fifteen (15) business days of submission of the implementation plans.	12	Assess Operational Readiness and Implementation Planning.	12.1	Provide a written assessment of the MMIS/DSS/Fiscal Agent Vendor(s)' implementation plan as related to the MMIS/DSS/Fiscal Agent Vendor(s) solicitation requirements, including, at a minimum, the following: <ul style="list-style-type: none"> <li>Adequacy of the new software, systems and supporting processes;</li> </ul>

TABLE 5 IMPLEMENTATION EVALUATION, ORGANIZATIONAL CHANGE MANAGEMENT, AND PROJECT CLOSEOUT TASKS				
Deliverable	No.	Task/Service Requirements	No.	Description
				<ul style="list-style-type: none"> <li>• All system-related functionality;</li> <li>• Infrastructure readiness;</li> <li>• Data conversion plan; and</li> <li>• Disaster recovery plan.</li> </ul>
Operational Readiness Recommendation  Within twenty (20) business days following completion of UAT execution.	13		13.1	Prepare a written recommendation of readiness at the completion of system testing, operational readiness testing, provider testing, and UAT that includes verification that critical defects have been corrected and validation of the DDI Vendor's plan for remediation of non-critical defects.
Lessons Learned Report  September 30, 2018	14	Lessons Learned and Project Closeout Report	14.1	Document lessons learned and observations made during the Project that could be used to improve performance on future projects.
IV and V Closeout Report  January 31, 2019	15		15.1	Provide a final IV and V report summarizing all assessment reports and recommendations prior to concluding IV and V activities.

## D.5 Deliverables

### a. Comprehensive Monthly Report

The IV and V Vendor shall submit to the Agency's Project Director, Project Governance, and CMS a Comprehensive Monthly Report by the 15<sup>th</sup> day of the month following the reporting month. The Comprehensive Monthly Report is described in Table 4, DDI Evaluation and Monthly Reporting Tasks; however, the monthly report shall be required in all phases of the Project, as described in Section D.6, Reporting, below. The Comprehensive Monthly Report shall be invoiced monthly.

The Comprehensive Monthly Report shall consist of summarized activities of the weekly status reports related to:



1. IV and V update to the Integrated Work Plan;
2. Oversight of overall project performance, risk status, and recommendations;
3. Future activity highlights and identification of possible barriers to the Project and proposed resolutions;
4. The MMIS/DSS/Fiscal Agent Vendor(s) deliverables;
5. JAD Sessions;
6. Monitoring of MMIS/DSS/Fiscal Agent Vendor(s) system testing; and
7. Reporting of UAT status.

**b. Submission of Deliverables**

In order to ensure effective direction of project tasks and to minimize Agency review and IV and V Vendor revision times, deliverables management shall include:

1. IV and V Vendor provision of an approved Deliverable Expectation Document (DED);
2. A walk-through of the DED with Agency approvers at the start of each deliverable, unless otherwise directed by the Agency;
3. Submission of draft deliverables followed by a walk-through discussion in two (2) business days;
4. Draft deliverables formatted as Microsoft Word documents with line numbering, unless otherwise directed by the Agency;
5. Agency review and IV and V Vendor revisions will use the Microsoft Word track changes and comments features; and
6. Use of version control numbering of documents.

**c. Planning and Project Review Deliverables**

The IV and V Vendor shall submit deliverables as described in Table 6, Planning and Project Review Deliverable Schedule, below. The Agency reserves the right to modify and/or include additional deliverables to achieve the purpose of the Contract resulting from this RFP as described herein and within the scope of this RFP. The Agency in its sole discretion will make this determination. Such revisions shall be reduced to writing and included in the resulting Contract through formal amendment.

<b>TABLE 6 PLANNING AND PROJECT REVIEW DELIVERABLE SCHEDULE</b>			
<b>No.</b>	<b>Deliverable</b>	<b>Anticipated Due Date</b>	<b>Percent (%)Value of Total Contract</b>
<b>1</b>	IV and V Management Plan	June 29, 2015	6.67%

<b>TABLE 6 PLANNING AND PROJECT REVIEW DELIVERABLE SCHEDULE</b>			
<b>No.</b>	<b>Deliverable</b>	<b>Anticipated Due Date</b>	<b>Percent (%)Value of Total Contract</b>
<b>2</b>	Report on MMIS/DSS/Fiscal Agent Vendors Proposed Technical Solutions	October 28, 2015	1.73%

**d. DDI Evaluation and Monthly Reporting Deliverables**

The IV and V Vendor shall submit deliverables as described in Table 7, DDI Evaluation and Monthly Reporting Deliverable Schedule, below. The Agency reserves the right to modify and/or include additional deliverables to achieve the purpose of the Contract resulting from this RFP as described herein and within the scope of this RFP. The Agency in its sole discretion will make this determination. Such revisions shall be reduced to writing and included in the resulting Contract through formal amendment.

<b>TABLE 7 DDI EVALUATION AND MONTHLY REPORTING DELIVERABLE SCHEDULE</b>			
<b>No.</b>	<b>Deliverable</b>	<b>Anticipated Due Date</b>	<b>Percent Value of Total Contract</b>
<b>3</b>	Comprehensive Monthly Report — the designated components described in Table 4, DDI Evaluation and Monthly Reporting Tasks will be included in the monthly report as the activities occur over the life of the project. Summary level reporting for all components will be reported in the Comprehensive Monthly Report.	By the 15 <sup>th</sup> day of the month following the reporting month.  First report for July 2015 is due by August 15, 2015.	62.71%
<b>4</b>	Solicitation Requirements Compliance and Traceability Monitoring Methodology	April 7, 2016	1.34%
<b>5</b>	System Test Validation Report	January 17, 2018	0.53%
	<b>UAT</b>		
<b>6</b>	UAT Plan	December 4, 2017	1.07%
<b>7</b>	UAT Protocols and Training Manual	January 2, 2018	1.07%
	Execution of UAT	In Comprehensive Monthly Report	
<b>8</b>	UAT Results Report	May 7, 2018	5.23%

**e. Implementation Evaluation, Organizational Change Management, and Project Closeout Deliverables**

The IV and V Vendor shall submit deliverables as described in Table 8, Implementation Evaluation, Organizational Change Management, and Project

Closeout Deliverable Schedule, below. The Agency reserves the right to modify and/or include additional deliverables to achieve the purpose of the Contract resulting from this RFP as described herein and within the scope of this RFP. The Agency in its sole discretion will make this determination. Such revisions shall be reduced to writing and included in the resulting Contract through formal amendment. The OCM Monthly Report shall be invoiced monthly.

<b>TABLE 8 IMPLEMENTATION EVALUATION, ORGANIZATIONAL CHANGE MANAGEMENT, AND PROJECT CLOSEOUT DELIVERABLE SCHEDULE</b>			
<b>No.</b>	<b>Deliverable</b>	<b>Anticipated Due Date</b>	<b>Percent Value of Total Contract</b>
<b>9</b>	OCM Plan	April 3, 2017	0.80%
<b>10</b>	OCM Delivery Schedule and Materials	June 16, 2017	1.04%
<b>11</b>	Monthly Report: OCM Sessions and Assessment of OCM Effectiveness	August 2017 through March 2018. By the 15th day of the month following the reporting month.	12.90%
<b>12</b>	Implementation Planning Assessment	November 27, 2017	0.61%
<b>13</b>	Operational Readiness Recommendation	May 18, 2018	2.45%
<b>14</b>	Lessons Learned Report	September 30, 2018	0.92%
<b>15</b>	IV and V Closeout Report	January 31, 2019	0.92%

## **D.6 Reporting**

The IV and V Vendor shall adhere to reporting requirements included in this section. The Agency reserves the right to review, approve, and direct the IV and V Vendor to amend or update its reports and/or report formats in accordance with the best interests of the Agency and at no cost to the Agency. The Agency will notify the IV and V Vendor of such modification in writing.

All electronic transmission of reports and supporting documentation containing beneficiary Personal Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) must be encrypted to meet the HIPAA privacy standards. Unless otherwise directed by the Agency, all electronic reports shall be formatted utilizing Microsoft Word or Excel, Version 97 or greater. Supporting documentation may be submitted in Adobe PDF format. The IV and V Vendor shall maintain the capability to upgrade its electronic report format as directed by the Agency.

Report formats shall be finalized and approved by the Agency no later than ten (10) calendar days after execution of the Contract resulting from this RFP. At a minimum, the IV and V Vendor shall submit the following reports:

### **a. "Task" Specific Reports**

The IV and V Vendor shall submit "Task" specific reports in a format prescribed by the Agency and in accordance with the deliverable schedule contained in Table 6 Planning and Project Review Deliverable Schedule; Table 7, DDI Evaluation and

Monthly Reporting Deliverable Schedule; and Table 8, Implementation Evaluation, Organizational Change Management, and Project Closeout Deliverable Schedule.

**b. Weekly Status Reports**

The IV and V Vendor shall prepare and submit to the Agency's Contract Manager a weekly project status report which will contribute to the Comprehensive Monthly Report. The weekly report shall be submitted to the project team electronically in advance of the weekly project status meeting. The weekly status reports shall include the following:

1. IV and V update to the Integrated Work Plan;
2. Oversight of overall project performance, risk status, and recommendations;
3. The MMIS/DSS/Fiscal Agent Vendor(s) deliverables;
4. JAD Sessions;
5. Monitoring of MMIS/DSS/Fiscal Agent Vendor(s) system testing;
6. Reporting of UAT status; and
7. An executive summary.

**c. Monthly Project Report**

As described in Section D.5., Deliverables, Sub-Section a., Comprehensive Monthly Report, by the 15<sup>th</sup> of each month the IV and V Vendor shall prepare and submit to the Agency's Project Director, Project Governance, and CMS a Comprehensive Monthly Report which shall consist of a summary of the weekly status reports provided during the prior month. In addition, the monthly report shall include future activity highlights and identification of possible barriers to the Project and proposed resolutions.

**d. Ad Hoc Reporting**

Ad hoc reports requested by the Agency shall be submitted within ten (10) calendar days after the date of the request, unless otherwise specified by the Agency.

**D.7 Quality Assurance**

The IV and V Vendor shall establish and maintain written internal quality assurance (QA) policies for meeting the service and deliverable requirements specified in this RFP and the Contract resulting from this RFP. The IV and V Vendor's QA policies shall address, at a minimum:

- a. Designated individual(s) responsible for high-level quality assurance activities associated with or that affect the Contract resulting from this RFP;
- b. Quality review procedures that document QA review steps completed prior to delivery of documents to the Agency;

- c. Quality review procedures that document QA review steps for evaluating new Vendor activities to meet compliance requirements for the Contract resulting from this RFP;
- d. Escalation procedures; and
- e. Performance improvement processes.

## **D.8 Staffing**

The IV and V Vendor shall provide sufficient staff to be located remotely and/or onsite in Tallahassee, Florida as approved by the Agency, and during normal business hours, unless otherwise approved by the Agency. For the purposes of the Contract resulting from this RFP, the Agency defines normal business hours as Monday through Friday, 8:00 AM to 5:00 PM, Eastern Time, excluding State of Florida observed holidays.

### **a. General Staffing Requirements**

The IV and V Vendor shall maintain staffing levels sufficient to complete the services and meet the requirements specified in this RFP and in the resulting Contract. The IV and V Vendor shall be prepared at all times to recruit qualified staff, as required under applicable State and Federal laws and/or regulations, and as defined below, to implement all aspects of the services required in this RFP and the resulting Contract within the stated timeframes. The IV and V Vendor shall provide staff during the entire term of the resulting Contract, to ensure that the Agency is fully supported in any decision making relative to the MMIS/DSS needs and enhancements; procurement activities required for the changes recommended; and internal and external inquiries regarding the Agency's MMIS/DSS/Fiscal Agent procurement.

In the event the Agency determines that the IV and V Vendor's staff or staffing levels are not sufficient to complete the services specified in this RFP and the resulting Contract, it shall advise the IV and V Vendor in writing and the IV and V Vendor shall have thirty (30) calendar days to remedy the identified staffing deficiency(ies) to the satisfaction of the Agency. The IV and V Vendor shall reassign any personnel whose continued presence would be detrimental to the completion of the resulting Contract services.

At a minimum, the IV and V Vendor shall assign and dedicate the following key staff positions to the Contract resulting from this RFP:

### **b. Key Staff**

#### **1. Contract Manager**

The IV and V Vendor shall assign and dedicate a Contract Manager to coordinate all resulting Contract activities between the Agency and the IV and V Vendor. Florida Medicaid experience is preferred.

The Contract Manager shall meet with Agency staff in person or by telephone at the request of Agency representatives to discuss issues pertinent to the resulting Contract.

The Contract Manager shall have a minimum of five (5) years' experience with large healthcare systems and five (5) years leadership experience. The Contract

Manager shall have five (5) years experience leading an Independent Verification and Validation Project of comparable size and complexity as the MMIS/DSS/Fiscal Agent project. The Contract Manager shall have communication and leadership skills and must be available to present executive project presentations to multiple levels of leadership in the Agency and to other government executives. The Agency reserves the right to approve the candidate for this key position.

## 2. Project Manager

The IV and V Vendor shall assign and dedicate a Project Manager to coordinate day-to-day activities between the Agency and the IV and V Vendor. The IV and V Vendor's Project Manager shall be a full-time employee dedicated solely to the resulting Contract for no less than forty (40) hours per week, excluding weekends and State of Florida-observed holidays. The IV and V Vendor's Project Manager shall have experience in Medicaid, or a comparable large healthcare delivery system. Florida Medicaid experience is preferred.

The IV and V Vendor's Project Manager shall work directly with the Agency and shall have authority to revise processes or procedures and assign additional resources, as needed, to maximize the efficiency and effectiveness of services required under the resulting Contract.

The Project Manager must be a certified Project Management Professional (PMP) and have at least five (5) years' experience leading an Independent Verification and Validation Project of comparable size and complexity as the MMIS/DSS Fiscal Agent project. The Project Manager shall have communication and leadership skills and must be available to present executive project presentations to multiple levels of leadership in the Agency and to other government executives. The Project Manager shall have demonstrated experience with evaluating and documenting technical and operational solutions and procedures from an independent perspective. The Project Manager shall have experience with IV and V automated tools that will be used to review and document project performance and compliance.

## 3. Organizational Change Management Lead

The IV and V Vendor shall assign and dedicate an Organizational Change Management (OCM) Lead. The IV and V Vendor's OCM Lead shall have experience in conducting OCM with large, complex projects. Florida Medicaid experience is preferred.

The OCM Lead shall have Prosci Change Management Certification and at least three (3) years' experience leading an OCM project. The OCM Lead shall have demonstrated knowledge of an organization of comparable size and complexity like the Agency and the experience to document and identify the operational changes required of business users. The OCM Lead shall have experience leading organizational change sessions and designing training plans and training courses, and delivering OCM training sessions to large and diverse audiences.

#### 4. Testing Verification Lead

The IV and V Vendor shall assign and dedicate a Testing Verification Lead. The IV and V Vendor's Testing Verification Lead shall have experience in MMIS and DSS testing, design, development, implementation and operation. Florida Medicaid experience is preferred.

The Testing Verification Lead shall have demonstrated MMIS and DSS expertise and at least six (6) years' experience in developing structured test plans, and the execution of large scale systems T testing. The Testing Verification Lead shall have demonstrated experience using automated tools for system testing and identifying thorough test scenarios for comprehensive testing.

#### c. Subcontracting

The IV and V Vendor shall not enter into any subcontract for services to be provided under the Contract resulting from this RFP without the express written prior consent of the Agency. The IV and V Vendor shall maintain full responsibility for all work to be performed under the resulting Contract. Each approved subcontractor shall be subject to the same terms and conditions as the IV and V Vendor.

The IV and V Vendor shall submit all subcontracts, and any amendment(s) to approved subcontracts, to the Agency no later than fifteen (15) calendar days prior to the effective date of the subcontract and/or the amendment. The Agency's Contract Manager shall approve subcontracts in writing as expeditiously as possible.

#### D.9 Monitoring

The Agency shall evaluate and monitor the IV and V Vendor's performance on a daily and weekly basis through on-site supervision; the provision of service requirements; and weekly progress/status reports submitted throughout the Contract resulting from this RFP. The Agency reserves the right to use other means of monitoring as deemed necessary by the Agency.

#### D.10 Office Space

The IV and V Vendor shall occupy office space provided by the Agency for the PMO Vendor's staff; Research Vendor staff; IV and V Vendor staff; and Agency staff. The Vendor shall occupy subsequent office space provided by the MMIS/Fiscal Agent Vendor after award of the MMIS/Fiscal Agent Contract. The Vendor is required to occupy space provided by the Agency as long as such space is available.

The current office space is located at 3800 Esplanade Way, Suite 150, Tallahassee, Florida 32311.

#### D.11 Method of Payment

- a. The Contract resulting from this RFP shall be a fixed price (unit cost) Contract. The Agency anticipates the total value of the Contract resulting from this RFP shall not exceed **\$4,683,074.00**, subject to the availability of funds. The State of Florida's performance and obligation to pay under the Contract resulting from this RFP is contingent upon an annual appropriation by the Florida Legislature.

For the provision of services and deliverables, the Agency shall pay the IV and V Vendor, in arrears, upon the completion and acceptance of deliverables in accordance with the deliverable schedule specified herein. Upon receipt and Agency approval of each deliverable, the IV and V Vendor shall be paid ninety percent (90%) of the total amount due for the deliverable. The Agency shall pay the IV and V Vendor the remaining ten percent (10%) for **all** satisfactory completed deliverables upon Agency receipt and acceptance of the final invoice.

- b. The actual amount to be paid to the IV and V Vendor per deliverable shall be calculated based on the IV and V Vendor's response to this RFP.

Table 9, Funding Level Per State Fiscal Year (SFY) below, outlines the Agency's maximum funding allowance for the Contract resulting from this RFP per SFY, which is July 1st through June 30th. The IV and V Vendor cannot propose an amount of funding exceeding the levels established in Table 9 for any SFY.

<b>TABLE 9</b>	
<b>FUNDING LEVEL PER STATE FISCAL YEAR (SFY)</b>	
<b>SFY</b>	<b>Maximum Funding Level</b>
SFY 2014/15	\$312,539.00
SFY 2015/16	\$1,118,088.00
SFY 2016/17	\$991,918.00
SFY 2017/18	\$2,023,281.00
SFY 2018/19	\$237,248.00
<b>Total Contract Amount</b>	<b>\$4,683,074.00</b>

**c. Invoicing**

1. The IV and V Vendor shall submit a properly completed invoice to the Agency's Contract Manager no later than the 15<sup>th</sup> calendar day of the month following the reporting month.
2. The invoice shall include at a minimum:
  - a) Documentation detailing deliverables completed and/or services rendered covered by the invoice;
  - b) The time period in which deliverables were completed and/or services were rendered;
  - c) The IV and V Vendor's unique identifying invoice number;
  - d) Invoice date;
  - e) The IV and V Vendor's payment remittance address;
  - f) The Agency's Contract number; and
  - g) Other supporting documentation as requested by the Agency.
3. The IV and V Vendor shall not charge the Agency for any travel expenses related to any portion of this RFP or the resulting Contract.



## D.12 Performance Standards and Liquidated Damages

- a. The Agency may impose liquidated damages as identified in Table 10, Performance Standards and Liquidated Damages below, when the IV and V Vendor has failed to meet the deliverable requirements of the Contract resulting from this RFP.

<b>TABLE 10 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES</b>	
<b>Performance Standard Requirement</b>	<b>Liquidated Damages To Be Imposed</b>
Submission of Deliverable No. 1, IV and V Management Plan, as required in Table 6, Planning and Project Review Deliverable Schedule.	<b>\$100.00</b> per day for each calendar day beyond the due date established in the Contract resulting from this RFP. These damages will also apply to deliverables received by the due date that are of unacceptable quality or sufficiency.
Submission of Deliverable No. 2, Report on MMIS/DSS/Fiscal Agent Vendors Proposed Technical Solutions, as required in Table 6, Planning and Project Review Deliverable Schedule.	<b>\$100.00</b> per day for each calendar day beyond the due date established in the Contract resulting from this RFP. These damages will also apply to deliverables received by the due date that are of unacceptable quality or sufficiency.
Submission of Deliverable No. 3, Comprehensive Monthly Report, as required in Table 7, DDI Evaluation and Monthly Reporting Deliverable Schedule.	<b>\$100.00</b> per day for each calendar day beyond the due date established in the Contract resulting from this RFP. These damages will also apply to deliverables received by the due date that are of unacceptable quality or sufficiency.
Submission of Deliverable No. 4, Solicitation Requirements Compliance and Traceability Monitoring Methodology, as required in Table 7, DDI Evaluation and Monthly Reporting Deliverable Schedule.	<b>\$100.00</b> per day for each calendar day beyond the due date established in the Contract resulting from this RFP. These damages will also apply to deliverables received by the due date that are of unacceptable quality or sufficiency.
Submission of Deliverable No. 5, System Test Validation Report, as required in Table 7, DDI Evaluation and Monthly Reporting Deliverable Schedule.	<b>\$100.00</b> per day for each calendar day beyond the due date established in the Contract resulting from this RFP. These damages will also apply to deliverables received by the due date that are of unacceptable quality or sufficiency.

<b>TABLE 10 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES</b>	
<b>Performance Standard Requirement</b>	<b>Liquidated Damages To Be Imposed</b>
Submission of Deliverable No. 6, UAT Plan, as required in Table 7, DDI Evaluation and Monthly Reporting Deliverable Schedule.	<b>\$500.00</b> per day for each calendar day beyond the due date established in the Contract resulting from this RFP. These damages will also apply to deliverables received by the due date that are of unacceptable quality or sufficiency.
Submission of Deliverable No. 7, UAT Protocols and Training Manual, as required in Table 7, DDI Evaluation and Monthly Reporting Deliverable Schedule.	<b>\$500.00</b> per day for each calendar day beyond the due date established in the Contract resulting from this RFP. These damages will also apply to deliverables received by the due date that are of unacceptable quality or sufficiency.
Submission of Deliverable No. 8, UAT Results Report, as required in Table 7, DDI Evaluation and Monthly Reporting Deliverable Schedule.	<b>\$100.00</b> per day for each calendar day beyond the due date established in the Contract resulting from this RFP. These damages will also apply to deliverables received by the due date that are of unacceptable quality or sufficiency.
Submission of Deliverable No. 9, OCM Plan, as required in Table 8, Implementation Evaluation, Organizational Change Management, and Project Closeout Deliverable Schedule.	<b>\$500.00</b> per day for each calendar day beyond the due date established in the Contract resulting from this RFP. These damages will also apply to deliverables received by the due date that are of unacceptable quality or sufficiency.
Submission of Deliverable No. 10, OCM Delivery Schedule and Materials, as required in Table 8, Implementation Evaluation, Organizational Change Management, and Project Closeout Deliverable Schedule.	<b>\$250.00</b> per day for each calendar day beyond the due date established in the Contract resulting from this RFP. These damages will also apply to deliverables received by the due date that are of unacceptable quality or sufficiency.
Submission of Deliverable No. 11, Monthly Report: OCM Sessions and Assessment of OCM Effectiveness, as required in Table 8, Implementation Evaluation, Organizational Change Management, and Project Closeout Deliverable Schedule.	<b>\$100.00</b> per day for each calendar day beyond the due date established in the Contract resulting from this RFP. These damages will also apply to deliverables received by the due date that are of unacceptable quality or sufficiency.

<b>TABLE 10 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES</b>	
<b>Performance Standard Requirement</b>	<b>Liquidated Damages To Be Imposed</b>
Submission of Deliverable No. 12, Implementation Planning Assessment, as required in Table 8, Implementation Evaluation, Organizational Change Management, and Project Closeout Deliverable Schedule.	<b>\$100.00</b> per day for each calendar day beyond the due date established in the Contract resulting from this RFP. These damages will also apply to deliverables received by the due date that are of unacceptable quality or sufficiency.
Submission of Deliverable No. 13, Operational Readiness Recommendation, as required in Table 8, Implementation Evaluation, Organizational Change Management, and Project Closeout Deliverable Schedule.	<b>\$250.00</b> per day for each calendar day beyond the due date established in the Contract resulting from this RFP. These damages will also apply to deliverables received by the due date that are of unacceptable quality or sufficiency.
Submission of Deliverable No. 14, Lessons Learned Report, as required in Table 8, Implementation Evaluation, Organizational Change Management, and Project Closeout Deliverable Schedule.	<b>\$100.00</b> per day for each calendar day beyond the due date established in the Contract resulting from this RFP. These damages will also apply to deliverables received by the due date that are of unacceptable quality or sufficiency.
Submission of Deliverable No. 15, IV and V Closeout Report, as required in Table 8, Implementation Evaluation, Organizational Change Management, and Project Closeout Deliverable Schedule.	<b>\$100.00</b> per day for each calendar day beyond the due date established in the Contract resulting from this RFP. These damages will also apply to deliverables received by the due date that are of unacceptable quality or sufficiency.
The Vendor shall comply with public records laws, in accordance with Section 119.0701, Florida Statutes.	<b>\$5,000.00</b> for each incident in which the Vendor does not comply with a public records request.

The Agency's Contract Manager will monitor the IV and V Vendor's performance in accordance with the monitoring requirements of the Contract resulting from this RFP and may determine the level of liquidated damages based upon an evaluation of the severity of the deficiency. Failure by the IV and V Vendor to meet the established minimum performance standards may result in the Agency, in its sole discretion, finding the IV and V Vendor to be out of compliance, and all remedies provided in the Contract resulting from this RFP and under law, shall become available to the Agency.

**b. General Liquidated Damages**

1. The Agency may impose up to a one percent (1%) reduction of the total, monthly invoice amount for each incident in which the Vendor has failed to meet a

deadline as specified in the Contract resulting from this RFP, not to exceed five percent (5%) per month.

2. The Agency will impose upon the Vendor liquidated damages of five hundred dollars (**\$500.00**) to five thousand dollars (**\$5,000.00**), per incident per occurrence, depending upon the severity, if the Vendor inappropriately releases Protected Health Information. In addition, federal penalties may apply in accordance with the Health Insurance Portability and Accountability Act of 1996.

**D.13 Performance Bond**

A performance bond in the amount of ten percent (10%) of the annual amount of the Contract resulting from this RFP shall be furnished to the Agency by the IV and V Vendor for the specified Contract term. Table 11, Estimated Performance Bond Requirements, below, provides the estimated performance bond amounts per Contract year.

<b>TABLE 11 ESTIMATED PERFORMANCE BOND REQUIREMENTS</b>		
<b>Contract Term</b>	<b>“Estimated” Annual Contract Amount</b>	<b>Performance Bond Amount (10%)</b>
SFY 2014/15	\$312,539.00	\$31,253.90
SFY 2015/16	\$1,118,088.00	\$111,808.80
SFY 2016/17	\$991,918.00	\$99,191.80
SFY 2017/18	\$2,023,281.00	\$202,328.10
SFY 2018/19	\$237,248.00	\$23,724.80

The initial performance bond shall be furnished to the Agency’s Procurement Office, Building 2, MS#15, 2727 Mahan Drive, Tallahassee, Florida 32308, within thirty (30) calendar days after execution of the Contract resulting from this RFP and prior to commencement of any work under the resulting Contract. The performance bonds for the remaining years of the Contract shall be submitted no later than thirty (30) calendar days prior to the start of the operational period and shall be submitted to the Agency’s Procurement Office at the aforementioned address. A copy of all performance bonds shall be submitted to the Agency’s Contract Manager.

No payments will be made to the successful IV and V Vendor until the performance bond is in place and approved by the Agency in writing. The performance bond shall remain in effect for the full term of the Contract resulting from this RFP, including any renewal. Pursuant to Section 95.03, Florida Statutes, performance bonds containing provisions fixing the period of time within which an action arising out of the bond may be begun at a time less than that provided by the applicable statute of limitations will not be accepted. The Agency shall be named as the beneficiary of the IV and V Vendor’s bond. The bond shall provide that the insurer or bonding company(s) pay losses suffered by the Agency directly to the Agency.

The cost of the performance bond will be borne by the IV and V Vendor.

Should the successful IV and V Vendor terminate the Contract resulting from this RFP prior to the end of the Contract period, an assessment against the bond will be made by the State to cover the costs of issuing a new solicitation and selecting a new IV and V Vendor. The IV and V Vendor agrees that the Agency’s damages in the event of

termination by the IV and V Vendor shall be considered to be for the full amount of the bond. The Agency need not prove the damage amount in exercising its right of recourse against the bond.

#### **D.14 Special Provisions**

- a. The scope of work described in this RFP is exclusive of any other aspect of the Project or any subsequent consultant work that the Agency might seek based on the recommendations made in the deliverables that result from services contracted through this RFP.
- b. Responses to this RFP shall remain in effect for the full term of the resulting Contract, including any renewal periods, however, the Agency reserves the right to negotiate lower costs for the services described herein prior to renewal.
- c. The IV and V Vendor must work with other Vendors for this Project as required, including the following:
  1. Research and Planning Vendor;
  2. Project Management Office (PMO) Vendor; and
  - c. Fiscal Agent – MMIS/DSS System Integrator Vendor(s).
- d. The IV and V Vendor may be barred from competing for award of subsequent MMIS/DSS or Fiscal Agent-related procurements under Federal and State conflict of interest laws.
- e. All work products and property, whether tangible or intangible, funded by the Contract resulting from this RFP shall be owned by and considered the property of the Agency.
- f. **Monitoring by Vendor**

The Vendor shall ensure that each employee or subcontractor who performs activities related to the services associated with the Contract resulting from this RFP, will report to the Agency areas of concern relative to the operation of any entity covered by the Contract. To report concerns, the Vendor employee or subcontractor may contact the Agency Complaint Hotline by calling 1-888-419-3456 or by completing the online complaint form found at <http://apps.ahca.myflorida.com/hcfc>. Reports which represent individuals receiving services are at risk for, or have suffered serious harm, impairment or death shall be reported to the Agency immediately and no later than twenty-four (24) hours after the observation is made. Reports that reflect noncompliance that does not rise to the level of concern noted above shall be reported to the Agency within ten (10) days of the observation.

- g. **Minority and Certified Minority Subcontractors**

The Agency for Health Care Administration encourages the IV and V Vendor to use Minority and Certified Minority businesses as subcontractors when procuring commodities or services to meet the requirements of the Contract resulting from this RFP.

A minority owned business is defined as any business enterprise owned and operated by the following ethnic groups: African American (Certified Minority Code H or Non-Certified Minority Code N), Hispanic American (Certified Minority Code I or Non-Certified Minority Code O), Asian American (Certified Minority Code J or Non-Certified Minority Code P), Native American (Certified Minority Code K or Non-Certified Minority Code Q), or American Woman (Certified Minority Code M or Non-Certified Minority Code R).

#### **h. MyFloridaMarketPlace Vendor Registration**

Each Vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012, Florida Statutes, shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.030, Florida Administrative Code, unless exempt under Rule 60A-1.030(3) Florida Administrative Code.

#### **i. MyFloridaMarketPlace Transaction Fee**

The Contract resulting from this RFP has been exempted by the Florida Department of Management Services from paying the one percent (1%) transaction fee per Rule 60A-1.032(2)(a and b), Florida Administrative Code.

#### **j. Information Technology**

##### **1. Disaster Recovery**

The IV and V Vendor shall maintain a disaster recovery plan for restoring its application software, current master files and for hardware back-up in the event its production systems are disabled. The IV and V Vendor shall make all aspects of its disaster recovery plan available to the Agency within twenty-four (24) hours of the Agency's request.

##### **2. Data Transmission and Security**

The IV and V Vendor 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 meet all privacy and security requirements of HIPAA regulations.

Any Protected Health Information (PHI) released shall be in accordance with HIPAA requirements as interpreted by the Agency and Agency policy.

The IV and V Vendor shall ensure all electronic mail communications that contain PHI are encrypted in accordance with HIPAA requirements and Agency policy. The IV and V Vendor shall encrypt all data that is submitted to the Agency in electronic format outside the Agency's firewall.

The IV and V Vendor shall use the Agency's encryption software when corresponding with the Agency via electronic mail. Any costs associated with obtaining the Agency's encryption software shall be at the IV and V Vendor's expense and at no cost to the Agency.

In addition to the above, the IV and V Vendor shall ensure that the requirements of the Florida Security Rule 71A-1, Florida Administrative Code (FAC) is enforced and shall adhere to the Agency's Information Technology Security Plan

requirements as set forth in **Attachment L**, Agency for Health Care Administration Information Technology Security Plan.

**k. Public Records Requests**

In addition to Standard Contract, Section I, Item M., Requirements of Section 287.058, Florida Statutes and other Contract requirements provided by law, the Vendor shall comply with Section 119.0701, Florida Statutes, if applicable, as follows:

1. The Vendor shall keep and maintain public records that ordinarily and necessarily would be required in order to perform services under the Contract resulting from this RFP;
2. The Vendor shall provide the public with access to public records on the same terms and conditions that the Agency would provide the records and at a cost that does not exceed the cost provided in s. 119.0701, F.S., or as otherwise provided by law;
3. The Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
4. The Vendor shall meet all requirements for retaining public records and transfer, at no cost, to the Agency all public records in possession of the Vendor upon termination of the Contract resulting from this RFP and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency; and
5. If the Vendor does not comply with a public records request, the Agency shall enforce the Contract provisions in accordance with the Contract resulting from this RFP.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## **ATTACHMENT E EVALUATION CRITERIA**

### **E.1 Review of Mandatory Criteria:**

The Procurement Office will evaluate responses to this RFP against the mandatory criteria found in **Part I**, Mandatory Criteria. Responses failing to comply with all mandatory criteria will not be considered for further evaluation.

### **E.2 Past Performance Evaluation:**

Past performance will be scored based on answers to the questions outlined in **Attachment F**, Past Performance – Client Reference Form, received from three (3) separate client references. A score will be assigned for each individual client reference. Each reference is worth a maximum of 59 points. The Agency will consider the three (3) clients who will complete an Evaluation Questionnaire for Past Performance, for evaluation scoring. The Agency reserves the right to contact sources other than those identified by the respondent to obtain additional information regarding past performance. Information obtained from contacted references and additional contacts may be used to determine whether the respondent is a responsible vendor, as defined in Section 287.012(25), Florida Statutes.

### **E.3 Financial Stability Evaluation:**

An Agency Certified Public Accountant will evaluate each respondent's financial information. A score will be assigned for financial responsibility based on the following scale:

Points

20	Financial stability is excellent.
15	Financial stability is above average.
10	Financial stability is average.
5	Financial stability is below average.
0	Financial stability is inadequate.

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**





## E.6 Ranking of Responses:

A total score will be calculated for each response. The total point scores will be used to rank the responses by evaluator (response with the highest number of points = 1, second highest = 2, etc.). An average rank for each response will be calculated for all evaluators.

See scoring example below:

### SCORING EXAMPLE:

In this example, there are 461 maximum available points and four (4) respondents.

#### Step 1

A total score will be calculated for each response.

Evaluator A		Evaluator B		Evaluator C		Evaluator D	
Respondent 1	451 pts.	Respondent 1	401 pts.	Respondent 1	316 pts.	Respondent 1	418 pts.
Respondent 2	425 pts.	Respondent 2	390 pts.	Respondent 2	443 pts.	Respondent 2	449 pts.
Respondent 3	397 pts.	Respondent 3	419 pts.	Respondent 3	389 pts.	Respondent 3	435 pts.
Respondent 4	410 pts.	Respondent 4	388 pts.	Respondent 4	459 pts.	Respondent 4	325 pts.

#### Step 2

The total point scores will be used to rank the responses by evaluator (response with the highest number of points = 1, second highest = 2, etc.).

Evaluator A		Evaluator B		Evaluator C		Evaluator D	
Respondent 1	1	Respondent 1	2	Respondent 1	4	Respondent 1	3
Respondent 2	2	Respondent 2	3	Respondent 2	2	Respondent 2	1
Respondent 3	4	Respondent 3	1	Respondent 3	3	Respondent 3	2
Respondent 4	3	Respondent 4	4	Respondent 4	1	Respondent 4	4

#### Step 3

An average rank will be calculated for each response for all the evaluators.

Respondent 1	$1+2+4+3=10\div 4=2.5$
Respondent 2	$2+3+2+1=8\div 4=2.0$
Respondent 3	$4+1+3+2=10\div 4=2.5$
Respondent 4	$3+4+1+4=12\div 4=3.0$

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**PART I**

**MANDATORY CRITERIA**

This evaluation sheet will be used by the Agency for Health Care Administration’s Procurement Office to designate responses as “responsive” or “non-responsive”. If the answer to any of the questions in the table below falls into the “No” column, the response will be designated as “non-responsive” and will not be considered for further evaluation.

<b>QUESTIONS</b>		<b>YES</b>	<b>NO</b>
A.	Does the response include the Mandatory Documentation specified in <b>Attachment C</b> , Special Conditions, Section C.39.A, from each party, if applicable?  <b>1. Transmittal (Cover) Letter:</b> Signed by an individual having authority to bind the respondent, as specified in <b>Attachment C</b> , Special Conditions, Section C.39.A.1. of this RFP <input type="checkbox"/> <b>2. Original Proposal Guarantee:</b> In an amount of <b>\$234,154.00</b> as specified in <b>Attachment C</b> , Special Conditions, Section C.15 of this RFP <input type="checkbox"/>		
B.	Does the response include Page 1 of Attachment F, as required in <b>Attachment C</b> , Special Conditions, Section C.39.B. and in <b>Attachment F</b> , Past Performance – Client Reference Form?		
C.	Does the response include financial information, as required in <b>Attachment C</b> , Special Conditions, Section C.39.C., from each party, if applicable?		
D.	Does the response include the completed <b>Attachment J</b> , Cost Proposal, as required in <b>Attachment C</b> , Special Conditions, Section C.39.D?		
E.	Does the response include a signed <b>Attachment G</b> , Required Certifications, as specified in <b>Attachment C</b> , Special Conditions, Section C.14 of this RFP, from each party, if applicable?		
F.	Does the response include a signed <b>Attachment K</b> , Vendor Certification Regarding Scrutinized Companies Lists, as required in <b>Attachment C</b> , Special Conditions, Section C.34, of this RFP, from each party, if applicable?		

**Mandatory Criteria Verified by:**

_____	_____
Name (printed)	Title
_____	_____
Signature	Date

**Financial Criteria Verified by:**

_____	_____
Name (printed)	Title
_____	_____
Signature	Date

**PART II**

**EVALUATION CRITERIA**

Independent evaluators will use this sheet to assign scores to all responses evaluated and designated as “qualified.”

	<b>Maximum Raw Score Possible</b>		<b>Weight Factor</b>		<b>Maximum Points Possible</b>
<b>A. Mandatory Documentation</b>					
<b>B. Past Performance</b>					
1. Client #1	59	x	2	=	118
2. Client #2	59	x	2	=	118
3. Client #3	59	x	2	=	118
<b>C. Financial Information</b>	20	x	20	=	400
<b>D. Cost Proposal</b>	5	x	20	=	100
<b>E. Technical Response</b>					
1. Table of Contents					
2. Executive Summary					
3. Organizational Structure and History	10	x	5	=	50
4. Respondent Experience and Qualifications	40	x	4	=	160
5. Project Timeliness	15	x	3	=	45
6. IV and V Project Management – Initial Evaluation	20	x	4	=	80
7. IV and V Project Oversight	25	x	6	=	150
8. Report on MMIS/DSS/Fiscal Agent Vendors Solicitation Proposed Technical Solutions	15	x	3	=	45
9. Solicitation Requirements Compliance and Traceability Monitoring Methodology	15	x	4	=	60
10. User Acceptance Testing (UAT)	25	x	7	=	175
11. MMIS/DSS Test Validation	20	x	9	=	180
12. Design, Development and Implementation (DDI) Evaluation	10	x	8	=	80
13. Organizational Change Management (OCM)	25	x	4	=	100
14. Implementation Planning Evaluation and Operational Readiness Assessment	15	x	12	=	180
15. Quality Assurance	20	x	3	=	60
16. Vendor Staffing	45	x	4	=	180
17. Information Technology (IT)	15	x	3	=	45
<b>Total Rating</b>					<b>2444</b>

**Evaluation Criteria Verified by:**

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **DETAILED EVALUATION CRITERIA COMPONENTS**

(Each component will be evaluated based on the point structure delineated in Section E.5, Technical Response Evaluation.)

### **1. Table of Contents**

The respondent shall include a Table of Contents in its response. The Table of Contents shall contain section headings and subheadings along with corresponding page numbers. ***(No points will be awarded for the Table of Contents.)***

### **2. Executive Summary**

The respondent shall include an executive summary, 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. ***(No points will be awarded for the Executive Summary.)***

### **3. Organizational Structure and History**

The respondent shall describe its capability to provide the services described in this RFP by describing its organizational structure and history. For proposals that include a subcontractor, the same descriptions of organizational background and history shall be provided. ***(This section is worth a maximum of 10 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy of the respondent's organizational capability based on its demonstrated organizational structure, history, legal structure, ownership, affiliations, and location(s).
- b. The adequacy of the respondent's organizational capability based on its organizational chart, including the total number of employees.

### **4. Respondent Experience and Qualifications**

The respondent shall describe its ability or that of any subcontractor being proposed, to successfully meet the requirements of this RFP and the resulting Contract by describing its experience in providing consulting services similar in nature to those described in this RFP. ***(This section is worth a maximum of 40 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy of the respondent's experience in providing IV and V consulting services for projects with condensed timelines.
- b. The adequacy of the respondent's experience with Medicaid, including Florida Medicaid.
- c. The adequacy of the respondent's experience with projects utilizing Medicaid Information Technology Architecture (MITA).

- d. The adequacy of the respondent's experience in conducting Organizational Change Management (OCM) with large, complex projects, with emphasis on Medicaid experience.
- e. The adequacy of the respondent's experience with large scale data processing development and operations.
- f. The adequacy of the respondent's experience with MMIS/DSS/Fiscal Agent procurement, design and implementation, including any professional qualifications that the respondent will provide for the Contract resulting from this RFP.
- g. The adequacy of the respondent's experience in MMIS and DSS testing, design, development, implementation and operation, with emphasis on Medicaid experience.
- h. The adequacy of the respondent's experience in MMIS and DSS user acceptance testing, design, development, implementation and operation, with emphasis on Medicaid experience.

**5. Project Timeliness**

The respondent shall describe its ability and proposed approach to meeting the proposed deliverables timelines. ***(This section is worth a maximum of 15 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy of the respondent's proposed approach to manage a project with strained resources, constrained budgets and multiple priorities.
- b. The adequacy and apparent understanding of the respondent's analysis of the Agency's proposed Deliverable Schedules, provided in Attachment D, Scope of Services, Section D.5, Deliverables.
- c. The adequacy and viability of the respondent's proposed approach to meet the anticipated timelines, or the respondent's proposed modification to the timelines.

**6. IV and V Project Management – Initial Evaluation**

The respondent shall describe its ability to provide IV and V project management, and its proposed approach to creating an IV and V Management Plan specific to the Project. ***(This section is worth a maximum of 20 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy of the respondent's proposed Information Technology Project Management.
- b. The adequacy of the respondent's proposed authority of Project Manager.
- c. The adequacy of the respondent's proposed approach to creation of the IV and V Work Breakdown Structure (WBS) for inclusion in the integrated project plan.

- d. Overall, the adequacy of the respondent's proposed IV and V Management Plan Requirements, taking the following into consideration:
- 1) The respondent's proposed approach to initial assessment of the current project management and stakeholder involvement including project organization and overall project performance, stakeholder identification and participation, communication success and feedback loops, and risk assessment and change management;
  - 2) The respondent's proposed assessment of the MMIS/DSS/Fiscal Agent Technical Solution(s) selected by the Agency; and
  - 3) The respondent's proposed initial project assessment recommendations including identify project deficiencies and recommend project improvements; identify scope, depth, schedule, tools, and resource requirements of the IV and V effort; create performance metrics to track project completion against milestones set by the State; and provide predictive analysis of risk impact.

#### **7. IV and V Project Oversight**

The respondent shall describe its ability to provide ongoing IV and V project oversight of the Project's management throughout the life of the Project taking into consideration the following: ***(This section is worth a maximum of 25 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy of the respondent's proposed approach to ongoing analysis of past project performance and reporting monthly on performance metrics to allow tracking project completion against established milestones;
- b. The adequacy of the respondent's proposed approach to ongoing risk assessment;
- c. The adequacy of the respondent's proposed approach to ongoing identification of possible barriers to the Project and proposed resolutions;
- d. The adequacy of the respondent's proposed organization and presentation of project assessment reports to The Centers for Medicare and Medicaid Services (CMS), Agency Governance, and project managers; and
- e. The adequacy of the respondent's proposed approach for interfacing with Agency and multiple vendors' staff.

#### **8. Report on MMIS/DSS/Fiscal Agent Vendors Solicitation Proposed Technical Solutions**

The respondent shall describe its proposed approach to analysis of the MMIS and DSS vendors' solicitation responses and the advantages of the proposed approach as described in Attachment D, Scope of Services, Section D.4, Services To Be Provided by the IV and V Vendor, sub-item b., Planning and Initial Project Review Tasks. ***(This section is worth a maximum of 15 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy of the respondent's proposed approach to Analysis of the Solicitation Responses – Vendors' Proposed Technical Solutions.
- b. The adequacy of the respondent's proposed approach for review of designated vendor responses to assess support of the Agency's stated business needs.
- c. The adequacy of the respondent's approach to documenting vendor proposals' costs/benefits.

**9. Solicitation Requirements Compliance and Traceability Monitoring Methodology**

The respondent shall describe its approach to develop a written methodology to evaluate the MMIS/DSS/Fiscal Agent vendor(s) compliance with the solicitation requirements. ***(This section is worth a maximum of 15 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy of the respondent's proposed approach to creating traceability of functions to original requirements.
- b. The adequacy of the respondent's proposed milestone/phase exit criteria.
- c. The adequacy of the respondent's proposed approach to conducting and writing bi-weekly compliance reviews during the implementation phase.

**10. User Acceptance Testing (UAT)**

The respondent shall describe its proposed approach and experience with planning, executing, and assessing a UAT program, including development of test cases and scenarios, tools and templates, and tester training. ***(This section is worth a maximum of 25 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy of the respondent's proposed approach to UAT planning including timing, and activities involved in coordinating and conducting UAT as well as recommended depth and breadth of coverage from a functional perspective that needs to be exercised during UAT testing.
- b. The adequacy of the respondent's proposed goals and objectives of UAT, roles and responsibilities of the UAT Team, test methods and techniques, testing tools and templates, identification process for testing scenarios, and sample test cases.
- c. The adequacy of the respondent's proposed approach for coordinating with the Design Development and Implementation (DDI) vendor(s) to develop test scenarios and related test cases, test data, a UAT schedule, and tracking tools including weekly test log.
- d. The adequacy of the respondent's proposed approach for execution of UAT testing activities including training testers, coordinating/facilitating the UAT testing, and the logging daily and reporting of test case results.



- e. The adequacy of the respondent's proposed approach for organizing the final UAT Results Report with executive summaries to communicate UAT testing progress and results and to validate that the initial system requirements have been met.

#### **11. MMIS/DSS Test Validation**

The respondent shall describe its experience with validating Information Technology (IT) test results. The respondent shall include examples of projects it has worked on in the past and include outcomes and/or lessons learned as applicable. ***(This section is worth a maximum of 20 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy of the respondent's proposed approach for attending and participating in the MMIS/DSS/Fiscal Agent vendor(s) testing sessions, including system integration testing and end-to-end testing.
- b. The adequacy of the respondent's proposed approach for providing a summary of the results within three (3) business days of the test review.
- c. The adequacy of the respondent's proposed approach for reporting the final results of the MMIS/DSS/Fiscal Agent vendor(s) testing to the project team.
- d. The adequacy of the respondent's proposed approach for validating in a final written report to the Agency on the MMIS/DSS/Fiscal Agent vendor(s) testing phase that the test results were sufficient to validate the software and system's functionality.

#### **12. Design, Development and Implementation (DDI) Evaluation**

The respondent shall describe its experience with DDI evaluation. The respondent shall also describe its proposed approach to IV and V oversight and participation in the transition to operations for the chosen MMIS/DSS/Fiscal Agent vendor(s) and systems. ***(This section is worth a maximum of 10 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy of the respondent's proposed approach for reviewing all of the selected MMIS/DSS/Fiscal Agent vendor's deliverables and developing deliverable acceptance criteria to use in the review and approval process.
- b. The adequacy of the respondent's proposed approach to participate in Joint Application Development (JAD) sessions, including providing support, training and expert advice to stakeholders and subject matter experts and ensuring the Agency is represented and conveying the intended outcomes of the requirements to applicable staff.

### **13. Organizational Change Management (OCM)**

The respondent shall describe its experience with developing OCM strategy and plans and with delivery of OCM sessions to system users. The respondent shall include examples of projects it has worked on in the past and include outcomes and/or lessons learned as applicable. ***(This section is worth a maximum of 25 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy of the respondent's proposed approach for developing a comprehensive organizational change management strategy to prepare for implementation of the Agency's chosen solution for the MMIS/DSS solicitation that includes coordination with the DDI vendor(s) to document all operational impacts of system enhancements or changes.
- b. The adequacy of the respondent's proposed approach for facilitating the identification and organization of stakeholder OCM teams.
- c. The adequacy of the respondent's proposed approach for developing awareness/communication materials, media selection, and delivery schedule.
- d. The adequacy of the respondent's proposed approach for providing OCM sessions and materials to target groups statewide using a variety of methods including use of live web casts, interactive modules, and face-to-face sessions.
- e. The adequacy of the respondent's proposed approach for assessing the effectiveness of OCM activities and recommend strategies to strengthen change readiness and modifying OCM strategy as needed to ensure change readiness.

### **14. Implementation Planning Evaluation and Operational Readiness Assessment**

The respondent shall describe its proposed approach to review and assess requirements related to the various implementation plans of the successful MMIS/DSS/Fiscal Agent vendor(s) and to assess operational readiness. ***(This section is worth a maximum of 15 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy of the respondent's proposed approach to assessing the MMIS/DSS/Fiscal Agent vendor(s) implementation plans as related to the MMIS/DSS/Fiscal Agent vendor(s) solicitation requirements, including, at a minimum, the following:
  - 1) Adequacy of the new software, systems and supporting processes;
  - 2) All system-related functionality;
  - 3) Infrastructure readiness;
  - 4) Data conversion plan; and

- 5) Disaster recovery plan.
- b. The adequacy of the respondent's proposed approach to evaluating operational readiness at the completion of system testing, operational readiness testing, provider testing, and UAT that includes verification that critical defects have been corrected and validation of the DDI vendor's plan for remediation of non-critical defects.
- c. The adequacy of the respondent's proposed approach to document lessons learned and develop a MMIS/DSS/Fiscal Agent procurement IV and V closeout report.

## **15. Quality Assurance**

The respondent shall describe its existing or proposed written, internal quality assurance policies. ***(This section is worth a maximum of 20 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy of the respondent's existing or proposed internal quality assurance policies to address the requirements specified in this RFP.
- b. The adequacy of the respondent's proposed designated individuals responsible for high-level activities associated with or that affect resulting Contract activities.
- c. The adequacy of the respondent's proposed escalation procedures.
- d. The adequacy of the respondent's proposed performance improvement processes.

## **16. Vendor Staffing**

The respondent shall describe its capability to provide staffing levels to meet the requirements specified in this RFP by describing the qualifications and experience of its proposed staff. ***(This section is worth a maximum of 45 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy of the respondent's proposed staffing levels as demonstrated in its staff organization chart.
- b. The adequacy of the respondent's proposed key staff positions, including the decision making authority within the organization and the percentage of time each key staff employee will spend on this Project for each Task/Phase.
- c. The adequacy of the respondent's plan for ensuring its contract manager is available to meet with Agency staff both face-to-face and via conference call throughout implementation and during the resulting Contract period.
- d. The adequacy of the respondent's approach for filling key staff positions based on its description indicating which key staff positions will be filled by a current employee of the respondent, and which positions will need to be filled.
- e. The adequacy of the respondent's proposed contract manager based on the submitted resume and position description demonstrating their education and

experience; or, if the position will need to be filled, the adequacy of the qualifications that must be met by the applicants.

- f. The adequacy of the respondent's proposed project manager based on the submitted resume and position description demonstrating their education and experience; or, if the position will need to be filled, the adequacy of the qualifications that must be met by the applicants.
- g. The adequacy of the respondent's proposed Organizational Change Management Lead based on the submitted resume and position description demonstrating their education and experience; or, if the position will need to be filled, the adequacy of the qualifications that must be met by the applicants.
- h. The adequacy of the respondent's proposed Testing Verification Lead based on the submitted resume and position description demonstrating their education and experience; or, if the position will need to be filled, the adequacy of the qualifications that must be met by the applicants.
- i. The adequacy and appropriateness of the respondent's proposed subcontractor utilization plan which shall identify any current or anticipated subcontracts the respondent will use for the provision of the services and deliverables required by this RFP. The respondent's description shall include at a minimum, the name of the subcontracted organization(s), if known, the services to be provided, and the qualifications of the subcontracted organization(s).

## **17. Information Technology (IT)**

The respondent shall describe its approach to providing the IT requirements specified in this RFP. ***(This section is worth a maximum of 15 raw points with each component being worth a maximum of 5 points each.)***

### a. Hardware and Software Requirements

- 1) The adequacy of the respondent's proposed automation capabilities and its compatibility with the Agency's computer systems and software platforms. Software development must conform to the Agency's IT standards.
- 2) The adequacy of the respondent's proposed process to exchange data with the Agency, including ensuring accurate and prompt interface with the Florida Medicaid MMIS/DSS/Fiscal Agent procurement project.

### b. Disaster Recovery

- 1) The adequacy of the respondent's proposed specific disaster recovery plan for restoring software applications, master files, hardware back-up and monitoring hook-up with the Agency.
- 2) The adequacy of the respondent's proposed plan to ensure recovery and/or back-up data in case of disaster and/or system failure.

c. Data Transmission and Security

- 1) The adequacy of the respondent's proposed plan to ensure proper security of Medicaid data and how the respondent will restrict access in compliance with Health Insurance Portability and Accountability Act (HIPAA) standards.
- 2) The adequacy of the respondent's proposed plan to ensure HIPAA standards for data and document management will be met and ensure that any Protected Health Information (PHI) released is done so in accordance with HIPAA requirements.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**ATTACHMENT F  
PAST PERFORMANCE - CLIENT REFERENCE FORM**

**Vendor's Name:**

In the spaces provided below, the respondent shall list all names under which it has operated during the past five (5) years (February 24, 2010).

---

---

---

---

---

If the respondent elects to submit **Non-AHCA** client references, on the following pages, the respondent shall provide the information indicated for a maximum of three (3) separate and verifiable, **Non-AHCA** 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 Vendor's Name.

If the respondent elects to submit **Non-AHCA** client references, the respondent must include with its response a completed, signed with original signature and dated Evaluation Questionnaire for Past Performance, provided by a maximum of three (3) **Non-AHCA** identified (in this Attachment) client references, in individual envelopes that contain a client signature across the sealed flap. The Agency will not accept any Evaluation Questionnaire for Past Performance which is not included with a prospective vendor's response.

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.

AHCA will consider a maximum of three (3) clients who will complete an Evaluation Questionnaire for Past Performance, for evaluation scoring. Responses which do not contain client references will receive a score of zero (0) for the past performance evaluation component.

**AHCA 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(25), Florida Statutes.**

**QUESTIONS CONTAINED ON THE EVALUATION QUESTIONNAIRE FOR PAST PERFORMANCE THAT ARE NOT SCORED ACCORDING TO THE RATING SCALE PROVIDED, WILL RECEIVE A SCORE OF ZERO (0) FOR THE QUESTION.**

**Note: Agency for Health Care Administration (AHCA)**

**NON-AHCA  
CLIENT REFERENCE #1**

**Vendor's Name:**

**Client's Name:**

**Address:**

**Contract Performance Period:**

**Location of Services:**

**Brief description of the services performed by the respondent for this client:**

**NON-AHCA  
CLIENT REFERENCE #2**

**Vendor's Name:**

**Client's Name:**

**Address:**

**Contract Performance Period:**

**Location of Services:**

**Brief description of the services performed by the respondent for this client:**



**NON-AHCA  
CLIENT REFERENCE #3**

**Vendor's Name:**

**Client's Name:**

**Address:**

**Contract Performance Period:**

**Location of Services:**

**Brief description of the services performed by the respondent for this client:**

## Evaluation Questionnaire for Past Performance

**QUESTIONS THAT ARE NOT SCORED ACCORDING TO THE RATING SCALE PROVIDED, WILL RECEIVE A SCORE OF ZERO (0) FOR THE QUESTION.**

**Vendor's Name:** \_\_\_\_\_

**Non-AHCA Client's Name:** \_\_\_\_\_

	<b>Score</b>
1. Briefly describe the services the Vendor performed for your organization:	N/A
2. Define the relationship between the Vendor and the client reference as one of the following: (circle one)  Prime Vendor; or Subcontractor.	N/A
3. How would you rate the Contract implementation with this Vendor? (Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1)	
4. Did the Vendor consistently meet all of its performance/milestones deadlines? (Yes = 3; No = 0)	
5. How would you rate the Vendor's key staff and their ability to work with your organization? (Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1)	
6. Did Vendor staff maintain open lines of communication with your organization? (Yes = 3; No = 0)	
7. Did the Vendor's Project/Contract Manager effectively manage the Contract? (Yes = 3; No = 0)	
8. Was the Vendor's staff responsive to technical direction from your organization? (Yes = 3; No = 0)	
9. Did the Vendor's technical staff make requested modifications within designated time-frames? (Yes = 3; No = 0)	
10. Did the Vendor go beyond the call of duty to resolve urgent issues/concerns expediently? (Yes = 3, No = 0)	
11. How would you rate the Vendor's customer service to clients? (Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1)	
12. Was the Vendor's staff knowledgeable of the Contract requirements and scope of work? (Yes = 3; No = 0)	
13. Was the Vendor's staff knowledgeable of your business rules regarding services? (Yes = 3; No = 0)	
14. Did the Vendor perform contracted services in accordance with established procedures/guidelines? (Yes = 3; No = 0)	
15. Did the Vendor manage their participation efficiently and complete the project as scheduled? (Yes = 3; No = 0)	
16. Did the Vendor produce a quality final product that met with the Contract requirements and conformed to the required format? (Yes = 3; No = 0)	

17. How would you rate the Vendor's responsiveness to any concerns raised about the Project after it was initiated? (Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1)	
18. Do you feel the Vendor provided qualified and experienced personnel for the Project? (Yes = 3; No = 0)	
19. Would you contract with this Vendor again? (Yes = 3; No = 0)	
<b>Total Score:</b>	

**Past Performance Verified by:**

Name (printed)	Title
Signature	Date

**ATTACHMENT G  
REQUIRED CERTIFICATIONS**

**Acceptance of Contract Terms and Conditions**

I hereby certify that should my company be awarded a Contract resulting from this solicitation, it will comply with all terms and conditions specified in this solicitation and contained in the Agency Standard Contract (**Attachment H**).

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

**Statement of No-Involvement**

I hereby certify my company had no prior involvement in performing a feasibility study of the implementation of the subject Contract, in drafting of the solicitation or in developing the subject program.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

**Non-Collusion Certification**

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

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

### **Organizational Conflict of Interest Certification**

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

Please check the applicable paragraph below:

- Has no existing relationship, financial interest or other activity which creates any actual or potential organizational conflicts of interest relating to the award of a Contract resulting from this RFP.
  
- Has included information in its response to this solicitation detailing the existence of actual or potential organizational conflicts of interest and has provided a "Conflict of Interest Mitigation Plan", as outlined in Attachment C, Sections C.14 and C.40.

---

Signature of Authorized Official

---

Date

### **Certification Regarding Terminated Contracts**

I hereby certify that my company (including its subsidiaries and affiliates) has not unilaterally or willfully terminated any previous Contract prior to the end of the Contract with a State or the Federal government and has not had a Contract terminated by a State or the Federal government for cause, prior to the end of the Contract, within the past five (5) years, other than those listed on page 3 of this Attachment.

---

Signature of Authorized Official

---

Date

## LIST OF TERMINATED CONTRACTS

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

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

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

**Vendor's Name:**

---

**Client's Name:**

---

**Term of Terminated Contract:**

---

**Description of Services:**

---

**Brief Summary of Reason(s) for Contract Termination:**

---

---

**Vendor's Name:**

---

**Client's Name:**

---

**Term of Terminated Contract:**

---

**Description of Services:**

---

**Brief Summary of Reason(s) for Contract Termination:**

---

---

## ATTACHMENT H STANDARD CONTRACT

*All prospective vendors should review the proposed contract language contained below. In responding to this AHCA solicitation, a prospective vendor has agreed to accept the terms and conditions of the contract contained in this attachment. The Agency reserves the right to make modifications to this contract if it is deemed to be in the best interest of the Agency or the State of Florida. Note: If this contract is funded with federal funds, additional terms and conditions may be included at the time of contract award based on the specific federal requirements.*

Contract No.

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

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

#### I. THE VENDOR HEREBY AGREES:

##### A. General Provisions

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

##### B. Federal Laws and Regulations

1. This Contract contains federal funds, therefore, the Vendor shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations.
2. This Contract contains federal funding in excess of **\$100,000.00**, therefore, the Vendor must, upon Contract execution, complete the Certification Regarding Lobbying form, **Attachment III**. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Agency's Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Agency's Procurement Office.
3. Pursuant to 2 CFR, Part 376, the Vendor must, upon Contract execution, complete the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Contracts/Subcontracts, **Attachment IV**.

### **C. Audits and Records**

1. To maintain books, records, and documents (including electronic storage media) pertinent to performance under this Contract in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Agency under this Contract.
2. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel.
3. To maintain and file with the Agency such progress, fiscal and inventory reports as specified in **Attachment I**, Scope of Services, and other reports as the Agency may require within the period of this Contract. In addition, access to relevant computer data and applications which generated such reports should be made available upon request.
4. To comply with public record laws as outlined in Section 119.0701, Florida Statutes.
5. To ensure that all related party transactions are disclosed to the Agency Contract Manager.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

### **D. Retention of Records**

1. To retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this Contract for a period of six (6) years after termination of this Contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings.
2. Persons duly authorized by the Agency and federal auditors, pursuant to 45 CFR, Part 74 and/or 45 CFR, Part 92, shall have full access to and the right to examine any of said records and documents.
3. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

### **E. Monitoring**

1. To provide reports as specified in **Attachment I**, Scope of Services. These reports will be used for monitoring progress or performance of the contractual services as specified in **Attachment I**, Scope of Services.
2. To permit persons duly authorized by the Agency to inspect any records, papers, documents, facilities, goods and services of the Vendor which are relevant to this Contract.



## **F. Indemnification**

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.

## **G. Insurance**

1. To the extent required by law, the Vendor shall be self-insured against, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all its employees connected with the work of this project and, in case any work is subcontracted, the Vendor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees engaged in work under this Contract are covered by the Vendor's self insurance program. Such self insurance or insurance coverage shall comply with the Florida Workers' Compensation law. In the event hazardous work is being performed by the Vendor under this Contract and any class of employees performing the hazardous work is not protected under Workers' Compensation statutes, the Vendor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Agency, for the protection of its employees not otherwise protected.
2. The Vendor shall secure and maintain Commercial General Liability insurance including bodily injury, property damage, personal & advertising injury and products and completed operations. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Contract, whether such services and/or operations are by the Vendor or anyone directly employed by it. Such insurance shall include the State of Florida as an Additional Named Insured for the entire length of the Contract and hold the State of Florida harmless from subrogation. The Vendor shall set the limits of liability necessary to provide reasonable financial protections to the Vendor and the State of Florida under this Contract.
3. All insurance policies shall be with insurers licensed or eligible to transact business in the State of Florida. The Vendor's current insurance policy(ies) shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days written notice. The Vendor shall provide thirty (30) calendar days written notice of cancellation to the Agency's Contract Manager.

## **H. Assignments and Subcontracts**

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

## **I. Return of Funds**

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

## **J. Purchasing**

### **1. P.R.I.D.E.**

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

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

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

### **2. RESPECT of Florida**

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

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

RESPECT of Florida  
2475 Apalachee Parkway, Suite 205  
Tallahassee, Florida 32301-4946  
(850) 487-1471  
Website: [www.respectofflorida.org](http://www.respectofflorida.org)

### **3. Procurement of Products or Materials with Recycled Content**

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

### **K. Civil Rights Requirements/Vendor Assurance**

The Vendor assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
5. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
6. The Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
7. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

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

### **L. Discrimination**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

**M. Requirements of Section 287.058, Florida Statutes**

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

This Contract shall begin upon execution by both Parties or \_\_\_\_\_, (whichever is later) and end on \_\_\_\_\_, inclusive.

In accordance with Section 287.057(13), Florida Statutes, this Contract may be renewed for a period that may not exceed three (3) years or the term of the original Contract, whichever period is longer. Renewal of the Contract shall be in writing and subject to the same terms and conditions set forth in the initial contract. A renewal Contract may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the Agency, are subject to the availability of funds, and optional to the Agency.

Per the Agency's policy, employees will review existing contract renewals and re-procurements with the Vendor in an effort to reduce contract payments by at least five percent (5%), but not to affect the level and quality of services.

5. The Vendor agrees that the Agency may unilaterally cancel this Contract for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with this Contract, unless the records are exempt from Section 24(a) of Art. I of the State Constitution and Section 119.07(1), Florida Statutes.
6. To comply with Patents, Royalties, Copyrights, Right to Data, and Works for Hire/Software requirements as follows:

The Vendor, without exception, shall indemnify and hold harmless the Agency and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unattended invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the Vendor or is based solely and exclusively upon the Agency's alteration of the article.

The Agency will provide prompt written notification of a claim of copyright or patent infringement and shall afford the Vendor full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending, the Vendor may, at its option and expense procure for

the Agency the right to continue the use of, replace or modify the article to render it non-infringing (if none of the alternatives is reasonably available, the Agency agrees to return the article on request to the Vendor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction).

If the Vendor brings to the performance of this Contract a pre-existing patent, patent-pending and/or copyright at the time of Contract execution, the Vendor shall retain all rights and entitlements to that pre-existing patent, patent-pending and/or copyright, unless this Contract provides otherwise.

If the Vendor uses any design, device, or materials covered by letter, patent, or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. Prior to the initiation of services under this Contract, the Vendor shall disclose, in writing, all intellectual properties relevant to the performance of this Contract which the Vendor knows, or should know, could give rise to a patent or copyright. The Vendor shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Agency will then have the right to all patents and copyrights which arise as a result of performance under this Contract as provided in this section.

If any discovery or invention arises or is developed in the course of, or as a result of, work or services performed under this Contract, or in any way connected herewith, the Vendor shall refer the discovery or invention to the Agency for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to the State of Florida. All materials to which the Agency is to have patent rights or copyrights shall be marked and dated by the Vendor in such a manner as to preserve and protect the legal rights of the Agency.

Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Agency has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Agency to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, shall vest in the State of Florida, Department of State for the exclusive use and benefit of the state. Pursuant to Section 286.021, Florida Statutes, no person, firm, corporation, including Parties to this Contract shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida Department of State.

The Agency will have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Vendor under this Contract.

All rights and title to works for hire under this Contract, whether patentable or copyrightable or not, shall belong to the Agency and shall be subject to

the terms and conditions of this Contract.

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

The Vendor warrants that all materials produced hereunder will be of original development by the Vendor and will be specifically developed for the fulfillment of this Contract and will not knowingly infringe upon or violate any patent, copyright, trade secret or other property right of any third party, and the Vendor shall indemnify and hold the Agency harmless from and against any loss, cost, liability or expense arising out of any breach or claimed breach of this warranty.

The terms and conditions specified in this section shall also apply to any subcontract made under this Contract. The Vendor shall be responsible for informing the subcontractor of the provisions of this section and obtaining disclosures.

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

## **N. Sponsorship**

Pursuant to Section 286.25, Florida Statutes, any nongovernmental organization which sponsors a program financed partially by state funds or funds obtained from a state agency shall, in publicizing, advertising, or describing the sponsorship of the program, state:

"Sponsored by \_\_\_\_\_ and the State of Florida, **AGENCY FOR HEALTH CARE ADMINISTRATION.**"

If the sponsorship reference is in written material, the words "State of Florida, AGENCY FOR HEALTH CARE ADMINISTRATION" shall appear in the same size letters or type as the name of the organization.

**O. Final Invoice**

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

**P. Use Of Funds For Lobbying Prohibited**

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

**Q. Public Entity Crime**

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

**R. Health Insurance Portability and Accountability Act**

To comply with the Department of Health and Human Services Privacy Regulations in the Code of Federal Regulations, Title 45, Sections 160 and 164, regarding disclosure of protected health information as specified in **Attachment II**, Business Associate Agreement.

**S. Confidentiality of Information**

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

**T. Employment**

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

**U. Work Authorization Program**

The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring illegal workers. The Vendor shall only employ individuals who may legally work in the United States (U.S.) – either U.S. citizens or

foreign citizens who are authorized to work in the U.S. The Vendor shall use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired by the Vendor during the term of this Contract and shall also include a requirement in its subcontracts that the subcontractor utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor performing work or providing services pursuant to this Contract.

## **V. Scrutinized Companies Lists**

The Vendor shall complete **Attachment V**, Vendor Certification Regarding Scrutinized Companies List, certifying that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. Pursuant to Section 287.135(5), Florida Statutes, the Vendor agrees the Agency may immediately terminate this Contract for cause if the Vendor is found to have submitted a false certification or if the Vendor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

## **II. THE AGENCY HEREBY AGREES:**

### **A. Contract Amount**

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

### **B. Contract Payment**

Section 215.422, Florida Statutes, provides that agencies have five (5) business days to inspect and approve goods and services, unless bid specifications, Contract or Purchase Order specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) calendar days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 412-3901, or utilize the Department of Financial Services website at [www.myfloridacfo.com/aadir/interest.htm](http://www.myfloridacfo.com/aadir/interest.htm). Payments to health care providers for hospital, medical or other health care services, shall be made not more than thirty-five (35) calendar days from the date eligibility for payment is determined, and the daily interest rate is .0003333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency, may be contacted at (850) 413-5516 or by calling the State Comptroller's Hotline, 1-800-848-3792.



### **III. THE VENDOR AND AGENCY HEREBY MUTUALLY AGREE:**

#### **A. Termination**

##### **1. Termination at Will**

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

##### **2. Termination Due To Lack of Funds**

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

##### **3. Termination for Breach**

Unless the Vendor's breach is waived by the Agency in writing, the Agency may, by written notice to the Vendor, terminate this Contract upon no less than twenty-four (24) hours' written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the Agency may employ the default provisions in Florida Administrative Code Rule 60A-1.006(3).

Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit the Agency's right to remedies at law or to damages.

#### **B. Contract Managers**

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

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

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

**C. Renegotiation or Modification**

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

**D. Name, Mailing and Street Address of Payee**

1. The name (Vendor name as shown on Page 1 of this Contract) and mailing address of the official payee to whom the payment shall be made:
2. The name of the contact person and street address where financial and administrative records are maintained:

**E. All Terms and Conditions**

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

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

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

**SIGNED BY:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_



**SIGNED BY:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_



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

**VENDOR FISCAL YEAR ENDING DATE:**

List of Attachments included as part of this Contract:

Specify Type	Letter/ Number	Description
<b>Attachment</b>	I	Scope of Services ( Pages)
<b>Attachment</b>	II	Business Associate Agreement (4 Pages)
<b>Attachment</b>	III	Certification Regarding Lobbying (1 Page)
<b>Attachment</b>	IV	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts (1 Page)
<b>Attachment</b>	V	Vendor Certification Regarding Scrutinized Companies List (1 Page)

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## **EXHIBIT I BUSINESS ASSOCIATE AGREEMENT**

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

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

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

4. Use and Disclosure of Information for Management, Administration, and Legal Responsibilities. The Vendor is permitted to use and disclose protected health information received from the Agency for the proper management and administration of the Vendor or to carry out the legal responsibilities of the Vendor, in accordance with 45 C.F.R. 164.504(e)(4). Such disclosure is only permissible where required by law, or where the Vendor obtains reasonable assurances from the person to whom the protected health information is disclosed that: (1) the protected health information will be held confidentially, (2) the protected health information will be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and (3) the person notifies the Vendor of any instance of which it is aware in which the confidentiality of the protected health information has been breached.
5. Disclosure to Third Parties. The Vendor will not divulge, disclose, or communicate protected health information to any third party for any purpose not in conformity with this Contract without prior written approval from the Agency. The Vendor shall ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the Vendor on behalf of, the Agency agrees to the same terms, conditions, and restrictions that apply to the Vendor with respect to protected health information. The Vendor's subcontracts shall fully comply with the requirements of 45 CFR 164.314(a)(2)(iii).
6. Access to Information. The Vendor shall make protected health information available in accordance with federal and state law, including providing a right of access to persons who are the subjects of the protected health information in accordance with 45 C.F.R. 164.524.
7. Amendment and Incorporation of Amendments. The Vendor shall make protected health information available for amendment and to incorporate any amendments to the protected health information in accordance with 45 C.F.R. 164.526.
8. Accounting for Disclosures. The Vendor shall make protected health information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528. The Vendor shall document all disclosures of protected health information as needed for the Agency to respond to a request for an accounting of disclosures in accordance with 45 C.F.R. 164.528.
9. Access to Books and Records. The Vendor shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Vendor on behalf of the Agency, available to the Secretary of the Department of Health and Human Services ("HHS") or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations.
10. Reporting. The Vendor shall make a good faith effort to identify any use or disclosure of protected health information not provided for in this Contract.
  - 10a. To Agency. The Vendor will report to the Agency, within ten (10) business days of discovery, any use or disclosure of protected health information not provided for in this Contract of which the Vendor is aware. The Vendor will report to the Agency, within twenty-four (24) hours of discovery, any security incident of which the Vendor is aware. A violation of this paragraph shall be a material violation of this Contract. Such notice shall include the identification of each individual whose unsecured protected health

information has been, or is reasonably believed by the Vendor to have been, accessed, acquired, used, or disclosed during such breach.

- 10b. To Individuals. In the case of a breach of protected health information discovered by the Vendor, the Vendor shall first notify the Agency of the pertinent details of the breach and upon prior approval of the Agency shall notify each individual whose unsecured protected health information has been, or is reasonably believed by the Vendor to have been, accessed, acquired, used or disclosed as a result of such breach. Such notification shall be in writing by first-class mail to the individual (or the next of kin if the individual is deceased) at the last known address of the individual or next of kin, respectively, or, if specified as a preference by the individual, by electronic mail. Where there is insufficient, or out-of-date contract information (including a phone number, email address, or any other form of appropriate communication) that precludes written (or, if specifically requested, electronic) notification to the individual, a substitute form of notice shall be provided, including, in the case that there are 10 or more individuals for which there is insufficient or out-of-date contact information, a conspicuous posting on the Web site of the covered entity involved or notice in major print or broadcast media, including major media in the geographic areas where the individuals affected by the breach likely reside. In any case deemed by the Vendor to require urgency because of possible imminent misuse of unsecured protected health information, the Vendor may also provide information to individuals by telephone or other means, as appropriate.
- 10c. To Media. In the case of a breach of protected health information discovered by the Vendor where the unsecured protected health information of more than 500 persons is reasonably believed to have been, accessed, acquired, used, or disclosed, after prior approval by the Agency, the Vendor shall provide notice to prominent media outlets serving the State or relevant portion of the State involved.
- 10d. To Secretary of Health and Human Services (HHS). The Vendor shall cooperate with the Agency to provide notice to the Secretary of HHS of unsecured protected health information that has been acquired or disclosed in a breach.
- (i) Vendors Who Are Covered Entities. In the event of a breach by a contractor or subcontractor of the Vendor, and the Vendor is a HIPAA covered entity, the Vendor shall be considered the covered entity for purposes of notification to the Secretary of HHS pursuant to 45 CFR 164.408. The Vendor shall be responsible for filing the notification to the Secretary of HHS and will identify itself as the covered entity in the notice. If the breach was with respect to 500 or more individuals, the Vendor shall provide a copy of the notice to the Agency, along with the Vendor's breach risk assessment for review at least 15 business days prior to the date required by 45 C.F.R. 164.408 (b) for the Vendor to file the notice with the Secretary of HHS. If the breach was with respect to less than 500 individuals, the Vendor shall notify the Secretary of HHS within the notification timeframe imposed by 45 C.F.R. 164.408(c) and shall contemporaneously submit copies of said notifications to the Agency.
- 10e. Content of Notices. All notices required under this Attachment shall include the content set forth Section 13402(f), Title XIII of the American Recovery and Reinvestment Act of 2009 and 45 C.F.R. 164.404(c), except that references therein to a "covered entity" shall be read as references to the Vendor.

- 10f. Financial Responsibility. The Vendor shall be responsible for all costs related to the notices required under this Attachment.
11. Mitigation. Vendor shall mitigate, to the extent practicable, any harmful effect that is known to the Vendor of a use or disclosure of protected health information in violation of this Attachment.
12. Termination. Upon the Agency's discovery of a material breach of this Attachment, the Agency shall have the right to assess liquidated damages as specified elsewhere in the contract to which this Contract is an attachment, and/or to terminate this Contract.
- 12a. Effect of Termination. At the termination of this Contract, the Vendor shall return all protected health information that the Vendor still maintains in any form, including any copies or hybrid or merged databases made by the Vendor; or with prior written approval of the Agency, the protected health information may be destroyed by the Vendor after its use. If the protected health information is destroyed pursuant to the Agency's prior written approval, the Vendor must provide a written confirmation of such destruction to the Agency. If return or destruction of the protected health information is determined not feasible by the Agency, the Vendor agrees to protect the protected health information and treat it as strictly confidential.
- 

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

Vendor Name:

\_\_\_\_\_  
Signature

**SAMPLE**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Authorized Signer

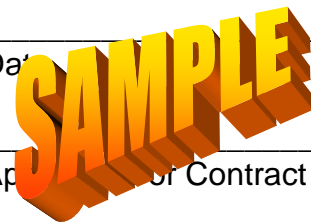
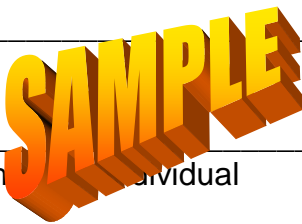
**EXHIBIT II  
CERTIFICATION REGARDING LOBBYING  
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE  
AGREEMENTS**

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

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

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

Signature _____	Date _____
Name of Authorized Individual _____	Applicant or Contract Number _____
Name and Address of Organization _____	





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

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

**INSTRUCTIONS**

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

---

**CERTIFICATION**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Authorized Signer

**SAMPLE**

**EXHIBIT IV**  
**AGENCY APPROVED MODIFICATIONS**  
**TO THE STANDARD CONTRACT**

A. Section I., Item F., Indemnification, is modified as follows:

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

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

**ATTACHMENT I  
CERTIFICATION OF DRUG-FREE WORKPLACE**

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Signer/ Title of Signer/ Company Name

## ATTACHMENT J COST PROPOSAL

**Instructions:**

1. Where indicated in Table 1, Total Contract Amount, below, the respondent shall propose a fixed total Contract amount inclusive of all services and deliverables outlined in Attachment D, Scope of Services.
2. Where indicated in Table 2, Price Per Deliverable/Service, the respondent shall propose a fixed total amount per deliverable line.

<b>TABLE 1 TOTAL CONTRACT AMOUNT</b>	
Proposed Fixed Total Contract Amount	\$ _____

<b>TABLE 2 PRICE PER DELIVERABLE/SERVICE</b>		
1.	IV and V Management Plan	\$
2.	Report on MMIS/DSS/Fiscal Agent Vendors Proposed Technical Solutions	\$
3.	Comprehensive Monthly Report	\$
4.	Solicitation Requirements Compliance and Traceability Monitoring Methodology	\$
5.	System Test Validation Report	\$
6.	User Acceptance Testing (UAT) Plan	\$
7.	UAT Protocols and Training Manual	\$
8.	UAT Results Report	\$
9.	Organization Change Management (OCM) Plan	\$
10.	OCM Delivery Schedule and Materials	\$
11.	Monthly Report: OCM Sessions and Assessment of OCM Effectiveness	\$
12.	Implementation Planning Assessment	\$
13.	Operational Readiness Recommendation	\$
14.	Lessons Learned Report	\$
15.	IV and V Closeout Report	\$

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**NOTES:**

1. The intent of this RFP is to solicit a fixed cost for the original term of the resulting Contract. The Agency **will not** agree to caveat language for proposed costs. Responses which include caveat language for proposed costs will be viewed as a conditional bid and the Agency may reject the response at its sole discretion.

---

Name of Respondent

---

Name and Title of Respondent Representative

---

Respondent Representative's Signature

---

Date

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**ATTACHMENT K  
VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Vendor's Authorized Representative Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of the Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: \_\_\_\_\_,

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

**ATTACHMENT L**  
**INFORMATION TECHNOLOGY SECURITY PLAN**



State of Florida  
**AGENCY FOR HEALTH CARE ADMINISTRATION**

<b>SUBJECT: Information Technology Security Plan</b>	
<b>POLICY/PROCEDURE NUMBER: #02-IT-01</b>	
<b>DIVISION: Information Technology</b>	<b>BUREAU: IT Strategic Planning &amp; Security</b>

**1.0 PURPOSE**

The purpose of the Agency for Health Care Administration (AHCA) Information Technology Security Plan (ITSP) is to ensure that the security of the information and communication processing resources of AHCA is sufficient to minimize the risk of loss, theft, improper use, or unauthorized destruction, disclosure or modification of those assets. The objectives of the ITSP are to:

- Establish AHCA policies regarding the security of Information Resources.
- Identify confidential information and take steps to protect such confidential information from loss, theft, improper use, or unauthorized destruction, disclosure or modification.
- Identify which information Resources are essential to the continued operation of critical governmental functions and take steps to ensure their controlled confidentiality, integrity and availability.
- Apply security controls which can be cost justified, considering the exposure to risk.
- Ensure the accuracy and integrity of data and automated processes.
- Educate employees and Information Resource Provider personnel concerning their responsibilities for maintaining the security of Information Resources.
- Adhere to requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

**2.0 SCOPE**

The policy and standards set forth in this document will apply to all Information Resources within the Agency for Health Care Administration. They will apply equally to all AHCA employees.

AHCA's ITSP also applies to Information Resource Providers in those cases where AHCA has a statutory, contractual or fiduciary duty to protect the resources while in the custody of AHCA. In the event of a conflict, the more restrictive security measures apply. A Provider's failure to comply with these policies will be viewed as breach of contract.

### **3.0 AUTHORITY**

- A) Florida Administrative Code, Rule Chapter 60DD
- B) Title 17 of the United States Code
- C) Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- D) Chapter 815 Florida Statutes (2006) Computer-Related Crimes



#### **4.0 POLICY**

It is the policy of the Agency for Health Care Administration that:

- 1) An internal Information Technology Security Plan will be established in AHCA that will be responsive and adaptable to changing environments, vulnerabilities and technologies affecting State Information Resources. Appropriate personnel will be appointed with sufficient authority to oversee and administer the Plan.
- 2) Confidential Information will be protected from unauthorized access to include that which is transferred between entities.
- 3) Information Resources that are essential to critical State functions will be protected from unauthorized access. These Information Resources will be identified and appropriate measures will be taken to safeguard them, including provisions for protection and recovery.
- 4) Access requirements for Information Resources must be documented and strictly enforced.
- 5) The integrity of all confidential Information, its source, destination and processes applied to it must be assured. Data must change only in authorized, predictable, auditable and acceptable ways.
- 6) Security needs will be considered and addressed in all phases of development and acquisition of new information processing systems. Where conflict may exist in operational roles, steps will be taken to separate functions.
- 7) Information backup and Disaster Recovery Plans required to continue critical governmental services will be developed and maintained.
- 8) Agency employees and Providers will comply with all rules and regulations governing proper utilization of Agency Information Resources.
- 9) Security awareness will be continually emphasized and reinforced. Individuals will be accountable for their actions and dealt with on an individual basis per the policies and procedures outlined in the Agency Employee Handbook when breaches are discovered.
- 10) Procedures for recording and responding to security breaches will be maintained by the AHCA Computer Incident Response Team (CSIRT).

## 5.0 DEFINITIONS

**Intellectual Property** - A broad category of intangible materials that are legally recognized as proprietary to an organization. In the computer field, hardware circuits, software and text are copyrightable. Depending on the situation, the algorithms used within hardware circuits and software may also be patentable, and most brand names can be trademarked. However, IP covers more than just copyrights, trademarks and patents; for example, customer databases, mailing lists, trade secrets and other business information are also included.

**Information Resources** – Information Resources can be divided into two groups:

Information Physical Resources: such as servers, communications equipment, PCs, laptops, Blackberry pagers, Personal Digital Assistants (PDAs), etc.; and

Information Data Resources: such as information stored on these devices such as databases, data files, electronic documents, etc.; and Operating Systems, Utilities, Applications, etc.

**Confidential Information** – Information that is legally protected, or Protected/Patient Health Information (PHI) as defined by HIPAA, or any other information as deemed confidential by the Agency.

**Confidential Software** – Operating Systems, Utilities, Applications or similar software where by their very nature can be used to access confidential Information or could be copied and used in violation of copyright agreements.

**Critical Information Resources**— the resources determined by agency management to be essential to the agency’s critical mission and functions, the loss of which would have an unacceptable impact.

**Information Resource Provider** – Examples are: outsourced vendors and political subdivisions of the State or agencies of the Federal government,

## **6.0 RESPONSIBILITIES**

- 1) **Secretary, AHCA-** The Secretary, AHCA is responsible for designating AHCA's Information Security Manager, in writing. The Information Technology Security Plan (ITSP) is issued under the Secretary's signature.
  
- 2) **Information Security Manager (ISM)-** The ISM is responsible for overall development, implementation, administration, and coordination of the ITSP. The ISM will report via the AHCA Chief Information Officer (CIO), via the next level of AHCA management (Division Director), to the Secretary, AHCA. The ISM has the responsibility for:
  - a) Assisting in determination of control requirements for all application systems;
  - b) Determining the level of security classification appropriate for Information Resources;
  - c) Ensuring procedures are in place to revoke access authorizations due to:
    - i. personnel changes,
    - ii. changes in job duties (access no longer required), and/or
    - iii. a breach in security.
  - d) Ensuring procedures are in place requiring all positions in AHCA to have signed the required Statement acknowledging their understanding of the ITSP;
  - e) Acting as a contact point for distribution and management of security policies, procedures, and training;
  - f) Conducting periodic risk analysis of threats to Confidential Information and Information Resources;
  - g) Identifying safeguards and inform personnel of measures to eliminate, reduce or recover from threats;
  - h) Developing and maintaining a disaster recovery or contingency plan;
  - i) Ensuring AHCA personnel are provided opportunities for security awareness training;
  - j) Monitoring development/changes in governing directives and informing management of actions necessary to maintain AHCA operations consistent with those directives;
  - k) Appointing appropriate personnel, with approval of the Secretary, AHCA, to serve as members of the Information Security Work Group; and
  - l) Maintaining adequate documentation on all of the above responsibilities.
  - m) Developing AHCA information security standards, directives, procedures, and controls through regular reviews and when necessary, updates of the ITSP with the Chief Information Officer's approval.
  
- 3) **Information Security Work Group (ISWG)-** The ISM will appoint personnel to the Information Security Work Group. The ISM will have discretion to further augment this "advisory" work group, which will minimally include the Data Security Administrators and IT Data Processing Managers. The work group is responsible for:
  - a) Ensuring that AHCA's Information Resources are identified, that all Information Resources are assigned ownership, and that the duties of Owners are prescribed;
  - b) Reporting to management periodically on AHCA security posture and progress, including problem areas with recommended corrective action.
  - c) Completing the Division's Procedures that document compliance with the Standards and Directives contained herein.

**ATTACHMENT L**  
**INFORMATION TECHNOLOGY SECURITY PLAN**

- 4) **Data Security Administrator (DSA)**- A full-time employee located in each Division office will be appointed by their respective Division Director as the Data Security Administrator for the Division. Data Security Administrators are responsible for:
  - a) Managing the development, implementation and testing of security controls: directing efforts for including security safeguards in the development of their respective systems;
  - b) Overseeing procedures for password control and for secure distribution of encryption keys (if applicable) to their respective system;
  - c) Investigating breaches in security with the assistance of appropriate security, auditing and legal staff;
  - d) Fulfilling the responsibilities assigned as members of the Information Security work group.
  
- 5) **Information Resource Owner (Owner)**- The Information Resources Owner is the designated Senior Management individual who is responsible for carrying out the program that uses the Information Resource(s). The Owner is responsible for:
  - a) Judging the value of the information and classifying it;
  - b) Ensuring that a Data Security Administrator is assigned to each major system and that the duties of the function are defined;
  - c) Assigning an Information Resource Approver for each Information Resource;
  - d) Specifying procedures and conveying them to the Approvers and Users of the information;
  - e) Ensuring that valid User lists are current and auditable; and
  - f) Ensuring compliance with the applicable controls.
  
- 6) **Information Resource Approver (Approver)**- The Information Resource Approver is the individual assigned responsibility for:
  - a) Providing physical and procedural safeguards for the information;
  - b) Implementing procedures specified by the Owners of the information;
  - c) Administering access to the information;
  - d) Assisting the Owners in evaluating the cost-effectiveness of the controls; and
  - e) Making provisions for timely detection, reporting and analysis of unauthorized attempts to gain access to Information Resources.
  
- 7) **Information Resource User (User)**- The User (i.e. employees of the Agency) has the responsibility for:
  - a) Using the information only for the purpose intended by the Owner;
  - b) Complying with all controls established by the Owner and Approver;
  - c) Protecting confidential Information against unauthorized disclosure; and
  - d) Notifying Owners and Approvers of possible security breaches.
  
- 8) **User's Supervisor**- The User's supervisor has the responsibility for:
  - a) Ensuring all personnel are thoroughly trained/informed of the requisite security requirements, their individual security responsibilities and the consequences of non-compliance with those requirements and responsibilities; and
  - b) Supporting AHCA in the monitoring and enforcement of the ITSP. Security breaches or suspicion of such occurrences should be immediately reported to the Information Security Manager.

- 9) **Information Resource Provider (Provider)**- The Information Resource Provider has the responsibility for:
- a) Complying with provisions of the ITSP as it applies to the Provider's information and/or system;
  - b) Informing AHCA ISM of any conflicts between the Providers' security requirements and AHCA's security requirements. Conflicts will be addressed in a timely manner. The more stringent security requirements will be preferred in most cases, and will always be preferred in cases where those requirements are dictated by legal rules and regulations which are superior to State or AHCA policy and standards;
  - c) Ensuring all personnel employed by the Provider are thoroughly informed of AHCA's security requirements; and
  - d) Supporting AHCA in the monitoring and enforcement of the ITSP within the Provider's area of responsibility. Security breaches or suspicion of such occurrences should be immediately reported to the Information Security Manager.
- 10) **Unsupported Information Resources** - The Senior Manager responsible for Information Resources that have been acquired without formal approval of the Division of Information Technology (IT) has the responsibility for:
- a) Complying with provisions of the ITSP as it applies to the Information Resource;
  - b) Informing the ISM of any conflicts between the Information Resource's security requirements and AHCA's security requirements. Conflicts will be addressed in a timely manner. The more stringent security requirements will be preferred in most cases, and will always be preferred in cases where those requirements are dictated by legal rules and regulations which are superior to State or AHCA policy and standards; and
  - c) Supporting the ISM in the monitoring and enforcement of the ITSP within the Division's area of responsibility. Security breaches or suspicion of such occurrences should be immediately reported to the ISM.

**7.0 STANDARDS - Unless otherwise explicitly stated, each Division Director is responsible for ensuring that written procedures are developed and kept current for his or her area of responsibility to comply with all stated Directives throughout the ITSP.**

**AREA 1: General Applicability - Scope of Authority and Exceptions**

**STANDARD 1.1: Information Technology Security Plan**

AHCA will document and maintain an up-to-date internal Information Technology Security Plan (ITSP). This plan will include internal policies and procedures for the protection of Information Resources, be an instrument implementing State information policies and standards, be applicable to all elements of AHCA and be signed by the Secretary, AHCA.

**Directive 1.1.1**

The ISM will be responsible for maintaining the ITSP and ensure compliance with HIPAA consistent with the recommendations of the General Counsel's Office.

**Directive 1.1.2**

Changes to security procedures must be recorded by the ISM. No change may become effective until the ISM has received the information.

**Directive 1.1.3**

The ISM will conduct regular Risk Analysis Assessments.

**Directive 1.1.4**

Division Directors having responsibility for Unsupported Information Resources have the responsibility to comply with the ITSP in full and document its compliance to the ISM.

**STANDARD 1.2: Information Security Manager**

The Secretary, AHCA will appoint in writing an ISM to administer AHCA's ITSP and will prescribe the duties and responsibilities of the function.

**Directive 1.2.1**

The AHCA CIO will recommend a qualified individual as the ISM to the Secretary, AHCA.

**STANDARD 1.3: Identification of Information Resource Owners, Approvers and Users**

Owners, Approvers and Users of Information Resources will be identified, documented and their responsibilities defined. All Information Resources shall be assigned an Owner. In cases where Information Resources are aggregated for purposes of ownership, the aggregation shall be at a level which assures individual accountability.

**Directive 1.3.1**

Owners and their responsibilities will be identified by the Division Director within the area of AHCA that is responsible for the collection or existence of the information.

**Directive 1.3.2**

Approvers will be designated by the Owners of the information and their responsibilities identified.

**Directive 1.3.3**

Users and their scope of use will be identified as appropriate by the Owners of information.

**Directive 1.3.4**

The ISM will maintain a current inventory of all Information Resources, their Owners and Approvers.

## **AREA 2: Software Ownership and Access to Software and Data**

### **STANDARD 2.1: Access to Confidential Information**

Confidential Information will be accessible only to personnel who are authorized by the Owner on the basis of strict "need to know" in the performance of their duties. Data containing any Confidential Information will be readily identifiable and treated as Confidential in its entirety.

#### **Directive 2.1.1**

Confidential data resources shall be labeled by its Owner and inventoried by the ISM.

#### **Directive 2.1.2**

Permission for access to Confidential Information will be granted only with the approval of the Owner of such information.

#### **Directive 2.1.3**

Owners of Confidential Information will develop a stricter standard of criteria for access to that information than for public access information.

#### **Directive 2.1.4**

The Owners of Confidential Information will ensure that access to systems containing such information is controlled. In addition, the Owners will ensure that access to such information via manual documentation, faxes, e-mails, voice mails, etc. is restricted to authorized users.

#### **Directive 2.1.5**

The ISM is responsible to ensure all retired Information Resources are disposed of properly to ensure the adequate destruction of Confidential Information.

### **STANDARD 2.2: Use of State Information Resources**

All Information Resources will be used only to conduct State business in accordance with Agency Policy. Access will be limited to those individuals authorized to view, process or maintain particular Information Resources.

#### **Directive 2.2.1**

Information Resources may be utilized solely in the execution of State business.

#### **Directive 2.2.2**

Users of Information Resources shall be responsible for the security of those resources under their control.

#### **Directive 2.2.3**

The Owner will determine the criteria for authorized access to any Information Resources under control of AHCA. The Owner will maintain an updated list of Approvers and provide such list to the ISM upon request.

#### **Directive 2.2.4**

The Owner will ensure that access criteria to an Information Resource will be communicated to the Approver in a manner and form conducive to the objective of the request. The Approver will keep and maintain an updated list of Users.

#### **Directive 2.2.5**

Information Resources shall be made available to Users based on their need to use the resources to accomplish tasks assigned to their position, or contract, with AHCA.

#### **Directive 2.2.6**

Only software, which has been procured, developed, or licensed by AHCA, shall be installed or used on any AHCA computer. Exceptions to this Directive must be approved in writing by the CIO.

**Directive 2.2.7**

The ISM will maintain a complete, comprehensive, and updated list of all AHCA Information Data Resources, their Owners and authorized Approvers, Users, and Providers where appropriate.

**Directive 2.2.8**

Peer-to-peer file sharing services waste large amounts of state resources and open Agency information resources to malware. The primary use for these services is illegal sharing of licensed materials. Unless a peer-to-peer file sharing service is shown to have a legitimate government purpose, it will not be utilized on the AHCA network.

**STANDARD 2.3: Handling Confidential Information**

An auditable, continuous chain of custody will record the transfer and confidentiality of Confidential Information. When AHCA sends or receives Confidential Information to and/or from a Provider in connection with the transaction of official business, AHCA and the Provider will maintain the confidentiality of the information in accordance with the conditions imposed by the providing party and the terms of this Policy and relevant HIPAA requirements.

**Directive 2.3.1**

Each Division will develop procedures to document the transfer of Confidential Information.

**Directive 2.3.2**

AHCA will maintain the confidentiality level of Confidential Information transferred by another entity or as required by law.

**Directive 2.3.3**

Where applicable, AHCA will maintain a mechanism for obtaining consent for the use and disclosure of health information.

**STANDARD 2.4: Ownership and Control of Software**

All computer software developed by State employees or contract personnel on behalf of the State, or purchased for the use of the State, is State property and will be protected as such, unless the contract under which the software is developed specifically provides otherwise. Controls will ensure that no one can access software or system control information unless they have been authorized to do so.

**Directive 2.4.1**

Each Division will ensure that all software licenses and all AHCA purchased or internally developed software are inventoried.

**Directive 2.4.2**

Applications developed by Agency staff or under contract with the Agency may bear a copyright notification reserving rights to AHCA.

**Directive 2.4.3**

Each Division shall support and uphold the legitimate proprietary interests of Intellectual Property holders.

**Directive 2.4.4**

Installation of any software will be under the approval of the AHCA CIO.



**Directive 2.4.5**

All installed software and systems control information (e.g. network address tables, user-id and password files, etc.) will have restricted access where applicable.

**AREA 3: Physical Security and Access to Data Processing Facilities**

**STANDARD 3.1: Computer Resource Center.**

AHCA's Computer Resource Center (CRC) shall be housed in a secure area, protected by a defined security perimeter, with appropriate security barriers and entry controls.

**Directive 3.1.1**

The ISM will ensure that physical access to the CRC will be controlled.

**Directive 3.1.2**

The ISM will ensure that access by visitors to the CRC shall be recorded and supervised.

**Directive 3.1.3**

The ISM will regularly review and update access rights to the CRC.

**Directive 3.1.4**

The CIO will approve access rights to the CRC.

**STANDARD 3.2: Other Information Processing Facilities.**

Communication switches and network components outside the central computer room shall receive the level of physical protection necessary to prevent unauthorized access.

**Directive 3.2.1**

The ISM will document which Information Resource facilities are covered by this Standard and communicate that to AHCA management. The ISM will designate one or more persons responsible for the security of each facility.

**Directive 3.2.2**

The Division with administrative control (i.e. primary physical access) over wiring closets, communications and server rooms, will ensure that they are properly secured to protect the Information Resources and to not allow unauthorized access to Confidential Information.

**STANDARD 3.3: Environmental Controls.**

Proper controls over temperature, humidity, air movement, cleanliness, and power shall be maintained within vendor specifications to avoid computer downtime and malfunctions. The division with administrative control shall designate and train employees to monitor environmental control procedures, equipment and response procedures in case of emergencies or equipment problems.

**Directive 3.3.1**

Environmental control requirements will be considered during the design and planning phase in acquisition of new facilities and systems.

**STANDARD 3.4: Power Supplies.**

Equipment shall be reasonably protected from power failures and other electrical anomalies. A suitable electrical supply shall be provided which:

- a) may include an uninterruptible power supply (UPS) for equipment supporting critical business operation to support orderly shut down or continuous running. Equipment shall be regularly checked to ensure it has adequate capacity and tested in accordance with the manufacturer's recommendations;
- b) may include a back-up generator;
- c) may include multiple feeds to avoid a single point of failure in the power supply; and/or
- d) may include surge protection devices.

**Directive 3.4.1**

The ISM will document which Information Resource facilities or specified equipment within each facility are covered by this Standard.

**STANDARD 3.5: Cabling Security.**

Power and telecommunications cabling carrying information or supporting information services shall be protected from interception or damage.

**Directive 3.5.1**

The ISM will document what existing power and/or cabling is covered by this Standard and communicate that to AHCA management for appropriate protective action.

**STANDARD 3.6: Security of Equipment**

Regardless of ownership, the use of any equipment (inside or outside the Agency's premises) for information processing of state business requires approval of AHCA management. The security provided off-site equipment should be equivalent to that for on-site equipment used for the same purpose, taking into account the risks of accessing AHCA data while working outside the Agency's premises. Information processing equipment may include, but is not limited to, all forms of personal computers, personal digital assistants, mobile telephones, or similar devices, which are held for home working or are being transported away from the normal work location.

**Directive 3.6.1**

Each Division will ensure that any vendor providing outsourced services to that Division will adhere to the ITSP policies as a minimum standard.

**Directive 3.6.2**

Each Division will document the appropriate security procedures for all IT approved devices. AHCA management will ensure that their employees strictly adhere to the approved device list and related security procedures. In the case that AHCA management approves the purchase of any devices not approved by IT, is their responsibility to ensure that those devices provide the equivalent security of on-site equipment.

**AREA 4: Logical and Data Access Controls**

**STANDARD 4.1: Personal Identification, Authentication and Access**

Except for public users of Information Resources where such access is authorized or for situations where risk analysis demonstrates no need of individual accountability of users, each User of a multiple-user Information Resource will be assigned a unique personal identifier or User identification. User identification will be authenticated before access is granted.

**Directive 4.1.1 (Unique identification)**

The Owner will ensure that unique identification will be assigned to Users, Programs, or Processes (e.g. entry of Confidential Information into a computer program) of Information Resources.

**Directive 4.1.2 (Authorization)**

User, Program, or Process identification shall be granted in writing by the appropriate supervisory level for the purpose of Information Resource access.

**Directive 4.1.3 (Authentication)**

The actual access to information shall require User, Program, or Process identification authentication.

**STANDARD 4.2: Access Cancellation/Removal**

A User's access authorization will be removed when the User's employment is terminated or the User transfers to a position where access to the Information Resources is no longer required.

**Directive 4.2.1**

The User's supervisor will notify the Division of Information Technology by using the Network Access Form to ensure that Information Resource privileges will be immediately revoked when a User's relationship is terminated or when it is determined that a User no longer requires access.

**STANDARD 4.3: Password Conformance**

Systems which use passwords will conform to the standard developed by the ISM.

**Directive 4.3.1**

The Owner will ensure that all systems that access Confidential Information will require a password.

**Directive 4.3.2**

The Owner will ensure that Passwords will conform to the ITSP standard to be developed by the ISM.

**Directive 4.3.3**

Users are responsible for protecting unauthorized access to Confidential Information through the use of their PC by the proper application of network and system sign-on passwords, locking their PCs through the use of the network Lock Workstation function, the use of screen saver passwords.

**STANDARD 4.4: Data Integrity**

Controls will be established to ensure the accuracy and completeness of information. Information Resource Owners will ensure that information comes from the appropriate source for the intended use.

**Directive 4.4.1**

Appropriate programming logic checks assessing information accuracy and completeness will be determined by the Information Resource Owners.

**Directive 4.4.2**

Review processes will be established by the Owners in their respective Division's Information Technology Security Plan to safeguard the accuracy of the information.

**Directive 4.4.3**

Owners and Approvers will ensure that the information comes from the appropriate source and has not been altered or destroyed in an unauthorized manner.

**Directive 4.4.4**

Information Technology will ensure that Information Resources under its control will be protected from corruption and loss due to computer viruses. Division Directors will take responsibility for any Information Resources not under IT's control.

**Directive 4.4.5**

Information resource owners will ensure that appropriate safeguards will be employed to protect data while transmitted or stored electronically.

**STANDARD 4.5: Separation of Functions**

Owners will identify tasks which are susceptible to fraud or other unauthorized activities and develop procedures for these tasks that ensure adequate separation of functions and supervisory review to mitigate the risk of inappropriate activity.

**Directive 4.5.1**

The tasks which are susceptible to fraud or other unauthorized activities will be determined by the Owner and procedures that ensure adequate separation will be developed.

**STANDARD 4.6: Testing Controls and Program Maintenance**

The test functions will be kept either physically or logically separate from the production functions.

**Directive 4.6.1**

Processes to migrate application software and data from test environments to production environments will be established through a Change Control Process.

**Directive 4.6.2**

Processes to implement new operating systems software and new third-party software will be established through a Change Control Process.

**Directive 4.6.3**

Where appropriate (i.e. where the installation or migration could potentially impact production systems) processes to implement new hardware will be established through a Change Control Process.

## **AREA 5: Network Security**

### **STANDARD 5.1: Resource Sensitivity**

Network resources participating in the transmission of Confidential Information will have the necessary security features installed to ensure the protection of that information. Controls will be implemented commensurate with the appropriate risk.

#### **Directive 5.1.1**

Information Technology shall be responsible for the security of the network resources which they control and request periodic review of compliance with the ITSP of network resources under the control of outside entities (e.g. Department of Management Services, Providers, etc.).

#### **Directive 5.1.2**

The network will contain automated alarms, where appropriate, that will sense and report on abnormal conditions.

### **STANDARD 5.2: Encryption Requirement**

While in transit, Confidential Information or information which in and of itself is sufficient to authorize disbursement of state funds will be encrypted if the complete network is not under positive state control, or if any portion of the network is accessible to personnel who have not been authorized access to the information.

#### **Directive 5.2.1**

Owners, with approval of the Secretary, AHCA can authorize acceptance of the risks of not encrypting the information based on evaluation of the costs of encryption against exposures to all relevant risks.

#### **Directive 5.2.2**

Owners shall conduct risk analysis to determine encryption requirements for information in transit.

#### **Directive 5.2.3**

IT will ensure that the most appropriate encryption standard will be utilized taking into consideration the network infrastructure, applications, and information to be encrypted.

#### **Directive 5.2.4**

Outgoing AHCA exchange e-mail will be scanned for possible confidential information, automatic encryption should take place on such e-mail.

### **STANDARD 5.3: Network Access**

For services other than those authorized for the public, Users of AHCA network services will have their identity authenticated (e.g. by userid and password) to the systems being accessed.

#### **Directive 5.3.1**

Remote dial-up, wireless, and VPN access will be subject to established personal identification and password authentication controls.

#### **Directive 5.3.2**

Controls will be installed, where appropriate, to control and monitor access to the network by dial-up, wireless, and VPN devices.

## **AREA 6: Backup and Business Recovery**

### **STANDARD 6.1: Backing up of Data**

Data and software essential to the continued operation of critical AHCA functions will be backed up. The security controls over the backup resources will be at least as stringent as the protection required of the primary resources.

#### **Directive 6.1.1**

Adequate system and information backups will be performed on a regular basis and stored in one or more secured, off-site area(s). If AHCA elects to contract with a Provider to house the data backups, the Provider's security procedures will need to be at least as stringent as the relevant Directives contained within the ITSP.

#### **Directive 6.1.2**

Backup logs and restore testing will be performed to insure archival integrity.

#### **Directive 6.1.3**

The IT Database Administrator will ensure that appropriate database archiving facilities allow adequate backup of all production database information.

#### **Directive 6.1.4**

Each user is responsible for backing up the data that is essential to critical State functions which is not stored on a central AHCA server (including, but not limited to, data stored on the user's PC, thumb drive, diskettes, CD's, or any other digital storage medium). It is each user's responsibility to ensure the security of such backup data by protecting it commensurate with its business value to AHCA in fulfilling the agency's duties and responsibilities.

#### **Directive 6.1.5**

Other Information Resources not maintained by IT and containing Confidential Information will be backed up by the responsible division on a documented regular schedule and stored in a secure, off-site area.

#### **Directive 6.1.6**

Retention schedules shall be established for all backups maintained by the Agency.

### **STANDARD 6.2: Disaster Recovery and Business Continuity Planning**

All Information Resource Owners', Approvers' and Users' functions identified as critical to the continuity of governmental operations will have written and cost effective contingency plans to provide for the prompt and effective continuation of critical State missions in the event of a disaster. These plans will be developed by the Division of Information Technology and the Bureau of Support Services.

#### **Directive 6.2.1**

An Information Technology Disaster Recovery Plan (ITDRP) will be developed and maintained by the Division of Information Technology for those Information resources under its positive control in coordination with each respective division.

#### **Directive 6.2.2**

Information resources not under the Division of Information Technology's direct control will be the responsibility of the respective division to ensure appropriate ITDRP and Continuity of Operations Plans (COOP) are developed, maintained and periodically tested.

#### **Directive 6.2.3**

A Continuity of Operations Plan (COOP) will be developed and maintained by the Bureau of Support Services.

#### **Directive 6.2.4**

Scheduled testing of the ITDRP and COOP will be controlled by the appropriate plan administrators.

**AREA 7: Personnel Issues, Security Awareness and Training**

**STANDARD 7.1: General Employee Requirements**

Every employee will be held responsible for Information Resource security to the degree that his or her job requires the use of Information Resources. Fulfillment of security responsibilities is mandatory. The AHCA is authorized to and will enforce compliance with security responsibilities through disciplinary actions, up to and including dismissal, civil penalties or criminal penalties.

**Directive 7.1.1**

Each employee is responsible for the Information Resource under his/her control.

**Directive 7.1.2**

Each employee has a duty to secure Information Resources.

**Directive 7.1.3**

AHCA will discipline, and/or refer to appropriate agencies for prosecution, employees who violate security policies, standards and directives.

**STANDARD 7.2: Security Awareness**

The AHCA will provide an ongoing awareness program in information security and in the protection of Information Resources for all personnel whose duties bring them into contact with Confidential Information. Security awareness for personnel will be ongoing. Security awareness will not be limited to formal training sessions, but will include ongoing briefings and continual reinforcement of the value of security consciousness.

**Directive 7.2.1**

Ongoing security awareness will be provided to all AHCA personnel by the respective Division's Data Security Administrator with assistance from the ISM.

**Directive 7.2.2**

Each Division of AHCA will be responsible for providing training or security awareness notification of appropriate procedures for handling Confidential Information specific to each unit. Records of training will be maintained by the Division.

**Directive 7.2.3**

The Information Resource Owner will ensure that non-AHCA personnel (i.e. Providers, etc.) also receive appropriate training.

**AREA 8: Audits, Incident Reporting, and Response**

**STANDARD 8.1: Systems Acquisition**

Appropriate information security and audit controls will be incorporated into new and existing systems that contain Confidential Information.

**Directive 8.1.1**

Owners of new Information Resources will determine if the resource is public or confidential and the ISM will implement appropriate measures.

**Directive 8.1.2**

All proposed purchases of hardware, network, software, and database components; and all developed software must be capable of conforming to all security-related standards.

**Directive 8.1.3**

Security components will be included in User training for newly developed or acquired Information Resources.

**STANDARD 8.2: Audit of the Security Function**

Audits and Assessments of the AHCA information security function will be performed on a periodic basis, when there are major system changes, or as directed by the Secretary, AHCA.

**Directive 8.2.1**

Periodic reviews and audits of system access to Confidential Information will be conducted by the ISM.

**Directive 8.2.2**

The Inspector General will perform required internal audits of AHCA information security function and systems.

**STANDARD 8.3: Transaction History**

The Division of Information Technology will maintain the ability to track access to Confidential Information

**Directive 8.3.1**

Access to Confidential Information shall be monitored.

**Directive 8.3.2**

Auditing capabilities will be implemented for the purpose of identifying attempted unauthorized access to the Information Resources.

**STANDARD 8.4: Incident Reporting**

Any actual or suspected security incidents and breaches or violations will be promptly investigated and reported to the appropriate authorities.

**Directive 8.4.1**

Any individual who becomes aware of a breach or suspected breach of security shall immediately report it to their supervisor and the ISM. Procedures for recording and responding to security breaches will be maintained by the AHCA Computer Incident Response Team (CSIRT).