



RICK SCOTT  
GOVERNOR

*Better Health Care for all Floridians*

ELIZABETH DUDEK  
SECRETARY

February 5, 2014

Prospective Vendor(s):

Subject: Solicitation Number: AHCA ITN 008-13/14

Title: (Re-Issue) Medicaid Program Integrity Advanced Data Analytics

This solicitation is being **re-issued** by the State of Florida, Agency for Health Care Administration, hereinafter referred to as “**AHCA**” or “**Agency**”, to select a vendor to develop and maintain an Advanced Data Analytics System (System) that will identify emerging patterns of abuse and fraud in the Florida Medicaid program. The solicitation package consists of this transmittal letter and the following attachments:

- Attachment A** - PUR 1001, State of Florida General Instructions to Respondents
- Attachment B** - PUR 1000, State of Florida General Contract Conditions
- Attachment C** - Special Conditions
- Attachment D** - Scope of Services
- Attachment E** - Evaluation Criteria
- Attachment E-1** - Standard Submission Requirements and Evaluation Criteria
- Attachment F** - Past Performance – Client Reference Form
- Attachment G** - Required Certifications
- Attachment H** - Standard Contract
- Attachment I** - Certification of Drug-Free Workplace Form
- Attachment J** - Cost Proposal
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- Attachment K** - Required Statements
- Attachment L** - Vendor Certification Regarding Scrutinized Companies Lists
- Attachment M** - Information Technology Security Plan
- Attachment N** - AHCA ITN 004-13/14 – Questions and Answers

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 ITN.

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

Sincerely,

*Marianne Yancey*

Marianne Yancey  
OMC Manager  
Procurement Office

## ATTACHMENT A

### State of Florida PUR 1001

#### General Instructions to Respondents

##### Contents

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**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**

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**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 ITN 008-13/14
- C.2 Solicitation Type:** Invitation to Negotiate (ITN)
- C.3 Solicitation Title:** (Re-Issue) Medicaid Program Integrity Advanced Data Analytics
- C.4 Date of Issuance:** February 5, 2014
- C.5 Issuing Officer:** Marianne Yancey, OMC Manager  
Agency for Health Care Administration  
Building 2, Suite 203, Mail Stop 15  
2727 Mahan Drive  
Tallahassee, FL 32308-5403  
Fax #: 850-488-0317  
Email: [procurementadminist@ahca.myflorida.com](mailto:procurementadminist@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 5, 2014	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	February 13, 2014	2727 Mahan Drive, MS# 15 Tallahassee, FL 32308-5403
Anticipated date for Agency Responses to Written Inquiries	February 25, 2014	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	March 11, 2014 @ 2:00 PM	Address Provided in C.5 above
Public Opening of Responses	March 11, 2014 @ 2:00 PM	2727 Mahan Drive, Building 2 Operations Conference Room, 2 <sup>nd</sup> Floor, Room 200 Tallahassee, FL 32308-5403
Anticipated Dates for Negotiations	March 24, 2014 through March 28, 2014	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	April 1, 2014	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 ITN, 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 ITN 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 ITN 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 ITN or persons acting on their behalf may not contact, between the release of the ITN 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 ITN, except in writing to the Issuing Officer or as provided in the ITN 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 ITN 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 ITN 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 ITN will be issued and posted to the Vendor Bid System.

**Attachment N**, AHCA ITN 004-13/14, Questions and Answers, are hereby included as part of this ITN to assist prospective vendors with their response.

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

If the Agency finds it necessary to supplement, modify, or interpret any portion of the ITN package during the solicitation period, a written addendum will be posted on the VBS as addenda to this ITN. **It is the prospective vendor’s responsibility to check VBS periodically for any information or updates to this ITN. 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 the 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 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 ITN 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 ITN 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 ITN.
- 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 ITN.
- 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 ITN; and the prospective vendor has included information in its response to the ITN 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 seven (7) years.
  - All state or federal contracts of the vendor and its subsidiaries and affiliates that have been terminated within the past seven (7) 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) WILL RESULT IN THE REJECTION OF THE 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 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 **\$300,000.00**; 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 ITN.

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 ITN 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 ITN 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 ITN, 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 ITN. The Agency, at its sole discretion, shall make this determination.

**C.19 Term of Contract:**

The anticipated term of the resulting Contract is one (1) year. The Agency anticipates full implementation to be completed within four (4) months of execution of the resulting Contract. 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(14), Florida Statutes, the Contract resulting from this ITN 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 ITN 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 ITN. 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 ITN 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 annual 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. Thereafter, the bond shall be furnished on an annual basis, thirty (30) calendar days prior to the new contract year and be in the amount of ten percent (10%) of the current annual contract amount. 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 ITN 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 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 ITN 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 ITN, 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 ITN 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 ITN is funded in part by federal funds that exceed the \$25,000.00 requirement, the successful vendor shall be required to sign a Certificate 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 ITN 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 ITN 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 ITN.

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 ITN 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 ITN 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 ITN 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 ITN 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 ITN 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 ITN.

**C.34 Scrutinized Companies List:**

The respondent shall complete **Attachment L**, 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 (F.S.). Pursuant to section 287.135(5), F.S., 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) WILL RESULT IN THE REJECTION OF THE RESPONSE. FAILURE TO SUBMIT ATTACHMENT L, VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST, SIGNED BY AN AUTHORIZED OFFICIAL, WILL RESULT IN THE REJECTION OF THE RESPONSE. ATTACHMENT L IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT: <http://ahca.myflorida.com/Procurements/index.shtml>.**

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

**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.

**MyFloridaMarketPlace Transaction Fee**

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23),



Florida Statutes (2002), all payments for commodities and/or contractual services as defined in Section 287.012, Florida Statutes, shall be assessed a Transaction Fee of one percent (1.0%), which the Vendor shall pay to the State, unless exempt under Rule 60A-1.032, Florida Administrative Code. Notwithstanding the provisions of Rule 60A-1.030, et seq., the assessment of a transaction fee shall be contingent upon Federal approval of the transaction fee assessment program and continued payment of applicable federal matching funds.

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

The Vendor shall receive a credit for any Transaction Fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor'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 Vendor in default and recovering reprourement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

**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 employees not otherwise protected.

The successful 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 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 ITN. **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, and the intent of Section 287.045, Florida Statutes. 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 of the 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 ITN. This special instruction takes precedence over **Attachment A**, General Instruction #3.

The instructions for this ITN 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 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 ITN. 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 ITN shall constitute a waiver of any copyright protection which might otherwise apply to the production, disclosure, inspection and copying of such documentation.

The respondent to the ITN 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 ITN 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, 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.)**

In the space provided on **Attachment F**, the respondent must list all names under which it has operated during the last five (5) years. Also, in the spaces provided on **Attachment F**, the respondent (not intended subcontractors) must provide the information indicated for three (3) separate and verifiable, Non-Agency, clients. The clients listed must be for work similar in nature to that specified in this ITN. 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 on **Attachment F**.

Clients that are listed as subcontractors in the respondent's proposal will not be accepted as Past Performance references under this ITN. 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 ITN.

In the event that respondents submit a response as a joint venture or legal partnership, at least one (1) past performance client must be listed for each member of the joint venture or legal partnership. However, the total minimum number of clients to be listed remains three (3).

The Agency will review its records to identify all contracts that the respondent has undertaken with the Agency as the prime vendor since **February 5, 2009**. In the event the respondent has performed work as a prime vendor for the Agency within the timeframe specified above, the Agency will attempt to contact one (1) Agency reference and two (2) non-Agency references from those provided by the respondent to complete the Evaluation Questionnaire for Past Performance.

In the event that the respondent has not performed work as a prime vendor for the Agency within the timeframe specified above, the Agency will attempt to contact the three (3) client references provided by the respondent to complete the Evaluation Questionnaire for Past Performance. The total number of clients contacted (Agency and Non-Agency) to complete an Evaluation Questionnaire for Past Performance for any response will be three (3).

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

Additionally, 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(24), Florida Statutes.

**THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) WILL RESULT IN THE REJECTION OF THE RESPONSE. FAILURE TO SUBMIT PAGE ONE (1) OF ATTACHMENT F AND THREE (3) SEPARATE, NON-AGENCY CLIENT REFERENCES AS REQUIRED WILL RESULT IN THE REJECTION OF THE RESPONSE. ATTACHMENT F IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT: <http://ahca.myflorida.com/Procurements/index.shtml>.**

### **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 REJECTION OF THE RESPONSE.**

**D. Cost Proposal (Must be submitted on pages provided as Attachment J, Attachment J-1 and Attachment J-2)**

The respondent shall submit one (1) original Cost Proposal (**Attachment J**) and Detailed Budgets (**Attachments J-1 and J-2**) with its original response. **Attachments J, J-1 and J-2** shall be labeled and tabbed separately. Although the project is funded only for the 2013-2014 fiscal year, the Agency will seek funding authorization for subsequent years and, if appropriated, will base negotiations for those years on the contractor's projected budgets and available funding.

**THE INTENT OF THIS ITN IS TO SOLICIT: A FIRM FIXED PRICE FOR COMPLETION OF DELIVERABLES FOR SYSTEM IMPLEMENTATION AND YEAR ONE SYSTEM SUPPORT, AND FOR FIXED ANNUAL SYSTEM SUPPORT FEES FOR ANY RENEWAL PERIOD(S). THE AGENCY WILL NOT AGREE TO CAVEAT LANGUAGE FOR PRICING WITHIN ATTACHMENTS J THROUGH J-2. RESPONSES WHICH INCLUDE CAVEAT LANGUAGE FOR PRICING WILL BE VIEWED AS A CONDITIONAL RESPONSE AND THE AGENCY MAY REJECT THE RESPONSE AT ITS SOLE DISCRETION.**

**THE FORMS MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO ATTACHMENTS J THROUGH J-2 WILL RESULT IN THE REJECTION OF THE RESPONSE. FAILURE TO SUBMIT ATTACHMENTS J THROUGH J-2 WILL RESULT IN THE REJECTION OF THE RESPONSE. ATTACHMENTS J THROUGH J-2 ARE AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT: <http://ahca.myflorida.com/Procurements/index.shtml>.**

**E. Technical Response**

**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.

**SEE ATTACHMENT E-1, SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS, FOR CATEGORIES 3 THROUGH 8, TO BE SUBMITTED IN RESPONSE THIS ITN. ATTACHMENT E-1 IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT: <http://ahca.myflorida.com/Procurements/index.shtml>.**

**RESPONDENTS TO THIS ITN ARE REQUIRED TO SUBMIT THEIR RESPONSES UTILIZING ATTACHMENT E-1, SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS. RESPONSES WHICH DO NOT INCLUDE ATTACHMENT E-1, SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS WILL BE REJECTED.**

**F. Innovative Concepts**

Respondents may identify and propose additional services or standards which exceed the minimum requirements of this ITN. Innovative Concepts are negotiable and respondents should have the costs associated with them available at negotiations.

Innovative Concepts should not be included in the respondent's cost proposal. The Agency will not evaluate Innovative Concepts as part of the evaluation process.

**C.40 Other Required Documentation:**

The following statements contained in **Attachment K**, Required Statements, must be submitted with the response:

**a. Statement of Required Advanced Data Analytics Experience**

Certifying that the respondent and its proposed subcontractor(s), if applicable, collectively have at least three (3) years of experience in designing and developing advanced data analytics solutions.

**b. Statement of Required Advanced Fraud and Abuse Detection Experience**

Certifying that the respondent and its proposed subcontractor(s), if applicable, collectively have at least three (3) years of experience in designing and developing advanced fraud and abuse detection solutions.

**c. Statement of System Demonstration**

Certifying that the respondent shall provide a demonstration of its proposed System at a negotiation meeting held with the Agency.

**d. Statement of Required Assistance**

Certifying that the respondent shall assist the Agency in meeting the following seven (7) standards and conditions, pursuant to 42 CFR §433 Subpart C: Modularity Condition, MITA Condition, Industry Standards Condition, Leverage Condition, Business Results Condition, Reporting Condition and Interoperability Condition.



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

**C.41 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(24), 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.42 Response Clarification:**

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

**C.43 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 ITN 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 THE RESPONSE.**

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**C.44 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.45 Federal Approval:**

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

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## **ATTACHMENT D SCOPE OF SERVICES**

### **D.1 BACKGROUND**

The Agency for Health Care Administration (Agency) is the single state agency responsible for administering the Florida Medicaid Program through its Division of Medicaid, headed by the Deputy Secretary for Medicaid. The Agency Secretary is appointed by the Governor. Eligibility for services is administered by the Department of Children and Families (DCF), and funding for services is provided to DCF and other state and local agencies.

Florida Medicaid serves 3.4 million children, families, seniors, and disabled adults with a 2013-2014 budget of \$22.5 billion.

As required by federal law, Florida operates a fraud and abuse prevention and detection program through its Office of Medicaid Program Integrity in the Agency's Office of the Inspector General. It recovers overpayments and works with the Medicaid Fraud Control Unit in the Office of the Attorney General, which prosecutes fraud involving providers. DCF also has an Office of Public Benefits Integrity (OPBI) charged with recovering overpayment of benefits from public assistance recipients.

The Agency's Office of Medicaid Program Integrity historically has used a range of methods including routine and ad hoc statistical analyses to identify billing errors, claims abuse and potential fraud. The growth of data availability from local, state and federal sources has made it impossible to make use of the data without implementing advanced technologies in the form of advanced data analytics.

The Agency contracts with HP Enterprise Services (HP) to serve as its fiscal agent, managing the Florida Medicaid Management Information System (FMMIS) and Decision Support System (DSS). FMMIS is a comprehensive solution providing complete fraud and abuse detection (FAD) and surveillance and utilization review system (SURS) capabilities. The FAD/SURS are fully integrated within the Medicaid fiscal agent's data warehouse.

In a separate Invitation to Negotiate (ITN), the Agency will procure a Case Management System to receive the output and manage investigations resulting from the advanced data and pattern analysis obtained from the Contract resulting from this ITN.

### **D.2 PURPOSE**

The purpose of this ITN is to procure a subscription-based advanced data analytics service that incorporates advanced detection tools and builds interfaces to Agency systems. The 2013 Florida Legislature provided a one-time \$3 million appropriation for the Public Benefits Integrity Data Analytics and Information Sharing Initiative, "which will detect and deter fraud, waste and abuse in Medicaid and other public benefit programs within the state." (Item 189, Special Categories, of the 2013 General Appropriations Act.)

### **D.3 SERVICES TO BE PROVIDED BY THE AGENCY**

The Agency will:

1. Provide the successful respondent access to the FMMIS and DSS; existing Fraud and Abuse Case Tracking System (FACTS); Versa Regulation (VR); provider handbooks, policies, procedures, historical project documents and other documentation and databases, as deemed appropriate by the Agency and as needed by the Vendor to provide services under the Contract resulting from this ITN;
2. Provide training in appropriate use of relevant Agency information systems;
3. Provide clarification and interpretation of terms and conditions of the Contract resulting from this ITN;
4. Provide clarification and interpretation of Medicaid policies and procedures and provider handbooks, as needed;
5. Assign and dedicate a Contract Manager to coordinate all activities between the Agency and the Vendor;
6. At a minimum, monitor the Contract resulting from this ITN on a weekly basis for the first nine (9) months and monthly thereafter, either on-site or by desk review to ensure Vendor compliance with contract requirements. The Agency reserves the right to monitor the Vendor on a more frequent basis if deemed necessary by the Agency;
7. Perform timely review of all documents submitted by the Vendor by approving, denying or requiring specified revision;
8. Determine whether the Vendor has violated a contractual obligation and assess liquidated damages when necessary;
9. Provide office and meeting space for specified activities of the Contract resulting from this ITN; and
10. Coordinate with DCF to provide access to data from the Medicaid Eligibility System (MES) and training, as needed, for appropriate use of the data.

### **D.4 SERVICES TO BE PROVIDED BY THE VENDOR**

1. The Vendor shall host the advanced data analytics operation with state-owned data, uploaded to the vendor via File Transfer Protocol (FTP), going back five years and refreshed, at a minimum, monthly.
2. The Vendor must provide a web-based user portal that provides remote access capability, navigability in a graphic environment and semi-customizable views to meet individual user needs.

3. The Vendor shall integrate various state-owned data, as referenced in Table 1, Deliverable Schedule, including, but not limited to, the following:
  - a. FMMIS/DSS;
  - b. VR licensing data including controlling interest relationships;
  - c. Provider Network Verification (PNV) Medicaid managed care provider networks;
  - d. State professional licensure data; and
  - e. Public Record Data, i.e., Department of State's SunBiz, Florida Department of Corrections, Florida Department of Highway Safety and Motor Vehicles, wage and hour data from Florida Department of Economic Opportunity, and eligibility data from Florida Department of Elder Affairs, DCF and Agency for Persons with Disabilities.
4. The Vendor shall hold requirements gathering sessions and joint-application design/development sessions (JAD), commencing within the first twenty (20) business days after execution of the Contract resulting from this ITN. These sessions will be held with Agency subject-matter experts to assist the Vendor in complying with Federal and State statutes, rules and policies as well as identifying specific requirements, modifications and user-interfaces for the Agency to receive and use the data as defined within the **Attachment D**, Scope of Services.
5. The Vendor shall implement the testing phase no later than sixty (60) business days after execution of the Contract resulting from this ITN.
6. The Vendor shall provide private business data analysis such as financial risk scoring, provider business transactions profiles, provider demographic data cross-matched to Medicaid enrollment and state licensure.
7. The Vendor shall provide private consumer data such as Medicaid identity and address and asset verification.
8. The Vendor shall integrate other state and federal data, at a minimum: the current U.S. General Services Administration (GSA)-administered Excluded Parties List System (EPLS) and the System for Award Management (SAM) systems; and the U.S. Health and Human Services, Office of Inspector General (HHS OIG)-administered List of Excluded Individuals and Entities (LEIE). The Vendor shall integrate, as available, Florida Medicaid managed care company special investigative unit (SIU) reports, Internal Revenue Service, Medicaid, Medicare, and the Social Security Master Death File.
9. The Vendor shall have the capability to integrate with the MPI case management system to include, at a minimum:
  - a. Export capability to common PC platforms such as Microsoft Word, Excel and Access plus Adobe PDF formats; and
  - b. Customized integration with third-party case management system software as well as other Agency systems.

10. The Vendor shall provide pattern analysis with the capability to include, at a minimum:
  - a. Social relationship link analysis and visual display capability;
  - b. Entity relationship analysis and discovery;
  - c. Directed expansion of relationship mapping;
  - d. Geographical relationship analysis; and
  - e. Map integration with customization.
11. The Vendor shall provide proactive detection to include, at a minimum:
  - a. Alert or flag user about activity the system determines anomalous based on data clusters;
  - b. Customizable alert thresholds based on user need;
  - c. Quarterly algorithm and detection model updates; and
  - d. Algorithm refinement based on user feedback loop.
12. The Vendor shall conduct active pattern and fraud scheme analysis and provide investigation-ready leads for MPI or for MPI referral to other agencies.
13. The Vendor shall develop the application jointly with state staff to optimize user interfaces before rollout.
14. Prior to system implementation the Vendor shall provide train-the-trainer sessions for State staff.
15. The Vendor shall staff a support line from 8:00 a.m. to 6:00 p.m., Eastern Time, Monday through Friday, excluding state holidays. Up-time service levels for this system must be twenty-four (24) hours a day, seven (7) days a week. Support call response shall be received, within three (3) hours, after a placed service support call from the Agency during business hours.
16. The Vendor shall provide electronic system administrator and user manuals and initial training to all staff that will review the advanced data analysis data. Training will be held primarily in Tallahassee, Florida, although some training will be held in Miami, Florida, for field office staff. Webinars are an option and must be pre-approved by the Agency. In addition, screen-specific online "help" shall be developed for features on the screen. The Vendor shall submit all training materials and manuals to the Agency for review and approval at least ten (10) business days before use.
17. The Vendor shall prepare and submit to the Agency for approval a final project implementation plan, at no additional cost to the Agency, no later than fifteen (15) business days following execution of the Contract resulting from this ITN. It shall be based on the preliminary implementation plan submitted with the Vendor's response to this ITN and shall be finalized in coordination with the Agency to ensure readiness to complete required tasks by dates specified in the Contract resulting from this ITN.

The final implementation plan shall include the following, at a minimum:

- a. All tasks to be performed by the Vendor and the Agency during the implementation phase through operation. The Agency anticipates full implementation to be completed within six (6) months of execution of the Contract resulting from this ITN.
- b. Expected dates of completion of all tasks and identification of the parties responsible for each task.
- c. Identification of barriers and possible resolutions.

The final implementation plan shall not be utilized until approved by the Agency. Any unapproved deviation by the Vendor from the Agency-approved final project implementation plan shall be regarded by the Agency as a material breach and all remedies provided in **Attachment D**, Scope of Services, Section D.10, Performance Standards and Liquidated Damages, and under law shall become available to the Agency.

- 18. The Vendor shall provide system maintenance and connectivity, as requested by the Agency.
- 19. The Vendor shall provide the following deliverables to the Agency within the timeframes indicated below. The Agency reserves the right to request modification of the deliverables, if needed, prior to approving the deliverable(s). Due dates may be modified if approved in writing, in advance by the Agency. Additional deliverables may be included as a result of contract negotiations.

<b>TABLE 1 DELIVERABLE SCHEDULE</b>	
<b>Deliverables</b>	<b>Due Date</b>
Final project implementation plan, including proposed schedule ( <b>Attachment D</b> , Scope of Services, Section D.4, Services to be Provided by the Vendor, Item 17.)	No later than fifteen (15) business days after execution of the Contract resulting from this ITN.
Initial requirements gathering – joint application design/development sessions with users to identify needed modifications or customizations ( <b>Attachment D</b> , Scope of Services, Section D.4, Services to be Provided by the Vendor, Item 4.)	No later than twenty (20) business days after execution of the Contract resulting from this ITN.
Modification/construction – constructing changes identified in sessions above ( <b>Attachment D</b> , Scope of Services, Section D.4, Services to be Provided by the Vendor, Item 4.)	No later than forty (40) business days after execution of the Contract resulting from this ITN.
User Interface configuration ( <b>Attachment D</b> , Scope of Services, Section D.4, Services to be Provided by the Vendor, Item 13.)	No later than forty (40) business days after execution of the Contract resulting from this ITN.
Data migration ( <b>Attachment D</b> , Scope	No later than sixty (60) business days

of Services, Section D.8, Information Technology, Item 4.)	after execution of the Contract resulting from this ITN, for AHCA-owned data. For data external to AHCA, no later than fifteen (15) business days from the execution date of a data-sharing agreement between AHCA and the outside agency.
Testing ( <b>Attachment D</b> , Scope of Services, Section D.4, Services to be Provided by the Vendor, Item 5.)	No later than sixty (60) business days after execution of the Contract resulting from this ITN.
User Training ( <b>Attachment D</b> , Scope of Services, Section D.4, Services to be Provided by the Vendor, Item 16.)	No later than ten (10) business days prior to the implementation date, and as requested by the Agency.
Implementation ( <b>Attachment D</b> , Scope of Services, Section D.4, Services to be Provided by the Vendor, Item 17.)	No later than one hundred twenty (120) business days after execution of the Contract resulting from this ITN.
System Maintenance ( <b>Attachment D</b> , Scope of Services, Section D.4, Services to be Provided by the Vendor, Item 18.)	As requested by the Agency.
Internal Quality Assurance Policy Submission ( <b>Attachment D</b> , Scope of Services, Section D.6, Quality Assurance)	Twenty (20) business days prior to implementation.
Weekly project status reports ( <b>Attachment D</b> , Scope of Services, Section D.9, Reporting, Item 1.)	Ongoing, at each weekly meeting.
Monthly project status reports and invoices ( <b>Attachment D</b> , Scope of Services, Section D.9, Reporting, Item 2.)	By the 15 <sup>th</sup> day of each month.
Ad hoc reports ( <b>Attachment D</b> , Scope of Services, Section D.9, Reporting, Item 3.)	Within ten (10) business days of the Agency's request.
Final report and lessons learned ( <b>Attachment D</b> , Scope of Services, Section D.9, Reporting, Item 4.)	Within thirty (30) business days of implementation.

## D.5 MINIMUM QUALIFICATIONS

The Vendor and its proposed subcontractor(s) shall:

1. Collectively possess **at least** three (3) years of experience in designing and developing advanced data analytics;
2. Collectively possess **at least** three (3) years of experience in designing and developing advanced fraud detection systems; and



## **D.6 QUALITY ASSURANCE**

The Vendor shall establish and maintain written internal quality assurance policies for meeting the service requirements specified in this ITN and resulting Contract, at no additional cost to the Agency, no later than twenty (20) business days prior to implementation. The internal quality assurance policies shall not be utilized until approved by the Agency. The Vendor's quality assurance policies shall address, at a minimum:

1. Designated individual(s) responsible for high-level quality assurance activities associated with or that affect the Contract resulting from this ITN;
2. Escalation procedures; and
3. Performance improvement processes.

## **D.7 VENDOR STAFFING**

The Vendor shall maintain staffing levels sufficient to complete the services and meet the requirements specified in this ITN and in the resulting Contract. The 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 ITN and the resulting Contract within the stated timeframes.

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

At a minimum, the Vendor shall assign and dedicate the following key staff positions to the resulting Contract:

1. Contract Manager

The Vendor shall assign and dedicate a Contract Manager to coordinate all resulting Contract activities between the Agency and the 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 Contract resulting from this ITN.

2. Project Manager

The Vendor shall assign and dedicate a Project Manager to coordinate day-to-day activities between the Agency and the Vendor. The Vendor's Project Manager shall be a full-time employee dedicated solely to the Contract

resulting from this ITN, for no less than forty (40) hours per week, excluding weekends and state of Florida-observed holidays. The Vendor's Project Manager shall have experience in designing and implementing technological solutions to detect and prevent fraud and abuse.

The Vendor's Project Manager shall work directly with the Agency and shall have authority to maximize the efficiency and effectiveness of services required under the Contract resulting from this ITN.

The Vendor shall not enter into any subcontract for services to be provided under the resulting Contract without the express written prior consent of the Agency. The 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 Vendor.

## **D.8 INFORMATION TECHNOLOGY**

The Vendor shall maintain the technical requirements of its advanced data analytics program as follows:

1. Hardware and Software Requirements:
  - a. The Vendor shall maintain automation capabilities, compatibility and integration possibilities with the Agency's computer systems and software platforms which are:
    - (1) Heavily virtualized server farm utilizing VMware ESXI and server infrastructure from both IBM and HP;
    - (2) Oracle 11g;
    - (3) Storage Area Networks utilizing both Fibre Channel and iSCSI technologies;
    - (4) Windows 2003, 2008, and 2008 R2 operating systems;
    - (5) Microsoft SQL 2008 and SQL 2008 R2;
    - (6) .Net Framework is 3.5 or newer;
    - (7) SQL 2008 reporting service or SSRS;
    - (8) Network connectivity of 1 Gbps minimum to each server; clients are connected at 100 Mbps;
    - (9) Main campus has 100 Mbps connection to state network (area offices have bandwidth capacities ranging from 3 Mbps to 12 Mbps); and
    - (10) Vendor's system shall be compatible with the most recent Internet browser standards of the Agency.
    - (11) Vendor's system shall easily interface/integrate with other .Net SQL systems.
  - b. The Vendor shall exchange data with the Agency, including ensuring accurate and prompt interface with the Florida Medicaid DSS, which is based on an Oracle software platform.

## 2. Disaster Recovery

The Vendor shall maintain a final, Agency approved disaster recovery plan for restoring its application software, current master files and for hardware back-up in the event its production systems are disabled.

## 3. Data Transmission and Security

The 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.

PHI released shall be in accordance with HIPAA requirements as interpreted by the Agency and Agency policy.

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

The 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 Vendor's expense and at no cost to the Agency.

In addition to the above, the 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 M**, Agency for Health Care Administration Information Technology Security Plan.

The Vendor shall ensure that there will not be any overseas development of or access to data. In addition, the Vendor and/or any subcontractors shall not own data in any way and cannot use any data for research purposes.

## 4. Data Migration

The Vendor shall migrate data from existing database(s) to its proposed database. The Agency anticipates issuing a separate procurement for a case management system to replace the existing FACTS. The advanced data analytics system must integrate with the new case management system within ninety (90) calendar days after implementation of the new case management system.

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## **D.9 REPORTING**

The Vendor shall adhere to reporting requirements included in this section. The Agency will not compensate the Vendor for development and/or submission of reports. The Agency reserves the right to direct the 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 Vendor of such modification in writing.

All electronic transmission of reports and supporting documentation containing personal health information (PHI) as defined by Health Insurance Portability and Accountability Act of 1996 (HIPAA) must be encrypted to meet privacy standards. Unless otherwise directed by the Agency, all electronic reports shall be formatted using Microsoft Word or Excel, Version 2007 or greater. The 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 twenty (20) calendar days after execution of the Contract resulting from this ITN.

At a minimum the Vendor shall submit the following reports:

1. Weekly status reports to be provided at each weekly meeting with the Agency's Contract Manager. The weekly report shall include:
  - a. General status report;
  - b. Completed activities;
  - c. Planned activities;
  - d. Project issues and possible solutions;
  - e. Risk status;
  - f. Executive summaries; and
  - g. An accounting of staff members and hours worked during the week.
2. Monthly status reports to be submitted by the 15<sup>th</sup> of each month and including a summary of the weekly reports provided during the prior month. In addition the monthly report shall include future activity highlights and identification of possible barriers along with proposed resolutions and a summary of quality assurance requirements and activities performed during the reporting month.
3. Ad hoc reports requested by the Agency shall be submitted within ten (10) business days after the date of the Agency's request, unless otherwise specified by the Agency.
4. Final report and lessons learned shall be submitted by the Vendor to summarize the entire project, propose plans for future enhancements, and provide an analysis of what was learned during the process. The final report shall be in a format prescribed by the Agency and shall be due no later than thirty (30) business days after implementation.

**D.10 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES**

The Agency reserves the right to impose liquidated damages on the Vendor for failure to comply with the performance standards set forth below. Additional performance standards and liquidated damages may be included as a result of contract negotiations.

<b>TABLE 2 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES</b>	
<b>Standard</b>	<b>Liquidated Damage</b>
The Vendor shall submit all deliverables and complete all phases in accordance with the due dates specified in <b>Attachment D</b> , Scope of Services, Section D.4, Services to be Provided by the Vendor, Item 19., Table 1, Deliverable Schedule, as approved by the Agency in the final project implementation plan	One percent (1%) of the total payment amount per incident per day beyond the due date of the deliverable/ completed phase.
The Vendor shall submit weekly and monthly reports by the due dates outlined in <b>Attachment D</b> , Scope of Services, Section D.9, Reporting.	<b>\$100.00</b> per incident per calendar day beyond the due date of the required report.
The Vendor shall submit ad hoc reports within ten (10) business days after the date of the Agency’s request, unless otherwise specified by the Agency.	<b>\$100.00</b> per incident per calendar day beyond the due date of the ad hoc report.
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 shall monitor the Vendor’s performance in accordance with the monitoring requirements of the Contract resulting from this ITN and may determine the level of sanction based on evaluation of the severity of the deficiency. Failure by the Vendor to meet the established minimum performance standards may result in the Agency, in its sole discretion, finding the Vendor to be out of compliance, and all remedies provided in the Contract resulting from this ITN and under law shall become available to the Agency.

1. General Liquidated Damages
  - a. 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 or perform as specified in the Contract resulting from this ITN, not to exceed five percent (5%) per month.
  - b. The Agency will impose upon the Vendor liquidated damages of **\$500.00** to **\$5,000.00** per incident per occurrence, depending on 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.11 METHOD OF PAYMENT**

##### 1. Payment

The Contract resulting from this ITN shall be a fixed price, unit cost contract. The Agency shall pay the Vendor in arrears for satisfactory completion and Agency approval of each deliverable/phase described in **Attachment D**, Scope of Services, Section D.4, Services to be Provided by the Vendor, Item 19., Table 1, Deliverable Schedule. Thereafter, the Agency shall pay the Vendor a monthly subscription fee, as agreed upon in the final contract negotiation.

The Agency will not compensate the Vendor separately for development and/or submission of weekly, monthly and/or ad hoc reports; help line staffing; meetings with staff; travel or other costs. All Vendor costs shall be included in the monthly subscription fee unless negotiated otherwise.

##### 2. Invoice Submission

The Vendor shall submit invoices and all supporting documents to the Agency's designated Contract Manager on a monthly basis within fifteen (15) calendar days following the month in which services were rendered. Each invoice shall be submitted on Vendor letterhead and include, at a minimum:

- a. Invoice date;
- b. Vendor's unique identifying invoice number;
- c. Agency's Contract number;
- d. Description of the services rendered and/or deliverables submitted;
- e. Service dates;
- f. Dates when the services/deliverables were approved by the Agency;
- g. Payment remittance address; and
- h. Other supporting documentation as requested by the Agency.

#### **D.12 SPECIAL PROVISIONS**

##### 1. Performance Bond

A performance bond in the amount of ten percent (10%) of the total annual amount of the Contract resulting from this ITN shall be furnished to the Agency by the successful vendor. The bond must be furnished to the Agency's Procurement Office, Building 2, MS#15, 2727 Mahan Drive, Tallahassee, FL 32308, within thirty (30) calendar days after execution of the Contract resulting from this ITN and prior to commencement of any work under the resulting Contract. Thereafter, the bond shall be furnished on an annual basis, thirty (30) calendar days prior to the new contract year and be in the amount of ten percent (10%) of the current annual contract amount. 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 this Contract, including any renewal. The Agency shall be named as the beneficiary of the 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 Vendor.

Should the successful vendor terminate this Contract 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 vendor. The Vendor agrees that the Agency's damages in the event of termination by the 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.

## 2. 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.

## 3. MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2002), all payments for commodities and/or contractual services as defined in Section 287.012, Florida Statutes, shall be assessed a Transaction Fee of one percent (1.0%), which the Vendor shall pay to the State, unless exempt under Rule 60A-1.032, Florida Administrative Code. Notwithstanding the provisions of Rule 60A-1.030, et seq., the assessment of a transaction fee shall be contingent upon Federal approval of the transaction fee assessment program and continued payment of applicable federal matching funds.

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

The Vendor shall receive a credit for any Transaction Fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor

through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor'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 Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

#### 4. Minority and Certified Minority Subcontractors

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

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).

#### 5. Public Records Requests

In accordance with Section 119.0701, Florida Statutes, and notwithstanding Standard Contract, Section I, Item M., Requirements of Section 287.058, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall comply with public records laws, as follows:

- a. The Vendor shall keep and maintain public records that ordinarily and necessarily would be required in order to perform services under this Contract;
- b. 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;
- c. 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;
- d. 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 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

- e. If the Vendor does not comply with a public records request, the Agency shall enforce the Contract provisions in accordance with this Contract.

#### **D.13 CONTRACT CLOSURE AND TRANSITION REQUIREMENTS**

The Agency shall 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 ITN.

All products listed in this ITN and the resulting Contract shall become the property of the Agency. Upon termination of the Contract resulting from this ITN, or upon dissolution/transfer of the company awarded the Contract, the Agency shall retain ownership of all data, reports, hardware, software or any other product produced in response to the Contract resulting from this ITN, whether or not the Vendor has completed performance of the entire Contract.

#### **D.14 ENHANCEMENTS**

The Vendor may propose enhancements to the implemented system during the term of the Contract resulting from this ITN. The Agency may accept or reject suggested enhancements by the Vendor in its sole discretion. Additionally, the Agency may request the Vendor conduct additional enhancements, that are within the original scope of services, during the term of the Contract resulting from this ITN if, in the Agency's sole discretion, such enhancements are in the best interests of the state. All enhancements and associated fees must be negotiated and approved by the Agency before implementation and the Contract amended accordingly.

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# ATTACHMENT E EVALUATION CRITERIA

## E.1 Review of Mandatory Criteria

The Procurement Office will evaluate responses to this ITN 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 fifty-six (56) points. A maximum of four (4) attempts will be made by telephone to contact the clients for a past performance reference. In the event that a client cannot be contacted, a score of zero (0) will be given for that evaluation component. 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(24), 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:

<u>Points</u>	
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 ITN will be disqualified at the Agency’s sole discretion.

## E.4 Cost Proposal Evaluation

The Agency’s Procurement Office will evaluate each cost proposal and award points based on the following:

The respondent with the lowest proposed fixed cost in Table A of **Attachment J**, Cost Proposal, will receive the maximum allowable points (5 points) for that fixed cost. The remaining respondents will receive a percentage of the maximum points, rounded to the nearest whole number, based on the following formula:

$\frac{\text{Lowest Proposed Fixed Cost}}{\text{Remaining Respondent's Proposed Cost}}$	=	“%”	x	5	=	$\text{Total Points Awarded rounded to the nearest whole number}$
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The costs for annual system maintenance in Table B of **Attachment J**, Cost Proposal, will not be evaluated.

Example:

In this example, there are three (3) respondents:

	Respondent A		Respondent B		Respondent C	
	Fixed Cost	Points Awarded	Fixed Cost	Points Awarded	Fixed Cost	Points Awarded
Proposed Cost	\$980,000.00	3	\$650,000.00	5	\$775,000.00	4

$\frac{\$650,000.00 \text{ (Respondent B)}}{\$650,000.00 \text{ (Respondent B)}}$	=	1.0	X	5	=	5
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$\frac{\$650,000.00 \text{ (Respondent B)}}{\$980,000.00 \text{ (Respondent A)}}$	=	.66	X	5	=	3 (3.3 rounded down)
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$\frac{\$650,000.00 \text{ (Respondent B)}}{\$775,000.00 \text{ (Respondent C)}}$	=	.84	X	5	=	4 (4.2 rounded down)
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### E.5 Technical Response Evaluation

Each response determined to be in compliance with all mandatory criteria will be independently evaluated based on the criteria and points scale indicated in Part II, Evaluation Criteria, below. Each response will be individually scored by at least three (3) evaluators, who collectively have experience and knowledge in the program areas and service requirements for which contractual services are sought by this ITN. The Agency reserves the right to have specific sections of the responses evaluated by less than three (3) individuals.

Detailed evaluation criteria components will be evaluated and awarded points based on the following point structure:

Points

- 0 The component was not addressed.
- 1 The component contained significant deficiencies.
- 2 The component is below average.
- 3 The component is average.
- 4 The component is above average.
- 5 The component is excellent.

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## 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. The Agency will negotiate with up to three (3) of the highest ranked respondents.

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	$3+4+1+4=12\div 4=3.0$

#### Step 4

The average rankings for each response will be used to determine which respondents will be invited to participate in negotiations. In this example, Respondents 1, 2 and 3 would be eligible for negotiations.

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

**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.

QUESTIONS		YES	NO
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 ITN <input type="checkbox"/> <b>2. Original Proposal Guarantee:</b> In an amount of <b>\$300,000.00</b> as specified in <b>Attachment C</b> , Special Conditions, Section C.15 of this ITN <input type="checkbox"/>		
B.	Does the response include three (3) separate and verifiable client references, 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 <b>Attachment E-1</b> , Submission Requirements and Evaluation Criteria Components (including the Respondent Attestation for Response Submission Requirements), as required in <b>Attachment C</b> , Special Conditions, Section C.39.E?		
E.	Does the response include the completed <b>Attachment J</b> , Cost Proposal, and <b>Attachments J-1 and J-2</b> , Detailed Budgets, as required in <b>Attachment C</b> , Special Conditions, Section C.39.D?		
F.	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 ITN, from each party, if applicable?		
G.	Does the response include a signed <b>Attachment K</b> , Required Statements, as required in <b>Attachment C</b> , Special Conditions, Section C.40, Other Required Documentation, from each party, if applicable?		
H.	Does the response include a signed <b>Attachment L</b> , Vendor Certification Regarding Scrutinized Companies List, as required in <b>Attachment C</b> , Special Conditions, Section C.34, Scrutinized Companies List, from each party, if applicable?		

**Mandatory Criteria Verified by:**

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Financial Criteria Verified by:**

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**PART II**

**EVALUATION CRITERIA**

Independent evaluators will use this sheet to assign points to all responses evaluated and designated as “responsive”. Evaluations will be based on the detailed evaluation criteria components indicated in **Attachment E**, Detailed Evaluation Criteria Components.

	Maximum Raw Score Possible		Weight Factor		Maximum Points Possible
<b>A. Mandatory Documentation</b>					
<b>B. Past Performance</b>					
1. Client #1	56	X	1	=	56
2. Client #2	56	X	1	=	56
3. Client #3	56	X	1	=	56
<b>C. Financial Information</b>	20	X	10	=	200
<b>D. Cost Proposal</b>	5	X	20	=	100
<b>E. Technical Response</b>					
1. Table of Contents					
2. Executive Summary					
3. Services to be Provided by the Vendor	105	X	5	=	525
4. Qualifications and Experience	160	X	3	=	480
5. Quality Assurance	15	X	5	=	75
6. Staffing	10	X	4	=	40
7. Information Technology	50	X	5	=	250
8. Reporting	25	X	1	=	25
<b>Total Rating:</b>					<b>1863</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:

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)***

**SEE ATTACHMENT E-1, SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS, FOR CATEGORIES 3 THROUGH 8, TO BE SUBMITTED IN RESPONSE THIS ITN. ATTACHMENT E-1 IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT: <http://ahca.myflorida.com/Procurements/index.shtml>.**

# **ATTACHMENT E-1 STANDARD SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS**

## **INSTRUCTIONS TO RESPONDENTS FOR THE COMPLETION OF ATTACHMENT E-1:**

Respondents to this ITN shall utilize **Attachment E-1**, Standard Submission Requirements and Evaluation Criteria, for submission of its response and shall adhere to the instructions contained within this Attachment for each Submission Requirement Component (SRC).

Respondents **shall not** include website links, embedded links and/or cross references between response SRCs to circumvent the Agency's prescribed response instructions.

Each SRC contains form fields. Population of the form fields with text will allow the form field to expand and cross pages up to the maximum character allowance. The total response shall not exceed the binder limit outlined in Attachment C, Section C.39, General Instructions for Response Preparation and Submission.

Respondents shall name and label required attachments to refer back to the number identifier for the respective SRC, as outlined in this Attachment E-1. *Example: If SRC # 2 Qualifications and Experience allowed for one (1) attachment for submission of an organizational chart, the respective attachment should be labeled Submission Requirements Component #2 – Qualifications and Experience – Organizational Chart.*

Agency evaluators will be instructed to evaluate the responses based on the narrative contained in this Attachment E-1 and the Agency's prescribed response allowance(s) for each SRC. Agency evaluators will not consider supplemental response narrative which is not contained within the response sections as described herein.

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**ATTACHMENT E-1  
STANDARD SUBMISSION REQUIREMENTS AND  
EVALUATION CRITERIA COMPONENTS**

Respondents shall sign and return the below attestation with their response submission,  
**OR THE RESPONSE WILL BE REJECTED.**

**RESPONDENT ATTESTATION FOR RESPONSE SUBMISSION**

- I hereby certify that no modification and/or alteration has been made to the forms, narrative and/or instructions contained in Attachment E-1, Submission Requirements and Evaluation Criteria Components and that the response adheres to the Agency's prescribed response allowances for response narrative and attachments.
  
- I understand the Agency shall not consider additional and/or supplemental response narrative for evaluation unless the response submission strictly adheres to the Agency's prescribed response allowances including response narrative space allowance and/or attachment allowance.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Respondent Company Name

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**ATTACHMENT E-1  
STANDARD SUBMISSION REQUIREMENTS AND  
EVALUATION CRITERIA COMPONENTS**

Vendor's Name:

**Category 3: Services to be Provided by the Vendor**

**SRC #1: The respondent shall describe how the organization will host the advanced data analytics operation and populate it with state-owned data.**

Vendor Response:

*SRC #1 Evaluation Criteria:*

1. *The completeness of the description of how the system will be hosted by the vendor.*
2. *The clarity of the description of how the system will be populated with state-owned data.*

*Score: This section is worth a maximum of 10 raw points with each of the above components being worth a maximum of 5 points each.*

**SRC #2: The respondent shall describe the web-based user portal the organization will provide and the configuration that will provide remote access capability, easily navigated graphic environment and semi-customizable views for individual user needs.**

Vendor Response:

*SRC #2 Evaluation Criteria:*

1. *The completeness of the description of the web-based user portal.*
2. *The adequacy of the configuration that will provide remote access capability, easily navigated graphic environment and semi-customizable views for individual user needs.*

*Score: This section is worth a maximum of 10 raw points with the above components being worth a maximum of 5 points each.*

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**ATTACHMENT E-1  
STANDARD SUBMISSION REQUIREMENTS AND  
EVALUATION CRITERIA COMPONENTS**

**SRC #3: The respondent shall describe how the organization will integrate such state-owned data as the Florida Medicaid Management System, Decision Support System, state professional licensure data and data from other state agencies.**

Vendor Response:

*SRC #3 Evaluation Criteria:*

- 1. The completeness of the description of integration of state-owned data.*

*Score: This section is worth a maximum of 5 raw points with each of the above components being worth a maximum of 5 points each.*

**SRC #4: The respondent shall describe how the vendor will integrate third-party liability data.**

Vendor Response:

*SRC #4 Evaluation Criteria:*

- 1. The completeness of the description of how integration of third-party liability data will be accomplished.*

*Score: This section is worth a maximum of 5 raw points with each of the above components being worth a maximum of 5 points each.*

**SRC #5: The respondent shall describe how the vendor will provide private business data analysis to include financial risk scoring, provider business transactions profile, provider demographic data cross-matched to Medicaid enrollment and state licensure.**

Vendor Response:

*SRC #5 Evaluation Criteria:*

- 1. The adequacy of the description of private business data analysis including financial risk scoring, provider business transactions profile, provider demographic data cross-matched to Medicaid enrollment and state licensure.*

*Score: This section is worth a maximum of 5 raw points with each of the above components being worth a maximum of 5 points each.*

*For Item 1:*

- (a) 5 points for complete description of all factors;*

**ATTACHMENT E-1  
STANDARD SUBMISSION REQUIREMENTS AND  
EVALUATION CRITERIA COMPONENTS**

- (b) 4 points for complete description of at least two factors and lesser description of a third;*
- (c) 3 points for complete description of one factor and lesser description of the other two;*
- (d) 2 points for cursory description of all factors;*
- (e) 1 point for cursory description of some factors;*
- (f) 0 points for failure to address factors.*

**SRC #6: The respondent shall describe how the vendor will provide private consumer data to include Medicaid identity and asset verification.**

Vendor Response:

*SRC #6 Evaluation Criteria:*

- 1. The adequacy of the description of how private consumer data will be provided to include Medicaid identity and asset verification.*

*Score: This section is worth a maximum of 5 raw points with each of the above components being worth a maximum of 5 points each.*

**SRC #7: The respondent shall describe how the vendor will integrate other state and federal data as available such as IRS, Medicaid, and Department of Health and Human Services, Office of the Inspector General, exclusion list.**

Vendor Response:

*SRC #7 Evaluation Criteria:*

- 1. The completeness of the description of how exclusion lists from state and federal entities will be integrated into the system.*

*Score: This section is worth a maximum of 5 raw points with each of the above components being worth a maximum of 5 points each.*

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## ATTACHMENT E-1 STANDARD SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

**SRC #8:** The respondent shall describe how the vendor will integrate its system with the MPI case management systems to include export capability to common PC platforms such as Word, Excel and Access and customized integration with third-party case management system software as well as other Agency systems.

Vendor Response:

*SRC #8 Evaluation Criteria:*

- 1. The adequacy of the description of system integration with MPI case management and its export capability to common PC platforms as well as its integration with third-party case management and other Agency systems.*

*Score: This section is worth a maximum of 5 raw points with each of the above components being worth a maximum of 5 points each.*

**SRC #9:** The respondent shall describe how the vendor will provide a pattern analysis with the capability to include, at a minimum, social relationship link analysis and visual display capability; entity relationship analysis and discovery; directed expansion of relationship mapping; geographical relationship analysis and map integration with customization.

Vendor Response:

*SRC #9 Evaluation Criteria:*

- 1. The adequacy of the description of the pattern analysis with the capability to include social relationship link analysis and visual display capability; entity relationship analysis and discovery; directed expansion of relationship mapping; geographical relationship analysis and map integration with customization.*

*Score: This section is worth a maximum of 5 raw points with each of the above components being worth a maximum of 5 points each.*

*For Item 1:*

- (a) 5 points for a complete explanation of all 5 capabilities;*
- (b) 4 points for a complete explanation of all but one of the capabilities;*
- (c) 3 points for a cursory explanation of all 5 capabilities;*
- (d) 2 points for a complete explanation of 3 of the 5 capabilities;*
- (e) 1 point for some explanation of any of the 5 capabilities;*
- (f) 0 points for failure to address any of the capabilities.*

**ATTACHMENT E-1  
STANDARD SUBMISSION REQUIREMENTS AND  
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**SRC #10: The respondent shall describe how the vendor will provide proactive detection to include, at a minimum, alert or flag user activity the system determines anomalous based on data clusters; customizable alert thresholds based on user need; quarterly algorithm and detection model updates and algorithm refinement based on user feedback loop.**

Vendor Response:

*SRC #10 Evaluation Criteria:*

- 1. The adequacy of the description of proactive detection including how alerts will be used to flag anomalies; how alert thresholds will be customized for users; how algorithms and detection models will be updated quarterly and how algorithms will be refined based on user feedback.*

*Score: This section is worth a maximum of 5 raw points with each of the above components being worth a maximum of 5 points each.*

**SRC #11: The respondent shall describe how the vendor will conduct active pattern and fraud scheme analysis and provide investigation-ready leads for MPI action.**

Vendor Response:

*SRC #11 Evaluation Criteria:*

- 1. The completeness of the description of conducting active pattern and fraud scheme analysis and how that will result in investigation-ready leads.*

*Score: This section is worth a maximum of 5 raw points with the above components being worth a maximum of 5 points each.*

**SRC #12: The respondent shall describe the steps the vendor will take to ensure joint development of the application with state staff to optimize user interfaces before rollout.**

Vendor Response:

*SRC #12 Evaluation Criteria:*

- 1. The completeness of the description of the steps the vendor will take to include state staff in joint development of the application.*

*Score: This section is worth a maximum of 5 raw points with each of the above components being worth a maximum of 5 points each.*

## **ATTACHMENT E-1 STANDARD SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS**

**SRC #13: The respondent shall describe the train-the-trainer sessions the vendor will provide for state staff prior to system implementation.**

Vendor Response:

*SRC #13 Evaluation Criteria:*

1. *The completeness of the description of training sessions prior to implementation.*

*Score: This section is worth a maximum of 5 raw points with each of the above components being worth a maximum of 5 points each.*

**SRC #14: The respondent shall describe how the vendor will staff the support line from 8 a.m. to 6 p.m. Eastern Time, Monday through Friday (excluding state holidays) and what support will be provided.**

Vendor Response:

*SRC #14 Evaluation Criteria:*

1. *The completeness of the description of staffing and operation of the help line.*

*Score: This section is worth a maximum of 5 raw points with each of the above components being worth a maximum of 5 points each.*

**SRC #15: The respondent shall provide a preliminary implementation plan that includes all tasks to be performed by the respondent and the Agency during the implementation phase through operation; expected days to completion of all tasks and identification of parties/staff responsible for each task; and identification of possible barriers and resolutions.**

Vendor Response:

*SRC #15 Evaluation Criteria:*

1. *The completeness of the preliminary implementation plan.*

2. *Whether preliminary implementation plan includes all necessary tasks.*

3. *Whether timeframes are reasonable.*

**ATTACHMENT E-1  
STANDARD SUBMISSION REQUIREMENTS AND  
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4. *Whether staff is identified for each task.*
5. *Explanation of possible barriers and resolutions.*

*Score: This section is worth a maximum of 25 raw points with each of the above components being worth a maximum of 5 points each.*

**Category 4: Qualifications and Experience**

**SRC #16: The respondent shall describe its organizational background and history. The description shall include, at a minimum:**

- a. A description of the respondent's organizational structure, history, legal structure, ownership, affiliations and location(s);**
- b. A copy of the organizational chart, including the total number of employees; and**
- c. A description of any awards or certifications received by the respondent relevant to developing and implementing advanced data analytics programs.**

Vendor Response:

*SRC #16 Evaluation Criteria:*

- 1. The completeness of the respondent's description of its organizational structure, history, legal structure, ownership, affiliations and location(s). Whether it includes parent companies and affiliates so it is clear where organizational responsibility resides.*
- 2. The extent to which respondent's organizational history is consistent with successful development and implementation of advanced data analytics program.*
- 3. The adequacy of the range of positions in the organizational chart and the likelihood that the organization could take on this contract within expected time frames.*
- 4. The extent to which respondent's awards or certifications indicate success developing and implementing advanced data analytics programs.*

*Score: This section is worth a maximum of 20 raw points with each of the above components being worth a maximum of 5 points each.*

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## ATTACHMENT E-1 STANDARD SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

**SRC #17:** For the organization chart included for SRC #16, above, the respondent shall provide a brief narrative explaining how responsibilities and reporting relationships will function in providing services in this ITN. The expanded organizational chart and brief narrative shall include:

- a. Key functions;
- b. Reporting relationships showing clear lines of authority within the respondent's organization and its subcontractors;
- c. Number and type of full-time-equivalent (FTE) positions (both existing and projected for start date of service delivery) per functional area;
- d. Location of staff (city and state); and
- e. Use of administrative or service subcontractors.

Vendor Response:

*SRC #17 Evaluation Criteria:*

1. *The adequacy of the respondent's proposed organization for providing services outlined in this ITN.*
2. *The extent to which the expanded organizational chart and narrative adequately address key functions, reporting relationships, numbers of FTEs, staff location and subcontractors.*
3. *The extent to which staff in Florida have decision-making authority.*
4. *The extent to which the narrative describes how key functions are subcontracted.*

*Score: This section is worth a maximum of 20 raw points with each of the above components being worth a maximum of 5 points each.*

**SRC #18:** The respondent shall identify any employed executive managers, e.g., CEO, COO, vice presidents, senior managers, who have expertise and experience in applying advanced data analytics to Medicaid and/or fraud and abuse prevention and identification.

Vendor Response:

*SRC #18 Evaluation Criteria:*

1. *The extent to which executive managers have expertise and experience in applying advanced data analytics to Medicaid and/or fraud and abuse prevention and identification.*
2. *The extent to which executive managers have expertise and experience for their respective positions.*

## ATTACHMENT E-1 STANDARD SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

3. *Adequacy of respondent's qualifications and described capability to provide the level of services specified in this ITN based on the executive managers' documented expertise and experience.*

*Score: This section is worth a maximum of 15 raw points with each of the above components being worth a maximum of 5 points each.*

**SRC #19: The respondent shall provide a list of all current and/or recent (within five [5] years of the issue date of this ITN) contracts for advanced data analytics on a scale comparable to Florida Medicaid. If the respondent does not have experience with projects of this size, please include any relevant contracts as close to this size as possible. The respondent shall provide the following information for each identified contract:**

- a. **Name and address of the client;**
- b. **Name of the project;**
- c. **Time period of the project;**
- d. **A brief narrative describing the role of the respondent and scope of the work performed, including integration of client's existing data and systems with the advanced data analytics program;**
- e. **The annual contract amount (payment to the respondent) and data volume;**
- f. **Scheduled and actual completion dates of contract;**
- g. **Barriers encountered that hindered implementation (if applicable) and resolutions;**
- h. **Accomplishments and achievements; and**
- i. **Use of subcontractor(s), their scope of work, and the percentage of the work on the project completed by the subcontractor.**

Vendor Response:

*SRC #19 Evaluation Criteria:*

1. *The number and size of advanced data analytics contracts active in the past five (5) years.*
2. *The extent to which respondent's contracts in the past five years provided relevant experience.*
3. *The extent to which listed accomplishments and achievements are significant and relevant to this ITN.*
4. *The extent to which subcontractors performed the scope of work (relative to respondent's staff).*

*Score: This section is worth a maximum of 20 raw points with each of the above components being worth a maximum of 5 points each.*

**ATTACHMENT E-1  
STANDARD SUBMISSION REQUIREMENTS AND  
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**SRC #20: The respondent shall describe any lessons learned from its previous work with advanced data analytics and how the lessons learned will be applied to this ITN.**

Vendor Response:

*SRC #20 Evaluation Criteria:*

- 1. The degree to which the lessons learned are relevant and significant to this ITN.*
- 2. The extent to which respondent implemented innovative or best practices in response to the lessons learned.*

*Score: This section is worth a maximum of 10 raw points with each of the above components being worth a maximum of 5 points each.*

**SRC #21: The respondent shall provide information about whether it is based in the State of Florida and the extent to which its operational functions are conducted by staff in-house or through contracted arrangements located in the State of Florida. This includes:**

- a. Specifying the location of the respondent's corporate headquarters;**
- b. Indicating whether respondent is a subsidiary of, or a joint venture with, any other entity whose principal office is not located in the State of Florida;**
- c. Identifying the number of full-time staff, by operational function, that are located in the State of Florida and out-of-state.**

Vendor Response:

*SRC #21 Evaluation Criteria:*

- 1. Whether the respondent's principal office is in Florida and it is not a subsidiary of or a joint venture with any other entity whose principal office is not located in Florida.*
- 2. The extent to which operational functions are performed in the State of Florida.*

*Score: This section is worth a maximum of 15 raw points with each of the above components being worth a maximum of 5 points each.*

*For Item 1:*

- (a) 5 points for principal office in Florida and no parent or joint venture organization outside Florida;*
- (b) 4 points if principal office in Florida but parent or joint venture organization outside Florida depending on extent of non-Florida presence;*
- (c) 0 points if no relevant principal office in Florida.*

*For Item 2:*

- (a) 5 points if all functions are performed in Florida;*

## ATTACHMENT E-1 STANDARD SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

- (b) 4 points for 75% of functions performed in Florida;*
- (c) 3 points for 50% of functions performed in Florida;*
- (d) 2 points for 25% of functions performed in Florida;*
- (e) 1 point if less than 25% of functions performed in Florida;*
- (f) 0 points if no functions performed in Florida.*

*5 additional points awarded if respondent meets both items 1(a) and 2(a) above.*

**SRC #22: The respondent shall describe any sanctions levied against it or its affiliates and subsidiaries or its parent company, or its affiliates and subsidiaries within the past seven (7) years, that have been imposed by the Agency, a Medicaid program in another state, Medicare or any federal government or state regulatory body in any state. Include a description of the contract(s) for which sanction was levied, a description of the sanction(s), the specific reason for the sanction(s) and the timeline to resolve or correct the deficiency. Indicate any sanctions currently in dispute. Sanctions are defined as any monetary and non-monetary (e.g., letters of non-compliance, notice of failure to perform) punitive actions taken by regulatory bodies.**

Vendor Response:

*SRC #22 Evaluation Criteria:*

- 1. The extent to which sanctions were significant, e.g., high dollar amounts (above \$10,000.00), lengthy, or numerous.*
- 2. The extent to which sanctions were imposed multiple times for the same issue prior to resolution.*

*Score: This section is worth a maximum of 10 raw points with each of the above components being worth a maximum of 5 points each.*

*For Item 1:*

- (a) 5 points if no sanctions or other adverse actions;*
- (b) 4 points if sanctions were minor and fewer than four (4) incidents;*
- (c) 3 points if sanctions were all minor but four (4) or more incidents;*
- (d) 2 points if up to two (2) high-dollar amounts or lengthy or more than two (2) sanctions;*
- (e) 1 point if more than two (2) but fewer than five (5) high-dollar amounts or lengthy interruptions and/or more than two (2) but fewer than five (5) contracts with multiple sanctions;*
- (f) 0 points if performance falls below above limits.*

*For Item 2:*

- (a) 5 points if no sanctions;*
- (b) 4 points if sanction imposed twice for same issue;*
- (c) 3 points if sanction imposed twice for same issue and involved such actions for multiple incidences of same action;*

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STANDARD SUBMISSION REQUIREMENTS AND  
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- (d) 2 points if sanction imposed twice for multiple incidences of same action across multiple contracts;*
- (e) 1 point if sanctions imposed more than twice but fewer than five (5) times for the same issue(s);*
- (f) 0 points if performance falls below above limit.*

**SRC #23: The respondent shall state whether, in the past seven (7) years, it has voluntarily terminated all or part of a contract for advanced data analytics or has had such a contract partially or fully terminated (with or without cause). If so, describe the contract, the month and year of the contract action, the reason(s) for the termination or withdrawal, the parties involved, and provide the address and telephone number of the client/other party. If the contract was terminated based on the respondent's performance, describe any corrective action taken to prevent any future occurrence of the problem leading to the termination. Include information for the respondent as well as the respondent's affiliates and subsidiaries and its parent organization and the organization's affiliates and subsidiaries.**

Vendor Response:

*SRC #23 Evaluation Criteria:*

- 1. The extent to which the respondent or parent or subsidiary or affiliates have voluntarily terminated all or part of a contract.*
- 2. The extent to which the respondent or parent or subsidiary or affiliates have had contracts terminated due to performance.*

*Score: This section is worth a maximum of 10 raw points with each of the above components being worth a maximum of 5 points each.*

*For Item 1:*

- (a) 5 points for no voluntary termination of all or part of a contract;*
- (b) 0 points for any voluntary terminations/withdrawals.*

*For Item 2:*

- (a) 5 points for no involuntary terminations;*
- (b) 0 points for any involuntary termination based on performance.*

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## ATTACHMENT E-1 STANDARD SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

**SRC #24:** The respondent shall state whether there is any pending or recent (within the past seven [7] years) civil criminal or administrative litigation against the respondent (to include respondent's affiliates and subsidiaries and its parent organization and that organization's affiliates and subsidiaries. If there is pending or recent litigation involving a contract against the respondent, describe the contract that is being litigated, the damages being sought or awarded and the extent to which adverse judgment is/would be covered by insurance or reserves set aside for this purpose. Include any outcomes, deferred prosecution agreements (or agreements whose effect is the same) and settlement agreements. Also include any SEC filings discussing any pending or recent litigation. Respondent does not need to divulge workers' compensation litigation, tort litigation, real estate litigation, internal contractual litigation (including labor litigation), employment litigation if no EEOC cause finding (or state/local equivalent of cause finding).

Vendor Response:

*SRC #24 Evaluation Criteria:*

1. *The number of contracts in which litigation occurred that resulted in adverse outcome (e.g., money damages, findings of liability, settlement payment, deferred prosecution agreements, etc.).*
2. *The amount of current litigation pending against the respondent.*
3. *The extent to which actual and anticipated judgments are not covered by insurance or reserves.*
4. *The extent to which actual and anticipated litigation involves allegations of criminal misconduct (defined as a dereliction of duty or unlawful or improper behavior) as described in the complaint or other documents filed in the case.*

*Score: This section is worth a maximum of 20 raw points with each of the above components being worth a maximum of 5 points each.*

*For Item 1:*

- (a) 5 points if no litigation, or if litigation did not result in any adverse outcomes;*
- (b) 4 points if one (1) case with an adverse outcome;*
- (c) 3 points if two (2) cases with an adverse outcome each;*
- (d) 2 points if five (5) or fewer cases with an adverse outcome;*
- (e) 1 point if more than five (5) but fewer than eight (8) cases with an adverse outcome with more than two (2) contracts;*
- (f) 0 points if multiple litigation with multiple contracts.*

*For Item 2:*

- (a) 5 points if no pending cases;*
- (b) 3 points if fewer than five (5) pending cases;*

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*(c) 0 points if five (5) or more pending cases.*

*For Item 3:*

- (a) 5 points if no litigation;*
- (b) 4 points if sought or awarded damages covered by insurance or reserves;*
- (c) 0 points if not covered.*

*For Item 4:*

- (a) 5 points if no criminal litigation that resulted in an adverse outcome;*
- (b) 0 points if completed litigation involved criminal or intentional misconduct that resulted in an adverse outcome.*

**SRC #25: The respondent shall state whether it is currently or has recently (within the past seven [7] years) been the subject of a criminal or civil investigation by a state or federal agency. If yes, provide an explanation with relevant details and the outcome, if applicable. If the outcome was against the respondent, respondent shall provide the corrective action plan implemented to prevent such future offenses. The respondent shall include information for the respondent as well as the respondent's affiliates and subsidiaries and its parent organization and that organization's affiliates and subsidiaries. Respondents are not required to include information regarding EEO investigations that did not result in a cause finding, unless those investigations are ongoing.**

Vendor Response:

*SRC #25 Evaluation Criteria:*

- 1. The number of criminal or civil (non-criminal) investigations by any governmental agency or component thereof; investigations of the parent, affiliates, subsidiaries or respondent resulting in an adverse determination, to be defined as a civil or administrative sanction, fine, or penalty or criminal conduct which resulted in an adjudication or withhold of adjudication following a plea agreement or trial.*
- 2. The number of criminal or civil (non-criminal) investigations by any governmental agency or component thereof; investigations of the parent, affiliates, subsidiaries or respondent resulting in an adverse determination, to be defined as a civil or administrative sanction, fine, or penalty or criminal conduct which resulted in an adjudication or withhold of adjudication following a plea agreement or trial.*
- 3. The extent to which the corrective action plan effectively addressed the issue resulting in an adverse determination.*
- 4. The extent to which the respondent, subsidiaries, affiliates or parent is currently under investigation by any law enforcement agency, any governmental agency or component thereof, that will not be resolved prior to the award of the contract resulting from this ITN.*

## **ATTACHMENT E-1 STANDARD SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS**

*Score: This section is worth a maximum of 20 raw points with each of the above components being worth a maximum of 5 points each.*

*For Item 1:*

- (a) 5 points for none;*
- (b) 4 points for one (1);*
- (c) 3 points for two (2) not involving respondent directly;*
- (d) 2 points for two (2) that included respondent;*
- (e) 0 for any exceeding above limits.*

*For Item 2:*

- (a) 5 points if no investigations or no adverse determinations;*
- (b) 0 points for any other set of circumstances.*

*For Item 3:*

- (a) 5 points for no investigation or corrective action plan that addressed all deficiencies;*
- (b) 0 points for no or no effective corrective action plan.*

*For Item 4:*

- (a) 5 points for no known, ongoing investigations;*
- (b) 4 points for one (1);*
- (c) 0 points for any more than one (1).*

### **Category 5: Quality Assurance**

**SRC #26: The respondent shall describe its internal quality assurance policies and procedures including how the respondent will conduct quality assessment and internal review of work performed by employees and any subcontractors assigned to this project; a description of the process for resolving problems, including each position title involved in this process and target timeframes for response and how performance improvement will be achieved.**

Vendor Response:

SRC #26 Evaluation Criteria:

1. The extent to which the respondent describes how it ensures that quality improvement is incorporated into operations.
2. The extent to which the respondent provides examples of quality improvement projects.
3. The adequacy of respondent's process for resolving problems.

*Score: This section is worth a maximum of 15 raw points with each of the above components being worth a maximum of 5 points each.*



# ATTACHMENT E-1 STANDARD SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

## **Category 6: Staffing**

**SRC #27:** The respondent shall describe how it will staff the project including the qualifications and experience of its proposed staff. This shall include an organization chart that identifies key staff by name, if known, position title and proposed staffing levels; a description of key staff positions, including the decision-making authority and the percentage of time each key staff will spend on the project; the plan for ensuring the contract manager is available to meet with Agency staff both in person and by conference call; a description of which key staff positions will be filled by a current respondent employee and which will need to be filled; resumes for the proposed contract manager and project manager, as well as any other key staff position identified by the respondent and a description of the respondent's plan for using subcontractors, if any.

Vendor Response:

*SRC #27 Evaluation Criteria:*

- 1. The extent to which each position description demonstrates an appropriate amount of training and experience.*
- 2. The extent to which the organization chart indicates appropriate spans of control and number of staff adequate to fulfill the contract.*

*Score: This section is worth a maximum of 10 raw points with each of the above components being worth a maximum of 5 points each.*

## **Category 7: Information Technology**

**SRC #28:** The respondent shall describe in detail, including a flow chart, how its advanced data analysis program will integrate with the Agency's Florida Medicaid Management Information System (FMMIS), the encounter data system, Office of Medicaid Program Integrity's case management system, and the special investigations programs of Medicaid's managed care organizations.

Vendor Response:

*SRC #28 Evaluation Criteria:*

- 1. The Respondent's capability to integrate systems across departments.*
- 2. The extent of respondent's system integration limitations.*
- 3. The extent to which changes in one system are reflected in other systems (automatically vs. manually).*

## **ATTACHMENT E-1 STANDARD SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS**

*Score: This section is worth a maximum of 15 raw points with each of the above components being worth a maximum of 5 points each.*

**SRC #29: The respondent shall describe the hardware and software requirements of its solution, its experience in use of these tools and how it will ensure the solution is updated and consistent for all users.**

Vendor Response:

*SRC #29 Evaluation Criteria:*

- 1. Completeness of the hardware and software requirements description.*
- 2. The extent of respondent's experience in use of the proposed software and hardware.*
- 3. The extent to which the respondent demonstrates capacity to ensure solution is updated and consistent for all users.*

*Score: This section is worth a maximum of 15 raw points with each of the above components being worth a maximum of 5 points each.*

**SRC #30: The respondent shall describe its disaster recovery plan including backup strategy, description of how and where backups are to be maintained, and how the state will be notified of problems and proposed resolution.**

Vendor Response:

*SRC #30 Evaluation Criteria:*

- 1. Adequacy of respondent's disaster recovery plan.*

*Score: This section is worth a maximum of 5 raw points with each of the above components being worth a maximum of 5 points each.*

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## **ATTACHMENT E-1 STANDARD SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS**

**SRC #31:** The respondent shall describe in detail how it will ensure compliance with federal and state security and confidentiality requirements.

Vendor Response:

*SRC #31 Evaluation Criteria:*

- 1. The completeness of the demonstration of understanding of security and confidentiality requirements.*
- 2. The adequacy of the vendor's description of encryption strategies and how it will prevent unauthorized use of data.*

*Score: This section is worth a maximum of 10 raw points with each of the above components being worth a maximum of 5 points each.*

**SRC #32:** The respondent shall describe how it will migrate data from existing database(s) to its proposed database beginning with pre migration preparation, the migration itself, post-migration cleanup and migration back to the state or another vendor and/or disposal of data at the end of the contract.

Vendor Response:

*SRC #32 Evaluation Criteria:*

- 1. The completeness of the data migration plan.*

*Score: This section is worth a maximum of 5 raw points with each of the above components being worth a maximum of 5 points each.*

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**ATTACHMENT E-1  
STANDARD SUBMISSION REQUIREMENTS AND  
EVALUATION CRITERIA COMPONENTS**

**Category 8: Reporting**

**SRC #33: The respondent shall describe how it will meet all reporting requirements and deadlines required in the contract including how the tasks will be identified, tracked, analyzed and submitted to the Agency; how the respondent will ensure that pertinent information is reported accurately and timely; and which staff will be responsible for completing reports and the oversight or review that will be conducted by management.**

Vendor Response:

*SRC #33 Evaluation Criteria:*

- 1. The adequacy of the description of how reporting requirements and deadlines will be met.*
- 2. How tasks will be identified, tracked, analyzed and submitted to the Agency.*
- 3. How accuracy and timeliness are maintained.*
- 4. Who will be responsible for completing reports.*
- 5. What oversight/review will be done by management.*

*Score: This section is worth a maximum of 25 raw points with each of the above components being worth a maximum of 5 points each.*

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# ATTACHMENT F

## PAST PERFORMANCE - CLIENT REFERENCE FORM

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

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On the following pages, the respondent shall provide the information indicated for 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.

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 review its records to identify all contracts that the respondent has undertaken with AHCA as the prime vendor since **February 5, 2009**. In the event the respondent has performed work as a prime vendor for AHCA within the timeframe specified above, AHCA will attempt to contact one (1) AHCA reference and two (2) Non-AHCA references from those provided by the respondent to complete the Evaluation Questionnaire for Past Performance.

In the event that the respondent has not performed work as a prime vendor for AHCA within the time-frame specified above, AHCA will attempt to contact three (3) client references provided by the respondent to complete the Evaluation Questionnaire for Past Performance. The total number of clients contacted (AHCA and Non-AHCA) to complete an Evaluation Questionnaire for Past Performance for any response will be three (3).

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

**Additionally, 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(24), Florida Statutes.**

**NON-AHCA CLIENT #1**

**Vendor's Name:**

**Client's Name:**

**Address:**

**Primary Contact Person:**

**Alternate Contact Person:**

**Primary Phone Number:**

**Alternate Phone Number:**

**Primary Fax Number:**

**Alternate Fax Number:**

**Contract Performance Period:**

**Location of Services:**

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

**NON-AHCA CLIENT #2**

**Vendor's Name:**

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**Client's Name:**

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**Address:**

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**Primary Contact Person:**

**Alternate Contact Person:**

**Primary Phone Number:**

**Alternate Phone Number:**

**Primary Fax Number:**

**Alternate Fax Number:**

**Contract Performance Period:**

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**Location of Services:**

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

**NON-AHCA CLIENT #3**

**Vendor's Name:**

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**Client's Name:**

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**Address:**

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**Primary Contact Person:**

**Alternate Contact Person:**

**Primary Phone Number:**

**Alternate Phone Number:**

**Primary Fax Number:**

**Alternate Fax Number:**

**Contract Performance Period:**

---

**Location of Services:**

---

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



## Evaluation Questionnaire for Past Performance

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

**Client's Name:** \_\_\_\_\_

**Primary Contact Person:** \_\_\_\_\_

**Alternate Contact Person:** \_\_\_\_\_

**Primary Phone Number:** \_\_\_\_\_

**Alternate Phone Number:** \_\_\_\_\_

**Primary Fax Number:** \_\_\_\_\_

**Alternate Fax Number:** \_\_\_\_\_

The following questions will be asked of three (3) references, as indicated in Section C.39.B:

	<b>Score</b>
1. Briefly describe the services, and the dates of 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. How would you rate the vendor's contract implementation from the perspective of the provider community? Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	
15. Did the vendor process all authorization requests in accordance with established procedures/guidelines? Yes=3; No=0	
16. Did the vendor process appeals and/or reconsideration requests in accordance with established procedures/guidelines? Yes=3; No=0	
17. Was the vendor proactive in developing/recommending improvements for increasing the efficiency of processes? Yes=3; No=0	
18. 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 ITN.
  
- 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, Section C.41.

---

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 seven (7) 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:**

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## 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)

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# 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

Agency 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.

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### 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**

**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:**

- A. Where indicated in Table A below, the Respondent shall propose a fixed price to complete all design, development and implementation deliverables and provide Year One System Support.
- B. Where indicated in Table B below, the Respondent shall propose a fixed annual cost for System Support for Years Two through Four.
- C. The Respondent must include the required detailed budgets (**Attachments J-1 and J-2**) with this Cost Proposal (**Attachment J**), to justify and explain its proposed deliverable costs and each of its proposed annual system support costs.

TABLE A Design, Development, and Implementation and Year One System Support	
Proposed Fixed Price to Design, Develop and Implementation and Year One System Support	\$ _____

TABLE B Years Two, Three and Four System Support	
Proposed Fixed Annual System Support Cost for Year Two (FY 2014-2015)	\$ _____
Proposed Fixed Annual System Support Cost for Year Three (FY 2015-2016)	\$ _____
Proposed Fixed Annual System Support Cost for Year Four (FY 2016-2017)	\$ _____

\_\_\_\_\_  
Respondent Name

\_\_\_\_\_  
Name and Title of Respondent Representative

\_\_\_\_\_  
Signature of Respondent Representative

\_\_\_\_\_  
Date

**Note:**

- 1) The intent of this ITN is to solicit: a firm fixed price for completion of deliverables for system implementation and Year One System Support, and for fixed annual system support fees for any renewal period(s). The Agency will not agree to caveat language for pricing within Attachments J through J-2. Responses which include caveat language for pricing will be viewed as a conditional response and the Agency may reject the response at its sole discretion.
- 2) In the event the resulting contract is renewed, the costs outlined in Table B shall apply for the renewal period(s).

**ATTACHMENT J-1  
DETAILED BUDGET  
FOR DESIGN, DEVELOPMENT AND IMPLEMENTATION**

Description of Expenses	Project Implementation Plan	Phase 1 – Requirements Gathering	Phase 2 – Modifications / Construction	Template Configuration	Phase 3 – Testing	Phase 4 – Operation	Phase 5 – Training	Phase 6 – Implement	Phase 7 – Training and Maintenance	Final Report and Lessons Learned
<b>DIRECT PERSONNEL</b>										
Salaries										
Fringe Benefits										
Contracted Personnel										
Temporary Personnel										
<b>TOTAL DIRECT PERSONNEL</b>										
<b>OTHER DIRECT</b>										
Office Supplies										
Postage, Shipping, Fulfillment										
Software, hardware										
Equipment Rental/Purchase										
Office Rent (Occupancy)										
Printing/Graphics (Materials)										
Telephone Charges										
Professional Services										
Advertising										
Training, Licensing, Recruiting										
Legal, Taxes, Misc.										
Other Direct:										
<b>TOTAL OTHER DIRECT</b>										

**ATTACHMENT J-1  
DETAILED BUDGET  
FOR DESIGN, DEVELOPMENT AND IMPLEMENTATION**

Description of Expenses	Project Implementation Plan	Phase 1 – Requirements Gathering	Phase 2 – Modifications / Construction	Template Configuration	Phase 3 – Testing	Phase 4 – Operation	Phase 5 – Training	Phase 6 – Implement	Phase 7 – Training and Maintenance	Final Report and Lessons Learned
<b>CAPITAL</b>										
Telecommunications Equipment										
Computer Equipment										
Furniture										
Installation/ Construction										
Other Capital:										
<b>TOTAL CAPITAL</b>										
<b>INDIRECT</b>										
Overhead and Profit										
<b>TOTAL INDIRECT</b>										
<b>TOTAL PERSONNEL</b>										
<b>TOTAL DIRECT</b>										
<b>TOTAL CAPITAL</b>										
<b>TOTAL INDIRECT</b>										
<b>TOTAL EXPENSES PER UNIT COST</b>										

\_\_\_\_\_  
Respondent Name

\_\_\_\_\_  
Name and Title of Respondent Representative

\_\_\_\_\_  
Signature of Respondent Representative

\_\_\_\_\_  
Date

**ATTACHMENT J-2  
DETAILED BUDGET  
FOR YEARS TWO, THREE, AND FOUR SYSTEM SUPPORT**

Description of Expenses	Year Two Support (2014-2015)	Year Three Support (2015-2016)	Year Four Support (2016-2017)
<b>DIRECT PERSONNEL</b>			
Salaries			
Fringe Benefits			
Contracted Personnel			
Temporary Personnel			
<b>TOTAL DIRECT PERSONNEL</b>			
<b>OTHER DIRECT</b>			
Office Supplies			
Postage, Shipping, Fulfillment			
Software, Hardware			
Equipment Rental/Purchase			
Office Rent (Occupancy)			
Printing/Graphics (Materials)			
Telephone Charges			
Professional Services			
Advertising			
Training, Licensing, Recruiting			
Legal, Taxes, Misc.			
Other Direct:			
<b>TOTAL OTHER DIRECT</b>			
<b>CAPITAL</b>			
Telecommunications Equipment			
Computer Equipment			
Furniture			
Installation/ Construction			
Other Capital:			
<b>TOTAL CAPITAL</b>			
<b>INDIRECT</b>			
Overhead and Profit			
<b>TOTAL INDIRECT</b>			
<b>TOTAL PERSONNEL</b>			
<b>TOTAL DIRECT</b>			
<b>TOTAL CAPITAL</b>			
<b>TOTAL INDIRECT</b>			
<b>TOTAL EXPENSES PER UNIT COST</b>			

\_\_\_\_\_  
Respondent Name

\_\_\_\_\_  
Name and Title of Respondent Representative

\_\_\_\_\_  
Signature of Respondent Representative

\_\_\_\_\_  
Date

**ATTACHMENT K  
REQUIRED STATEMENTS**

**1) STATEMENT OF REQUIRED ADVANCED DATA ANALYTICS EXPERIENCE:**

a. I hereby certify that my company has \_\_\_\_\_ months experience in designing and developing advanced data analytics products; and/or,   
Number Months/Years

b. I hereby certify that my company's proposed subcontractor(s), if applicable, have \_\_\_\_\_ months experience in designing and developing advanced data analytics products.   
Number Months/Years

Names of Proposed Subcontractor(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2) STATEMENT OF REQUIRED ADVANCED FRAUD AND ABUSE DETECTION EXPERIENCE:**

a. I hereby certify that my company has \_\_\_\_\_ months experience in developing models that deal with advanced fraud and abuse detection; and/or,   
Number Months/Years

b. I hereby certify that my company's proposed subcontractor(s), if applicable, have \_\_\_\_\_ months experience in developing models that deal with advanced fraud and abuse detection.   
Number Months/Years

Names of Proposed Subcontractor(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3) STATEMENT OF SYSTEM DEMONSTRATION:**

I hereby certify that my company shall provide a demonstration of its proposed system(s) at a negotiation meeting, if scheduled, by the Agency.

**4) STATEMENT OF REQUIRED ASSISTANCE**

I hereby certify that my company shall assist the Agency in meeting the following seven (7) standards and conditions, pursuant to 42 CFR §433 Subpart C: Modularity Condition, MITA Condition, Industry Standards Condition, Leverage Condition, Business Results Condition, Reporting Condition and Interoperability Condition.

---

Name and Title of Authorized Official

---

Signature of Authorized Official

---

Date

**FAILURE TO SUBMIT ATTACHMENT K, REQUIRED STATEMENTS, SIGNED BY AN AUTHORIZED OFFICIAL, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE.**

**VENDORS ARE NOT AUTHORIZED TO MODIFY AND/OR MAKE CAVEAT STATEMENTS TO ATTACHMENT K, REQUIRED STATEMENTS. SUCH ACTIONS WILL RESULT IN REJECTION OF THE VENDOR'S RESPONSE.**

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**ATTACHMENT L  
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: \_\_\_\_\_



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.

- 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).

## ATTACHMENT N

### AHCA ITN 004-13/14 - Questions and Answers Medicaid Program Integrity Advanced Data Analytics System

Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
1	Raytheon Visual Analytics, Inc.	October 11, 2013	1		Recognizing that the PDF is the record copy, could you post and open version that is in Word or in an unprotected version of PDF?	The forms that are required to be submitted in response to the ITN are available in Word version at: <a href="http://ahca.myflorida.com/Procurements/index.shtml">http://ahca.myflorida.com/Procurements/index.shtml</a>
2	Smart It Pros	October 14, 2013	1		What is your current system and it's technology?	The Agency does not have a data analytics system.
3	Smart It Pros	October 14, 2013	2		Is there an allocated budget for this opp?	\$3 million appropriation; See Attachment D-1, Revised Scope of Services, Section D.2, Purpose.
4	Smart It Pros	October 14, 2013	3		What are your pain points? Inefficiency, losing revenue, can save money, Compliance issues etc...	The Agency does not understand the question.
5	Smart It Pros	October 14, 2013	4		Is there a clear time frame of when they want to evaluate and purchase	See Attachment C, Special Conditions, Section C.6, Solicitation Timeline.
6	Smart It Pros	October 14, 2013	5		What is the project scope- License and services- How many users would it be considered?	The Agency is seeking a secure interface in order to receive vendor leads and to submit requests (i.e., Ad Hoc Reports); Access will be limited to investigators/auditors within the Agency as well as select groups from other State Agencies.
7	Smart It Pros	October 14, 2013	6		Do you have specific software in thoughts or consideration?	No.

## ATTACHMENT N

### AHCA ITN 004-13/14 - Questions and Answers Medicaid Program Integrity Advanced Data Analytics System

Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
8	Adams Street Advocates LLC	October 16, 2013	1		Per this ITN, there will be a case management ITN released at some point. Can you provide me with a time frame for the release of that particular case management ITN?	The Agency is working to get the Case Management ITN released as soon as possible. Please continue to check the Vendor Bid System: <a href="http://www.myflorida.com/apps/vbs/vbs_www_main_menu">http://www.myflorida.com/apps/vbs/vbs_www_main_menu</a>
9	Optum	October 24, 2013	1	Below are listed two critical questions that relate to the formatting and production of an Offerors proposal response. Optum will be submitting additional substantive questions related to AHCA's requirements consistent with the October 28 deadline for question submission. However, we submit the attached questions now in the hopes that AHCA will post revised versions of the ITN documents as soon as possible and prior to November 12 when AHCA indicated that it intends to respond to vendor written inquires.	It appears the required Attachment documents E-1 through L which are in Word format are set up to allow respondents to type in narrative responses, but not to paste items into the response, such as graphics. This capability is needed to insert items like organization charts, report examples, or screen prints. Can AHCA please provide a version of the Attachments that will allow graphics to be inserted into the document?	The forms that are required to be submitted in response to the ITN are available in Word version at: <a href="http://ahca.myflorida.com/Procurements/index.shtml">http://ahca.myflorida.com/Procurements/index.shtml</a> For Attachment E-1, responses must be submitted in the spaces labeled "Vendor Response". The limit per SRC response is 1000 characters. Any additional information, including graphics, can be created as separate documents, and referenced in the SRC response. Each additional document must also be tabbed with the corresponding SRC number.

## ATTACHMENT N

### AHCA ITN 004-13/14 - Questions and Answers Medicaid Program Integrity Advanced Data Analytics System

Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
10	Optum	October 24, 2013	2		The Adobe PDF version of the RFP as issued is password protected. This prevents vendors from copying and pasting requirements from the RFP to internal proposal preparation documents. Will the state issue a version of the RFP that is not so strictly protected so that vendors may copy/paste RFP text when needed?	No. The Agency does not supply versions of solicitations that are not password protected. The forms that are required to be submitted in response to the ITN are available in Word version at: <a href="http://ahca.myflorida.com/Procurements/index.shtml">http://ahca.myflorida.com/Procurements/index.shtml</a>
11	Verizon Enterprise Solutions	October 25, 2013	1		Thank you for the opportunity to respond to the above mentioned subject item. Verizon is diligently working towards preparing its response, however we are requesting an extension of the deadline for submitting responses for an additional two weeks from December 02 to December 16, 2013.	The deadline for receipt of responses will not be extended at this time.
12	Palantir Technologies	October 25, 2013	1		I have a question about the format of the responses to Attachment E-1 for the upcoming ITN 004-13/14 for a Medicaid Program Integrity Advanced Data Analytics System. Must vendors use the format in the attached document—i.e., copy and paste the contents of each question, then respond in the "Vendor Response" space—or can we use our own format?	Responses must be submitted on the required Attachment E-1, in the spaces labeled "Vendor Response". The limit per SRC response is 1000 characters. Any additional information, including graphics, can be created as separate documents, and referenced in the SRC response. Each additional document must also be tabbed with the corresponding SRC number.

## ATTACHMENT N

### AHCA ITN 004-13/14 - Questions and Answers Medicaid Program Integrity Advanced Data Analytics System

Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
13	IBM	October 28, 2013	1		Please clarify if the scope of services is applicable to Fee for Services (FFS), Managed Care (MCO) or both.	The scope of services is applicable to both FFS and MCO.
14	IBM	October 28, 2013	2		If the answer to #1 is both: a. will the same data elements be available for both FFS and MCO b. does the claim data reside in a single consolidated datawarehouse, If it does not, provide a description of where the data resides. c. If MCO is in scope, will the data from different MCO's be provided in a consistent format?	a. Unknown. b. Yes. c. Yes.
15	IBM	October 28, 2013	3		Please clarify what the different roles/bureaus are within the agency (and other state agencies/departments if applicable) that will be utilizing/accessing the fraud solution, and in what manner you expect they will utilize it?	The fraud solution will be utilized/accessed by the Agency's Division of Health Quality Assurance (licensing) and the Division of Medicaid. Additionally, the Department of Children & Families, Benefits Integrity Unit, the Agency for Persons with Disabilities, and any other agency that administers public health benefits programs. All users would utilize to access vendor reports/results and to make Ad Hoc requests.
16	IBM	October 28, 2013	4		What is the estimated volume of records per month, both for fee-for-service and encounter data?	Approximately 15 million FFS and 6 million encounter as of September 2013.

## ATTACHMENT N

### AHCA ITN 004-13/14 - Questions and Answers Medicaid Program Integrity Advanced Data Analytics System

Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
17	IBM	October 28, 2013	5	Att D, D1, Background	Per the ITN, FMMIS provides a complete fraud and abuse solution. Is ACHA willing to share the historical results of the fraud detected, including the known non-fraud results, to the awarded vendor for purposes of refining and optimizing the solution?	No.
18	IBM	October 28, 2013	6	Att C.39/ F Innovation Concepts	Please clarify where the response to Innovative Concepts should be included in the response document.	The innovative concepts shall be labeled and tabbed separately.
19	IBM	October 28, 2013	7	Att C.39/ F Innovation Concepts	Please provide the maximum point value for this part of a response.	The Agency will not evaluate Innovative Concepts as part of the evaluation process. See Attachment C, Special Conditions, Section C.39, General Instructions for Response Preparation and Submission, Item F, Innovative Concepts.
20	IBM	October 28, 2013	8	C22 – Venue	The contract must be delivered within the State of FL; can the data reside outside FL?	Yes.
21	IBM	October 28, 2013	9	Att D, D4, #9b	Please provide the requirements for the integration expected with your case management system.	The Agency expects integration to be a transfer of data from the case management system to the vendor. The specifications for the case management system have not been determined at this time. See Attachment D-1, Revised Scope of Services, Section D.4, Services to be Provided by the Vendor, Item 9.

## ATTACHMENT N

### AHCA ITN 004-13/14 - Questions and Answers Medicaid Program Integrity Advanced Data Analytics System

Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
22	IBM	October 28, 2013	10	Att D, D4, # 4 & #17	Final implementation plan must be submitted no later than 15 days following execution of the contract; however in Table 1, Deliverable Schedule, the Requirements Gathering Deliverables is due no later than 20 business days after contract. Please confirm if the expectation is that the vendor will be performing the services based on the preliminary plan submitted with the response for 15 days (or sooner based on the vendor's plan).	See Attachment D-1, Revised Scope of Services, Section D.4, Services to be Provided by the Vendor. The Vendor is expected to perform the services based on the Revised Scope of Services.
23	IBM	October 28, 2013	11	Att D-1, D4, #18	Please provide clarifying examples of the system maintenance and connectivity ACHA expects to request of the vendor 'ad-hoc' (as requested).	The Agency expects the portal to be available to receive Ad Hoc requests at least 95% of the time with no more than 5% downtime.
24	IBM	October 28, 2013	12	Att D-1, D4, #19, Table 1	Is ACHA willing to negotiation a proposed plan with a deliverable due date schedule that exceeds the 'no later than' for one or more deliverables, but still meets the 6 mo implementation schedule?	Yes.
25	IBM	October 28, 2013	13	Att D-1, D4, #19, Table 1	Is our interpretation of the Deliverable table correct that Testing will be completed at the mid-point of the implementation?	See Attachment D-1, Revised Scope of Services, Section D.4, Services to be Provided by the Vendor.

## ATTACHMENT N

### AHCA ITN 004-13/14 - Questions and Answers Medicaid Program Integrity Advanced Data Analytics System

Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
26	IBM	October 28, 2013	14	Att D1, D8, Data Transmission & Security #3	What encryption software does ACHA utilize?	The Agency uses Cisco Ironport for email encryption but would prefer a transport layer solution rather than a client based solution. SSL Encryption on any hosted website. SFTP for data transmissions.
27	IBM	October 28, 2013	15	Att D-1, D8, Data Migration #4	Please provide the # of existing databases that are expected to be migrated and a brief description of each.	The Agency will provide a copy of shared existing data as requested by the vendor from the Agency as well as other sources stated in the ITN.
28	IBM	October 28, 2013	16	Att D-1, D9 Reporting, #3	Is ACHA willing to waive the requirement of 'within 10 days' and jointly compose a timeline of due dates of ad-hoc reports that is more tailored to the project requirements and milestones?	See Attachment D-1, Revised Scope of Services, Section D.9, Reporting, Item 3.
29	IBM	October 28, 2013	17	Addendum 1	Addendum 1 removed the requirement for the demo, however Attachment K requires certification for performing a demo – please clarify if the opportunity for a vendor demo will be a part of the selection process.	Yes, per Attachment K, Required Statements, respondents shall provide a demonstration of its proposed system(s) at a negotiation meeting, if scheduled, by the Agency.



## ATTACHMENT N

### AHCA ITN 004-13/14 - Questions and Answers Medicaid Program Integrity Advanced Data Analytics System

Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
30	IBM	October 28, 2013	18	Att J, Cost Proposal	Your required pricing structure is unique for a State agency. The requirement for a fixed price in addition to unit price are conflicting accounting structures. Could you please describe your justification for this ask and clarify your reasoning behind deconstructed pricing?	The Attachments J-1 and J-2, Detailed Budgets, will not be evaluated and is just being submitted as backup documentation.
31	IBM	October 28, 2013	19	Att J, Cost Proposal	Is AHCA willing to accept alternative pricing illustrations consistent with both federal and state requirements to meet the Agency's needs?	The Vendor is required to submit Attachments J through J-2 with the original response (see Attachment C, Special Conditions, Section C.39, General Instructions for Response Preparation and Submission, Item D., Cost Proposal).
32	IBM	October 28, 2013	20	Att J, Cost Proposal	Attachment J asks for breakout of bottom line fixed prices into many component parts, including profit. Respondents who are highly qualified vendors who service clients who are both commercial and government providers may not be able to disclose this proprietary cost information due to accounting practices. Is the Agency willing to file an addendum to the ITN modifying Attachment J to require only Total Expenses Per Unit Cost, thus allowing the Agency to still perform a price comparison amongst all ITN respondents and other data sources to determine price reasonableness?	No. Attachments J-1 and J-2, Detailed Budgets, will not be evaluated and is just being submitted as backup documentation.

## ATTACHMENT N

### AHCA ITN 004-13/14 - Questions and Answers Medicaid Program Integrity Advanced Data Analytics System

Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
33	IBM	October 28, 2013	21	T&C's	Some of the terms and conditions are vendor onerous and may be of a higher risk to some companies as written. This could create an unfair advantage in some situations. Is the agency willing to discuss such terms as Indemnification, IP ownership, Insurance, and Liquidated Damages to make them more relevant to the services being delivered?	Terms and conditions listed in Attachments A, B, C and H are standard language and cannot be changed.
34	IBM	October 28, 2013	22	Att D-1, D4, #1	Please confirm that data "uploaded to the vendor" would be performed by ACHA staff, not the vendor.	The Agency will make the data available to the vendor through the portal or other secure interface.

## ATTACHMENT N

### AHCA ITN 004-13/14 - Questions and Answers Medicaid Program Integrity Advanced Data Analytics System

Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
35	IBM	October 28, 2013	23	Att D-1, D4, #3	<p>a. Please provide clarifying information as to indicate which of the data sources listed under this requirement are currently available (from a data sharing perspective) to AHCA?</p> <p>b. Please confirm that AHCA will be providing these data sources to the vendor.</p> <p>c. Can you confirm which would require a data sharing agreement between AHCA and the data owner?</p> <p>d. If data dictionaries are available for each of the data sources, can they be provided with the answers that the Agency will provide as part of Q&amp;A? Please provide any additional information about the data sources listed under this requirement, including volumes, data dictionaries, and anticipated refresh frequency.</p>	<p>a. DSS/FMMIS PNV DOH Licensure data SunBiz</p> <p>b. No</p> <p>c. To be determined</p> <p>d. No</p>
36	IBM	October 28, 2013	24	Att D-1, D4, #4	<p>The requirement states that the meetings must begin within 20 days after the execution of the contract. Table 1 of D-1, D4, #19 does not indicate the meetings must begin within 20 days. Please clarify whether each of the elements within this table must commence prior to the established time period, or must be completed within the prescribed time periods.</p>	<p>The Agency does not understand the question. Attachment D-1, Revised Scope of Services, Section D.4, Services to be Provided by the Vendor, Item 19., DOES indicate within 20 business days.</p>

## ATTACHMENT N

### AHCA ITN 004-13/14 - Questions and Answers Medicaid Program Integrity Advanced Data Analytics System

Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
37	IBM	October 28, 2013	25	Att D-1, D4, #8	Please clarify whether AHCA, or another State of Florida department, will provide the data listed in this requirement to the vendor.	To be determined for data outside of DSS/FMMIS.
38	IBM	October 28, 2013	26	Att D-1, D4, #8	This requirement refers to "IRS, Medicare, Medicaid" data to be integrated. Please provide clarification as to the type of data.	Using an additional data source to provide the Agency with leads.
39	TM Strategic Consulting	October 28, 2013	1		The ITN lists the order of precedence for the contract in Section 4 of Attachment A. "Technical Specifications" is listed as the section that has the highest order of precedence. What part or parts of the ITN constitutes "Technical Specifications"?	Attachment D-1, Revised Scope of Services.
40	TM Strategic Consulting	October 28, 2013	2		The ITN requires vendors to "... submit annual financial audits to the Agency within thirty (30) days of receipt" (Attachment C, C.24). Within thirty days of receipt of what? By whom?	Within thirty (30) days of receipt of the audit, by the Vendor.

## ATTACHMENT N

### AHCA ITN 004-13/14 - Questions and Answers Medicaid Program Integrity Advanced Data Analytics System

Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
41	TM Strategic Consulting	October 28, 2013	3		<p>The ITN and Florida law describe conflict-of-interest and public integrity requirements in multiple sections. Through October 2013, Amanda Huston was employed by the Department of Children and Families (DCF) as the Public Benefits Integrity Director. In this role, and because of the close collaboration between AHCA and DCF, it is likely that she had influence over and knowledge of the specifications contained in the ITN. According to her LinkedIn profile and a corporate press release, Ms. Huston has left state government and taken a position with a vendor that has expressed interest in responding to the ITN. Could AHCA confirm Ms. Huston's role at DCF, describe her contributions/influence on the ITN (including any site visits that included contact with vendors), and describe what limitations she and her current employer have in responding to the ITN (as both a prime contractor and a subcontractor)?</p>	<p>It is the responsibility of respondents to ensure that they do not have a conflict of interest. If the Agency identifies a response that has a conflict of interest that cannot be resolved, the response will not be awarded.</p>
42	TM Strategic Consulting	October 28, 2013	4		<p>Section D.8, Requirement 3 says "The Vendor shall use the Agency's encryption software when corresponding with the Agency via electronic mail." Does this requirement apply to electronic mail communications that don't contain Protected Health Information (PHI)?</p>	Yes.

## ATTACHMENT N

### AHCA ITN 004-13/14 - Questions and Answers Medicaid Program Integrity Advanced Data Analytics System

Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
43	TM Strategic Consulting	October 28, 2013	5		Regarding the term “graph pattern analysis” as referenced in D.4 item 10 and SRC 9: Graph pattern analysis is a marketing term that is associated with a specific vendor/solution that serves the government fraud, waste, and abuse marketplace. Did AHCA intend for graph pattern analysis to be a generic term to describe a broad set of analytical methods that the Agency would like to see in vendor proposals?	The Agency defines graph pattern analysis as an analytic approach based upon a technique known as graph pattern matching, the definition of which is widely available from a variety of publicly available sources. Generally, it is the process of analyzing graph structured data to uncover important properties, patterns and anomalies so that they are easily recognizable. The Agency defines link analysis as a technique to identify and evaluate relationships between various types of objects including people, organizations and transactions.
44	Truven Health Analytics	October 28, 2013	1	Attachment C, Section C.6, Solicitation Timeline	Would the State consider answering questions prior to November 12? Given that proposals are due the Monday after Thanksgiving, bidders must finish their proposals by approximately November 22. The November 12 answer date gives the bidders only 10 days to change their solutions and re-write their proposals to reflect the new information in the State’s responses.	No.

## ATTACHMENT N

### AHCA ITN 004-13/14 - Questions and Answers Medicaid Program Integrity Advanced Data Analytics System

Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
45	Truven Health Analytics	October 28, 2013	2	Attachment C, Section C.17, Type of Contract Contemplated and Attachment H	Due to the nature of the solution the State seeks, commercial-off-the-shelf (COTS) software tools may be proposed that have licensing terms. Federal regulations (45 CFR 95.617 and FAR 12.212) give the states permission to license COTS software using the standard terms and conditions that the COTS supplier customarily provides to the public. During contract negotiations, will the state allow the addition of these terms to the Attachment H Standard Contract? If so, how should the required certification in Attachment G be handled? Can we make a note that we accept the terms and conditions pending the addition of COTS licensing terms?	Attachment H contains Agency standard language for all contracts and cannot be changed. Additional information regarding terms and conditions specific to COTS software tools may be included in the final contract as an additional attachment. Attachment G cannot include caveats or will be considered non-responsive (see Attachment C, Special Conditions, Section C.14, Required Certifications).
46	Truven Health Analytics	October 28, 2013	3	Attachment D-1, Section D.2, Purpose	The ITN indicates that the legislature made a one-time appropriation of \$3 million. What is the period of time over which that funding is available – just the base year (Section C.19) or across the base and option years (three)?	Just the base year.

## ATTACHMENT N

### AHCA ITN 004-13/14 - Questions and Answers Medicaid Program Integrity Advanced Data Analytics System

Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
47	Truven Health Analytics	October 28, 2013	4	Attachment D-1, Section D.3.1	The RFP states that the Agency will “Provide the successful respondent access to the FMMIS and DSS... “ We assume that the Agency will cause the FMMIS and DSS contractor to make electronic data feeds available to the analytic contractor. We also assume that the feeds will be standard MMIS data extracts for professional claims/encounters, facility claims/encounters, eligibility files, pharmacy claims/encounters, and that these extracts will be in uniform formats over time. Is that assumption correct? If not, will the Agency describe the nature of the data we will receive and the formats in which it will be provided?	Yes, the assumption is correct.
48	Truven Health Analytics	October 28, 2013	5	Attachment D-1, Section D.5, Minimum Qualifications	We noted that the requirement for a system demonstration was dropped in the revised Attachment D/D-1. However, the requirement remains listed in Attachment C, Section C.40 along with Attachment K. Will Attachments C and K be amended to remove this requirement?	No, per Attachment K, Required Statements, respondents shall provide a demonstration of its proposed system(s) at a negotiation meeting, if scheduled, by the Agency.
49	Truven Health Analytics	October 28, 2013	6	Attachment D-1, D.8.3, 4th paragraph	Would the state provide the name of the encryption software that you require us to use for email communications?	The Agency uses Cisco Ironport for email encryption but would prefer a transport layer solution rather than a client based solution. SSL Encryption on any hosted website. SFTP for data transmissions.



## ATTACHMENT N

### AHCA ITN 004-13/14 - Questions and Answers Medicaid Program Integrity Advanced Data Analytics System

Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
50	Truven Health Analytics	October 28, 2013	7	Attachment D-1, Section D.10, Performance Standards and Liquidated Damages, Table 2, row 1	In row 1, the Liquidated Damages are stated as "One percent (1%) of the total payment amount per incident per day beyond the due date of the deliverable/completed phase." Will the Agency clarify the meaning of the term "total payment"?	The amount due to be paid to the Vendor for the specific deliverable.
51	Truven Health Analytics	October 28, 2013	8	Attachment E-1	Will you provide guidance as to how many words or characters are available for the responses in Attachment E-1? Additionally, can graphics be pasted within this document? It is difficult to tell due to the locked nature of the document.	The limit per SRC response is 1000 characters. Any additional information, including graphics, can be created as separate documents, and referenced in the SRC response. Each additional document must also be tabbed with the corresponding SRC number.
52	Truven Health Analytics	October 28, 2013	9	Attachment M, Standard 5.2 - Encryption Requirement (While in Transit)	Please expand on your definition of a network being "under positive state control" when the solution you are seeking will be an ASP/hosted solution by the vendor. Is encryption is required within our network?	Data should be encrypted for transmission only.
53	Truven Health Analytics	October 28, 2013	10	Attachment M, Standard 5.2, Directive 5.2.4	We assume that this directive does not apply to vendors as it appears to only apply to "Outgoing AHCA exchange email ...". Please confirm that this assumption is correct.	Yes.

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
54	Truven Health Analytics	October 28, 2013	11	(General)	Does the State intend for this system to analyze data from the AHCA managed care organizations as well as fee-for-service programs? If so, will the managed care encounter data be provided by the MMIS fiscal agent or directly by the managed care organizations?	Yes. The data will be provided by the Agency.
55	Truven Health Analytics	October 28, 2013	12	(General)	If the State wants the system to analyze data from the managed care organizations, what is the quality of the encounter data? Has the State deemed it to be complete and accurate over a given period of time?	The encounter data will be consistent as it will be provided by the Agency.
56	Truven Health Analytics	October 28, 2013	13	(General)	What is the total number of unique users anticipated to use the system? Please indicate how many will be non-State employees, if any. This information is needed in order to scale the hardware and support for the system.	The Agency is seeking a secure interface in order to receive vendor leads and to submit requests (i.e., Ad Hoc Reports); Access will be limited to investigators/auditors within the Agency as well as select groups from other State Agencies.
57	Truven Health Analytics	October 28, 2013	14	(General)	Of the total number of users cited in the answer to the previous question, how many concurrent users will there be at any given time?	The Agency expects the solution to include website/portal access for the staff mentioned above as a means to securely transmit requests for Ad Hoc reports and to download vendor reports/results.

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### AHCA ITN 004-13/14 - Questions and Answers Medicaid Program Integrity Advanced Data Analytics System

Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
58	Truven Health Analytics	October 28, 2013	15	(General)	Please indicate the desired frequency of database updates (refreshes).	The Agency is willing to consider vendor input as to the frequency of unique database refreshes for the best desired results.
59	HP Enterprise Services, LLC	October 28, 2013	1	Attachment B, section 4b - Att B, 1 of 7: 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.	Please confirm whether this Most Favored Customer clause of PUR1000 will be excluded from this particular contract, in that the ITN deals with unique services and deliverables, rather than commodity products.	Attachments A and B are standard requirements, maintained by the Florida Department of Management Services, and cannot be changed.
60	HP Enterprise Services, LLC	October 28, 2013	2	C.19 Terms of Contract - Att C, 5 of 20: "The Agency anticipates full implementation to be completed within 4 months of execution of the resulting Contract."	The implementation duration specified in C.19 differs from other sections in the RFP, which state 6 months for implementation (such as Attachment D, item 16). Please confirm that 6 months is the accurate implementation window.	Per Attachment D-1, Revised Scope of Services, Section D.4, Services to be Provided by the Vendor, Item 19., Table 1, Deliverable Schedule, 8 <sup>th</sup> row, Implementation shall be complete no later than one hundred twenty (120) business days after execution of the Contract resulting from this ITN.

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
61	HP Enterprise Services, LLC	October 28, 2013	3	D.10 Performance Standards & Liquidated Damages, Item 1.b - Att D-1, 11 of 15: The Agency will impose upon the Vendor liquidated damages of \$500.00 to \$5,000.00 per incident per occurrence, depending upon the severity, if the Vendor inappropriately releases protected health information.	The penalty range in this requirement is quite broad. Can the State provide specifics as to how the actual amount of the penalty will be determined?	Attachment D-1, Revised Scope of Services, Section D.10, Performance Standards and Liquidated Damages, Item 1., General Liquidated Damages, is Agency standard language for all contracts and cannot be changed. As stated in sub-item b., the amount depends on the incident and severity.
62	HP Enterprise Services, LLC	October 28, 2013	4	D.4, items 3, 6, 8... - Att D-1, page 3: Various statements require the vendor to integrate to several state-owned data sources, as well as other state and federal data.	Please confirm whether AHCA will be responsible to secure any/all agency data agreements implied for access to the data sources mentioned, so that data loading/testing can begin in the prompt manner required in the RFP timeline.	AHCA will be responsible for Agency data. Any other data would need to be negotiated.
63	HP Enterprise Services, LLC	October 28, 2013	5	D.18 - Att D-1, page 5: "The Vendor shall provide system maintenance and connectivity, as requested by the Agency".	Please elaborate on particular requirements/expectations surrounding maintenance and connectivity, if not already articulated in section D.8, Information Technology.	We expect the portal to be available to receive Ad Hoc requests at least 95% of the time with no more than 5% downtime.
64	HP Enterprise Services, LLC	October 28, 2013	6	D.8, item 2 - Att D-1, page 9: "Vendor shall maintain a final, Agency approved disaster recovery plan..."	Please confirm that the vendor is not being requested to design and price in a Disaster Recovery solution, rather simply a DRP (since there are no references to a Recovery Time Objective (RTO) or Recovery Point Objective (RPO) in this section.	As this will be a completely vendor hosted solution with a website/portal available for Agency use for 95% of the time as mentioned above. The vendor should take the necessary precautions to ensure data availability.

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
65	HP Enterprise Services, LLC	October 28, 2013	7	Attachment B, item 22 - Att B, 4 of 7: 22. Termination for Convenience.	Please confirm that any early termination by the Customer would entitle the Contractor to recovery of reasonable shut down expenses.	No.
66	HP Enterprise Services, LLC	October 28, 2013	8	Attachment J-1, Detailed Budget - Page 2 of 2: Indirect - Overhead and Profit	Please explain the intent of including a row for "overhead and profit"	The detailed budget will not be evaluated and is just being submitted as backup documentation.
67	HP Enterprise Services, LLC	October 28, 2013	9	D.4.14 - Att D-1, page 4: Support Line	Please provide anticipated contact volume for the support line and the items/actions/functions to be performed by this team.	Unknown at this time, however the vendor should consider in the development of the website/portal that the more intuitive the design the less frequent the support line will be needed.
68	HP Enterprise Services, LLC	October 28, 2013	10	D.4.15 - Att D-1, page 5: Vendor shall provide initial training to "all" staff that will review the advanced data analysis data.	Please elaborate on who "all" staff is that will need initial training and for which elements of the project they should be trained.	Training will be limited to website/portal use to ensure secure transmission of vendor reports/results, data and Ad Hoc requests between the vendor and staff. Different levels of training may be required for different roles based on the design of the website/portal and the vendor's administrative support plan.

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
69	HP Enterprise Services, LLC	October 28, 2013	11	D.4.17 - Att D-1, page 6: Ad hoc reports - within ten (10) business days of the Agency's request.	Please elaborate of the volume of ad hoc report requests anticipated and through what avenue they will be requested.	The volume is unknown at this time. We expect to use a secure portal to transmit requests and to see results but the vendor should not expect agency staff to write queries (i.e., SQL).
70	HP Enterprise Services, LLC	October 28, 2013	12	Attachment D, Table 1 - Att D, 5 Of 13: Requirements gathering - joint application design/development sessions with users to identify needed modifications	Due to a very short implementation time line, will the Agency agree to delivery date adjustments, should the Agency not be able to provide knowledgeable staff in the time frame required to conduct the joint application development and provide approval for the requirements, based on the development time line.	Yes.
71	HP Enterprise Services, LLC	October 28, 2013	13	Attachment B, section 20 - Page 4 of 7: Limitation of liability	Would the State consider a capped LOL at 1 X the total value of the contract?	No.

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
72	LexisNexis	October 28, 2013	1	A.18 - Contract Overlap of Attachment A General Instructions to Respondents - Attachment A Pg 3 of 4	<p>Attachment A. Section 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."</p> <p>Please confirm, if a vendor currently has a signed MSA and/or a negotiated contract with other State of Florida Agencies, AHCA will allow the resulting contract from this ITN to be based on those contractual arrangements.</p>	No.

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
73	LexisNexis	October 28, 2013	2	C.17 - Type of Contract Contemplated - Attachment C pg 4 of 20	<p>2nd sentence states: "The prospective vendor should closely review the requirements contained in the proposed standard contract. Modifications proposed by the prospective vendor may not be considered."</p> <p>However, Section C.14 Required Certifications states: "Acceptance of the Contract Terms and Conditions - certifying that the prospective vendor accepts the terms and conditions as specified in this ITN and in the Agency Standard Contract, Attachment H."</p> <p>Additionally, Section E Part 1 states: "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." Item F within the table states: "Does the response include a signed Attachment G, Required Certifications, as specified in Attachment C, Special Conditions, Section C. 1 4 of this ITN, from each party, if applicable?"</p> <p>Question: are vendors permitted to take exception to any terms and conditions in the Agency standard contract Attachment H and still have their proposal considered for further evaluation?</p>	No.



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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
74	LexisNexis	October 28, 2013	3	C.38 - State Project Plan - Attachment C pg 13 of 20	<p>1st paragraph states: "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 ITN."</p> <p>However, Item #3 Certification of Drug Free Workplace – 2nd sentence: "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."</p> <p>Please clarify if vendors are to complete, sign and submit Attachment I with their proposal responses and if so, where within the technical response is Attachment I to be included?</p>	<p>Attachment I does not need to be inserted in any particular place in the response, but if included, should be labeled appropriately. Per Attachment C, Section C.38, Item #3, Certification of Drug-Free Workplace Program: "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 Attachment I is not included in a Vendor's response, it will not result in a rejection of the response.</p>
75	LexisNexis	October 28, 2013	4	C.39.D - General Instructions for Response Preparation and Submission - Attachment C pg 18 of 20	<p>Please confirm that vendor's cost proposal is not to be submitted as a separate binder and is to be included within vendor's technical proposal original binder.</p>	<p>Yes, the Cost Proposal should be included with the original response, not in its own binder.</p>

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
76	LexisNexis	October 28, 2013	5	D.4.15 - Services to be Provided by the Vendor - Attachment D pg. 4 of 13	Item 15 is missing from Attachment E-1.  Please confirm that vendors are not required to submit a response to the requirements outlined within D.4.15.	Vendors are required to submit a response per Attachment C, Special Conditions, Section C.39., General Instructions for Response Preparation and Submission.
77	LexisNexis	October 28, 2013	6	D.4.17 - Services to be Provided by the Vendor - Attachment D pg. 5 of 13	Item 17 is missing from Attachment E-1.  Please confirm that vendors are not required to submit a response to the requirements outlined within D.4.17.	Vendors are required to submit a response per Attachment C, Special Conditions, Section C.39., General Instructions for Response Preparation and Submission.
78	LexisNexis	October 28, 2013	7	D.5 - Minimum Certifications - Attachment D pg. 6 of 13	Is there a form that vendors should complete that addresses the certification requirements within D.5?  Where should the certifications required in D.5 be included within Vendor's technical proposal?	See Attachment C, Special Conditions, Section C.40, Other Required Documentation.
79	LexisNexis	October 28, 2013	8	C.19, D.16.a - "Full Implementation" - Attachment C pg. 5 of 20, Attachment D pg. 4 of 13	The Referenced ITN sections define a different timeframe for "full implementation" of the proposed solution. Can the Agency please clarify: Is the implementation timeframe expected to be 4- or 6-months?	Per Attachment D-1, Revised Scope of Services, Section D.4, Services to be Provided by the Vendor, Item 19., Table 1, Deliverable Schedule, 8 <sup>th</sup> row, Implementation shall be complete no later than one hundred twenty (120) business days after execution of the Contract resulting from this ITN.

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
80	LexisNexis	October 28, 2013	9	D.4.4 - Asset verification - Attachment D. pg. 3 of 13	The referenced vendor requirement specifies that bidders must provide consumer data to include Asset Verification. Does AHCA intend "Assets" in this section to include real property, business ownership, vehicles, as well as bank account balance information?	Yes.
81	LexisNexis	October 28, 2013	10	C.19, D.16.a - "Full Implementation" - Attachment C pg. 5 of 20, Attachment D pg. 4 of 13	The Referenced ITN sections define a different timeframe for "full implementation" of the proposed solution. Can the Agency please clarify: Can the Agency please provide expanded guidance as to what constitutes "full Implementation"? Is it correct to assume that full implementation means completion of all Tasks outlined in Section D.4 – Services to be Provided by the Vendor?	Yes. See Attachment D-1, Revised Scope of Services, Section D.4, Services to be Provided by the Vendor.
82	Software AG USA, Inc.	October 28, 2013	1		Can you please send me a wd copy or editing PDF version of the ITN and addendum? We cannot copy/cut/paste to set up our template from this version.	No. The Agency does not supply versions of solicitations that are not password protected. The forms that are required to be submitted in response to the ITN are available in Word version at: <a href="http://ahca.myflorida.com/Procurements/index.shtml">http://ahca.myflorida.com/Procurements/index.shtml</a>
83	Verizon Enterprise Solutions	October 28, 2013	1		Would AHCA extend the ITN due date to December 16, 2013?	No.

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
84	Verizon Enterprise Solutions	October 28, 2013	2		The Attachment D-1, "Scope of Services" mentions several external data sources that are not provided by AHCA (e.g. public record data, DPS/DMV) – does AHCA expect the vendor to acquire these data sources outside of the contract, and how does AHCA expect the vendor to represent the costs, if any, for these external data sources?	Yes, the vendor is expected to contract where needed. Vendor costs to acquire data should be included in the proposal.
85	Verizon Enterprise Solutions	October 28, 2013	3		Will AHCA please detail the specific external data sources they will make available to the vendor?	To be negotiated. The Agency expects the vendor to have experience with advanced data analytics to determine the best valued sources of data.
86	Verizon Enterprise Solutions	October 28, 2013	4		The ITN states (section D.4, item 8) that the current case management system (FACTS) is changing via a separate ITN, and the vendor solution must integrate to either FACTS or the replacement system. However, later under "Data Migration (section D.8, item 4) the ITN states that integration with the new case tracking system is required within 90 calendar days after award of both contracts. These requirements appear to be contradictory. Please clarify and provide any assumptions AHCA may have on the what might change with the replacement system and how integration to it might differ from that with FACTS?	The Agency expects integration to be a transfer of data from the case management system to the vendor. The specifications for the case management system have not been determined at this time. See Attachment D-1, Revised Scope of Services, Section D.4, Services to be Provided by the Vendor, Item 9.

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
87	Verizon Enterprise Solutions	October 28, 2013	5		Is AHCA open to utilizing the vendor's BAA rather than their own?	No.
88	Verizon Enterprise Solutions	October 28, 2013	6		Section D.8, item 4 ("Data Migration") requests the vendors "approach for data migration from existing database(s) to its proposed database." Is AHCA seeking to replace any existing databases?	No.
89	Verizon Enterprise Solutions	October 28, 2013	7		In order to accurately address the request in Section D.8, item 2 ("Disaster Recovery"), please clarify, if possible, AHCA's requirements regarding service level expectations for recovery from a disaster. For example, how quickly would AHCA expect systems to be restored and operational following a disaster at the primary operations site?	Five (5) business days.
90	Verizon Enterprise Solutions	October 28, 2013	8		Will AHCA utilize their own fraud operations staff to monitor system alerts and work leads identified by the vendor system, or does AHCA require the vendor to staff the operations roles?	The Agency expects to use current staff to monitor alerts and to work leads identified by the vendor system.
91	Verizon Enterprise Solutions	October 28, 2013	9		For the term of the contract, are Years Two through Four considered optional?	Yes.
92	Verizon Enterprise Solutions	October 28, 2013	10		Does AHCA have a total contract budget?	Yes. See Attachment D-1, Revised Scope of Services, Section D.2, Purpose.
93	Verizon Enterprise Solutions	October 28, 2013	11		Attachment J-1 ("Detailed Budget") does not include a column for Year One System Support – where should vendor responses include this budgetary amount?	Year One Support should be included with the Implementation Costs.

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
94	Verizon Enterprise Solutions	October 28, 2013	12	Regarding Attachment A PUR 1001 General Instructions to Respondents, 4. Terms and Conditions (page 1 of 4) (page 3/126 of the pdf)	Please clarify the State's proposed contractual order of precedence of documents included in this ITN.	In the event of conflict among Contract documents or any identified inconsistency in the Contract resulting from this ITN shall be resolved by giving precedence in the following order:  1) The Contract resulting from this ITN, including all attachments; 2) Amendments to the Contract resulting from this ITN; 3) AHCA ITN 004-13/14, including all addenda; and 4) The successful Vendor's response to AHCA ITN 004-13/14.
95	Verizon Enterprise Solutions	October 28, 2013	13	Regarding Attachment A PUR 1001 General Instructions to Respondents, 14. Firm Response (page 3 of 4) (page 5/126 of the pdf).	(i) If award is not made within 60 days of the date of opening, what, if any, is the time limit within which the Buyer must award the contract? (ii) If award is not made within 60 days of the date of opening, may the Bidder withdraw its response?	The anticipated posting date of the notice of intent to award is January 7, 2013. There is no set time limit for award. Nothing prohibits a bidder from withdrawing its response if award is not made within 60 days, however, vendors should consult with their legal counsel as to potential legal effects of such action.
96	Verizon Enterprise Solutions	October 28, 2013	14	Regarding Attachment B PUR 1000 General Contract Conditions, 29. Assignment (page 6 of 7) (page 12/126 of the pdf).	Is the Bidder permitted to assign the resulting contract to its affiliates without the prior written consent of the Customer?	No.

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
97	Verizon Enterprise Solutions	October 28, 2013	15	Regarding Attachment B PUR 1000 General Contract Conditions, 45. Annual Appropriation (page 7 of 7) (page 12/127 of the pdf)	(i) Is the funding for this project appropriated on an annual basis? (ii) Is the Bidder permitted to recover its actual unrecovered costs incurred for the proposed services (for example, including but not limited to, costs incurred for contract and service installation preparation) for the entire agreed upon contract term in the event the contract is terminated for lack of funding?	i. Yes. ii. No.
98	Verizon Enterprise Solutions	October 28, 2013	16	Regarding Attachment C Special Conditions, C15. Original Proposal Guarantee (page 4 of 20) (page 17/126 of the pdf)	Please clarify the 10 business day period within which the contract must be executed. The Solicitation timeline includes a time period for negotiations. Is the contract referred to in this section referring to the final version of the contract resulting from the negotiations and mutual agreement of the parties? In other words, will the contract submitted by the State for execution be the final version following negotiations or will negotiations be limited to 10 business days?	A final contract is submitted to the successful respondent for execution after the ITN is officially awarded (following negotiations).

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
99	Verizon Enterprise Solutions	October 28, 2013	17	Regarding Attachment C Special Conditions, C. 32. Patents, Royalties, Copyrights, Right to Data and Sponsorship Statement (page 9 of 20) (page 22/126 of the pdf).	(i) Please clarify the State's intent with respect to the intellectual property indemnification obligations. (ii) Does this Section C32. take precedence over PUR 1000 Section 19. Indemnification (second paragraph)? (iii) To what extent is the State willing to negotiate a mutually agreeable provision governing the indemnity obligations applicable to the particular services proposed by a prospective Vendor?	i. Section C.32 speaks for itself. ii. Yes. iii. Indemnification obligations are not negotiable.
100	Verizon Enterprise Solutions	October 28, 2013	18	Attachment D SCOPE OF SERVICES, D.1 Background (page 1 of 13) (page 34/126 of the pdf).	(i) Please confirm the funding source for this ITN. (ii) Is the funding source one or more of the following: (a) American Recovery and Reinvestment Act (ARRA) (b) Federal Stimulus Funds (c) Broadband Technology Opportunities Program ("BTOP") (d) Broadband Initiatives Program ("BIP") (e) Is the funding source the Public Computer Centers project (f) Sustainable Broadband Adoption program (iii) Do the funds carry contractor requirements regarding network neutrality, nondiscrimination, or network interconnection? (iv) Do the funds carry contractor requirements regarding whistleblower protection, inspection of records, or reporting requirements?	i. Annual appropriation by the State legislature. ii. No. iii. No. iv. No.



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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
101	Verizon Enterprise Solutions	October 28, 2013	19	Attachment H Standard CONTRACT (Page 1 Of 3) Page 82/126 of the pdf). Attachment H contains the following statement “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.”	<p>(i) To the extent that a prospective Vendor reserves its right to review such additional terms and conditions before accepting their inclusion in the resulting contract, will such reservation of rights be grounds for rejection or disqualification?</p> <p>(ii) In the event that the prospective Vendor is unable to accept such additional federal requirements, will such rejection be grounds for forfeiting its Proposal Guarantee.</p> <p>(iii) Is the Bidder permitted to propose additional, non-conflicting terms and conditions applicable to its proposed services, e.g., terms and conditions that may not be contained in the State’s “Standard Contract” but which are necessary to accurately and completely describe the Bidder’s proposed service offering?</p> <p>(iv) Will the Bidder’s submission of such additional terms and conditions be grounds for disqualification or rejection of Bidder’s proposal?</p>	Caveats, reservations, and conditional or additional terms may be grounds for holding the response non-responsive.

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
102	Xerox State Healthcare, LLC	October 28, 2013	1	Attachment B, Section 4(b) – Page 1 of 7 - (b) <u>Best Pricing Offer</u> . 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.	<b>Will the State confirm that any pricing adjustments will be applied prospectively only?</b>	No.

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
103	Xerox State Healthcare, LLC	October 28, 2013	2	<p>Attachment B, Section 17 – Page 3 of 7 - Section 17: <b>Governmental Restrictions.</b> 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.</p>	<p><b>Will the state please confirm that if a government restriction requires changes that affect the cost or time of performance under this Contract, that the parties will negotiate an equitable adjustment in the Contract price or delivery date, and make the following change?</b></p> <p>Section 17: <b>Governmental Restrictions.</b> 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. <u>Any accepted alteration that affects cost or time of performance shall be handled through the process in Section 25. Changes.</u></p>	<p>Attachments A and B are standard requirements, maintained by the Florida Department of Management Services, and cannot be changed.</p>

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
104	Xerox State Healthcare, LLC	October 28, 2013	3	Attachment B, Section 17 – Page 3 of 7 - Section 17: <b>Governmental Restrictions.</b> 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.	<p><b>Will the state please confirm that a contract cancelled under this provision shall be treated as a cancellation for convenience, and make the following change?</b></p> <p>Section 17: <b>Governmental Restrictions.</b> 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 <u>for its convenience</u> at no further expense to the Customer, <u>unless specifically provided for under the Contract.</u></p>	Attachments A and B are standard requirements, maintained by the Florida Department of Management Services, and cannot be changed.
105	Xerox State Healthcare, LLC	October 28, 2013	4	Attachment B, Section 19 – Page 3-4 of 7 - <b>19. Indemnification</b> 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	<p><b>Because the Vendor cannot be responsible for products not provided by the Vendor, can AHCA please that it is amenable to adding the following wording to this section?</b></p> <p><b>19. Indemnification</b> 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</p>	Attachments A and B are standard requirements, maintained by the Florida Department of Management Services, and cannot be changed.

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				<p>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.</p>	<p>trademark, copyright, patent, trade secret or intellectual property right <u>resulting from State's use of Contractor's products provided under this Contract</u>, 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.</p>	

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
106	Xerox State Healthcare, LLC	October 28, 2013	5	<p>Attachment B, Section 20 – Page 4 of 7 - <b>Section 20. Limitation of Liability</b></p> <p>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.</p>	<p><b>Will AHCA consider changing the language in this section to the following:</b></p> <p><b>Section 20. Limitation of Liability</b></p> <p>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, <del>the dollar</del> <u>the total amount paid by the State to the Contractor</u> <del>of under</del> <u>under the contract or purchase order for the twelve (12) month period immediately prior to the incident giving rise to the cause of action</u>, 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.</p>	<p>Attachments A and B are standard requirements, maintained by the Florida Department of Management Services, and cannot be changed.</p>

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
107	Xerox State Healthcare, LLC	October 28, 2013	6	<p>Attachment B, Section 20 – Page 4 of 7 - <b>Section 20. Limitation of Liability</b>            ... 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.</p>	<p><b>Will the State please make the following change:</b>  <b>Section 20. Limitation of Liability</b>            ... <u>Upon thirty (30) days' written notice, 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 in an amount not to exceed 5% of Contractor's monthly invoice as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.</u>            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.</p>	<p>Attachments A and B are standard requirements, maintained by the Florida Department of Management Services, and cannot be changed.</p>

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
108	Xerox State Healthcare, LLC	October 28, 2013	7	Attachment B, Section 21 – Page 4 of 7 - <b>Section 21. Suspension of Work.</b> 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 (i) 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.	<p><b>Please confirm that the Contractor will not be held liable for any delays caused by any suspension of work by the Customer. Will the State please make the following change:</b></p> <p>Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (i) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order <u>for the State’s convenience.</u> Suspension of work shall not entitle the Contractor to any additional compensation. <u>Contractor shall not be liable for any delays caused by suspension of work by Customer. In the event Customer’s suspension of work causes a delay in the Contract schedule, Contractor shall be given additional days to perform equal to or greater than the number of days that the work was suspended.</u></p>	Attachments A and B are standard requirements, maintained by the Florida Department of Management Services, and cannot be changed.
109	Xerox State Healthcare, LLC	October 28, 2013	8	Attachment B, Section 22 – Page 4 of 7 - <b>Section 22. Termination for Convenience.</b> The Customer, by written notice to the Contractor, may terminate the Contract in	<b>In event of a termination for convenience, Contractor should be able to recoup its costs. Will the State please make the following change:</b>	Attachments A and B are standard requirements, maintained by the Florida Department of Management Services, and cannot be



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				<p>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.</p>	<p><b>Section 22. Termination for Convenience.</b> The Customer, by written notice to the Contractor <u>at least 90 days prior to the effective date of termination</u>, may terminate the Contract in whole <del>or in part</del> 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. <del>The Contractor shall not be entitled to recover any cancellation charges or lost profits.</del> <u>The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract, the Contract price(s) for completed deliverables delivered to and accepted by the State, a price commensurate with the actual cost of performance for partially completed deliverables, the recovery of allowable costs incurred or obligated but unbilled as of the date of termination, unamortized costs, costs</u></p>	<p>changed.</p>

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					<p><u>incurred in the performance of the work terminated, including, but not limited to start-up costs and preparatory expense allocable thereto, the cost of settling and paying termination settlements under terminated subcontracts and leases, accounting, legal, clerical, and other expenses reasonably necessary for the preparation and negotiation of termination settlement proposals and the termination claim; and a fair and reasonable profit on the foregoing costs.</u></p>	
110	Xerox State Healthcare, LLC	October 28, 2013	9	<p>Attachment B, Section 23 – Page 4 of 7 - <b>23. Termination for Cause.</b> 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</p>	<p><b>In event of a termination for cause, Contractor should be paid for any services or deliverables completed prior to the effective date of termination. Will the State please make the following change:</b></p> <p><b>23. Termination for Cause.</b> The Customer may terminate the Contract, <u>in whole or in part, by giving the Contractor at least 30 days prior written notice and an opportunity to cure</u> 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. <u>In the event of termination under this section, the Contractor will be reimbursed within</u></p>	<p>Attachments A and B are standard requirements, maintained by the Florida Department of Management Services, and cannot be changed.</p>

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				<p>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.</p>	<p><u>thirty (30) calendar days of final billing for any completed or partially completed deliverables and services provided by Contractor prior to and through the effective date of termination.</u></p> <p>The Contractor shall continue work on any work not terminated.</p> <p><u>In the event of partial termination, the State and Contractor shall renegotiate the fixed fee for this contract to address the change in scope.</u></p>	

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
111	Xerox State Healthcare, LLC	October 28, 2013	10	<p>Attachment B, Section 29 – Page 6 of 7 - <b>29. Assignment.</b> 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.</p>	<p><b>Contractor should be able to assign to its affiliates. Will the state please make the following change:</b>  <b>29. Assignment.</b> 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, <u>except that Contractor may, upon notice to the Customer, 1) assign its rights or obligations under the Contract to an Affiliate or successor in business which agrees to be bound by all terms and conditions of the Contract, and 2) factor or otherwise assign its accounts receivable in connection with the Contract.</u> “Affiliate” means any entity controlled by or under common control of the Contractor, with “control” meaning the ownership of 50% or more of the outstanding equity interest. 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.</p>	<p>Attachments A and B are standard requirements, maintained by the Florida Department of Management Services, and cannot be changed.</p>

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112	Xerox State Healthcare, LLC	October 28, 2013	11	<p>Attachment B, Section 6 – Page 6 of 7 - <b>35. Insurance Requirements.</b> 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 maintain 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.</p>	<p><b>Will the State make the following change to confirm that the insurance requirements in Attachment B are consistent with the requirements in Attachment C?</b></p> <p><b>35. Insurance Requirements.</b> 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—<u>not to exceed the requirements as referenced in Section C.37 Insurance of Attachment C of the ITN.</u> Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide <u>a standard ACORD form type</u> certificate of insurance. The limits of coverage under each policy maintain 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.</p>	<p>Attachments A and B are standard requirements, maintained by the Florida Department of Management Services, and cannot be changed.</p>

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113	Xerox State Healthcare, LLC	October 28, 2013	12	Attachment B, Section 44 – Page 7 of 7 - <b>44. Waiver.</b> 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.	<b>Will the State make this provision mutual by changing the language as follows:</b> <b>44. Waiver.</b> The delay or failure by the <del>Customer</del> <u>either party</u> to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of <del>the Customer’s</del> <u>that party’s</u> 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.	Attachments A and B are standard requirements, maintained by the Florida Department of Management Services, and cannot be changed.
114	Xerox State Healthcare, LLC	October 28, 2013	13	Attachment C, Section C.15 – Page 4 of 20 - <b>Original Proposal Guarantee</b>	<b>\$300,000 is an unusually high amount for a bid bond. Will the State consider reducing this amount to \$10,000?</b>	No. The proposal guarantee is ten percent (10%) of the amount of the value of the Contract.
115	Xerox State Healthcare, LLC	October 28, 2013	14	Attachment C, Section C.15 – Page 4 of 20 - 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 \$300,000.00; 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	<b>Contractor requests the following minor language changes to ensure conformance its corporate insurance and surety forms. Will the State please make the following change:</b>  The original response must be accompanied by an original proposal guarantee payable to the State of Florida in the amount of <del>\$300,000.00</del> <b>\$10,000.00</b> ; 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 <u>bid</u> bond, cashier’s check, treasurer’s check, bank draft, or certified check. The Agency will not	No.

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				<p>guarantee.</p> <p>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 ITN.</p> <p>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.</p> <p>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</p>	<p>accept a letter of credit in lieu of the proposal guarantee. <u>Such bid bond may be issued on a bid bond form provided by bidder's Surety Bond Broker.</u></p> <p>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 <del>calendar</del> <u>business</u> days after a <u>mutually satisfactory</u> Contract has been presented to <u>and negotiated with</u> 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.</p> <p>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 <u>mutually satisfactory</u> contractual documents as may be required within the time specified.</p> <p>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</p>	

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				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.	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."	
116	Xerox State Healthcare, LLC	October 28, 2013	15	<p>Attachment C, Section C.21 – Page 5–6 of 20 - C. 21</p> <p><b>Performance Bond</b> A performance bond in the amount of ten percent (10%) of the total annual 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. Thereafter, the bond shall be furnished on an annual basis, thirty (30) calendar days prior to the new contract year and be in the amount of ten percent (10%) of the current annual contract amount. 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</p>	<p><b>Contractor requests the following minor language changes to ensure conformance its corporate insurance and surety forms. Will the State please make the following change:</b></p> <p><b>C. 21 Performance Bond</b> A performance bond in the amount of ten percent (10%) of the total annual 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. Thereafter, the bond shall be furnished on an annual basis, thirty (30) calendar days prior to the new contract year and be in the amount of ten percent (10%) of the current annual contract amount. 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 <del>shall remain in effect for</del> <u>be maintained throughout</u> the full term of the resulting Contract, including any renewal period <u>on an annually</u></p>	<p>Attachment C, Section C.21, is Agency standard language for all solicitations and cannot be changed.</p>



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				<p>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.</p> <p>The cost of the performance bond will be borne by the successful vendor.</p> <p>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.</p>	<p><u>renewable basis.</u> The Agency shall be named as the <u>beneficiary obligee</u> of the successful vendor's bond. <del>The bond shall provide that the insurer or bonding company(s) pay losses suffered by the Agency directly to the Agency</del> <u>may make a claim against the performance bond in the event of successful vendor's nonperformance of the contract.</u></p> <p>The cost of the performance bond will be borne by the <del>successful vendor</del> <u>Agency.</u></p> <p><del>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.</del> <u>Such surety performance bonds may be issued on annually renewable bond form to be provided by successful vendor's Surety Bond Broker.</u></p>	
117	Xerox State Healthcare, LLC	October 28, 2013	16	<p>Attachment C, Section C.23 – Page 6 of 20 - <b>C.23 Inspection of Records and Work Performed:</b></p> <p>The state and its authorized representatives shall, at all</p>	<p><b>Contractor should get adequate notice of an inspection, and third parties participating in the inspections should commit to protecting Contractor's confidential information. Will the State please make the following change:</b></p>	<p>Attachment C, Section C.23, is Agency standard language for all solicitations and cannot be changed.</p>

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				<p>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.</p> <p>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.</p> <p>Refusal by the successful vendor to allow access to all records, documents, papers, letters, other materials or on-site activities related to resulting Contract performance shall constitute a breach of the resulting Contract. The right of the state and its authorized representatives to perform inspections shall continue for as long as the successful vendor is required to maintain records. The successful vendor will be responsible for all storage</p>	<p><b>C.23 Inspection of Records and Work Performed:</b></p> <p><u>Upon presenting Contractor with at least ten (10) business days' notice, the state and its authorized representatives shall, at all reasonable times during business hours, 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 or interfere with Contractor's work. In the event an agent or non-governmental entity requires access to Contractor's records, Contractor and the third party shall execute a non-disclosure agreement protecting such Contractor's records.</u></p> <p>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.</p> <p>Refusal by the successful vendor to allow access to all records, documents,</p>	

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				<p>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.</p> <p>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.</p>	<p>papers, letters, other materials or on-site activities <u>directly</u> related to resulting Contract performance shall constitute a breach of the resulting Contract. The right of the state and its authorized representatives to perform inspections shall continue for as long as the successful 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.</p> <p>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.</p>	
118	Xerox State Healthcare, LLC	October 28, 2013	17	<p>Attachment C, Section C.26 - 7-8 of 20 - <b>C.26</b></p> <p><b>Audits/Monitoring:</b></p> <p>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</p>	<p><b>Contractor should get adequate notice of an audit, and third parties participating in the audit should commit to protecting Contractor's confidential information. Will the State please make the following change:</b></p> <p><b>C.26 Audits/Monitoring:</b></p> <p>The Agency may conduct, or have conducted, performance and/or</p>	<p>Attachment C, Section C.26, is Agency standard language for all solicitations and cannot be changed.</p>

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				<p>the quality of the successful vendor's analyses. Reasonable notice shall be provided for reviews conducted at the successful vendor's place of business.</p> <p>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.</p> <p>The successful vendor shall comply with 45 CFR, Part 74, with respect to audit requirements of federal contracts administered</p>	<p>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. <del>Reasonable notice</del> <u>At least ten (10) business days' notice</u> shall be provided for reviews conducted at the successful vendor's place of business <u>and such reviews shall be conducted during business hours, under conditions that shall not unduly interfere with Contractor's performance of its work. In the event an agent or non-governmental entity requires access to Contractor's records, Contractor and the third party shall execute a non-disclosure agreement protecting such Contractor's records.</u></p> <p>Reviews may include, but shall not be limited to, reviews of procedures, computer systems, beneficiary records, accounting records <u>specifically and directly related to Contractor's work under the Contract</u>, 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 <del>at all reasonable times</del> <u>during business hours</u>. 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.</p>	

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				<p>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.</p>	<p>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.</p> <p>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.</p>	

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119	Xerox State Healthcare, LLC	October 28, 2013	18	<p>Attachment C, Section C.32 – Page 9 of 20 - <b>C.32 Patents, Royalties, Copyrights, Right to Data and Sponsorship Statement:</b></p> <p>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.</p>	<p><b>Since the Contractor may be passing through some COTS software owned by third parties, will the State change this language to limit Contractor's IP indemnification obligations to the IP actually owned by Contractor?</b></p> <p><b>C.32 Patents, Royalties, Copyrights, Right to Data and Sponsorship Statement:</b></p> <p>The successful vendor, without exception, shall indemnify and hold harmless the Agency and its employees from <del>liability any third party claim</del> of any nature or kind, <del>including cost and expenses for or on account of any</del> <u>resulting from the use of Contractor's</u> copyrighted, patented, or unattended invention, process, or article manufactured or supplied by the successful vendor <u>in its performance of its obligations under this contract</u>. 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.</p>	Attachment C, Section C.32, is Agency standard language for all solicitations and cannot be changed.
120	Xerox State Healthcare, LLC	October 28, 2013	19	<p>Attachment C, Section C.37 - 12-13 of 20 - <b>C.37 Insurance:</b></p> <p>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</p>	<p><b>Contractor requests the following minor language changes to ensure conformance its corporate insurance and surety forms. Will the State please make the following change:</b></p> <p><b>C.37 Insurance:</b></p> <p>To the extent required by law, the successful vendor will be self-insured against, or will secure and maintain</p>	Attachment C, Section C.37, is Agency standard language for all solicitations and cannot be changed.

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				<p>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 employees not otherwise protected.</p> <p>The successful vendor shall secure and maintain Commercial General Liability insurance including bodily injury, property damage, personal &amp; advertising injury and products and completed operations. This insurance will provide coverage for all claims that may arise from the services and/or</p>	<p>during the life of the resulting Contract, Workers' 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 Workers' Compensation Insurance for all the latter's employees <del>unless such employees engaged in work under the resulting Contract are covered by the successful vendor's self insurance program</del>. Such self-insurance or insurance coverage shall comply with the Florida Workers' 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 Workers' Compensation statutes, the successful vendor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Agency, for the protection of his employees not otherwise protected.</p> <p>The successful vendor shall secure and maintain Commercial General Liability insurance including bodily injury, property damage, personal &amp; advertising injury and products and completed operations. This insurance will provide coverage for all claims that</p>	

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
				<p>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.</p> <p>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.</p> <p><b>The successful vendor shall submit insurance certificates evidencing such insurance coverage prior to execution of a Contract with the Agency.</b></p>	<p>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 <del>anyone directly, or indirectly employed by him</del> <u>employees of successful vendor</u>. Such insurance shall include a <del>Hold Harmless Agreement in favor of the State of Florida</del> <u>waiver of subrogation</u> and also include the State of Florida as an Additional <del>Named</del> <u>Insured</u> for <u>claims caused by the negligent acts or omissions of successful vendor during the entire length of the resulting Contract</u>. <u>Such additional insured requirement may be met through a blanket additional insured type basis</u>. 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. <u>Successful vendor shall require its subcontractors to also comply with the insurance as outlined by this section at subcontractors' expense</u>.</p> <p>All insurance policies shall be with insurers licensed or eligible to transact business in the State of Florida. <del>The successful vendor's current insurance policy(ies) shall contain a provision that</del></p>	



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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
					<p><del>the insurance will not be canceled for any reason except after thirty (30) days written notice.</del> The successful vendor shall provide thirty (30) day written notice of cancellation to the Agency's Contract Manager.</p> <p>The successful vendor shall submit <u>standard ACORD form</u> insurance certificates evidencing such insurance coverage prior to execution of a Contract with the Agency."</p>	
121	Xerox State Healthcare, LLC	October 28, 2013	20	<p>Attachment C, Section C.39.B Past Performance – Client References – Page 16-17 of 20 - References should be available for contact during normal business hours, 9:00 AM – 5:00 PM, Eastern Time. The Agency will attempt to contact each reference by telephone up to four (4) times. In the event the contact person indicated cannot be reached following four (4) attempts, the respondent will receive a score of zero (0) for that reference evaluation. The Agency will not attempt to correct incorrectly supplied information.</p>	<p><b>Contractor has no control over the availability of its Clients and should not be penalized for circumstances over which it has no control. Will the State please change this provision as follows:</b></p> <p>References should be available for contact during normal business hours, 9:00 AM – 5:00 PM, <del>Eastern Time</del> <u>in the timeframe in which the reference is located</u>. The Agency will <u>make reasonable attempts</u> to contact each reference by telephone <del>up to four (4) times</del>. In the event the contact person indicated cannot be reached following <del>four (4)</del> <u>reasonable attempts due to erroneous contact information supplied by the Contractor</u>, the respondent will receive a score of zero (0) for that reference evaluation. The Agency will not attempt to correct incorrectly supplied information.</p>	<p>Attachment C, Section C.39., Item B., is Agency standard language for all solicitations and cannot be changed.</p>

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
122	Xerox State Healthcare, LLC	October 28, 2013	21	<p>Attachment D, Section D.10 Performance Standards and Liquidated Damages, - Page 10 of 13 - The Vendor shall comply with public records laws, in accordance with Section 119.0701, Florida Statutes.</p> <p>\$5,000 for each incident in which the Vendor does not comply with a public records request.</p>	<p><b>This service will generate additional costs. Additionally, in our experience in providing call center services, public requests are handled by the State client. In order for the Vendor to provide the State with a cost-effective solution that meets the State's needs, will the State consider changing the language as follows:</b></p> <p>The Vendor shall <u>provide the State with reasonable assistance in complying with public records laws, in accordance with as set forth in Section 119.0701, Florida Statutes.</u></p> <p>\$5,000 for each incident in which the Vendor does not <u>respond to a request for records from the State within five (5) business days which causes the state to fail to</u> comply with a public records request.</p>	<p>No, the public record requirements are Agency standard language for all contracts and cannot be changed, per direction from the Legislature.</p>

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
123	Xerox State Healthcare, LLC	October 28, 2013	22	<p>Attachment D, Section D.10. Performance Standards and Liquidated Damages, 1) General Liquidated Damages, a) – Page 10 of 13 - <b>General Liquidated Damages</b></p> <p>a. 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 or perform as specified in the Contract resulting from this ITN, not to exceed five percent (5%) per month.</p>	<p><b>Will the state confirm that imposition of this reduction is the State's sole and exclusive remedy for any failure for which the State assesses a reduction?</b></p>	No.
124	Xerox State Healthcare, LLC	October 28, 2013	23	<p>Attachment D, Section D.10. Performance Standards and Liquidated Damages, 1) General Liquidated Damages, a) – Page 10 of 13 - <b>General Liquidated Damages</b></p> <p>a. 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 or perform as specified in the Contract resulting from this ITN, not to exceed five percent (5%) per month.</p>	<p><b>Will the State restrict the reductions to instances in which the Contractor has failed to meet a specified deadline or standard? Liquidated damages should be linked with failure to meet specific, discrete performance standards. In the event of a general failure to perform, the state has a remedy in the form of actual damages. Will the state change the language as follows:</b></p> <p>a. 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 <del>or perform as specified in</del> of the Contract resulting from this ITN, not to exceed five percent (5%) per month.</p>	No.

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
125	Xerox State Healthcare, LLC	October 28, 2013	24	Attachment H, Section I.A.3 – Page 1 of 13 - I.A.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.	<p><b>As a clarification of each party's responsibilities with respect to taxes, will the State please add the language below to the Contract?</b></p> <p><u>The Contract price is exclusive of applicable Transaction Taxes for which the Agency is responsible to pay or reimburse Vendor as noted below. The Agency shall be responsible for Transaction Taxes based on or measured by the purchase of goods and services from Vendor unless the Agency is exempt by law, in which case it will provide Vendor with a valid exemption certificate. Vendor shall be responsible for Transaction Taxes based on any goods or services used or consumed in performing the work under the contract. Transaction Taxes include, but are not limited to sales, use, services, excise, transactionally-based gross receipts, privilege or other like taxes, plus any interest and/or penalty thereon ("Transaction Tax"). The Agency and Vendor each agree to take commercially reasonable steps to cooperate with each other, including by providing exemptions and certificates to each other, to minimize Transaction Taxes, to the extent permissible under applicable law.</u></p>	No, Attachment H contains Agency standard language for all contracts and cannot be changed.

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
126	Xerox State Healthcare, LLC	October 28, 2013	25	Attachment H, Section I. E – Page 2 of 13 - E. Monitoring 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.	<b>Will the state make the following clarifying change:</b> 2. To permit persons duly authorized by the Agency to inspect any records, papers, documents, facilities, goods and services of the Vendor which are <u>directly relevant to Contractor's performance under this Contract.</u>	No, Attachment H contains Agency standard language for all contracts and cannot be changed.

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
127	Xerox State Healthcare, LLC	October 28, 2013	26	<p>Attachment H, Section I.F – Page 3 of 13 - <b>F. Indemnification</b> 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.</p>	<p><b>Contractor should be given adequate notice and reasonable assistance in defending a claim. Will the state make the following change:</b> <b>F. Indemnification</b> The Vendor shall save and hold harmless and indemnify the State of Florida and the Agency against any and all <u>third party liability</u>, claims, suits, judgments, damages or costs of whatsoever kind and nature resulting from <del>the use, service, operation or performance of work under the terms of this Contract, resulting from</del> any <u>negligent act</u>, or failure to act, by the Vendor, its subcontractor, or any of the employees, agents or representatives of the Vendor or subcontractor. <u>The Contractor's obligations under the preceding sentence with respect to any legal action are contingent upon the State 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) reasonable assistance in defending the action. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.</u></p>	No, Attachment H contains Agency standard language for all contracts and cannot be changed.
128	Xerox State Healthcare, LLC	October 28, 2013	27	<p>Attachment H, Section I.G – Page 3 of 13 - <b>G. Insurance</b> 1. To the extent required by law,</p>	<p><b>Contractor requests the following minor language changes to ensure conformance its corporate insurance</b></p>	No, Attachment H contains Agency standard language for all contracts and cannot

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
				<p>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.</p> <p>2. The Vendor shall secure and maintain Commercial General Liability insurance including bodily injury, property damage, personal &amp; advertising injury and products and completed operations. This insurance will provide coverage for all claims that may arise from the</p>	<p><b>and surety forms. Will the State please make the following change:</b> <b>G. Insurance:</b></p> <p>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 <del>employees unless such employees engaged in work under this Contract are covered by the Vendor's self-insurance program.</del> 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 his employees not otherwise protected.</p> <p>2. The Vendor shall secure and maintain Commercial General Liability insurance including bodily injury, property damage, personal &amp;</p>	<p>be changed.</p>

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
				<p>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.</p> <p>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.</p>	<p>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 <del>Named</del> Insured for <u>claims caused by the negligent acts or omissions of Vendor during the entire length of the Contract and include hold the State of Florida harmless from a waiver subrogation. Such additional insured requirement may be met through a blanket additional insured type basis.</u> 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.</p> <p>3. All insurance policies shall be with insurers licensed or eligible to transact business in the State of Florida. <u>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) days written notice.</u> The Vendor shall provide thirty (30) calendar days written notice of cancellation to the Agency's Contract Manager."</p>	



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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
					<u>The Vendor shall submit standard ACORD form insurance certificates evidencing such insurance coverage prior to execution of a Contract with the Agency.</u>	

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
129	Xerox State Healthcare, LLC	October 28, 2013	28	<p>Attachment H, Section I. H – Page 3 of 13 - <b>Assignments and Subcontracts</b></p> <p>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.</p>	<p><b>Contractor should be able to assign to its affiliates. Will the State please make the following change:</b></p> <p><b>Assignments and Subcontracts</b> 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.</p> <p><u>Notwithstanding any provision to the contrary, the Contractor may, upon notice to the Agency, 1) assign its rights or obligations under the Contract to an Affiliate or successor in business which agrees to be bound by all terms and conditions of the Contract, and 2) factor or otherwise assign its accounts receivable in connection with the Contract. "Affiliate" means any entity controlled by or under common control of the Contractor, with "control" meaning the ownership of 50% or more of the outstanding equity interest.</u></p>	<p>No, Attachment H contains Agency standard language for all contracts and cannot be changed.</p>

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
130	Xerox State Healthcare, LLC	October 28, 2013	29	Attachment H, Section I.M.5 – Page 6 of 13 - 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.	<p><b>Will the State make the following clarifying change:</b></p> <p>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 <del>in conjunction with</del> <u>in the course of Vendor's performance under</u> 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.</p>	No, Attachment H contains Agency standard language for all contracts and cannot be changed.

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
131	Xerox State Healthcare, LLC	October 28, 2013	30	Attachment H, Section I.M.6 – Page 6 of 13 - 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.	<p><b>Since the Contractor may be passing through some COTS software owned by third parties, will the State change this language to limit Contractor's IP indemnification obligations to the IP actually owned by Contractor?</b></p> <p><b>C.32 Patents, Royalties, Copyrights, Right to Data and Sponsorship Statement:</b></p> <p>The Vendor, without exception, shall indemnify and hold harmless the Agency and its employees from <del>liability any third party claim</del> of any nature or kind, <del>including cost and expenses for or on account of any</del> <u>resulting from the use of Contractor's copyrighted, patented, or unattended invention, process, or article manufactured or supplied by the Vendor in its performance of its obligations under this contract.</u> 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.</p>	No, Attachment H contains Agency standard language for all contracts and cannot be changed.
132	Xerox State Healthcare, LLC	October 28, 2013	31	Attachment H, Section III.A.1 – Page 11 of 13 - 1. <b>Termination at Will</b> 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	<p><b>In the event of termination for convenience, Contractor should be paid for services performed and costs incurred. Will the State make the following change:</b></p> <p><b>1. Termination at Will/<u>For Convenience</u></b></p> <p>This Contract may be terminated by the Agency upon no less than <del>thirty (30)</del> <u>ninety (90)</u> calendar days written</p>	No, Attachment H contains Agency standard language for all contracts and cannot be changed.

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				shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.	<p>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.</p> <p><u>The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract, the Contract price(s) for completed deliverables delivered to and accepted by the State, a price commensurate with the actual cost of performance for partially completed deliverables, the recovery of allowable costs incurred or obligated but unbilled as of the date of termination, unamortized costs, costs incurred in the performance of the work terminated, including, but not limited to start-up costs and preparatory expense allocable thereto, the cost of settling and paying termination settlements under terminated subcontracts and leases, accounting, legal, clerical, and other expenses reasonably necessary for the preparation and negotiation of termination settlement proposals and the termination claim; and a fair and</u></p>	

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					<u>reasonable profit on the foregoing costs.</u>	
133	Xerox State Healthcare, LLC	October 28, 2013	32	<p>Attachment H, Section III.A.2 – Page 11 of 13 - 2. <b>Termination Due To Lack of Funds</b>                      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.</p>	<p><b>In the event the contract is terminated due to lack of funds, Contractor should be reimbursed for services performed and costs incurred. Will the State please make the following change:</b>                      2. <b>Termination Due To Lack of Funds</b>                      In the event funds to finance this Contract become unavailable, the Agency may terminate the Contract upon no less than <del>twenty-four (24) hours'</del> <u>thirty (30) days</u> 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.  <u>The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract, the Contract price(s) for completed deliverables delivered to and accepted by the State, a price commensurate with the actual cost of performance for partially</u></p>	<p>No, Attachment H contains Agency standard language for all contracts and cannot be changed.</p>

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					<p><u>completed deliverables, the recovery of allowable costs incurred or obligated but unbilled as of the date of termination, unamortized costs, costs incurred in the performance of the work terminated, including, but not limited to start-up costs and preparatory expense allocable thereto, the cost of settling and paying termination settlements under terminated subcontracts and leases, accounting, legal, clerical, and other expenses reasonably necessary for the preparation and negotiation of termination settlement proposals and the termination claim; and a fair and reasonable profit on the foregoing costs. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.</u></p> <p><u>This section shall not be construed so as to permit the State to cancel this Contract in order to acquire the services from a third party or to insource work.</u></p>	

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
134	Xerox State Healthcare, LLC	October 28, 2013	33	<p>Attachment H, Section III.A.3 – Page 11 of 13 - <b>3. Termination for Breach</b></p> <p>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).</p> <p>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.</p>	<p><b>In the event of a termination for breach, Contractor should be paid for services performed prior to the effective date of termination. Will the state make the following change:</b></p> <p><b>3. Termination for Breach</b></p> <p>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 <del>twenty-four (24) hours'</del> <u>thirty (30) days'</u> 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).</p> <p>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.</p> <p><u>In the event of termination under this section, the Contractor will be reimbursed within thirty (30) calendar days of final billing for any completed or partially completed deliverables and services provided by Contractor prior to and through the effective date of termination.</u></p>	<p>No, Attachment H contains Agency standard language for all contracts and cannot be changed.</p>



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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
135	Xerox State Healthcare, LLC	October 28, 2013	34	Attachment H - 13 of 13 - <b>List of Attachments</b>	Will the State confirm that the RFP, amendments to the RFP, and Contractor's Proposal will be incorporated into the final Contract?	The ITN, addenda, and the successful Vendor's response all become part of the final contract and will be incorporated by reference.
136	Xerox State Healthcare, LLC	October 28, 2013	35	Attachment C, Section C.6 – Page 1 of 20 - <b>Solicitation Timeline</b>	When does the State expect that the contract resulting from this ITN will commence?	As soon as possible after award of the ITN.
137	Xerox State Healthcare, LLC	October 28, 2013	36	Attachment D-1 Section D.4 #17 a. and – Page 5 of 15 - <b>Services To Be Provided By The Vendor</b> All tasks to be performed by the Vendor and the Agency during the implementation phase through operation. The Agency anticipates full implementation to be completed within six (6) months of execution of the Contract resulting from this ITN	The State ITN contains inconsistencies related to the vendor implementation. Please clarify the implementation time-line. What definition is the State using for the implementation period? How much time is being allowed to 'implement' the solution? When does the implementation period begin? Does it begin after all of the State data sources have been turned over to the vendor or after some other event(s) or at some other point in time?	Per Attachment D-1, Revised Scope of Services, Section D.4, Services to be Provided by the Vendor, Item 19., Table 1, Deliverable Schedule, 8 <sup>th</sup> row, Implementation shall be completed no later than one hundred twenty (120) business days after execution of the Contract resulting from this ITN.
138	Xerox State Healthcare, LLC	October 28, 2013	37	Attachment D-1 Section D.4 #5 – Page 3 of 15 - <b>Services To Be Provided By The Vendor</b> The Vendor shall implement the testing phase no later than sixty (60) business days after execution of the Contract resulting from this ITN.	If the State is not able to turn over the data at the same time as the Contract resulting from this ITN is executed, will the testing phase be extend beyond the 60 business days?	Yes.

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
139	Xerox State Healthcare, LLC	October 28, 2013	38	<p>Attachment D-1, Section D.4 #8 – Page 3 of 15 - <b>Services to be provided by the Vendor</b></p> <p>The Vendor shall integrate other state and federal data, at a minimum: the current U.S. General Services Administration (GSA) administered Excluded Parties List System (EPLS) and the System for Award Management (SAM) systems; and the U.S. Health and Human Services, Office of Inspector General (HSS OIG) administered List of Excluded Individuals and Entities (LEIE). The Vendor shall integrate, as available, Florida Medicaid managed care company special investigative unit (SIU) reports, Internal Revenue Service, Medicaid, Medicare and the Social security master Death File.</p>	Q3 Are the specifications for the State Public Data sources available and will the State publish them prior to the award of the Medicaid Program Integrity Advanced Data Analytics System contract?	No.
140	Xerox State Healthcare, LLC	October 28, 2013	39	<p>Attachment D-1, Section D.7 #1 – Page 7 of 15 - <b>Vendor Staffing</b></p> <p>The Vendor shall assign and dedicate a Contract Manager to coordinate all resulting contract activities between the Agency and the Vendor. Florida Medicaid experience preferred.</p>	Is the State requiring that this position be staffed as a full-time (40+hrs/wk) position?	No.

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
141	Xerox State Healthcare, LLC	October 28, 2013	40	Attachment D-1, - Page 6 of 15 - <b>Minimum Qualifications</b>	Is it the intent of the State to conduct Vendor demonstrations of proposed systems at a negotiation meeting held by with the Agency? Certification that a vendor will provide a demonstration was deleted in Addendum No.1.	Per Attachment K, Required Statements, respondents shall provide a demonstration of its proposed system(s) at a negotiation meeting, if scheduled, by the Agency.
142	SAS	October 28, 2013	1		Section C. 17 of the ITN states "this ITN, 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." Attachment H, Section III. E. states "This Contract and its attachments as referenced herein contain all the terms and conditions agreed upon by the parties".The attachments to the contract do not include the ITN, its addenda, Agency's written response to inquiries or the Vendor's response. Can you clarify what documents will ultimately become part of the resulting contract?	The ITN, addenda, questions and Agency responses, and the successful Vendor's response all become part of the final contract and will be incorporated by reference, not attached to the contract.

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
143	SAS	October 28, 2013	2		Section C. 15 states that "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." Can you please explain the process that will take place between the selection of a vendor(s) after review of responses and the presentation of a contract to the successful vendor?	A final contract is submitted to the successful respondent for execution after the ITN is officially awarded (following negotiations).
144	SAS	October 28, 2013	3		AHCA has requested a hosted solution. However, hosting terms and software license terms are not addressed in the contract. Is it acceptable for a vendor to provide such terms in its response?	Additional information regarding hosting terms and software license terms may be included in the final contract as an additional attachment, if necessary. Please note that Attachment G, Required Certifications, cannot include caveats or will be considered non-responsive (see Attachment C, Special Conditions, Section C.14, Required Certifications).

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
145	SAS	October 28, 2013	4		<p>In Attachment C, Section C.32 "Patents, Royalties, Copyrights, Right to Data and Sponsorship Statement", the ITN states "The services and products listed in this ITN and the resulting Contract shall become the property of the Agency upon the successful vendor's performance and delivery thereof." (Note that similar language is also contained in Attachment D, Section D.13.) As written, this statement precludes respondents from proposing commercial off-the-shelf (COTS) software products. Use of COTS products can provide significant benefits to AHCA, including lower cost and lower implementation risk. Please clarify whether AHCA is requiring respondents to propose creation of custom-developed software code, or whether AHCA will allow the use of COTS products.</p>	<p>We will consider COTS in the proposals.</p>

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
146	SAS	October 28, 2013	5		<p>Please clarify that in accordance with language in the ITN that allows Vendor to retain ownership in its intellectual property and, notwithstanding conflicting language in Section C. 32 or Section D. 13, Vendor will retain ownership of its proprietary Software, including any derivative intellectual property resulting from the performance of the services.</p> <p>Vendor intends to use proprietary Software and other Vendor intellectual property and derivatives thereof in the performance of the services requested. While performing the services, vendor may produce intellectual property which will be provided to AHCA. Such intellectual property would be derivative of the Vendor's pre-existing intellectual property. Given the proprietary nature of derivative intellectual property, vendor would retain ownership of such derivative intellectual property, including any techniques, skills, concepts or know-how that are utilized or developed while performing the Services.</p> <p>However, vendor will grant Customer a license to use such derivative intellectual property with the software with which the derivative intellectual property operates and for as long as Customer maintains a license for such Software. AHCA will retain ownership in any materials, data or intellectual property it provides.</p>	<p>As it is the intent of the Agency to procure a data analytics service, not a system or software, the Agency clarifies that ownership of all intellectual property associated with delivering such services shall be retained by the Vendor.</p>

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
147	SAS	October 28, 2013	6		Can AHCA explain whether the General Liquidated Damages provision in Section D.10 1.(a) that caps the total liquidated damages in any monthly period to an amount not to exceed 5% of any total monthly invoice is a cap that applies to all liquidated damages provisions, including those in Table 2 of Section D.10 and Section D. 10. 1.(b)?	No, it does not include the standards listed in Attachment D-1, Revised Scope of Services, Section D.10, Performance Standards and Liquidated Damages, Table 2, Performance Standards and Liquidated Damages.
148	SAS	October 28, 2013	7		Can AHCA explain whether the 1% reduction of the total monthly invoice described in the General Liquidated Damages provision in Section D. 10. 1.(a) applies only for those incidents that are not covered in Table 2 of Section D. 10 and Section D.10.1.(b) of the General Liquidated Damages provision?	Yes, the Liquidated Damages as listed in Attachment D-1, Revised Scope of Services, Section D.10, Performance Standards and Liquidated Damages, Table 2, shall follow the same standard listed in 1., General Liquidated Damages.
149	SAS	October 28, 2013	8		Please provide a definition of “per incident, per occurrence” as used in Section D.10.1.(b).	The liquidated damage amount will be imposed for each incident of inappropriately released PHI, every time it happens.

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
150	SAS	October 28, 2013	9		<p>To the extent data imported into the hosted system would contain any public records, such data would merely be a copy of the public record to be utilized in the performance of the Services. The hosted system would not be utilized as a depository for any public records, all of which would be maintained by the original government source with the original source being the custodian of public records as opposed to the Vendor. Would the government agency from which the data was received retain the obligation to respond to requests from the public for records as opposed to the Vendor? With respect to public records received, such as correspondence related to the contract, would Vendor's sole responsibility be to provide the records to the government agency upon request as opposed to responding directly to requests from the public?</p>	<p>The vendor is required to provide access to public records in accordance with Section 119.0701. See Attachment D-1, Revised Scope of Services, Section D.12, Special Provisions, Item 2., Public Record Requests.</p>
151	SAS	October 28, 2013	10		<p>Attachment H contains an indemnification provision that conflicts with the indemnification provisions contained in PUR 1000. To the extent that these provisions cannot be read together, can you clarify the controlling provision?</p>	<p>Attachment H has precedence over Attachment B (PUR 1000).</p>



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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
152	SAS	October 28, 2013	11		Section I. O Final Invoice contained in the Standard Contract, Attachment H states that "Vendor must submit the final invoice for payment to the Agency no more than ____ days after the Contract ends or is terminated." Can you provide the number that will be inserted into this provision?	Thirty (30) calendar days.
153	SAS	October 28, 2013	12		The ITN refers to full implementation being completed in four months (C.19). Are we correct in assuming that six months is the correct implementation timeframe, as indicated in Attachment D-1 in Addendum 1?	Per Attachment D-1, Revised Scope of Services, Section D.4, Services to be Provided by the Vendor, Item 19., Table 1, Deliverable Schedule, 8 <sup>th</sup> row, Implementation shall be completed no later than one hundred twenty (120) business days after execution of the Contract resulting from this ITN.

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
154	SAS	October 28, 2013	13		<p>D.2 indicates that the Legislative appropriation proviso directed: “\$3,000,000 in nonrecurring funds from the Medical Care Trust Fund is provided for the Public Benefits Integrity Data Analytics and Information Sharing Initiative which will detect and deter fraud, waste, and abuse in Medicaid and other public benefit programs within the state.” The legislature required that the appropriation apply to “other public benefit programs” but the ITN doesn’t require potential vendors to describe their ability and experience in leveraging their technology to apply to non-Medicaid public benefit programs. How will AHCA account for this legislative requirement in the evaluation criteria contained in Attachment E-1? For similar types of initiatives, other states have (1) required specific experience or success stories in other public benefit programs, (2) requested a description of how the underlying technology is adaptable/scalable, and (3) sought challenges a vendor experienced deploying enterprise solution.</p>	<p>At this initial roll-out phase, the Agency anticipates using the service for monitoring program integrity in the Medicaid program. As experience and success with the service is realized, the Agency anticipates expanding the availability of the analytics tool to other state public benefit programs. While the Agency is not requiring proof of successful experience in other areas, respondents are encouraged to highlight them.</p>

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
155	SAS	October 28, 2013	14		<p>"Graph pattern analysis" is not a term with general industry applicability and therefore must be defined. Could AHCA delineate what analytical methods are included in this term? For other state program integrity procurements, common analytical methods of advanced fraud detection have included: (1) anomaly detection (2) neural networks, (3) various linear and non-linear regression techniques, (4) advanced behavior modeling, and (5) text mining.</p>	<p>The Agency defines graph pattern analysis as an analytic approach based upon a technique known as graph pattern matching, the definition of which is widely available from a variety of publicly available sources. Generally it is the process of analyzing graph structured data to uncover important properties, patterns and anomalies so that they are easily recognizable. The Agency defines link analysis as a technique to identify and evaluate relationships between various types of objects including people, organizations and transactions.</p>
156	SAS	October 28, 2013	15		<p>On Attachment F (Page 1), the ITN states that AHCA will attempt to contact each reference by telephone up to four (4) times. In the event the contact person indicated cannot be reached following four (4) attempts, the respondent will receive a score of zero (0) for that reference evaluation. Will the Agency consider having vendors schedule such reference calls (but not participate in them) to better facilitate the reference-checking process?</p>	No.

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
157	SAS	October 28, 2013	16		Does the state currently license mapping software that the link analysis tool must integrate with? If not, will the state support integration with open source map software?	Yes.
158	SAS	October 28, 2013	17		Attachment D, Section D8 specifies that "The Vendor shall use the Agency's encryption software when corresponding with the Agency via electronic mail." What encryption software, including version, is the Agency using?	The Agency uses Cisco Ironport for email encryption but would prefer a transport layer solution rather than a client based solution. SSL Encryption on any hosted website. SFTP for data transmissions.

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
159	SAS	October 28, 2013	18		<p>The instructions on page one of Attachment E-1 state that “Agency evaluators will not consider supplemental response narrative which is not contained within the response sections,” which we believe means answers must be contained within the form fields.</p> <p>However, the instructions also state that “Respondents shall name and label required attachments to refer back to the number identifier for the respective SRC...” The form fields accept text only, and most respondents will most likely need to include graphics such as process flow diagrams, charts, and/or screenshots in response to many of the questions.</p> <p>Please clarify: are respondents permitted to include attachments with any of the SRCs, as needed?</p>	<p>Responses must be submitted on the required Attachment E-1, in the spaces labeled “Vendor Response”. The limit per SRC response is 1000 characters. Any additional information, including graphics, can be created as separate documents, and referenced in the SRC response. Each additional document must also be tabbed with the corresponding SRC number.</p>
160	SAS	October 28, 2013	19		<p>Regarding C.39, “General Instructions for Response Preparation and Submission,” please clarify: for each of five hard copies and one original, may respondents include the required proposal parts (mandatory documentation, cost proposal, technical response, et al) together in the same binder? Or must separate sections (e.g., the cost proposal) be separately bound and sealed?</p>	<p>Yes, all parts of the response (including mandatory documentation, cost proposal, etc.) need to be included in the original binder and each copy, not sealed separately.</p>

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
161	SAS	October 28, 2013	20		<p>In Attachment A, Section 9 "Respondent's Representation and Authorization," the ITN states, "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." It is typical on projects of this scope for the successful respondent to create a Statement of Work (SOW) that contains activities, deliverables, completion criteria, milestones, and a detailed project schedule. This SOW is developed as part of the negotiations after award and before contract signature. The language in this section implies that an SOW will not be allowed as part of the procurement process. Please clarify whether the successful respondent will be allowed to create an SOW and incorporate that as part of the final contract with AHCA.</p>	<p>The successful Vendor's response and negotiated points will be incorporated as part of the final contract to be executed with the successful Vendor.</p>

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
162	SAS	October 28, 2013	21		In Attachment B, Section 33 "Security and Confidentiality," the ITN states, "The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the contract." As written, this statement would require the Contractor to comply with security standards that have little, if any, relevance to AHCA. For example, this language would require the Contractor to comply with the Department of Defense Information Assurance Certification and Accreditation Process (DIACAP) standards. Please provide a list of all of the security and confidentiality standards to which the Contractor must adhere, including a link to the current version of those standards.	The vendor is expected to comply with all applicable security procedures. The vendor should consult with its legal counsel regarding appropriate compliance.
163	SAS	October 28, 2013	22		Section D.8.3.d. provides that the Vendor shall ensure that the requirements of Florida Security Rule 71A-1 are enforced. Please confirm that the Vendor is responsible for enforcing only those provisions specifically applicable to the Vendor's hosted system. Also please confirm whether enforcement can be maintained through Vendor's specific compensating security controls.	Yes. Just for the hosted system.  The last sentence is to be determined.

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164	SAS	October 28, 2013	23		In Attachment D, Section D.4, Requirement 9, the amended ITN states in part, "The Vendor shall have the capability to integrate with the MPI case management system..." To assist vendors in identifying an appropriate integration method, please provide basic technical specifications for FACTS.	The Agency expects integration to be a transfer of data from the case management system to the vendor. The specifications for the case management system have not been determined at this time. See Attachment D-1, Section D.4, Services to be Provided by the Vendor, Item 9.
165	SAS	October 28, 2013	24		In Attachment E-1, SRC #28, the ITN asks respondents to describe integration with FMMIS, the encounter data system, Program Integrity's case management system, and the special investigations programs of Medicaid's managed care organizations. To assist vendors in identifying an appropriate integration method, please provide a system context diagram and basic technical specifications for each of the aforementioned systems.	With the exception of the case management system the encounter data will come from the FMMIS/DSS data warehouse. The vendor should recommend a method to ensure the secure transmission of copied data from agency sources (i.e., SFTP)
166	SAS	October 28, 2013	25		In Attachment E-1, SRC #32, the ITN asks respondents to provide a data migration plan. To assist vendors in identifying an appropriate migration plan, please provide basic data architecture specifications for the existing AHCA database(s).	The data warehouse is an Oracle relational database with a spoke-and-hub architecture. All claims are on one master table with provider, recipient, and supplemental claims tables joined as needed.



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167	Optum	October 28, 2013	1	Attachment E-1 – General	It appears the required Attachment documents E-1 through L which are in Word format are set up to allow respondents to type in narrative responses, but not to paste items into the response, such as graphics. This capability is needed to insert items like organization charts, report examples, or screen prints. Can AHCA please provide a version of the Attachments that will allow graphics to be inserted into the document?	Responses must be submitted on the required Attachment E-1, in the spaces labeled "Vendor Response". The limit per SRC response is 1000 characters. Any additional information, including graphics, can be created as separate documents, and referenced in the SRC response. Each additional document must also be tabbed with the corresponding SRC number.
168	Optum	October 28, 2013	2	General	The Adobe PDF version of the RFP as issued is password protected. This prevents vendors from copying and pasting requirements from the RFP to internal proposal preparation documents. Will the state issue a version of the RFP that is not so strictly protected so that vendors may copy/paste RFP text when needed?	No. The Agency does not supply versions of solicitations that are not password protected. The forms that are required to be submitted in response to the ITN are available in Word version at: <a href="http://ahca.myflorida.com/Procurements/index.shtml">http://ahca.myflorida.com/Procurements/index.shtml</a>

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
169	Optum	October 28, 2013	3	Attachment C - Page 14 of 20 - C.39 General Instructions for Response Preparation and Submission - C. 39 paragraph 4	The fourth paragraph states that 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 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. Does the 11pt font requirement include the font size for Heading and Subheading?	No.
170	Optum	October 28, 2013	4	Attachment C - Page 14 of 20 - C.39 General Instructions for Response Preparation and Submission - C. 39 paragraph 5	The fifth paragraph states that 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. Could the electronic CD copy be submitted in PDF format?	Yes.

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171	Optum	October 28, 2013	5	Attachment C., Page 5 of 20 and Attachment D-1, page 5 of 15 - C.19 Term of Contract and D.4 Services To Be Provided By The Vendor - C.19 paragraph 1. And D.4 17 a.	C.19 paragraph 1. states that implementation shall be completed in <b>4 months</b> of execution of the contract. D.4 17a states that the Agency anticipates full implementation to be completed within <b>6 months</b> of the execution of the contract. Please confirm that the implementation completion deadline is 6 months.	Per Attachment D-1, Revised Scope of Services, Section D.4, Services to be Provided by the Vendor, Item 19., Table 1, Deliverable Schedule, 8 <sup>th</sup> row, Implementation shall be completed no later than one hundred twenty (120) business days after execution of the Contract resulting from this ITN.
172	Optum	October 28, 2013	6	Attachment D-1 page 3 of 15 - D.4 Services To Be Provided By The Vendor - D.4 3c and D.4 8	Reference is made in these two citations (Provider Network Verification [PNV] Medicaid managed care provider networks); and Florida managed care company special investigative unit [SIU] reports) to the requirement to integrate data coming from Florida's Medicaid managed care program. Could AHCA please describe how it intends to use the requested Program Integrity Advanced Data Analytics System to detect fraud and abuse in its Medicaid managed care program as well as its remaining Medicaid fee for service program?	The Agency expects the vendor to propose how to use the solution to detect fraud and abuse in managed care and FFS.

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
173	Optum	October 28, 2013	7	Attachment E-1, Page 10 of 21 - Standard Submission Requirements and Evaluation Criteria, SRC #17 - Bullet E	SRC #17 requires the vendor to provide an organization chart and a brief narrative of the reporting relationships including those of subcontractors. The evaluation criteria further states that a maximum of 5 points will be awarded to the extent to which the narrative description describes how key functions are subcontracted. This appears to imply that if a vendor does <b>not</b> utilize subcontractors and therefore does not provide a narrative that includes subcontractors that the vendor is ineligible to receive a maximum of 5 points. Is this the intent of AHCA?	See Attachment E, Evaluation Criteria, Section E.5, Technical Response Evaluation.
174	Optum	October 28, 2013	8	Attachment E-1, Page 11 of 21 - Standard Submission Requirements and Evaluation Criteria, SRC #19 - Bullet I	SRC #19 requires the vendor to provide information related to the respondent's use of subcontractor(s), their scope of work, and the percentage of the work on the project completed by the subcontractor. The evaluation criteria indicate that a maximum of 5 points will be awarded to the extent to which subcontractors performed the scope of work (relative to respondent's staff). This appears to imply that a maximum of 5 points will be awarded to vendors if they utilized subcontractors on past projects. Instead should this read that a maximum of 5 points will be awarded to vendors based on the percentage of work performed internally by vendor staff as opposed to subcontractor staff?	See Attachment E, Evaluation Criteria, Section E.5, Technical Response Evaluation.

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
175	Optum	October 28, 2013	9	Attachment D-1, Page 6 of 15 - D.5, Minimum Qualifications	<p>In Addendum 1 it appears that under D.5 Minimum Qualifications, the minimum qualifications were revised to exclude the following requirements:</p> <ol style="list-style-type: none"> <li>1. Vendor certification that it shall provide a demonstration of its proposed system at a negotiation meeting held with the Agency</li> <li>2. Vendor provision of detailed information on the Vendor's organizational background and experience</li> </ol> <p>Was this the intent of the Agency?</p>	<p>Per Attachment K, Required Statements, respondents shall provide a demonstration of its proposed system(s) at a negotiation meeting, if scheduled, by the Agency.</p>
176	Optum	October 28, 2013	10	Attachment D-1, Page 4 of 15 - D.4, Services to Be Provided by the Vendor - Subsection 10	<p>This section states that the Vendor shall provide "graph pattern analysis" capability, and provides some examples of items that the Agency considers to represent types of graph pattern analysis. However, the Agency has not defined graph pattern analysis. Accordingly, would the Agency please provide its definition of this term?</p>	<p>The Agency defines graph pattern analysis as an analytic approach based upon a technique known as graph pattern matching, the definition of which is widely available from a variety of publicly available sources. Generally it is the process of analyzing graph structured data to uncover important properties, patterns and anomalies so that they are easily recognizable. The Agency defines link analysis as a technique to identify and evaluate relationships between various types of objects including people, organizations and transactions.</p>

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
177	Optum	October 28, 2013	11	Attachment D-1, Page 2 of 15 - D.4, Services to Be Provided by the Vendor - Subsection 1	This section states that the vendor will host state owned data, going back five years and refreshed monthly. For all data sets and files that the vendor will be required to host, please provide necessary details of claim volume, file sizes, etc. so that appropriate storage and sizing estimates can be performed.	The Florida Medicaid data warehouse contains approximately 12 TB of data, though the portion that vendor would be expected to host would be around 10 TB.
178	Optum	October 28, 2013	12	Attachment D-1, Page 3 of 15 - D.4, Services to Be Provided by the Vendor - Subsection 3	<p>Please confirm that the Agency will:</p> <ol style="list-style-type: none"> <li>1. Negotiate with all relevant agencies and other suppliers of state data to assist the vendor in obtaining the necessary files, securing data use agreements, etc.; and</li> </ol> <p>Will waive any damages and penalties related to the vendor's inability to timely receive data from the relevant agencies and other suppliers of state data that is not the fault of the vendor?</p>	1. Yes; and the Agency reserves the right to not impose sanctions if it is determined that the vendor's inability to timely receive data from the relevant agencies and other suppliers of state data that is not the fault of the vendor.
179	Optum	October 28, 2013	13	Attachment D-1, Page 3 of 15 - D.4, Services to Be Provided by the Vendor - Subsections 6	<p>Requirement 6 under Services to be Provided by Vendor (Attachment D-1, Page 3 of 15) states, "The vendor shall provide private business data analysis such as financial risk scoring, provider business transactions profiles..."</p> <p>Is it the State's expectation that this analysis and scoring will be in the form of existing datasets either currently owned by the vendor or procured from a third party, or are these analytical components the Vendor would need to configure and deploy?</p>	The vendor is expected to use any combination of data sets and analytics to provide the Agency with investigation-ready leads.

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180	Optum	October 28, 2013	14	Attachment D-1, Page 4 of 15 - D.4, Services to Be Provided by the Vendor - Subsection 12	Please explain what the Agency means by/how the Agency defines "investigation-ready leads"	The Agency defines "investigation-ready leads" as more than simply system flags or alerts, but information referred to the Agency that has undergone a preliminary analytic review by the Vendor, identifying suspicious behavior patterns, the reasoning or methodology for the suspicion, and recommended actions.
181	Optum	October 28, 2013	15	Attachment D-1, Page 9 of 15 - D.8, Information Technology - Subsection 4	How does the Agency recommend that the Vendor price the integration of the advanced data analytics system with the new case management system, when the Agency has not yet selected the vendor, and no information or specs are available?	The vendor should consider data integration to be through SFTP for this purpose.
182	Optum	October 28, 2013	16	Attachment D-1, Page 11 of 15 - D.10, Performance Standards and Liquidated Damages - Table 2, 3 <sup>rd</sup> item	Please provide the expected number and types of ad hoc reports the Agency anticipates that it will ask its Vendor to complete each month, so that Vendors can adequately estimate pricing and level of effort.	The volume is unknown at this time. We expect to use a secure portal to transmit requests and to see results but the vendor should not expect agency staff to write queries (i.e., SQL).
183	Optum	October 28, 2013	17	Attachment B, Page 4 of 7 and Attachment H, page 11 of 13 - Section 23, Termination for Cause and Section III(A)(3), Termination for Breach	Under Section 23 of Attachment B and under Section III(A)(3) of Attachment H, there is a reference to contractual default being handled in accordance with Rule 60A-1.006 F.A.C. which provides, in pertinent part, that	The Agency's Standard Contract (Attachment H) has precedence over Attachments A and B.

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Medicaid Program Integrity Advanced Data Analytics System**

Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
					<p>“(3) Default – If a vendor is in default on any contract with an agency, the agency shall follow the procedures contained herein:                      (a) The agency shall notify, in writing, any vendor who fails to adhere to contract terms and conditions. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure (such reasonable time should not generally be less than 10 days after receipt of such notice).”</p> <p>In other words, prior to a Contract termination based on breach or default, the Contractor would be provided at least 10 days after receipt of notice to cure the default or breach.</p> <p>Section III(A)(3) of Attachment H also provides, however, that the Agency may terminate the Contract upon no less than 24 hours’ written notice of the breach.</p> <p>These provisions are inconsistent. Will AHCA clarify and/or amend the RFP so that terminations for breach or default are solely governed by Rule 60A-1.006 F.A.C.?</p>	



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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
184	Optum	October 28, 2013	18	Exhibit I, Page 2 of 4 - Section 10(a), Reporting to the Agency	<p>Under Section 10(a) of the proposed Business Associate Agreement, the Vendor is required to report to the Agency any “security incident” within twenty-four (24) hours of discovery. The notice must 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.”</p> <p>Clearly, the Agency has a need to receive information about security incidents in a timely manner so that appropriate action can be undertaken, a mitigation plan developed and the situation otherwise addressed. The 24 hour notification requirement, however, has the following consequences that are not of benefit to the Agency:</p> <ul style="list-style-type: none"> <li>(a) The Contractor is required to increase its staff to meet a 24 hour notification obligation in order to avoid a contract breach, resulting in increased cost to the Agency</li> <li>(b) The information available within the 24 hour period is often incomplete and not meaningful</li> <li>(c) The Omnibus Rule takes both (a) and (b) into consideration by</li> </ul>	<p>No. The Business Associate Agreement contains Agency standard language for all contracts and cannot be changed.</p>

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					<p>obligating a Business Associate to report security incidents to Covered Entities but not mandating a time period, let alone 24 hours. See 45 C.F.R. §164.314(A)(2)(i)(C).</p> <p>Based on the above, would AHCA amend the RFP so that the Business Associate is permitted up to ten (10) business days to report security incidents to the Agency; i.e., the same time period for reporting use or disclosure of PHI not provided for in the Agreement?</p>	
185	Optum	October 28, 2013	19	Attachment D-1, Page 3 of 15 - D.4, Services to Be Provided by the Vendor - Subsection 3	Can the State provide an estimate of the number of records that will be included in the five years of State-owned data the Vendor will host from the FMMIS/DSS? Will that data include managed care visit information? If not included in the FMMIS/DSS data, will the Vendor need to integrate with other managed care claims processing systems or data sources to receive managed care visit data?	Approximately one (1) billion records. Each detail line is its own record. This includes encounters, though encounter data submissions were minimal until around 2011.
186	Optum	October 28, 2013	20	Attachment D-1 page 9 of 15 - D.8 Information Technology - Subsection 2	In the event disaster recovery actions need to be taken, does the State have a specific amount of time in which the Vendor must bring systems back online or fail-over to backup systems?	Five (5) business days.

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
187	Optum	October 28, 2013	21	Attachment D-1 page 8 of 15 - D.8 Information Technology - Subsection 1	Can the State provide more information about the integration capabilities needed between Vendor systems and the State's other systems? For example, will the State require direct, ad hoc database access to Vendor systems or will the required integration be limited to specific file transfers, e.g., regular transmission of case information to support investigations?	The Agency expects integration to be a transfer of data from the case management system to the vendor. The specifications for the case management system have not been determined at this time. See Attachment D-1, Revised Scope of Services, Section D.4, Item 9. We expect to use a secure portal to transmit requests and to see results but the vendor should not expect agency staff to write queries (i.e., SQL).
188	Optum	October 28, 2013	22	Attachment D-1 page 4 of 15 - D.4 Services to be provided by the Vendor - Subsection 15	Will the 24/7 access to systems requested by the State make allowances for periodic maintenance and software/security updates?	Yes.

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
189	Optum	October 28, 2013	23	General	<p>We understand the Agency's need and goal to begin this project in order to realize value as soon as possible. The Agency indicates that answers to vendor questions will not be released until at least November 12th. Given the short timeframe between the State's answers and the December 2nd response deadline, and given that the Thanksgiving holiday occurs on November 28 (just 4 days after the holiday), and that many state and corporate offices are also closed on November 29, will the Agency consider a modest extension of at least two weeks to the due date to allow adequate time to thoroughly incorporate the related clarifications issued in the response to questions? We believe this will facilitate a higher quality response that is in the best interests of the Agency and still align with the stated goals of the RFP.</p>	No.
190	Software AG USA, Inc.	October 28, 2013	1	<b>Attachment 1 RFP</b>	<p>General: Can the RFP be sent out in a format that is nor PDF password protected so that prospective bidders may copy and paste the RFP instructions, evaluation criteria, etc?</p>	<p>No. The Agency does not supply versions of solicitations that are not password protected. The forms that are required to be submitted in response to the ITN are available in Word version at: <a href="http://ahca.myflorida.com/Procurements/index.shtml">http://ahca.myflorida.com/Procurements/index.shtml</a></p>

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191	Software AG USA, Inc.	October 28, 2013	2	<b>Attachment E – Technical Response</b>	Because the file is locked down – the respondent is unable to add a Table of contents or Executive Summary, may this be unlocked so that a Table of Contents can be added to Attachment E-1?	No. The Agency does not supply versions of solicitations that are not password protected. The Table of Contents and Executive Summary can be created as separate documents.
192	Software AG USA, Inc.	October 28, 2013	3	<b>Attachment E-1 - TOC/ Executive Summary</b>	Are the Table of contents and Executive Summary to be added to Attachment E-1 or are these documents separate?	The Table of Contents and Executive Summary are to be included with Attachment E-1.
193	Software AG USA, Inc.	October 28, 2013	4	Section D.4 - 9	Can we please get a list of the third party case management systems and the other agency systems and all other relevant information in regards to those systems, i.e, platform it resides on, database, language written in, etc.	This information is not available.
194	Software AG USA, Inc.	October 28, 2013	5	Section D.4 - 14	How many State staff resources will be attending the train-the-trainer sessions?	Training will be limited to website/portal use to ensure secure transmission of vendor reports/results, data and Ad Hoc requests between the vendor and staff. Different levels of training may be required for different roles based on the design of the website/portal and the vendor's administrative support plan. The Agency expects no more than thirty (30) at this time.

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195	Software AG USA, Inc.	October 28, 2013	6	Section D.4 – 16	How many staff members in total?	The Agency expects no more than one hundred thirty (130) at this time.
196	Software AG USA, Inc.	October 28, 2013	7	D - D4 - 2 of 15	The ITN states that state-owned data will be transmitted via FTP. Is that the only mechanism for uploading state-owned data that will be allowed?	No. The Agency will consider vendor proposals that meet required security needs.
197	Software AG USA, Inc.	October 28, 2013	8	E - E1 - SRC#6	Can the Agency provide a definition and example of "private consumer data"	i.e. Dunn and Bradstreet and other consumer-based data.
198	21CT	October 28, 2013	1		The downloadable Microsoft Word version of Attachment E-1 appears to contain response form fields for each SRC that have a character limit. Is this correct?	Yes. The limit per SRC response is 1000 characters.
199	21CT	October 28, 2013	2		For Attachment E-1, will AHCA allow supplemental graphics in attachments beyond required attachments such as organizational charts? If supplemental graphics are allowed will there be guidelines around graphic use?	Any additional information, including graphics, can be created as separate documents, and referenced in the SRC response. Each additional document must also be tabbed with the corresponding SRC number.
200	21CT	October 28, 2013	3		For Attachment E-1, will AHCA provide a Microsoft Word version which allows for formatting options and insertion of graphics for SRC responses?	Any additional information, including graphics, can be created as separate documents, and referenced in the SRC response. Each additional document must also be tabbed with the corresponding SRC number.

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201	Health Management Systems, Inc.	October 28, 2013	1	Original RFP Attachment B, State of Florida PUR 1000, General Contract Conditions - P 4 of 7 - 23. Termination for Cause.	Will the State please add to this clause to Item 23 "The Contractor will be allowed a cure period of 30 days after written notice prior to termination. Termination of the Contractor will occur if the deficiency is uncured after the 30 day cure period expires."	Attachments A and B are standard requirements, maintained by the Florida Department of Management Services, and cannot be changed.
202	Health Management Systems, Inc.	October 28, 2013	2	Original RFP Attachment B, State of Florida PUR 1000, General Contract Conditions - p. 5 of 7 - "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."	Will the State please strike the word "unilaterally" from this clause? The Contractor must be able to agree to changes.	Attachments A and B are standard requirements, maintained by the Florida Department of Management Services, and cannot be changed.
203	Health Management Systems, Inc.	October 28, 2013	3	Original RFP Attachment B, State of Florida PUR 1000, General Contract Conditions - p. 6 of 7 - "32. Employees, Subcontractors, and Agents. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer..."	Please provide a detailed description of the Agency's "Security and Administrative Requirements" referred to in this paragraph.	Please refer to the ITN for this information.

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204	Health Management Systems, Inc.	October 28, 2013	4	<p>Original RFP Attachment C, C.19, Term of Contract, Addendum 1: Attachment D-1, D.4, Services To Be Provided by the Vendor - p. 5 of 20 - "The agency anticipates full implementation to be completed within four (4) months of execution of the resulting Contract." "17.a The Agency anticipates full implementation to be completed within six (6) months of execution of the Contract resulting from the ITN."</p>	<p>In requirement D4 #17, the ITN indicates that the Agency anticipates full implementation to be completed within 6 months of contract execution. In section D4 # 19 (deliverables) indicates the Agency expects full implementation within 120 business days of contract execution (approximately 6 months). However, In C.19 Term of Contract, states that the Agency anticipates full implementation to be completed within 4 months of contract execution. Can the agency confirm that implementation is expected within 6 months, or 120 business days from contract execution? The ITN anticipates the vendor to incorporate a variety of external data sources, many of which are largely unstructured. For this type of integration, where data use agreements need to be structured and new types of ETL processes are required to be developed, six months is a very aggressive timeline. Would the agency consider a vendor's implementation plan that ensured delivery of the solution related to MMIS data within the six month timeframe but allowed for external data to be integrated - as it became available and usable - outside of the six month timeline?</p>	<p>See Attachment D-1, Revised Scope of Services, Section D.4, Services to be Provided by the Vendor, Item 19., Table 1, Deliverable Schedule.</p>



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205	Health Management Systems, Inc.	October 28, 2013	5	Addendum 1: Attachment D-1 - General - D-1 Amended Scope	With the Agency's release of Addendum 1 and Attachment D-1, will the State post a new Attachment E-1 to correspond with the revised scope?	No. Attachment E-1 was not affected by the revisions to Attachment D-1.
206	Health Management Systems, Inc.	October 28, 2013	6	Addendum 1: Attachment D-1, D4, Services to be Provided by Vendor D.4.3 - p. 3 of 15 - 3. The Vendor shall integrate carious state-owned data, as referenced in Table 1, Deliverable Schedule, including, but not limited to...	Will the Agency provide a sample of the types of data elements to be integrated?	The Agency expects the vendor to propose the best data elements.
207	Health Management Systems, Inc.	October 28, 2013	7	Addendum 1: Attachment D-1, D.4.6 - p. 3 of 15 - 6. The Vendor shall provide private business data analysis such as financial risk scoring, provider business transactions profiles, provider demographics data cross-matched to Medicaid enrollment and state licensure.	Please provide additional information on the type of financial risk scoring required.	The Agency is asking the Vendor to identify financial risk factors for providers using commonly available data. These risk factors may include past or imminent bankruptcy, delinquent payment of bills or payroll, tax delinquencies, etc.
208	Health Management Systems, Inc.	October 28, 2013	8	Addendum 1: Attachment D-1, D.4.8 - p. 3 of 15 - 8. The Vendor shall integrate other state and federal data...	How will the Agency assist in the provision of State owned data to the chosen vendor?	As necessary.

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209	Health Management Systems, Inc.	October 28, 2013	9	Addendum 1: Attachment D-1, D.4, Services To Be Provided by the Vendor - p. 4 of 15 - 10. a-e The Vendor shall provide graph pattern analysis capability to include, at a minimum...	The term "graph pattern analysis" is not a common industry term, but we have heard it used by a specific vendor related to their product. Can the State confirm that the requirement is not for any vendor's specific product but instead relates to the general ability of the solution to identify the types of relationships and associations indicated by items 10.a through 10.e.? If the term was referring to a specific vendor's product, would the State consider rephrasing or withdrawing this requirement?	The Agency defines graph pattern analysis as an analytic approach based upon a technique known as graph pattern matching, the definition of which is widely available from a variety of publicly available sources. Generally it is the process of analyzing graph structured data to uncover important properties, patterns and anomalies so that they are easily recognizable. The Agency defines link analysis as a technique to identify and evaluate relationships between various types of objects including people, organizations and transactions.
210	Health Management Systems, Inc.	October 28, 2013	10	Addendum 1: Attachment D-1, D.4, Services To Be Provided by the Vendor - p. 4 of 15 - 12. The Vendor shall conduct active pattern and fraud scheme analysis and provide investigation-ready leads for MPI or for MPT referral to other agencies.	Can the State further clarify what is meant by "the vendor shall conduct active pattern and fraud scheme analysis"?	The Agency expects the Vendor to conduct some analysis on the integrated data to identify anomalies, patterns of behavior, unusual relationships, and other such analysis as to create user alerts, which may trigger additional analysis by human resources.

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211	Health Management Systems, Inc.	October 28, 2013	11	Addendum 1: Attachment D-1, D.4, Services To Be Provided by the Vendor - p. 4 of 15 - 15. The Vendor shall staff a support line from 8:00 a.m. to 6:00 p.m. Eastern Time, Monday through Friday, excluding state holidays. Up-time service levels for this system must be twenty-four (24) hours a day, seven (7) days a week. Support call response shall be received, within three (3) hours, after a place service support call from the Agency during business hours.	Does the State have certain SLA's that pertain to response times?	No.
212	Health Management Systems, Inc.	October 28, 2013	12	Addendum 1: Attachment D-1, D.8. Information Technology - General	How many users are anticipated to be using this system?	Estimated one hundred (100) users, with three (3) to fifty (50) concurrent.
213	Health Management Systems, Inc.	October 28, 2013	13	Addendum 1: Attachment D-1, D.8. Information Technology - p. 8 of 15 - 1. Hardware and Software Requirements. a.10 Vendor's system shall be compatible with the most recent Internet browser standards of the Agency.	What are the State's most recent browser standards?	As of October 2013, the Agency standard for Agency staff is Microsoft Internet Explorer 9.x.

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214	Health Management Systems, Inc.	October 28, 2013	14	Addendum 1: Attachment D-1, D.8. Information Technology - p. 8 of 15 - 2. Disaster Recovery. The vendor shall maintain a final, Agency approved disaster recovery plan for restoring its application software, current master files and for hardware back-up in the event its production systems are disabled.	Will the Agency accept a Business Resilience Assurance Statement, which illustrates governance over the recovery of systems and business offices?	Yes.
215	Health Management Systems, Inc.	October 28, 2013	15	Addendum 1: Attachment D-1, D.8. Information Technology - p. 9 of 15 - 3. Data Transmission and Security. The 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 Vendor's expense and at no cost to the Agency.	Is it acceptable to the Agency to establish with the vendor a data exchange protocol which includes data protection? What is the State's encryption software?	The Agency uses Cisco Ironport for email encryption but would prefer a transport layer solution rather than a client based solution. SSL Encryption on any hosted website. SFTP for data transmissions.
216	Health Management Systems, Inc.	October 28, 2013	16	Addendum 1: Attachment D-1, D.9, Reporting, D.9.3 - p. 10 of 15 - 3. Ad hoc reports requested by the Agency shall be submitted within ten (10) business days after the date of the Agency's request...	What is the Agency's expectation regarding volume and frequency of ad-hoc reports?	The volume is unknown at this time. We expect to use a secure portal to transmit requests and to see results but the vendor should not expect agency staff to write queries (i.e., SQL).

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217	Health Management Systems, Inc.	October 28, 2013	17	Original RFP Attachment E-1, - p. 6 of 21 - SRC #8 Integrate with MPI Case Management System	Please define the type of information to be exported to the case management system.	The Agency expects to receive information from the analytics service into a case management system for the purposes of documenting a data query, receiving a referral and opening a case, and other such actions. The Agency has not determined the best method of transferring that information at this time. The Agency expects integration to be a transfer of data from the case management system to the vendor. The specifications for the case management system have not been determined at this time. See Attachment D-1, Section D.4, Item 9. We expect to use a secure portal to transmit requests and to see results but the vendor should not expect agency staff to write queries (i.e., SQL).
218	Health Management Systems, Inc.	October 28, 2013	18	Original RFP Attachment E-1, - p. 7 of 21 - SRC #10 Proactive Detection	Are the alert thresholds to be customized by Agency, department, or individual users?	Yes.

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219	Health Management Systems, Inc.	October 28, 2013	19	Original RFP Attachment H, AHCA Standard Contract - p. 3 of 13 - "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, his subcontractor, or any of the employees, agents or representatives of the Vendor or subcontractor."	Will the State please consider revising this section to provide that the indemnification obligation for the Contractor, its Subcontractor, or any of the employees, agents or representatives of the Contractor or Subcontractor be limited for claims, demands, suits, actions, recoveries, judgments, and costs and expenses, arising from the "negligent performance of services" under this contract?	No, Attachment H contains Agency standard language for all contracts and cannot be changed.
220	Health Management Systems, Inc.	October 28, 2013	20	Original RFP Attachment M, 4.0 Policy - p. 3 of 18 - #7	Does the State define or categorize the system requested in this ITN as being critical to governmental services? What is considered critical governmental services?	No.
221	Health Management Systems, Inc.	October 28, 2013	21	Original RFP Attachment M, 4.0 Policy - p. 3 of 18 - #9	Can the State please provide the Agency Employee Handbook?	Yes, it can be provided to the successful vendor.
222	Health Management Systems, Inc.	October 28, 2013	22	Original RFP Attachment M, 4.0 Policy - p. 3 of 18 - #10	Can the State provide the procedures defined for responding to security breaches that are to be maintained by the CSIRT (assuming the Contactor must adhere to the same procedures)?	Notification to the Agency Information Security Manager (ISM) is required. Procedures on the side of the contractor are to be determined.

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Agency Reference No.	Vendor Name	Date Received	Vendor Question No.	Reference / Background	Question	Answer
223	Health Management Systems, Inc.	October 28, 2013	23	Original RFP Attachment M, 4.0 Policy - p. 3 of 18 - Standard 4.3 Password Conformance	Can the State please provide the current password conformance standards?	Must be Criminal Justice Information System (CJIS) Compliant.
224	Health Management Systems, Inc.	October 28, 2013	24	Original RFP Attachment B, State of Florida PUR 1000, General Contract Conditions - P 4 of 7 - 22. Termination for Convenience.	Will the State please add to this clause to Item 22? "The Contractor may terminate this contract for convenience upon ninety (90) days written notice to the State."	Attachments A and B are standard requirements, maintained by the Florida Department of Management Services, and cannot be changed.