



RICK SCOTT  
GOVERNOR

ELIZABETH DUDEK  
SECRETARY

March 11, 2015

Prospective Vendor(s):

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

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

Addendum No. 2

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

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

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

Sincerely,

*Jennifer Barrett*

Jennifer Barrett, Chief  
Bureau of Support Services

Enclosure: Addendum No. 2 (1 page)  
Attachment C-1, Revised Special Conditions (26 pages)  
Attachment D-1, Revised Scope of Services (35 pages)  
Attachment E-1, Revised Evaluation Criteria (14 pages)  
Attachment J-1, Revised Cost Proposal (2 pages)



**AHCA RFP 003-14/15  
ADDENDUM NO. 2**

**Item #1**

**Attachment C**, Special Conditions, is hereby deleted in its entirety and replaced with **Attachment C-1**, Revised Special Conditions, attached hereto and made a part of this RFP. All references in this RFP to **Attachment C**, Special Conditions, shall hereinafter refer to **Attachment C-1**, Revised Special Conditions.

**Item #2**

**Attachment D**, Scope of Services, is hereby deleted in its entirety and replaced with **Attachment D-1**, Revised Scope of Services, attached hereto and made a part of this RFP. All references in this RFP to **Attachment D**, Scope of Services, shall hereinafter refer to **Attachment D-1**, Revised Scope of Services.

**Item #3**

**Attachment E**, Evaluation Criteria, is hereby deleted in its entirety and replaced with **Attachment E-1**, Revised Evaluation Criteria, attached hereto and made a part of this RFP. All references in this RFP to **Attachment E**, Evaluation Criteria, shall hereinafter refer to **Attachment E-1**, Revised Evaluation Criteria.

**Item #4**

**Attachment J**, Cost Proposal, is hereby deleted in its entirety and replaced with **Attachment J-1**, Revised Cost Proposal, attached hereto and made a part of this RFP. All references in this RFP to **Attachment J**, Cost Proposal, shall hereinafter refer to **Attachment J-1**, Revised Cost Proposal.

## ATTACHMENT C-1 REVISED SPECIAL CONDITIONS

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

**C.6 Solicitation Timeline:**

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

ACTIVITY	DATE/TIME	LOCATION
Solicitation Issued by Agency	February 24, 2015	Electronically Posted <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_menu</a>
Deadline for Receipt of Written Inquiries	March 20, 2015	2727 Mahan Drive, MS# 15 Tallahassee, FL 32308-5403
Anticipated date for Agency Responses to Written Inquiries	March 30, 2015	Electronically Posted <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_menu</a>
Deadline for Receipt of Responses	April 17, 2015 @ 2:00 PM	Address Provided in C.5 above
Public Opening of Responses	April 17, 2015 @ 2:00 PM	2727 Mahan Drive, Building 2 Operations Conference Room, 2 <sup>nd</sup> Floor, Room 200 Tallahassee, FL 32308-5403
Anticipated Posting of Notice of Intent to Award	May 12, 2015	Electronically Posted <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_menu</a>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **C.14 Required Certifications:**

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

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

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

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

**C.15 Original Proposal Guarantee:**

The original response must be accompanied by an original proposal guarantee payable to the State of Florida in the amount of **\$244,157.20**; the respondent must be the guarantor. The Agency **will not** accept a copy of the proposal guarantee with the original response.

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

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

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

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

**C.16 Prohibition of Gratuities:**

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

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

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

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

**C.18 Number of Awards:**

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

**C.19 Term of Contract:**

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

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

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

**C.20 Subcontracting:**

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

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

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

**C.21 Performance Bond:**

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

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

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

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

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

**C.22 Venue:**

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

**C.23 Inspection of Records and Work Performed:**

The State and its authorized representatives shall, at all reasonable times, have the right to enter the successful vendor's premises, or other places where duties under the resulting Contract are performed. All inspections and evaluations shall be performed in such a manner as not to unduly delay work.

The successful vendor shall retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under the resulting Contract for a period of six (6) years after termination of the resulting Contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings.

Refusal by the successful vendor to allow access to all records, documents, papers, letters, other materials or on-site activities related to the resulting Contract performance shall constitute a breach of the resulting Contract. The right of the State and its authorized representatives to perform inspections shall continue for as long as the successful vendor is required to maintain records. The successful vendor will be responsible for all storage fees associated with the medical records maintained under the resulting Contract. The successful vendor is also responsible for the shredding of medical records that meet the retention schedule noted above.

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



#### **C.24 Accounting:**

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

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

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

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

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

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

#### **C.26 Audits/Monitoring:**

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

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

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

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

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

**C.27 EEO Compliance:**

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

**C.28 Lobbying Disclosure:**

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

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

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

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

**C.30 HIPAA Compliance:**

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

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

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

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

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

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

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

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

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

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

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

preserve and protect the legal rights of the Agency.

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

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

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

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

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

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

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

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

**C.33 Work Authorization Program:**

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

**C.34 Scrutinized Companies List:**

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

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

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

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

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

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

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

**C.37 Insurance:**

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

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

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

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

**C.38 State Project Plan:**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

The RFP response shall consist of the following parts:

**A. Mandatory Documentation**

**1. Transmittal (Cover) Letter**

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

**2. Original Proposal Guarantee**

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

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

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

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

The Agency reserves the right to contact sources other than those identified by the respondent to obtain additional information regarding past performance. Any information obtained as a result of such contact may be used to determine whether or not the respondent is a “responsible vendor”, as defined in Section 287.012(25), Florida Statutes.

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

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

### **C. Financial Information**

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

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

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

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

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

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

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

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

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

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

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

**E. Technical Response**

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

**1. Table of Contents**

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

**2. Executive Summary**

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

**3. Organizational Structure and History**

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

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

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

**4. Respondent Experience and Qualifications**

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

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

**5. Project Timeliness**

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

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

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

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

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

**7. IV and V Project Oversight**

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

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

**8. Report on the MMIS/DSS/Fiscal Agent Procurement Solicitation Document(s)**

The respondent shall describe its proposed approach to assess the alignment of the project research and planning documentation and the Implementation Advance Planning Document (IAPD) with the MMIS and DSS procurement document(s), and the advantages of the proposed approach, as described in Attachment D, Scope of Services, Section D.4, Services To Be Provided by the IV and V Vendor, sub-item b., Planning and Initial Project Review Tasks. At a minimum, the description shall include the following:

- a. Assessment of the MMIS/DSS/Fiscal Agent Solicitation(s) Document by reviewing the following:
  - 1) MITA SS-A;
  - 2) Current MMIS/DSS system functionality assessment;
  - 3) Gap Analysis;
  - 4) Research Report;
  - 5) Recommended Solutions Report; and
  - 6) IAPD.
- b. Document any inconsistencies between the MITA SS-A, the IAPD, and the draft MMIS/DSS/Fiscal Agent solicitation document(s).

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

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

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

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

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

- a. Approach to creating traceability of functions to original requirements;

- b. Proposed milestone/phase exit criteria; and
- c. Approach to conducting and writing bi-weekly compliance reviews during the implementation phase.

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

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

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

**12. MMIS/DSS Test Validation**

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

- a. Attending and participating in the MMIS/DSS/Fiscal Agent vendor(s) testing sessions. This includes system integration testing, interface testing, functional testing, end-to-end testing, and provider testing;
- b. Reviewing and validating the MMIS/DSS/Fiscal Agent vendor(s) test process, test data, test scenarios, test cases, and test results;
- c. Providing a summary of the results within three (3) business days of the test review;
- d. Reporting the final results of the MMIS/DSS/Fiscal Agent vendor(s) testing to the project team; and

- e. Validating in a final written report to the Agency on the MMIS/DSS/Fiscal Agent vendor(s) testing phase that the test results were sufficient to validate the software and system's functionality.

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

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

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

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

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

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

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

The respondent shall describe its proposed approach to review and assess requirements related to the various implementation plans of the successful



MMIS/DSS/Fiscal Agent vendor(s) and to assess operational readiness. At a minimum, the description shall include the following:

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

**16. Quality Assurance**

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

- a. Evidence that the respondent's existing or proposed policies address the requirements specified in this RFP;
- b. Identification of designated individuals responsible for high-level activities associated with or that affect resulting Contract activities;
- c. Escalation procedures; and
- d. Performance improvement processes.

**17. Vendor Staffing**

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

- a. A staff organization chart that identifies proposed key staff by name, if known at time of response submission, and position title and proposed staffing levels. If key staff positions are vacant, the respondent shall identify key staff by position titles;

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

**18. Information Technology (IT)**

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

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

b. Disaster Recovery

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

c. Data Transmission and Security

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

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

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

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

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

**C.41 Response Clarification:**

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

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

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

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

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

Tabulation of Results, with the recommended Contract award, will be posted and will be available for review by interested parties at the time and location specified in Section C.6, Solicitation Timeline, and will remain posted for a period of seventy-two (72) hours, not including weekends or State observed holidays. Any responding vendor desiring to protest the recommended Contract award must file a notice of protest to the Issuing Officer identified in Section C.5, and any formal protest with the Agency for Health Care Administration, Agency Clerk, 2727 Mahan Drive, MS #3, Building 3, Room 3407C, Tallahassee, Florida 32308, within the time prescribed in Section 120.57(3), Florida Statutes and Chapter 28-110, Florida Administrative Code. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

**C.44 Federal Approval:**

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

# **ATTACHMENT D-1 REVISED SCOPE OF SERVICES**

## **D. 1 Background**

### **a. Background**

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

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

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

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

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

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

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

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

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

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

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

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

<b>TABLE 1 KEY PROJECT DATES</b>	
<b>Date</b>	<b>Event</b>
February 2014	Federal approval of planning phase.
May 2014	Issue Request for Quote for planning/research Vendor.
July 2014	Issue solicitations for Project Management Office (PMO)/Design, Development and Implementation (DDI) Support Vendor.
July 2014	Award Contract for planning/research Vendor.
August 2014	Contract start for planning/research Vendor.
October 2014	Award Contracts for PMO/DDI Support Vendor.
December 2014	Contract start for PMO/DDI Support Vendor.
February 2015	Issue solicitation for Independent Verification and Validation (IV and V) Vendor.
May 2015	Award Contract for IV and V Vendor.
June 2015	Contract start for IV and V Vendor.
November 2015	Issue solicitation(s) for MMIS/DSS/Fiscal Agent Vendor(s).
June 2016	Post Intent to Award Contract(s) for MMIS/DSS/Fiscal Agent Vendor(s).
January 2017	MMIS/DSS Design, Development and Implementation Phase Startup.
July 1, 2018	MMIS/DSS/Fiscal Agent Contract(s) Operations Startup.

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

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

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

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

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

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

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

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

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

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

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



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

**c. DDI Evaluation and Monthly Reporting**

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

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

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

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

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

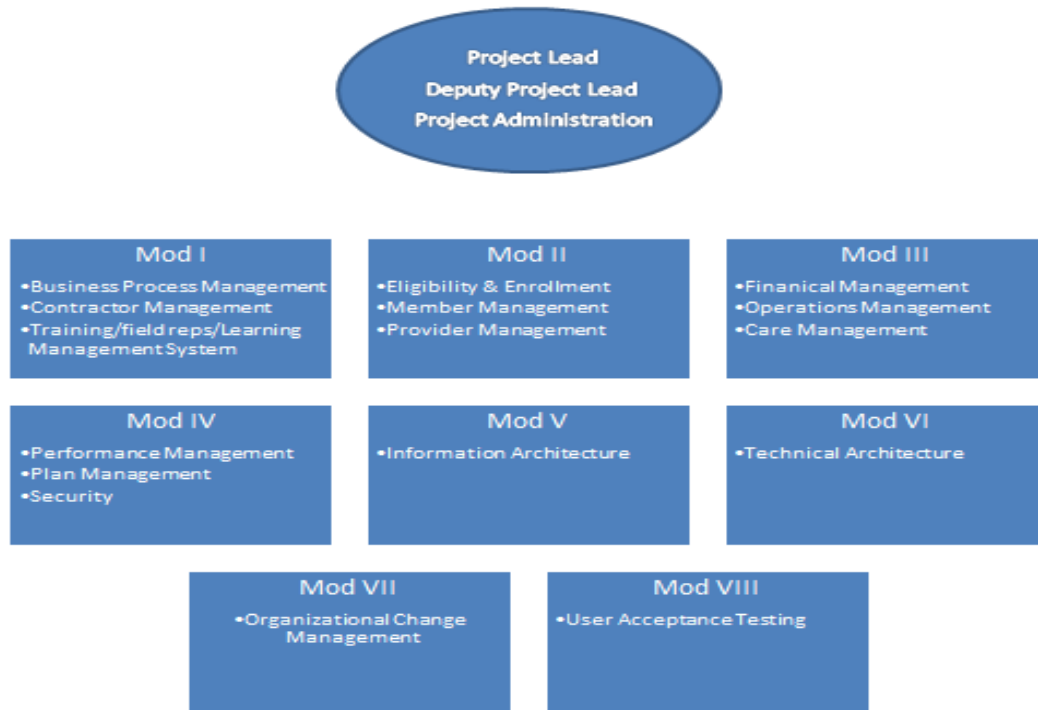
3. Create materials, media selection, and training schedule;
4. Conduct OCM sessions and materials to target groups;
5. Assess the effectiveness of OCM activities;
6. Assess Implementation Plans and operational readiness; and
7. Provide Lessons Learned and Project Closeout Reports.

**e. Project Oversight and Organizational Structure**

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**FIGURE 1  
PROJECT OVERSIGHT ORGANIZATIONAL STRUCTURE**



**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

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

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

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

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

#### **a. General**

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

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

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

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

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

<b>TABLE 3</b>				
<b>PLANNING AND INITIAL PROJECT REVIEW TASKS</b>				
<b>Deliverable</b>	<b>No.</b>	<b>Task/Service Requirements</b>	<b>No.</b>	<b>Description</b>
IV and V Management Plan  Within four (4) weeks of execution of the Contract resulting from this RFP.	<b>1</b>	Develop the IV and V Management Plan to include Tasks 1.1 and 1.2, described in this Table.	<b>1.1</b>	Assessment of the current project management and stakeholder involvement: <ul style="list-style-type: none"> <li>• Project organization and overall project performance;</li> <li>• Project management protocols;</li> <li>• Stakeholder identification and participation;</li> <li>• Communication success and feedback loops; and</li> <li>• Risk assessment and change management.</li> </ul>
			<b>1.2</b>	Provide recommendations and project plan: <ul style="list-style-type: none"> <li>• Identify project deficiencies and recommend project improvements;</li> <li>• Identify scope, depth, schedule, tools, and resource requirements of the IV and V effort;</li> <li>• Create IV and V Work Breakdown Structure (WBS) for inclusion in the integrated project plan;</li> <li>• Create performance metrics to track project completion against milestones set by the State; and</li> </ul>

TABLE 3 PLANNING AND INITIAL PROJECT REVIEW TASKS				
Deliverable	No.	Task/Service Requirements	No.	Description
				<ul style="list-style-type: none"> <li>• Provide predictive analysis of risk impact.</li> </ul>
Report on the MMIS/DSS/Fiscal Agent Procurement Solicitation Document(s)	2	Assess and report on the alignment of the project research and planning documentation and Implementation Advance Planning Document (IAPD) with the procurement solicitation document(s)	2.1	<ul style="list-style-type: none"> <li>• Assessment of the MMIS/DSS/Fiscal Agent Solicitation(s) Document by reviewing the following: <ul style="list-style-type: none"> <li>• MITA SS-A;</li> <li>• Current MMIS/DSS system functionality assessment;</li> <li>• Gap Analysis;</li> <li>• Research Report;</li> <li>• Recommended Solutions Report; and</li> <li>• IAPD.</li> </ul> </li> </ul> <p>Document any inconsistencies between the MITA SS-A, the IAPD, and the draft MMIS/DSS/Fiscal Agent solicitation document(s).</p>
Report on MMIS/DSS/Fiscal Agent Vendors Solicitation Proposed Technical Solutions  Within twenty (20) business days of the MMIS/DSS solicitation submission deadline.	3	Report on MMIS/DSS/Fiscal Agent Vendors MMIS/DSS solicitation responses – Vendors’ Proposed Technical Solutions’ Support of Business Needs.	3.1	<p>Analyze the Solicitation Responses – Vendors’ Proposed Technical Solutions:</p> <ul style="list-style-type: none"> <li>• Review designated Vendor responses to assess support of the Agency’s stated business needs; and</li> <li>• Document Vendor proposals’ costs/benefits.</li> </ul>

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

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

<b>TABLE 4</b>				
<b>DDI EVALUATION AND MONTHLY REPORTING TASKS</b>				
<b>Deliverable</b>	<b>No.</b>	<b>Task/Service Requirements</b>	<b>No.</b>	<b>Description</b>
<p>Comprehensive Monthly Report</p> <p>Includes summary-level information on the following activities:</p> <ul style="list-style-type: none"> <li>• Project Performance;</li> <li>• Future activity highlights and identification of possible barriers to the Project and proposed resolutions;</li> <li>• MMIS/DSS/Fiscal Agent Vendor(s) Deliverables Review;</li> <li>• JAD Sessions;</li> <li>• Solicitation/Contract compliance;</li> <li>• System test status and deficiencies;</li> <li>• System test final results; and</li> <li>• UAT Testing Status.</li> </ul> <p>By the 15th day of the month following the reporting month.</p>	<b>4</b>	Project Performance Reporting	<b>4.1</b>	WBS Update – submitted weekly to PMO/DDI Support Vendor.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

<b>TABLE 4</b>				
<b>DDI EVALUATION AND MONTHLY REPORTING TASKS</b>				
<b>Deliverable</b>	<b>No.</b>	<b>Task/Service Requirements</b>	<b>No.</b>	<b>Description</b>
			<b>4.2</b>	Analysis of past project performance and report on performance metrics to allow tracking project completion against established milestones.
			<b>4.3</b>	Risk assessment.
			<b>4.4</b>	Make recommendations for improvement.
		Review of All MMIS/DSS/Fiscal Agent Vendor(s) Deliverables.	<b>4.5</b>	<p>Review and recommend changes or approval of all MMIS/DSS/Fiscal Agent Vendor(s) deliverables as part of the Agency's review and approval process to ensure that the Agency receives quality deliverables while achieving all critical project goals and deadlines.</p> <p>Within ten (10) business days of receipt of the deliverable, provide:</p> <ul style="list-style-type: none"> <li>• Written recommendation as to whether deliverables should be accepted by the Agency as received or returned for modifications; and</li> <li>• Written suggestions for modifications to the deliverables.</li> </ul>
		MMIS/DSS/Fiscal Agent JAD Sessions during the DDI Phases.	<b>4.6</b>	Actively participate in all JAD meetings and contribute expertise to all phases of the procurement project.



<b>TABLE 4</b>				
<b>DDI EVALUATION AND MONTHLY REPORTING TASKS</b>				
<b>Deliverable</b>	<b>No.</b>	<b>Task/Service Requirements</b>	<b>No.</b>	<b>Description</b>
			<b>4.7</b>	Ensure requirements are understood by the MMIS/DSS/Fiscal Agent Vendor(s) and the design meets the State's expectations.
			<b>4.8</b>	Identify risks and issues on an ongoing basis throughout the MMIS/DSS/Fiscal Agent phase and report project impact.
Solicitation Requirements Compliance and Traceability Monitoring Methodology  Sixty (60) business days before the start of the DDI phase.	<b>5</b>	Monitoring of MMIS/DSS/Fiscal Agent Vendor(s) solicitation compliance.	<b>5.1</b>	Develop a written methodology to evaluate the MMIS/DSS/Fiscal Agent Vendor(s) compliance with the solicitation requirements post award, including traceability of functions to original requirements and proposed milestone/phase exit criteria.
Included in Comprehensive Monthly Report.			<b>5.2</b>	Perform and write bi-weekly compliance reviews during the implementation phase.
			<b>5.3</b>	Write recommendations for solutions if issues or risks are identified during the review.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

<b>TABLE 4</b>				
<b>DDI EVALUATION AND MONTHLY REPORTING TASKS</b>				
<b>Deliverable</b>	<b>No.</b>	<b>Task/Service Requirements</b>	<b>No.</b>	<b>Description</b>
Included in Comprehensive Monthly Report	6	Validate system test results.	6.1	<p>Attend and participate in the MMIS/DSS/Fiscal Agent Vendor(s) testing sessions. This includes system integration testing, interface testing, functional testing, end-to-end testing, and provider testing.</p> <ul style="list-style-type: none"> <li>Review and validate the MMIS/DSS/Fiscal Agent Vendor(s) test process, test data, test scenarios, test cases, and test results;</li> <li>Within three (3) business days of the test review provide a summary of the results; and</li> <li>Report the final results of the MMIS/DSS/Fiscal Agent Vendor(s) testing to the project team.</li> </ul>
System Test Validation Report  Within ten (10) business days of the conclusion of the testing phase.			6.2	<p>Validate in a final written report to the Agency on the MMIS/DSS/Fiscal Agent Vendor(s) testing phase that the test results were sufficient to validate the software and system's functionality. Elements to be addressed include:</p> <ul style="list-style-type: none"> <li>Test process, test data, test scenarios, test cases, and test results; and</li> <li>All critical defects and status of remediation.</li> </ul>

<b>TABLE 4</b>				
<b>DDI EVALUATION AND MONTHLY REPORTING TASKS</b>				
<b>Deliverable</b>	<b>No.</b>	<b>Task/Service Requirements</b>	<b>No.</b>	<b>Description</b>
UAT Plan December 4, 2017	7	UAT	7.1	Develop a UAT Plan that describes the approach, timing, and activities involved in coordinating and conducting UAT, as well as the recommended depth and breadth of coverage from a functional perspective that needs to be exercised during UAT testing. The UAT Plan must include testing and planning for both internal and external stakeholders.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

<b>TABLE 4</b>				
<b>DDI EVALUATION AND MONTHLY REPORTING TASKS</b>				
<b>Deliverable</b>	<b>No.</b>	<b>Task/Service Requirements</b>	<b>No.</b>	<b>Description</b>
UAT Protocols and Training Manual  January 2, 2018	<b>8</b>		<b>8.1</b>	Develop a UAT Protocols and Training Manual that describes the goals and objectives of UAT; roles and responsibilities of the UAT Team; test methods and techniques; testing tools and templates; identified testing scenarios; and sample test cases.
UAT Testing Execution and Status Reporting (January 9, 2018 – April 20, 2018)  Included in Comprehensive Monthly Report.			<b>8.2</b>	Collaborate with the MMIS/DSS/Fiscal Agent Vendor and Subject Matter Expert (SME) leads to develop test scenarios and related test cases; test data; UAT schedule; and tracking tools including weekly test log.  Execute UAT testing activities including training testers; coordinating/facilitating the UAT testing; and the logging and reporting of test case results on a weekly basis.
UAT Results Report  Within ten (10) business days of the end of UAT.	<b>9</b>		<b>9.1</b>	UAT Results Report with executive summaries to communicate UAT testing progress and results and to validate that the initial system requirements have been met.

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

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

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

<b>TABLE 5 IMPLEMENTATION EVALUATION, ORGANIZATIONAL CHANGE MANAGEMENT, AND PROJECT CLOSEOUT TASKS</b>				
<b>Deliverable</b>	<b>No.</b>	<b>Task/Service Requirements</b>	<b>No.</b>	<b>Description</b>
OCM Plan  Six (6) weeks prior to the end of the design and development phase.	<b>10</b>	Create OCM Plan	<b>10.1</b>	Address a comprehensive organizational change management strategy to prepare for implementation of the Agency's chosen solution for the MMIS/DSS solicitation. Coordinate with the DDI Vendor to document all operational impacts of system enhancements or changes.
			<b>10.2</b>	Organize the plan around the MITA business processes and the seven (7) conditions and standards.
			<b>10.3</b>	Facilitate the identification and organization of stakeholder OCM teams to serve as champions to lead OCM activities at the program level.
OCM Delivery Schedule and Materials Report  Within nine (9) weeks of approval of the OCM plan.	<b>11</b>	Create materials, media selection, and training schedule.	<b>11.1</b>	Collaborate with Agency leadership, communications office, and the stakeholder OCM teams to develop awareness/communication materials, media selection, and delivery schedule.
			<b>11.2</b>	Continue coordination with the PMO/DDI Support Vendor and the MMIS/DSS/Fiscal Agent Vendor regarding OCM activities.
Monthly Report: OCM Sessions and Assessment of OCM	<b>12</b>	Provide OCM sessions and materials to target groups.	<b>12.1</b>	Use OCM best practices to coach Agency programs in the areas of OCM Communication;

TABLE 5 IMPLEMENTATION EVALUATION, ORGANIZATIONAL CHANGE MANAGEMENT, AND PROJECT CLOSEOUT TASKS				
Deliverable	No.	Task/Service Requirements	No.	Description
Effectiveness  By the 15th day of the month following the reporting month.				Sponsorship; Coaching; Training; Resistance Management; and Reinforcement to facilitate change readiness and system adoption.  Sessions must be delivered statewide using a variety of methods including use of live web casts, interactive modules, and face-to-face sessions.
			12.2	Support the consistent dissemination of project status information to stakeholders and Project Team Members.
			12.3	Continue to lead OCM activities by mentoring and guiding the OCM teams.
			12.4	Assess the effectiveness of OCM activities and recommend strategies to strengthen change readiness.
			12.5	Modify OCM strategy as needed to ensure change readiness.
			12.6	Update the internal stakeholder and communication matrices as the stakeholder makeup and their needs change throughout the lifecycle of the Project.
Implementation Planning Assessment  Within fifteen (15) business days of submission of the implementation plans.	13	Assess Operational Readiness and Implementation Planning.	13.1	Provide a written assessment of the MMIS/DSS/Fiscal Agent Vendor(s)' implementation plan as related to the MMIS/DSS/Fiscal Agent Vendor(s) solicitation requirements, including, at a minimum, the following: <ul style="list-style-type: none"> <li>Adequacy of the new software, systems and supporting processes;</li> </ul>

TABLE 5 IMPLEMENTATION EVALUATION, ORGANIZATIONAL CHANGE MANAGEMENT, AND PROJECT CLOSEOUT TASKS				
Deliverable	No.	Task/Service Requirements	No.	Description
				<ul style="list-style-type: none"> <li>• All system-related functionality;</li> <li>• Infrastructure readiness;</li> <li>• Data conversion plan; and</li> <li>• Disaster recovery plan.</li> </ul>
Operational Readiness Recommendation  Within twenty (20) business days following completion of UAT execution.	14		14.1	Prepare a written recommendation of readiness at the completion of system testing, operational readiness testing, provider testing, and UAT that includes verification that critical defects have been corrected and validation of the DDI Vendor's plan for remediation of non-critical defects.
Lessons Learned Report  September 30, 2018	15	Lessons Learned and Project Closeout Report	15.1	Document lessons learned and observations made during the Project that could be used to improve performance on future projects.
IV and V Closeout Report  January 31, 2019	16		16.1	Provide a final IV and V report summarizing all assessment reports and recommendations prior to concluding IV and V activities.

## D.5 Deliverables

### a. Comprehensive Monthly Report

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

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

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

**b. Submission of Deliverables**

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

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

**c. Planning and Project Review Deliverables**

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



<b>TABLE 6 PLANNING AND PROJECT REVIEW DELIVERABLE SCHEDULE</b>			
<b>No.</b>	<b>Deliverable</b>	<b>Anticipated Due Date</b>	<b>Percent (%)Value of Total Contract</b>
<b>1</b>	IV and V Management Plan	June 29, 2015	6.40%
<b>2</b>	Report on the MMIS/DSS/Fiscal Agent Procurement Solicitation Document(s)	August 14, 2015	3.33%
<b>3</b>	Report on MMIS/DSS/Fiscal Agent Vendors Proposed Technical Solutions	March 31, 2016	1.66%

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

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

<b>TABLE 7 DDI EVALUATION AND MONTHLY REPORTING DELIVERABLE SCHEDULE</b>			
<b>No.</b>	<b>Deliverable</b>	<b>Anticipated Due Date</b>	<b>Percent Value of Total Contract</b>
<b>4</b>	Comprehensive Monthly Report — the designated components described in Table 4, DDI Evaluation and Monthly Reporting Tasks will be included in the monthly report as the activities occur over the life of the project. Summary level reporting for all components will be reported in the Comprehensive Monthly Report.	By the 15 <sup>th</sup> day of the month following the reporting month.  First report for July 2015 is due by August 15, 2015.	60.14%
<b>5</b>	Solicitation Requirements Compliance and Traceability Monitoring Methodology	August 15, 2016	1.28%
<b>6</b>	System Test Validation Report	January 17, 2018	1.28%
	<b>UAT</b>		
<b>7</b>	UAT Plan	December 4, 2017	1.02%
<b>8</b>	UAT Protocols and Training Manual	January 2, 2018	1.02%
	Execution of UAT	In Comprehensive Monthly Report	
<b>9</b>	UAT Results Report	May 7, 2018	5.02%

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

The IV and V Vendor shall submit deliverables as described in Table 8, Implementation Evaluation, Organizational Change Management, and Project Closeout Deliverable Schedule, below. The Agency reserves the right to modify and/or include additional deliverables to achieve the purpose of the Contract resulting from this RFP as described herein and within the scope of this RFP. The Agency in its sole discretion will make this determination. Such revisions shall be reduced to writing and included in the resulting Contract through formal amendment. The OCM Monthly Report shall be invoiced monthly.

<b>TABLE 8 IMPLEMENTATION EVALUATION, ORGANIZATIONAL CHANGE MANAGEMENT, AND PROJECT CLOSEOUT DELIVERABLE SCHEDULE</b>			
<b>No.</b>	<b>Deliverable</b>	<b>Anticipated Due Date</b>	<b>Percent Value of Total Contract</b>
<b>10</b>	OCM Plan	April 3, 2017	0.99%
<b>11</b>	OCM Delivery Schedule and Materials	June 16, 2017	0.77%
<b>12</b>	Monthly Report: OCM Sessions and Assessment of OCM Effectiveness	August 2017 through March 2018. By the 15th day of the month following the reporting month.	12.37%
<b>13</b>	Implementation Planning Assessment	November 27, 2017	0.59%
<b>14</b>	Operational Readiness Recommendation	May 18, 2018	2.35%
<b>15</b>	Lessons Learned Report	September 30, 2018	0.88%
<b>16</b>	IV and V Closeout Report	January 31, 2019	0.88%

**D.6 Reporting**

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

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

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

**a. “Task” Specific Reports**

The IV and V Vendor shall submit “Task” specific reports in a format prescribed by the Agency and in accordance with the deliverable schedule contained in Table 6 Planning and Project Review Deliverable Schedule; Table 7, DDI Evaluation and Monthly Reporting Deliverable Schedule; and Table 8, Implementation Evaluation, Organizational Change Management, and Project Closeout Deliverable Schedule.

**b. Weekly Status Reports**

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

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

**c. Monthly Project Report**

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

**d. Ad Hoc Reporting**

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

**D.7 Quality Assurance**

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

- a. Designated individual(s) responsible for high-level quality assurance activities associated with or that affect the Contract resulting from this RFP;
- b. Quality review procedures that document QA review steps completed prior to delivery of documents to the Agency;
- c. Quality review procedures that document QA review steps for evaluating new Vendor activities to meet compliance requirements for the Contract resulting from this RFP;
- d. Escalation procedures; and
- e. Performance improvement processes.

**D.8 Staffing**

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

**a. General Staffing Requirements**

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

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

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

**b. Key Staff**

1. Contract Manager

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

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

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

## 2. Project Manager

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

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

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

## 3. Organizational Change Management Lead

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

The OCM Lead shall have Prosci Change Management Certification and at least three (3) years' experience leading an OCM project. The OCM Lead shall have demonstrated knowledge of an organization of comparable size and complexity like the Agency and the experience to document and identify the operational changes required of business users. The OCM Lead shall have experience

leading organizational change sessions and designing training plans and training courses, and delivering OCM training sessions to large and diverse audiences.

#### 4. Testing Verification Lead

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

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

#### c. Subcontracting

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

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

#### D.9 Monitoring

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

#### D.10 Office Space

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

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

#### D.11 Method of Payment

- a. The Contract resulting from this RFP shall be a fixed price (unit cost) Contract. The Agency anticipates the total value of the Contract resulting from this RFP shall not exceed **\$4,883,144.00**, subject to the availability of funds. The State of Florida's

performance and obligation to pay under the Contract resulting from this RFP is contingent upon an annual appropriation by the Florida Legislature.

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

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

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

<b>TABLE 9</b>	
<b>FUNDING LEVEL PER STATE FISCAL YEAR (SFY)</b>	
<b>SFY</b>	<b>Maximum Funding Level</b>
SFY 2014/15	\$312,539.00
SFY 2015/16	\$1,217,739.00
SFY 2016/17	\$1,054,632.00
SFY 2017/18	\$2,060,986.00
SFY 2018/19	\$237,248.00
<b>Total Contract Amount</b>	<b>\$4,883,144.00</b>

**c. Invoicing**

1. The IV and V Vendor shall submit a properly completed invoice to the Agency's Contract Manager no later than the 15<sup>th</sup> calendar day of the month following the reporting month.
2. The invoice shall include at a minimum:
  - a) Documentation detailing deliverables completed and/or services rendered covered by the invoice;
  - b) The time period in which deliverables were completed and/or services were rendered;
  - c) The IV and V Vendor's unique identifying invoice number;
  - d) Invoice date;
  - e) The IV and V Vendor's payment remittance address;
  - f) The Agency's Contract number; and
  - g) Other supporting documentation as requested by the Agency.

3. The IV and V Vendor shall not charge the Agency for any travel expenses related to any portion of this RFP or the resulting Contract.

**D.12 Performance Standards and Liquidated Damages**

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

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



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

<b>TABLE 10 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES</b>	
<b>Performance Standard Requirement</b>	<b>Liquidated Damages To Be Imposed</b>
Submission of Deliverable No. 12, Monthly Report: OCM Sessions and Assessment of OCM Effectiveness, as required in Table 8, Implementation Evaluation, Organizational Change Management, and Project Closeout Deliverable Schedule.	<b>\$100.00</b> per day for each calendar day beyond the due date established in the Contract resulting from this RFP. These damages will also apply to deliverables received by the due date that are of unacceptable quality or sufficiency.
Submission of Deliverable No. 13, Implementation Planning Assessment, as required in Table 8, Implementation Evaluation, Organizational Change Management, and Project Closeout Deliverable Schedule.	<b>\$100.00</b> per day for each calendar day beyond the due date established in the Contract resulting from this RFP. These damages will also apply to deliverables received by the due date that are of unacceptable quality or sufficiency.
Submission of Deliverable No. 14, Operational Readiness Recommendation, as required in Table 8, Implementation Evaluation, Organizational Change Management, and Project Closeout Deliverable Schedule.	<b>\$250.00</b> per day for each calendar day beyond the due date established in the Contract resulting from this RFP. These damages will also apply to deliverables received by the due date that are of unacceptable quality or sufficiency.
Submission of Deliverable No. 15, Lessons Learned Report, as required in Table 8, Implementation Evaluation, Organizational Change Management, and Project Closeout Deliverable Schedule.	<b>\$100.00</b> per day for each calendar day beyond the due date established in the Contract resulting from this RFP. These damages will also apply to deliverables received by the due date that are of unacceptable quality or sufficiency.
Submission of Deliverable No. 16, IV and V Closeout Report, as required in Table 8, Implementation Evaluation, Organizational Change Management, and Project Closeout Deliverable Schedule.	<b>\$100.00</b> per day for each calendar day beyond the due date established in the Contract resulting from this RFP. These damages will also apply to deliverables received by the due date that are of unacceptable quality or sufficiency.
The Vendor shall comply with public records laws, in accordance with Section 119.0701, Florida Statutes.	<b>\$5,000.00</b> for each incident in which the Vendor does not comply with a public records request.

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

finding the IV and V Vendor to be out of compliance, and all remedies provided in the Contract resulting from this RFP and under law, shall become available to the Agency.

**b. General Liquidated Damages**

1. The Agency may impose up to a one percent (1%) reduction of the total, monthly invoice amount for each incident in which the Vendor has failed to meet a deadline as specified in the Contract resulting from this RFP, not to exceed five percent (5%) per month.
2. The Agency will impose upon the Vendor liquidated damages of five hundred dollars (**\$500.00**) to five thousand dollars (**\$5,000.00**), per incident per occurrence, depending upon the severity, if the Vendor inappropriately releases Protected Health Information. In addition, federal penalties may apply in accordance with the Health Insurance Portability and Accountability Act of 1996.

**D.13 Performance Bond**

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

<b>TABLE 11 ESTIMATED PERFORMANCE BOND REQUIREMENTS</b>		
<b>Contract Term</b>	<b>“Estimated” Annual Contract Amount</b>	<b>Performance Bond Amount (10%)</b>
SFY 2014/15	\$312,539.00	\$31,253.90
SFY 2015/16	\$1,217,739.00	\$121,773.90
SFY 2016/17	\$1,054,632.00	\$105,463.20
SFY 2017/18	\$2,060,986.00	\$206,098.60
SFY 2018/19	\$237,248.00	\$23,724.80

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

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

bond. The bond shall provide that the insurer or bonding company(s) pay losses suffered by the Agency directly to the Agency.

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

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

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

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**f. Monitoring by Vendor**

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

**g. Minority and Certified Minority Subcontractors**

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

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

**h. MyFloridaMarketPlace Vendor Registration**

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

**i. MyFloridaMarketPlace Transaction Fee**

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

**j. Information Technology**

1. Disaster Recovery

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

## 2. Data Transmission and Security

The IV and V Vendor shall ensure that the operation of all of its systems is performed in accordance with Federal and State regulations and guidelines related to security and confidentiality and meet all privacy and security requirements of HIPAA regulations.

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

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

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

In addition to the above, the IV and V Vendor shall ensure that the requirements of the Florida Security Rule 71A-1, Florida Administrative Code (FAC) is enforced and shall adhere to the Agency's Information Technology Security Plan requirements as set forth in **Attachment L**, Agency for Health Care Administration Information Technology Security Plan.

### k. Public Records Requests

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

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

5. If the Vendor does not comply with a public records request, the Agency shall enforce the Contract provisions in accordance with the Contract resulting from this RFP.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## **ATTACHMENT E-1 REVISED EVALUATION CRITERIA**

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

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

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

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

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

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

Points

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

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



**E.4 Cost Proposal Evaluation:**

The Agency will evaluate each cost proposal and award points based on the following:

The respondent with the lowest proposed fixed total Contract Amount (Table 1 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:

<i>Lowest Proposed Fixed Total Cost</i>											<i>Total Points Awarded rounded to the nearest whole number</i>
$\div$											
<i>Remaining Respondent's Proposed Cost</i>	=	“%”	x	5	=						

Example:

In this example, there are three respondents:

	Respondent A		Respondent B		Respondent C	
	Fixed Cost	Points Awarded	Fixed Cost	Points Awarded	Fixed Cost	Points Awarded
Proposed Cost	\$8,000,000	5	\$11,750,000	3	\$10,500,000	4

**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 RFP. 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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## E.6 Ranking of Responses:

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

See scoring example below:

### SCORING EXAMPLE:

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

#### Step 1

A total score will be calculated for each response.

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

#### Step 2

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

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

#### Step 3

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

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**PART I**

**MANDATORY CRITERIA**

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

<b>QUESTIONS</b>		<b>YES</b>	<b>NO</b>
A.	Does the response include the Mandatory Documentation specified in <b>Attachment C</b> , Special Conditions, Section C.39.A, from each party, if applicable?  <b>1. Transmittal (Cover) Letter:</b> Signed by an individual having authority to bind the respondent, as specified in <b>Attachment C</b> , Special Conditions, Section C.39.A.1. of this RFP <input type="checkbox"/> <b>2. Original Proposal Guarantee:</b> In an amount of <b>\$244,157.20</b> as specified in <b>Attachment C</b> , Special Conditions, Section C.15 of this RFP <input type="checkbox"/>		
B.	Does the response include Page 1 of Attachment F, as required in <b>Attachment C</b> , Special Conditions, Section C.39.B. and in <b>Attachment F</b> , Past Performance – Client Reference Form?		
C.	Does the response include financial information, as required in <b>Attachment C</b> , Special Conditions, Section C.39.C., from each party, if applicable?		
D.	Does the response include the completed <b>Attachment J</b> , Cost Proposal, as required in <b>Attachment C</b> , Special Conditions, Section C.39.D?		
E.	Does the response include a signed <b>Attachment G</b> , Required Certifications, as specified in <b>Attachment C</b> , Special Conditions, Section C.14 of this RFP, from each party, if applicable?		
F.	Does the response include a signed <b>Attachment K</b> , Vendor Certification Regarding Scrutinized Companies Lists, as required in <b>Attachment C</b> , Special Conditions, Section C.34, of this RFP, from each party, if applicable?		

**Mandatory Criteria Verified by:**

_____	_____
Name (printed)	Title
_____	_____
Signature	Date

**Financial Criteria Verified by:**

_____	_____
Name (printed)	Title
_____	_____
Signature	Date

**PART II**

**EVALUATION CRITERIA**

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

	<b>Maximum Raw Score Possible</b>		<b>Weight Factor</b>		<b>Maximum Points Possible</b>	
<b>A. Mandatory Documentation</b>						
<b>B. Past Performance</b>						
1. Client #1	59	x	2	=	118	
2. Client #2	59	x	2	=	118	
3. Client #3	59	x	2	=	118	
<b>C. Financial Information</b>	20	x	20	=	400	
<b>D. Cost Proposal</b>	5	x	20	=	100	
<b>E. Technical Response</b>						
1. Table of Contents						
2. Executive Summary						
3. Organizational Structure and History	10	x	5	=	50	
4. Respondent Experience and Qualifications	40	x	4	=	160	
5. Project Timeliness	15	x	3	=	45	
6. IV and V Project Management – Initial Evaluation	20	x	4	=	80	
7. IV and V Project Oversight	25	x	6	=	150	
8. Report on the MMIS/DSS/Fiscal Agent Procurement Solicitation Document(s)	10	X	10	=	100	
9. Report on MMIS/DSS/Fiscal Agent Vendors Solicitation Proposed Technical Solutions	15	x	3	=	45	
10. Solicitation Requirements Compliance and Traceability Monitoring Methodology	15	x	4	=	60	
11. User Acceptance Testing (UAT)	25	x	7	=	175	
12. MMIS/DSS Test Validation	20	x	9	=	180	
13. Design, Development and Implementation (DDI) Evaluation	10	x	8	=	80	
14. Organizational Change Management (OCM)	25	x	4	=	100	
15. Implementation Planning Evaluation and Operational Readiness Assessment	15	x	12	=	180	
16. Quality Assurance	20	x	3	=	60	
17. Vendor Staffing	45	x	4	=	180	
18. Information Technology (IT)	15	x	3	=	45	
<b>Total Rating</b>					<b>2544</b>	

**Evaluation Criteria Verified by:**

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **DETAILED EVALUATION CRITERIA COMPONENTS**

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

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

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

### **2. Executive Summary**

The respondent shall include an executive summary, no longer than ten (10) single sided pages in length, that demonstrates the respondent's overall understanding of the Project and describes the significant features of the respondent's technical response. ***(No points will be awarded for the Executive Summary.)***

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

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

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

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

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

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

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

#### **5. Project Timeliness**

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

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

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

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

- a. The adequacy of the respondent's proposed Information Technology Project Management.
- b. The adequacy of the respondent's proposed authority of Project Manager.
- c. The adequacy of the respondent's proposed approach to creation of the IV and V Work Breakdown Structure (WBS) for inclusion in the integrated project plan.
- d. Overall, the adequacy of the respondent's proposed IV and V Management Plan Requirements, taking the following into consideration:

- 1) The respondent's proposed approach to initial assessment of the current project management and stakeholder involvement including project organization and overall project performance, stakeholder identification and participation, communication success and feedback loops, and risk assessment and change management; and
- 2) The respondent's proposed initial project assessment recommendations including identify project deficiencies and recommend project improvements; identify scope, depth, schedule, tools, and resource requirements of the IV and V effort; create performance metrics to track project completion against milestones set by the State; and provide predictive analysis of risk impact.

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

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

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

#### **8. Report on the MMIS/DSS/Fiscal Agent Procurement Solicitation Document(s)**

The respondent shall describe its proposed approach to assess the alignment of the project research and planning documentation and Implementation Advance Planning Document (IAPD) with the MMIS and DSS procurement document(s), and the advantages of the proposed approach, as described in Attachment D, Scope of Services, Section D.4, Services To Be Provided by the IV and V Vendor, sub-item b., Planning and Initial Project Review Tasks. ***(This section is worth a maximum of 10 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy of the respondent's proposed approach to assessing the MMIS/DSS/Fiscal Agent Solicitation(s) Document by reviewing the following:
  - 1) MITA SS-A;
  - 2) Current MMIS/DSS system functionality assessment;
  - 3) Gap Analysis;
  - 4) Research Report;
  - 5) Recommended Solutions Report; and
  - 6) IAPD.
- b. The adequacy of the respondent's proposed approach to documenting any inconsistencies between the MITA SS-A, the IAPD, and the draft MMIS/DSS/Fiscal Agent solicitation document(s).

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

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

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

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

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

- a. The adequacy of the respondent's proposed approach to creating traceability of functions to original requirements.
- b. The adequacy of the respondent's proposed milestone/phase exit criteria.



- c. The adequacy of the respondent's proposed approach to conducting and writing bi-weekly compliance reviews during the implementation phase.

#### **11. User Acceptance Testing (UAT)**

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

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

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

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

- a. The adequacy of the respondent's proposed approach for attending and participating in the MMIS/DSS/Fiscal Agent vendor(s) testing sessions, including system integration testing, interface testing, functional testing, end-to-end testing, and provider testing.
- b. The adequacy of the respondent's proposed approach for reviewing and validating the MMIS/DSS/Fiscal Agent vendor(s) test process, test data, test scenarios, test cases, and test results.

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

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

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

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

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

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

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

- e. The adequacy of the respondent's proposed approach for assessing the effectiveness of OCM activities and recommend strategies to strengthen change readiness and modifying OCM strategy as needed to ensure change readiness.

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

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

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

#### **16. Quality Assurance**

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

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

## **17. Vendor Staffing**

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

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

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

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

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

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

### **b. Disaster Recovery**

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

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

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## ATTACHMENT J-1 REVISED COST PROPOSAL

**Instructions:**

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

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

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**NOTES:**

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

---

Name of Respondent

---

Name and Title of Respondent Representative

---

Respondent Representative's Signature

---

Date

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**