



RON DESANTIS
GOVERNOR

MARY C. MAYHEW
SECRETARY

December 30, 2019

Prospective Vendor(s):

Subject: Solicitation Number: AHCA RFP 004-19/20

Title: AHCA RFP 004-19/20

This solicitation is being issued by the State of Florida, Agency for Health Care Administration, hereinafter referred to as “**AHCA**” or “**Agency**”, to select a vendor to provide AHCA RFP 004-19/20 services. The solicitation package consists of this transmittal letter and the following attachments and exhibits:

Attachment	A	Instructions and Special Conditions
Exhibit	A-1	Questions Template
Exhibit	A-2	Transmittal Letter
Exhibit	A-3	Required Certifications and Statements
Exhibit	A-4	Submission Requirements and Evaluation Criteria Components (Technical Response)
Exhibit	A-5	Cost Proposal
Exhibit	A-5-a	Detailed Budget
Exhibit	A-6	Certification of Drug-Free Workplace Program
Exhibit	A-7	Standard Contract
Attachment	B	Scope of Services
Exhibit	B-1	Deliverables and Performance Standards

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



The designated Agency Procurement Officer for this solicitation is the undersigned. All communications from respondents shall be made in writing and directed to my attention at the address provided in **Attachment A**, Instructions and Special Conditions, **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 5.**, Procurement Officer unless otherwise instructed in this solicitation.

The term "Proposal", "Response" or "Reply" may be used interchangeably and mean the respondent's submission to this solicitation.

Section 120.57(3)(b), Florida Statutes and Section 28-110.003, Florida Administrative Code require that a Notice of Protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Sincerely,

Megan Brand

Procurement Officer, Operations Review Specialist
Bureau of Support Services

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A.1. Instructions

A. Overview

1. Solicitation Number

AHCA RFP 004-19/20

2. Solicitation Type

Request for Proposal

3. Solicitation Title

Low Income Pool (LIP)

4. Date of Issuance

November 12, 2019

5. Procurement Officer

Megan Brand
 Agency for Health Care Administration
 2727 Mahan Drive
 Mail Stop #15
 Tallahassee, FL 32308-5403
 Email: solicitation.questions@ahca.myflorida.com

6. Solicitation Timeline

The projected solicitation timeline is shown in **Table 1**, Solicitation Timeline, below (all times are Eastern Time). The Agency for Health Care Administration (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 www.main menu](http://myflorida.com/apps/vbs/vbs_main_menu)).

TABLE 1

SOLICITATION TIMELINE

ACTIVITY	DATE/TIME	LOCATION
Solicitation Issued by Agency	December 30, 2019	Electronically Posted http://myflorida.com/apps/vbs/vbs www.main menu
Deadline for Receipt of Written Questions	January 13, 2020 2:00 p.m.	solicitation.questions@ahca.myflorida.com

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TABLE 1		
SOLICITATION TIMELINE		
ACTIVITY	DATE/TIME	LOCATION
Anticipated Date for Agency Responses to Written Questions	January 28, 2020	Electronically Posted http://myflorida.com/apps/vbs/vbs_www.main_menu
Deadline for Receipt of Responses	February 25, 2020 2:00 p.m.	Megan Brand Agency for Health Care Administration 2747 Fort Knox Boulevard Mailroom, Building 4 Tallahassee, FL 32308-5403
Public Opening of Responses	February 25, 2020 2:30 p.m.	2727 Mahan Drive, Building 2 Operations Conference Room, 2nd Floor, Room 200 Tallahassee, FL 32308-5403
Anticipated Posting of Notice of Intent to Award	April 13, 2020	Electronically Posted http://myflorida.com/apps/vbs/vbs_www.main_menu

7. PUR 1000, General Contract Conditions

PUR 1000, General Contract Conditions, is incorporated by reference and is available for prospective respondents to download at:

https://www.dms.myflorida.com/content/download/2933/11777/PUR_1000_General_Contract_Conditions.pdf

8. PUR 1001, General Instructions to Respondents

PUR 1001, General Instructions to Respondents, is incorporated by reference and is available for prospective respondents to download at:

https://www.dms.myflorida.com/content/download/2934/11780/PUR_1001_General_Instructions_to_Respondents.pdf

Unless otherwise noted, instructions in this **Attachment A** shall take precedence over the **PUR 1001**, General Instructions to Respondents.

9. Restriction on Communications

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation 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 solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. **Violation of this provision may be grounds for rejecting a response. See Section 287.057(23), Florida Statutes (F.S.).**

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10. Respondent Questions

- a. The Agency will receive all questions pertaining to this solicitation no later than the date and time specified for written questions in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline.
- b. Prospective respondents must submit all questions by email at solicitation.questions@ahca.myflorida.com, utilizing **Exhibit A-1**, Questions Template. **Exhibit A-1**, Questions Template, is a Microsoft excel document and is available for prospective respondents to download at:

<http://ahca.myflorida.com/procurements/index.shtml>.
- c. The Agency will not accept questions by telephone, postal mail, hand delivery or fax.
- d. The Agency's response to questions received will be posted as an addendum to this solicitation as specified in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline, and may be grouped as to not repeat the same answer multiple times.
- e. The Agency reserves the right to post an addendum to this solicitation in order to address questions received after the written question submission deadline. It is the sole discretion of the Agency to consider questions received after the written questions submission deadline.

11. Solicitation Addenda

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

12. Public Opening of Responses

Responses shall be opened on the date, time and at the location indicated in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, 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 Section 119.071(1)(b), F.S., no other materials will be released. Any person requiring a special accommodation because of a disability should contact

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the Procurement Officer at least five (5) business days prior to this solicitation opening. If you are hearing or speech impaired, please contact the Agency by using the Florida Relay Service at (800) 955-8771 (TDD).

13. Type and Amount of Contract Contemplated

- a.** The Contract resulting from this solicitation will be a fixed price (unit cost) contract and the Agency anticipates the total Contract amount will not exceed **\$3,150,000.00**.
- b.** Payment will be made per deliverable.
- c.** The State of Florida's performance and obligation to pay under the Contract resulting from this solicitation is contingent upon an annual appropriation by the Legislature.

14. Term of Contract

- a.** The anticipated term of the resulting Contract is April 1, 2020 through March 31, 2023. The term of the resulting Contract is subject to change based on the actual execution date of the resulting Contract.
- b.** In accordance with Section 287.057(13), F.S., the Contract resulting from this solicitation 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.
- c.** Respondents shall offer renewal year pricing in its response. The Agency will evaluate renewal year proposals as part of the evaluation and scoring process. Proposed cost, as provided in **Exhibit A-5**, Cost Proposal, will be applied in the event the resulting Contract is renewed.
- d.** If the resulting Contract is renewed, it is the Agency's policy to reduce the overall payment amount by the Agency to the successful respondent by at least five percent (5%) during the period of the Contract renewal, unless it would affect the level and quality of services.

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B. Response Preparation and Content

1. General Instructions

- a. The instructions for this solicitation 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.
- b. The Agency 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 solicitation, indicates a requirement or condition from which a material deviation may not be waived by the Agency. A deviation is material if, in the Agency’s sole discretion, the deficient response is not in substantial accord with this solicitation’s requirements, provides a significant advantage to one respondent over another, or has a potentially significant effect on the quality of the response or on the cost to the Agency. Material deviations cannot be waived. The words “should” or “may” in this solicitation indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such desirable features will not in and of itself cause rejection of a response.
- c. Respondents shall not retype and/or modify required forms and must submit required forms in the original format. Required forms are available for respondents to download at:

<http://ahca.myflorida.com/procurements/index.shtml>.

FAILURE TO SUBMIT EACH REQUIRED FORM IN ITS ORIGINAL FORMAT MAY RESULT IN REJECTION OF THE RESPONSE.

- d. 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.
- e. The costs related to the development and submission of a response to this solicitation is the full responsibility of the respondent and is not chargeable to the Agency.
- f. Joint ventures and legal partnerships shall be viewed as one (1) respondent. However, all parties to the joint venture/legal partnership shall submit all mandatory attachments and documentation required by this solicitation from respondents,

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unless otherwise stated. **Failure to submit all required documentation from all parties included in a joint venture/legal partnership, signed by an authorized official, if applicable, may result in the rejection of a prospective vendor's response.**

- g.** Pursuant to Section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a Bid, Proposal, or Reply on a contract to provide any goods or services to a public entity; may not submit a Bid, Proposal, or Reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, Proposals, or Replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. for category two for a period of thirty-six (36) months following the date of being placed on the convicted Vendor list.

2. Mandatory Response Content

The respondent shall include the documents listed in this Item with the submission of the Original Response. Violation of this provision may result in the rejection of a response.

a. Exhibit A-2, Transmittal Letter

The respondent shall complete and submit **Exhibit A-2**, Transmittal Letter, as part of its response in accordance with the instructions contained therein.

b. Exhibit A-3, Required Certifications and Statements

The respondent shall complete and submit **Exhibit A-3**, Required Certifications and Statements, as part of its response in accordance with the instructions contained therein.

c. Original Proposal Guarantee

- 1)** The respondent's Original Response must be accompanied by an Original Proposal Guarantee payable to the State of Florida in the amount of **\$157,500.00**. The proposal guarantee is a firm commitment the respondent shall, upon the Agency's acceptance of its response, execute such contractual documents as may be required within the time specified.
- 2)** The respondent must be the guarantor. If responding as a joint venture/legal partnership, at least one party of the joint venture/legal partnership shall be the guarantor.

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- 3) The proposal guarantee shall be in the form of 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.
- 4) The Agency will not accept a copy of the Proposal Guarantee.
- 5) Proposal Guarantees will be returned upon execution of the legal Contract with the successful respondent and receipt of the performance bond required under this solicitation (See **Section A.1.**, Instructions, **Sub-Section D.**, Response Evaluation and Contract Award, **Item 9.**, Performance Bond).
- 6) Proposal Guarantees may be returned to respondents not considered responsive and responsible prior to execution of the legal Contract if the respondent is not participating in an administrative challenge regarding this solicitation.
- 7) Proposal Guarantees will be returned to the Official Contact Person at the address listed in **Exhibit A-2**, Transmittal Letter.
- 8) If the successful respondent fails to execute a contract within ten (10) consecutive calendar days after a contract has been presented to the successful respondent for signature, the proposal guarantee shall be forfeited to the State.
- 9) The proposal guarantee must not contain any provisions that shorten the time from bringing an action to a time less than that provided by the applicable Florida Statute of Limitations (see Section 95.03, F.S.).

d. Financial Information

In order to demonstrate financial stability, the respondent shall submit its two (2) most recent audited financial statements or its most recent Dun & Bradstreet (D&B) Report.

1) Audited Financial Statements

If the respondent is a subsidiary of a parent organization, the respondent may submit the two (2) 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

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the parent entity. Respondents submitting audited financial statements shall submit the following:

- a) A copy of the respondent's two (2) most recent audited financial statements (or parent organization's audited financial statements with organizational chart). If the most recent audit contains columns for the current and previous year on the balance sheet, income statement, and statement of cash flows, then only the most recent year's audit is required.
- b) Audited financial statements must be current. The period covered by the most recent audit cannot be more than one (1) fiscal year and one hundred twenty (120) calendar days old from the solicitation advertisement date.
- c) The audit must contain a signed audit statement (Audit Opinion) from a Certified Public Accountant (CPA) and the statement cannot contain an Adverse Opinion or a Disclaimer of Opinion from the CPA.

2) Dun & Bradstreet (D&B) Report

Respondents shall submit a complete D&B report which at a minimum shall include the Business and Executive Summaries, Credit Class Score, Financial Stress Score, and Paydex Score portions of the report. The D&B report cannot be more than twelve (12) months old at the time of response to this solicitation.

e. Exhibit A-4, Submission Requirements and Evaluation Criteria (Technical Response)

- 1) Respondents shall complete and submit **Exhibit A-4, Submission Requirements and Evaluation Criteria Components (Technical Response)**, and applicable attachments/exhibits as part of its response.
- 2) Respondents shall comply with the instructions for completing **Exhibit A-4, Submission Requirements and Evaluation Criteria Components (Technical Response)**, which are contained therein.

f. Exhibit A-5, Cost Proposal

The respondent shall complete and submit **Exhibit A-5, Cost Proposal**, as part of its response in accordance with the instructions contained therein.

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g. Exhibit A-5-a, Detailed Budget

The respondent shall complete and submit **Exhibit A-5-a, Detailed Budget**, as part of its response in accordance with the instructions contained therein.

3. Additional Response Content

Exhibit A-6, 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, F.S. 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 **Exhibit A-6, Certification of Drug-Free Workplace Program**, to certify that the respondent has a drug-free workplace program.

C. Response Submission Requirements

1. Hardcopy and Electronic Submission Requirements

a. General Provision

Electronic submissions via MyFloridaMarketPlace will not be accepted for this solicitation.

b. Hardcopies of the Response

1) Original Response

The respondent shall submit **one (1) Original Response**. The Original Response shall be marked as the "Original" and contain the Transmittal Letter (**Exhibit A-2**) that bears the original signature of the binding authority. The box that contains the Original Response shall be marked "**Contains Original**". All forms requiring signature shall bear an original signature with the original response.

2) Duplicate Copy of the Original Response

The respondent shall submit **one (1) duplicate copy** of the Original Response.

3) Packaging and Delivery

a) Hard copy responses shall be bound individually and submitted in up to three (3), three-inch, three-ring

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binders or secured in a similar fashion to contain pages that turn easily for review.

- b) Each component of the hard copy response shall be clearly labeled and tabbed in the order specified below:
 - (1) **Exhibit A-2**, Transmittal Letter;
 - (2) **Exhibit A-3**, Required Certifications and Statements;
 - (3) Original Proposal Guarantee **Note:** The Original Proposal Guarantee must be provided in the Original Response;
 - (4) Financial Information;
 - (5) **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response);
 - (6) **Exhibit A-5**, Cost Proposal;
 - (7) **Exhibit A-5-a**, Detailed Budget; and
 - (8) **Exhibit A-6**, Certification of Drug-Free Workplace Program (if applicable).

- c) Hard copy responses shall be double sided.

- d) Hard copy responses must be submitted in a sealed package (i.e., outer boxes must be sealed, individual binders within the box do not require individual sealing), to the Procurement Officer identified in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 5.**, Procurement Officer, no later than the time indicated in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline.

- e) Hard copy responses shall be submitted via United States (U.S.) mail, courier, or hand delivery. Responses sent by fax or email will not be accepted.

- f) The Agency will not consider responses received after the date and time specified in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline, and any such responses will be returned to the respondent unopened.

c. **Electronic Copy of the Response**

- 1) The respondent shall submit one (1) electronic copy of the entire response on a USB flash drive.

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- 2) The electronic copy of the response, including all attachments, shall be submitted as Portable Document Format (PDF) documents. The PDF documents must be searchable, allow printing and must not be password protected (unlocked).

- 3) The electronic copy of the PDF documents shall be saved on the USB flash drive, with each component listed below saved separately in individual file folders:
 - (a) **Exhibit A-2**, Transmittal Letter;
 - (b) **Exhibit A-3**, Required Certifications and Statements;
 - (c) Financial Information;
 - (d) **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response) and applicable attachments/exhibits;
 - (e) **Exhibit A-5**, Cost Proposal;
 - (f) **Exhibit A-5-a**, Detailed Budget; and
 - (g) **Exhibit A-6**, Certification of Drug-Free Workplace Program (if applicable).

- 4) In addition to the PDF submission, the following exhibits shall also be submitted in Microsoft Excel 2016, utilizing the Agency provided templates and shall be saved on the USB flash drive:
 - (a) **Exhibit A-5**, Cost Proposal; and
 - (b) **Exhibit A-5-a**, Detailed Budget.

- 5) **Electronic Redacted Copies**
 - (a) The respondent shall submit an electronic redacted copy of the response suitable for release to the public in one (1) PDF document on the USB flash drive. The electronic copy shall be saved in a separate file folder on the USB flash drive from the rest of the response. The file folder shall be identified as "Redacted Version Suitable for Public Release".
 - (b) The PDF document must be searchable, allow printing, and must not be password protected (unlocked).
 - (c) Any confidential or trade secret information covered under Section 812.081, F.S., should be redacted as described below. The redacted response shall be marked as the "redacted" copy.

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2. Confidential or Exempt Information

- a. All submittals received by the date and time specified in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline, become the property of the State of Florida and are public records subject to the provisions of Chapter 119, F.S. The State of Florida shall have the right to use all ideas, or adaptations of the ideas, contained in any response received in relation to this solicitation. Selection or rejection of the response shall not affect this right.

- b. A respondent that asserts that any portion of the response is confidential or exempt from disclosure under Chapter 119, Florida Statutes., shall clearly mark each page of such portion as follows:
 - 1) Pages containing trade secret shall be marked "Trade secret as defined in Section 812.081, Florida Statutes". Respondents who fail to identify trade secret as directed herein acknowledge and agree that they waive any right or cause of action, civil or criminal, against the Agency, its employees, and its representatives, for the release or disclosure of trade secret information not so identified. Respondents shall not mark their entire response as trade secret. The Agency may reject a response that is so marked.

 - 2) Pages that do not contain trade secret but are otherwise exempt or confidential shall be marked "exempt" or "confidential," followed by the statutory basis for such claim. For example: "The information on this page is exempt from disclosure pursuant to Section 119.071(3)(b), Florida Statutes."

 - 3) Failure to identify and mark such portions as directed above shall constitute a waiver of any claimed exemption and the Agency will provide any unmarked records in response to public records requests for those records without notifying the respondent. Designating material simply as "proprietary" will not necessarily protect it from disclosure under Chapter 119, Florida Statutes.

- c. All information included in the response (including, without limitation, technical and cost information) and any resulting Contract that incorporates the successful response (fully, in part, or by reference) shall be a matter of public record regardless of copyright status. Submission of a response to this solicitation that contains material for which the respondent holds a copyright shall constitute permission for the Agency to reproduce and disclose such material for the Agency's internal use, and to make such

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material available for inspection pursuant to a public records request.

- d. If a public records request is submitted to the Agency for responses submitted to this solicitation, the respondent agrees that the Agency may release the redacted response without conducting any pre-release review of the redacted response.
- e. Unless otherwise prohibited by law, the Agency will notify the respondent if a requestor contests the respondent's determination that information is confidential or exempt and asserts a right to the information under Chapter 119, F.S. or other law. The respondent bears sole responsibility for supporting and defending its determination. If an action is brought against the Agency in any appropriate judicial forum contesting the respondent's determination of confidentiality or the redactions made by the respondent to its response, the respondent agrees that the Agency has no duty to defend against such claims and may elect not to do so, and may elect to release an un-redacted version of the response. By submitting a response, the respondent agrees to protect, defend, hold harmless and indemnify the Agency for any and all claims arising from or relating to the respondent's determinations of confidentiality or redaction, including the payment of any attorneys' fees or costs assessed against the Agency.

D. Response Evaluation and Contract Award

1. Response Clarification

The Agency reserves the right to seek written clarification from a respondent of any information contained in the response or to request missing items from a response. However, it is a respondent's obligation to submit an adequately written reply for the Agency to evaluate.

2. Responsive Reply Determination

A "responsive reply" means a reply submitted by a **responsive and responsible vendor**, which conforms in all material aspects to the solicitation [Section 287.012(26), F.S.]. A "responsible vendor" means a vendor who has the capacity in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance [287.012(25), F.S.]. The Procurement Officer may rely on any facts available to make a determination at any time prior to award as to whether a vendor is a responsible vendor. The Agency reserves the right to contact sources outside the reply to obtain information regarding past performance or other matters relevant to responsibility.

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3. Non-Scored Requirements

a. Transmittal (Cover) Letter

The Agency will review responses to this solicitation to determine if the respondent included in its response, **Exhibit A-2**, Transmittal Letter, from each required party.

b. Required Certifications and Statements

The Agency will review responses to this solicitation to determine if the respondent included in its response, **Exhibit A-3**, Required Certifications and Statements.

c. Original Proposal Guarantee

The Agency will review responses to this solicitation to determine if the respondent included in its response, an original proposal guarantee in the appropriate amount, as specified in **Section B.**, Response Preparation and Content, **Sub-Section 2.**, Mandatory Response Content, **Item c.**

4. Financial Evaluation - Pass/Fail

a. Financial Statements

The respondent will be deemed to have met the mandatory requirement of financial stability if it meets all three (3) of the minimum financial ratio thresholds listed below in the most recent year or if it meets two (2) of the three (3) minimum financial ratio thresholds for the two (2) most recent years.

1) A positive current ratio of at least one (1.0). The current ratio is determined by dividing current liabilities into current assets.

a) Current assets are those held for conversion within a year or less, such as cash, temporary investments, receivables, inventory, and prepaid expenses. Board designated assets of cash or near cash instruments, where the board of directors has the option to change the authorized use of the assets and the assets are otherwise unencumbered as disclosed by the auditor, can be considered current assets for this calculation.

b) Current liabilities are short-term debts and unearned revenues to be paid out of current assets within a year or less.

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- 2) A positive tangible net worth as determined by the balance sheet. This shall be determined as equity (total assets less total liabilities) net of intangible assets. An intangible asset is a capital asset having no physical existence, its value being dependent on the rights that possession confers upon the owner. Examples include goodwill and trademarks.
- 3) A positive operating cash flow. This shall be determined by whether or not the cash flow from operations reported on the statement of cash flows is positive.

b. Dun & Bradstreet (D&B) Report

Agency staff will evaluate the respondent on its Paydex, Financial Stress, and Credit Scores from the D&B report. Scores will be based on **Table 2**, Responsibility Stability Score, below, for each category. A score of 5 in any of the three (3) categories will result in a determination that financial stability is not met. In order to be deemed financially stable, the respondent's average score of the three (3) categories must be 3.0 or lower.

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**ATTACHMENT A
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TABLE 2

RESPONDENT STABILITY SCORE

Paydex Score	Financial Stress Score	Delinquency Predictor/Commercial Credit Score	Respondent Stability Score
90 or higher	1570-1875	580-670	= 1
80-89	1510-1569	530-579	= 2
70-79	1450-1509	481-529	= 3
50-69	1340-1449	453-480	= 4
49 or lower	1339 or lower	452 or lower	= 5 (Automatically Fails Financial Stability Review)

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ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

5. Scored Requirements – Evaluation Criteria

a. Technical Response Evaluation

- 1) Each evaluator will evaluate responses independently of the other evaluators and award points based on the criteria and points scale indicated in **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response), for the detailed evaluation criteria components.
- 2) 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 solicitation. The Agency reserves the right to have specific Sections of the responses evaluated by less than three (3) individuals.
- 3) The scores of independent evaluators will be computed to determine a total score based on the detailed evaluation criteria components indicated in **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response), and the weight factor specified in **Table 3**, Summary Score Sheet, below.

b. Cost Proposal Evaluation

The Agency will evaluate each Cost Proposal (**Exhibit A-5**, Cost Proposal) and award points. The respondent with the lowest proposed fixed cost (**Exhibit A-5**, Cost Proposal) will receive the maximum allowable points in accordance with **Table 3**, Summary Score Sheet, below. The remaining respondents will receive a percentage of the maximum points, rounded to the nearest whole number.

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**ATTACHMENT A
INSTRUCTIONS AND SPECIAL CONDITIONS**

TABLE 3					
SUMMARY SCORE SHEET					
	Maximum Raw Score Possible		Weight Factor		Maximum Points Possible
A. Technical Response					
SRC# 1 Table of Contents					
SRC# 2 Executive Summary					
SRC# 3 Organizational Structure and History	10	X	1.5	=	15
SRC# 4 Experience and Qualifications	25	X	2	=	50
SRC# 5 Examinations	15	X	4	=	60
SRC# 6 IGT Review	20	X	3	=	60
SRC# 7 Reporting	15	X	2	=	30
SRC# 8 Staffing	25	X	2	=	50
SRC# 9 Internal Quality Assurance	15	X	2	=	30
SRC# 10 Business Associate Agreement	15	X	1	=	15
B. Cost Proposal					
Cost Limit Initial Review	5	X	3	=	15
Final LIP Cost Limit Report	5	X	3	=	15
Intergovernmental Transfer Review	5	X	3	=	15
Ad Hoc Requests	5	X	3	=	15
Hourly Rate for Cancelled Examinations	5	X	3	=	15
Renewal Years (ALL)	5	X	1	=	5
TOTAL:					390

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ATTACHMENT A

INSTRUCTIONS AND SPECIAL CONDITIONS

6. Ranking of Responses

- a. A total score will be calculated for each response based on the total maximum points available as included in **Table 3**, Summary Score Sheet, above.
- b. The total point scores will be used to rank the responses.

7. Number of Awards

The Agency anticipates the issuance of one (1) contract as a result of this solicitation for all services included within the Scope of Services. The Agency, at its sole discretion, shall make this determination.

8. Posting of Notice of Intent to Award

Tabulation of Results, with the recommended Contract award, will be posted to the Vendor Bid System and will be available for review by interested parties at the time and location specified in **Section A.1.**, Instructions, **Sub-Section A. Overview, Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline, and will remain posted for a period of seventy-two (72) hours, not including weekends or State observed holidays.

Any respondent desiring to protest the recommended Contract award must file a notice of intent to protest to the Procurement Officer identified in **Section A.1.**, Instructions, **Sub-Section A. Overview, Item 5.**, Procurement Officer, within the time prescribed in Section 120.57(3) F.S. and Rule 28-110, F.A.C.

Any notice of intent to protest must be filed electronically *or* via United States (U.S.) mail, courier, or hand delivery at the following address:

Procurement Office
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop #15
Tallahassee, FL 32308-5403
Email: solicitation.questions@ahca.myflorida.com

Any formal protest must be filed within the time prescribed in Section 120.57(3) F.S. and Rule 28-110, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or failure to post the bond or other security required by law, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Any formal protest must be filed with the Agency Clerk, at the address below, or electronically at <http://apps.ahca.myflorida.com/Efile/>, a link to which can be found on the Agency's public website.

ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

Agency for Health Care Administration
C/O Agency Clerk
2727 Mahan Drive, Mail Stop #3
Building 3, Room 3407C
Tallahassee, Florida 32308-5403

After submittal of the Notice of Intent to Protest, all communication regarding the solicitation must be submitted to the Agency's General Counsel's Office.

9. Performance Bond

- a.** A performance bond in the amount of ten percent (10%) of the total annual amount of the resulting Contract shall be furnished to the Agency by the successful respondent within thirty (30) calendar days after execution of the resulting Contract and prior to commencement of any work under the resulting Contract.
- b.** The bond shall be furnished to the Agency's Procurement Office at:

Procurement Office
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop #15
Tallahassee, FL 32308-5403
- c.** Thereafter, the performance bond shall be furnished on an annual basis, thirty (30) calendar days prior to the new Contract year and be in the amount of ten percent (10%) of the current annual Contract amount.
- d.** A copy of all performance bonds shall be submitted to the Agency's Contract Manager.
- e.** 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, F.S.)
- f.** No payments will be made to the successful respondent until an acceptable performance bond is furnished to the Agency. 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 respondent's bond. The bond shall provide that the insurer or bonding company(s) pay losses suffered by the Agency directly to the Agency.
- g.** The cost of the performance bond will be borne by the successful respondent.

ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

- h.** Should the successful respondent terminate the resulting Contract prior to the end of the resulting Contract period, an assessment against the bond will be made by the Agency to cover the costs of issuing a new solicitation and selecting a new Vendor. The successful respondent agrees that the Agency's damages in the event of termination by the successful respondent 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.

10. Federal Approval

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

11. Contract Execution

- a.** This solicitation, including all its addenda, the Agency's written response to written questions, and the successful respondent's response, shall be incorporated by reference in the final Contract document.
- b.** The successful respondent shall perform its contracted duties in accordance with the resulting Contract, this solicitation, including all addenda, the successful respondent's response to this solicitation. In the event of conflict among resulting contract documents, any identified inconsistency in the resulting Contract shall be resolved by giving precedence in the following order:

 - 1)** The resulting Contract, including all attachments, exhibits and any subsequent amendments;
 - 2)** This solicitation, including all addenda; and
 - 3)** The successful respondent's response to this solicitation.
- c.** The successful respondent shall be registered with the Florida Department of State as an entity authorized to transact business in the State of Florida by the effective date of the resulting Contract.
- d.** The Agency reserves the right to amend the resulting Contract within the scope set forth in this solicitation (to include the original Contract and all attachments) in order to clarify requirements.

ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

A.2 Special Terms and Conditions

A. Venue

1. By responding to this solicitation, in the event of any legal challenges to this procurement, respondents agree and will consent that hearings and depositions for any administrative or other litigation related to this procurement shall be held in Leon County, Florida. The Agency, in its sole discretion, may waive this venue for depositions.
2. Respondents (and their successors, including but not limited to their parent(s), affiliates, subsidiaries, subcontractors, assigns, heirs, administrators, representatives and trustees) acknowledge that this solicitation (including but not limited to the resulting Contract, exhibits, attachments, or amendments) is not a rule nor subject to rulemaking under Chapter 120 (or its successor) of the Florida Statutes and is not subject to challenge as a rule or non-rule policy under any provision of Chapter 120, F.S.
3. The exclusive venue and jurisdiction for any action in law or in equity to adjudicate rights or obligations arising pursuant to or out of this procurement for which there is no administrative remedy shall be the Second Judicial Circuit Court in and for Leon County, Florida, or, on appeal, the First District Court of Appeal (and, if applicable, the Florida Supreme Court). Any administrative hearings hereon or in connection herewith shall be held in Leon County, Florida.

4. Attorney's Fees

In the event of a dispute arising under this solicitation, each party shall be responsible for its own attorneys' fees, except as otherwise provided by law.

B. General Definitions

AHCA or AGENCY – State of Florida, Agency for Health Care Administration (AHCA), its employees acting in their official capacity, or its designee.

BUSINESS DAY – Also called Work Day. A day scheduled for regular State of Florida employees to work; Monday through Friday except holidays observed by regular State of Florida employees. Timeframes in this solicitation requiring completion within a number of business days shall mean by 5:00 P.M. Eastern Standard Time on the last work day.

CALENDAR DAY – A twenty-four (24) hour period between midnight and midnight, regardless of whether or not it occurs on a weekend or holiday.

ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

CALENDAR YEAR – A twelve (12) month period of time beginning on January 1 and ending on December 31.

CAN – Used to express non-mandatory provisions; words denote the permissive.

CONTRACT – The written, signed agreement resulting from, and inclusion of, this solicitation, any subsequent amendments thereto and the respondent's Proposal.

CONTRACT MANAGER – The Agency individual responsible for safeguarding state and federal funds, deriving maximum return from those funds, and monitoring Vendor compliance with applicable laws and contract terms.

DAY – Calendar day, unless specified as a business day.

EST - Eastern Standard Time

DISASTER RECOVERY PLAN – A plan to ensure continued business processing through adequate alternative facilities, equipment, backup files, documentation and procedures in the event that the primary processing site is lost to the successful respondent.

FISCAL YEAR (FY) – The period used to calculate an annual budget or financial statements for a year. The State of Florida fiscal year is the twelve (12) month period beginning July 1 and ending June 30.

HIPAA (THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996) – A Federal law that includes requirements to protect patient privacy, to protect security of electronic medical records, to prescribe methods and formats for exchange of electronic medical information, and to uniformly identify providers.

RECIPIENT - A person who has been determined to be eligible for Medicaid assistance in accordance with the State plan(s) under Title XIV and Title XIX of the Social Security Act, Title V of the Refugee Education Assistance Act, and/or Title IV of the immigration and Nationality Act.

SOC 2 TYPE II AUDIT – Service Organization Control (SOC) 2 Type II is an audit of the internal controls of a service organization according to specifications defined by the American Institute of Certified Public Accountants.

STATE – State of Florida.

SUBCONTRACT – An agreement entered into for provision of services on behalf of the successful respondent as related to this solicitation.

SUBCONTRACTOR – Any entity contracting with the successful respondent to perform the services or to fulfill any of the requirements requested in this solicitation or any entity that is a subsidiary of the successful respondent that performs the services or fulfills the requirements requested in this solicitation.

**ATTACHMENT A
INSTRUCTIONS AND SPECIAL CONDITIONS**

WORK DAY – see *Business Day*.

VENDOR – the respondent awarded a contract resulting from this solicitation.

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EXHIBIT A-2 TRANSMITTAL LETTER

All respondents to this solicitation shall utilize **Exhibit A-2**, Transmittal Letter, for submission of its response. **Exhibit A-2** is available for respondents to download at:
<http://ahca.myflorida.com/procurements/index.shtml>.

DATE: Click or tap to enter a date.

RESPONDENT NAME:

RESPONDENT ADDRESS:

RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID):

The respondent shall provide an official contact and an alternate contact. Both the official contact person and the alternate contact person must have the authority to bind the respondent to a contract. Both person's signatures must be included.

OFFICIAL CONTACT PERSON:

NAME:

TITLE:

ADDRESS:

EMAIL ADDRESS:

TELEPHONE NUMBER:

SIGNATURE: _____

ALTERNATE CONTACT PERSON:

NAME:

TITLE:

ADDRESS:

EMAIL ADDRESS:

TELEPHONE NUMBER:

SIGNATURE: _____

Failure to submit, Exhibit A-2, Transmittal Letter, signed by authorized officials who each have the authority to bind the respondent to a contract, may result in the rejection of response.

EXHIBIT A-3
REQUIRED CERTIFICATIONS AND STATEMENTS

RESPONDENT NAME: _____

1. ACCEPTANCE OF SOLICITATION REQUIREMENTS

I hereby certify that I understand and agree that my organization has read all requirements and Agency specifications provided in this solicitation, accepts said requirements, and that this response is made in accordance with the provisions of such requirements and specifications. By my written signature below, I guarantee and certify that all items included in this response shall meet or exceed any and all such requirements and Agency specifications. I further agree, if awarded a contract resulting from this solicitation, to deliver services that meet or exceed the requirements and specifications provided in this solicitation.

AND

2. ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

I hereby certify that should my organization be awarded a contract resulting from this solicitation, it will comply with all terms and conditions as specified in this solicitation and in the Agency Standard Contract (**Exhibit A-7, including its Attachments**).

AND

3. RELEASE OF REDACTED RESPONSE

I hereby authorize release of the redacted version of the response required by **Attachment A**, Instructions and Special Conditions, **Section A.1**, Instructions, **Sub-Section C.**, Response Submission Requirements, **Item 1.**, Hardcopy and Electronic Submission Requirements, **Sub-Item c.**, Electronic Copy of the Response, **Sub-Item 5**), Electronic Redacted Copies of this solicitation in the event the Agency receives a public records request.

AND

4. STATEMENT OF NO INVOLVEMENT

I hereby certify that neither my organization nor any person with an interest in the organization had any prior involvement in performing a feasibility study of the implementation of the subject Contract, in drafting of this solicitation or in developing the subject program.

AND

5. PROHIBITION OF GRATUITIES

I hereby certify 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 (F.S.). I understand that any contract issued as a result of this solicitation may be terminated if it is determined that gratuities of any kind were either offered or received by any of the aforementioned parties.

EXHIBIT A-3 REQUIRED CERTIFICATIONS AND STATEMENTS

AND

6. NON-COLLUSION CERTIFICATION

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

AND

7. PERFORMANCE OF SERVICES

I hereby certify my organization shall make a documented good faith effort to ensure all services, provided directly or indirectly under the Contract resulting from this solicitation, will be performed within the State of Florida.

AND

8. PERFORMANCE OF SERVICES

I hereby certify my organization shall ensure all services, provided under the Contract resulting from this solicitation, will be performed within the borders of the United States and its territories and protectorates.

AND

9. ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION

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

- a) Identify any relationship, financial interest or other activity which may create an actual or potential organizational conflict of interest.
- b) Describe the actions the respondent intends to take to mitigate, neutralize, or avoid the identified organizational conflicts of interest.
- c) Identify the official within the respondent'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 respondent responsibility, as defined in Section 287.012(25), F.S. The Agency reserves the right to request additional information from the respondent or other sources, as deemed necessary, to determine whether or not the plan adequately neutralizes, mitigates, or avoids the identified conflicts.

EXHIBIT A-3 REQUIRED CERTIFICATIONS AND STATEMENTS

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

Please check the applicable paragraph below:

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

AND

10. RESPONDENT ATTESTATION FOR EXHIBIT A-4

I hereby certify that no modification and/or alteration has been made to the template, narrative and/or instructions contained in **Exhibit A-4** Submission Requirements and Evaluation Criteria Components (Technical Response).

I understand the Agency will not consider supplemental response narrative for evaluation which is not contained within the response sections contained in **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response).

AND

11. RESPONDENT ATTESTATION REGARDING SCRUTINIZED COMPANIES LIST

Pursuant to Section 287.135, F.S. I certify that:

- a) If the resulting Contract reaches or exceeds **\$1,000,000.00**, my organization has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and does not have business operations in Cuba or Syria; and
- b) For the resulting Contract in any amount, it has not been placed on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel.

The respondent agrees that the Agency may immediately terminate the resulting Contract if the respondent is found to have submitted a false certification or is placed on the lists defined in Sections 215.473 or 215.4725, F.S., or engages in a boycott of Israel, during the term of the resulting Contract.

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**EXHIBIT A-3
REQUIRED CERTIFICATIONS AND STATEMENTS**

AND

12. JOINT VENTURE OR PARTNERSHIPS

This response is made as a joint venture or partnership. The members of the joint venture or partnership are listed below.

AND

13. NAMES OF OPERATION

I hereby certify the following is a list of all names under which my organization has operated during the past five (5) years from the date of solicitation issuance, as specified in **Attachment A**, Instructions and Special Conditions, **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 4.**, Date of Issuance.

AND

14. CERTIFICATION REGARDING TERMINATED CONTRACTS

I hereby certify that my organization (including its subsidiaries and affiliates) has not unilaterally or willfully terminated any previous contract prior to the end of the Contract with a State or the Federal government and has not had a contract terminated by a State or the Federal government for cause, prior to the end of the Contract, within the past five (5) years from the date of solicitation issuance, as specified in **Attachment A**, Instructions and Special Conditions, **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 4.**, Date of Issuance, other than those listed on **Page 5** of this Exhibit.

**EXHIBIT A-3
REQUIRED CERTIFICATIONS AND STATEMENTS**

AND

15. LIST OF TERMINATED CONTRACTS

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

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

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

Respondent Name:

Client's Name:

Term of Terminated Contract:

Description of Services:

Brief Summary of Reason(s) for Contract Termination:

Respondent Name:

Client's Name:

Term of Terminated Contract:

Description of Services:

Brief Summary of Reason(s) for Contract Termination:

**EXHIBIT A-3
REQUIRED CERTIFICATIONS AND STATEMENTS**

Signature below indicates the respondent's full acknowledgement of; understanding of; and agreement with all of the certifications and statements identified above in Items 1 through 15 as written and without caveat.

Respondent Name

Authorized Official Signature

Date

Authorized Official Printed Name

Authorized Official Title

Failure to submit Exhibit A-3, Required Certifications and Statements, signed by an authorized official, may result in the rejection of response.

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EXHIBIT A-4 SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)

Instructions to respondents for the completion of Exhibit A-4:

All respondents to this solicitation shall utilize **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response), for submission of its response and shall adhere to the instructions below for each Submission Requirement Component (SRC).

Respondents **shall not** include website links, embedded links and/or cross references between SRCs.

Each SRC contains form fields. Population of the form fields with text will allow the form field to expand and cross pages. There is no character limit.

Attachments are acceptable for any SRC but must be referenced in the form field for the respective SRC and located behind each respective SRC response. Respondents shall name and label attachments to refer to respective SRCs by SRC identifier number.

Agency evaluators will be instructed to evaluate the responses based on the narrative contained in the SRC form fields and the associated attachment(s), if applicable.

Each response will be independently evaluated and awarded points based on the criteria and points scale using the Standard Evaluation Criteria Scale below unless otherwise identified in each SRC contained within **Exhibit A-4**.

STANDARD EVALUATION CRITERIA SCALE	
Point Score	Evaluation
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.

The SRCs in **Exhibit A-4** may not be retyped and/or modified and must be submitted in the original format.

Exhibit A-4 is available for respondents to download at:

<http://ahca.myflorida.com/procurements/index.shtml>.

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EXHIBIT A-4
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA
COMPONENTS (TECHNICAL RESPONSE)

Respondent Name:

SRC# 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.

Evaluation Criteria:

No points will be awarded for the Table of Contents.

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EXHIBIT A-4
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA
COMPONENTS (TECHNICAL RESPONSE)

SRC# 2: Executive Summary

The respondent shall include an executive summary that indicates a thorough understanding of the overall need for and purpose of the services described in this solicitation, and adequately summarizes its approach to delivering these services according to the specifications of this solicitation.

Response:

Evaluation Criteria:

No points will be awarded for the Executive Summary.

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EXHIBIT A-4
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA
COMPONENTS (TECHNICAL RESPONSE)

SRC# 3: Organizational Structure and History

The respondent shall describe its organizational structure and history. The description shall include, at a minimum:

- 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.

Response:

Evaluation Criteria:

The respondent shall demonstrate its capability to provide the services described in this solicitation by describing its organizational structure and history.

- a. The adequacy of the respondent's ability to provide the services described in this solicitation based on its organizational structure, history, legal structure, ownership, affiliations, and location(s).
- b. The adequacy of the respondent's organizational chart, including the total number of employees.

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

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EXHIBIT A-4
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA
COMPONENTS (TECHNICAL RESPONSE)

SRC# 4: Experience and Qualifications

The respondent shall demonstrate its capability to successfully meet the requirements of this solicitation by describing its experience, in auditing or examining Medicaid cost reports within the last five (5) years from the date of solicitation issuance, as specified in **Attachment A**, Instructions and Special Conditions, **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 4.**, Date of Issuance, per the Centers for Medicare and Medicaid Services (CMS) publication 15-1 and Reimbursement Plans and the respondent's experience with a Medicaid Program and a Medicaid Disproportionate Share Hospital Program. Additional points will also be awarded for the respondent's experience with a Medicaid Program.

- a. Respondents shall submit a list of current or previous contracts for which it provided services within the last five (5) years from the date of solicitation issuance, as specified in **Attachment A**, Instructions and Special Conditions, **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 4.**, Date of Issuance that are similar in nature to those described in this solicitation.
- b. For each identified contract, at a minimum, the following information shall be provided:
 - 1) The name and address of the client;
 - 2) The title of the project;
 - 3) The start and end date of the contract;
 - 4) A brief narrative describing the role of the respondent and scope of the work performed, under the contract;
 - 5) The annual number of examinations completed, and/or required number to be completed;
 - 6) Services provided by subcontractors, if applicable; and
 - 7) A disclosure of liquidated or punitive damages imposed or sought against the respondent, including the circumstances and amounts involved.

Response:

Evaluation Criteria:

The respondent shall demonstrate its capability to successfully meet the requirements of this solicitation, by describing its experience, in auditing or examining Medicaid cost reports within the last five (5) years from the date of solicitation issuance, as specified in **Attachment A**, Instructions and Special Conditions, **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 4.**, Date of Issuance, per CMS' publication 15-1 and Reimbursement Plans. Points will also be awarded for the respondent's experience with a Medicaid Program and the respondents experience with auditing a Medicaid Disproportionate Share Hospital Program. This component shall be evaluated based on the following:

- a. The adequacy of the respondent's experience for auditing or examining Medicaid cost reports as described above.

EXHIBIT A-4
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA
COMPONENTS (TECHNICAL RESPONSE)

- b.** The adequacy of the respondent's experience based on the number of examinations completed or scheduled to be completed as specified in the respondent's list of current or previous contracts for which it provided similar services.
- c.** The adequacy of the respondent's experience and capability to perform this type of service based on the number and nature of instances in which liquidated or punitive damages have been imposed or sought against the respondent.
- d.** The adequacy of the respondent's experience with a Medicaid Program.

Score: This Section is worth a maximum of **25** raw points, as described below:

- For Items a. – d., each component is worth a maximum of five (5) points each for a total cumulative score of 20 points.
- Respondents who demonstrate experience with Medicaid as described in items a. – d., shall receive up to five (5) additional points as follows:
 - If the cumulative score for items a. – d. above is 1 – 5, the respondent shall receive 1 additional point.
 - If the cumulative score for items a. – d. above is 6 - 10, the respondent shall receive 3 additional points.
 - If the cumulative score for items a. – d. above is 11 - 15, the respondent shall receive 4 additional points.
 - If the cumulative score for items a. – d. above is 16 – 20, the respondent shall receive 5 additional points.

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EXHIBIT A-4
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA
COMPONENTS (TECHNICAL RESPONSE)

SRC# 5: Examinations

The respondent shall describe its ability and proposed approach to performing LIP Cost Limit Examinations and Reconciliations as described in **Attachment B**, Scope of Services. At a minimum, the description shall:

- a. Demonstrate the respondent's understanding of the Medicaid Low Income Pool (LIP) Cost Limit Examination;
- b. Demonstrate the respondent's understanding of the Florida Medicaid LIP Cost Reporting Requirements, both State and Federal; and
- c. Demonstrate the respondent's plan to adhere to State and Federal Program requirements in accordance with 1115 Managed Medical Assistance Waiver Special Terms and Conditions (STCs) and the Reimbursement and Funding Methodology Document (RFMD).

Response:

Evaluation Criteria:

The respondent shall describe, in detail, how it intends to perform the full scope examinations and home office examinations as described in **Attachment B**, Scope of Services. The description shall be evaluated based on the following:

- a. The adequacy and viability of the respondent's plan to adhere to requirements as described in **Attachment B**, Scope of Services.
- b. The adequacy of the respondent's demonstrated understanding of the Florida Medicaid LIP Cost Reporting Requirements, both State and Federal, in accordance with 1115 Managed Medical Assistance Waiver STCs and the RFMD.
- c. The adequacy and viability of the respondent's plan to adhere to the Florida Medicaid LIP Cost Reporting Requirements, both State and Federal, in accordance with 1115 Managed Medical Assistance Waiver STCs and the RFMD.

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

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EXHIBIT A-4
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA
COMPONENTS (TECHNICAL RESPONSE)

SRC# 6: IGT Review

The respondent shall describe its ability and proposed approach to performing Intergovernmental Transfer (IGT) Reviews as described in **Attachment B**, Scope of Services. At a minimum, the description shall:

- a. Demonstrate the respondent's understanding of the IGT Review;
- b. Demonstrate the respondent's understanding of the IGT requirements, both State and Federal;
- c. Demonstrate the respondent's plan to ensure that the IGT funds are compliant with 42 Code of Federal Regulations (CFR) Part 433 Subpart B.
- d. Demonstrate the respondents plan to determine if the IGT transfer, or source of funds transferred, complies with the Medicaid state plan, Title XIX of the Social Security Act, or any State or Federal regulations or policies implementing Title XIX of the Social Security Act, including but not limited to Section 1903(w) of the Social Security Act; 42 CFR Part 433, Subpart B; and CMS State Medicaid Director Letter #14-004 (May 9, 2014).

Response:

Evaluation Criteria:

The respondent shall describe, in detail, how it intends to perform the full scope examinations and home office examinations as described in **Attachment B**, Scope of Services. The description shall be evaluated based on the following:

- a. The adequacy the respondent's understanding of the IGT Review.
- b. The adequacy of the respondent's understanding of the IGT requirements, both State and Federal.
- c. The adequacy and viability of the respondent's plan to ensure that the IGT funds are compliant with 42 CFR Part 433 Subpart B.
- d. The adequacy and viability of the respondent's plan to determine if the IGT transfer, or source of funds transferred, complies with the Medicaid state plan, Title XIX of the Social Security Act, or any State or Federal regulations or policies implementing Title XIX of the Social Security Act, including but not limited to Section 1903(w) of the Social Security Act; 42 CFR Part 433, Subpart B; and CMS State Medicaid Director Letter #14-004 (May 9, 2014).

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

EXHIBIT A-4
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA
COMPONENTS (TECHNICAL RESPONSE)

SRC# 7: Reporting

The respondent shall describe its ability and approach to ensuring timely and accurate reporting to the Agency as described in **Attachment B**, Scope of Services. At a minimum, the description shall include:

- a. The respondent's approach to compiling information to include in its monthly status report of all incomplete examinations;
- b. How the respondent shall ensure accurate and timely reporting of all incomplete examinations to the Agency; and
- c. A description of the data systems and software that will be used to submit electronic work papers and the final report.

Response:

Evaluation Criteria:

The response shall describe the respondent's ability and approach to ensuring timely and accurate reporting to the Agency as specified in **Attachment B**, Scope of Services. The description shall be evaluated based on the following:

- a. The adequacy of the respondent's approach to compiling information to include in its monthly status report of all incomplete examinations.
- b. The adequacy of the respondent's approach to ensuring accurate and timely reporting to the Agency.
- c. The adequacy of the respondent's description of the data systems and software that will be used to submit electronic work papers and the final report.

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

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EXHIBIT A-4
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA
COMPONENTS (TECHNICAL RESPONSE)

SRC# 8: Staffing

The respondent shall demonstrate its capability to provide staffing levels as described in **Attachment B**, Scope of Services, by describing the qualifications and experience of its proposed staff. The description shall include, at a minimum:

- a. A staff organization chart that identifies reporting relationships and all positions to be assigned to the resulting Contract, including position titles. A description of dedicated staff and applicable variable staff if needed, assigned to the resulting Contract, including their qualifications, licenses, credentials and time assigned/dedicated to the resulting Contract. The respondent shall describe the decision making authority of these staff within the organization;
- b. The respondent shall propose a Contract Manager at the Partner, Shareholder, Member Manager or Principal level, who has at least three (3) years managerial experience with Medicaid cost report examinations. The Contract Manager must have a current Florida Certified Public Accountant licensure as described in **Attachment B**, Scope of Services and identifying Florida Medicaid experience, if applicable;
- c. Recruitment plan for ensuring adequate examination staff will be available within thirty (30) calendar days of the execution of the resulting contract; and
- d. A description indicating which positions will be filled by a current employee of the respondent, and which positions will need to be filled.

Response:

Evaluation Criteria:

The respondent shall demonstrate its capability to provide staffing levels as described in **Attachment B**, Scope of Services, by describing the qualifications and experience of its proposed staff. This component will be evaluated based on the following:

- a. The adequacy of the respondent's proposed staff organization chart that identifies reporting relationships and all positions to be assigned to the resulting Contract, and their titles. The adequacy of the respondent's proposed dedicated staff and applicable variable staff if needed, assigned to the resulting Contract, including their qualifications, licenses, credentials and time assigned/dedicated to the resulting Contract and the decision making authority of these staff within the organization.
- b. The adequacy of the respondent's proposed Contract Manager in meeting the requirements described in **Attachment B**, Scope of Services.
- c. The adequacy of the respondent's proposed Contract Manager in regards to experience with Florida Medicaid.

EXHIBIT A-4
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA
COMPONENTS (TECHNICAL RESPONSE)

- d. The adequacy of the respondent's proposed staff recruitment plan for ensuring adequate examination staff will be available within thirty (30) calendar days of the execution of the resulting Contract.
- e. The adequacy of the respondent's proposed staffing plan for utilizing filled positions (current employees) and positions which will need to be filled.

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

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EXHIBIT A-4
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA
COMPONENTS (TECHNICAL RESPONSE)

SRC# 9: Internal Quality Assurance

The respondent shall describe its proposed written internal quality assurance policies and procedures for meeting the requirements as described in **Attachment B**, Scope of Services. The description shall include, at a minimum:

- a. A copy of the respondent's existing or proposed Standard Operating Procedures including but not limited to: Quality Assurance and Disaster Recovery Plans; written internal quality control policies and procedures; and a description of any existing or proposed quality control committees or staff, and their responsibilities; and
- b. An overview of how the respondents existing or proposed quality assurance policies and procedures will ensure oversight of staff and resources, quality assessment, internal review of work performed by employees, and performance improvement.

Response:

Evaluation Criteria:

The response shall describe the respondent's written internal quality assurance policies and procedures for meeting the requirements described in **Attachment B**, Scope of Services. The description shall be evaluated based on the following:

- a. The adequacy of the respondent's existing or proposed Standard Operating Procedures including but not limited to: Quality Assurance and Disaster Recovery Plans and written internal quality control policies and procedures.
- b. The adequacy of the respondent's existing or proposed description of quality control committees or staff and their responsibilities.
- c. The adequacy of the respondent's existing or proposed quality assurance policies and procedures will ensure oversight of staff and resources, quality assessment, internal review of work performed by employees, and performance improvement.

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

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EXHIBIT A-4
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA
COMPONENTS (TECHNICAL RESPONSE)

SRC# 10: Business Associate Agreement

The respondent shall describe its ability to ensure security of Medicaid data and Protected Health Information (PHI) as described in **Attachment A**, Instructions and Special Conditions, **Exhibit A-7**, Standard Contract, **Attachment II**, Business Associate Agreement. The description shall include, at a minimum:

- a. How the respondent shall ensure proper security of Medicaid data and how the respondent will restrict access in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards;
- b. How the respondent shall ensure HIPAA standards for data and document management will be met and ensure that any PHI released is done so in accordance with HIPAA requirements; and
- c. The respondent's approach to ensuring all incidents whereby PHI may have been released inappropriately are reported to the Agency without unreasonable delay, within ten (10) business days of discovery if the disclosure of PHI is to an unauthorized party, within twenty-four (24) hours of discovery if the disclosure is due to a security incident, and at least on a monthly basis, including if no breaches occurred during that period.

Response:

Evaluation Criteria:

The response shall describe the respondent's ability and approach to ensuring proper security of Medicaid data and PHI, as described in **Attachment A**, Instructions and Special Conditions, **Exhibit A-7**, Standard Contract, **Attachment II**, Business Associate Agreement. The description shall be evaluated based on the following:

- a. The adequacy of the respondent's approach to ensuring proper security of Medicaid data and to restrict access in compliance with the HIPAA of 1996 standards.
- b. The adequacy of the respondent's approach to ensuring HIPAA standards for data and document management will be met and that any PHI released is done so in accordance with HIPAA requirements.
- c. The adequacy of the respondent approach to ensure all incidents whereby PHI may have been released inappropriately are reported to the Agency without unreasonable delay, within ten (10) business days of discovery if the disclosure of PHI is to an unauthorized party, within twenty-four (24) hours of discovery if the disclosure is due to a security incident, and at least on a monthly basis including if no breaches occurred during that period.

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

EXHIBIT A-5 COST PROPOSAL

INSTRUCTIONS:

- A.** Where indicated in **Table 1**, Original Contract Years below, the respondent shall propose a fixed unit cost to complete each of the required components as described in **Attachment B**, Scope of Services, **Section II.**, Manner of Service(s) Provision, **Sub-Section B.**, Services Provided by the Vendor, **Items 1. through 6.:**
- a. Cost Limit Initial Review;
 - b. Final LIP Cost Limit Report; and
 - c. Intergovernmental Transfer Review.
- B.** Where indicated in **Table 1**, Original Contract Years below, the respondent shall propose a fixed hourly rate for compensation for ad hoc requests as described in **Attachment B**, Scope of Services, **Section III.**, Method of Payment, **Sub-Section B.**, Invoicing, **Table 1**, Required Deliverables and Associated Payments, **Item 4.**, Ad-hoc Requests.
- C.** Where indicated in **Table 1**, Original Contract Years below, the respondent shall propose a fixed hourly rate for compensation in the event of a cancelled examination as described in **Attachment B**, Scope of Services, **Section III.**, Method of Payment, **Sub-Section A.**, Payment.
- D.** The respondent must include the required **Exhibit A-5-a**, Detailed Budget with this cost proposal, to support and justify its proposed costs.
- E.** **Exhibit A-5, Cost Proposal, shall not include a cost that exceeds the maximum Contract amount listed in Attachment A, Instructions and Special Conditions, Section A.1., Instructions, Sub-Section A., Overview, Item 13., Type and Amount of Contract Contemplated. A response which contains a cost proposal that exceeds the Agency’s maximum contract amount will be rejected.**
- F.** **The Agency will not agree to caveats in the proposed prices within Exhibit A-5, Cost Proposal and Exhibit A-5-a, Detailed Budget. Responses which include caveat language for pricing will be viewed as a conditional response and the Agency may reject the response at its sole discretion.**

TABLE 1 – ORIGINAL CONTRACT YEARS	
Cost Limit Initial Review	
Proposed Fixed Cost	\$_____ per examination
Final LIP Cost Limit Report	
Proposed Fixed Cost	\$_____ per report
Intergovernmental Transfer Review	
Proposed Fixed Cost	\$_____ per review
Ad Hoc Requests	
Proposed Fixed Hourly Rate	\$_____ per hour
Hourly Rate for Cancelled Examinations	
Proposed Fixed Hourly Rate	\$_____ per hour

EXHIBIT A-5 COST PROPOSAL

If the resulting Contract is renewed, it is the Agency's policy to reduce the overall payment amount by the Agency to the successful Vendor by at least five percent (5%) during the period of the Contract renewal, unless it would affect the level and quality of services. **The Agency will evaluate renewal year proposals as part of the evaluation and scoring process.**

- G.** In the event the resulting Contract is renewed, the costs outlined in **Exhibit A-5**, Cost Proposal and **Exhibit A-5-a**, Detailed Budget shall apply for the renewal period(s).
- H.** Where indicated in **Table 2**, Renewal Contract Years below, the respondent shall propose a fixed unit cost for contract renewal years to complete each of the required components as described in **Attachment B**, Scope of Services, **Section II.**, Manner of Service(s) Provision, **Sub-Section B.**, Services Provided by the Vendor, **Items 1. through 6.:**
- a. Cost Limit Initial Review;
 - b. Final LIP Cost Limit Report; and
 - c. Intergovernmental Transfer Review.
- I.** Where indicated in **Table 2**, Renewal Contract Years below, the respondent shall propose a fixed hourly rate for compensation for contract renewal years ad hoc requests as described in **Attachment B**, Scope of Services, **Section III.**, Method of Payment, **Sub-Section B.**, Invoicing, **Table 1**, Required Deliverables and Associated Payments, **Item 4.**, Ad-hoc Requests .
- J.** Where indicated in **Table 2**, Renewal Contract Years below, the respondent shall propose a fixed hourly rate for compensation contract renewal years in the event of a cancelled examination as described in **Attachment B**, Scope of Services, **Section III.**, Method of Payment, **Sub-Section A.**, Payment.

TABLE 2 – RENEWAL CONTRACT YEARS	
Cost Limit Initial Review	
Proposed Fixed Cost	\$_____ per examination
Final LIP Cost Limit Report	
Proposed Fixed Cost	\$_____ per report
Intergovernmental Transfer Review	
Proposed Fixed Cost	\$_____ per review
Ad Hoc Requests	
Proposed Fixed Hourly Rate	\$_____ per hour
Hourly Rate for Cancelled Examinations	
Proposed Fixed Hourly Rate	\$_____ per hour
TOTAL	\$_____

**EXHIBIT A-5
COST PROPOSAL**

Respondent Name

Authorized Official Signature

Date

Authorized Official Printed Name

Authorized Official Title

Failure to submit Exhibit A-5, Cost Proposal, signed by an authorized official may result in the rejection of response.

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EXHIBIT A-5-a DETAILED BUDGET

The following proposed detailed budget shall include costs required for providing the services specified in this solicitation, and shall support and justify the costs as provided in Exhibit A-5, Cost Proposal for the Original Contract Years.

DESCRIPTION OF EXPENSES	Original Contract Years Cost Limit Initial Review	Original Contract Years Final LIP Cost Limit Report
DIRECT PERSONNEL		
Salaries:		
Fringe Benefits:		
Total Salaries Expense:		
Temporary Personnel Services:		
Contracted Personnel:		
Other Personnel:		
Other Personnel:		
Other Personnel:		
TOTAL DIRECT PERSONNEL:		
OTHER DIRECT		
Office Supplies:		
Postage, Shipping, Fulfillment:		
Software, Hardware:		
Equipment Rental/Purchase:		
Office Rent (Occupancy):		
Printing/Graphics (Materials):		
Travel – Training:		
Travel – Other:		
Telephone Charges:		
Professional Services:		
Advertising:		
Training, Licensing, Recruiting:		
Legal, Taxes, Miscellaneous:		
Other Direct:		
Other Direct:		
Other Direct:		
TOTAL OTHER DIRECT*:		

**EXHIBIT A-5-a
DETAILED BUDGET**

DESCRIPTION OF EXPENSES	Original Contract Years Cost Limit Initial Review	Original Contract Years Final LIP Cost Limit Report
CAPITAL		
Telecommunications Equipment:		
Computer Equipment:		
Furniture:		
Installation/Construction:		
Other Capital:		
Other Capital:		
Other Capital:		
TOTAL CAPITAL*:		
TOTAL PERSONNEL:		
TOTAL OTHER DIRECT:		
TOTAL CAPITAL:		
TOTAL EXPENSE PER UNIT COST*:		
DESCRIPTION OF EXPENSES	Original Contract Years Intergovernmental Transfer Review	Original Contract Years Ad-Hoc Requests
DIRECT PERSONNEL		
Salaries:		
Fringe Benefits:		
Total Salaries Expense:		
Temporary Personnel Services:		
Contracted Personnel:		
Other Personnel:		
Other Personnel:		
Other Personnel:		
TOTAL DIRECT PERSONNEL:		

**EXHIBIT A-5-a
DETAILED BUDGET**

DESCRIPTION OF EXPENSES	Original Contract Years Intergovernmental Transfer Review	Original Contract Years Ad-Hoc Requests
OTHER DIRECT		
Office Supplies:		
Postage, Shipping, Fulfillment:		
Software, Hardware:		
Equipment Rental/Purchase:		
Office Rent (Occupancy):		
Printing/Graphics (Materials):		
Travel – Training:		
Travel – Other:		
Telephone Charges:		
Professional Services:		
Advertising:		
Training, Licensing, Recruiting:		
Legal, Taxes, Miscellaneous:		
Other Direct:		
Other Direct:		
Other Direct:		
TOTAL OTHER DIRECT*:		
DESCRIPTION OF EXPENSES	Original Contract Years Intergovernmental Transfer Review	Original Contract Years Ad-Hoc Requests
CAPITAL		
Telecommunications Equipment:		
Computer Equipment:		
Furniture:		
Installation/Construction:		
Other Capital:		
Other Capital:		
Other Capital:		
TOTAL CAPITAL*:		
TOTAL PERSONNEL:		
TOTAL OTHER DIRECT:		
TOTAL CAPITAL:		
TOTAL EXPENSE PER UNIT COST*:		

EXHIBIT A-5-a DETAILED BUDGET

The following proposed detailed budget shall include costs required for providing the services specified in this solicitation, and shall support and justify the costs as provided in Exhibit A-5, Cost Proposal for the Renewal Contract Years.

DESCRIPTION OF EXPENSES	Renewal Contract Years Cost Limit Initial Review	Renewal Contract Years Final LIP Cost Limit Report
DIRECT PERSONNEL		
Salaries:		
Fringe Benefits:		
Total Salaries Expense:		
Temporary Personnel Services:		
Contracted Personnel:		
Other Personnel:		
Other Personnel:		
Other Personnel:		
TOTAL DIRECT PERSONNEL:		
OTHER DIRECT		
Office Supplies:		
Postage, Shipping, Fulfillment:		
Software, Hardware:		
Equipment Rental/Purchase:		
Office Rent (Occupancy):		
Printing/Graphics (Materials):		
Travel – Training:		
Travel – Other:		
Telephone Charges:		
Professional Services:		
Advertising:		
Training, Licensing, Recruiting:		
Legal, Taxes, Miscellaneous:		
Other Direct:		
Other Direct:		
Other Direct:		
TOTAL OTHER DIRECT*:		

**EXHIBIT A-5-a
DETAILED BUDGET**

DESCRIPTION OF EXPENSES	Renewal Contract Years Cost Limit Initial Review	Renewal Contract Years Final LIP Cost Limit Report
CAPITAL		
Telecommunications Equipment:		
Computer Equipment:		
Furniture:		
Installation/Construction:		
Other Capital:		
Other Capital:		
Other Capital:		
TOTAL CAPITAL*:		
TOTAL PERSONNEL:		
TOTAL OTHER DIRECT:		
TOTAL CAPITAL:		
TOTAL EXPENSE PER UNIT COST*:		
DESCRIPTION OF EXPENSES	Renewal Contract Years Intergovernmental Transfer Review	Renewal Contract Years Ad-Hoc Requests
DIRECT PERSONNEL		
Salaries:		
Fringe Benefits:		
Total Salaries Expense:		
Temporary Personnel Services:		
Contracted Personnel:		
Other Personnel:		
Other Personnel:		
Other Personnel:		
TOTAL DIRECT PERSONNEL:		

**EXHIBIT A-5-a
DETAILED BUDGET**

DESCRIPTION OF EXPENSES	Renewal Contract Years Intergovernmental Transfer Review	Renewal Contract Years Ad-Hoc Requests
OTHER DIRECT		
Office Supplies:		
Postage, Shipping, Fulfillment:		
Software, Hardware:		
Equipment Rental/Purchase:		
Office Rent (Occupancy):		
Printing/Graphics (Materials):		
Travel – Training:		
Travel – Other:		
Telephone Charges:		
Professional Services:		
Advertising:		
Training, Licensing, Recruiting:		
Legal, Taxes, Miscellaneous:		
Other Direct:		
Other Direct:		
Other Direct:		
TOTAL OTHER DIRECT*:		
DESCRIPTION OF EXPENSES	Renewal Contract Years Intergovernmental Transfer Review	Renewal Contract Years Ad-Hoc Requests
CAPITAL		
Telecommunications Equipment:		
Computer Equipment:		
Furniture:		
Installation/Construction:		
Other Capital:		
Other Capital:		
Other Capital:		
TOTAL CAPITAL*:		
TOTAL PERSONNEL:		
TOTAL OTHER DIRECT:		
TOTAL CAPITAL:		
TOTAL EXPENSE PER UNIT COST*:		

In the event the resulting Contract is renewed, the costs outlined in **Exhibit A-5**, Cost Proposal and **Exhibit A-5-a**, Detailed Budget shall apply for the renewal period(s).

**EXHIBIT A-5-a
DETAILED BUDGET**

***The Agency reserves the right to request the return of any hardware, software, equipment and furniture purchased by the successful Vendor using funds from the resulting Contract. In the event the Agency does not desire to have the hardware, software, equipment and furniture returned, the successful Vendor may retain said ownership.**

Authorized Official Signature

Date

Authorized Official Printed Name

Authorized Official Title

Exhibit A-5-a, Detailed Budget, shall not include a cost that exceeds the maximum contract amount listed in Attachment A, Instructions and Special Conditions, Section A.1., Instructions, Sub-Section A., Overview, Item 13., Type and Amount of Contract Contemplated. A response which contains a cost proposal that exceeds the Agency's maximum contract amount will be rejected.

Failure to submit Exhibit A-5-a, Detailed Budget, signed by an authorized official may result in the rejection of response.

EXHIBIT A-6
CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

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

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

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

Respondent Name

Authorized Official Signature

Date

Authorized Official Printed Name

Authorized Official Title

**EXHIBIT A-7
STANDARD CONTRACT**

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

All respondents should review the contract language contained below. In responding to this solicitation, a respondent has agreed to accept the terms and conditions of the Contract contained in this Exhibit. Note: If the resulting Contract is funded with Federal funds, additional terms and conditions may be included at the time of contract award based on the specific Federal requirements.

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

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

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

I. THE VENDOR HEREBY AGREES:

A. General Provisions

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

B. Florida Department of State

To 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 this Contract.

C. MyFloridaMarketPlace

1. 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 (F.S.), shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.033, Florida Administrative Code (F.A.C.), unless exempt under Rule 60A-1.033(3), F.A.C.
2. This Contract has been exempted by the Florida Department of Management Services from paying the transaction fee per Rule 60A-1.031(4)(a and b), F.A.C.

D. Federal Laws and Regulations

1. This Contract contains Federal funds, therefore, the Vendor shall comply with all applicable Federal requirements pertaining to procurement, including but not limited to Chapter 2 of the Code of Federal Regulations (CFR) and any other final or interim rules.
2. This Contract contains Federal funding in excess of **\$100,000.00**, therefore, the Vendor must, upon Contract execution, complete the Certification Regarding Lobbying Form, **Attachment III**. If a Disclosure of Lobbying Activities Form, Standard Form LLL, is required, it may be obtained from the Agency's Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying Form must be completed and returned to the Agency's Procurement Office.
3. Pursuant to 2 CFR 376, the Vendor must, upon Contract execution,

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

complete the Certification Regarding Debarment, Suspension, Ineligibility,
and Voluntary Exclusion Contracts/Subcontracts Form, **Attachment IV**.

E. Prohibition of Gratuities

To certify that no elected official or employee of the State of Florida has or shall benefit financially or materially from this Contract in violation of the provisions of Chapter 112, F.S. This Contract may be terminated if it is determined that gratuities of any kind were either offered or received by any of the aforementioned parties.

F. Audits/Monitoring

1. 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 Vendor to verify the quality of the Vendor's analyses. Reasonable notice shall be provided for reviews conducted at the Vendor's place of business.
2. Reviews may include, but shall not be limited to, reviews of procedures, computer systems, recipient records, accounting records, and internal quality control reviews. The Vendor shall work with any reviewing entity selected by the Agency.
3. During this Contract period, these records shall be available at the Vendor's office at all reasonable times. After this Contract period and for ten (10) years following, the records shall be available at the Vendor's chosen location subject to the approval of the Agency. If the records need to be sent to the Agency, the Vendor shall bear the expense of delivery. Prior approval of the disposition of the Vendor and subcontractor records must be requested and approved by the Agency. This obligation survives termination of this Contract.
4. The Vendor shall comply with all applicable Federal requirements pertaining to procurement, including but not limited to Chapter 2 of the CFR and any other final or interim rules with respect to audit requirements of Federal contracts administered through State and local public agencies.
5. The Vendor shall maintain and file with the Agency such progress, fiscal and inventory reports as specified in **Attachment I**, Scope of Services, and other reports as the Agency may require within the period of this Contract. In addition, access to relevant computer data and applications which generated such reports should be made available upon request.
6. The Vendor shall ensure that all related party transactions are disclosed to the Agency Contract Manager.
7. The Vendor shall include these aforementioned audit and record keeping

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requirements in all approved subcontracts and assignments.

8. The Vendor shall submit a SSAE 16 SOC 2 report on a yearly basis to the Agency Contract Manager.

G. Inspection of Records and Work Performed

1. The Agency 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 this Contract are performed. All inspections and evaluations shall be performed in such a manner as not to unduly delay work. Persons duly authorized by the Agency and federal auditors, pursuant to 45 CFR, Part 74 and/or 45 CFR, Part 92, shall have full access to and the right to examine any of said records and documents.
2. The Vendor shall retain all financial records, medical records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this Contract for a period of ten (10) years after termination of this Contract, or if an audit has been initiated and audit findings have not been resolved at the end of ten (10) years, the records shall be retained until resolution of the audit findings.
3. Refusal by the Vendor to allow access to all records, documents, papers, letters, other materials or on-site activities related to this Contract performance shall constitute a breach of this Contract.
4. The right of the Agency and its authorized representatives to perform inspections shall continue for as long as the Vendor is required to maintain records.
5. The Vendor shall be responsible for all storage fees associated with all records maintained under this Contract. The Vendor is also responsible for the destruction of all records that meet the retention schedule noted above.
6. Failure to retain all records as required may result in cancellation of this Contract. The Agency shall give the Vendor advance notice of cancellation pursuant to this provision and shall pay the Vendor only those amounts that are earned prior to the date of cancellation in accordance with the terms and conditions of this Contract. Performance by the Agency of any of its obligations under this Contract shall be subject to the successful Vendor's compliance with this provision.
7. In accordance with Section 20.055, F.S., the Vendor and its subcontractors shall cooperate with the Office of the Inspector General in any investigation, audit, inspection, review or hearing; and shall grant access to any records, data or other information the Office of the Inspector General deems necessary to carry out its official duties.

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8. The rights of access in this Section must not be limited to the required retention period but shall last as long as the records are retained.

H. Accounting

1. To maintain an accounting system and employ accounting procedures and practices that conform to generally accepted accounting principles and standards or other comprehensive basis of accounting principles as acceptable to the Agency. For costs associated with specific contracts under which the Agency must account to the federal government for actual costs incurred, the costs and charges for that contract will be determined in accordance with generally accepted accounting principles.
2. To submit annual financial audits (or parent organization's annual financial audits with organizational chart) to the Agency within thirty (30) calendar days of receipt.

I. Public Records Requests

1. To comply with Section 119.0701, F.S., if applicable, and all other applicable parts of the Florida Public Records Act.
2. To keep and maintain public records that ordinarily and necessarily would be required in order to perform services under this Contract.
3. To 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 Section 119.07, F.S., or as otherwise provided by law.
4. To upon request from the appropriate Agency custodian of public records, provide the Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost in Section 119.07, F.S., or as otherwise provided by law.
5. To ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract term and following completion of this Contract if the Vendor does not transfer the records to the Agency.
6. To not collect an individual's social security number unless the Vendor has stated in writing the purpose for its collection. The Vendor collecting an individual's social security number shall provide a copy of the written statement to the Agency and otherwise comply with applicable portions of Section 119.071(5), F.S.

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7. To 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 this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency.
8. If the Vendor does not comply with a public records request, the Agency shall enforce Contract provisions in accordance with this Contract.
9. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AGENCY CUSTODIAN OF PUBLIC RECORDS FOR THIS CONTRACT. THE AGENCY CUSTODIAN OF PUBLIC RECORDS FOR THIS CONTRACT IS THE CONTRACT MANAGER.**

J. Communications

1. Notwithstanding any term or condition of this Contract to the contrary, the Vendor bears sole responsibility for ensuring that its performance of this Contract fully complies with all State and Federal law governing the monitoring, interception, recording, use or disclosure of wire, oral or electronic communications, including but not limited to the Florida Security of Communications Act, Section 934.01, et seq., F.S.; and the Electronic Communications Privacy Act, 18 U.S.C. Section 2510 et seq. (hereafter, collectively, "Communication Privacy Laws").
2. Prior to intercepting, recording or monitoring any communications which are subject to Communication Privacy Laws, the Vendor must:
 - a. Submit a plan which specifies in detail the manner in which the Vendor will ensure that such actions are in full compliance with Communication Privacy Laws (the "Privacy Compliance Plan"); and
 - b. Obtain written approval, signed and notarized by the Agency Contract Manager, approving the Privacy Compliance Plan.
3. No modifications to an approved Privacy Compliance Plan may be implemented by the Vendor unless an amended Privacy Compliance Plan is submitted to the Agency, and written approval of the amended Privacy Compliance Plan is signed and notarized by the Agency Contract Manager. Agency approval of the Vendor's Privacy Compliance Plan in

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no way constitutes a representation by the Agency that the Privacy Compliance Plan is in full compliance with applicable Communication Privacy Laws, or otherwise shifts or diminishes the Vendor's sole burden to ensure full compliance with applicable Communication Privacy Laws in all aspects of the Vendor's performance of this Contract. Violation of this term may result in sanctions to include termination of this Contract and/or liquidated damages.

4. The Vendor agrees that it is the custodian of any and all recordings for purposes of the Public Records Act, Chapter 119, F.S., and is solely responsible for responding to any public records requests for recordings. This responsibility includes gathering, redaction, duplication and provision of the recordings as well as defense of any actions for enforcement brought pursuant to Section 119.11, F.S.

K. Background Screening

1. To ensure that all Vendor employees including managing employees that have direct access to personally identifiable information (PII), protected health information (PHI), or financial information have a County, State, and Federal criminal background screening comparable to a Level 2 background screening as described in Section 435.04, F.S., completed with results prior to employment.
2. Per Section 435.04(1)(a), F.S., Level 2 screening standards include, but need not be limited to, fingerprinting for statewide criminal history records checks through the Department of Law Enforcement, and national criminal history records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
3. If the Vendor employee or managing employee was employed prior to the execution of this Contract, the Vendor shall ensure that the County, State, and Federal criminal background screening comparable to a Level 2 background screening is completed with results prior to the employee accessing any PII, PHI, or financial information.
4. Any Vendor employee or managing employee with background results that are unacceptable to the State as described in Section 435.04, F.S., or related to the criminal use of PII as described in Section 817, F.S., or has been subject to criminal penalties for the misuse of PHI under 42 U.S.C. 1320d-5, or has been subject to criminal penalties for the offenses described in Section 812.0195, F.S., Section 815, F.S., Section 815.04, F.S., or Section 815.06, F.S., shall be denied employment or be immediately dismissed from performing services under this Contract by the Vendor unless an exemption is granted.
5. Direct access is defined as having, or expected to have, duties that involve access to PII, PHI, or financial information by any means including, but not

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limited to, network shared drives, email, telephone, mail, computer systems, and electronic or printed reports.

6. To ensure that all Vendor employees including managing employees that have direct access to any PII, PHI or financial information have a County, State, and Federal criminal background screening comparable to a Level 2 background screening completed with results every five (5) years.
7. To develop and submit policies and procedures related to this criminal background screening requirement to the Agency for review and approval within thirty (30) calendar days of this Contract execution. The Vendor's policies and procedures shall include a procedure to grant an exemption from disqualification for disqualifying offenses revealed by the background screening, as described in Section 435.07, F.S.
8. To keep a record of all background screening records to be available for Agency review upon request.
9. Failure to comply with background screening requirements shall subject the Vendor to liquidated damages as described **Attachment I**, Scope of Services.

L. Monitoring

1. To provide reports as specified in **Attachment I**, Scope of Services. These reports will be used for monitoring progress or performance of the contractual services as specified in **Attachment I**, Scope of Services.
2. To permit persons duly authorized by the Agency to inspect any records, papers, documents, facilities, goods and services of the Vendor which are relevant to this Contract.
3. To ensure that each of its employees or subcontractors who performs activities related to the services associated with this Contract will report to the Agency any health care facility that is the subject of these services that may have violated the law. To report concerns pertaining to a health care facility, 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 <https://apps.ahca.myflorida.com/hcfc>.
4. To ensure that each of its employees or subcontractors who performs activities related to the services associated with this Contract, will report to the Agency areas of concern relative to the operation of any entity covered by this Contract. To report concerns, the Vendor employee or subcontractor may contact the Agency Complaint Hotline by calling 1-877-254-1055 or by completing the online complaint form found at https://apps.ahca.myflorida.com/smmc_cirts/.
5. Reports which represent individuals receiving services are at risk for, or

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have suffered serious harm, impairment, or death shall be reported to the Agency immediately and no later than twenty-four (24) clock 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) calendar days of the observation.

M. Indemnification

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

1. Scope. The Duty to Indemnify and the Duty to Defend, as described herein (collectively known as the “Duty to Indemnify and Defend”), extend to any completed, actual, pending or threatened action, suit, claim or proceeding, whether civil, criminal, administrative or investigative (including any action by or in the right of the Vendor), and whether formal or informal, in which the Agency is, was or becomes involved and which in any way arises from, relates to or concerns the Vendor’s acts or omissions related to this Contract (inclusive of all attachments, etc.) (collectively “Proceeding”).
 - a. Duty to Indemnify. The Vendor agrees to hold harmless and indemnify the Agency to the full extent permitted by law against any and all liability, claims, actions, suits, judgments, damages and costs of whatsoever name and description, including attorneys’ fees, arising from or relating to any Proceeding.
 - b. Duty to Defend. With respect to any Proceeding, the Vendor agrees to fully defend the Agency and shall timely reimburse all of the Agency’s legal fees and costs; provided, however, that the amount of such payment for attorneys’ fees and costs is reasonable pursuant to rule 4–1.5, Rules Regulating The Florida Bar. The Agency retains the exclusive right to select, retain and direct its defense through defense counsel funded by the Vendor pursuant to the Duty to Indemnify and Defend the Agency.
2. Expense Advance. The presumptive right to indemnification of damages shall include the right to have the Vendor pay the Agency’s expenses in any Proceeding as such expenses are incurred and in advance of the final disposition of such Proceeding.
3. Enforcement Action. In the event that any claim for indemnity, whether an Expense Advance or otherwise, is made hereunder and is not paid in full within sixty (60) calendar days after written notice of such claim is delivered to the Vendor, the Agency may, but need not, at any time thereafter, bring suit against the Vendor to recover the unpaid amount of the claim (hereinafter “Enforcement Action”). In the event the Agency brings an Enforcement Action, the Vendor shall pay all of the Agency’s attorneys’ fees and expenses incurred in bringing and pursuing the Enforcement Action.

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4. Contribution. In any Proceeding in which the Vendor is held to be jointly liable with the Agency for payment of any claim of any kind (whether for damages, attorneys' fees, costs or otherwise), if the Duty to Indemnify provision is for any reason deemed to be inapplicable, the Vendor shall contribute toward satisfaction of the claim whatever portion is or would be payable by the Agency in addition to that portion which is or would be payable by the Vendor, including payment of damages, attorneys' fees and costs, without recourse against the Agency. No provision of this part or of any other section of this Contract (inclusive of all attachments, etc.), whether read separately or in conjunction with any other provision, shall be construed to: (i) waive the State or the Agency's immunity to suit or limitations on liability; (ii) obligate the State or the Agency to indemnify the Vendor for the Vendor's own negligence or otherwise assume any liability for the Vendor's own negligence; or (iii) create any rights enforceable by third parties, as third party beneficiaries or otherwise, in law or in equity.

N. Insurance

1. To the extent required by law, the Vendor shall be self-insured against, or shall secure and maintain during the life of this Contract, Worker's Compensation Insurance for all its employees connected with the work of this Contract and, in case any work is subcontracted, the 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 this Contract are covered by the 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 Vendor under this Contract and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Vendor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Agency, for the protection of its employees not otherwise protected.
2. The Vendor shall secure and maintain Commercial General Liability insurance including bodily injury, property damage, personal 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 this Contract, whether such services and/or operations are by the Vendor or anyone directly, or indirectly employed by it. 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 this Contract and hold the State of Florida harmless from subrogation. The Vendor shall set the limits of liability necessary to provide reasonable financial protections to the Vendor and the State of Florida under this Contract.
3. All insurance policies shall be with insurers licensed or eligible to transact business in the State of Florida. The Vendor's current insurance policy(ies)

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shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days written notice. The Vendor shall provide thirty (30) calendar days written notice of cancellation to the Agency's Contract Manager.

4. The Vendor shall submit insurance certificates evidencing such insurance coverage prior to execution of this Contract.

O. Assignments and Subcontracts

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

P. Subcontracting

1. To not subcontract, assign, or transfer any work identified under this Contract, without prior written consent of the Agency.
2. To not subcontract with any provider that would be in conflict of interest to the Vendor during the term of this Contract in accordance with applicable Federal and/or State laws.
3. Changes to approved subcontracts and/or subcontractors require approval in writing by the Agency's Contract Manager prior to the effective date of any subcontract.
4. The Agency encourages Vendors to partner with subcontractors who can provide best value and the best in class solutions. However, the Vendor is responsible for all work performed under this Contract. No subcontract that the Vendor enters into with respect to performance under this Contract shall in any way relieve the Vendor of any responsibility for performance of its duties. The Vendor shall assure that all tasks related to the subcontract are performed in accordance with the terms of this Contract. If the Agency determines, at any time, that a subcontract is not in compliance with a Contract requirement, the Vendor shall promptly revise the subcontract to bring it into compliance. In addition, the Vendor may be subject to sanctions and/or liquidated damages pursuant to this Contract and Section 409.912(4), F.S. (related to sanctions).
5. All payments to subcontractors will be made by the Vendor.
6. To be responsible for monitoring the subcontractor's performance. The results of the monitoring shall be provided to the Agency's Contract

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Manager, fourteen (14) business days after the end of each month or as specified by the Agency. If the subcontractor's performance does not meet the Agency's performance standard according to the Agency's monitoring report or the Vendor's monitoring report, an improvement plan must be submitted to the Vendor and the Agency within fourteen (14) business days of the deficient report.

7. The State supports and encourages supplier diversity and the participation of small and minority business enterprises in State contracting, both as Vendors and subcontractors. The Agency supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this Contract enthusiastically embrace diversity. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Vendors can contact the Office of Supplier Diversity at (850) 487-0915 or online at <http://osd.dms.state.fl.us/> for information on minority Vendors who may be considered for subcontracting opportunities.
8. 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).

Q. Return of Funds

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

R. Purchasing

1. P.R.I.D.E.

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

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

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contacted at:

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

2. RESPECT of Florida

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

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

RESPECT of Florida
2475 Apalachee Parkway, Suite 205
Tallahassee, Florida 32301-4946
(850) 487-1471
www.respectofflorida.org

S. Procurement of Products or Materials with Recycled Content

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

T. Civil Rights Requirements/Vendor Assurance

The Vendor assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 United States Code (U.S.C.) 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.

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3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
5. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
6. The Americans with Disabilities Act of 1990, Public Law (P.L.) 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
7. Chapter 409, F.S.
8. Rule 62-730.160, F.A.C. pertaining to standards applicable to generators of hazardous waste.
9. All applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 United States Code (U.S.C.) 7401 et seq.
10. The Medicare-Medicaid Fraud and Abuse Act of 1978.
11. Other Federal omnibus budget reconciliation acts.
12. The Balanced Budget Act of 1997.
13. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

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

U. Equal Employment Opportunity (EEO) Compliance

To not discriminate in its employment practices with respect to race, color, religion, age, sex, marital status, political affiliation, national origin, or handicap.

V. Discrimination

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Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a Bid, Proposal, or Reply on a contract to provide any goods or services to a public entity; may not submit a Bid, Proposal, or Reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, Proposals, or Replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the Discriminatory Vendor List. Questions regarding the Discriminatory Vendor List may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

W. Requirements of Section 287.058, Florida Statutes

1. To submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof.
2. Where applicable, to submit bills for any travel expenses in accordance with Section 112.061, F.S. The Agency may establish rates lower than the maximum provided in Section 112.061, F.S.
3. To provide units of deliverables, including reports, findings, and drafts, in writing and/or in an electronic format agreeable to both Parties, as specified in **Attachment I**, Scope of Services, to be received and accepted by the Contract Manager prior to payment.
4. To comply with the criteria and final date, as specified herein, by which such criteria must be met for completion of this Contract.
5. This Contract shall begin upon execution by both Parties or **BEGIN DATE**, (whichever is later) and end on **END DATE**, inclusive.
6. In accordance with Section 287.057(13), F.S., this Contract may be renewed for a period that may not exceed three (3) years or the term of the original Contract, whichever period is longer. Renewal of this Contract shall be in writing and subject to the same terms and conditions set forth in the initial Contract. A renewal Contract may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the Agency, are subject to the availability of funds, and optional to the Agency.
7. If this Contract is renewed, it is the Agency's policy to reduce the overall payment amount by the Agency to the Vendor by at least five percent (5%) during the period of this Contract renewal, unless it would affect the level and quality of services.
8. The Vendor agrees that the Agency may unilaterally cancel this Contract for refusal by the Vendor to allow public access to all documents, papers,

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letters, or other material made or received by the Vendor in conjunction with this Contract, unless the records are exempt from Section 24(a) of Article I of the State Constitution and the Florida Public Records Act, Chapter 119, F.S.

9. To comply with Patents, Royalties, Copyrights, Right to Data, and Works for Hire/Software requirements as follows:
- a. The Vendor, without exception, shall indemnify and hold harmless the Agency and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unattended invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the Vendor or is based solely and exclusively upon the Agency's alteration of the article.
 - b. The Agency will provide prompt written notification of a claim of copyright or patent infringement and shall afford the Vendor full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending, the Vendor may, at its option and expense procure for the Agency the right to continue the use of, replace or modify the article to render it non-infringing (if none of the alternatives is reasonably available, the Agency agrees to return the article on request to the Vendor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction).
 - c. If the Vendor brings to the performance of this Contract a pre-existing patent, patent-pending and/or copyright, at the time of Contract execution, the Vendor shall retain all rights and entitlements to that pre-existing patent, patent-pending and/or copyright, unless this Contract provides otherwise.
 - d. If the Vendor uses any design, device, or materials covered by letter, patent, or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. Prior to the initiation of services under this Contract, the Vendor shall disclose, in writing, all intellectual properties relevant to the performance of this Contract which the Vendor knows, or should know, could give rise to a patent or copyright. The Vendor shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Agency will then have the right to all patents and copyrights which arise as a result of performance under this Contract as provided in this Sub-Section.

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- e. If any discovery or invention arises or is developed in the course of, or as a result of, work or services performed under this Contract, or in any way connected herewith, the Vendor shall refer the discovery or invention to the Agency for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to the State of Florida. All materials to which the Agency is to have patent rights or copyrights shall be marked and dated by the Vendor in such a manner as to preserve and protect the legal rights of the Agency.
- f. Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Agency has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Agency to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, shall vest in the State of Florida, Department of State for the exclusive use and benefit of the State. Pursuant to Section 286.021, F.S., no person, firm, corporation, including parties to this Contract shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida Department of State.
- g. The Agency will have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Vendor under this Contract.
- h. All rights and title to works for hire under this Contract, whether patentable or copyrightable or not, shall belong to the Agency and shall be subject to the terms and conditions of this Contract.
- i. The computer programs, data, materials and other information furnished by the Agency to the Vendor hereunder shall be and remain the sole and exclusive property of the Agency, free from any claim or right of retention by or on behalf of the Vendor. The services and products listed in this Contract shall become the property of the Agency upon the Vendor's performance and delivery thereof. The Vendor hereby acknowledges that said computer programs, materials and other information provided by the Agency to the Vendor hereunder, together with the products delivered and services performed by the Vendor hereunder, shall be and remain confidential and proprietary in nature to the extent provided by Chapter 119, F.S., and that the Vendor shall not disclose, publish or use same for any purpose other than the purposes provided in

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this Contract; however, upon the Vendor first demonstrating to the Agency's satisfaction that such information, in part or in whole, (1) was already known to the Vendor prior to its receipt from the Agency; (2) became known to the Vendor from a source other than the Agency; or (3) has been disclosed by the Agency to third parties without restriction, the Vendor shall be free to use and disclose same without restriction. Upon completion of the Vendor's performance or otherwise cancellation or termination of this Contract, the Vendor shall surrender and deliver to the Agency, freely and voluntarily, all of the above-described information remaining in the Vendor's possession.

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

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

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

X. Sponsorship

Pursuant to Section 286.25, F.S., 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 Vendor shall include the Statement: "**Sponsored by (name of 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.

Y. Final Invoice

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

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Agency.

Z. Use of Funds for Lobbying Prohibited

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

AA. Public Entity Crime

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

BB. Health Insurance Portability and Accountability Act

1. To comply with the Department of Health and Human Services Privacy Regulations in the CFR, Title 45, Sections 160 and 164, regarding disclosure of protected health information as specified in **Attachment II**, Business Associate Agreement.
2. The Vendor must ensure it meets all Federal regulations regarding required standard electronic transactions and standards for privacy and individually identifiable health information as identified in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009 and associated regulations.
3. The Vendor shall conduct all activities in compliance with 45 CFR 164 Subpart C to ensure data security, including, but not limited to encryption of all information that is confidential under Florida or Federal law, while in transmission and while resident on portable electronic media storage devices. Encryption is required and shall be consistent with Federal Information Processing Standards (FIPS), and/or the National Institute of Standards and Technology (NIST) publications regarding cryptographic standards.

CC. Confidentiality of Information

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

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2. All personally identifiable information, including Medicaid information, obtained by the Vendor shall be treated as privileged and confidential information and shall be used only as authorized for purposes directly related to the administration of this Contract. The Vendor must have a process that specifies that patient-specific information remains confidential, is used solely for the purposes of data analysis or other Vendor responsibilities under this Contract, and is exchanged only for the purpose of conducting a review or other duties outlined in this Contract.
3. Any patient-specific information received by the 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 Vendor is retained by the Agency. The Vendor must have in place written confidentiality policies and procedures to ensure confidentiality and to comply with all Federal and State laws (including the HIPAA and HITECH Acts) governing confidentiality, including electronic treatment records, facsimile mail, and electronic mail).
4. The Vendor's subcontracts must explicitly state expectations about the confidentiality of information, and the subcontractor is held to the same confidentiality requirements as the Vendor. If provider-specific data are released to the public, the 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, F.S., are met.
5. The Vendor and its subcontractors shall comply with the requirements of Section 501.171, F.S. and shall, in addition to the reporting requirements therein, report to the Agency any breach of personal information.
6. Any releases of information to the media, the public, or other entities require prior approval from the Agency.

DD. Employment

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

EE. Work Authorization Program

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

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

FF. Scrutinized Companies Lists

Pursuant to Section 287.135, F.S. the Vendor certifies that:

1. If this Contract reaches or exceeds **\$1,000,000.00**, it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and does not have business operations in Cuba or Syria; and
2. For contracts of any amount, it has not been placed on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel.

The Vendor agrees that the Agency may immediately terminate this Contract if the Vendor is found to have submitted a false certification or is placed on the lists defined in Sections 215.473 or 215.4725, F.S., or engages in a boycott of Israel, during the term of this Contract.

GG. Performance of Services

The Vendor shall ensure all services provided under this Contract will be performed within the borders of the United States and its territories and protectorates. State-owned Data will be processed and stored in data centers that are located only in the forty-eight (48) contiguous United States.

HH. Venue

1. In the event of any legal challenges to this Contract, the Vendor agrees and will consent that hearings and depositions for any administrative or other litigation related to this Contract shall be held in Leon County, Florida. The Agency, in its sole discretion, may waive this venue for depositions.
2. Respondents (and their successors, including but not limited to their parent(s), affiliates, subsidiaries, subcontractors, assigns, heirs, administrators, representatives and trustees) acknowledge that this Contract (including but not limited to exhibits, attachments, or amendments) is not a rule nor subject to rulemaking under Chapter 120 (or its successor) of the Florida Statutes and is not subject to challenge as a rule or non-rule policy under any provision of Chapter 120, F.S.
3. This Contract shall be delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each

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provision of this 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 this Contract.

4. The exclusive venue and jurisdiction for any action in law or in equity to adjudicate rights or obligations arising pursuant to or out of this Contract for which there is no administrative remedy shall be the Second Judicial Circuit Court in and for Leon County, Florida, or, on appeal, the First District Court of Appeal (and, if applicable, the Florida Supreme Court). Any administrative hearings hereon or in connection herewith shall be held in Leon County, Florida.

II. THE AGENCY HEREBY AGREES:

A. Contract Amount

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

B. Contract Payment

Section 215.422, F.S., provides that agencies have five (5) business days to inspect and approve goods and services, unless bid specifications, Contract or Purchase Order specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) calendar days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 412-3858, or utilize the Department of Financial Services website at www.myfloridacfo.com/aadir/interest.htm. Payments to health care providers for hospital, medical or other health care services, shall be made not more than thirty-five (35) calendar days from the date eligibility for payment is determined, and the daily interest rate is .0003333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the State Office of Financial Regulation Consumer Helpline, 1-877-693-5236.

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III. THE VENDOR AND AGENCY HEREBY MUTUALLY AGREE:

A. Termination

1. Termination at Will

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

2. Termination Due to Lack of Funds

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

3. Termination for Breach

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

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

B. Contract Managers

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

Name
Agency for Health Care Administration
Address
City, State Zip Code
Phone Number

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

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Name
Vendor Name
Address
City, State Zip Code
Phone Number

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

C. Renegotiation or Modification

1. Modifications of provisions of this Contract shall only be valid when they have been reduced to writing and duly signed during the term of this Contract. The Parties agree to renegotiate this Contract if Federal and/or State revisions of any applicable laws, or regulations make changes in this Contract necessary.

2. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Agency's operating budget.

3. Preferred Pricing

The Vendor represents and warrants that the prices and terms for its services under this Contract are no less favorable to the Agency than those for similar services under any existing contract with any other party. The Vendor further agrees that, within ninety (90) calendar days of the Vendor entering into a contract or contract amendment or offering to any other party services similar to those under this Contract under prices or terms more favorable than those provided in this Contract, the Vendor will report such prices and terms to the Agency, which prices or terms shall be effective as an amendment to this Contract upon the Agency's written acceptance thereof. Should the Agency discover such other prices or terms, the same shall be effective as an amendment to this Contract retroactively to the earlier of the effective date of this Contract (for other contracts in effect as of that date) or the date they were first contracted or offered to the other party (for subsequent contracts, amendments or offers) and any payment in excess of such pricing shall be deemed overpayments. The Vendor shall submit an affidavit no later than July 31st of each year during the term of this Contract attesting that the Vendor is in compliance with this provision, as required by Section 216.0113, F.S.

D. Name, Mailing and Street Address of Payee

1. The name (Vendor name as shown on Page 1 of this Contract) and mailing address of the official payee to whom the payment shall be made:

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Name
Vendor Name
Address
City, State Zip Code

2. The name of the contact person and street address where financial and administrative records are maintained:

Name
Vendor Name
Address
City, State Zip Code

E. All Terms and Conditions

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

This Contract is and shall be deemed jointly drafted and written by all Parties to it and shall not be construed or interpreted against the Party originating or preparing it. Each Party has the right to consult with counsel and has either consulted with counsel or knowingly and freely entered into this Contract without exercising its right to counsel.

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

VENDOR NAME

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

SIGNED BY: _____
NAME: **SAMPLE**
TITLE: _____
DATE: _____

SIGNED BY: _____
NAME: **SAMPLE**
TITLE: _____
DATE: _____

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

VENDOR FISCAL YEAR ENDING DATE: **DATE**

List of Attachments included as part of this Contract:

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Specify Type	Letter/ Number	Description
Attachment	I	Scope of Services (NUMBER Pages)
Attachment	II	Business Associate Agreement (4 Pages)
Attachment	III	Certification Regarding Lobbying (1 Page)
Attachment	IV	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts (1 Page)

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ATTACHMENT II

BUSINESS ASSOCIATE AGREEMENT

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

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

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

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received from the Agency for the proper management and administration of the Vendor or to carry out the legal responsibilities of the Vendor, in accordance with 45 C.F.R. 164.504(e)(4). Such disclosure is only permissible where required by law, or where the Vendor obtains reasonable assurances from the person to whom the protected health information is disclosed that: (1) the protected health information will be held confidentially, (2) the protected health information will be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and (3) the person notifies the Vendor of any instance of which it is aware in which the confidentiality of the protected health information has been breached.

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

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acquired, used, or disclosed during such breach.

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

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

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

Vendor Name:

Signature

Date

SAMPLE

Name and Title of Authorized Signer

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ATTACHMENT III

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

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

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

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

Signature

Name of Applicant

Application or Contract Number

Name and Address of Organization

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ATTACHMENT IV

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

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

INSTRUCTIONS

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

CERTIFICATION

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

Signature _____

Name and Title of Authorized Signatory _____

SAMPLE

ATTACHMENT B SCOPE OF SERVICES

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I. Service(s) to be Provided

A. Background

The Agency for Health Care Administration (Agency) is the single state agency responsible for administering the Medicaid program in Florida. The Low Income Pool (LIP) provides governmental support for safety net providers for the costs of uncompensated care for low-income individuals who are uninsured. Uncompensated care (UC) includes charity care for the uninsured but does not include UC for insured individuals, "bad debt," or Medicaid and Children's Health Insurance Program shortfall.

The calculation of the LIP Cost Limit must follow the federally approved 1115 Managed Medical Assistance Waiver Special Terms and Conditions (STCs) and the Reimbursement and Funding Methodology Document (RFMD) and all related appendices, which can be found at the following link:

http://ahca.myflorida.com/Medicaid/Finance/finance/LIP-DSH/LIP/reporting_deadlines.shtml

The STCs require the Agency to reconcile LIP payments made to providers to ensure that they do not exceed allowable uncompensated care costs, using the Centers for Medicare and Medicaid Services (CMS) approved RFMD cost review protocol. The Agency must submit a LIP Cost Reconciliation report to CMS within three (3) years after the end of each demonstration year (DY) showing cost reconciliation results by provider. The current approved STCs are located online and can be found at the following link:

http://ahca.myflorida.com/medicaid/Policy_and_Quality/Policy/federal_authorities/federal_waivers/mma_fed_auth.shtml

B. Overview/Purpose

The Vendor shall provide examination and reporting services for calculation of the LIP Cost Limit and the reconciliation of LIP payments to qualified providers. The Vendor shall complete the following tasks:

1. Determine the hospital uninsured charity care costs for each facility that receives LIP funds;
2. Determine unallowable LIP expenditures;
3. Determine over payments and recoveries;
4. Perform the hospital cost limit reconciliation as filed CMS-2552 cost report;
5. Reconcile the hospital cost limit to actual uninsured charity care costs as computed based on the finalized cost report for the payment year;

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6. Determine cost limits for Medical School Physician Practices, Federally Qualified Health Centers (FQHCs), Rural Health Clinics (RHCs), and Behavioral Health Providers according to the approved RFMD;
7. Ensure the Intergovernmental Transfers (IGTs) used as the State share of funds for supplemental payment programs meets requirements; and
8. Other compliance activities related to supplemental payment programs as directed by the Agency.

C. Order of Precedence

The Vendor shall perform its contracted duties in accordance with this Contract, AHCA RFP 004-19/20, including all addenda and the Vendor's Response to AHCA RFP 004-19/20. In the event of conflict among Contract documents, any identified inconsistency in this Contract shall be resolved by giving precedence in the following order:

1. This Contract, including all attachments, exhibits and any subsequent amendments;
2. AHCA RFP 004-19/20, including all addenda; and
3. The Vendor's Response to AHCA RFP 004-19/20.

II. Manner of Service(s) Provision:

A. Services Provided by the Agency:

1. Provide a copy of the LIP payment schedule and other supplemental payment schedules for the period to be examined and for the immediately preceding period per examination;
2. Provide notification of any new or amended laws, waiver STCs, or RFMD which become known to the Agency affecting the examinations of hospitals;
3. Provide a copy of administrative rules relevant to the Medicaid program, as needed;
4. Provide a copy of any legal opinions, court decrees or administrative hearing rulings believed by the Agency to have an impact upon the examinations;
5. Provide access to Medicaid Provider handbooks, policies and procedures;
6. Determine the necessity and notification of other authorities regarding issues of potential fraud or abuse that arise during the course of the examinations;

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7. Reserve the right to modify the requirements of this Contract, due to Federal, State Legislative or Medicaid audit requirements in accordance with STCs, RFMD, Federal requirements, reporting format and required supporting documentation;
8. Make available for inspection by the Vendor upon reasonable notice (generally five (5) business days) and during regular working hours, all detailed audit work papers which are pertinent to the Medicaid program;
 - a. Provide all information related to inpatient and outpatient hospital regular Medicaid rate payments (including all rate add-ons), all Medicaid supplemental and enhanced payments, and all Disproportionate Share Hospital (DSH) payments made to each DSH hospital for the cost reporting year(s) covering the DY; and
 - b. Provide all information related to Fee-for-Service (FFS) Medicaid rate payments, all Medicaid Supplemental and enhanced payments for FQHCs, RHCs, Medical School Faculty Physicians, and Community Behavioral Health Providers.

B. Services Provided by the Vendor

1. Initial Review

- a. In compliance with the Section V.B. of the RFMD, an initial review of all cost limit expenditures claimed by providers shall be conducted in the first quarter of the state fiscal year (SFY).
- b. Create a template to collect required data from all providers. Data shall be collected electronically using a secure web portal.
- c. The initial review shall be compared to prior year LIP cost limits, Florida Hospital Uniform Reporting System (FHURS) data for hospital cost limits, financial statements, cost reports and other analytics to determine the risk of misstatement.
- d. Identify potential improper charge groupings or incorrect per diem and ancillary cost to charge ratio (CCR) calculations to ensure that the RFMD, Appendix C cost finding methodology is performed correctly and follows the CMS 2552-10 cost report mechanics.
- e. Claims data for uninsured charity charges shall be reviewed for duplicates, dates of service, and testing to payer plans.
- f. Unallowable LIP expenditures or costs included in the LIP cost limit that are not in compliance with the allowable cost rules from the RFMD shall be identified and eliminated during the initial review to properly state the uninsured charity care costs.

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- 1) Any disputed unallowable cost by the provider must have adequate documentation to ensure the Agency is able to defend all LIP expenditures as allowable.
 - 2) LIP expenditures determined to be unallowable due to the services being insured, Medicaid-covered, or meeting the definition of a bad debt, should be identified and corrected to avoid unallowable LIP expenditures.
 - 3) Ensure costs such as bad debts, Medicaid/Children's Health Insurance Program shortfall, and IGTs are excluded from the LIP Cost Limit as per Appendix C of the RFMD.
- g.** Ensure that all provider payments and recoveries have been included in the LIP Cost Limit calculation.
- h.** Review payments using comparisons to prior years, other hospitals, and statewide averages to ensure compliance.
- i.** Provide adjustments to provider costs and summarize findings identifying any overpayments/underpayments to particular providers in the format prescribed by the Agency.
- j.** Submit to the Agency final reports, all work papers, and all reviewed/adjusted LIP cost limits.

2. LIP Cost Limit Reconciliations

a. Initial LIP Cost limit for Hospitals

- 1) Reconcile the uninsured charity care data including the per diem, ancillary, and per organ costs from the cost limit data with the most recently filed Medicare Cost Report in accordance with the RFMD, Appendix C.
- 2) Medicare Cost limit data shall be extracted from the CMS Healthcare Cost Report Information System (HCRIS) files available on the CMS website, or collected through a secure web portal from the providers.
- 3) Reconcile the uninsured charity care cost totals to the hospital's Worksheet S-10, as required under the RFMD, Appendix C.
- 4) As stated in Appendix C of the RFMD, hospitals whose cost report year differs from the SFY must proportionally allocate costs from the hospital cost report periods encompassing that SFY.

b. Final / Settled Cost Limits for Hospitals

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After the final cost report is settled for a given SFY, the applicable cost limit survey shall be updated to reflect any changes to the routine cost per diems, ancillary CCRs, and per organ costs in accordance with the RFMD, Appendix C.

c. Other Cost Limit Reporting

1) Medical School Physician Practices

- a)** The LIP cost limit for medical school physician practices must be calculated in accordance with Appendix D of the RFMD.
- b)** For the DY, each medical school physician practice must provide the charity care charges, the total cost of care, and the total clinical charges.
- c)** The total cost of care divided by the total clinical charges is the CCR. This CCR is applied to the charity charges at each faculty practice and serves as the cost limit for that SFY's LIP payment.
- d)** All data provided for cost reporting shall be based on auditable financial reports. The Vendor shall review the auditable financial reports and make adjustments to the cost limit.

d. Federally Qualified Health Center (FQHC) / Rural Health Clinics (RHC)

- 1)** FQHC and RHC cost limits must be in accordance with Appendices E and F of the RFMD.
 - a)** All FQHCs and RHCs must have a LIP cost limit survey that includes reporting of uninsured charity care encounters, uninsured charity care vaccinations, and uninsured charity revenues.
 - b)** Costs and encounters for lab, x-ray, pharmacy, dental, and mental health or substance abuse treatment services must be collected if they are paid for by the FQHC or RHC.
- 2)** Patient encounter detail and financial statements shall be reviewed and compared to prior year analytics and statewide FQHC and RHC analytics to determine reasonableness.

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- 3) There shall be an initial limit based on the as-filed cost report, and a final limit based on the final Medicare cost report.
- 4) Ensure cost reports will be proportionally allocated to the state fiscal year as explained in **Section II**. Manner of Service(s) Provision, **Sub-Section B**. Services Provided by the Vendor, **Item 1.**, Initial Review, **Sub-item c**.
- 5) After the Vendor's review, final adjusted LIP cost limits shall be transferred to the Agency.
- 6) Costs will be calculated using the Form CMS 222-14 and Form CMS 222-92 cost report in accordance with Appendices E and F of the RFMD, respectively.

e. Behavioral Health Providers

- 1) The LIP Cost Limit reviews for Behavioral Health Providers must be calculated in accordance with Appendix G of the RFMD.
- 2) For the SFY, each Behavioral Health Provider must provide the charity care charges, the total cost of care, and the total clinical charges.
- 3) The total cost of care divided by the total clinical charges is the CCR. This CCR is applied to the charity charges at each Community Behavioral Health Provider and serves as the cost limit for that SFY LIP payment.
- 4) All data provided for cost reporting shall be based on auditable financial reports. The Vendor shall review the auditable financial reports and make the appropriate adjustments

3. Intergovernmental (IGT) Transfer Review

- a. The Vendor shall conduct a review of the IGT providers to determine the type of governmental entity and organizational structure of IGT Providers.
- b. The Vendor shall review the source of IGT funds and determine if the funding is generated from health care providers. The Vendor will provide a detailed summary of the findings.
- c. The Vendor shall review all IGT funds to determine if any funding is related to provider-related donations. The Vendor will provide a detailed summary of the findings.

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- d. The Vendor shall conduct a review of the funding source for Letters of Agreement (LOA) and IGT funding to ensure that the IGT funds are considered a bona fide donation pursuant to 42 Code of Federal Regulations (CFR) § 433.54. The Vendor will determine if the IGT transfer, or source of funds transferred, complies with the Medicaid state plan, Title XIX of the Social Security Act, or any State or Federal regulations or policies implementing Title XIX of the Social Security Act, including but not limited to Section 1903(w) of the Social Security Act; 42 CFR Part 433, subpart B; and CMS State Medicaid Director Letter #14-004 (May 9, 2014). The Vendor will provide a detailed summary of its findings.
- e. For each completed LOA and IGT review, the Vendor shall submit working papers and findings to the Agency.
- f. The Vendor will provide a determination of whether the IGT funding provided is in compliance with the standards in this Section.

4. Exit Conference

- a. At the conclusion of each examination, the Vendor shall conduct an exit conference with the provider at which all examination findings shall be discussed and explained. A copy of the working papers supporting any adjustments shall be presented to the provider by the Vendor at the exit conference. An exit conference checklist in the format approved by the Agency shall be included in each set of working papers, which shows the date and time of the exit conference, the attendees and their contact information (telephone and email address, at a minimum), the issues discussed, and any decision(s) made on those issues.
- b. Exit Conferences may be held face-to-face, over the telephone, or via written communication as agreed to by the provider. The Vendor shall include the method it utilized to hold the Exit Conference in its examination paper submission to the Agency.
- c. If the provider elects to waive the Exit Conference, the Vendor must obtain the provider's waiver in writing and include the waiver with its examination paper submission to the Agency.

5. Final Report and Work Paper Submission

- a. At the conclusion of each examination, the Vendor shall prepare a final report for each provider examined. The report shall be in a format approved by the Agency. The examination and work papers shall be provided to the Agency.
- b. Within three (3) years of the end of the LIP DY, a final reconciliation shall be submitted to the Agency including the actual uninsured

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charity costs for the applicable cost report periods overlapping the corresponding LIP DY.

- c. Upon the conclusion of the period of this Contract, whether by expiration of this Contract or termination of this Contract by the Agency or the Vendor, the working papers for all assignment shall become due to the Agency immediately, unless otherwise directed by the Agency.
- d. The Agency may reproduce as many copies of the final report in its entirety as needed.

6. Other Examination Term and Conditions

- a. The Vendor shall submit **Exhibit B-II**, Conflict of Interest Questionnaire, for every assignment, within ten (10) business days of assignment.
- b. The Vendor shall notify the Agency's Contract Manager if conditions are encountered which preclude the completion of the examination immediately in accordance with this Contract. The Agency's Contract Manager shall notify the Vendor of an appropriate course of action as soon as the appropriate course of action is approved.
- c. The Vendor shall notify the Agency's Contract Manager if the Vendor believes conditions exist that prevent it from providing an unmodified opinion. The Vendor shall not finalize or bill the Agency for an examination with a qualified, adverse, or disclaimed opinion without the knowledge and written approval of the Agency's Contract Manager.
- d. The Vendor shall notify the Agency's Contract Manager should issues of potential fraud or abuse arise during the course of the examination.
- e. The Vendor shall meet the requirements of any new or amended Federal or State of Florida Statutes, rules or regulations having an effect upon the conduct or results of an examination.
- f. Within thirty (30) calendar days of receiving notice of an assigned examination from the Agency, the Vendor shall submit to the Agency a timeline to include the anticipated date of the exit conference and submission of examination results to the Agency for review. This timeline shall be referenced and updated in the monthly status report.
- g. The Vendor shall not assign, sell, destroy, give away, or otherwise dispose of records provided by the Agency or the provider, or prepared by the Vendor in completing examination assignments without the written approval of the Agency.

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7. Vendor Qualifications

Throughout the term of this Contract, the Vendor shall:

- a.** Be currently licensed to practice public accounting in the State of Florida and maintain active licensure.
- b.** Have at least two (2) years of experience auditing Medicaid cost reports within the last five (5) years. Have at least three (3) years' experience auditing the DSH program within the last five (5) years.
- c.** Have at least two (2) years of working experience with the LIP program, including consultation, cost limit examination and reconciliation, and legal subject matter within the last five (5) years.
- d.** Have an individual at the Partner, Shareholder, Principal, or Member Manager level with at least two (2) years managerial experience of examinations of Medicaid cost reports that will be the responsible manager for this Contract. The Partner, Shareholder, Principal or Member Manager must be knowledgeable in the application of Title XIX, Inpatient and Outpatient Hospital Reimbursement Plans (Plans), CMS Publication 15-1, STCs, and RFMD.
- e.** Have the organizational structure and operational capacity to complete LOA and at least fifty (50) IGT reviews, at least three hundred (300) provider LIP Cost Limit initial reviews and at least three hundred (300) provider LIP Cost Limit reconciliations, and one (1) final LIP Cost Limit Reconciliation report each contract year.
- f.** Be enrolled in the American Institute of Certified Public Accountants (AICPA) Peer Review Program, obtain a peer review and submit the review results to the Agency within six (6) months of execution of this Contract.
- g.** During the term of this Contract, the Vendor must maintain enrollment in the AICPA Peer Review Program and provide the Agency with subsequent reports as they are received. A "pass" rating shall be maintained in the peer review reports. If the Vendor receives "pass with deficiencies" the Vendor will be reviewed to determine whether the Agency will continue this Contract. The receipt of a peer review with a "fail" rating will be cause to terminate this Contract.
- h.** Not be a party to any present litigation against the Agency.

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8. Implementation

- a.** The Vendor shall prepare a draft implementation plan outlining the steps necessary for the Vendor to be fully operational by the start date of this Contract. The Agency shall meet with the selected Vendor after the award notification to discuss the Vendor's proposed implementation plan and anticipated time-frames and to determine information and other resources needed to complete the final implementation plan.
- b.** The Vendor shall develop and deliver a comprehensive final implementation plan no later than fifteen (15) calendar days following execution of this Contract.
- c.** The final implementation plan shall detail the specific timeframes, tasks, responsibilities, and key milestones to ensure a successful implementation. The final implementation plan shall describe any upgrades or additions to the Vendor's current system(s), if applicable, that are necessary to meet requirements of this Contract.
- d.** At a minimum, the final implementation plan shall include the following:
 - 1)** Tasks associated with the Vendor's establishment of a "project office" or similar organization with which the Vendor shall manage implementation activities;
 - 2)** Staff responsible for each activity/step;
 - 3)** Identification of interdependencies between activities in the implementation plan; and
 - 4)** Identification of Vendor expectations regarding participation by the Agency and/or its agent(s) in the activities in the implementation plan and dependencies between these activities and implementation activities for which the Agency and/or its agent(s) shall be responsible.
- e.** The Vendor shall implement the final implementation plan only after Agency approval.
- f.** Any deviation by the Vendor from the Agency approved final implementation plan shall be regarded by the Agency as a material breach and all remedies provided for in this Contract, shall become available to the Agency, unless prior Agency approval has been provided in writing.

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- g.** The Vendor shall participate in both face-to-face meetings and conference calls with the Agency and relevant parties for purposes of coordinating implementation activities.

9. Vendor Staffing

General Staffing Requirements

- a.** The Vendor shall conduct all aspects of this Contract in a timely, efficient, productive, consistent, courteous, and professional manner as representatives of the State of Florida.
- b.** The Vendor shall recruit highly qualified staff to provide all aspects of the services required by this Contract.
- c.** The Vendor shall maintain staffing levels sufficient to complete the services and meet the requirements specified in this Contract. The Vendor shall be prepared at all times to recruit credentialed, appropriately licensed, and qualified staff to implement all aspects of the services described in this Contract. The Vendor shall ensure it has the professional resources to perform a state audit program to allow for simultaneous on-going audits.
- d.** The Vendor shall maintain copies of qualifications, including current licenses and board certifications if applicable, for staff and sub-contracted personnel in a centralized administrative file.
- e.** In the event the Agency determines the Vendor's staff or staffing levels are not sufficient to properly complete the services specified in this Contract, it shall advise the Vendor in writing. The Vendor shall have thirty (30) calendar days to remedy the identified staffing deficiencies to the satisfaction of the Agency.
- f.** The Vendor shall reassign any personnel whose continued presence would be detrimental to the completion of services specified in this Contract.
- g.** The Vendor shall make its staff available to meet with Agency staff on a schedule, as agreed to by the Agency and the Vendor, to review reports and all other obligations under this Contract, as requested by the Agency.
- h.** The Vendor shall utilize professional and/or para-professional staff for the completion of the audits and a Certified Public Accountant shall approve each examination. The Vendor's Contract Manager may be utilized for the approval function.
- i.** The Vendor shall provide the Agency's Contract Manager with resumes of all staff it intends to assign to conduct examinations within thirty (30) calendar days of the execution of this Contract.

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Should the Vendor employ additional examination staff during the term of this Contract, resumes of those staff shall be submitted to the Agency's Contract Manager within thirty (30) calendar days of assigning the employee to work on this Contract. All Examination staff must be employed in a professional or para-professional accounting position.

- j.** The Vendor shall have staff available during normal business hours. Normal business hours are defined as 8:00 AM to 5:00 PM, Eastern Time (ET), Monday through Friday, excluding State of Florida observed holidays.
- k.** The Vendor shall ensure no conflict of interest exists for its staff, including its subcontractors.
- l.** The Vendor shall not enter into any subcontract for services to be provided under this Contract without the express written prior consent of the Agency. The Vendor shall maintain full responsibility for all work to be performed under this Contract. Each approved subcontractor shall be subject to the same terms and conditions as the Vendor.
- m.** The Vendor shall submit all subcontracts, and any amendment(s) to the approved subcontract, to the Agency no later than thirty (30) calendar days prior to the effective date of the subcontract and/or the amendment. If the Agency Contract Manager determines that a subcontract should not be approved, the Agency Contract Manager will provide notice of denial in writing no later than thirty (30) calendar days after receipt.

10. Key Staff

For purposes of this Contract, the Contract Manager is considered a key staff position.

- a.** The Vendor shall assign a Contract Manager at the Partner, Shareholder, Member Manager or Principal level who is knowledgeable in the application of the Reimbursement Plans and CMS Publication 15-1, and shall coordinate all Contract activities between the Agency and the Vendor. The Vendor's Contract Manager shall possess and maintain a current Florida Certified Public Accountant license through the term of this Contract, have at least three (3) years of managerial experience in examining Medicaid hospital cost reports, and be capable of overseeing all Contract activities for which the Vendor is responsible.
- b.** The Vendor's Contract Manager shall work directly with the Agency and shall be a full-time employee of the Vendor with the authority to revise processes of procedures and assign additional resources, as needed, to maximize the efficiency and effectiveness of services

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required under this Contract. The Vendor's Contract Manager shall meet with Agency staff in person or by telephone at the request of Agency representatives to discuss issues pertinent to this Contract, such as the status of Contract activities, Vendor performance, benefit analysis, necessary revisions, review processes, reports, and planning.

- c. The Vendor shall notify the Agency in writing if its Contract Manager positions becomes vacant within two (2) business days of the position becoming vacant. The Vendor shall submit to the Agency's Contract Manager the resume and credential of the replacement chosen by the Vendor as its Contract Manager within thirty (30) calendar days and be approved by the Agency prior to replacement.

11. System Functionality

- a. The Vendor shall have facsimile and scanning capability, email capability, and provide the Agency on-line access to the Vendor databases, reports, and other information related to the Program at no cost to the Agency.
- b. Any instances of system down time shall be reported to the Agency immediately.

12. System Modifications

- a. When the Vendor needs to upgrade or make changes to any part of its web-based system, the changes must be scheduled to occur after 10:00 PM, ET and before 6:00 AM, ET, unless a different time is approved in advance by the Agency. Agency staff shall be notified by e-mail twelve (12) hours prior to any scheduled maintenance.
- b. The Agency reserves the right to request system changes or modifications not otherwise specified or required in this Contract on an as needed basis. In the event that changes or modifications requested by the Agency would require additional staff commitment beyond that which is proposed by the Vendor, the Agency will allow the Vendor thirty (30) calendar days to provide a cost analysis of the changes and a timeline for completing the changes. If the Vendor's response is accepted by the Agency, the change or modification shall be reduced to writing in an amendment to this Contract.

13. Database Creation

- a. The Vendor shall develop and maintain Health Insurance Portability and Accounting Act (HIPAA) compliant database(s) necessary to support the requirements of this Contract. The database(s) and

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data developed as a result of this Contract are the property of the Agency.

- b.** The Vendor shall provide the Agency with direct read-only access to its database(s). The Vendor shall provide training in the use of the database(s) and the equipment required for Agency on-line access to the database(s). Agency staff shall be given access to the Vendor's database for the purpose of monitoring at no additional cost to the Agency.
- c.** The Vendor's database shall store processed claim data, provided by the Agency, against which a variety of analytic tools can be run. Based on the information stored in the database, the Vendor shall analyze historical data, recommend program changes, and provide customized reports upon request.

14. Data Exchange

- a.** The Vendor shall be able to receive data and other information, from the Agency or its designee, on a daily basis.
- b.** The Vendor shall become knowledgeable of the field definitions related to the data being sent from the Agency and/or its agents.
- c.** Upon the Agency's request, the Vendor shall make data samples available to the Agency or its designee. Criteria for inclusion in any data sample requested will be provided by the Agency. The data sample may include elements previously sent from the Agency or its designee and data collected by the Vendor. This data may be used for ad hoc reporting, program monitoring and quality assurance activities by the Agency. The Vendor shall provide the data in a format prescribed by the Agency.

15. Quality Assurance/Internal Quality Control (IQC) Program

- a.** The Vendor shall develop and provide a complete internal quality control (IQC) plan to ensure appropriate administration of all responsibilities specified in this Contract. The Vendor shall specify all components of its IQC plan. The Vendor shall submit its IQC plan in accordance with the Agency approved implementation plan.
- b.** The administrative requirements of the IQC program shall include, at a minimum:
 - 1)** How the Vendor shall ensure that all functions are performed timely in accordance with this Contract; and
 - 2)** Staff who shall be responsible for the IQC activities and the staff's qualifications.

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- c.** The Agency reserves the right to direct the Vendor to make modifications and/or additions to the Vendor's IQC program/plan, as needed.
- d.** The Vendor shall submit to the Agency a quarterly report of its IQC activities and findings in accordance with this Sub-Section.
- e.** The Vendor shall have a written policy for escalation of technical problems or staff problems or shortages that threaten to, or actually prevent, the meeting of the Vendor's quality and/or timeliness requirements. The policy shall require escalation of the problem within the Vendor's organization if not resolved immediately and shall call for disciplinary action for any staff who do not perform according to the escalation policy.
- f.** The Vendor's IQC program, as approved by the Agency and based on the IQC plan, shall become effective no later than thirty (30) calendar days following execution of this Contract.

C. Deliverables

Deliverables are included as **Exhibit B-I**, Deliverables, to this Attachment.

D. Reporting

1. General Reporting Requirements

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

All electronic transmission of reports and supporting documentation containing Protected Health Information (PHI) as defined by the 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 2016. Supporting documentation may be submitted in Adobe PDF format. The Vendor shall maintain the capability to upgrade its electronic report format as directed by the Agency.

Report formats shall be finalized and approved by the Agency no later than thirty (30) calendar days after execution of this Contract, unless otherwise agreed to by the Agency.

The Vendor shall develop reports, using formats approved in advance by the Agency, complying with the requirements established by the Agency. When reporting requirements are not established in this Contract, the Agency shall provide the Vendor with instructions and submission timetables. The Agency reserves the right to modify reporting formats and

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submission timetables resulting from changing priorities or management direction.

All reports shall be developed and produced at no cost to the Agency.

2. Monthly Reporting

The Vendor shall submit a monthly status report of all current/ongoing/incomplete examinations to the Agency's Contract Manager no later than the tenth (10th) of each month covering activities of the prior month. Monthly status reports shall include, but are not limited to:

- a. Provider number;
- b. Provider name;
- c. Time period under examination;
- d. Updated timelines for all outstanding examinations; and
- e. Justification for changes to prior timelines.

3. Ad Hoc Analysis and Reports

- a. The Agency shall conduct ad hoc requests for research and data analysis in support of the rate setting, Medicaid program reform, other sources of State share including the review of Certified Public Expenditures (CPEs) and/or other tasks at the request of the Agency.
- b. The Vendor shall be notified of the ad hoc requests in writing by the Agency.
- c. For those tasks that the Vendor expects to take more than eight (8) hours to complete, the Vendor shall submit to the Agency an estimate of the number of hours required to complete the task, and the Agency will provide written notification of its acceptance of the estimate and approval for the Vendor to move forward with the ad hoc request.
- d. At the Agency's request, the variables calculated as part of ad hoc reports may be required for inclusion in standard reports.

III. Method of Payment:

A. Payment

This Contract is a fixed price (unit cost) Contract. The Agency anticipates the total Contract amount will not exceed **\$3,150,000.00** for the initial term of this Contract;

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however, the Agency reserves the right to modify the Contract amount based on need. The Agency in its sole discretion shall make this determination.

The Vendor shall be compensated based on a cost per LIP Cost Limit examination in accordance with **Table 1**, Required Deliverables and Associated Payments, below. The Agency will pay the Vendor in arrears payments for each completed LIP Cost Limit examination, each completed IGT review or completed initial review of each provider. The Vendor shall not be paid for any outstanding invoices, including the final invoice, until the working papers for all open assignments are received by the Agency.

The Agency will compensate the Vendor for LIP Cost Limit examination, IGT review or initial review completed for cancelled examinations up to the point of the Agency's notification of cancellation based on the predetermined hourly rate.

All payments to the Vendor are inclusive of all administrative and travel fees. The Agency shall not pay and/or reimburse the Vendor separately for administrative fees and/or travel costs.

B. Invoicing

1. Invoices and all supporting documents shall be submitted on the Vendor's letterhead to the Agency's designated Contract Manager within fifteen (15) calendar days of completion and Agency approval of deliverable(s).

Invoice(s) shall include, at a minimum:

- a. Invoice date;
- b. Invoice number;
- c. Invoice total;
- d. Payment remittance address;
- e. Agency's Contract number;
- f. Agency-assigned examination number;
- g. Date of the site visit;
- h. Date of the exit conference;
- i. Provider number;
- j. SFY ending in which the examination was completed and the SFY in which payment is associated with;
- k. Exit Conference Checklist;

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- I. Copy of the Agency-approved examination reports or review forms;
 - m. Timesheets for cancelled exams; and
 - n. Other supporting documentation as requested by the Agency.
2. The Vendor shall not charge the State for any travel expenses related to any portion of this Contract without the Agency's prior written approval. Upon obtaining the Agency's written approval, the Vendor shall be authorized to incur travel expenses payable by the Agency to the extent provided by Section 112.061, Florida Statutes (F.S.).
 3. Payments will be authorized only for services that are in accordance with the terms and conditions of this Contract.
 4. Appropriate documentation as determined by the Agency shall be submitted to support invoices.
 5. Invoices shall not be approved for payment by the Agency until reports and deliverables from the Vendor are received as specified in this Contract.

**TABLE 1
REQUIRED DELIVERABLES AND ASSOCIATED PAYMENTS**

No.	Deliverable and Required Supporting Documentation	Unit Cost Deliverable Amount	<u>Anticipated</u> Units Per Contract Year	Total Deliverable Cost	Deliverable Due Date
1	<p>Cost Limit Initial Review</p> <p>For each completed Cost Limit Examination, the Vendor shall submit its final LIP cost limit review, adjusted cost limit calculation, and final reconciliation.</p>	TBD	Three Hundred (300)	TBD	Ongoing, no later than June 1 st of each Contract Year
2	<p>Final LIP Cost Limit Report</p> <p>Final LIP Cost Limit Report summarizing Vendor's data and findings, including an opinion letter for all providers.</p> <p>Documentation to support the report shall include a copy of the Vendor's complete file including working papers.</p>	TBD	One (1) Per Year	TBD	Ongoing, no later than June 1 st of each Contract Year

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TABLE 1 REQUIRED DELIVERABLES AND ASSOCIATED PAYMENTS					
No.	Deliverable and Required Supporting Documentation	Unit Cost Deliverable Amount	<u>Anticipated</u> Units Per Contract Year	Total Deliverable Cost	Deliverable Due Date
3	<p>Intergovernmental Transfer (IGT) Review</p> <p>For each completed IGT review, the Vendor shall submit working papers and findings to the Agency.</p>	TBD	Fifty (50)	TBD	Ongoing, no later than June 1 st each Contract Year
4	<p>Ad-hoc Requests</p> <p>Ad hoc requests for research and data analysis in support of the rate setting, Medicaid program reform, other sources of State share including the review of Certified Public Expenditures (CPEs) and/or other tasks at the request of the Agency. The Agency will make all ad hoc requests to the Vendor in writing.</p> <p>For those tasks that the Agency expects to take more than eight (8) hours to complete, the Vendor shall submit to the Agency an estimate of the number of hours required to complete the task and the Agency will provide written notification to the Vendor of its acceptance of the estimate and approval for the Vendor to move forward with the ad hoc request.</p> <p>For those task that the Agency expects to take fewer than eight (8) hours to complete, the Vendor may proceed without developing an estimate. However, if the Vendor, after submission of their original projected hours, determines that a task will require more than eight (8) hours to complete, the Vendor shall submit an estimate to the Agency for formal approval. All ad hoc requests</p>	TBD	TBD	TBD	Ongoing, as directed by the Agency

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TABLE 1 REQUIRED DELIVERABLES AND ASSOCIATED PAYMENTS					
No.	Deliverable and Required Supporting Documentation	Unit Cost Deliverable Amount	Anticipated Units Per Contract Year	Total Deliverable Cost	Deliverable Due Date
	will be invoiced separately from other tasks.				

C. Late Invoicing

Unless written approval is obtained from the Agency, and at the discretion of the Agency, correct invoices with documentation received forty-six (46) to sixty (60) calendar days after the Agency's acceptance of the deliverable(s) will be paid at ninety percent (90%) of the amount of the invoice. Correct invoices with documentation received sixty-one (61) to ninety (90) calendar days after the Agency's acceptance of the deliverable(s) will be paid at seventy-five percent (75%) of the invoice. Invoices received ninety-one (91) calendar days or more after the Agency's acceptance of the deliverable(s) will **not** be paid.

If the Vendor is unable to meet the invoice submission deadlines specified in this Contract, the Vendor shall notify the Agency in writing prior to the deadline explaining the circumstances and requesting an extension to the deadline.

D. Financial Consequences as Liquidated Damages

1. Performance Standards and Liquidated Damages

- a. The Vendor shall comply with all requirements and performance standards set forth in this Contract.
- b. The Agency's Contract Manager will monitor the Vendor's performance in accordance with the monitoring requirements of this Contract. Failure by the Vendor to meet the established minimum performance standards may result in the Agency, in its sole discretion, finding the Vendor to be out of compliance, and all remedies provided in this Contract and under law, shall become available to the Agency.
- c. The Agency reserves the right to impose liquidated damages upon the Vendor for failure to comply with the performance standard requirements set forth in **Table 2**, Performance Standards and Liquidated Damages, below.

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TABLE 2 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES	
Performance Standard Requirement	Liquidated Damages to be Imposed
Performance Bond	
A performance bond in the amount of ten percent (10%) of the total annual amount of this Contract shall be furnished to the Agency by the Vendor within thirty (30) calendar days after execution of this Contract and prior to commencement of any work under this Contract.	\$500.00 per calendar day for each calendar day after the due date until an acceptable performance bond is furnished to the Agency.
A performance bond shall be furnished on an annual basis, thirty (30) calendar days prior to the new Contract year and be in the amount of ten percent (10%) of the current annual Contract amount.	\$500.00 per calendar day for each calendar day after the due date until an acceptable performance bond is furnished to the Agency.
HIPAA	
The Vendor shall comply with provisions of Health Insurance Portability and Accountability Act (HIPAA) / Health Information Technology for Economic and Clinical Health (HITECH).	\$500.00 to \$5,000.00 , per incident, per occurrence, depending upon the severity. In addition, Federal penalties may apply in accordance with the HIPAA Act of 1996.
The Vendor shall not inappropriately release PHI.	\$500.00 to \$5,000.00 , per incident, per occurrence, depending upon the severity.
Records	
The Vendor shall comply with public records laws, in accordance with Section 119.0701, F.S.	\$5,000.00 for each incident in which the Vendor does not comply with a public records request.
Background Screening	
Complete initial and renewal background screenings within required timeframes.	\$250.00 per occurrence.
Submit policies and procedures within thirty (30) calendar days of Contract execution.	\$250.00 per calendar day beyond the due date.
Security Rating Score	
Annually maintain a top tier security rating score from the Agency's selected information security rating service.	\$5,000.00 per occurrence and \$250.00 per calendar day, if the Vendor does not improve to a top tier security rating score within three (3) months after its initial failure notification by the Agency, to annually obtain a top tier security rating score.
Service Organization Controls (SOC) 2 Type II Audit	

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TABLE 2 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES	
Performance Standard Requirement	Liquidated Damages to be Imposed
Annually submit the SOC 2 Type II audit report by July 1 of each Contract year.	\$1,000.00 per calendar day for each calendar day beyond the due date.
Services	
Implement the approved Corrective Action Plan (CAP) by the Agency specified date.	\$500.00 per calendar day for each calendar day that the approved CAP is not implemented to the satisfaction of the Agency.
<p>The Vendor shall submit an examination timeline to the Agency no later than thirty (30) calendar days of receiving notice of each assigned examination.</p> <p>The Vendor shall develop and deliver a comprehensive final implementation timeline no later than fifteen (15) calendar days following execution of this Contract.</p>	\$50.00 per calendar day for each calendar day beyond the due date until provided to the Agency.
The Vendor shall submit a monthly status report to the Agency no later than the 10 th of each month.	\$50.00 per calendar day for each calendar day beyond the due date until provided to the Agency.
The Vendor shall use the Agency's prescribed forms and/or formats. Report formats shall be finalized and approved by the Agency no later than thirty (30) calendar days after execution of this Contract, unless otherwise agreed to by the Agency.	The Agency may withhold payment until the correct forms and/or formats are received and impose \$100.00 per calendar day for each calendar day until the correct forms and/or formats are provided to the Agency.
The Vendor shall submit the requested number of hard and/or electronic copies of the approved final LIP Cost Limit examination report along with complete, original working papers, within five (5) calendar days upon notification of the Agency.	The Agency may withhold payment until the reports and/or working papers are received and impose \$100.00 per calendar day for each calendar day beyond the due date until provided to the Agency.
The Vendor shall not assign, sell, destroy, give away, or otherwise dispose of records provided by the Agency or the provider, or prepared by the Vendor in completing the Agency assignments, without the written approval of the Agency.	\$500.00 per calendar day for each calendar day until the records are returned to the Agency or the Agency provides written approval of these actions.
The Vendor shall complete a Conflict of Interest Questionnaire within five (5) calendar days of receiving each assignment. If during the course of the assignment the Vendor determines a conflict of interest has arisen, the Agency is to be notified immediately.	\$100.00 per incident up to Contract termination based upon severity of the conflict. The Agency may terminate this Contract based upon the severity of the conflict.

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TABLE 2 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES	
Performance Standard Requirement	Liquidated Damages to be Imposed
<p>The Vendor shall perform a minimum of three hundred (300) LIP Cost Limit Initial reviews, one (1) Final LIP Cost Limit Reconciliation report, and fifty (50) Intergovernmental Transfer (IGT) reviews per year of this Contract, unless otherwise directed by the Agency in writing.</p>	<p>\$5,000.00 for each review or report that is not performed.</p> <p>In the event there are fewer than three hundred (300) providers which received LIP payments or fewer than fifty (50) IGT providers, the Vendor shall not be penalized for being unable to meet the minimum requirement.</p>
<p>The Vendor shall utilize Certified Public Accountants and/or paraprofessional staff for completion of the audits.</p>	<p>\$500.00 per calendar day for each calendar day until the Vendor resubmits the report completed by the appropriate level of professional.</p>
<p>The Vendor shall conduct an exit conference with the provider at which all examination findings shall be discussed and explained. A copy of the working papers supporting the adjustments shall be presented to the provider by the Vendor at the exit conference. An exit conference checklist in the format approved by the Agency shall be included in each set of working papers, which shows the date and time of the exit conference, the attendees and their contact information (telephone and email address, at a minimum), the issues discussed and any decision(s) made on those issues.</p> <p>Within thirty (30) calendar days of receiving notice of an assigned examination from the Agency, the Vendor shall submit to the Agency a timeline to include the anticipated date of the exit conference and submission of examination results to the Agency for review. This timeline shall be referenced and updated in the monthly status report.</p>	<p>\$500.00 per occurrence in which the Vendor does not conduct an exit conference, meeting contract specifications with the provider with an approved copy of the working papers.</p> <p>In the event that the provider elects to waive the exit conference, the Vendor shall not be penalized for being unable to meet the requirement of holding an exit conference.</p>
<p>The Vendor shall develop and deliver a comprehensive final implementation plan no later than fifteen (15) calendar days following execution of this Contract.</p> <p>The final implementation plan shall detail the specific timeframes, tasks, responsibilities, and key milestones to ensure a successful implementation. The final implementation</p>	<p>\$500.00 per calendar day until the Vendor submits the Final Implementation Plan to the Agency.</p>

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TABLE 2 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES	
Performance Standard Requirement	Liquidated Damages to be Imposed
plan shall describe any upgrades or additions to the Vendor's current system(s), if applicable, that are necessary to meet requirements of this Contract.	
The Vendor must provide all working papers for all assignments unless otherwise directed by the Agency upon the conclusion of the period of this Contract, whether by expiration of this Contract or termination of this Contract by the Agency or the Vendor.	The Agency may withhold payment until the working papers are received and impose \$100.00 per calendar day for each calendar day beyond the due date until provided to the Agency
The Vendor shall have thirty (30) calendar days to remedy the identified staffing deficiencies to the satisfaction of the Agency. The Vendor shall reassign any personnel whose continued presence would be detrimental to the completion of services specified in this Contract.	\$100.00 per calendar day until the staffing deficiency is resolved.
The Vendor shall provide the Agency's Contract Manager with resumes of all staff it intends to assign to conduct examinations with thirty (30) calendar days of the execution of this Contract. Should the Vendor employ additional examination staff during the term of this Contract, resumes of those staff shall be submitted to the Agency's Contract Manager within thirty (30) calendar days of assigning the employee to work on this Contract. All Examination staff must be employed in a professional or para-professional accounting position.	\$100.00 per calendar day until the resumes are provided to the Agency or notification of the vacancy is reported.
The Vendor shall submit to the Agency's Contract Manager the resume and credential of the replacement chosen by the Vendor as its Contract Manager within thirty (30) calendar days and be approved by the Agency prior to replacement. The Vendor shall notify the Agency in writing if its Contract Manager positions becomes vacant within two (2) business days of the position becoming vacant.	\$100.00 per calendar day until the resumes are provided to the Agency or notification of the vacancy is reported.
The Vendor shall submit all subcontracts, and any amendment(s) to the approved subcontract, to the Agency no later than thirty (30) calendar days prior to the effective date of the subcontract and/or the amendment.	\$100.00 per calendar day for each calendar day the subcontracts and any amendment(s) to the approved subcontract are overdue. In addition, the Agency may withhold payments due until the subcontracts and any

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TABLE 2 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES	
Performance Standard Requirement	Liquidated Damages to be Imposed
	amendment(s) to the approved subcontract are submitted.
Any instances of system down time shall be reported to the Agency immediately.	\$50.00 per occurrence of the system downtime not being reported to the Agency.
When the Vendor needs to upgrade or make changes to any part of its web-based system, the changes must be scheduled to occur after 10:00 PM, ET and before 6:00 AM, ET, unless a different time is approved by the Agency in advance. Agency staff shall be notified by e-mail twelve (12) hours prior to any scheduled maintenance.	\$50.00 per calendar day until provided notification is provided to the Agency.
The Vendor shall develop and provide a complete internal quality control (IQC) plan to ensure appropriate administration of all responsibilities specified in this Contract. The Vendor shall specify all components of its internal quality control plan. The Vendor shall submit its IQC plan in accordance with the Agency approved implementation plan. The IQC plan shall be provided no later than thirty (30) from the execution of this Contract.	\$500.00 per calendar day until the IQC plan is submitted to the Agency.
The Vendor shall perform all work in accordance with the standards in this Contract, including but not limited to the requirements outlined in the RFMD.	\$500.00 per occurrence that the standards of work in this Contract and the RFMD are not met.
The Vendor must be enrolled in the American Institute of Certified Public Accountants (AICPA) Peer Review Program, obtain a peer review and submit the review results to the Agency within six (6) months of execution of this Contract.	\$500.00 per calendar day in which the Vendor does not obtain a peer review from the AICPA Peer Review Program and submit the review results to the Agency.
The Vendor must maintain enrollment in the AICPA Peer Review Program and provide the Agency with subsequent reports as they are received. A "pass" rating shall be maintained in the peer review reports.	\$500.00 per calendar day in which the Vendor is not enrolled in the Peer Review Program with a "pass" rating. If the Vendor receives "pass with deficiencies" the Vendor will be reviewed to determine whether the Agency will continue this Contract. The receipt of a peer review with a "fail" rating will be cause to terminate this Contract.

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2. Sanctions

- a.** In the event the Agency identifies a violation of or other non-compliance with this Contract (to include the failure to meet performance standards), the Agency may sanction the Vendor pursuant to Section 409.912(4), F.S. The Agency may impose sanctions in addition to any liquidated damages imposed pursuant to this Contract.
- b.** For purposes of this Item, violations involving individual, unrelated acts shall not be considered arising out of the same action.
- c.** If the Agency imposes monetary sanctions, the Vendor must pay the monetary sanctions to the Agency within thirty (30) calendar days from receipt of the notice of sanction, regardless of any dispute in the monetary amount or interpretation of policy which led to the notice. If the Vendor fails to pay, the Agency, at its discretion, reserves the right to recover the money by any legal means, including but not limited to the withholding of any payments due to the Vendor. If the Deputy Secretary determines that the Agency should reduce or eliminate the amount imposed, the Agency will return the appropriate amount to the Vendor within sixty (60) calendar days from the date of a final decision rendered.

3. Disputes

- a.** To dispute liquidated damages, sanctions and/or contract interpretations, the Vendor must request that the Agency's Deputy Secretary for Medicaid or designee, hear and decide the dispute.
- b.** The Vendor must submit a written dispute directly to the Deputy Secretary, listed below, or designee by U.S. mail and/or commercial courier service (hand delivery will not be accepted). This submission must be received by the Agency within twenty-one (21) calendar days after the issuance of liquidated damages, sanctions and/or contract interpretations and shall include all arguments, materials, data, and information necessary to resolve the dispute (including all evidence, documentation and exhibits). The Vendor submitting such written requests for appeal or dispute as allowed under this Contract by U.S. mail and/or commercial courier service, shall submit such appeal or dispute to the following mailing address:

Deputy Secretary for Medicaid
Agency for Health Care Administration
Medicaid Appeals/Disputes, Mail Stop 70
2727 Mahan Drive
Tallahassee, FL 32308

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Regardless of whether delivered by U.S. mail or commercial courier service, appeals or disputes not delivered to the address above will be denied.

- c. The Vendor waives any dispute not raised within twenty-one (21) calendar days of issuance of liquidated damages, sanctions and/or contract interpretations. It also waives any arguments it fails to raise in writing within twenty-one (21) calendar days of receiving the liquidated damages, sanctions and/or contract interpretations, and waives the right to use any materials, data, and/or information not contained in or accompanying the Vendor's submission submitted within the twenty-one (21) calendar days following its receipt of the liquidated damages, sanctions and/or contract interpretations in any subsequent legal, equitable, or administrative proceeding (to include Circuit Court, Federal court and any possible administrative venue).
- d. The Deputy Secretary or his/her designee will decide the dispute under the reasonableness standard, reduce the decision to writing and serve a copy to the Vendor. This written decision will be final.
- e. The exclusive venue of any legal or equitable action that arises out of or relating to this Contract, including an appeal of the final decision of the Deputy Secretary or his/her designee, will be Circuit Court in Leon County, Florida. In any such action, the Vendor agrees to waive its right to a jury trial, and that the Circuit Court can only review the final decision for reasonableness, and Florida law shall apply. In the event the Agency issues any action under Florida Statutes or Florida Administrative Code apart from this Contract, the Agency will notice the Vendor of the appropriate administrative remedy.

IV. Attorney's Fees

In the event of a dispute, each party to this Contract shall be responsible for its own attorneys' fees, except as otherwise provided by law.

V. Legal Action Notification

The Vendor shall give the Agency, by certified mail, immediate written notification (no later than thirty (30) calendar days after service of process) of any action or suit filed or of any claim made against the Vendor by any subcontractor, vendor, or other party that results in litigation related to this Contract for disputes or damages exceeding the amount of **\$50,000.00**. In addition, the Vendor shall immediately advise the Agency of the insolvency of a subcontractor or of the filing of a petition in bankruptcy by or against a principal subcontractor.

VI. Damages for Failure to Meet Contract Requirements

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In addition to remedies available through this Contract, in law or equity, the Vendor shall reimburse the Agency for any Federal disallowances or sanctions imposed on the Agency as a result of the Vendor's failure.

VII. Corrective Action Plan (CAP)

- A. If the Agency determines that the Vendor is out of compliance with any of the provisions of this Contract, the Agency may require the Vendor to submit a Corrective Action Plan (CAP) within a specified timeframe. The CAP shall provide an opportunity for the Vendor to resolve deficiencies without the Agency invoking more serious remedies, up to and including contract termination.
- B. The Vendor shall respond by providing a CAP to the Agency within the timeframe specified by the Agency.
- C. The Vendor shall implement the CAP only after Agency approval.
- D. The Agency may require changes or a complete rewrite of the CAP and provide a specific deadline.
- E. If the Vendor does not meet the standards established in the CAP within the agreed upon timeframe, the Vendor shall be in violation of the provisions of this Contract and shall be subject to liquidated damages.

VIII. Performance Bond

- A. A performance bond in the amount specified in **Table 3**, Performance Bond Requirements, below, shall be furnished to the Agency by the Vendor for the specified Contract term.

TABLE 3 PERFORMANCE BOND REQUIREMENTS		
Contract Term	"Estimated" Annual Contract Amount	Performance Bond Amount (10%)
State Fiscal Year 19/20 (Anticipated 4/1/20 – 6/30/20)	TBD	TBD
State Fiscal Year 20/21 (Anticipated 7/1/20 – 6/30/21)	TBD	TBD
State Fiscal Year 21/22 (Anticipated 7/1/21 – 6/30/22)	TBD	TBD
State Fiscal Year 22/23 (Anticipated 7/1/22 – 3/31/23)	TBD	TBD

- B. Performance Bond Requirements

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1. The initial performance bond shall be furnished to the Agency's Procurement Office within thirty (30) calendar days after execution of this Contract and prior to commencement of any work under this Contract.
2. Thereafter, the performance bond shall be furnished on an annual basis in the amount of ten percent (10%), thirty (30) calendar days prior to the new Contract year.
3. The initial performance bond shall be in the amount of ten percent (10%) of the current annual Contract amount and shall be submitted to the Agency's Procurement Office at:

**Procurement Office
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop #15
Tallahassee, FL 32308-5403**

4. A copy of all performance bonds shall be submitted to the Agency's Contract Manager.
 5. 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, F.S.)
- C.** No payments will be made to the Vendor until an acceptable performance bond is furnished to the Agency. The performance bond shall remain in effect for the full term of this Contract, including any renewal period. The Agency shall be named as the beneficiary of the Vendor's bond. The bond shall provide that the insurer(s) or bonding company(ies) pay losses suffered by the Agency directly to the Agency.
- D.** The cost of the performance bond will be borne by the Vendor.
- E.** Should the Vendor terminate this Contract prior to the end of this Contract period, an assessment against the bond will be made by the Agency to cover the costs of selecting a new Vendor. The Vendor agrees that the Agency's damages in the event of termination by the Vendor shall be considered to be for the full amount of the bond. The Agency need not prove the damage amount in exercising its right of recourse against the bond.

IX. Contract Transition

- A.** At the time of this Contract's completion, the Vendor shall cooperate with the Agency in transitioning responsibilities of this Contract to the Agency or another vendor.
- B.** The Vendor shall deliver to the Agency, or its authorized representative, all Contract-related records and data in a format specified by the Agency, within sixty (60) calendar days from the expiration or termination of this Contract. This obligation survives termination of this Contract.

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- C.** Prior to the ending or termination of this Contract, the Vendor shall meet with the new vendor or the Agency's designated representative(s) to develop a HIPAA compliant, written agreement that sets forth how the entities will cooperate to ensure an effortless transition. The agreement must be approved by the Agency prior to execution and shall include at a minimum, the following:
1. Designated point of contact for both entities;
 2. A calendar of regularly scheduled meetings;
 3. A detailed list of data that will be shared;
 4. A mechanism and timeframe for transmitting records and data from the Vendor's system;
 5. A mechanism and timeframe for transmitting documents produced under this Contract, as requested by the Agency;
 6. A clear description of the mutual needs and expectations of both entities; and
 7. Identification of risks and barriers associated with the transition of services to a new vendor and solutions for overcoming them.

X. System Functionality

- A.** The Vendor shall have the capacity (hardware, software, and personnel) sufficient to access and generate all data and reports needed for this Contract.
- B.** The Vendor shall comply with HIPAA and the HITECH Act.
- C.** The Vendor shall have protocols and internal procedures for ensuring system security and the confidentiality of recipient identifiable data.
- D.** The Vendor shall ensure an annual SOC 2 Type II audit is performed on the application hosting center. The Vendor shall provide a copy of the most recent audit report to the Agency.

XI. Information Technology

- A.** The Vendor shall have the necessary information technology (IT) resources needed to fully manage the product required in this Contract.
- B.** Agency Contract Managers shall be responsible for submitting and managing Vendor staff requests or needs for access connectivity to the Agency's data communications network, and the relevant information systems attached to this network, in accordance with all applicable Agency policies, standards and guidelines. The Vendor shall notify the Agency of termination of any staff with access to the Agency's network within twenty-four (24) hours of the termination.

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C. Vendor staff that have access connectivity to the Agency's data communications network shall be required to complete Agency Security Awareness Training and Agency HIPAA Training. The successful respondent shall also be required to sign an Acceptable Use Acknowledgement Form and submit the completed form to the Agency's Information Security Manager (ISM). The requirements described in this Item must be completed before access to the Agency's network is provided.

D. Development Requirements

This Sub-Section is applicable if the Vendor solution or service includes interoperability with the Agency's information technology enterprise.

1. The Vendor shall provide the Agency, providers, and others as identified in this Contract, with the necessary software to execute the requested system.
2. The Vendor's software when implemented, shall meet the implementation day's industry's best practices and standards NIST (National Institute for Standards and Technology), and W3C (World Wide Web Consortium) which includes development tools.
3. The Vendor shall develop a system that allows Agency staff to access the system from the Agency network and mobile devices.
4. The Vendor shall allow Agency access to the data for reporting purposes. Data exports shall comply with the National Information Exchange Model (NIEM) format.
5. The Vendor's architecture and design document will be reviewed by the Agency's Division of IT before coding starts. This will require a personal presentation by the Vendor's architect(s).
6. Comments will be used in the code to help other developers to understand the coding methodology/logic that was used.
7. Proper exception handling is required.
8. Logging and Auditing may be required for some systems.
9. Usage of Session and Cache should be limited.
10. Hard coded values are not allowed for referencing the shared resource address and name. This includes: URL (Uniform Resource Locator) name, file path, email address, database connection string, etc.
11. The website shall be Section 508 compliant and follow W3C industry standards and best practices.
12. The website shall contain the Agency header and footer that are currently on ahca.myflorida.com.

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13. Chrome, Firefox, Safari and Internet Explorer are the most commonly used browsers. Internet applications must be compatible with all internet browsers recognized by the World Wide Web Consortium, <http://www.w3.org/>. The Vendor shall deploy the system to be browser agnostic while keeping up with the most current versions of Internet browser releases in coordination with the Agency's Division of IT standards. Compatibility is required by the Vendor with all supported versions within six (6) months of the browser's official release.
14. All code shall be submitted to the Agency by the Vendor for standards review prior to user testing. This code review requires a personal presentation by the Vendor's coder(s).
15. The Vendor's test plan shall be prior-approved by the Agency's Division of IT. The system will be tested on and off site using different browsers and different devices.
16. The documents listed below are required as part of the Vendor's application development:
 - a. Architecture design;
 - b. Security model;
 - c. Technical specifications;
 - d. Database entity relationship diagram;
 - e. Data Dictionary;
 - f. User documentation;
 - g. Test plan;
 - h. Deployment plan; and
 - i. Maintenance requirements.

E. Below is the Agency's current environment:

1. HIPAA and CJIS (Criminal Justice Information System) compliance;
2. Microsoft office;
3. SQL (Structured Query Language) server;
4. Microsoft Azure and Office 365;
5. SFTP (Secure File Transfer Protocol);

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6. WEB Services;
 7. MVC (Model View Controller);
 8. C#;
 9. TFS (Team Foundation Server);
 10. WEB Applications;
 11. Laserfiche;
 12. SharePoint;
 13. SSL (Secure Sockets Layer) and TLS (Transport Layer Security); Mobile devices; and
 14. SSRS (SQL Server Report Services) and Tableau.
- F.** The Vendor must adhere and comply with the Agency's Division of IT standards regarding SSL Web interface(s) and TLS.
- G.** The Vendor must adhere to the Driver Privacy Protection Act (DPPA) rules that address a memorandum of understanding and security requirements as well as other requirements contained in Rule.
- H.** The Vendor, its employees, subcontractors and agents shall provide immediate notice to the Agency Information Security Manager ("ISM") in the event it becomes aware of any security breach and any unauthorized transmission or loss of any or all of the data collected or created for or provided by the Agency ("State Data") or, to the extent the Vendor is allowed any access to the Agency's information technology ("IT") resources, provide immediate notice to the ISM, of any allegation or suspected violation of security procedures of the Agency. Except as required by law and after notice to the Agency, the Vendor shall not divulge to third parties any confidential information obtained by the Vendor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing this Contract work according to applicable rules, including, but not limited to, Rule 60GG, Florida Administrative Code (FAC) and its successor regulation, security procedures, business operations information, or commercial proprietary information in the possession of the State or the Agency. After the conclusion of this Contract unless otherwise provided herein, the Vendor shall not be required to keep confidential information that is publicly available through no fault of the Vendor, material that the Vendor developed independently without relying on the State's confidential information, or information that is otherwise obtainable under State law as a public record.
- I.** In the event of loss of any State Data or record where such loss is due to the negligence of the Vendor or any of its subcontractors or agents, the Vendor shall be responsible for recreating such lost data in the manner and on the schedule set

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by the Agency at the Vendor's sole expense, in addition to any other damages the Agency may be entitled to by law or this Contract. In the event lost or damaged data is suspected, the Vendor will perform due diligence and report findings to the Agency and perform efforts to recover the data. If it is unrecoverable, the Vendor shall pay all the related costs associated with the remediation and correction of the problems engendered by any given specific loss. Further, failure to maintain security that results in certain data release will subject the Vendor to the administrative sanctions for failure to comply with Section 501.171, F.S., together with any costs to the Agency of such breach of security caused by the Vendor. If State Data will reside in the Vendor's system, the Agency may conduct, or request the Vendor conduct at the Vendor's expense, an annual network penetration test or security audit of the Vendor's system(s) on which State Data resides. All Vendor personnel who will have access to State-owned Data will undergo the background checks and screenings described in this Contract.

- J.** The Vendor shall ensure that call centers, Information Technology (IT) help desks or any other type of customer support provided directly under this Contract, shall be located only in the forty-eight (48) contiguous United States.
- K.** The Vendor must conform to current and updated publications of the principles, standards, and guidelines of the Federal Information Processing Standards (FIPS), the National Institute of Standards and Technology (NIST) publications, including but not limited to [Cybersecurity-Framework](#) and [NIST.SP.800-53r4](#).
- L.** The Vendor must employ traffic and network monitoring software and tools on a continuous basis to identify obstacles to optimum performance.
- M.** The Vendor must employ traffic and network monitoring software and tools on a continuous basis to identify email and Internet spam and scams and restrict or track user access to appropriate websites.
- N.** The Vendor must employ traffic and network monitoring software and tools on a continuous basis to identify obstacles to detect and prevent hacking, intrusion and other unauthorized use of the Vendor's resources.
- O.** The Vendor must employ traffic and network monitoring software and tools on a continuous basis to prevent adware or spyware from deteriorating system performance.
- P.** The Vendor must employ traffic and network monitoring software and tools on a continuous basis to update virus blocking software daily and aggressively monitor for and protect against viruses.
- Q.** The Vendor must employ traffic and network monitoring software and tools on a continuous basis to monitor bandwidth usage and identify bottlenecks that impede performance.
- R.** The Vendor must employ traffic and network monitoring software and tools on a continuous basis to provide methods to flag recipient data to exclude Protected Health Information (PHI) from data exchanges as approved by the State, and to

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comply with recipient rights under the HIPAA privacy law for: 1) Requests for restriction of the uses and disclosures on PHI (45 Code of Federal Regulations (CFR) 164.522(a)); 2) Requests for confidential communications (45 CFR 164.522(b)); and 3) Requests for amendment of PHI (45 CFR 164.526). The Vendor must also enter into a Business Associate Agreement (“BAA”) with the Agency. The provisions of the BAA apply to HIPAA requirements and in the event of a conflict between the BAA and the provisions of this Sub-Section, the BAA shall control. (See **Attachment A**, Instructions and Special Conditions, **Exhibit A-7**, Standard Contract, **Attachment II**, Business Associate Agreement).

- S.** The Vendor shall conduct all activities in compliance with 45 CFR 164 Subpart C to ensure data security, including, but not limited to encryption of all information that is confidential under Florida or Federal law, while in transmission and while resident on portable electronic media storage devices. Encryption is required and shall be consistent with Federal Information Processing Standards (FIPS), and/or the National Institute of Standards and Technology (NIST) publications regarding cryptographic standards.

- T.** In order to enable the Agency to effectively measure and mitigate the Vendor’s security risks, the Agency may conduct an initial IT security risk score scan on the Vendor, as well as periodic or continuous security monitoring through an information security rating service, at the Agency’s expense, to enable the Agency to effectively measure and mitigate the Vendor’s security risks. The Vendor will work with the Agency’s Security Rating Score Provider to define the relevant Vendor assets providing Agency services. If the Vendor does not maintain a top tier security rating score, the Agency will impose liquidated damage(s) and/or other applicable sanction(s).

XII. Disaster Recovery

- A.** The Vendor shall develop and maintain a disaster recovery plan for restoring the application of software and current master files and for hardware backup in the event the production systems are disabled or destroyed. The disaster recovery plan shall limit service interruption to a period of twenty-four (24) clock hours and shall ensure compliance with all requirements under this Contract. The records backup standards and a comprehensive disaster recovery plan shall be developed and maintained by the Vendor for the entire period of this Contract and submitted for review annually by the anniversary date of this Contract.

- B.** The Vendor shall maintain a disaster recovery plan for restoring day-to-day operations including alternative locations for the Vendor to conduct the requirements of this Contract. The disaster recovery plan shall limit service interruption to a period of twenty-four (24) clock hours and shall ensure compliance with all requirements of this Contract.

- C.** The Vendor shall maintain database backups in a manner that shall eliminate disruption of service or loss of data due to system or program failures or destruction.

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- D.** The disaster recovery plan shall be finalized no later than thirty (30) calendar days prior to this Contract effective date. The Agency shall review the Vendor's disaster recovery plan during the readiness review.
- E.** The Agency, at its discretion, reserves the right to direct the Vendor to amend or update its disaster recovery plan in accordance with the best interests of the Agency and at no additional cost to the Agency.
- F.** The Vendor shall make all aspects of the disaster recovery plan available to the Agency at all times.
- G.** The Vendor shall conduct an annual Disaster Recovery Plan test and submit results for review to the Agency in the annual plan submitted in compliance with **Section XII.**, Disaster Recovery, **Sub-Section A.**

XIII. Smartphone Applications

The Vendor shall receive written approval from the Agency Division of Information Technology before implementation of a smartphone application. If the Vendor uses smartphone applications (apps) to allow providers direct access to Agency-approved documents and/or content, the Vendor shall comply with the following:

- A.** The smartphone application shall disclaim that the application being used is not private and that no PHI or Personally Identifiable Information (PII) should be published on this application by the Vendor or provider; and
- B.** The Vendor shall ensure that software applications obtained, purchased, leased, or developed are based on secure coding guidelines; for example:
 - 1.** OWASP [Open Web Application Security Project] Secure Coding Principles – http://www.owasp.org/index.php/Secure_Coding_Principles;
 - 2.** CERT Security Coding - <http://www.cert.org/secure-coding/>; and
 - 3.** Top10SecuritycodingPractices – <https://www.securecoding.cert.org/confluence/display/seccode/Top+10+Secure+Coding+Practices>

XIV. Social Networking

A. Social Networking

All social networking applications, tools or media interactions and communications must be approved in writing by the Agency, prior to use. Any vendor using social networking applications is responsible and accountable for the safeguarding of PHI and all HIPAA Privacy Rule related information must be maintained and monitored.

In addition to all other review and monitoring aspects of this Contract, the Agency, at its discretion, reserves the right to monitor or review the Vendor's monitoring of all social networking activity without notice.

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The Vendor shall not conduct business relating to this Contract that involves the exchange of personally identifying, confidential or sensitive information on the Vendor's social network application. The Vendor shall not post information, photos, links/URLs or other items online that would reflect negatively on any individual(s), its enrollees, the Agency or the State.

Any violations of this provision shall subject the Vendor to administrative action by the Agency as determined by the Agency.

XV. Definitions and Acronyms

A. Definitions

Ad Hoc – A report designed for a specific purpose, case, or situation.

Agency — State of Florida, Agency for Health Care Administration (AHCA), its employees acting in their official capacity, or its designee.

Agency Information Technology (IT) Enterprise – Any interconnected system(s) or subsystem(s) or equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the Agency.

Bad Debt – amount owed by a debtor that is unlikely to be paid to the provider.

Business Day – Traditional workday, including Monday, Tuesday, Wednesday, Thursday, and Friday. State holidays are excluded.

Calendar Day – All seven days of the week. A twenty-four (24) hour period between midnight and midnight, regardless of whether or not it occurs on a weekend or holiday.

Calendar Year — A twelve (12) month period of time beginning on January 1 and ending on December 31.

Contract – The written agreement between the Agency and the Vendor comprised of the Contract, any addenda, appendices, attachments, or amendments thereto.

Contract Amendment – Any written alteration in the specifications, delivery point, rate of delivery, Contract period, price, quantity, or other Contract provisions of any existing Contract.

Contract Manager – An individual designated to act as liaison between the Agency and the Vendor and is responsible for the management of this Contract.

Interoperability – The ability of a system to work with or use the parts or equipment of another system and characterized by seamless coordination and integration with other systems.

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State Fiscal Year (SFY)– July 1st through June 30th of each calendar year.

Vendor – The entity that contracts directly with the Agency for the work specified within this Contract.

B. Acronyms

Apps	Applications
BAA	Business Associate Agreement
CAP	Corrective Action Plan
CFR	Code of Federal Regulations
CJIS	Criminal Justice Information System
DPPA	Driver Privacy Protection Act
EEO	Equal Employment Opportunity
FIPS	Federal Information Processing Standards
FAC	Florida Administrative Code
FS	Florida Statutes
HIPAA	Health Insurance Portability and Accountability Act
HITECH	Health Information Technology for Economic and Clinical Health
ISM	Information Security Manager ()
IT	Information Technology
MVC	Model View Controller
NIEM	National Information Exchange Model
NIST	National Institute for Standards and Technology
PHI	Protected Health Information
PII	Personally Identifiable Information
PL	Public Law
SFTP	Secure File Transfer Protocol
SOC	Service Organization Controls

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SQL	Structured Query Language
SSL	Secure Sockets Layer
SSRS	SQL Server Report Services
TFS	Team Foundation Server
TLS	Transport Layer Security
URL	Uniform Resource Locator
US	United States
USC	United States Code
W3C	World Wide Web Consortium

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EXHIBIT B-I DELIVERABLES

1.	<u>DELIVERABLE</u>
	Cost Limit Examinations
	<u>SUPPORTING DOCUMENTATION</u>
	For each completed examination, the Vendor shall submit its final LIP cost limit review, adjusted cost limit calculation, and final reconciliation. All working papers must be submitted with the deliverable as outlined in Attachment B. , Scope of Services, Section II. , Manner of Service(s) Provision, Sub-Section B. , Services Provided by the Vendor.
	<u>EVALUATION CRITERIA</u>
	Completion of the anticipated three hundred (300) Cost Limit Examinations per year submitted with all required supporting documentation. The Agency will track progress of the completion of examinations through the Vendor's submission of updated timelines with the Monthly Report.
	<u>DUE DATE(S)</u>
	Annually by June 1 st of each Contract Year
	<u>AMOUNT</u>
	Unit cost per documented completion of Cost Limit Examination. See Attachment B. , Scope of Services, Section III. , Method of Payment, Sub-Section B. , Invoicing, Table 1 , Required Deliverables and Associated Payments.
	<u>PERFORMANCE STANDARDS</u>
The Vendor shall complete up to three hundred (300) Cost Limit Examinations per Contract Year. The Vendor shall submit the deliverable in accordance with the description provided in Attachment B. , Scope of Services, Section II. , Manner of Service(s) Provision, Sub-Section B. , Services Provided by the Vendor.	
<u>LIQUIDATED DAMAGES</u>	
Please see Attachment B , Scope of Services, Section III. , Method of Payment, Sub-Section D. , Financial Consequences as Liquidated Damages, Table 2 , Performance Standards and Liquidated Damages, for the appropriate liquidated damage that will be imposed.	

2.	<u>DELIVERABLE</u>
	Final LIP Cost Limit Report
	<u>SUPPORTING DOCUMENTATION</u>
	Final report summarizing the Vendor's data and findings, including an opinion letter for all providers. Documentation to support the report, shall include a copy of the Vendor's complete file including working papers.
	<u>EVALUATION CRITERIA</u>
	The Agency Contract Manager reviews for minimum quality standards and completeness.
	<u>DUE DATE(S)</u>
	Annually by June 1 st of each Contract Year.
	<u>AMOUNT</u>
	Unit cost per documented completion of the Final LIP Cost Limit Report. See Attachment B. , Scope of Services, Section III. , Method of Payment, Sub-Section B. , Invoicing, Table 1 , Required Deliverables and Associated Payments.
	<u>PERFORMANCE STANDARDS</u>
The Vendor shall submit one (1) Final LIP Cost Limit Report as described in Attachment B. , Scope of Services, Section II. , Manner of Service(s) Provision, Sub-Section B. , Services Provided by the Vendor, Item 5. , Final Report and Work Paper Submission.	
<u>LIQUIDATED DAMAGES</u>	
Please see Attachment B , Scope of Services, Section III. , Method of Payment, Sub-Section D. , Financial Consequences as Liquidated Damages, Table 2 , Performance Standards and Liquidated Damages, for the appropriate liquidated damage that will be imposed.	

EXHIBIT B-I DELIVERABLES

3.	<u>DELIVERABLE</u>
	Intergovernmental Transfers (IGT) Reviews
	<u>SUPPORTING DOCUMENTATION</u>
	For each completed review, the Vendor shall submit working papers and findings to the Agency.
	<u>EVALUATION CRITERIA</u>
	Completion of the anticipated fifty (50) IGT Reviews per year submitted with all required supporting documentation. The Agency will track progress of the completion of reviews through the Vendor's submission of updated timelines with the Monthly Report.
	<u>DUE DATE(S)</u>
	Annually by June 1 st of each Contract Year.
	<u>AMOUNT</u>
	Unit cost per documented completion of each IGT Review. See Attachment B. , Scope of Services, Section III. , Method of Payment, Sub-Section B. , Invoicing, Table 1 , Required Deliverables and Associated Payments.
	<u>PERFORMANCE STANDARDS</u>
The Vendor shall perform a minimum of three hundred (300) LIP Cost Limit Initial reviews, one (1) Final LIP Cost Limit Reconciliation report, and fifty (50) IGT reviews per year of this Contract, unless otherwise directed by the Agency in writing.	
<u>LIQUIDATED DAMAGES</u>	
Please see Attachment B , Scope of Services, Section III. , Method of Payment, Sub-Section D. , Financial Consequences as Liquidated Damages, Table 2 , Performance Standards and Liquidated Damages, for the appropriate liquidated damage that will be imposed.	

4.	<u>DELIVERABLE</u>
	Ad-hoc Requests
	<u>SUPPORTING DOCUMENTATION</u>
	Ad hoc requests for research and data analysis in support of the rate setting, Medicaid program reform, other sources of State share including the review of Certified Public Expenditures (CPEs) and/or other tasks at the request of the Agency. The Agency will make all ad hoc requests to the Vendor in writing. For those tasks that the Agency expects to take more than eight (8) hours to complete, the Vendor shall submit to the Agency an estimate of the number of hours required to complete the task and the Agency will provide written notification to the Vendor of its acceptance of the estimate and approval for the Vendor to move forward with the ad hoc request.
	For those tasks that the Agency expects to take fewer than eight (8) hours to complete, the Vendor may proceed without developing an estimate. However, if the Vendor, after submission of their original projected hours, determines that a task will require more than eight (8) hours to complete, the Vendor shall submit an estimate to the Agency for formal approval. All ad hoc requests will be invoiced separately from other tasks.
	Ad-hoc requests require separate invoice and supporting documentation, including timesheets.
	<u>EVALUATION CRITERIA</u>
	Completion of the ad-hoc request to the Agency's satisfaction.
	<u>DUE DATE(S)</u>
	As requested by the Agency.

EXHIBIT B-I DELIVERABLES

	AMOUNT
	Unit cost per documented completion of each Ad Hoc Review. See Attachment B. , Scope of Services, Section III. , Method of Payment, Sub-Section B. , Invoicing, Table 1 , Required Deliverables and Associated Payments.
	PERFORMANCE STANDARDS
	<p>For those tasks that the Agency expects to take more than eight (8) hours to complete, the Vendor shall submit to the Agency an estimate of the number of hours required to complete the task and the Agency will provide written notification to the Vendor of its acceptance of the estimate and approval for the Vendor to move forward with the ad hoc request.</p> <p>For those task that the Agency expects to take fewer than eight (8) hours to complete, the Vendor may proceed without developing an estimate. However, if the Vendor, after submission of their original projected hours, determines that a task will require more than eight (8) hours to complete, the Vendor shall submit an estimate to the Agency for formal approval. All ad hoc requests will be invoiced separately from other tasks.</p>
	LIQUIDATED DAMAGES
	Please see Attachment B , Scope of Services, Section III. , Method of Payment, Sub-Section D. , Financial Consequences as Liquidated Damages, Table 2 , Performance Standards and Liquidated Damages, for the appropriate liquidated damage that will be imposed.

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**EXHIBIT B-II
CONFLICT OF INTEREST QUESTIONNAIRE
MEDICAID LIP COST LIMIT EXAMINATIONS**

Vendor

Does the Vendor have financial interest in any hospital chain, individual hospital, Federally Qualified Health Center, Rural Health Center, Behavioral Health Provider, Medical Schools Physician Practices or other entity participating in the Florida Medicaid Low Income Pool program?

Yes No

Does the Vendor plan to obtain financial interest in any entity participating in the Florida Medicaid Low Income Pool program during the contract period?

Yes No

Does the Vendor have any personal relationship with any hospital chain, individual hospital, Federally Qualified Health Center, Rural Health Center, Behavioral Health Provider, Medical Schools Physician Practices or other entity participating in the Florida Medicaid Low Income Pool program?

Yes No

Does the Vendor have any professional engagement activities, outside those services to be provided under the proposed contract, with any hospital chain, individual hospital, Federally Qualified Health Center, Rural Health Center, Behavioral Health Provider, Medical Schools Physician Practices or other entity participating in the Florida Medicaid Low Income Pool program?

Yes No

Are there any other conditions, not covered by the questions above, which may cause a conflict of interest with providing audit/examination services to the Agency?

Yes No

If the answer to any of the above questions is "YES" to any of the above questions, please provide a written explanation for each "YES" answer:

**EXHIBIT B-II
CONFLICT OF INTEREST QUESTIONNAIRE
MEDICAID LIP COST LIMIT EXAMINATIONS**

Contract Manager

Does the Vendor's Contract Manager or their immediate family have financial interest in any hospital chain, individual hospital, Federally Qualified Health Center, Rural Health Center, Behavioral Health Provider, Medical Schools Physician Practices or other entity participating in the Florida Medicaid Low Income Pool program?

Yes No

Does the Vendor's Contract Manager or their immediate family plan to obtain financial interest during the period of the Contract in any entity participating in the Florida Medicaid Low Income Pool program, during the Contract period?

Yes No

Has the Vendor's Contract Manager or their immediate family have any personal relationship with any hospital chain, individual hospital, Federally Qualified Health Center, Rural Health Center, Behavioral Health Provider, Medical Schools Physician Practices or other entity participating in the Florida Medicaid Low Income Pool program?

Yes No

Does the Vendor's Contract Manager or their immediate family discussed, or plan to seek or accept future employment with any hospital chain, individual hospital, Federally Qualified Health Center, Rural Health Center, Behavioral Health Provider, Medical Schools Physician Practices or other entity participating in the Florida Medicaid Low Income Pool program?

Yes No

Are there any other conditions, not covered by the questions above, which may cause a conflict of interest with providing audit/examination services to the Agency?

Yes No

If the answer to any of the above questions is "YES" to any of the above questions, please provide a written explanation for each "YES" answer:

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**EXHIBIT B-I
DELIVERABLES**

I DECLARE ALL OF THE ABOVE QUESTIONS ARE ANSWERED TRUTHFULLY AND TO THE BEST OF MY KNOWLEDGE.

Signature

Date

Printed Name

The Vendor shall provide an updated Conflict of Interest Questionnaire each year of the resulting Contract. If during the year the Vendor determines a conflict of interest has arisen, the Agency is to be notified immediately. Failure of the Vendor to notify the Agency of conflicts of interest may result in liquidated damages of **\$100.00** per incident and/or may result in Contract termination based upon the severity of the conflict.

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