



RON DESANTIS  
GOVERNOR

MARY C. MAYHEW  
SECRETARY

January 14, 2020

Prospective Vendor(s):

Subject: Solicitation Number: AHCA ITN 005 – 19/20

Title: AHCA ITN 005 – 19/20 EQRO

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 ITN 004 – 19/20 EQRO services. The solicitation package consists of this transmittal letter and the following attachments and exhibits:

<b>Attachment A</b>	Instructions and Special Conditions
<b>Exhibit A-1</b>	Questions Template
<b>Exhibit A-2</b>	Transmittal Letter
<b>Exhibit A-3</b>	Required Certifications and Statements
<b>Exhibit A-4</b>	Submission Requirements and Evaluation Criteria Components (Technical Response)
<b>Exhibit A-5</b>	Cost Proposal
<b>Exhibit A-5-a</b>	Detailed Budget
<b>Exhibit A-6</b>	Summary of Respondent Commitments
<b>Exhibit A-7</b>	Certification of Drug-Free Workplace Program
<b>Exhibit A-8</b>	Standard Contract
<b>Attachment B</b>	Scope of Services
<b>Exhibit B-1</b>	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

# ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

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# ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

## A.1. Instructions

### A. Overview

**1. Solicitation Number**

AHCA ITN 005-19/20

**2. Solicitation Type**

Invitation to Negotiate

**3. Solicitation Title**

External Quality Review Organization (EQRO)

**4. Date of Issuance**

January 14, 2020

**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](mailto: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	January 14, 2020	Electronically Posted <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs www.main menu</a>
Deadline for Receipt of Written Questions	January 28, 2020 2:00 p.m.	<a href="mailto:solicitation.questions@ahca.myflorida.com">solicitation.questions@ahca.myflorida.com</a>

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TABLE 1		
SOLICITATION TIMELINE		
ACTIVITY	DATE/TIME	LOCATION
<b>Anticipated</b> Date for Agency Responses to Written Questions	February 10, 2020	Electronically Posted <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_menu</a>
Deadline for Receipt of Responses	March 9, 2020 2:00 p.m.	Megan Brand Agency for Health Care Administration Mailroom 2727 Mahan Drive Building 4 Tallahassee, FL 32308-5403
Public Opening of Responses	March 9, 2020 2:30 p.m.	2727 Mahan Drive, Building 2 Operations Conference Room, 2nd Floor, Room 200 Tallahassee, FL 32308-5403
<b>Anticipated</b> Dates for Negotiations	April 20, 2020 – May 29, 2020	2727 Mahan Drive, Building 2 Operations Conference Room, 2nd Floor, Room 200 Tallahassee, FL 32308-5403
<b>Anticipated</b> Posting of Notice of Intent to Award	June 22, 2020	Electronically Posted <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_menu</a>

### 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](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](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**

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grounds for rejecting a response. See Section 287.057(23), Florida Statutes (F.S.).

### 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](mailto: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

## **ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS**

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 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 fee/unit contract and the Agency anticipates the Contract amount shall not exceed **\$11,530,830.22**.
- b.** 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 September 1, 2020 through August 31, 2025. 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 **\$576,541.51**. 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, Negotiations and Contract Award, **Item 10.**, 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

## **ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS**

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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## INSTRUCTIONS AND SPECIAL CONDITIONS

**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.

**h. Exhibit A-5-b, Renewal Period Detailed Budget**

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

**i. Exhibit A-6, Summary of Respondent Commitments**

The respondent shall complete and submit **Exhibit A-6, Summary of Respondent Commitments**, as part of its response in accordance with the instructions contained therein.

**3. Additional Response Content**

**Exhibit A-7, 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-7, 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**

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**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 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;
- (8) **Exhibit A-5-b**, Renewal Period Detailed Budget;
- (9) **Exhibit A-6**, Summary of Respondent Commitments; and
- (10) **Exhibit A-7**, 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.

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- 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.
- 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;
  - (g) **Exhibit A-5-b**, Renewal Period Detailed Budget;
  - (h) **Exhibit A-6**, Summary of Respondent Commitments; and
  - (i) **Exhibit A-7**, Certification of Drug-Free Workplace Program (if applicable).
- 4) In addition to the PDF submission, the following exhibits shall also be submitted in Microsoft Word or Excel 2016, utilizing the Agency provided templates and shall be saved on the USB flash drive:
  - (a) **Exhibit A-5**, Cost Proposal;
  - (b) **Exhibit A-5-a**, Detailed Budget; ‘
  - (c) **Exhibit A-5-b**, Renewal Detailed Budget; and

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(d) **Exhibit A-6**, Summary of Respondent Commitments.

### **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.

### **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, F.S., 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.



## **ATTACHMENT A**

### **INSTRUCTIONS AND SPECIAL CONDITIONS**

- 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, F.S.
- 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 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.

# ATTACHMENT A

## INSTRUCTIONS AND SPECIAL CONDITIONS

### D. Response Evaluation, Negotiations 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. The Agency shall have no duty to conduct discussions or attempt to clarify ambiguities in the respondent's reply if the respondent is not in the competitive range of respondents selected for negotiations.

#### 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.

#### 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 A.1.**, Instructions, **Sub-Section B.**, Response Preparation and Content, **Item 2.**, Mandatory Response Content, **Sub-Item c.**

# ATTACHMENT A

## INSTRUCTIONS AND SPECIAL CONDITIONS

### d. Cost Proposal and Detailed Budget

The Agency will review responses to this solicitation to determine if the respondent included in its response, the following, as specified in **Section A.1.**, Instructions, **Sub-Section B.**, Response Preparation and Content, **Item 2.**, Mandatory Response Content, **Sub-Items f. and g.**:

- **Exhibit A-5**, Cost Proposal
- **Exhibit A-5-a** Detailed Budget

Cost proposals will not be evaluated during the evaluation phase. The Agency will review and consider the cost proposals submitted by respondents who are invited to negotiations during the negotiation phase.

### e. Summary of Respondent Commitments

The Agency will review responses to this solicitation to determine if the respondent included in its response, **Exhibit A-6**, Summary of Respondent Commitments.

## 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.

## ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

- 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  
INSTRUCTIONS AND SPECIAL CONDITIONS**

**TABLE 2**

**RESPONDENT STABILITY SCORE**

<b>Paydex Score</b>	<b>Financial Stress Score</b>	<b>Delinquency Predictor/Commercial Credit Score</b>	<b>Respondent Stability Score</b>
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.

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## ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

<b>TABLE 3</b>					
<b>SUMMARY SCORE SHEET</b>					
	<b>Maximum Raw Score Possible</b>		<b>Weight Factor</b>		<b>Maximum Points Possible</b>
<b>A. Technical Response</b>					
SRC# 1: Table of Contents	0	X	0	=	0
SRC# 2: Executive Summary	0	X	0	=	0
SRC# 3: Organizational Structure and History	15	X	1	=	15
SRC# 4: Experience and Qualifications	50	X	1	=	50
SRC# 5: Technical Approach to Validation of Performance Improvement Projects Under Protocol 3	25	X	2	=	50
SRC# 6: Technical Approach to Validation of Performance Measures Under Protocol 2	25	X	2	=	50
SRC# 7: Technical Approach to Assessing Agency Compliance Review Activities and Results	15	X	3	=	45
SRC# 8: Technical Approach to Validation of Network Adequacy	15	X	3	=	45
SRC# 9: Technical Approach to Validation of Encounter Data	15	X	1.25	=	18.75
SRC# 10: Technical Approach to Annual Technical Report	25	X	2	=	50
SRC# 11: Technical Approach to Administration of Provider Satisfaction Surveys	15	X	1.25	=	18.75
SRC# 12: Technical Approach to the Managed Medical Assistance (MMA) Program and the Long-Term Care (LTC) Program Waivers	35	X	1.25	=	43.75
SRC# 13: System Functionality Requirements	15	X	.5	=	7.5
SRC# 14: Information Technology Requirements	5	X	.5	=	2.5
SRC# 15: Security Rating Score Requirement	5	X	.5	=	2.5
SRC# 16: Disaster Recovery Requirements	45	X	.25	=	11.25
<b>TOTAL:</b>					<b>410</b>

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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. Negotiation Process

- a. The scores from the evaluation process shall be used to determine the respondents with whom the negotiation team will negotiate. The negotiation team shall not utilize the evaluation scores in determining best value.
- b. The Agency will negotiate with the three (3) highest ranked respondents (competitive range). However, the Agency may choose not to negotiate with a respondent whose score is lower than seventy-five percent (75%) of the highest score earned by any respondent to this solicitation.
- c. The Agency may review any and all data available to the Agency including but not limited to Agency held data and respondents' performance-based information for use in negotiations.
- d. The Agency's negotiation team will conduct negotiation strategy sessions pursuant to Section 286.0113, F.S. Negotiation strategy includes determining best value criteria and developing award recommendation(s). During its strategy sessions, the Agency's negotiation team will develop a recommendation as to the award that will provide the best value (as defined in Section 287.012(4), F.S.) to the State.
- e. Negotiation sessions will include discussions of the scope of services to be provided by the respondent until acceptable terms and conditions are agreed upon, or it is determined that an acceptable agreement cannot be reached. The Agency will negotiate the terms and conditions determined to be the best value to the State according to Section 287.012(4) F.S., including, but not limited to price/cost, quality, design, and service delivery. Any terms to be negotiated must be addressed during negotiation sessions, prior to award.
- f. At least one authorized official who has the authority to bind the respondent to a contract must be present at each negotiation session. The authorized official(s) must be the Official Contact Person or Alternate Contact Person named in **Exhibit A-2**, Transmittal Letter.



## **ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS**

- g.** The Agency reserves the right at any time during the negotiation process to:

  - 1)** Negotiate concurrently or sequentially with competing respondents.
  - 2)** Schedule additional negotiation sessions with any or all responsive respondents.
  - 3)** Require any or all responsive respondents to provide additional, revised, or final written replies addressing specific topics, including modifications to the solicitation specifications, terms or conditions, or business references.
  - 4)** Require any or all responsive respondents to provide a written best and final offer or offers.
  - 5)** Require any or all responsive respondents to address services, prices, or conditions offered by any other respondents.
  - 6)** Decline to conduct further negotiations with any respondent.
  - 7)** Re-open negotiations with any responsive respondent.
  - 8)** Take any additional, administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation or negotiations where necessary and consistent with the terms of this solicitation.
  - 9)** Review and rely on relevant information contained in the responses.
  - 10)** Request pricing options or models different from the initial Cost Proposal submission. This information may be used in negotiations to determine the best pricing solution to be used in the Contract.
  
- h.** The Agency has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the responsive respondent or respondents affected and whether to provide concurrent public notice of such decision.
  
- i.** In the event the Agency cannot reach agreement with a respondent who has been invited to negotiation and/or a respondent withdraws its response during the negotiation phase, the Agency reserves the right to invite the next top ranking respondent to negotiations to ensure that the Agency can enter into a contract.

## **ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS**

### **8. Number of Awards**

The Agency anticipates the issuance of one (1) contract(s) 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.

### **9. 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, Florida 32308-5403  
Email: [solicitation.questions@ahca.myflorida.com](mailto: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, F.S.

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.

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.**

## **ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS**

### **10. 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, Florida 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.
- 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.

# **ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS**

## **11. 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.

## **12. Contract Execution**

- a.** This solicitation, including all its addenda, the Agency's written response to written questions, and the successful respondent's response, including information provided through negotiations, 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, and information provided through negotiations. 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, including information provided through negotiations.
- 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.

## **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.

## **ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS**

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.

**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.

## **ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS**

**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.

**WORK DAY** – See *Business Day*.

**VENDOR** – The respondent awarded a contract resulting from this solicitation.

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**EXHIBIT A-1  
QUESTIONS TEMPLATE**

VENDOR NAME	ATTACHMENT IDENTIFIER	SECTION IDENTIFIER	SUB-SECTION REFERENCE	ITEM REFERENCE	ATTACHMENT EXHIBIT	PAGE NUMBER	QUESTION



## **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. If the respondent is invited to negotiations, at least one authorized official listed above must be present at each negotiation session.

**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 in responding to this solicitation, should my organization be awarded a contract resulting from this solicitation, it agrees to accept and comply with all terms and conditions as specified in this solicitation and in the Agency Standard Contract (**Exhibit A-8, 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, 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.

**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.

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**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.

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**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.

Failure to submit, **Exhibit A-4**, may result in the rejection of response.

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

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



**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. The Table of Contents shall be provided as an attachment.

**Score: No points will be awarded for the Table of Contents.**

**SRC# 2: EXECUTIVE SUMMARY**

The respondent shall include an Executive Summary that demonstrates the respondent's overall understanding of the Scope of Services and describes the salient features of the respondent's Technical Proposal.

**Score: No points will be awarded for the Executive Summary.**

**Response:**

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

**SRC# 3: ORGANIZATIONAL STRUCTURE AND HISTORY**

The respondent shall demonstrate its capability to provide the services described in this solicitation by describing its organizational structure and history. At a minimum, the description shall include:

1. A detailed description of the respondent's organizational structure, history, legal structure, ownership and affiliations;
2. An organizational chart, including the total number of employees and the respondent's corporate qualifications; and
3. A detailed description of the respondent's proposed physical business locations, in or outside of the State of Florida and how those locations will be utilized to effectively provide the services required by this solicitation.

**Response:**

**Evaluation Criteria:**

1. The adequacy of the respondent's detailed description of its organizational structure, history, legal structure, ownership and affiliations;
2. The adequacy of the respondent's staffing levels for this project based on the organizational chart and the respondent's corporate qualifications; and
3. The adequacy of the respondent's capability to effectively provide services based on its physical business in or outside of the State of Florida.

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

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

**SRC# 4: EXPERIENCE AND QUALIFICATIONS**

The respondent shall demonstrate its capability to provide the services described in this solicitation by describing its qualifications and experience in providing services similar in nature to those described in this solicitation as well as its proposed subcontractor's experience and qualifications, if applicable. At a minimum, the description shall include:

1. 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..
2. For each identified Contract, the following information shall be provided:
  - a. The name and address of the client;
  - b. The name of the Project;
  - c. The time period of the Project;
  - d. A brief narrative describing the role of the respondent and scope of the work performed, including services provided;
  - e. The scheduled and actual completion dates for development and implementation. The description shall include any barriers encountered that hindered implementation, as applicable, and the respondent's resolution for overcoming them;
  - f. Significant accomplishments and achievements; and
  - g. The use of any subcontractor(s) on each Project, their scope of work, and the percentage of the work on the Project completed by subcontractors.
3. List any monetary penalty or liquidated damages for insufficient performance by a State or Federal government within the last two (2) 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.
4. A detailed description of the respondent's experience with providing federally mandated and optional external quality review (EQR)-related activities, as defined in 42 Code of Federal Regulations (CFR) 438.358.
5. A description of any relevant accreditations or certifications that the respondent has received.
6. A detailed description of previous innovative approaches implemented to reduce costs or improve the quality of care to Medicaid enrollees.

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

7. A draft sixty (60) calendar day EQR Implementation Plan, no more than five (5) pages in length, describing the activities that the respondent shall undertake during the implementation phase (to begin upon resulting contract execution) and must include, at a minimum, the following:
  - a. Deadlines and timeframes;
  - b. Staff responsible for each activity/step;
  - c. Types of policies, procedures, and templates to be developed for the Florida EQR program;
  - d. Identification of any respondent expectations regarding participation by the Agency in the activities stated in the implementation plan and dependencies between these implementation activities; and
  - e. Identification of risks and barriers that may be encountered during the implementation phase and the respondent's approach to overcoming them.
8. A detailed description of staff to be assigned to the resulting Contract, including resumes, relevant experience, and certifications.

**Response:**

**Evaluation Criteria:**

1. The adequacy of the respondent's capability to provide services required for the Program based on the description of its cumulative experience in the performance of current or previous contracts for which it is/was the lead Vendor on any Projects that are similar in size, scope, and complexity as the services outlined in this solicitation.
2. The adequacy of the respondent's experience with providing federally mandated and optional EQR-related activities, as defined in 42 CFR 438.358.
3. The adequacy of the respondent's relevant accreditations or certifications that the respondent has received.
4. The adequacy of the respondent's previous innovative approaches implemented to reduce costs or improve the quality of care to Medicaid enrollees.
5. The adequacy of the respondent's draft EQR Implementation Plan including:
  - a. Deadlines and timeframes;
  - b. Staff responsible for each activity/step;

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

- c. Types of policies, procedures, and templates to be developed for the Florida EQR program;
  - d. Identification of any respondent expectations regarding participation by the Agency in the activities stated in the implementation plan and dependencies between these implementation activities; and
  - e. Identification of risks and barriers that may be encountered during the implementation phase and the respondent's approach to overcoming them.
6. The adequacy of the respondent's proposed staff to be assigned to the resulting Contract, including resumes, relevant experience, and certifications.

**Score:** This Section is worth a maximum of 50 raw points with each of the above components being worth a maximum of 5 points each.

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

**SRC# 5: TECHNICAL APPROACH TO VALIDATION OF PERFORMANCE IMPROVEMENT PROJECTS UNDER PROTOCOL 3.**

The respondent shall describe its capability to meet the requirements of the validation of performance improvement projects (PIPs) under EQR Protocol 3 and the services described within **Attachment B**, Scope of Services, **Section II.**, Manner of Service(s) Provision, **Sub-Section B.**, Services Provided by the Vendor, **Item 2.**, Category A: Validation of Performance Improvement Projects. At a minimum, the description shall include:

1. A description of the respondent's experience with both a traditional PIP cycle and a rapid PIP cycle (or similarly expedited PIP cycle), including lessons learned and best practices. The Agency's current approach is the traditional PIP process, which involves an average 3-year improvement cycle. A rapid cycle (or similarly expedited PIP cycle) approach would involve a shorter improvement cycle (approximately 18 months), and will validate whether or not an intervention works more quickly.
2. A description of the respondent's approach for developing, implementing, and managing an expedited PIP cycle, including a reporting schedule.
3. A draft transition plan to move the Agency staff and its health plans from a traditional PIP process to a more streamlined PIP process to include, at a minimum, the following:
  - a. timeline;
  - b. communication and training needs;
  - c. technical assistance;
  - d. types and frequency of data reported;
  - e. potential issues and solutions; and, at a minimum, the below templates:
    - 1) sample PIP Submission Template; and
    - 2) sample PIP Evaluation Template.

**Response:**

**Evaluation Criteria:**

1. The adequacy of the respondent's experience with rapid cycle PIPs (or similarly expedited PIP cycles), traditional PIP cycles and/or developing a streamlined traditional PIP cycle, including lessons learned and best practices.
2. The adequacy of the respondent's plan for developing, implementing, and managing a rapid cycle PIP methodology, including a reporting schedule.
3. The adequacy of the respondent's draft transition plan.
4. The adequacy of the respondent's proposed PIP Submission Template.

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

5. The adequacy of the respondent's proposed PIP Evaluation Template.

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

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

**SRC# 6: TECHNICAL APPROACH TO VALIDATION OF PERFORMANCE MEASURES UNDER PROTOCOL 2.**

The respondent shall demonstrate its capability to provide the requirements described in **Attachment B**, Scope of Services, **Section II.**, Manner of Service(s) Provision, **Sub-Section B.**, Services Provided by the Vendor, **Item 3.**, Category B: Validation of Performance Improvement Projects. At a minimum, the respondent shall provide the following:

1. The respondent's methodology for reviewing the independently audited Medicaid Healthcare Effectiveness Data and Information Set or HEDIS® access and quality of care indicators, the Medicaid HEDIS® Data Submission Tools, and Final Audit reports for each Agency contracted health plan to determine the extent to which Medicaid specific performance measures reported to the Agency are calculated according to Agency specifications.
2. The respondent's methodology for reviewing other quality indicator measurements for the same purpose of validation when HEDIS® measurements are not required by the individual managed care type. The description should include proposed quality indicator measurements.
3. The respondent's methodology to evaluate current Agency practices including specifying the level(s) of material bias and data completeness necessary for performance measures to be considered valid.
4. The respondent's sample template and draft outline for the preliminary and final report of performance measure validation findings.
5. A sample outline for a Plan-Specific Performance Measure Validation Report.

**Response:**

**Evaluation Criteria:**

1. The adequacy of the respondent's methodology for reviewing the independently audited Medicaid HEDIS® access and quality of care indicators, the Medicaid HEDIS® Data Submission Tools, and Final Audit reports for each Agency contracted health plan to determine the extent to which Medicaid specific performance measures reported to the Agency are calculated according to Agency specifications.
2. The adequacy of the respondent's methodology for reviewing other quality indicator measurements for the same purpose of validation when HEDIS® measurements are not required by the individual health plan type, including other proposed quality indicator measurements.



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

3. The adequacy of the respondent's methodology to evaluate current Agency practices specifying the level(s) of material bias and data completeness necessary for performance measures to be considered valid.
4. The adequacy of the respondent's sample template and draft outline for the preliminary and final report of performance measure validation findings.
5. The adequacy of the respondent's outline for a Plan-Specific Performance Measure Validation Report.

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

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

**SRC# 7: TECHNICAL APPROACH TO ASSESSING AGENCY COMPLIANCE REVIEW ACTIVITIES AND RESULTS**

The respondent shall demonstrate its capability to provide the requirements described in **Attachment B**, Scope of Services, **Section II.**, Manner of Service(s) Provision, **Sub-Section B.**, Services Provided by the Vendor, **Item 4.**, Category C: Review of Compliance with Federal Standards. At a minimum, the respondent shall provide the following:

1. A sample outline for a Final Report of Agency Compliance Review Activities and Results.
2. A description of the respondent's approach and experience for conducting compliance reviews and reporting on state compliance review activities as required by the Centers for Medicare and Medicaid Services (CMS) EQR Protocol 1: Assessment of Compliance with Medicaid Managed Care Regulations.
3. A description of the respondent's approach and experience with reviewing a state's established compliance monitoring structure and working with the state to implement and integrate innovative approaches to meet the CMS requirements for compliance with Federal standards.

**Response:**

**Evaluation Criteria:**

1. The adequacy of the respondent's sample outline for a Final Report of Agency Compliance Review Activities and Results.
2. The adequacy of the respondent's approach and experience conducting compliance reviews and reporting on activities as required by the CMS EQR Protocol 1.
3. The adequacy of the respondent's approach and experience with reviewing a state's established compliance monitoring structure and working with the state to implement and integrate innovative approaches to meet the CMS requirements for compliance with Federal standards.

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

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

**SRC# 8: TECHNICAL APPROACH TO VALIDATION OF NETWORK ADEQUACY**

The respondent shall demonstrate its capability to provide the requirements described in **Attachment B**, Scope of Services, **Section II.**, Manner of Service(s) Provision, **Sub-Section B.**, Services Provided by the Vendor, **Item 5.**, Category D: Review of Network Adequacy. At a minimum, the respondent shall provide the following:

1. A detailed description of the respondent's experience with conducting Network Adequacy studies for Medicaid Managed Care programs.
2. A detailed description of the respondent's process for conducting a Network Adequacy study.
3. A proposed sample outline of a Network Adequacy Study report.

**Response:**

**Evaluation Criteria:**

1. The adequacy of the respondent's experience conducting Network Adequacy studies for Medicaid Managed Care programs.
2. The adequacy of the respondent's process for conducting a Network Adequacy study.
3. The adequacy of the respondent's outline for a proposed Network Adequacy Study Report.

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

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

**SRC# 9: TECHNICAL APPROACH TO VALIDATION OF ENCOUNTER DATA**

The respondent shall demonstrate its capability to provide the requirements described in **Attachment B**, Scope of Services, **Section II.**, Manner of Service(s) Provision, **Sub-Section B.**, Services Provided by the Vendor, **Item 6.**, Category E: Encounter Data Validation. At a minimum, the respondent shall include the following:

1. A description of the respondent's proposed encounter data validation processes that ensure the accuracy, completeness, and integrity of encounter data by comparing encounter data with the health plan's administrative data in accordance with CMS EQR Protocol 4: Validation of Encounter Data;
2. A description of the respondent's proposed encounter data validation processes to validate provider-reported encounter data against medical and clinical records; and
3. A detailed description of the respondent's proposed method to provide technical assistance and training to Managed Care staff in data submission, analysis, and a road-map for quality improvement.

**Response:**

**Evaluation Criteria:**

1. The adequacy of the respondent's proposed encounter data validation processes that ensure the accuracy, completeness, and integrity of encounter data by comparing encounter data with the health plan's administrative data in accordance with the applicable EQR Protocol.
2. The adequacy of the respondent's proposed encounter data validation processes to validate provider-reported encounter data against medical and clinical records.
3. The adequacy of the respondent's proposed method to provide technical assistance and training to Managed Care staff in data submission, analysis, and quality improvement.

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

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

**SRC# 10: TECHNICAL APPROACH TO ANNUAL TECHNICAL REPORT**

The respondent shall demonstrate its capability to provide the requirements described in **Attachment B**, Scope of Services, **Section II.**, Manner of Service(s) Provision, **Sub-Section B.**, Services Provided by the Vendor, **Item 7.**, Category F: Annual Technical Report. At a minimum, the respondent shall provide the following:

1. A detailed project work plan, timeline for completion and dissemination of the technical report to the Agency and, upon request, to interested parties.
2. A template and draft outline for the Annual Technical Report and Strategic Executive Summary.
3. A description of the respondent's proposed approach to data collection and analysis used to aggregate data on plan-specific quality outcomes, including timeliness of and access to services.
4. A description of recommendations for comparative analyses, including sources of benchmark data and industry standards.
5. A description of methods for identifying best practices and quality improvement strategies that have demonstrated success;

**Response:**

**Evaluation Criteria:**

1. The adequacy of the respondent's proposed project work plan and timeline for completion and dissemination of the technical report to the Agency and, upon request, to interested parties.
2. The adequacy of the respondent's proposed template and draft outline for the Annual Technical Report and Strategic Executive Summary.
3. The adequacy of the respondent's proposed approach to data collection and analysis used to aggregate data on plan-specific quality outcomes, including timeliness of and access to services.
4. The adequacy of the respondent's proposed recommendations for comparative analyses, including sources of benchmark data and industry standards.
5. The adequacy of the respondent's proposed methods for identifying best practices and quality improvement strategies that have demonstrated success.

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

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

**SRC# 11: TECHNICAL APPROACH TO ADMINISTRATION OF PROVIDER SATISFACTION SURVEYS**

The respondent shall demonstrate its capability to provide the requirements described in **Attachment B**, Scope of Services, **Section II.**, Manner of Service(s) Provision, **Sub-Section B.**, Services Provided by the Vendor, **Item 9.**, Category H: Administration of Provider Satisfaction Surveys.

At a minimum, the respondent shall provide the following:

1. A detailed description of the respondent's experience with administering provider satisfaction surveys.
2. A detailed description of the respondent's process for administering provider satisfaction surveys.
3. A proposed sample outline of a plan-specific report analyzing provider satisfaction survey results, including recommendations for the health plan.

**Response:**

**Evaluation Criteria:**

1. The adequacy of the respondent's experience with administering provider satisfaction surveys.
2. The adequacy of the respondent's process for administering provider satisfaction surveys.
3. The adequacy of the respondent's sample outline for a plan-specific report analyzing provider satisfaction survey results, including recommendations for the health plan.

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

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

**SRC# 12: TECHNICAL APPROACH TO THE MANAGED MEDICAL ASSISTANCE (MMA) PROGRAM AND THE LONG-TERM CARE (LTC) PROGRAM WAIVERS**

The respondent shall demonstrate its capability to provide the requirements described in **Attachment B**, Scope of Services, **Section II.**, Manner of Service(s) Provision, **Sub-Section B.**, Services Provided by the Vendor, **Item 12.**, Category K: Managed Medical Assistance (MMA) Program Waiver and **Item 13.**, Category L: Long-Term Care (LTC) Program Waiver.

At a minimum, the respondent shall provide the following:

1. A description of the respondent's experience with evaluating Medicaid medical assistance programs.
2. A description of the respondent's experience with evaluating Medicaid LTC programs.
3. A description of the respondent's approach for conducting a comprehensive evaluation of Medicaid medical assistance and LTC programs. The description must include the respondent's strategy for incorporating knowledge of how Florida Medicaid programs operate in their approach to develop a comprehensive evaluation that is specific to how Florida Medicaid programs operate.
4. A description of the respondent's strategy for avoiding the overuse of caveats that potentially diminish evaluation findings and ensuring that the Agency is provided with actionable recommendations from evaluation findings.
5. A sample outline of the proposed deliverables essential to conducting a comprehensive evaluation of the MMA and LTC waiver programs.
6. A proposed sample outline of a report evaluating Medicaid medical assistance care and LTC programs comprehensively.
7. A description of the respondent's experience with analyzing data in the evaluation of Medicaid programs.

**Response:**

**Evaluation Criteria:**

1. The adequacy of the respondent's experience with evaluating Medicaid medical assistance programs.
2. The adequacy of the respondent's experience with evaluating LTC programs.

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

3. The adequacy of the respondent's approach for conducting a comprehensive evaluation of the Medicaid medical assistance and LTC waiver programs including the respondent's strategy for incorporating knowledge of how Florida Medicaid programs operate in their approach to develop a comprehensive evaluation that is specific to how Florida Medicaid programs operate.
4. The adequacy of respondent's strategy for avoiding the overuse of caveats that potentially diminish evaluation findings and ensuring that the Agency is provided with actionable recommendations from evaluation findings.
5. The adequacy of the sample outline of the proposed deliverables essential to conducting a comprehensive evaluation of the Medicaid medical assistance and LTC waiver programs.
6. The adequacy of the sample outline for a report evaluating the Medicaid medical assistance and LTC programs comprehensively.
7. The adequacy of the respondent's experience with analyzing data in the evaluation of Medicaid programs.

**Score:** This Section is worth a maximum of 35 raw points with each of the above components being worth a maximum of 5 points each.



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

**SRC# 13: SYSTEM FUNCTIONALITY REQUIREMENTS**

The respondent shall demonstrate its capability and approach to provide the System Functionality Requirements described in **Attachment B**, Scope of Services, **Section X.**, System Functionality.

**Response:**

**Evaluation Criteria:**

1. The adequacy of the respondent's capability and approach to have the capacity (hardware, software, and personnel) sufficient to access and generate all data and reports needed for the Contract resulting from this solicitation.
2. The adequacy of the respondent's capability and approach to comply with the Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health (HITECH) Act.
3. The adequacy of the respondent's capability and approach to have protocols and internal procedures for ensuring system security and the confidentiality of recipient identifiable data.

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

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

**SRC# 14: INFORMATION TECHNOLOGY REQUIREMENTS**

The respondent shall demonstrate its capability and approach to provide the Information Technology Requirements described in **Attachment B**, Scope of Services, **Section XI**, Information Technology.

**Response:**

**Evaluation Criteria:**

The adequacy of the respondent's capability and approach to meet the Information Technology Requirements described in **Attachment B**, Scope of Services, **Section XI**, Information Technology. .

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

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

**SRC# 15: SECURITY RATING SCORE REQUIREMENTS**

The respondent shall demonstrate its capability and approach to meet the requirements described in **Attachment B**, Scope of Services, **Section XI.**, Information Technology, **Sub-Section U.**

**Response:**

**Evaluation Criteria:**

1. The adequacy of the respondent's capability and approach to meet the requirements described in **Attachment B**, Scope of Services, **Section XI.**, Information Technology, **Sub-Section U.**

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

**Category 16: DISASTER RECOVERY REQUIREMENTS**

**SRC# 16:**

The respondent shall demonstrate its capability and approach to meet the requirements described in **Attachment B**, Scope of Services, **Section XII.**, Disaster Recovery.

**Response:**

**Evaluation Criteria:**

1. The adequacy of the respondent's proposed approach and capability to 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.
2. The adequacy of the respondent's proposed approach and capability to ensure the disaster recovery plan limits service interruption to a period of twenty-four (24) clock hours and ensures compliance with all requirements under the resulting Contract.
3. The adequacy of the respondent's proposed approach and capability to ensure the records backup standards and a comprehensive disaster recovery plan shall be developed and maintained by the Vendor for the entire period of the resulting Contract and submitted for review annually by the anniversary date of the resulting Contract.
4. The adequacy of the respondent's proposed approach and capability to ensure it maintains a disaster recovery plan for restoring day-to-day operations including alternative locations for the Vendor to conduct the requirements of the resulting Contract.
5. The adequacy of the respondent's proposed approach and capability to ensure it maintains database backups in a manner that shall eliminate disruption of service or loss of data due to system or program failures or destruction.
6. The adequacy of the respondent's proposed approach and capability to ensure the disaster recovery plan is finalized no later than thirty (30) calendar days prior to the resulting Contract effective date.
7. The adequacy of the respondent's proposed approach and capability to ensure it amends or updates its disaster recovery plan in accordance with the best interests of the Agency and at no additional cost to the Agency.
8. The adequacy of the respondent's proposed approach and capability to ensure it makes all aspects of the disaster recovery plan available to the Agency at all times.

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

9. The adequacy of the respondent's proposed approach and capability to ensure it conducts an annual Disaster Recovery Plan test and submits the results for review to the Agency.

**Score:** This Section is worth a maximum of 45 raw points with each of the above components being worth a maximum of 5 points each.

## EXHIBIT A-5 COST PROPOSAL

**Instructions:**

- A.** Where indicated in **Table A**, Initial Contract below, the respondent shall propose a one-time fixed cost to complete all implementation tasks and activities as specified in the Agency-approved final implementation plan for the initial five (5) year Contract term.
- B.** Where indicated in **Table A**, Initial Contract below, in Categories A through J, the respondent shall propose a fixed unit cost for SFY 2020-2021, SFY 2021-2022, SFY 2022-2023, SFY 2023-2024 and SFY 2024-2025 Operations.
- C.** The respondent must include the required **Exhibit A-5-a**, Detailed Budget with this cost proposal, to support and justify its proposed one-time fixed implementation cost, and each of its proposed Category fixed unit operation year costs for the initial five (5) year Contract term.
- D.** Where indicated in **Table B** below, in Categories A through J, the respondent shall propose a fixed unit cost for SFY 2025-2026, SFY 2026-2027, SFY 2027-2028, SFY 2028-2029 and SFY 2029-2030 Renewal Period Operations.
- E.** The respondent must include the required **Exhibit A-5-b**, Renewal Period Detailed Budget with this cost proposal, to justify and explain each of its proposed Category fixed unit operation year costs for Renewal Period Operations.

<b>TABLE A – INITIAL CONTRACT</b>	
<b>Implementation Cost</b>	
<b>Proposed Fixed <u>One-Time</u> Implementation Cost</b>	<b>\$</b>
<b>CATEGORY A – Year One (1) through Year Five (5) Operations (July 1, 2020 through June 30, 2025) Validation of Performance Improvement Projects</b>	
<b>Proposed Fixed <u>Unit Cost</u> per Performance Improvement Plan</b>	<b>\$</b>
<b>CATEGORY B – Year One (1) through Year Five (5) Operations (July 1, 2020 through June 30, 2025) Validation of Performance Measures</b>	
<b>Proposed Fixed <u>Unit Cost</u> per Health Plan</b>	<b>\$</b>
<b>CATEGORY C – Year One (1) through Year Five (5) Operations (July 1, 2020 through June 30, 2025) Review of Compliance with Federal Standards</b>	
<b>Proposed <u>Hourly Rate</u> per Completed Required Services</b>	<b>\$</b>
<b>CATEGORY D – Year One (1) through Year Five (5) Operations (July 1, 2020 through June 30, 2025) Review of Network Adequacy</b>	
<b>Proposed Fixed <u>Unit Cost</u> per Health Plan</b>	<b>\$</b>

<b>CATEGORY E – Year One (1) through Year Five (5) Operations (July 1, 2020 through June 30, 2025) Encounter Data Validation</b>	
<b>Proposed Fixed <u>Unit Cost</u> per Comparative Analysis Per Health Plan</b>	<b>\$</b>
<b>CATEGORY F – Year One (1) through Year Five (5) Operations (July 1, 2020 through June 30, 2025) Annual Technical Report</b>	
<b>Proposed Fixed <u>Unit Cost</u> per Report</b>	<b>\$</b>
<b>CATEGORY G – Year One (1) through Year Five (5) Operations (July 1, 2020 through June 30, 2025) Dissemination and Meetings</b>	
<b>Proposed Fixed <u>Unit Cost</u> per Medicaid Quality Meeting</b>	<b>\$</b>
<b>Proposed Fixed <u>Unit Cost</u> per Quarter for Maintenance of Secure Web Portal</b>	<b>\$</b>
<b>CATEGORY H – Year One (1) through Year Five (5) Operations (July 1, 2020 through June 30, 2025) Administration of Provider Satisfaction Surveys</b>	
<b>Proposed Fixed <u>Unit Cost</u> per Documented Completion of Administering a Survey</b>	<b>\$</b>
<b>Proposed Fixed <u>Unit Cost</u> per Report</b>	<b>\$</b>
<b>CATEGORY I – Year One (1) through Year Five (5) Operations (July 1, 2020 through June 30, 2025) Quality Initiatives</b>	
<b>Proposed <u>Hourly Rate</u> per Documented Completion of Services</b>	<b>\$</b>
<b>Proposed Fixed <u>Unit Cost</u> per Report</b>	<b>\$</b>
<b>CATEGORY J – Year One (1) through Year Five (5) Operations (July 1, 2020 through June 30, 2025) Technical Assistance on External Quality Review Related Projects</b>	
<b>Proposed <u>Hourly Rate</u> per Completed Technical Assistance</b>	<b>\$</b>
<b>CATEGORY K &amp; L – Year One (1) through Year Five (5) Operations (July 1, 2020 through June 30, 2025) Managed Medical Assistance Program Waiver Program and the Long-Term Care Waiver Program Comprehensively</b>	
<b>Proposed Fixed <u>Unit Cost</u> per Report</b>	<b>\$</b>

<b>TABLE B – RENEWAL PRICING</b>	
<b>CATEGORY A – Year Six (6) through Year Ten (10) Operations (July 1, 2025 through June 30, 2030) Validation of Performance Improvement Projects</b>	
<b>Proposed Fixed <u>Unit Cost</u> per Performance Improvement Plan</b>	<b>\$</b>
<b>CATEGORY B – Year Six (6) through Year Ten (10) Operations (July 1, 2025 through June 30, 2030) Validation of Performance Measures</b>	
<b>Proposed Fixed <u>Unit Cost</u> per Health Plan</b>	<b>\$</b>
<b>CATEGORY C – Year Six (6) through Year Ten (10) Operations (July 1, 2025 through June 30, 2030) Review of Compliance with Federal Standards</b>	
<b>Proposed <u>Hourly Rate</u> per Completed Required Services</b>	<b>\$</b>
<b>CATEGORY D – Year Six (6) through Year Ten (10) Operations (July 1, 2025 through June 30, 2030) Review of Network Adequacy</b>	
<b>Proposed Fixed <u>Unit Cost</u> per Health Plan</b>	<b>\$</b>
<b>CATEGORY E – Year Six (6) through Year Ten (10) Operations (July 1, 2025 through June 30, 2030) Encounter Data Validation</b>	
<b>Proposed Fixed <u>Unit Cost</u> per Comparative Analysis Per Health Plan</b>	<b>\$</b>
<b>CATEGORY F – Year Six (6) through Year Ten (10) Operations (July 1, 2025 through June 30, 2030) Annual Technical Report</b>	
<b>Proposed Fixed <u>Unit Cost</u> per Report</b>	<b>\$</b>
<b>CATEGORY G – Year Six (6) through Year Ten (10) Operations (July 1, 2025 through June 30, 2030) Dissemination and Meetings</b>	
<b>Proposed Fixed <u>Unit Cost</u> per Medicaid Quality Meeting</b>	<b>\$</b>
<b>Proposed Fixed <u>Unit Cost</u> per Quarter for Maintenance of Secure Web Portal</b>	<b>\$</b>
<b>CATEGORY H – Year Six (6) through Year Ten (10) Operations (July 1, 2025 through June 30, 2030) Administration of Provider Satisfaction Surveys</b>	
<b>Proposed Fixed <u>Unit Cost</u> per Documented Completion of Administering a Survey</b>	<b>\$</b>
<b>Proposed Fixed <u>Unit Cost</u> per Report</b>	<b>\$</b>



<b>CATEGORY I – Year Six (6) through Year Ten (10) Operations (July 1, 2025 through June 30, 2030) Quality Initiatives</b>	
Proposed <u>Hourly Rate</u> per Documented Completion of Services	\$
Proposed Fixed <u>Unit Cost</u> per Report	\$
<b>CATEGORY J – Year Six (6) through Year Ten (10) Operations (July 1, 2025 through June 30, 2030) Technical Assistance on External Quality Review Related Projects</b>	
Proposed <u>Hourly Rate</u> per Completed Technical Assistance	\$
<b>CATEGORY K &amp; L – Year Six (6) through Year Ten (10) Operations (July 1, 2025 through June 30, 2030) Managed Medical Assistance Program Waiver Program and the Long-Term Care Waiver Program Comprehensively</b>	
Proposed Fixed <u>Unit Cost</u> per Report	\$

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Official Printed Name

\_\_\_\_\_  
Authorized Official Title

1. The intent of this solicitation is to solicit a firm fixed price implementation fee; a fixed unit cost operations fee for the remainder of the original term of the resulting Contract; a fixed monthly operations fee for any renewal period; and a fixed unit cost operations fee for the optional expansion of existing services.
2. 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.
3. The Agency will not agree to caveat language for pricing within this Exhibit A-5, Cost Proposal, including Exhibits A-5-a, Detailed Budget and A-5-b, Renewal Period 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.

4. In the event the resulting Contract is renewed, the costs outlined in Exhibits A-5, Cost Proposal and A-5-b, Renewal Period Detailed Budget shall apply for the renewal period(s).
5. 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

## Part 1

The following proposed budget shall include costs involved in providing the services specified in this solicitation on a per unit basis, and shall support the proposed fixed one-time implementation cost and each of the five (5) fixed unit operations year costs.

Description of Services	Cost Year One & Implementation Cost	Cost Year Two	Cost Year Three	Cost Year Four	Cost Year Five
Implementation Period	\$				
Category A: Validation of Performance Improvement Projects	\$	\$	\$	\$	\$
Category B: Validation of Performance Measures	\$	\$	\$	\$	\$
Category C: Review of Compliance with Federal Standards	\$	\$	\$	\$	\$
Category D: Review of Network Adequacy	\$	\$	\$	\$	\$
Category E: Encounter Data Validation	\$	\$	\$	\$	\$
Category F: Annual Technical Report	\$	\$	\$	\$	\$
Category G: Dissemination and Meetings	\$	\$	\$	\$	\$
Category H: Administration of Provider Satisfaction Surveys	\$	\$	\$	\$	\$
Category I: Quality Initiatives	\$	\$	\$	\$	\$
Category J: Technical Assistance on External Quality Review Related Projects	\$	\$	\$	\$	\$
Category K & L: Managed Medical Assistance Program Waiver Program and the Long-Term Care Waiver Program Comprehensively	\$	\$	\$	\$	\$
Total (Implementation Period through Category L)	\$	\$	\$	\$	\$

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# EXHIBIT A-5-a DETAILED BUDGET

## Part 2

Description of Expenses	Cost Year One & Implementation Cost	Year Two Operations	Year Three Operations	Year Four Operations	Year Five Operations
<b>DIRECT PERSONNEL</b>					
Salaries	\$	\$	\$	\$	\$
Fringe Benefits	\$	\$	\$	\$	\$
Contracted Personnel	\$	\$	\$	\$	\$
Temporary Personnel	\$	\$	\$	\$	\$
<b>TOTAL PERSONNEL</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>OTHER DIRECT</b>					
Office Supplies	\$	\$	\$	\$	\$
Postage, Shipping, Fulfillment	\$	\$	\$	\$	\$
Software, hardware	\$	\$	\$	\$	\$
Equipment Rental/Purchase	\$	\$	\$	\$	\$
Office Rent (Occupancy)	\$	\$	\$	\$	\$
Printing/Graphics (Materials)	\$	\$	\$	\$	\$
Telephone Charges	\$	\$	\$	\$	\$
Professional Services	\$	\$	\$	\$	\$
Advertising	\$	\$	\$	\$	\$
Training, Licensing, Recruiting	\$	\$	\$	\$	\$
Legal, Taxes, Misc.	\$	\$	\$	\$	\$
Other Direct:	\$	\$	\$	\$	\$
<b>TOTAL OTHER DIRECT</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>CAPITAL</b>					
Telecommunications Equipment	\$	\$	\$	\$	\$
Computer Equipment	\$	\$	\$	\$	\$
Furniture	\$	\$	\$	\$	\$
Installation/Construction	\$	\$	\$	\$	\$
Other Capital:	\$	\$	\$	\$	\$
<b>TOTAL CAPITAL</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>INDIRECT</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Overhead and Profit	\$	\$	\$	\$	\$
<b>TOTAL INDIRECT</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>TOTAL PERSONNEL</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>TOTAL DIRECT</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>TOTAL CAPITAL</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>TOTAL INDIRECT</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>TOTAL CONTRACT EXPENSES*</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Official Printed Name

\_\_\_\_\_  
Authorized Official Title

1. 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 detailed budget that exceeds the Agency's maximum contract amount will be rejected.
2. The Agency will not agree to caveat language for pricing within this Exhibits 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.
3. Failure to submit Exhibit A-5-a, Detailed Budget, signed by an authorized official may result in the rejection of response.
4. 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.

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## EXHIBIT A-5-b RENEWAL PERIOD DETAILED BUDGET

### Part 1

The following proposed budget shall include costs involved in providing the services specified in this solicitation on a per unit basis for the optional renewal periods for each category of service.

Description of Services	Cost Renewal Year 1	Cost Renewal Year 2	Cost Renewal Year 3	Cost Renewal Year 4	Cost Renewal Year 5
Category A: Validation of Performance Improvement Projects	\$	\$	\$	\$	\$
Category B: Validation of Performance Measures	\$	\$	\$	\$	\$
Category C: Review of Compliance with Federal Standards	\$	\$	\$	\$	\$
Category D: Review of Network Adequacy	\$	\$	\$	\$	\$
Category E: Encounter Data Validation	\$	\$	\$	\$	\$
Category F: Annual Technical Report	\$	\$	\$	\$	\$
Category G: Dissemination & Meetings	\$	\$	\$	\$	\$
Category H: Administration of Provider Satisfaction Surveys	\$	\$	\$	\$	\$
Category I: Quality Initiatives	\$	\$	\$	\$	\$
Category J: Technical Assistance for External Quality Review Related Projects	\$	\$	\$	\$	\$
Category K & L: Managed Medical Assistance Program Waiver Program & the Long-Term Care Waiver Program Comprehensively	\$	\$	\$	\$	\$
<b>Total (Implementation through Category L)</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

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**EXHIBIT A-5-b  
RENEWAL PERIOD DETAILED BUDGET**

**Part 2**

Description of Expenses	Cost Renewal Year 1	Cost Renewal Year 2	Cost Renewal Year 3	Cost Renewal Year 4	Cost Renewal Year 5
<b>DIRECT PERSONNEL</b>					
Salaries	\$	\$	\$	\$	\$
Fringe Benefits	\$	\$	\$	\$	\$
Contracted Personnel	\$	\$	\$	\$	\$
Temporary Personnel	\$	\$	\$	\$	\$
<b>TOTAL PERSONNEL</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>OTHER DIRECT</b>					
Office Supplies	\$	\$	\$	\$	\$
Postage, Shipping, Fulfillment	\$	\$	\$	\$	\$
Software, hardware	\$	\$	\$	\$	\$
Equipment Rental/Purchase	\$	\$	\$	\$	\$
Office Rent (Occupancy)	\$	\$	\$	\$	\$
Printing/Graphics (Materials)	\$	\$	\$	\$	\$
Telephone Charges	\$	\$	\$	\$	\$
Professional Services	\$	\$	\$	\$	\$
Advertising	\$	\$	\$	\$	\$
Training, Licensing, Recruiting	\$	\$	\$	\$	\$
Legal, Taxes, Misc.	\$	\$	\$	\$	\$
Other Direct:	\$	\$	\$	\$	\$
<b>TOTAL OTHER DIRECT</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>CAPITAL</b>					
Telecommunications Equipment	\$	\$	\$	\$	\$
Computer Equipment	\$	\$	\$	\$	\$
Furniture	\$	\$	\$	\$	\$
Installation/Construction	\$	\$	\$	\$	\$
Other Capital:	\$	\$	\$	\$	\$
<b>TOTAL CAPITAL</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>INDIRECT</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Overhead and Profit	\$	\$	\$	\$	\$
<b>TOTAL INDIRECT</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>TOTAL PERSONNEL</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>TOTAL DIRECT</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>TOTAL CAPITAL</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>TOTAL INDIRECT</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>TOTAL CONTRACT EXPENSES*</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

**EXHIBIT A-5-b  
RENEWAL PERIOD DETAILED BUDGET**

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

\_\_\_\_\_  
**Authorized Official Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Official Printed Name**

\_\_\_\_\_  
**Authorized Official Title**

1. **The Agency will not agree to caveat language for pricing within this Exhibits A-5-b, Renewal Period 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.**
2. **In the event the resulting Contract is renewed, the costs outlined in Exhibits A-5, Cost Proposal and A-5-b, Renewal Period Detailed Budget shall apply for the renewal period(s).**
3. **Failure to submit Exhibit A-5-b, Renewal Period Detailed Budget, signed by an authorized official may result in the rejection of response.**
4. **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.**

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## EXHIBIT A-6 SUMMARY OF RESPONDENT COMMITMENTS

Respondents may identify and propose innovative and added value services such as additional services or standards which exceed the minimum requirements of this solicitation. Innovative and added value services are services beyond the submission requirements contained in **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response). Innovative and added value services are negotiable and respondents should have the costs associated with them available at negotiations. Innovative and added value services shall not be included in the respondent's Cost Proposal (**Exhibit A-5 and Exhibit A-5-a**). The Agency will not evaluate innovative and added value services as part of the evaluation process. The Agency will review and utilize this Exhibit during the negotiation process, for respondents who are invited to negotiations.

The Agency reserves the right to include any or all innovations or added value services listed herein or as negotiated as part of the resulting Contract.

			Was the Proposed Innovation and/or Added Value Service Previously Included in the Response to Exhibit A-4, for Agency evaluation?	
Solicitation Section Reference	Service/Category	Narrative Description of Innovation	Yes	No*
<i>Example: Exhibit A-4., Category 5., Item a.</i>	Customer Service			

**EXHIBIT A-6**  
**SUMMARY OF RESPONDENT COMMITMENTS**

\*The Agency anticipates a respondent may propose innovations and added value services which exceed those captured in the respondent's submission requirement responses in **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response). Additional innovations and added value services over and above those captured in **Exhibit A-4** will be considered during the negotiation process. If the respondent did not include the proposed innovation and/or added value services as part of its response in **Exhibit A-4**, the Respondent should answer "No".

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

\_\_\_\_\_  
**Authorized Official Signature** **Date**

\_\_\_\_\_  
**Authorized Official Printed Name**

\_\_\_\_\_  
**Authorized Official Title**

**EXHIBIT A-7**  
**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-8  
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,

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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/](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](mailto:info@pride-enterprises.org)  
(727) 556-3300  
Toll Free: 1-800-643-8459  
Fax: (727) 570-3366

**2. RESPECT of Florida**

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, 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](http://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](http://www.myfloridacfo.com/aadir/interest.htm). Payments to health care providers for hospital, medical or other health care services, shall be made not more than thirty five (35) calendar days from the date eligibility for payment is determined, and the daily interest rate is .0003333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the State Office of Financial Regulation Consumer Helpline, 1-877-693-5236.

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

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**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:

**Name**

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**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 31<sup>st</sup> 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:**

**TITLE:**

**DATE:**

**SAMPLE**

\_\_\_\_\_

\_\_\_\_\_

**SIGNED  
BY:**

**NAME:**

**TITLE:**

**DATE:**

**SAMPLE**

\_\_\_\_\_

\_\_\_\_\_

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

VENDOR FISCAL YEAR ENDING DATE: **DATE**

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List of Attachments included as part of this Contract:

Specify Type	Letter/ Number	Description
<b>Attachment</b>	<b>I</b>	Scope of Services ( <b>NUMBER</b> Pages)
<b>Attachment</b>	<b>II</b>	Business Associate Agreement (4 Pages)
<b>Attachment</b>	<b>III</b>	Certification Regarding Lobbying (1 Page)
<b>Attachment</b>	<b>IV</b>	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

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

**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

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

**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.

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**CERTIFICATION**

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

Signature \_\_\_\_\_

Name and Title of Authorized Signatory \_\_\_\_\_

**SAMPLE**

# ATTACHMENT B SCOPE OF SERVICES

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# **ATTACHMENT B SCOPE OF SERVICES**

## **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 State of Florida has offered Medicaid services since 1970. Medicaid is funded by both the State and Federal government to provide health care coverage for eligible children, seniors, disabled adults, parents of children and pregnant women.

In 2002, the Federal Centers for Medicare and Medicaid Services (CMS) released final rules for the Balanced Budget Act (BBA) passed by Congress in 1997. Implemented in August 2003, the rules represented the first comprehensive revision to Federal statutes governing Medicaid managed care in over a decade.

The BBA rules require each state Medicaid agency contracting with a managed care organization (MCO) to develop and implement a written strategy to assess and improve the quality of managed care services. (See 42 Code of Federal Regulations (CFR) 438.202.) The strategy must comply with the provisions established by the Department of Health and Human Services (DHHS) issued in the Federal Register.

The BBA requires that the quality strategy either adopt (1) DHHS protocols for independent external review of MCO compliance with Federal quality standards (See 42 CFR 438.358), released by DHHS February 11, 2003; or (2) be consistent with them. Pursuant to this directive, the Agency implemented the Medicaid Managed Care External Quality Review (EQR) Program.

The 2011 Florida Legislature passed the House Bill 7107 (creating part IV of Chapter 409, Florida Statutes (F.S.)) to establish the Florida Medicaid program as a statewide, integrated managed care program for all covered services. The Vendor may find information related to the Statewide Medicaid Managed Care (SMMC) program is found at the below link:

[http://ahca.myflorida.com/medicaid/statewide\\_mc/index.shtml](http://ahca.myflorida.com/medicaid/statewide_mc/index.shtml)

The SMMC program has three components: the Managed Medical Assistance (MMA) program, the Long-term Care (LTC) program and the Dental program. The Agency submitted an 1115 demonstration waiver application and received approval from Federal CMS on July 31, 2014 to operate the MMA program. The Special Terms and Conditions (STCs) approved by Federal CMS require that an independent evaluator conduct an evaluation of the MMA demonstration. The Agency received approval from Federal CMS on February 1, 2013, under Section 1915 (b) and (c) waivers, to administer the LTC program. Federal CMS requires that an independent assessment be completed and submitted for the first two (2) approval periods of a Section 1915 (b) waiver.

The Vendor may find information related to the MMA Program Waiver in Category K at the below link:

[http://ahca.myflorida.com/medicaid/Policy\\_and\\_Quality/Policy/federal\\_authorities/federal\\_waivers/mma\\_fed\\_auth.shtml](http://ahca.myflorida.com/medicaid/Policy_and_Quality/Policy/federal_authorities/federal_waivers/mma_fed_auth.shtml)

## **ATTACHMENT B SCOPE OF SERVICES**

The Vendor may find information related to the LTC Program Waiver in Category L at the below link:

[http://ahca.myflorida.com/medicaid/Policy\\_and\\_Quality/Policy/federal\\_authorities/federal\\_waivers/ltc\\_fed\\_auth.shtml](http://ahca.myflorida.com/medicaid/Policy_and_Quality/Policy/federal_authorities/federal_waivers/ltc_fed_auth.shtml)

Currently, activities for the EQR program, MMA program evaluation, and LTC program evaluation are conducted through separate contracts, with different vendors providing the services for each program. The Agency's goal is to transition from individual contracts for each program to one contract, where the vendor that is conducting the EQR program activities will also provide a comprehensive, independent assessment of the MMA and LTC programs.

### **B. Overview/Purpose**

State Medicaid agencies are required to ensure that a qualified External Quality Review Organization (EQRO) perform an annual EQR for each contracting managed care organization (MCO), Prepaid Ambulatory Health Plan (PAHP) or Prepaid Inpatient Health Plan (PIHP), hereinafter referred to as health plan. (See 42 CFR 438.350.) The Agency's dental program provides benefits through prepaid ambulatory health plans (PAHPs); therefore, the dental program is also required to be covered under EQR activities. The data obtained from the mandatory EQR activities, must be used for the annual EQR.

The purpose of this solicitation is to solicit proposals from qualified external quality review organizations for the Agency's EQR activities and to conduct a comprehensive, independent assessment of the MMA and LTC programs. At a minimum, the Agency intends to achieve the following goals:

- To establish a cost efficient contract for external quality review services that drives health care quality improvement for the Agency.
- To secure a vendor that is not only an independent reviewer of the Agency and health plan compliance with Federal requirements as they pertain to Medicaid external quality review, but also a strategic partner in improving quality of care and providing innovative approaches on how to address health care needs.
- To secure a strategic partner that understands the needs of Florida, its health care landscape, demographics and diversity of its population, geography, and the overarching vision and mission of the Agency.
- To ensure the best value for the Agency and for the State of Florida.

### **C. Order of Precedence**

The Vendor shall perform its contracted duties in accordance with this Contract, AHCA ITN 005-19/20, including all addenda, the Vendor's Response to AHCA ITN 005-19/20 and information provided through negotiations. In the event of conflict among contract documents, any identified inconsistency in this Contract shall be resolved by giving precedence in the following order:

## **ATTACHMENT B SCOPE OF SERVICES**

1. This Contract, including all attachments, exhibits and any subsequent amendments;
2. AHCA ITN 005-19/20, including all addenda; and
3. The Vendor's response to AHCA ITN 005-19/20, including information provided through negotiations.

### **II. Manner of Service(s) Provision**

#### **A. Services Provided by the Agency**

The Agency shall provide the following to assist the Vendor in meeting the requirements of this Contract:

1. Monitor and evaluate the Vendor's compliance with the requirements of this Contract. The Agency reserves the right to request additional information in support of monitoring the Vendor's performance to ensure compliance with the requirements of this Contract;
2. Review of all deliverables (i.e., reports, invoices, documents, etc.) submitted by the Vendor. The Agency reserves the right to approve, deny or require revision to any submitted deliverables;
3. Provide or arrange to provide certain information and data to be used by the Vendor. The frequency with which this information will be provided shall be arranged between the Agency and the Vendor;
4. Provide or arrange to provide responses to Vendor recommendations related to EQR-related activities at an agreed upon date to assist the Vendor in completion of the Annual Technical Report, as defined in Section II., Manner of Service(s) Provision, Sub-Section B., Services Provided by the Vendor, Item 7., Category F: Annual Technical Report;
5. Interpret any Contract requirement at the written request of the Vendor. When an interpretation of this Contract is sought, the Vendor shall submit a written request to the Agency's designated Contract Manager;
6. Provide the Vendor with Agency held data and with reports submitted by the health plans for EQRO activities; and
7. Facilitate the health plans' submission of health plan data and reports to the EQRO as needed.

#### **B. Services Provided by the Vendor**

##### **1. General Responsibilities**

The Vendor shall perform EQR-related activities as set forth in 42 CFR 438.358 and shall be in accordance with the most recent protocols set forth by Federal CMS, unless otherwise approved by Federal CMS and the Agency. The EQR-related activities are included herein as Categories A. through J., below.



## **ATTACHMENT B SCOPE OF SERVICES**

In addition to the EQR-related activities, the Vendor shall also ensure Agency compliance with the 1115 MMA waiver requirements and the 1915(b) LTC waiver requirements (Categories K. and L., below). Provision of Categories K. and L. are contingent upon successful negotiation of the services through the solicitation process.

### **2. Category A: Validation of Performance Improvement Projects**

#### **a. Background**

The health plans are required to follow contractual requirements for developing, implementing, managing, submitting, and monitoring performance improvement projects (PIP or PIPs). This section contains the general requirements for health plans, as required by the SMMC Core Contract Requirements. The SMMC model contracts, including the exhibits, can be found at the below link:

[http://ahca.myflorida.com/medicaid/statewide\\_mc/plans\\_FY18-23.shtml](http://ahca.myflorida.com/medicaid/statewide_mc/plans_FY18-23.shtml)

The health plans are required to develop, implement, and monitor PIPs. The health plans must achieve significant improvement in the quality of care and service delivery, through ongoing measurement of performance using objective quality indicators and ongoing interventions, sustained over time.

The health plans' PIP methodologies must comply with the most recent EQR protocols set forth by Federal CMS, Implementation of PIPs. Federal CMS protocols may be obtained from the below link:

<https://www.medicaid.gov/medicaid/quality-of-care/medicaid-managed-care/external-quality-review/index.html>

#### **b. The Vendor shall provide the following, at a minimum, in meeting the requirements of this Contract:**

- 1)** Use the current mandatory Federal CMS protocol for conducting external quality reviews of PIPs to determine whether a health care quality performance improvement project was designed, conducted, and reported in a methodologically sound manner and in accordance with applicable Federal rules and regulations including 42 CFR, Part 438;
- 2)** Incorporate Plan-Do-Study-Act (PDSA) components into the PIP framework and methodology to further quality improvement. The Vendor shall determine which interventions will be tested using a series of PDSA cycles, by analyzing the real-time data methodology, process mapping, and/or failure modes effect analysis (FMEA) provided by the health plans;

## **ATTACHMENT B SCOPE OF SERVICES**

- 3) Provide ongoing validation of each health plans' PIPs. Provide ongoing pseudo-validation of each health plans' PIPs (as directed by the Agency) in instances where a standard validation cannot be completed. The pseudo-validation will consist of the Vendor providing feedback and recommendations instead of complete validation;
- 4) Provide technical assistance and feedback to the Agency and to the health plans in the form of conference calls, emails, and occasional in-person meetings (when necessary and mutually arranged), at no additional cost to the Agency. In providing technical assistance to the plans, the Vendor shall ensure that it identifies best practices and effective interventions of individual health plans, as well as potential for collaboration where there is a similarity across the health plans. The Vendor shall also provide education on the use of quality improvement tools and understanding the process of PIP life cycles for improvement in providing technical assistance;
- 5) Review PIP plans and results as well as Agency priorities in order to summarize best practices and to identify potential statewide collaborative projects that could be conducted during each contract year. The Vendor shall work with the Agency to select the topics for statewide implementation and then develop potential methodologies for such projects;
- 6) Review the Agency's traditional PIP approach and work with the Agency to develop and transition to a more streamlined PIP approach to ensure that quality improvement can occur more quickly; and
- 7) Develop templates and tools to assist the Agency and health plans in ensuring that approved PIP projects are valid and develop tools for evaluating the PIP projects. Tools and templates shall be considered part of the deliverable for PIPs at no additional cost to the Agency. Required tools and templates should be based, at a minimum, on the most recent EQR Protocol 3: Validating Performance Improvement Projects that is set forth by Federal CMS.

### **3. Category B: Validation of Performance Improvement Projects**

#### **a. Background**

- 1) States are required to evaluate the accuracy of Medicaid performance measures reported by or on behalf of each health plan and determine the extent to which Medicaid-specific performance measure calculations followed state specifications. (See 42 CFR 438.358(b)(1)(ii))
- 2) All health plans authorized to transact business in the State of Florida are required to report to the Agency access and quality

## **ATTACHMENT B SCOPE OF SERVICES**

indicator data for Florida members covered under commercial, Medicaid and Medicare lines of business. Indicator data for each calendar year period are to be submitted by health plans no later than July 1<sup>st</sup> of the following year. (See Chapter 59B-13, Florida Administrative Code (FAC))

- 3)** As part of the Agency's annual reporting requirements and under the uniform data specification section of Chapter 59B-13, F.A.C., most of the health plans must use the Healthcare Effectiveness Data and Information Set or HEDIS® technical specifications for the calculation of indicators of access and quality of care required by the state. The remaining health plans must report other quality indicator data. Each health plan must deliver to the Agency with its annual submission of indicator data a certification by an independent National Committee for Quality Assurance (NCQA) certified auditor approved by the Agency. The independent auditor must certify that, in the indicator data reported to the Agency for the calendar year, there is a fair and accurate representation of the specified health care services afforded to Florida Medicaid enrollees.
  - 4)** Health plans utilizing HEDIS® are required to report independently audited data for Florida Medicaid members calculated according to HEDIS® technical specifications for HEDIS® defined measures and Agency defined measures. The health plans must report these measures annually. An aggregate assessment of HEDIS® data from independent audits reported by health plans is used by the Agency to annually evaluate plan performance levels.
- b.** The Vendor shall provide the following, at a minimum, in meeting the requirements of this Contract:
- 1)** Review the independently audited Medicaid HEDIS® access and quality of care indicators, Medicaid HEDIS® Data Submission Tools, and Final Audit reports for each health plan to determine the extent to which Medicaid-specific performance measures reported to the Agency are calculated according to Agency specifications (i.e., HEDIS®, Medicaid Adult and Child Core set, Dental Quality Alliance, and Agency-defined technical specifications). Where HEDIS® measurements are not required by the individual health plan type, the same type of information shall be reviewed for other quality indicators measurement for the same purpose of validation; and
  - 2)** Compile its validation activities to produce a report annually on statewide and plan-specific performance measure validation activities and findings in accordance with the EQR Protocol for Validation of Performance Measures Reported by the health plan. The report shall include any areas of concern for performance measures reported by health plans and recommendations to the Agency for ways to improve and streamline validation of

## **ATTACHMENT B SCOPE OF SERVICES**

performance measures reported by the plans, including whether the Agency should explore calculating the measures on behalf of the health plans.

### **4. Category C: Review of Compliance with Federal Standards**

#### **a. Background**

The Agency follows a process to conduct the compliance reviews that ensure consistency with the intent of the Federal CMS protocol regarding compliance with the Balanced Budget Act of 1997 (BBA) requirements. The Agency monitors its health plans to ensure that they comply with access, measurement, and structure and operations standards through various methods of review, including, but not limited to, weekly reviews of enrollee and provider complaints, analysis of required reports submitted by health plans, secret shopper calls to determine network adequacy and access to appointments, and site visits related to marketing, and verification of the health plans' provider networks. If health plans are out of compliance with their contract, the Agency may impose corrective actions, monetary liquidated damages, and sanctions (monetary or non-monetary). Compliance actions and associated liquidated damages, corrective action plans, and sanctions are posted publicly on the Agency's website.

EQR Protocol 1: Assessment of Compliance with Medicaid Managed Care Regulations, describes the process that states or their contractors may use every three (3) years to determine a health plan's compliance with Federal Medicaid managed care regulations. The Agency conducts its own assessment of plans' compliance with Federal Medicaid managed care regulations; therefore, the Vendor shall be responsible for drafting a final report describing the State's activities. (See 42 C.F.R § 438.350.)

#### **b. The Vendor shall provide the following, at a minimum, in meeting the requirements of this Contract:**

- 1)** Review the Agency's compliance review activities to ensure the activities are in accordance with Federal CMS requirements for compliance with Federal standards;
- 2)** Review the Agency's established compliance monitoring structure and strategically plan, with the Agency, ways to implement and integrate innovative approaches to meet the Federal CMS requirements for compliance with Federal standards;
- 3)** A description of the scope of the project including responsibilities, activities and proposed number of hours to complete the project for Agency review and approval. An example of a project that may be used under this category is the development of tools and templates to assist the Agency with conducting its own compliance reviews that are consistent with Federal CMS requirements for compliance with Federal standards and/or modify the Agency's established tools and templates. Tools and

## **ATTACHMENT B SCOPE OF SERVICES**

templates should at a minimum, assist the Agency with meeting the requirements established in EQR Protocol 1.;

- 4) A description of the required deliverables and the performance evaluation requirements to determine satisfactory completion of a deliverable;
- 5) A timeline and due dates for the deliverables; and
- 6) Submission of timesheets and applicable documentation to support the invoice(s).

### **5. Category D: Review of Network Adequacy**

#### **a. Background**

The 2016 Medicaid managed care final rule requires states to ensure that health plans maintain sufficient provider networks to provide adequate access to covered services for all enrollees. (See 42 CFR §438.68, §438.206, §457.1218, and §457.1230.) It requires states to develop provider network standards based on reasonable travel time and distance from enrollee homes to provider sites; strengthens requirements for states to monitor enrollees' access to care; and addresses the needs of people with disabilities or other special needs who increasingly are enrolled in health plans. States must conduct the EQR-related activity relating to the validation of network adequacy. Once the EQR protocol for the validation of network adequacy activity is published, the Vendor shall conduct the study in accordance with the requirements specific to the associated EQR-related activity protocol.

#### **b. Upon Federal CMS' release of the protocol for the validation of network adequacy, the Vendor shall provide the following, at a minimum, in meeting the requirements of this Contract:**

- 1) Validate each health plan's network adequacy during the preceding twelve (12) months annually. (See 42 CFR §438.358(2)(b)(1)(iv), and 42 CFR §438.14(b)(1).);
- 2) Adopt procedures required by any new relevant protocols and incorporate any best practices, guidelines, or toolkits issued by Federal CMS for network adequacy studies;
- 3) Establish a procedure to verify that each health plan is delivering the benefits within the required time frames, and that each health plan has an adequate provider network to ensure the effective and efficient delivery of health care services to Florida Medicaid enrollees;
- 4) Evaluate the adequacy of each health plan network using NCQA standards or other nationally recognized standards that will produce a statistically valid review; and

## **ATTACHMENT B SCOPE OF SERVICES**

- 5) Submission of timesheets and applicable documentation to support the invoice(s).

### **6. Category E: Encounter Data Validation**

#### **a. Background**

States are required to ensure that each health plan maintains a health information system that collects, analyzes, integrates and reports data and can achieve the objectives of this subpart. The health information system must provide information on areas including, but not limited to, utilization, grievances and appeals and disenrollment for reasons other than loss of Medicaid eligibility. (See 42 CFR 438.242)

All capitated health plans are required to submit encounters to Florida's Medicaid Fiscal Agent for all health care services rendered to their enrollees (excluding services paid directly by the Agency on a fee-for-service basis). Medicaid encounter data must be submitted in Version 5010, Version D.0 and Version 3.0, to ensure compliance with national standards. (See 45 CFR Part 162)

Encounter data provide a source of comparative information for health plans and is used for purposes such as monitoring service utilization, evaluating access and continuity for service issues, monitoring and developing quality and performance indicators, studying special populations and priority areas, and cost effectiveness analyses.

Data validation of the health plan's administrative systems and processes is essential to ensuring that encounter data submitted to the State is complete and accurately reflects the care provided to Medicaid enrollees. Data validation is also essential to minimize instances where the editing process rejects data for data quality deficiencies and to ensure that the report templates and quality measures accurately reflect the data that are truly comparable across all health plans.

#### **b. The Vendor shall provide the following, at a minimum, in meeting the requirements of this Contract:**

- 1) Conduct an encounter-type focused validation as requested by the Agency. (See 42 C.F.R. §438.358(c)(1));
- 2) Review the accuracy, completeness, and integrity of encounter data by comparing Agency encounter data with the health plan's administrative data. In addition, the Vendor shall develop systems to validate provider-reported encounter data against medical records;
- 3) Conduct the EDV study based on a sample of Medicaid encounter data which shall include medical and clinical record reviews and may include a review of NCQA's Baseline Assessment Tool (BAT) findings and/or other sources of data that may be required by Federal CMS. The Vendor shall review encounter types for

## **ATTACHMENT B SCOPE OF SERVICES**

validation as requested and specified by the Agency. Validation of encounter data shall include only those encounters that are submitted to Florida's Medicaid Fiscal Agent; and

- 4) Develop a data submission requirements document to include submission requirements for the Agency and its health plans, including technical assistance in the form of conference calls. The Vendor shall review Agency requirements for collecting and submitting encounter data, review the health plans' capacity to produce accurate and complete encounter data, and analyze the electronic encounter data for accuracy and completeness. These activities are standard components of the encounter data validation study. The fourth activity required by the protocol is the review of medical records for confirmation of findings of analysis of encounter data. The Agency shall direct the Vendor to conduct a medical review for a maximum number of medical record reviews specific to a subset of services (for example, dental record reviews submitted within a certain timeframe).

### **7. Category F: Annual Technical Report**

#### **a. Background**

State Medicaid agencies are required to provide for an annual external, independent evaluation of quality outcomes, timeliness of and access to services. (See the Social Security Act, section 1932(c).) The Balanced Budget Act (BBA) of 1997 requires state agencies contracting with health plans to provide, for each contracted plan, an annual external, independent evaluation of aggregate information on the timeliness, access to and quality outcomes for the services covered under each health plan contract.

#### **b. The Vendor shall provide the following, at a minimum, in meeting the requirements of this Contract:**

- 1) Produce a detailed, plan-specific technical report that describes the manner in which the data from all EQR-related activities were aggregated and analyzed, and conclusions drawn as to the quality, timeliness and access to care furnished to Medicaid managed care enrollees. The report must include the following for each activity conducted:
  - a) Objectives and background information;
  - b) Technical methods of data collection and analysis;
  - c) Description of data obtained, including validated performance measurement data in accordance with 42 C.F.R § 438.358(b)(1)(i) and (ii); and
  - d) Conclusions drawn from the data, including important trends and implications, results, limitations and improvement opportunities.

## **ATTACHMENT B SCOPE OF SERVICES**

- 2) An assessment of each health plan's strengths and weaknesses with respect to the quality, timeliness of, and access to health care services furnished to Medicaid enrollees.
- 3) Prospective recommendations to identify patterns of inappropriate utilization or poor standards of care. The Vendor shall provide recommendations on how to effectively incorporate findings into performance and/or quality improvement projects. Recommendations shall be specific and applicable to the Florida Medicaid delivery system.
- 4) Wherever methodologically appropriate, comparative information for each quality measure relative to industry benchmarks, including national Medicaid averages, commercial plan averages, Healthy People 2020 target rates, and statewide health plan performance averages. Where feasible, the analysis of plan data shall include comparisons with previous plan performance.
- 5) The Vendor shall use data obtained from the mandatory (and optional activities as requested by the Agency) External Quality Review (EQR)-related activities for the annual EQR. (See 42 CFR 438.350)
- 6) Wherever possible, the data and results from all EQR-related activities shall be analyzed and reported separately for individuals with and without special health care needs.
- 7) An assessment of the extent to which each health plan has addressed the recommendations for quality improvement made by the EQRO during the previous year's review.
- 8) A strategic executive summary anchored to Agency goals (as defined in Section B.3., Services Provided by the Vendor, Sub-Section E., Category I., Quality Initiatives) and priorities and aligned with 42 CFR, Part 438, Section D (438.200 – 438.242).
- 9) Findings that the Vendor shall use to produce the technical report evaluating the health plan's performance include, but are not limited to:
  - a) Agency's annual compliance reviews of the health plans;
  - b) Agency quality indicators (e.g., HEDIS® measures, Child Core Set measures, etc.) results, including findings from validation of Agency-defined performance measures, and findings from any strategic reports produced using HEDIS® results;
  - c) Validation of the Agency-required health plan's performance improvement projects;
  - d) Validation of encounter data to ensure the accuracy, completeness and integrity of encounter data;
  - e) Annual child and adult Consumer Assessment of Healthcare Providers and Systems (CAHPS) and other



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- consumer surveys studies, including findings from any strategic report produced on consumer survey data;
- f)** Child Health Check Up participation rates; and
- g)** Clinical and nonclinical focused studies conducted by the EQRO during the preceding year.

### **8. Category G: Dissemination and Meetings**

#### **a. Required Activities for Communication and Dissemination**

Communication with the health plans and Agency identified key stakeholders ensures that information and best practices are available and accessible. At a minimum, the Vendor shall:

- 1)** Develop and maintain a secure web portal for the purposes of storing and sharing documents with health plans and key stakeholders. The Agency, health plans and other Agency approved key stakeholders shall have access to the web portal and all documents;
- 2)** Ensure that the web portal is operational no later than forty-five (45) calendar days after contract execution;
- 3)** Ensure that the web portal is available twenty-four (24) hours per day, seven (7) days per week. The web portal shall have no more than forty-eight (48) cumulative hours per month of system downtime.
- 4)** Conduct a telephone conference call that shall occur up to thirty (30) calendar days before beginning external quality review activities to provide staff introductions, orientation, and training to the health plans regarding the Vendor's EQR process.

#### **b. Medicaid Quality Meeting**

The Vendor shall provide the following at a minimum, in meeting the requirements of this Contract:

- 1)** Assist the Agency in facilitating and coordinating Medicaid Quality meetings with the health plans as requested by the Agency. There shall be no more than four (4) meetings per year, in line with the state fiscal year (July 1 - June 30). At the Agency's discretion, the meetings may be held in a webinar format or face-to-face in Tallahassee or in a central location approved by the Agency;
- 2)** Provide recommendations for topics and speakers based on Medicaid Quality goals and objectives, health plan training needs, and any innovative topics that support quality improvement;
- 3)** Create a draft agenda on the Vendor's template;

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- 4) Create registration information, meeting notifications, and meeting reminders to be submitted to the health plans and key stakeholders;
- 5) Manage the registration for each meeting;
- 6) Facilitate the webinar format using its own webinar software, approved by the Agency;
- 7) Create the meeting evaluations for distribution to the participants at each meeting;
- 8) Compile and analyze evaluation results for incorporation into the Strategic Summary Report;
- 9) Compile meeting materials and speaker presentations, in coordination with the Agency; and
- 10) Present on findings from reports such as the EDV, Quality Initiatives or Provider Satisfaction reports, as requested by the Agency.

**c. Medicaid Quality Strategic Summary Report**

Each meeting will culminate with the completion of the Medicaid Quality Meeting Strategic Summary Report. The Vendor shall create a Medicaid Quality Meeting Strategic Summary Report for submission to the Agency within thirty (30) calendar days following the meeting. The Vendor shall include the following components in the Medicaid Quality Meeting Strategic Summary Report:

- 1) A brief and concise summary of each meeting presentation;
- 2) Analysis of how the presentations support the goals and objectives of Medicaid Quality, including those goals and objectives described in the Agency's Medicaid Comprehensive Quality Strategy;
- 3) A summary of the results of the evaluations, with particular attention to the needs of the health plans and their suggested topics for future Medicaid Quality meetings;
- 4) A section of recommendations for future Medicaid Quality meetings, including suggested topics and areas where follow up may be needed; and
- 5) In general, a page limitation shall not be required; however, this report should generally not exceed five (5) pages in length and should include only concise summaries, implications and emphasize strategic and actionable recommendations.

**9. Category H: Administration of Provider Satisfaction Surveys**

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**a.** Background

Provider Satisfaction Surveys can be a source of valuable information to assess provider's overall satisfaction with the health plans. The surveys also provide the health plans with an opportunity to receive valuable feedback from providers. An independently administered survey has the potential to increase transparency and the provider response rate. The administration of Provider Satisfaction Surveys is an optional EQR-activity. (See 42 CFR §438.358(c)(2))

**b.** Upon request by the Agency, the Vendor shall provide the following, at a minimum, in meeting the requirements of this Contract:

- 1)** Collaborate with the Agency to develop a sample of Medicaid managed care providers;
- 2)** Administer provider satisfaction surveys to a maximum number of Medicaid managed care providers as agreed upon by the Agency and compile and analyze survey results;
- 3)** Develop plan-specific recommendations for the health plans to address the results of the Provider Satisfaction Survey by July 1<sup>st</sup> of each Contract year;
- 4)** Produce a plan-specific report which includes a targeted improvement plan that categorizes actionable recommendations by level of priority; and
- 5)** Incorporate any best practices, procedures, guidelines, or toolkits issued by Federal CMS for administration of surveys.

**10. Category I: Quality Initiatives**

**a.** Background

All health plans are required to have an ongoing quality improvement program that objectively and systematically monitors, evaluates, and improves the quality and appropriateness of care and service delivery (or the failure to provide care or deliver services) to enrollees, thereby promoting quality of care and quality patient outcomes in service performance to its enrollees. (See 42 CFR 438.330(a)(1) and (3); 42 CFR 438.330(b)(4); 42 CFR 438.340.) All health plans are also required to develop specific strategies to address the Agency's goals.

**b.** The Agency has established the following goals to build on the success of the SMMC program and to ensure continued quality improvement:

- 1)** Reduce Potentially Preventable Events:
  - a)** Admissions;
  - b)** Readmissions; and

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- c) Emergency department visits.
  - 2) Improve Birth Outcomes
    - a) Reduce Primary Cesarean Section (C-section) Rate;
    - b) Reduce Pre-term Birth Rate; and
    - c) Reduce Rate of Neonatal Abstinence Syndrome (NAS).
  - 3) Improve Care Transitions

Increase the percentage of enrollees receiving long-term care services in their own home or in the community instead of a nursing facility.
  - 4) Improve Access to Dental Care
    - a) Increase the percentage of children receiving preventive dental services; and
    - b) Reduce potentially preventable dental related emergency department visits.
- c. The Vendor shall provide the following, at a minimum, in meeting the requirements of this Contract:
- 1) The Vendor shall provide recommendations for quality improvement initiatives for Agency contracted entities, stakeholders, and/or the health plans as requested by the Agency based on an identified area in need of improvement that support the Agency's goals;
  - 2) Upon Agency approval of the Vendor's recommendation, the Vendor shall incorporate any best practices, procedures, guidelines, or toolkits issued by Federal CMS for implementation into the quality initiative project;
  - 3) Review the health plan's quality improvement programs annually and provide recommendations for quality initiatives. Recommendations must support Agency goals and have the ability to be implemented as a quality initiative for the SMMC program;
  - 4) Upon Agency approval of the Vendor's recommended quality improvement project, the Vendor shall provide a summary of the process to implement and support the project within a timeframe approved by the Agency. The summary must, at a minimum, include the following:
    - a) Description of the goals to be accomplished through the initiative and why it is important;
    - b) Description of how the initiative shall be implemented, including identifying the activities/services that will be provided by the Agency, Vendor and the health plans;

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- c) Description of how change shall be measured and assessed for improvement;
  - d) Description of how the Vendor will identify, test and communicate ideas for changes that may need to be implemented during the initiative to improve results;
  - e) Timeline of the quality initiative from implementation to completion of the project; and
  - f) Estimate of the number of hours required from implementation to completion of the project.
- 5) Produce a summary report, summarizing the findings, implications and a roadmap for improvement for the quality initiative.

### **11. Category J: Technical Assistance on EQR-Related Activities**

a. Background

The Agency may request technical assistance on EQR-related projects and tasks.

b. The Vendor shall provide the following, at a minimum, in meeting the requirements of this Contract:

- 1) A quarterly report 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, **Item D.**, Reporting, **Sub-Item 2.**, Quarterly Reporting;
- 2) A description of the responsibilities, proposed number of hours, and activities requested by the Agency and a description of the scope of the project;
- 3) A description of the required deliverables and the performance evaluation requirements to determine satisfactory completion of a deliverable;
- 4) A timeline and due dates for the deliverables;
- 5) Specifications regarding the medium or format of the requested deliverables;
- 6) Any Vendor project requirements; and
- 7) Requirements regarding the submission of timesheets and applicable documentation to support the invoice.

### **12. Category K: Managed Medical Assistance (MMA) Program Waiver**

a. Background

The Statewide Medicaid Managed Care (SMMC) program has two key components: the Managed Medical Assistance (MMA) program and the

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Long-Term Care (LTC) program. The Agency completed an 1115 demonstration waiver application with Federal CMS and received authority to operate the MMA waiver on July 31, 2014. The Special Terms and Conditions (STCs) set forth conditions and limitations on the waiver and expenditure authorities, and describe in detail the nature, character and extent of Federal involvement in the Demonstration and the State's obligations to Federal CMS during the life of the Demonstration. The STCs require the evaluation design to be approved by Federal CMS and an independent evaluator to complete an evaluation of the demonstration. The Vendor shall complete independent assessment projects to ensure Agency compliance with MMA waiver requirements.

Federal CMS approved a second extension of the MMA 1115 waiver demonstration for a period of five (5) years beginning August 3, 2017 through June 30, 2022. The current MMA waiver evaluation will not be an activity for this Contract; however, a future MMA evaluation may be included as an activity in this Contract. The STCs for the demonstration stipulate that an evaluation design that describes how the evaluation will be conducted, including goals and objectives of the demonstration, hypotheses related to the demonstration, and methodologies for the evaluation, must be submitted to Federal CMS for approval within one-hundred twenty (120) calendar days of the approval of the waiver extension.

The following are the nine (9) evaluation components, approved by Federal CMS, for the MMA Program Waiver:

- 1) The effect of managed care on access to care, quality and efficiency of care, and the cost of care;
- 2) The effect of expanded benefits on enrollees' utilization of services, access to care, and quality of care;
- 3) Participation in the Healthy Behaviors programs and its effect on participant behavior or health status;
- 4) The impact of low income pool (LIP) funding on hospital charity care programs. The Vendor may find information related to the LIP at the following link:  
<https://ahca.myflorida.com/Medicaid/Finance/finance/LIP-DSH/LIP/background.shtml>;
- 5) The impact of efforts to align with Medicare and improving beneficiary experiences and outcomes for dual-eligible individuals;
- 6) The effectiveness of enrolling individuals into a health plan upon eligibility determination in connecting beneficiaries with care in a timely manner;

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- 7) The effect the Statewide Medicaid Prepaid Dental Health Program has on accessibility, quality, utilization, and cost of dental health care services;
  - 8) The impact of the waiver of retroactive eligibility on beneficiaries and providers; and
  - 9) The impact of the behavioral health and supportive housing assistance pilot on beneficiaries who are twenty-one (21) and older with serious mental illness (SMI), substance use disorder (SUD) or SMI with co-occurring SUD, and are homeless or at risk of homelessness due to their disability.
- b. The Vendor shall provide the following, at a minimum, in meeting the requirements of this Contract:
- 1) Conduct an evaluation of the MMA program, to ensure Agency compliance with the most current STCs approved by Federal CMS. The most recently approved STCs are located at the below link:
  - 2) Conduct the evaluation based on the evaluation questions, analytic methods, and data sources in the evaluation design as agreed to by the Agency and the Vendor and approved by Federal CMS;
  - 3) During the period when Federal CMS is reviewing and approving the most recently updated and submitted MMA evaluation design, the Vendor will proceed with conducting the MMA waiver evaluation in accordance with the most recently submitted evaluation design;
  - 4) Respond to any inquiries or directives by Federal CMS and/or the Agency related to any reports submitted to Federal CMS, including revising any reports at no cost to the Agency during the term of this Contract;
  - 5) Ensure that deliverables produced from the evaluation, enable the Agency to further develop clinically appropriate, fiscally responsible and effective health care policies to build on the success of the MMA program; and
  - 6) If applicable, for all projects that require approval from the Vendor's Institutional Review Board (IRB), the Vendor shall submit the application for review to the IRB within thirty (30) calendar days of execution of this Contract, unless otherwise authorized in writing by the Agency's Contract Manager.

### **13. Category L: Long-Term Care (LTC) Program Waiver**

- a. Background

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The SMMC program has two key components: the MMA program and the Long-term Care (LTC) program. The Agency, under the authority provided in Sections 409.978 – 409.985, F.S., received Legislative authority in 2011 and approval from Federal CMS on February 1, 2013, under Section 1915 (b) and (c) waivers, to administer the LTC program. Federal CMS requires that an independent assessment be completed and submitted for the first two (2) approval periods of a Section 1915 (b) waiver. Federal CMS approved a five (5) year renewal of the LTC waiver for a period beginning on December 28, 2016 through December 27, 2021.

The LTC program is mandatory for Florida Medicaid aged or disabled enrollees ages eighteen (18) and older who are residing in a nursing facility, or who are not currently residing in a nursing facility but need nursing facility level of care. Under the LTC program, LTC plans are required to provide additional benefits to LTC enrollees, such as an increased emphasis on Home and Community-Based Services (HCBS), facilitation of nursing facility transition, increased care coordination and case management across care settings and enhanced community integration and personal goal setting. In addition, LTC enrollees will have increased access to quality providers and quality services with the expansion of services available in rural areas.

At a minimum, the Agency intends to achieve the following goals through the LTC program:

- 1) Shift service delivery away from nursing facilities to less restrictive home and community-based settings while at the same time controlling costs without restricting recipients' access to services or reducing quality of care.
- 2) Ensure those enrollees in a HCBS have timely and adequate access to services to ensure they can remain safely in the community for as long as possible.
- 3) Promote the health, safety and well-being of enrollees receiving services in the community.

The LTC program evaluation may be included as an activity in this Contract.

b. The Vendor shall provide the following, at a minimum, in meeting the requirements of this Contract:

- 1) Conduct an independent assessment of the LTC program. The Vendor shall collaborate with the Agency to identify areas of focus for the independent assessment. Additionally, the goal is to integrate the LTC review with an evaluation of the MMA program for Medicaid recipients in both programs to show the effectiveness



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of both programs in achieving program goals. The most recently approved LTC waiver can be found at the below link:

[http://ahca.myflorida.com/medicaid/Policy\\_and\\_Quality/Policy/federal\\_authorities/federal\\_waivers/docs/Final\\_1915\(b\)\\_LTC\\_Waiver.pdf](http://ahca.myflorida.com/medicaid/Policy_and_Quality/Policy/federal_authorities/federal_waivers/docs/Final_1915(b)_LTC_Waiver.pdf)

- 2) Respond to any inquiries or directives by Federal CMS and/or the Agency related to any reports submitted to Federal CMS, including revising any reports at no cost to the Agency during the term of this Contract;
- 3) Ensure that deliverables produced from the evaluation, enable the Agency to further develop clinically appropriate, fiscally responsible and effective health care policies to build on the success of the LTC program;
- 4) Identify differences in access to care, quality of care and cost-effectiveness as a result of the LTC program over time; and
- 5) If applicable, for all projects that require approval from the Vendor's Institutional Review Board (IRB), the Vendor shall submit the application for review to the IRB within thirty (30) calendar days of execution of this Contract, unless otherwise authorized in writing by the Agency's Contract Manager.

### **14. Vendor Qualifications**

The Vendor shall:

- a. Be a Federally designated Quality Improvement Organization (QIO) as established in Title XI, Part B of the Social Security Act and must maintain this designation for the life of this Contract; and
- b. Not contract with any provider that is intended to be monitored by the Vendor under the entire term of this Contract.

### **15. Implementation Plan**

- 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

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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 the 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)** An itemization of activities that the Vendor shall undertake during the period between the successful award and the start date of this Contract. These activities shall have established deadlines and timeframes;
  - 3)** Staff responsible for each activity/step;
  - 4)** Identification of interdependencies between activities in the implementation plan;
  - 5)** 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;
  - 6)** Draft templates and tools to assist the Agency and health plans in ensuring that approved PIP projects are valid; and
  - 7)** Draft tool(s) for evaluating the PIP projects.
- 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, except as due to reasons beyond the control of the Vendor and prior Agency approval has been provided in writing.
- 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.

### **16. Training, Education, and Outreach**

- a.** The Vendor shall develop and implement an outreach plan which, at a minimum, includes written communication; telephonic, text messaging, or electronic application support; webinars; and face-to-face training for all aspects of this Contract.
- b.** The outreach plan must address all aspects of this Contract.

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- c. The Vendor shall finalize, and submit to the Agency, the outreach plan no later than fifteen (15) calendar days following execution of this Contract.
- d. The Agency reserves the right to direct the Vendor to amend or update its outreach plan in accordance with the best interests of the State and at no additional cost to the Agency.

### **17. Vendor Staffing**

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

- 1) The Vendor shall conduct all aspects of this Contract in a timely, efficient, productive, consistent, courteous, and professional manner as representatives of the State. The Vendor shall recruit highly qualified staff to provide all aspects of the services required by this Contract.
- 2) 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 qualified staff, as required by applicable State and Federal laws and/or regulations, including 45 CFR Part 75, to implement all aspects of the services required in this Contract within the stated timeframes.
- 3) 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.
- 4) 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.
- 5) 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. The Vendor shall meet in person or by telephone at the request of the Agency, at least monthly, to discuss the status of this Contract, Vendor performance, benefits to the Agency, necessary revisions, reviews, reports, and planning.
- 6) The Vendor shall notify the Agency in writing of any key staff resignations, dismissals, or personnel changes within one (1) business day of the occurrence. Should the Contract Manager position become vacant, the Vendor shall notify the Agency immediately and provide information on the replacement within ten (10) business days.

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- 7) The Vendor shall have staff available during normal business hours. Normal business hours are defined as 8:00 AM to 5:00 PM, ET, Monday through Friday, excluding State of Florida observed holidays.
- 8) The Vendor shall provide staff with demonstrated experience and knowledge of the EQR-related projects and services, Medicaid program rules, regulations, policies, data systems, and processes; managed care delivery systems; quality assessment and improvement methods; and research and methodology design, including statistical analysis.
- 9) The Vendor shall ensure no conflict of interest exists for its staff, including its subcontractors. The Vendor staff, including subcontractor staff, shall not review any health plan entity for which it is conducting or has conducted an accreditation review within the previous three (3) years. (See 42 CFR 438.350.)
- 10) The Vendor shall comply with Equal Employment Opportunity Provisions. (45 CFR 75 Appendix II(C), 48 CFR Subpart 22.8.)
- 11) 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.

**b. Key Staff**

For purposes of this Contract, the following positions are considered key staffing positions:

- 1) Contract Manager
  - a) The Vendor shall employ one (1) Contract Manager. The Contract Manager shall be responsible for coordinating all activities between the Agency and the Vendor. The Contract Manager shall be a full-time employee dedicated solely to this Contract for no less than forty (40) hours per week and may be located in or outside of the State of Florida;
  - b) The Contract Manager shall possess, at a minimum, a bachelor's degree from an accredited college or university and at least two (2) years of medical utilization review and/or quality assurance experience; and
  - c) The Contract Manager shall have the ability to recruit, select, and maintain experienced and qualified staff. The Contract Manager shall possess the authority to revise processes or procedures and assign additional resources as needed to maximize the efficiency and effectiveness of services required under this Contract.

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- 2) Medical Records Review Staff Coordinator
  - a) The Vendor shall provide a Medical Records Review Staff Coordinator to oversee all medical record reviews described in this Contract; and
  - b) The Medical Records Review Staff Coordinator must have experience in managing a program similar in size and scope as the EQR program described herein within the last five (5) years and shall be a full-time employee of the Vendor with the authority to revise processes and procedures and assign additional resources, as needed.
  
- 3) Medical records Review Staff
  - a) Possess at least three (3) years of medical or clinical experience; and
  - b) Possess at least two (2) years of medical utilization review and/or quality assurance experience.

### **18. 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.

### **19. 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 by the Agency. Agency staff shall be notified by email 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.

### **20. Database Creation**

- a. The Vendor shall develop and maintain HIPAA compliant database(s) necessary to support the requirements of this Contract. The database and data developed as a result of this Contract are the property of the Agency.

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- 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 for the purposes of encounter data validation studies, MMA evaluations and LTC evaluations, 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.
- d.** The Agency is modernizing its current Medicaid technology using a modular approach to simultaneously improve overall Agency functionality and connections to other data sources and programs (Florida Health Care Connections). The process will involve development of an Integration Services and Integration Platform (IS/IP), an Enterprise Data Warehouse (EDW), and subsequent integration and consolidation of existing data and systems. Use of the IS/IP will enable existing systems to securely share data and processing services across system boundaries. Use of the EDW will enable systems to securely contribute, update, access, and analyze data from the single, authoritative source. The Agency is currently procuring and implementing the IS/IP and EDW components. The proposed solution must have the capability to integrate with the new IS/IP and EDW platforms once it is implemented to enable continued efficiencies. The Vendor shall adapt, as needed, to any changes in the Agency's data sharing environment as directed by the Agency.

### **21. 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.

### **22. 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

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internal quality control 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.
- 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 Section.
- e.** The Vendor shall have a written policy for escalation of technical problems or manpower 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 in a timely manner 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**

The Vendor shall provide the deliverables described in **Exhibit B-1**, Deliverables, Associated Payment and Financial Consequences, to the Agency's Contract Manager by the dates indicated. The Agency reserves the right to request modification of the deliverables, as deemed necessary by the Agency, prior to their approval. Deliverable due dates may be modified, if approved in writing, in advance by the Agency.

The Agency reserves the right to include additional deliverables based on the Agency's review of the Vendor's response to this solicitation.

### **D. Reporting**

#### **1. General Reporting Requirements**

The Vendor shall adhere to reporting requirements included in this Item. 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.

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All electronic transmission of reports and supporting documentation containing Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (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 submission timetables resulting from changing priorities or management direction.

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

### **2. Quarterly Reporting**

- a. The Vendor shall submit quarterly reports. For purposes of this Contract, quarterly reporting will be based on Contract year quarters. At a minimum, quarterly reports shall include the following:
  - 1) Brief summary of current activities;
  - 2) Changes in tasks and responsibilities of both the Vendor and the Agency in accordance with the Agency approved timeline;
  - 3) Activities planned for the upcoming quarter;
  - 4) Progress made on tasks from the previous quarter;
  - 5) Discussion of issues, barriers, or obstacles that may impact the timely submission of accurate deliverables;
  - 6) Notice of staff changes and introductions of new staff members; and
  - 7) Updates to Internal Quality Control Plan.
- b. Quarterly reports shall be due the fifteenth (15<sup>th</sup>) day of the month following the end of the preceding fiscal quarter (July 1 – June 30).



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### **E. Monitoring**

1. The Vendor shall comply with all reporting requirements as specified in this Contract. These reports shall be used for monitoring progress or performance of the contractual services as specified in **Attachment B**, Scope of Services.
2. The Vendor shall 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. The Agency's Contract Manager shall monitor this Contract quarterly via desk review of the Scope of Services for this Contract.

### **III. Method of Payment**

This is a fixed price, unit cost Contract. The Agency shall pay the Vendor, in arrears, upon the completion and acceptance of deliverables in accordance with the deliverable schedule specified in **Exhibit B-1**, Deliverables, Associated Payment and Financial Consequences.

#### **A. 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. Agency's Contract number;
  - d. Description of the services rendered;
  - e. Date(s) on which services were rendered;
  - f. Payment remittance address; and
  - g. 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.

## ATTACHMENT B SCOPE OF SERVICES

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.

### B. 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.

### C. 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 1**, Performance Standards and Liquidated Damages, below.

<b>TABLE 1 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES</b>	
<b>Performance Standard Requirement</b>	<b>Liquidated Damages to be Imposed</b>
<b>Performance Bond</b>	
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.	<b>\$500.00</b> per calendar day for each calendar day after the due date until an acceptable performance bond is furnished to the Agency.

## ATTACHMENT B SCOPE OF SERVICES

<b>TABLE 1 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES</b>	
<b>Performance Standard Requirement</b>	<b>Liquidated Damages to be Imposed</b>
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.	<b>\$500.00</b> per calendar day for each calendar day after the due date until an acceptable performance bond is furnished to the Agency.
<b>HIPAA</b>	
The Vendor shall comply with provisions of the Health Insurance Portability and Accountability Act (HIPAA)/Health Information Technology for Economic and Clinical Health (HITECH).	<b>\$500.00 to \$5,000.00</b> , 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.	<b>\$500.00 to \$5,000.00</b> , per incident, per occurrence, depending upon the severity.
<b>Records</b>	
The Vendor shall comply with public records laws, in accordance with Section 119.0701, F.S.	<b>\$5,000.00</b> for each incident in which the Vendor does not comply with a public records request.
<b>Background Screening</b>	
Complete initial and renewal background screenings within required timeframes.	<b>\$250.00</b> per occurrence.
Submit policies and procedures within thirty (30) calendar days of Contract execution.	<b>\$250.00</b> per calendar day beyond the due date.
<b>Security Rating Score</b>	
Annually maintain a top tier security rating score from the Agency's selected information security rating service.	<b>\$5,000.00</b> per occurrence and <b>\$250.00</b> 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.
<b>Service Organization Controls (SOC) 2 Type II Audit</b>	
Annually submit the SOC 2 Type II audit report by date agreed upon by with the Agency for each Contract year.	<b>\$1,000.00</b> per calendar day for each calendar day beyond the due date.
<b>Services</b>	
Implement the approved Corrective Action Plan (CAP) by the Agency specified date.	<b>\$500.00</b> per calendar day for each calendar day that the approved CAP is not implemented to the satisfaction of the Agency.
The Vendor shall comply with the requirements as outlined in <b>Attachment B.</b> , Scope of Services, Section II. Manner of Service(s) Provision, Sub-Section B.,	<b>\$100.00</b> per calendar day for each calendar day beyond the due date.

## ATTACHMENT B SCOPE OF SERVICES

<b>TABLE 1 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES</b>	
<b>Performance Standard Requirement</b>	<b>Liquidated Damages to be Imposed</b>
Services Provided by the Vendor, Item 11., Category J: Technical Assistance on EQR-Related Activities.	
The Vendor shall comply with the requirements as outlined in <b>Attachment B.</b> , Scope of Services, Section II. Manner of Service(s) Provision, Sub-Section B., Services Provided by the Vendor, Item 15., Implementation Plan.	<b>\$100.00</b> per calendar day for each calendar day beyond the due date.
The Vendor shall comply with the requirements as outlined in <b>Attachment B.</b> , Scope of Services, Section II. Manner of Service(s) Provision, Sub-Section B., Services Provided by the Vendor, Item 16., Training, Education and Outreach.	<b>\$100.00</b> per calendar day for each calendar day beyond the due date.
The Vendor shall comply with the requirements as outlined in <b>Attachment B.</b> , Scope of Services, Section II. Manner of Service(s) Provision, Sub-Section B., Services Provided by the Vendor, Item 17., Vendor Staffing.	<b>\$100.00</b> per calendar day for each calendar day beyond the due date.
<b>Secure Web Portal</b>	
The Vendor shall comply with the secure web portal requirements as outlined in <b>Attachment B.</b> , Scope of Services, Section II. Manner of Service(s) Provision, Sub-Section B., Services Provided by the Vendor, Item 8, Category G: Dissemination and Meetings.	<b>\$500.00</b> for each time the web portal is unavailable and cannot be accessed by the Agency or health plans for more than forty-eight (48) hours of downtime per month.

### 2. Program Performance Standards and Liquidated Damages

- a. The Agency may impose liquidated damages as identified in **Exhibit B-1**, Deliverables, Associated Payment and Financial Consequences, when the Vendor has failed to meet the performance standard requirements.
- b. In the event the Agency identifies a violation of this Contract, or other non-compliance with this Contract, the Agency shall notify the Vendor of the occurrence in writing. The Agency shall provide the Vendor with a timeframe for corrections to be made.

### 3. 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.

## **ATTACHMENT B SCOPE OF SERVICES**

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.

#### **4. 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  
2727 Mahan Drive, Mail Stop 70  
Tallahassee, FL 32308**

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,

## **ATTACHMENT B SCOPE OF SERVICES**

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**

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.

## ATTACHMENT B SCOPE OF SERVICES

- 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 2**, Performance Bond Requirements, and paragraph B below, shall be furnished to the Agency by the Vendor for the specified Contract term.

<b>TABLE 2 PERFORMANCE BOND REQUIREMENTS</b>		
<b>Contract Term</b>	<b>“Estimated” Annual Contract Amount</b>	<b>Performance Bond Amount (10%)</b>
<b>Operations Year 1</b>	<b>TBD</b>	<b>Ten (10%) of Operations Year 1 Contract Amount</b>
<b>Operations Year 2</b>	<b>TBD</b>	<b>Ten (10%) of Operations Year 2 Contract Amount</b>
<b>Operations Year 3</b>	<b>TBD</b>	<b>Ten (10%) of Operations Year 3 Contract Amount</b>

### B. Performance Bond Requirements

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, 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**

4. A copy of all performance bonds shall be submitted to the Agency’s Contract Manager.

## **ATTACHMENT B SCOPE OF SERVICES**

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.)
6. 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.
7. The cost of the performance bond will be borne by the Vendor.
8. 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.
- 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.



## **ATTACHMENT B SCOPE OF SERVICES**

### **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.
- 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 Vendor 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.

## **ATTACHMENT B SCOPE OF SERVICES**

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](http://ahca.myflorida.com).
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;

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- 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);
- 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

## **ATTACHMENT B SCOPE OF SERVICES**

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-2, 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 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.

## **ATTACHMENT B SCOPE OF SERVICES**

- 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 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-8**, Standard Contract, 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

## **ATTACHMENT B SCOPE OF SERVICES**

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.
- 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](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**

## **ATTACHMENT B SCOPE OF SERVICES**

- A.** 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.
- B.** 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.
- C.** 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.
- D.** 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.

**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.

**Centers for Medicare & Medicaid Services** — The agency within the United States Department of Health & Human Services that provides administration and funding for Medicare under Title XVIII, Medicaid under Title XIX, and the Children's Health Insurance Program under Title XXI of the Social Security Act.

**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.

## **ATTACHMENT B SCOPE OF SERVICES**

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

**Encounter Data** — A record of diagnostic or treatment procedures or other medical, allied, or long-term care provided to the health plan's Medicaid enrollees, excluding services paid by the Agency on a fee-for-service basis.

**Enrollee** — A Medicaid recipient enrolled in a Managed Care Plan.

**External Quality Review** — The analysis and evaluation by an EQRO of aggregated information on quality, timeliness, and access to the health care services that are furnished to Medicaid recipients by a health plan.

**External Quality Review Organization** — An organization that meets the competence and independence requirements set forth in 42 CFR 438.354, and performs EQR, other related activities as set forth in federal regulations, or both.

**Healthcare Effectiveness Data and Information Set** – The data and information set developed and published by the National Committee for Quality Assurance. HEDIS includes technical specifications for the calculation of performance measures.

**Health Information Technology for Economic and Clinical Health Act** – Legislation that addresses the privacy and security concerns associated with the electronic transmission of health information, in part, through several provisions that strengthen the civil and criminal enforcement of the HIPAA rules.

**Health Insurance Portability and Accountability Act** - A US law designed to provide privacy standards to protect patients' medical records and other health information provided to health plans, doctors, hospitals and other health care providers.

**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.

**Managed Care Plan** — An eligible plan under Contract with the Agency to provide services in the LTC or MMA Statewide Medicaid Managed Care Program.

**Medicaid** — The medical assistance program authorized by Title XIX of the Social Security Act, 42 U.S.C. §1396 et seq., and regulations thereunder, as administered in the State of Florida by the Agency under s. 409.901, F.S., et seq.

**Performance Standards** - The criteria by which Vendor performance is measured.

**Protected Health Information** – For purposes of this Contract, protected health information shall have the same meaning and effect as defined in 45 CFR and 164, limited to the information created, received, maintained or transmitted by the Recipient from, or on behalf of the Agency.

**Protocols** — Written guidelines or documentation outlining steps to be followed for handling a particular situation, resolving a problem or implementing a plan of medical, nursing, psychosocial, developmental and educational services.



# ATTACHMENT B SCOPE OF SERVICES

**State Fiscal Year** — The State of Florida government’s fiscal year, which starts July 1 and ends on June 30.

**Statewide Medicaid Managed Care Program** — A program authorized by the 2011 Florida Legislature through House Bill 7107, creating Part IV of Chapter 409, F.S., to establish the Florida Medicaid program as a statewide, integrated managed care program for all covered services, including long-term care services. This program is referred to as statewide Medicaid managed care (SMMC) and includes two programs: Managed Medical Assistance (MMA) and Long-term Care (LTC).

**Subcontract** — An agreement entered into by the health plan for the delegation of some of its functions, services or responsibilities for providing services under this Contract.

**Subcontractor** — Any person or entity with which the health plan has contracted or delegated some of its functions, services or responsibilities for providing services under this Contract.

**System Downtime** — The measurement of the system’s reliability, expressed as the percentage of time the system is unavailable.

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

## B. Acronyms

<b>Apps</b>	Applications
<b>BAA</b>	Business Associate Agreement
<b>CAP</b>	Corrective Action Plan
<b>CFR</b>	Code of Federal Regulations
<b>CJIS</b>	Criminal Justice Information System
<b>DPPA</b>	Driver Privacy Protection Act
<b>EEO</b>	Equal Employment Opportunity
<b>FAC</b>	Florida Administrative Code
<b>FIPS</b>	Federal Information Processing Standards
<b>FS</b>	Florida Statutes
<b>HIPAA</b>	Health Insurance Portability and Accountability Act
<b>HITECH</b>	Health Information Technology for Economic and Clinical Health
<b>ISM</b>	Information Security Manager ( )

## **ATTACHMENT B SCOPE OF SERVICES**

<b>IT</b>	Information Technology
<b>LIP</b>	Low Income Pool
<b>MVC</b>	Model View Controller
<b>NIEM</b>	National Information Exchange Model
<b>NIST</b>	National Institute for Standards and Technology
<b>PHI</b>	Protected Health Information
<b>PII</b>	Personally Identifiable Information
<b>PL</b>	Public Law
<b>SFTP</b>	Secure File Transfer Protocol
<b>SOC</b>	Service Organization Controls
<b>SQL</b>	Structured Query Language
<b>SSL</b>	Secure Sockets Layer
<b>SSRS</b>	SQL Server Report Services
<b>TFS</b>	Team Foundation Server
<b>TLS</b>	Transport Layer Security
<b>URL</b>	Uniform Resource Locator
<b>US</b>	United States
<b>USC</b>	United States Code
<b>W3C</b>	World Wide Web Consortium

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**ATTACHMENT B  
EXHIBIT B-1  
DELIVERABLES, ASSOCIATED PAYMENT AND FINANCIAL CONSEQUENCES**

<b>1.</b>	<b><u>DELIVERABLE</u></b>
	Performance Improvement Project (PIP) Validation Forms
	<b><u>SUPPORTING DOCUMENTATION</u></b>
	The Vendor shall submit a final PIP validation form for each PIP that is validated by the Vendor for this Contract.
	<b><u>EVALUATION CRITERIA</u></b>
	The Agency Contract Manager reviews for minimum quality standards. The deliverable shall meet "minimum quality standards" upon it being submitted in accordance with the deliverable description provided in <b>Attachment B</b> , Scope of Services, <b>Section II.</b> , Manner of Service(s) Provision, <b>Sub-Section B.</b> , Services Provided by the Vendor, <b>Item 2.</b> , Category A: Validation of Performance Improvement Projects, <b>Sub-Item b.</b>
	<b><u>DUE DATE(S)</u></b>
	Annually per Contract year.
	<b><u>AMOUNT</u></b>
	Unit cost per documented completion of validation of PIP per health plan.
	<b><u>PERFORMANCE STANDARDS</u></b>
	The Vendor shall submit the deliverable in accordance with the description provided in <b>Attachment B</b> , Scope of Services, <b>Section II.</b> , Manner of Service(s) Provision, <b>Sub-Section B.</b> , Services Provided by the Vendor, <b>Item 2.</b> , Category A: Validation of Performance Improvement Projects, <b>Sub-Item b.</b>
<b><u>FINANCIAL CONSEQUENCES</u></b>	
<b>\$500.00</b> per business day for each business day beyond the due date.	

<b>2.</b>	<b><u>DELIVERABLE</u></b>
	Performance Improvement Project (PIP) Pseudo-Validation Forms
	<b><u>SUPPORTING DOCUMENTATION</u></b>
	The Vendor shall submit a pseudo-validation form for each PIP that has a high-level review completed by the Vendor for this Contract.
	<b><u>EVALUATION CRITERIA</u></b>
	The Agency Contract Manager reviews for minimum quality standards.
	<b><u>DUE DATE(S)</u></b>
	Annually per Contract year.
	<b><u>AMOUNT</u></b>
	Unit cost per documented completion of a PIP pseudo-validation per health plan.
	<b><u>PERFORMANCE STANDARDS</u></b>
	The Vendor shall submit the deliverable in accordance with the description provided in <b>Attachment B</b> , Scope of Services, <b>Section II.</b> , Manner of Service(s) Provision, <b>Sub-Section B.</b> , Services Provided by the Vendor, <b>Item 2.</b> , Category A: Validation of Performance Improvement Projects, <b>Sub-Item b.</b>
<b><u>FINANCIAL CONSEQUENCES</u></b>	
<b>\$500.00</b> per business day for each business day beyond the due date.	

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**ATTACHMENT B  
EXHIBIT B-1  
DELIVERABLES, ASSOCIATED PAYMENT AND FINANCIAL CONSEQUENCES**

<b>3.</b>	<b><u>DELIVERABLE</u></b>
	Performance Measure Validation (PMV) Report
	<b><u>SUPPORTING DOCUMENTATION</u></b>
	The Vendor shall submit a final report that evaluates the accuracy of Medicaid performance measures reported by or on behalf of each health plan and determine the extent to which Medicaid-specific performance measure calculations followed State specifications.
	<b><u>EVALUATION CRITERIA</u></b>
	One hundred percent (100%) of quality criteria checked as “accepted” on the Minimum Quality Standards rubric, commentary grid(s) or other documentation indicating on hundred percent (100%) of requested edits required for deliverable approval were completed.
	<b><u>DUE DATE(S)</u></b>
	Annually per Contract year.
	<b><u>AMOUNT</u></b>
	Unit cost per documented completion of validation of performance measures per health plan.
	<b><u>PERFORMANCE STANDARDS</u></b>
	The Vendor shall submit the deliverable in accordance with the description provided in <b>Attachment B</b> , Scope of Services, <b>Section II.</b> , Manner of Service(s) Provision, <b>Sub-Section B.</b> , Services Provided by the Vendor, <b>Item 3.</b> , Category B: Validation of Performance Improvement Projects, <b>Sub-Item b.</b>
<b><u>FINANCIAL CONSEQUENCES</u></b>	
<b>\$500.00</b> per business day for each business day beyond the due date.	