



RICK SCOTT  
GOVERNOR

ELIZABETH DUDEK  
SECRETARY

April 26, 2016

Prospective Vendor(s):

Subject: Solicitation Number: AHCA RFP 005-15/16

Title: Statewide Medicaid Comprehensive Hemophilia Management (MCHM) Program

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 Statewide Medicaid Comprehensive Hemophilia Management (MCHM) Program services. The solicitation package consists of this transmittal letter and the following attachments:

<b>Attachment A</b>	PUR 1001, State of Florida General Instructions to Respondents
<b>Attachment B</b>	PUR 1000, State of Florida General Contract Conditions
<b>Attachment C</b>	Instructions and Special Conditions
<b>Exhibit C-1</b>	Questions Template Instructions
<b>Exhibit C-2</b>	Required Statements and Certifications
<b>Exhibit C-3</b>	Vendor Certification Regarding Scrutinized Companies Lists
<b>Exhibit C-4</b>	Past Performance – Client Reference Form
<b>Exhibit C-5</b>	Submission Requirements and Evaluation Criteria Components (Technical Response)
<b>Exhibit C-6</b>	Cost Proposal
<b>Exhibit C-6A</b>	Detailed Budget
<b>Exhibit C-7</b>	Respondent Attestation for Response Submission
<b>Exhibit C-8</b>	Certification of Drug-Free Workplace Program
<b>Exhibit C-9</b>	Standard Contract
<b>Attachment D</b>	Scope of Services

Your Response must comply fully with the instructions that stipulate what is to be included in the Response. Prospective Vendors submitting a Response to this solicitation shall identify the solicitation number, date and time of opening on the envelope transmitting their Response. This information is used only to put the 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 Issuing Officer.



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

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

Sincerely,

*Jennifer Barrett*

Jennifer Barrett, Chief  
Bureau of Support Services

**ATTACHMENT A**  
**State of Florida**  
**PUR 1001**  
**General Instructions to Respondents**

**Contents**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**8. Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

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

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

**Contents**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**22. Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

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

**24. Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

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

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

upon satisfactory performance evaluations and subject to availability of funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

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

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

**35. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

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

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

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

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

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

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

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

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

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

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

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

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

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

# ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS

## Table of Contents

<b>C.1. Instructions.....</b>	<b>4</b>
<b>A. Overview .....</b>	<b>4</b>
1. Solicitation Number.....	4
2. Solicitation Type .....	4
3. Solicitation Title.....	4
4. Date of Issuance.....	4
5. Issuing Officer.....	4
6. Solicitation Timeline.....	4
7. Restriction on Communications .....	5
8. Vendor Questions .....	5
9. Solicitation Addenda .....	6
10. Public Opening of Responses .....	6
11. Type and Amount of Contract Contemplated .....	6
12. Term of Contract.....	7
<b>B. General Instructions for Response Preparation and Submission.....</b>	<b>7</b>
1. Mandatory Requirements .....	7
2. Independent Preparation of Response .....	8
3. Public Entity Crime .....	8
4. Prohibition of Gratuities .....	8
5. Cost of Response Preparation.....	8
6. Joint Ventures and/or Legal Partnerships.....	8
7. Response Submission Requirements.....	9
a. Original Response .....	9
b. Duplicate Copies of the Original Response .....	11
c. Redacted Version of the Original Response.....	11
d. Electronic Copies of the Response.....	11
8. Mandatory Response Content.....	12
a. Transmittal (Cover) Letter .....	12
b. Original Proposal Guarantee .....	12
c. Financial Information.....	13
d. Exhibit C-2, Required Statements and Certifications.....	15

## ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS

e.	Exhibit C-3, Vendor Certification Regarding Scrutinized Companies Lists.....	17
f.	Exhibit C-4, Past Performance – Client Reference Form .....	18
g.	Exhibit C-5, Submission Requirements and Evaluation Criteria Components (Technical Response).....	18
h.	Exhibit C-6, Cost Proposal.....	19
i.	Exhibit C-6A, Detailed Budget .....	19
j.	Exhibit C-7, Respondent Attestation for Response Submission ..	20
9.	Optional Response Content.....	21
<b>C.</b>	<b>Response Evaluation and Contract Award .....</b>	<b>21</b>
1.	Response Clarification.....	21
2.	Evaluation Criteria .....	21
a.	Review of Mandatory Criteria.....	21
b.	Financial Evaluation.....	24
c.	Past Performance Evaluation .....	24
d.	Technical Response Evaluation.....	25
e.	Detailed Evaluation Criteria Components .....	26
f.	Cost Proposal Evaluation.....	27
g.	Ranking of Responses.....	28
3.	Number of Awards .....	30
4.	Posting of Notice of Intent to Award .....	30
5.	Performance Bond.....	30
6.	Insurance.....	31
7.	MyFloridaMarketPlace Vendor Registration and Transaction Fee .....	32
a.	MyFloridaMarketPlace Vendor Registration .....	32
b.	MyFloridaMarketPlace Transaction Fee .....	32
8.	Florida Department of State.....	32
9.	Contract Execution .....	32
10.	Lobbying Disclosure .....	33
11.	Certification Regarding Debarment and Suspension.....	33
12.	Transition of Resulting Contract .....	33
<b>C.2.</b>	<b>Special Terms and Conditions.....</b>	<b>34</b>
<b>A.</b>	<b>Applicable Laws and Regulations .....</b>	<b>34</b>
<b>B.</b>	<b>Prison Health Rehabilitative Industries and Diversified Enterprises, Inc. (P.R.I.D.E.).....</b>	<b>35</b>

**ATTACHMENT C  
INSTRUCTIONS AND SPECIAL CONDITIONS**

C.	RESPECT of Florida .....	35
D.	Audits/Monitoring.....	36
E.	Inspection of Records and Work Performed .....	36
F.	Accounting.....	37
G.	Subcontracting .....	37
H.	HIPAA Compliance .....	38
I.	Confidentiality of Information .....	39
J.	Employment.....	39
K.	Work Authorization Program.....	40
L.	Equal Employment Opportunity (EEO) Compliance .....	40
M.	Discrimination .....	40
N.	Patents, Royalties, Copyrights, Right to Data and Sponsorship Statement	40
O.	System Functionality .....	43
P.	Information Technology.....	43
Q.	Disaster Recovery .....	47
R.	Background Screening .....	48
S.	Monitoring by Vendor .....	49
T.	Public Records Requests .....	50
U.	Communications .....	51
V.	Smartphone Applications .....	52
W.	Social Networking .....	53
X.	Method of Payment .....	61
	1. Invoicing .....	61
	2. Late Invoicing.....	62
Y.	Performance Standards and Liquidated Damages .....	62
Z.	Sanctions .....	64
AA.	Dispute of Liquidated Damages/Sanctions/Contract Interpretations.....	64
BB.	Venue.....	65
CC.	General Definitions .....	67

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# ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS

## C.1. Instructions

### A. Overview

**1. Solicitation Number**

AHCA RFP 005-15/16

**2. Solicitation Type**

Request for Proposal

**3. Solicitation Title**

Statewide Medicaid Comprehensive Hemophilia Management (MCHM) Program

**4. Date of Issuance**

April 26, 2016

**5. Issuing Officer**

Jennifer Barrett  
Agency for Health Care Administration  
Building 2, Suite 203, Mail Stop 15  
2727 Mahan Drive  
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 below (all times are Eastern Time). The Agency reserves the right to amend the timeline in the State's best interest. If the Agency finds it necessary to change any of the activities/dates/times listed, all interested parties will be notified by addenda to the original solicitation document posted on the Vendor Bid System (VBS) ([http://myflorida.com/apps/vbs/vbs www.main menu](http://myflorida.com/apps/vbs/vbs_main_menu)).

ACTIVITY	DATE/TIME	LOCATION
Solicitation Issued by Agency	April 26, 2016	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 Inquiries	May 9, 2016 2:00 p.m.	<a href="mailto:solicitation.questions@ahca.myflorida.com">solicitation.questions@ahca.myflorida.com</a>
<b>Anticipated</b> date for Agency Responses to Written Inquiries	May 23, 2016 2:00 p.m.	Electronically Posted <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs www.main menu</a>

## ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS

Deadline for Receipt of Responses	June 20, 2016 2:00 p.m.	Jennifer Barrett Agency for Health Care Administration Building 2, Suite 203, Mail Stop 15 2727 Mahan Drive Tallahassee, FL 32308-5403
Public Opening of Responses	June 20, 2016 2:30 p.m.	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	July 25, 2016	Electronically Posted <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_menu</a>

### 7. Restriction on Communications

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this 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 Issuing Officer or as provided in this solicitation. **VIOLATION OF THIS PROVISION MAY BE GROUNDS FOR REJECTING A RESPONSE.**

### 8. Vendor Questions

Note: This Special Instruction takes precedence over **Attachment A**, General Instructions to Respondents, **Number 5.**, Questions.

The Agency will receive all questions pertaining to this solicitation no later than the date and time specified for written inquiries in **Section C.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline. All inquiries must be made **in writing** and sent in excel format by email to [solicitation.questions@ahca.myflorida.com](mailto:solicitation.questions@ahca.myflorida.com). **No telephone inquiries will be accepted.** Prospective Vendors shall utilize **Exhibit C-1**, Questions Template Instructions, when submitting a written inquiry. The Agency's response to questions received will be posted as an addendum to this solicitation as specified in **Section C.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline.

**Exhibit C-1**, Questions Template Instructions, is an excel document and is available for prospective Vendors to download at the following link: [HTTP://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SHTML](http://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SHTML).

The Agency reserves the right to consider questions received after the submission deadline on a case-by-case basis. If the Agency, in its sole discretion, determines that all prospective Vendors would benefit from a response, an addendum to this solicitation will be issued and posted to the Vendor Bid System.

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

### **9. 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 prospective Vendor'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 Vendor's failure to obtain the information made available through the VBS.**

### **10. Public Opening of Responses**

Responses shall be opened on the date, time and at the location indicated in **Section C.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline. Respondents may, but are not required to, attend. The Agency will only announce the Respondent(s) name at the public opening. Pursuant to Section 119.071(1)(b), Florida Statutes (F.S.), no other materials will be released. Any person requiring a special accommodation because of a disability should contact the Issuing Officer at least five (5) business days prior to 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).

### **11. Type and Amount of Contract Contemplated**

The Contract resulting from this solicitation will be a fixed price (unit cost) contract for a three (3) year term. The successful Vendor shall be reimbursed at point-of-sale based on claims for all products related to factor replacement therapy which include, but are not limited to, plasma-derived products and any others approved for use during the term of the resulting Contract, or recombinant factor concentrates available under the Medicaid State Plan, as well as Stimate to support the treatment of Von Willebrand Disease; submitted by the successful Vendor through FMMIS.

Payments will be made to the successful Vendor through the Agency's Fiscal Agent.

The total cost of the Contract resulting from this solicitation shall not exceed the total cost of products utilized as required and discounted under the terms of the resulting Contract. The maximum reimbursement amount for the successful Vendor's delivery of services and factor products used in factor replacement therapy (inclusive of all plasma-derived and recombinant factor concentrates currently in use, and any others approved for use during the term of the resulting Contract) shall not exceed the 340B ceiling price, as defined in 42 Code of Federal Regulations (CFR) 10.3, less the discount stated by the successful Vendor in **Exhibit C-6**, Cost Proposal.

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

The Contract resulting from this solicitation shall not exceed **\$300,000,000.00**, not including any renewal periods.

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.

### **12. Term of Contract**

The anticipated term of the resulting Contract is September 1, 2016 through August 31, 2019. The term of the resulting Contract is subject to change based on the actual execution date of the resulting Contract.

In accordance with Section 287.057(13), 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.

The Vendor shall offer renewal year pricing in its Response. The Agency will not evaluate renewal year Proposals as part of the evaluation and scoring process, however proposed cost will be applied in the event the resulting Contract is renewed.

If the resulting Contract is renewed, it is the Agency's policy to reduce the overall payment amount by the Agency to the successful Vendor by at least five percent (5%) during the period of the Contract renewal, unless it would affect the level and quality of services.

## **B. General Instructions for Response Preparation and Submission**

### **1. Mandatory Requirements**

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 an advantage to one Respondent over another, or has a potentially significant effect on the quality of the Response or on the cost to the 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 feature will not in itself cause rejection of a Response.

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

A listing of all Mandatory Requirements is included in **Section C.1.**, Instructions, **Sub-Section B.**, General Instructions for Response Preparation and Submission, **Item 1.**, Mandatory Requirements; and **Section C.1.**, Instructions, **Sub-Section C.**, Response Evaluation and Contract Award, **Item 2.**, Evaluation Criteria, **Sub-Item a.**, Review of Mandatory Criteria, **Table 1**, Mandatory Criteria Questions.

### **2. Independent Preparation of Response**

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

### **3. Public Entity Crime**

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.

### **4. Prohibition of Gratuities**

By submission of a Response, a Respondent certifies that no elected official or employee of the State of Florida has or shall benefit financially or materially from such Response or subsequent contract in violation of the provisions of Chapter 112, F.S. 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.

### **5. Cost of Response Preparation**

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.

### **6. Joint Ventures and/or Legal Partnerships**

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

## ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS

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

### 7. Response Submission Requirements

Electronic submissions via MyFloridaMarketPlace are not required and will not be accepted for this solicitation. This special instruction takes precedence over **Attachment A**, General Instructions to Respondents, **Number 3.**, Electronic Submission of Responses.

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.

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 Issuing Officer identified in **Section C.1.**, Instructions, **Sub-Section A.**, Overview, **Item 5.**, Issuing Officer, no later than the time indicated in **Section C.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline.

Respondents to this solicitation shall submit the following:

#### a. Original Response

The Respondent shall submit **one (1) Original Response**. The Original Response shall be marked as the "Original" and contain the transmittal letter that bears the original signature of the binding authority. **The box that contains the Original Response shall be marked "Contains Original" and shall contain all marked originals (hard copy and electronic).**

Responses may be submitted via U.S. Mail, Courier, or hand delivery. Responses sent by fax or email will not be accepted. Responses received after the date and time specified in **Section C.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, will not be considered and will be returned to the prospective Vendor unopened.

Hard copy Responses should be bound individually and submitted in three ring binders or secured in a similar fashion to contain pages that turn easily for review. Responses shall be double sided, typed in Arial 11 font, or equivalent, using one (1) inch margins and may not exceed one (1) 3-inch binder in length. All pages must be numbered, identify this solicitation number, and include the

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

Respondent's name. Graphics, charts, and tables provided in the Response may be submitted in a smaller font than Arial 11.

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

**Any portion of the submitted Response which is asserted to be exempt from disclosure under Chapter 119, F.S., shall be clearly marked (by whatever means necessary, i.e., stamp) "exempt", "confidential", or "trade secret" (as applicable) and shall also contain the statutory basis for such claim on every page. Pages containing trade secrets shall be marked "trade secret as defined in Section 812.081, F.S.". Failure to identify such portions shall constitute a waiver of any claimed exemption and the Agency will provide such records in response to public records requests without notifying the Respondent. Designating material simply as "proprietary" will not necessarily protect it from disclosure under Chapter 119, F.S.**

If a requestor asserts a right to the Confidential Information, the Agency will notify the Respondent such an assertion has been made. It is the Respondent's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, F.S. or other applicable law. If the Agency becomes subject to a demand for discovery or disclosure of the Confidential Information of the Respondent in a legal proceeding, the Agency will give the Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Respondent shall be responsible for defending its determination that the redacted portions of its Response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

All information included in the Response (including, without limitation, technical and cost information) and any resulting contract that incorporates the successful Proposal (fully, in part, or by reference) shall be a matter of public record regardless of copyright status. Submission of a Response to this solicitation that contains material for which the Responder 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.

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

**b. Duplicate Copies of the Original Response**

The Respondent shall submit **five (5) Duplicate Copies** of the Original Response.

**c. Redacted Version of the Original Response**

**The Respondent must also submit both a hard and an electronic redacted copy of the Response suitable for release to the public.** Any confidential or trade secret information covered under Section 812.081, F.S., should be either redacted or completely removed. The redacted Response shall be marked as the “redacted” copy.

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

If a public records request is submitted to the Agency for Responses submitted to this solicitation, the Agency may elect to release the redacted Response without conducting any pre-release review of the redacted Response. If an action is brought against the Agency in any appropriate judicial forum contesting some or all redactions made by the prospective Vendor to its Response, the Agency may elect not to defend against such claims, and may elect to release an unredacted version of a prospective Vendor's Response. If any attorneys' fees or costs are assessed against the Agency in a judicial proceeding resulting from the prospective Vendor's redaction of its Response in this solicitation, the prospective Vendor agrees, by submitting a Response to this solicitation, to hold the Agency harmless and to pay such attorney's fee and cost awards on behalf of the Agency, or to otherwise hold the Agency harmless.

By submitting a Response, the Respondent agrees to protect, defend, and indemnify the Agency for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Respondent fails to submit a redacted copy of information it claims is confidential, the Respondent agrees that the Agency is authorized to produce the entire documents, data, or records submitted to the Agency in answer to a public records request for these records.

**d. Electronic Copies of the Response**

The Respondent shall submit **seven (7) electronic copies** of the entire Response (i.e., **one (1) marked “Original”**; **five (5) marked “Duplicate Copy”**; and **one (1) marked “Redacted”**).



## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

The electronic format shall be submitted on CD-ROM. The software used to produce the electronic files must be Microsoft Word 2013 and/or Excel 2013 or greater. These electronic files must be logically named and easily mapped to the hard copy submittal. The electronic media must be clearly labeled in the same manner as the hard copies.

### **8. Mandatory Response Content**

The Response shall consist of the following parts and shall be clearly labeled and tabbed in the order as specified below:

#### **a. Transmittal (Cover) Letter**

This letter is mandatory and serves as the document covering transmittal of the Response package, as well as verification of the prospective Vendor name, address, and Federal Employer Identification (FEID) Number. The letter must provide the name, title, address, telephone number, original signature and email address of the official prospective Vendor contact and an alternate, if available. These individuals shall have the authority to bind the prospective Vendor to a contract and shall be available to be contacted by telephone and to attend meetings as may be appropriate.

The transmittal (cover) letter must also contain a statement authorizing release of the redacted version of the Response in the event the Agency receives a public records request.

If submitting a Proposal as a joint venture and/or legal partnership, both parties must provide the requested information as described in this Sub-Item.

**FAILURE TO INCLUDE THE TRANSMITTAL (COVER) LETTER WITH THE SUBMISSION OF THE ORIGINAL RESPONSE WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE.**

#### **b. Original Proposal Guarantee**

The original Response must be accompanied by an original Proposal Guarantee payable to the State of Florida in the amount of **\$500,000.00**. The Respondent must be the guarantor. The Agency will not accept a copy of the Proposal Guarantee with the original Response.

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

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

All Proposal Guarantees will be returned upon execution of the legal Contract with the successful Vendor and receipt of the performance bond required under this solicitation (See **Section C.1.**, Instructions, **Sub-Section C.**, Response Evaluation and Contract Award, **Item 5.**, Performance Bond).

If the successful Vendor fails to execute a contract within ten (10) consecutive calendar days after a contract has been presented to the successful Vendor for signature, the Proposal Guarantee shall be forfeited to the State.

The "Proposal Guarantee" is a firm commitment as listed above, which accompanies the Proposal as assurance that the Respondent shall, upon the Agency's acceptance of his or her Proposal, execute such contractual documents as may be required within the time specified.

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

### **c. Financial Information**

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

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

- b) Audited financial statements must be current; the period covered by the audit cannot be more than one (1) fiscal year and one hundred twenty (120) calendar days old from this 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) If audited financial statements are not available, the Respondent shall submit its most recent financial information (information cannot be more than one (1) fiscal year old), which shall include at a minimum:
- a) Income Statement(s) or Revenue and Expense Statement(s) – Which are statement(s) of profit or loss (for not-for-profits it is the excess of revenues over expenses) during a particular period including all items of revenue income and expenditure.
  - b) Balance Sheet(s) – Which are statement(s) of total assets, liabilities, and net worth at a given point in time.
  - c) Cash Flow Statement(s) – Which are statement(s) that reflects the inflow of revenue versus the outflow of expenses resulting from operating, investing, and financing activities during a specific time period.
  - d) Notes to the financial statements which shall include: a description of the reporting entity, major asset categories, debt, contingency liabilities, transactions with related parties, subsequent events, and a list of significant accounting policies and estimates used.

Financial information will be reviewed by an Agency CPA to determine the Respondent's financial stability.

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

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

## ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS

**d. Exhibit C-2, Required Statements and Certifications**

The following statements and certifications, contained in **Exhibit C-2, Required Statements and Certifications**, are required and must be submitted with the Response:

- 1) **Acceptance of Solicitation Requirements** – understanding and agreeing that the prospective Vendor has read all requirements and the Agency's specifications provided in this solicitation, accepts said requirements, and that the prospective Vendor's Response is made in accordance with the provisions of such requirements and specifications. The prospective Vendor guarantees and certifies that all items included in the Response shall meet or exceed any and all such requirements and Agency specifications. If awarded a contract resulting from this solicitation, the prospective Vendor agrees to deliver services that meet or exceed the requirements and specifications provided in this solicitation.
- 2) **Acceptance of the Contract Terms and Conditions** - certifying that the prospective Vendor, if awarded a contract resulting from this solicitation, will comply with all terms and conditions as specified in this solicitation and in the Agency Standard Contract, **Exhibit C-9**.
- 3) **Statement of Inactivity** – certifying the Respondent is not actively involved in pharmacy claims processing and/or claims adjudication for any organization conducting business within the State of Florida.
- 4) **Statement of Enrollment** - certifying the Respondent is currently enrolled as a Florida Medicaid provider.
- 5) **Statement of No Conflict** – certifying the Respondent shall not subcontract with any provider that would cause a conflict of interest to its company during the entire term of the Contract resulting from this solicitation.
- 6) **Statement of State of Florida Location** – certifying the Respondent shall maintain physical offices in the State of Florida for the provision of all services under the Contract resulting from this solicitation.
- 7) **Statement of No Involvement** - certifying that neither the prospective Vendor nor any person with an interest in the company had any prior involvement in performing a feasibility study of the implementation of the subject

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

Contract, in drafting of this solicitation or in developing the subject program.

- 8) **Non-Collusion Certification** – certifying all persons, companies, or parties interested in the Response as principals are named; that the Response is made without collusion with any other person, persons, company or parties submitting a Response; that it is in all respects made in good faith; and the signatory has full authority to legally bind the prospective Vendor to the provisions of this solicitation.
- 9) **Organizational Conflict of Interest Certification** – certifying that the prospective Vendor (including its subcontractors, subsidiaries and partners) have no existing relationship, financial interest, or other activity which creates any actual or potential organizational conflicts of interest relating to the award of a contract resulting from this solicitation; or the prospective Vendor 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.”

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

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

The Conflict of Interest Mitigation Plan will be evaluated as acceptable or not acceptable and will be used to determine prospective Vendor responsibility, as defined in Section 287.012(25), F.S. The Agency reserves the right to request additional information from the prospective Vendor or other

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

sources, as deemed necessary, to determine whether or not the plan adequately neutralizes, mitigates, or avoids the identified conflicts.

- 10) Certification Regarding Terminated Contracts** – the Respondent shall list:
- All State or Federal Contracts that it or its subsidiaries and affiliates have unilaterally or willfully terminated within the past five (5) years prior to the end of a contract.
  - All State or Federal Contracts of the prospective Vendor and its subsidiaries and affiliates that have been terminated within the past five (5) years by a State or the Federal government for cause, prior to the end of the Contract.

**THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO EXHIBIT C-2, REQUIRED STATEMENTS AND CERTIFICATIONS, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. FAILURE TO SUBMIT EXHIBIT C-2, REQUIRED STATEMENTS AND CERTIFICATIONS, SIGNED BY AN AUTHORIZED OFFICIAL, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. EXHIBIT C-2, REQUIRED STATEMENTS AND CERTIFICATIONS, IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT: [HTTP://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SHTML](http://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SHTML).**

**e. Exhibit C-3, Vendor Certification Regarding Scrutinized Companies Lists**

The Respondent shall complete **Exhibit C-3**, Vendor Certification Regarding Scrutinized Companies Lists, certifying that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S. Pursuant to Section 287.135(5), F.S., the Respondent agrees the Agency may immediately terminate the resulting Contract for cause if the Respondent is found to have submitted a false certification or if the Respondent is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the resulting Contract.

## ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS

THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO EXHIBIT C-3, VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. FAILURE TO SUBMIT EXHIBIT C-3, VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS, SIGNED BY AN AUTHORIZED OFFICIAL, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. EXHIBIT C-3, VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS, IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT:

[HTTP://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SH TML](http://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SH TML).

f. **Exhibit C-4, Past Performance – Client Reference Form**

The Respondent shall submit Page 1 of **Exhibit C-4, Past Performance – Client Reference Form**. **Page 1 of Exhibit C-4, Past Performance – Client Reference Form is mandatory.**

See **Exhibit C-4, Past Performance – Client Reference Form** for additional instructions for client reference submission.

THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO EXHIBIT C-4, PAST PERFORMANCE – CLIENT REFERENCE FORM, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. FAILURE TO SUBMIT PAGE 1 OF EXHIBIT C-4, PAST PERFORMANCE – CLIENT REFERENCE FORM, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. EXHIBIT C-4, PAST PERFORMANCE – CLIENT REFERENCE FORM, IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT:

[HTTP://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SH TML](http://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SH TML).

g. **Exhibit C-5, Submission Requirements and Evaluation Criteria Components (Technical Response)**

RESPONDENTS TO THIS SOLICITATION ARE REQUIRED TO SUBMIT THEIR RESPONSES UTILIZING EXHIBIT C-5, SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE).

THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO EXHIBIT C-5,

## ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS

SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE), WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. FAILURE TO SUBMIT EXHIBIT C-5, SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE), WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. EXHIBIT C-5, SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE), IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT:

[HTTP://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SH TML](http://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SH TML).

**h. Exhibit C-6, Cost Proposal**

The Respondent shall submit one (1) original Cost Proposal (**Exhibit C-6**) with its Original Response.

THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO EXHIBIT C-6, COST PROPOSAL, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. FAILURE TO SUBMIT EXHIBIT C-6, COST PROPOSAL, SIGNED BY AN AUTHORIZED OFFICIAL, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. EXHIBIT C-6, COST PROPOSAL, IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT:

[HTTP://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SH TML](http://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SH TML).

EXHIBIT C-6, COST PROPOSAL, SHALL NOT INCLUDE A COST THAT EXCEEDS THE MAXIMUM CONTRACT AMOUNT LISTED IN SECTION C.1., INSTRUCTIONS, SUB-SECTION A., OVERVIEW, ITEM 11., TYPE AND AMOUNT OF CONTRACT CONTEMPLATED. A RESPONSE WHICH CONTAINS A COST PROPOSAL THAT EXCEEDS THE AGENCY'S MAXIMUM CONTRACT AMOUNT WILL BE REJECTED.

**i. Exhibit C-6A, Detailed Budget**

The Respondent shall submit one (1) original Detailed Budget (**Exhibit C-6A**) with its Original Response.

**Exhibit C-6A**, Detailed Budget must support and justify the costs contained in **Exhibit C-6**, Cost Proposal.

THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO EXHIBIT C-6A,



## ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS

DETAILED BUDGET, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. FAILURE TO SUBMIT EXHIBIT C-6A, DETAILED BUDGET, SIGNED BY AN AUTHORIZED OFFICIAL, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. EXHIBIT C-6A, DETAILED BUDGET, IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT:

[HTTP://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SH  
TML.](http://ahca.myflorida.com/procurements/index.shtml)

EXHIBIT C-6A, DETAILED BUDGET, SHALL NOT INCLUDE A COST THAT EXCEEDS THE MAXIMUM CONTRACT AMOUNT LISTED IN SECTION C.1., INSTRUCTIONS, SUB-SECTION A., OVERVIEW, ITEM 11., TYPE AND AMOUNT OF CONTRACT CONTEMPLATED. A RESPONSE WHICH CONTAINS A DETAILED BUDGET THAT EXCEEDS THE AGENCY'S MAXIMUM CONTRACT AMOUNT WILL BE REJECTED.

**j. Exhibit C-7, Respondent Attestation for Response Submission**

The following certifications, contained in **Exhibit C-7**, Respondent Attestation for Response Submission, are required and must be submitted with the Response:

- Certifying that no modification and/or alteration has been made to the template, narrative and/or instructions contained in **Exhibit C-5**, Submission Requirements and Evaluation Criteria Components (Technical Response).
- Acknowledging that the Agency will not consider supplemental Response narrative for evaluation which is not contained within the Response Sections as described in **Exhibit C-5**, Submission Requirements and Evaluation Criteria Components (Technical Response).

THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO EXHIBIT C-7, RESPONDENT ATTESTATION FOR RESPONSE SUBMISSION, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. FAILURE TO SUBMIT EXHIBIT C-7, RESPONDENT ATTESTATION FOR RESPONSE SUBMISSION, SIGNED BY AN AUTHORIZED OFFICIAL, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. EXHIBIT C-7, RESPONDENT ATTESTATION FOR RESPONSE SUBMISSION, IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT:

[HTTP://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SH  
TML.](http://ahca.myflorida.com/procurements/index.shtml)

# ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS

## 9. Optional Response Content

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 C-8**, Certification of Drug-Free Workplace Program, to certify that the Respondent has a drug-free workplace program.

**Exhibit C-8**, Certification of Drug-Free Workplace Program, is available for Respondents to download at [HTTP://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SH TML](http://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SH TML).

## C. Response Evaluation and Contract Award

### 1. Response Clarification

The Agency reserves the right to seek written clarification from a prospective Vendor of any information contained in the prospective Vendor’s Response.

### 2. Evaluation Criteria

#### a. Review of Mandatory Criteria

The Procurement Office and other Agency staff will review Responses to this solicitation against the mandatory criteria found in **Table 1**, Mandatory Criteria Questions, below. Responses failing to comply with all mandatory criteria will not be considered for further evaluation.

TABLE 1			
MANDATORY CRITERIA QUESTIONS			
		YES	NO
1)	Does the Response include the <b>Transmittal (Cover) Letter</b> from each required party as specified in <b>Section C.1.</b> , Instructions, <b>Sub-Section B.</b> , General Instructions for Response Preparation and Submission, <b>Item 8.</b> , Mandatory Response Content, <b>Sub-Item a.</b> ?		
2)	Does the <b>Transmittal (Cover) Letter</b> contain the following information from		

## ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS

TABLE 1			
MANDATORY CRITERIA QUESTIONS			
		YES	NO
	<p>each required party as specified in <b>Section C.1.</b>, Instructions, <b>Sub-Section B.</b>, General Instructions for Response Preparation and Submission, <b>Item 8.</b>, Mandatory Response Content, <b>Sub-Item a.</b>?</p> <ul style="list-style-type: none"> <li>• Prospective Vendor Name;</li> <li>• Prospective Vendor Address;</li> <li>• Prospective Vendor FEID Number;</li> <li>• Name, title, address, telephone number, original signature and email address of the official prospective Vendor contact and an alternate, if available; and</li> <li>• Statement authorizing release of the redacted version of the Response in the event the Agency receives a public records request.</li> </ul>		
3)	<p>Does the Response include the <b>Original Proposal Guarantee</b> in the amount of <b>\$500,000.00</b>, as specified in <b>Section C.1.</b>, Instructions, <b>Sub-Section B.</b>, General Instructions for Response Preparation and Submission, <b>Item 8.</b>, Mandatory Response Content, <b>Sub-Item b.</b>?</p>		
4)	<p>Does the Response include the <b>Financial Information</b>, as specified in <b>Section C.1.</b>, Instructions, <b>Sub-Section B.</b>, General Instructions for Response Preparation and Submission, <b>Item 8.</b>, Mandatory Response Content, <b>Sub-Item c.</b>?</p>		
5)	<p>Does the Response include <b>Exhibit C-2, Required Statements and Certifications</b>, as specified in <b>Section C.1.</b>, Instructions, <b>Sub-Section B.</b>, General Instructions for Response Preparation and Submission, <b>Item 8.</b>, Mandatory Response Content, <b>Sub-Item d.</b>?</p>		
6)	<p>Does the Response include <b>Exhibit C-3, Vendor Certification Regarding Scrutinized Companies Lists</b>, as specified in <b>Section C.1.</b>, Instructions, <b>Sub-Section B.</b>, General Instructions for</p>		

**ATTACHMENT C  
INSTRUCTIONS AND SPECIAL CONDITIONS**

TABLE 1			
MANDATORY CRITERIA QUESTIONS			
		YES	NO
	Response Preparation and Submission, <b>Item 8.</b> , Mandatory Response Content, <b>Sub-Item e.</b> ?		
7)	Does the Response include <b>PAGE 1</b> of <b>Exhibit C-4, Past Performance – Client Reference Form</b> , as specified in <b>Section C.1.</b> , Instructions, <b>Sub-Section B.</b> , General Instructions for Response Preparation and Submission, <b>Item 8.</b> , Mandatory Response Content, <b>Sub-Item f.</b> ?		
8)	Does the Response include <b>Exhibit C-5, Submission Requirements and Evaluation Criteria Components (Technical Response)</b> , as specified in <b>Section C.1.</b> , Instructions, <b>Sub-Section B.</b> , General Instructions for Response Preparation and Submission, <b>Item 8.</b> , Mandatory Response Content, <b>Sub-Item g.</b> ?		
9)	Does the Response include <b>Exhibit C-6, Cost Proposal</b> , as specified in <b>Section C.1.</b> , Instructions, <b>Sub-Section B.</b> , General Instructions for Response Preparation and Submission, <b>Item 8.</b> , Mandatory Response Content, <b>Sub-Item h.</b> ?		
10)	Does the Response include <b>Exhibit C-6A, Detailed Budget</b> , as specified in <b>Section C.1.</b> , Instructions, <b>Sub-Section B.</b> , General Instructions for Response Preparation and Submission, <b>Item 8.</b> , Mandatory Response Content, <b>Sub-Item i.</b> ?		
11)	Does the Response include <b>Exhibit C-7, Response Attestation for Response Submission</b> , as specified in <b>Section C.1.</b> , Instructions, <b>Sub-Section B.</b> , General Instructions for Response Preparation and Submission, <b>Item 8.</b> , Mandatory Response Content, <b>Sub-Item j.</b> ?		

# ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS

**b. Financial Evaluation**

An Agency CPA will evaluate each Respondent's financial information. A score will be assigned for financial stability based on **Table 2**, Financial Stability Scale, below. Respondents determined to have insufficient financial resources to fully perform the Contract requirements outlined in this solicitation will be disqualified at the Agency's sole discretion.

<b>TABLE 2</b>	
<b>FINANCIAL STABILITY SCALE</b>	
<b>POINT SCORE</b>	<b>EVALUATION</b>
20	Financial stability is excellent.
15	Financial stability is above average.
10	Financial stability is average.
5	Financial stability is below average.
0	Financial stability is inadequate.

**c. Past Performance Evaluation**

Past performance will be scored based on answers to the questions outlined in **Exhibit C-4**, Past Performance – Client Reference Form, Evaluation Questionnaire for Past Performance, received from three (3) separate and verifiable non-Agency client references. A score will be assigned for each individual non-Agency client reference. Each reference is worth a maximum of **45** points.

The Agency reserves the right to contact sources other than those identified by the Respondent to obtain additional information regarding past performance. Information obtained from contacted references and additional contacts may be used to determine whether the Respondent is a "responsible Vendor", as defined in Section 287.012(25), F.S.

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

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## ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS

### d. Technical Response Evaluation

Each Response determined to be in compliance with all mandatory criteria will be independently evaluated and awarded points based on the criteria and points scale indicated in **Table 3**, Technical Response Scale, below, unless otherwise identified in **Exhibit C-5**, Submission Requirements and Evaluation Criteria Components (Technical Response).

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.

<b>TABLE 3</b>	
<b>TECHNCIAL RESPONSE SCALE</b>	
<b>POINT SCORE</b>	<b>EVALUATION</b>
0	The component was not addressed.
1	The component contained significant deficiencies.
2	The component is below average.
3	The component is average.
4	The component is above average.
5	The component is excellent.

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## ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS

**Table 4**, Summary Score Sheet, below, will be used to assign points to all Responses designated as “responsive”. Evaluations will be based on the detailed evaluation criteria components indicated in **Exhibit C-5**, Submission Requirements and Evaluation Criteria Components (Technical Response).

<b>TABLE 4</b>						
<b>SUMMARY SCORE SHEET</b>						
		<b>Maximum Raw Score Possible</b>		<b>Weight Factor</b>		<b>Maximum Points Possible</b>
<b>A.</b>	<b>Financial Stability</b>	20	X	10	=	200
<b>B.</b>	<b>Past Performance</b>					
1.	Client #1	45	X	1	=	45
2.	Client #2	45	X	1	=	45
3.	Client #3	45	X	1	=	45
<b>C.</b>	<b>Technical Response</b>					
1.	Table of Contents					
2.	Executive Summary					
3.	Organizational Structure and History	15	X	2	=	30
4.	Experience and Qualifications	70	X	1.3	=	91
5.	Vendor Staffing	90	X	1	=	90
6.	Statewide Medicaid Comprehensive Hemophilia Management (MCHM) Services	65	X	1	=	65
7.	Implementation	45	X	1	=	45
8.	Customer Service	15	X	6	=	90
9.	Training, Education and Outreach	45	X	1	=	45
10.	Information Technology	90	X	1	=	90
11.	Quality Assurance/Internal Quality Control (IQC) Program	65	X	1	=	65
12.	Transition of Resulting Contract	10	X	2	=	20
<b>D.</b>	<b>Cost Proposal</b>					
	Fixed Proposed Percentage for Initial Three (3) Year Contract Term	10	X	100	=	1000
<b>TOTAL:</b>						<b>1966</b>

**e. Detailed Evaluation Criteria Components**

**SEE EXHIBIT C-5, SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE), TO BE SUBMITTED IN RESPONSE TO THIS SOLICITATION. EXHIBIT C-5, SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE) IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT:**

## ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS

[HTTP://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SH  
TML.](http://ahca.myflorida.com/procurements/index.shtml)

**f. Cost Proposal Evaluation**

The Agency will evaluate each Cost Proposal (**Exhibit C-6**, Cost Proposal) and award points based on **Table 5**, Cost Proposal Formula, below. The Respondent with the highest proposed fixed percentage (**Exhibit C-6**, Cost Proposal) will receive the maximum allowable points (**10 points**). The remaining Respondents will receive a percentage of the maximum points.

<b>TABLE 5 COST PROPOSAL FORMULA</b>							
<i>Inverse of Highest Proposed Fixed Percentage</i>	÷	=	%	x	10	=	<i>Total Points Awarded</i>
<i>Inverse of Remaining Respondent's Proposed Percentage</i>							

**EXAMPLE:**

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

<u>Respondent</u>	<u>Proposed Fixed Percentage</u>	<u>Inverse</u>
Respondent 1	340B ceiling – 25%	(1 - .25) = .75
Respondent 2	340B ceiling – 0%	(1 - .00) = 1.00
Respondent 3	340B ceiling – 10%	(1 - .10) = .90

**Respondent 1** receives the maximum allowable points

<i>.75 (Inverse of Respondent 1)</i>	÷	=	.75	x	10	=	<b>Respondent 2</b> <i>Total Points Awarded = 7.5</i>
<i>1.00 (Inverse of Respondent 2)</i>							

<i>.75 (Inverse of Respondent 1)</i>	÷	=	.83	x	10	=	<b>Respondent 3</b> <i>Total Points Awarded = 8.3</i>
<i>.90 Inverse of (Respondent 3)</i>							



## ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS

### g. Ranking of Responses

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

#### EXAMPLE:

In this example, there are 461 maximum available points and three (3) Respondents.

#### Step 1

A total point score will be calculated for each Response. The total point score includes Evaluator (A, B, C or D) score; total Past Performance score for the Respondent; Financial Stability score for the Respondent; Cost Proposal score for the Respondent; and the score of any sections evaluated by less than (3) evaluators for the Respondent.

Below is a summary of the total point scores for the four (4) Respondents.

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

Below is an example of how the total point score is calculated (Respondent 1).

Evaluator A score:	261
Total Past Performance score for Respondent 1:	120
Financial Stability score for Respondent 1:	15
Cost Proposal score for Respondent 1:	10
Other sections evaluated by less than three (3) evaluators score for Respondent 1:	45
<b>Total Point Score for Evaluator A, Respondent 1</b>	<b>451</b>

Evaluator B score:	211
Total Past Performance score for Respondent 1:	120
Financial Stability score for Respondent 1:	15
Cost Proposal score for Respondent 1:	10
Other sections evaluated by less than three (3) evaluators score for Respondent 1:	45
<b>Total Point Score for Evaluator B, Respondent 1</b>	<b>401</b>

## ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS

Evaluator C score:	126
Total Past Performance score for Respondent 1:	120
Financial Stability score for Respondent 1:	15
Cost Proposal score for Respondent 1:	10
Other sections evaluated by less than three (3) evaluators score for Respondent 1:	45
<b>Total Point Score for Evaluator C, Respondent 1</b>	<b>316</b>

Evaluator D score:	228
Total Past Performance score for Respondent 1:	120
Financial Stability score for Respondent 1:	15
Cost Proposal score for Respondent 1:	10
Other sections evaluated by less than three (3) evaluators score for Respondent 1:	45
<b>Total Point Score for Evaluator D, Respondent 1</b>	<b>418</b>

### Step 2

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

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

### Step 3

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

Respondent 1	$1+2+3+3=9\div 4=2.25$
Respondent 2	$2+3+1+1=7\div 4=1.75$
Respondent 3	$3+1+2+2=8\div 4=2.0$

### Step 4

The average rankings for each Response will be used to determine the Vendor recommended for award. The Respondent receiving the highest ranking (highest = 1), will be eligible for award; however, the Agency reserves the right to also award Contract(s) to the second and third highest ranked Respondents in the event awarding to multiple Vendors would provide best value to the Agency. The Agency, at its sole discretion, shall determine the number of awards.

In this example, Respondent 2 would be recommended for award.

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

### **3. Number of Awards**

The Agency anticipates the issuance of one (1) contract as a result of this solicitation; however, the Agency reserves the right to also award up to three (3) contracts in the event awarding to multiple vendors would provide best value to the Agency. The Agency, at its sole discretion, shall determine the number of awards.

### **4. Posting of Notice of Intent to Award**

Tabulation of Results, with the recommended Contract award, will be posted and will be available for review by interested parties at the time and location specified in **Section C.1.**, Instructions, **Sub-Section A.** Overview, **Item 6.**, Solicitation Timeline, and will remain posted for a period of seventy two (72) hours, not including weekends or State observed holidays. Any responding Vendor desiring to protest the recommended Contract award must file a notice of protest to the Issuing Officer identified in **Section C.1.**, Instructions, **Sub-Section A.** Overview, **Item 5.**, Issuing Officer, and any formal protest with the Agency for Health Care Administration, Agency Clerk, 2727 Mahan Drive, Mail Stop 3, Building 3, Room 3407C, Tallahassee, Florida 32308, 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., shall constitute a waiver of proceedings under Chapter 120, F.S.

### **5. Performance Bond**

A performance bond in the amount of ten percent (10%) of the total annual amount of the resulting Contract shall be furnished to the Agency by the successful Vendor. The bond must be furnished to the Issuing Officer identified in **Section C.1.**, Instructions, **Sub-Section A.**, Overview, **Item 5.**, Issuing Officer, within thirty (30) calendar days after execution of the resulting Contract and prior to commencement of any work under the resulting Contract. Thereafter, the bond shall be furnished on an annual basis, thirty (30) calendar days prior to the new Contract year and be in the amount of ten percent (10%) of the current annual Contract amount. The performance bond must not contain any provisions that shorten the time for bringing an action to a time less than that provided by the applicable Florida Statute of Limitations. See Section 95.03, F.S.

No payments will be made to the successful Vendor 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 Vendor's bond. The bond shall provide that the insurer or bonding company(s) pay losses suffered by the Agency directly to the Agency.

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

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

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

### **6. Insurance**

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

The successful Vendor shall secure and maintain Commercial General Liability insurance including bodily injury, property damage, personal and advertising injury and products and completed operations. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under the resulting Contract, whether such services and/or operations are by the successful Vendor or anyone directly, or indirectly employed by 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 the resulting Contract and hold the State of Florida harmless from subrogation. The successful Vendor shall set the limits of liability necessary to provide reasonable financial protections to the successful Vendor and the State of Florida under the resulting Contract.

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

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

The successful Vendor shall submit insurance certificates evidencing such insurance coverage prior to execution of a contract with the Agency.

**7. MyFloridaMarketPlace Vendor Registration and Transaction Fee**

**a. MyFloridaMarketPlace Vendor Registration**

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

**b. MyFloridaMarketPlace Transaction Fee**

The Contract resulting from this solicitation has been exempted by the Florida Department of Management Services from paying the transaction fee per Rule 60A-1.032(2)(a and b), F.A.C.

**8. Florida Department of State**

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

**9. Contract Execution**

Please see **Exhibit C-9**, Standard Contract, for Standard Contract; Business Associate Agreement; Certification Regarding Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreements; Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts; and Vendor Certification Regarding Scrutinized Companies Lists which will be required submissions at the time of resulting contract execution.

A copy of the proposed Standard Contract containing all requirements is included as **Exhibit C-9**, Standard Contract. The prospective Vendor should closely review the requirements contained in the proposed Standard Contract. Modifications proposed by the prospective Vendor will not be considered. This solicitation, including all its addenda, the Agency's written response to written inquiries, and the successful Vendor's Response shall be incorporated by reference in the final Contract document.

The successful Vendor shall perform its contracted duties in accordance with the resulting Contract, this solicitation, including all addenda and the successful Vendor's Response to this solicitation. In the event of conflict among resulting contract documents, any identified inconsistency in the

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

resulting Contract shall be resolved by giving precedence in the following order:

- a. The resulting Contract, including all attachments;
- b. This solicitation, including all addenda; and
- c. The successful Vendor's Response to this solicitation.

### **10. Lobbying Disclosure**

The successful Vendor shall comply with applicable Federal requirements for the disclosure of information regarding lobbying activities of the successful Vendor, subcontractors or any authorized agent. Certification forms shall be filed by the successful Vendor and all subcontractors, certifying that no Federal funds have been or shall be used in Federal lobbying activities, and the disclosure forms shall be used by the successful Vendor and all subcontractors to disclose lobbying activities that have been or shall be paid with non-Federal funds. (See **Exhibit C-9**, Standard Contract)

The successful Vendor shall 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.

### **11. Certification Regarding Debarment and Suspension**

If the Contract to be awarded as a result of this solicitation is funded in part by Federal funds that exceed the **\$25,000.00** requirement, the successful Vendor shall be required to sign a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion as part of the contracting process. (See **Exhibit C-9**, Standard Contract)

### **12. Transition of Resulting Contract**

- a. At the conclusion of the Contract resulting from this solicitation, the Vendor shall verify the completion of the Medicaid Comprehensive Hemophilia Management process during the resulting Contract period.
- b. At the time of resulting Contract completion, the successful Vendor shall cooperate with the Agency in transitioning responsibilities of the resulting Contract to the Agency or another Vendor.
- c. The successful 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 the resulting Contract. This obligation survives termination of the Contract.

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

- d. Prior to the ending or termination of the resulting Contract, the successful 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 each entity;
  - 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 successful Vendor's system;
  - 5) A mechanism and timeframe for transmitting documents produced under the resulting 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.

### **C.2. Special Terms and Conditions**

#### **A. Applicable Laws and Regulations**

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

Chapter 409, F.S.; Rule 62-730.160, F.A.C. pertaining to standards applicable to generators of hazardous waste; all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 United States Code (U.S.C.) 7401 et seq.; Title VI of the Civil Rights Act of 1964, as amended; 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap; 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; the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age; 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; the Americans with Disabilities Act of 1990, Public Law 101-336, which prohibits discrimination on the basis of disability and

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

requires reasonable accommodation for persons with disabilities; the Medicare-Medicaid Fraud and Abuse Act of 1978; other Federal omnibus budget reconciliation acts; the Balanced Budget Act of 1997; and all regulations, guidelines and standards as are now or may be lawfully adopted under the above statutes.

### **B. Prison Health Rehabilitative Industries and Diversified Enterprises, Inc. (P.R.I.D.E.)**

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the resulting Contract shall be purchased from the corporation identified under Chapter 946, 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 the resulting Contract the person, firm, or other business entity carrying out the provisions of the resulting Contract shall be deemed to be substituted for this Agency insofar as dealings with such corporation are concerned.

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

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

### **C. RESPECT of Florida**

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, the resulting Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, 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 the resulting Contract the person, firm, or other business entity carrying out the provisions of the resulting Contract shall be deemed to be substituted for this Agency insofar as dealings with such 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)



## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

### **D. Audits/Monitoring**

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

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

During the resulting Contract period, these records shall be available at the successful Vendor's office at all reasonable times. After the resulting Contract period and for ten (10) years following, the records shall be available at the successful Vendor's chosen location subject to the approval of the Agency. If the records need to be sent to the Agency, the successful Vendor shall bear the expense of delivery. Prior approval of the disposition of the successful Vendor and subcontractor records must be requested and approved by the Agency if the resulting Contract or subcontract is continuous. This obligation survives termination of the Contract.

The successful 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. In these instances, audit responsibilities have been delegated to the State and are subject to the on-going audit requirements of the State of Florida and of the Agency.

### **E. Inspection of Records and Work Performed**

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 the resulting Contract are performed. All inspections and evaluations shall be performed in such a manner as not to unduly delay work.

The successful Vendor shall retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under the resulting Contract for a period of ten (10) years after termination of the resulting Contract, or if an audit has been initiated and audit findings have not been resolved at the end of ten (10) years, the records shall be retained until resolution of the audit findings. Refusal by the successful Vendor to allow access to all records, documents, papers, letters, other materials or on-site activities related to the resulting Contract performance shall constitute a breach of the resulting Contract. The right of the Agency and its authorized representatives to perform inspections shall continue for as long as the successful Vendor is required to maintain records. The successful Vendor shall be responsible for all storage fees associated with the medical records maintained under the resulting

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

Contract. The successful Vendor is also responsible for the destruction of medical records that meet the retention schedule noted above.

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

In accordance with Section 20.055, F.S., the successful 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.

### **F. Accounting**

The successful Vendor shall maintain an accounting system and employ accounting procedures and practices that conform to generally accepted accounting principles and standards. All charges applicable to the resulting Contract shall be readily ascertainable from such records.

The successful Vendor is required to submit annual financial audits to the Agency within thirty (30) calendar days of receipt.

### **G. Subcontracting**

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

All subcontracts must comply with applicable State and/or Federal law.

The Agency encourages Vendors to partner with subcontractors who can provide best value and the best in class solutions in response to this solicitation. However, the successful Vendor is responsible for all work performed under the Contract resulting from this solicitation. No subcontract that the successful Vendor enters into with respect to performance under the resulting Contract shall in any way relieve the successful Vendor of any responsibility for performance of its duties. The successful Vendor shall assure that all tasks related to the subcontract are performed in accordance with the terms of the resulting Contract. If the Agency determines, at any time, that a subcontract is not in compliance with a resulting Contract requirement, the successful 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 the resulting Contract and Section 409.912(6), F.S. (related to sanctions).

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

All payments to subcontractors will be made by the successful Vendor.

Any subcontract changes subsequent to the Contract award, constitutes a change in the approved subcontractor. Changes in subcontracts require approval in writing by the Agency's Contract Manager prior to the effective date of any subcontract.

No subcontract that the successful Vendor enters into with respect to performance under the resulting Contract shall, in any way, relieve the successful Vendor of any responsibility for the performance of duties under the resulting Contract. The successful Vendor shall monitor its subcontracts to assure that all tasks related to the subcontract are performed in accordance with the terms of the resulting Contract and shall provide the Agency with its monitoring schedule annually by December 1 of each resulting Contract year. The successful Vendor shall identify in its subcontracts any aspect of service that may be further subcontracted by the subcontractor.

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 solicitation enthusiastically embrace diversity. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Prospective Vendors can contact the Office of Supplier Diversity at (850) 487-0915 or online at <http://osd.dms.state.fl.us/> for information on minority Vendors who may be considered for subcontracting opportunities.

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

### **H. HIPAA Compliance**

The successful 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.

The successful 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

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

(FIPS), and/or the National Institute of Standards and Technology (NIST) publications regarding cryptographic standards.

### **I. Confidentiality of Information**

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

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

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

The successful 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.

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

### **J. Employment**

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

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

### **K. Work Authorization Program**

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

### **L. Equal Employment Opportunity (EEO) Compliance**

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

### **M. Discrimination**

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.

### **N. Patents, Royalties, Copyrights, Right to Data and Sponsorship Statement**

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

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

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

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

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

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

Where activities supported by the Contract resulting from this solicitation 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 the resulting Contract shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida Department of State.

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

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

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 successful Vendor shall include the Statement: "Sponsored by (name of successful Vendor) and the State of Florida, Agency for Health Care Administration." If the sponsorship reference is in written material, the words, "State of Florida, Agency for Health Care Administration" shall appear in the same size letters or type as the name of the organization.

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

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

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

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

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

### **O. System Functionality**

1. The successful Vendor shall 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 successful Vendor shall comply with HIPAA and the Health Information Technology for Economic and Clinical Health (HITECH) Act.
3. The successful Vendor shall have protocols and internal procedures for ensuring system security and the confidentiality of recipient identifiable data.

### **P. Information Technology**

1. The successful Vendor shall have the necessary information technology (IT) resources needed to fully manage the product required in this solicitation, and resulting Contract.
2. **Development Requirements**
  - a. The successful Vendor shall provide the Agency, providers, and others as identified in this solicitation, with the necessary software to execute the requested system.
  - b. The successful 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.
  - c. The successful Vendor shall develop a system that allows Agency staff to access the system from the Agency network and mobile devices.
  - d. The successful Vendor shall allow Agency access to the data for reporting purposes. Data exports shall comply with the National Information Exchange Model (NIEM) format.
  - e. The successful Vendor's architecture and design document will be reviewed by Agency IT before coding starts. This will require a personal presentation by the successful Vendor's architect(s).
  - f. Comments will be used in the code to help other developers to understand the coding methodology/logic that was used.



## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

- g.** Proper exception handling is required.
- h.** Logging and Auditing may be required for some systems.
- i.** Usage of Session and Cache should be limited.
- j.** 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.
- k.** The website shall be Section 508 compliant and follow W3C industry standards and best practices.
- l.** The website shall contain the Agency header and footer that are currently on [ahca.myflorida.com](http://ahca.myflorida.com).
- m.** 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 successful Vendor shall deploy the system to be browser agnostic while keeping up with the most current versions of Internet browser releases in coordination with Agency IT standards. Compatibility is required by the successful Vendor with all supported versions within six (6) months of the browser's official release.
- n.** All code shall be submitted to the Agency by the successful Vendor for standards review prior to user testing. This code review requires a personal presentation by the successful Vendor's coder(s).
- o.** The successful Vendor's test plan shall be prior-approved by Agency IT. The system will be tested on and off site using different browsers and different devices.
- p.** The documents listed below are required as part of the successful Vendor's application development:
  - Architecture design;
  - Security model;
  - Technical specifications;
  - Database entity relationship diagram;
  - Data Dictionary;
  - User documentation;
  - Test plan;
  - Deployment plan; and
  - Maintenance requirements.

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

- 3. Below is the Agency's current environment:**
- HIPAA and CJIS (Criminal Justice Information System) compliance;
  - Microsoft office;
  - SQL (Structured Query Language) server;
  - Microsoft Azure and Office 365;
  - SFTP (Secure File Transfer Protocol);
  - WEB Services;
  - MVC (Model View Controller);
  - C#;
  - TFS (Team Foundation Server);
  - WEB Applications;
  - Laserfiche;
  - SharePoint;
  - SSL (Secure Sockets Layer) and TLS (Transport Layer Security); Mobile devices; and
  - SSRS (SQL Server Report Services) and Tableau.
- 4.** The successful Vendor must adhere and comply with Agency Division of IT standards regarding SSL Web interface(s) and TLS.
- 5.** The successful 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.
- 6.** The successful Vendor, its employees, subcontractors and agents shall provide immediate notice to the Agency Information Security Manager ("ISM") in the event it becomes aware of any security breach and any unauthorized transmission or loss of any or all of the data collected or created for or provided by the Agency ("State Data") or, to the extent the successful Vendor is allowed any access to Agency 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 successful Vendor shall not divulge to third parties any confidential information obtained by the successful Vendor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing resulting Contract work according to applicable rules, including, but not limited to, Rule 71A-1, F.A.C. 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 the resulting Contract unless otherwise provided herein, the successful Vendor shall not be required to keep confidential information that is publicly available through no fault of the successful Vendor, material that the successful Vendor developed independently without relying on the State's confidential information, or information that is otherwise obtainable under State law as a public record.

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

7. In the event of loss of any State Data or record where such loss is due to the negligence of the successful Vendor or any of its subcontractors or agents, the successful Vendor shall be responsible for recreating such lost data in the manner and on the schedule set by the Agency at the successful Vendor's sole expense, in addition to any other damages the Agency may be entitled to by law or the resulting Contract. In the event lost or damaged data is suspected, the successful Vendor will perform due diligence and report findings to the Agency and perform efforts to recover the data. If it is unrecoverable, the successful 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 successful 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 successful Vendor. If State Data will reside in the successful Vendor's system, the Agency may conduct, or request the successful Vendor conduct at the successful Vendor's expense, an annual network penetration test or security audit of the successful Vendor's system(s) on which State Data resides. State-owned Data will be processed and stored in data centers that are located only in the forty eight (48) contiguous United States. All successful Vendor personnel who will have access to State-owned Data will undergo the background checks and screenings described in this solicitation.
8. The successful 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](#).
9. The successful Vendor must employ traffic and network monitoring software and tools on a continuous basis to identify obstacles to optimum performance.
10. The successful 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.
11. The successful 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 successful Vendor's resources.
12. The successful Vendor must employ traffic and network monitoring software and tools on a continuous basis to prevent adware or spyware from deteriorating system performance.

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

13. The successful 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.
14. The successful Vendor must employ traffic and network monitoring software and tools on a continuous basis to monitor bandwidth usage and identify bottlenecks that impede performance.
15. The successful 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 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 successful 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 **Exhibit C-9**, Standard Contract).
16. The successful 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.
17. In order to enable the Agency to effectively measure and mitigate the successful Vendor’s security risks, the successful Vendor must annually obtain a security rating score from a vendor information security rating service which is approved by the Agency (for example: BitSight Technologies, Security Scorecard, CORL Technologies or other comparable company which rates vendor information security.) If the successful Vendor does not maintain a top tier security rating score, the Agency will impose liquidated damage(s) and/or other applicable sanction(s).

### **Q. Disaster Recovery**

1. The successful 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 the resulting Contract. The records backup standards and a comprehensive disaster recovery plan shall be developed and maintained by the successful Vendor for the entire period of the resulting

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

Contract and submitted for review annually by the anniversary date of the resulting Contract.

2. The successful Vendor shall maintain a disaster recovery plan for restoring day-to-day operations including alternative locations for the successful Vendor to conduct the requirements of the resulting 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 the resulting Contract.
3. The successful 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.
4. The disaster recovery plan shall be finalized no later than thirty (30) calendar days prior to the resulting Contract effective date. The Agency shall review the successful Vendor's disaster recovery plan during the readiness review.
5. The Agency reserves the right to direct the successful 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.
6. The successful Vendor shall make all aspects of the disaster recovery plan available to the Agency at all times.
7. The successful 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 C.2.**, Special Terms and Conditions, **Sub-Section Q.**, Disaster Recovery, **Item 1.**

### **R. Background Screening**

1. The successful Vendor shall ensure that all successful Vendor employees including managing employees that have direct access to personally identifiable information (PII), 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 successful Vendor employee or managing employee was employed prior to the execution of the resulting Contract, the successful Vendor shall ensure that the County, State, and Federal criminal background screening

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

comparable to a level 2 background screening is completed with results prior to the employee accessing any PII, PHI, or financial information.

4. Any successful 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 the resulting Contract by the successful 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 limited to, network shared drives, email, telephone, mail, computer systems, and electronic or printed reports.
6. The successful Vendor shall ensure that all successful 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. The successful Vendor shall 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 the resulting Contract execution. The successful 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. The successful Vendor shall 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 successful Vendor to liquidated damages as described in **Section C.2.**, Special Terms and Conditions, **Sub-Section Y.**, Performance Standards and Liquidated Damages, **Table 6**, Performance Standards and Liquidated Damages.

### **S. Monitoring by Vendor**

The successful Vendor shall ensure that each of its employees or subcontractors who performs activities related to the services associated with the Contract resulting from this solicitation, 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 successful Vendor employee or subcontractor may contact the Agency Complaint Hotline by calling 1-888-419-

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

3456 or by completing the online complaint form found at <https://apps.ahca.myflorida.com/hcfc>.

The successful Vendor shall ensure that each of its employees or subcontractors who performs activities related to the services associated with the Contract resulting from this solicitation, will report to the Agency areas of concern relative to the operation of any entity covered by the resulting Contract. To report concerns, the successful 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/).

Reports which represent individuals receiving services are at risk for, or have suffered serious harm, impairment, or death shall be reported to the Agency immediately and no later than twenty four (24) 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.

### **T. Public Records Requests**

In addition to **Exhibit C-9**, Standard Contract, **Section I, Item M.**, Requirements of Section 287.058, F.S. and other contract requirements provided by law, the successful Vendor shall comply with all applicable parts of Section 119.0701, F.S., the Florida Public Records Act, as follows:

1. The successful Vendor shall keep and maintain public records that ordinarily and necessarily would be required in order to perform services under the resulting Contract;
2. The successful Vendor shall provide the public with access to public records on the same terms and conditions that the Agency would provide the records and at a cost that does not exceed the cost provided in Section 119.0701, F.S., or as otherwise provided by law;
3. The successful Vendor shall 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 119.0701, F.S., or as otherwise provided by law;
4. The successful Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the resulting Contract term and following completion of the resulting Contract if the successful Vendor does not transfer the records to the Agency;
5. The successful Vendor shall not collect an individual's social security number unless the successful Vendor has stated in writing the purpose for its collection. The successful vendor collecting an individual's social

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

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.;

6. The successful Vendor shall meet all requirements for retaining public records and transfer, at no cost, to the Agency all public records in possession of the successful Vendor upon termination of the resulting 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;
7. If the successful Vendor does not comply with a public records request, the Agency shall enforce the resulting Contract provisions in accordance with this solicitation and the resulting Contract;
8. **IF THE SUCCESSFUL VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE RESULTING CONTRACT, CONTACT THE AGENCY CUSTODIAN OF PUBLIC RECORDS FOR THE RESULTING CONTRACT. THE AGENCY CUSTODIAN OF PUBLIC RECORDS FOR THE RESULTING CONTRACT WILL BE THE CONTRACT MANAGER.**

### **U. Communications**

1. Notwithstanding any term or condition of the resulting Contract to the contrary, the successful Vendor bears sole responsibility for ensuring that its performance of the resulting 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 successful Vendor must:
  - a. Submit a plan which specifies in detail the manner in which the successful Vendor will ensure that such actions are in full compliance with Communication Privacy Laws (the "Privacy Compliance Plan"); and



# **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

- 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 successful 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 successful Vendor’s Privacy Compliance Plan in 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 successful Vendor’s sole burden to ensure full compliance with applicable Communication Privacy Laws in all aspects of the successful Vendor’s performance of the resulting Contract. Violation of this term may result in sanctions to include termination of the resulting Contract and/or liquidated damages.
- 4.** The successful 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.

## **V. Smartphone Applications**

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

- 1.** The smartphone application shall disclaim that the application being used is not private and that no PHI or PII should be published on this application by the successful Vendor or provider; and
- 2.** The successful Vendor shall ensure that software applications obtained, purchased, leased, or developed are based on secure coding guidelines; for example:
  - a.** 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);
  - b.** CERT Security Coding - <http://www.cert.org/secure-coding/>; and
  - c.** Top10SecuritycodingPractices –  
<https://www.securecoding.cert.org/confluence/display/seccode/Top+10+Secure+Coding+Practices>

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

### **W. Social Networking**

The successful Vendor shall adhere to the following requirements for policy development, permitted uses of applications and acceptable content for social networking applications/tools in performance of the Contract services resulting from this solicitation. These requirements shall apply to all interactions/communications by the successful Vendor or its subcontractors with enrollees, providers and website requirements, when conducted through social networking applications.

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

- a.** The successful Vendor shall establish a Social Networking Administrator, who can hold another position, but is ultimately responsible for the successful Vendor policy development, implementation and oversight of all social networking activities.
  
- b.** The successful Vendor shall develop and maintain written social networking policies and procedures and a social networking monitoring plan in accordance with the Contract resulting from this solicitation. The policies and procedures shall include a statement of purpose/general information stating how the successful Vendor uses social networking; for example, customer service, community outreach or notifications to enrollees and/or providers. The Social Networking Monitoring plan shall be developed in accordance with **Section C.2.**, Special Terms and Conditions, **Sub-Section W.**, Social Networking, **Item 5.**, Monitoring.
  - 1)** The successful Vendor shall submit these policies, procedures and monitoring plan, including the intended uses and all initial social networking site static, distributed or broadcast content to the Agency Contract Manager for approval by the Agency Division of Information Technology sixty (60) calendar days prior to the launch of any new social networking application.
    - a)** Changes in social networking usage and/or content must be submitted to the Agency for approval sixty (60) calendar days prior to the effective date of the change.
  
    - b)** The successful Vendor shall evaluate and submit these policies, procedures and monitoring plan, including social networking site content to the Agency Contract Manager for approval by the Agency Division of Information Technology on an annual basis, each December 1. However, if the policies, procedures or monitoring plan have been approved by the Agency within six (6) months prior to the annual evaluation/submission above, and are

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

unchanged from the previous Contract year, the successful Vendor shall submit an attestation to the Agency that the prior year's social networking policies, procedures and monitoring plan are still in place.

- 2) The policies and procedures shall include the requirement that, when using social networking applications, the safeguarding of PHI and all HIPAA Privacy Rule related information must be maintained and monitored. The successful Vendor shall ensure that social networking records are maintained in accordance with the Contract resulting from this solicitation, for the purposes of monitoring this requirement.
  - 3) The social networking policies and procedures shall identify management resources, internal teams, external management resources (subcontractors) and human resources needed or used to monitor usage, analyze information trends and prepare responses for the public or private individuals/organizations.
  - 4) The social networking policies and procedures shall specify record retention requirements in accordance with the Contract resulting from this solicitation, and include those records kept of each update and who is responsible for the update as it occurs, interactions/communications or messages posted, with identifying handle or representative code in order to specify which successful Vendor employee has issued the interaction/communication.
- c. The successful Vendor shall develop and maintain a social networking matrix that identifies staff, subcontractors and volunteers participating in social networking activities on behalf of the successful Vendor. The successful Vendor shall provide the Agency with unrestricted access to this matrix upon request. This matrix shall be updated within one (1) business day of any change and include the following information for each person:
- 1) The social networking application/tools name; for example, MySpace, Twitter, Facebook, Nixle.com, etc.;
  - 2) First and last name of the individual;
  - 3) Username (if applicable);
  - 4) Email address;
  - 5) Password; and

## **ATTACHMENT C**

### **INSTRUCTIONS AND SPECIAL CONDITIONS**

- 6)** Description of the social networking role, responsibility usage and control.
- d.** The successful Vendor shall provide to its staff, subcontractors and volunteers instruction and training on the Contract resulting from this solicitation and the successful Vendor's social networking policies and procedures as outlined in this Sub-Section, before using social networking applications/tools on behalf of the successful Vendor.
- e.** The successful Vendor shall ensure that, for each social networking application (site) used, there is at least one (1) backup staff/administrator with knowledge of the login credentials.
- f.** The successful Vendor shall ensure that social networking application/tools passwords shall be changed immediately when the successful Vendor's staff, subcontractors and volunteers, with knowledge of passwords/credentials, are no longer employed by the successful Vendor or is no longer responsible for social network applications.
- g.** The successful Vendor is vicariously liable for any social networking violations of its employees, agents, volunteers, vendors or subcontractors.

  - 1)** In addition to all other liquidated damages and/or sanctions available in the Contract resulting from this solicitation, any violations of this Sub-Section shall subject the successful Vendor to administrative action by the Agency as determined by the Agency.
  - 2)** The successful Vendor shall report to the Agency any successful Vendor staff who violates any requirements of the social networking policies and procedures of the resulting Contract within fifteen (15) calendar days of knowledge of such violation.
- h.** The successful Vendor shall comply with copyright and intellectual property law and shall reference or cite sources appropriately on all social networking sites.
- i.** In addition to all other review and monitoring aspects of the Contract resulting from this solicitation, the Agency reserves the right to monitor or review the successful Vendor's monitoring of all social networking activity without notice.

# ATTACHMENT C

## INSTRUCTIONS AND SPECIAL CONDITIONS

### 2. Social Networking Applications

a. The following social networking applications/tools or media interactions/communications are permitted upon written approval from the Agency Division of Information Technology:

- 1) Micro-blogging/Presence applications: Twitter, Plurk, Tumblr, Jaiku, Fmylife;
- 2) Social networking: Bebo, Facebook, LinkedIn, MySpace, Orkut, Skyrock, Hi5, Ning, Elgg;
- 3) Social Network aggregation: NutshellMail, FriendFeed; and
- 4) Events: Upcoming, Eventful, Meetup.com.

b. Unless listed in **Section C.2.**, Special Terms and Conditions, **Sub-Section W.**, **Social Networking, Item 2.**, **Social Networking Applications, Sub-Item a.**, the following social networking sites or media are prohibited. Examples of prohibited social networking sites or media include but are not limited to:

#### 1) Collaboration

- a) Wikis: Wikipedia, PBwiki, wetpaint;
- b) Social bookmarking (or social tagging): Delicious, StumbleUpon, Google Reader, CiteULike;
- c) Social news: Digg, Mixx, Reddit, NowPublic; and
- d) Opinion sites: epinions, Yelp.

#### 2) Multimedia

- a) Photo sharing: Flickr, Zoomr, Photobucket, SmugMug, Picasa;
- b) Video sharing: YouTube, Vimeo, sevenload;
- c) Livcasting: Ustream.tv, Justin.tv, Stickam; and
- d) Audio and Music sharing: imeem, The Hype Machine, Last.fm, ccMixer.

#### 3) Reviews and Opinions

- a) Product Reviews: epinions.com, MouthShut.com; and

## ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS

- b) Community Q&A: Yahoo! Answers, WikiAnswers, Askville, Google Answers.

### 4) Entertainment

- a) Media and Entertainment Platforms: Cisco Eos;
- b) Virtual worlds: Second Life, The Sims Online, Forterra; and
- c) Game sharing: Miniclip, Kongregate.

### 5) Other

- a) Information aggregators: Netvibes, Twine (website);
- b) Platform providers: Huzu; and
- c) Blogs: Blogger, LiveJournal, Open Diary, TypePad, WordPress, Vox, Expression Engine.

- c. In any invitation, link or information about third party social networking applications or sites presented by the successful Vendor that requires a user to have a membership, the successful Vendor shall clearly advise users of the following:

- 1) That participation will require the user to become a member of the third party host;
- 2) Disclaim the successful Vendor's responsibility for the third party membership;
- 3) That the third party controls the membership, privacy, and data exchanged, and may use information for its own marketing purposes (or sell it;) and
- 4) Disclaim that despite efforts to keep the successful Vendor-provided information timely and accurate, users should be aware that the information available through this social media tool may not be timely, accurate, or complete due to the outside dependency on the social media site. The disclaimer should also mention that the social media tool being used is not private and that no PHI or PII should be published on this social networking application/tool by the successful Vendor or end user.

## ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS

### 3. User Requirements

- a. The successful Vendor's presence on such social networking sites must include an avatar and/or a username that clearly indicates the successful Vendor that is being represented and cannot use any Agency logo or State of Florida seal. When registering for social networking applications, the successful Vendor shall use its email address. If the application/tool requires a username, the following syntax shall be used: <http://twitter.com/<successful Vendor identifier><username>>.
- b. The successful Vendor shall personalize its interactions/communications to include an identifying handle or representative code in order to specify which successful Vendor employee has issued the interaction/communication. The successful Vendor shall keep social networking records in accordance with social networking record retention requirements specified in **Section C.2.**, Special Terms and Conditions, **Sub-Section W.**, Social Networking, **Item 1.**, General Requirements, **Sub-Item b.4).**
- c. All Social Networking interactions/communications must be initiated by the enrollee or prospective enrollee, or friend/follower, and not the successful Vendor.
- d. The successful Vendor's social networking interactions/communications with the public must either be general broadcast messages of information availability or responses to inquiry that contain only referral to authoritative resources such as the successful Vendor or appropriate State or Federal agency websites (including emergency public health advisories). The successful Vendor shall not reference, cite, or publish information, views or ideas of any third party without the third party's written consent and only as permitted by the Agency for the purpose of conducting business in accordance with the Contract resulting from this solicitation.
- e. The successful Vendor may distribute updates, messages and reminders only to registered friends/followers who have chosen to receive these types of interaction/communication whether actively or passively through a subscription initiated by the external user. Any subscription must be initiated by an opt-in approach from a user. Any communication resulting from such a subscription shall include a link/method to opt-out of the subscription.
- f. The successful Vendor shall not conduct business relating to the Contract resulting from this solicitation, that involves the exchange of personally identifying, confidential or sensitive information on the successful Vendor's social network application.

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

- g.** The successful Vendor shall place photographs on pages that are hosted on the site and not linked from outside Web pages. The successful 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.
- h.** The successful Vendor shall not place/embed video on its social networking sites.
- i.** The successful Vendor shall not tag photographic or video content and must remove all tags placed by others upon discovery.
- j.** The successful Vendor shall not allow advertising, whether targeted or general, on its social networking sites in areas under the successful Vendor's control.
- k.** The successful Vendor shall not use affiliate/referral links or banners on its social networking sites. This includes links to other lines of business in which the successful Vendor or a parent company is engaged. The successful Vendor shall ensure the following:

  - 1)** Any site that automatically generates such linkage, recommendation, or endorsement on side bars or pop-ups must contain a message prominently displayed in the area under the successful Vendor's control that such items, resources, and companies are not endorsed by the successful Vendor or the Agency; and
  - 2)** Any external links on any websites controlled by the successful Vendor shall be clearly identified as external links and must pop up a warning dialog when clicked on informing the user that they are leaving the successful Vendor's site.

#### **4. Functionalities**

- a.** The following functionalities are permitted:

  - 1)** Search – Finding information through keyword search;
  - 2)** Links – Guides to other related information; and
  - 3)** Signals – The use of syndication technology such as Rich Site Summary (RSS) to notify users of content changes.



## ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS

- b. The following functionalities are prohibited:
  - 1) Authoring – The ability to create and update content leads to the collaborative work of many rather than just a few Web authors such as in wikis and/or blogs. In wikis, users may extend, undo and redo each other’s work. In blogs, posts and the comments of individuals build up over time;
  - 2) Tags – Categorization of content by users adding one-word descriptions to facilitate searching, without dependence on pre-made categories;
  - 3) Extensions – Software that makes the Web and application platform as well as a document server; and
  - 4) Forums – Sites hosted by a company that allow users to create topics (threads) and post comments, questions, etc., that are available for public conversation among all members in the forum.

### 5. Monitoring

The successful Vendor shall include the following social networking areas in its monitoring:

- a. Social networking matrix of users as specified in **Section C.2.**, Special Terms and Conditions, **Sub-Section W.**, Social Networking, **Item 1.**, General Requirements, **Sub-Item c.**;
- b. Social networking content updates and posting;
- c. Social networking records retention; and
- d. Social networking permitted and prohibited activities and functionalities.

### 6. Social Networking Definitions

**AVATAR** — A small graphic or pseudonym used on a website that identifies the person logging in.

**BLOG (WEB BLOG)** — A type of website, usually maintained by an individual with regular entries of commentary, descriptions of events, or other material such as graphics or video. Entries are commonly displayed in reverse-chronological order.

**BROADCAST** — Video, audio, text, or email messages transmitted through an internet, cellular or wireless network for display on any device.

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

**FRIENDS/FOLLOWERS** — Persons that choose to interact through online social networks by creating accounts or pages and proactively connecting with others.

**INTERACTIONS** — Conversational exchange of messages.

**PROTECTED HEALTH INFORMATION (PHI)** — For purposes of this solicitation and resulting Contract, protected health information shall have the same meaning and effect as defined in 45 CFR 160 and 164, limited to the information created, received, maintained or transmitted by the successful Vendor from, or on behalf of the Agency.

**SOCIAL NETWORKING APPLICATIONS** — Web-based services that provide a variety of ways for users to interact, such as email, comment posting, image sharing, invitation and instant messaging services.

**STATIC CONTENT** — Copy written by the successful Vendor or taken from an outside authoritative source for Web posting, for any period of time, shall be defined as Static content. Static content does not include individualized emails or status messages.

**TAGS/TAGGING** — Placing personal identification information within a picture or video. Tags generally are presented as hovering links to additional information about the individual identified.

**USERNAME** — An identifying pseudonym associating the author to messages or content generated.

### **X. Method of Payment**

#### **1. Invoicing**

a. Invoices and all supporting documents shall be submitted on the successful 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:

- 1) Invoice date;
- 2) Invoice number;
- 3) Agency's Contract number;
- 4) Description of the services rendered;
- 5) Date(s) on which services were rendered;
- 6) Payment remittance address; and

## ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS

- 7) Other supporting documentation as requested by the Agency.
  
- b. The successful Vendor shall not charge the State for any travel expenses related to any portion of this solicitation or the resulting 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, F.S.
  
- c. Payments will be authorized only for services that are in accordance with the terms and conditions of the resulting Contract.
  
- d. Appropriate documentation as determined by the Agency shall be submitted to support invoices.
  
- e. Invoices shall not be approved for payment by the Agency until reports and deliverables from the successful Vendor are received as specified in the resulting Contract.

### 2. Late Invoicing

All rights to payment shall be forfeited if the successful Vendor fails to submit invoices to the Agency within the specified time frame unless otherwise mutually agreed upon in writing by the Agency and the successful Vendor. If the successful Vendor is unable to meet the invoice submission deadlines specified in the resulting Contract, the successful Vendor shall notify the Agency in writing explaining the circumstances and requesting an extension to the deadline.

### Y. Performance Standards and Liquidated Damages

1. The successful Vendor shall comply with all requirements and performance standards set forth in the Contract resulting from this solicitation.
  
2. The Agency's Contract Manager will monitor the successful Vendor's performance in accordance with the monitoring requirements of the resulting Contract. Failure by the successful Vendor to meet the established minimum performance standards may result in the Agency, in its sole discretion, finding the successful Vendor to be out of compliance, and all remedies provided in the resulting Contract and under law, shall become available to the Agency.
  
3. If the Agency finds the successful Vendor is in violation of the provisions of the resulting Contract, the Agency, at its discretion, may impose liquidated damages. Liquidated damages may be applied to all required components of the resulting Contract.

## ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS

4. The Agency may impose liquidated damages as identified in the resulting Contract when the successful Vendor has failed to meet a deadline or provide a deliverable as specified in the resulting Contract.
5. The Agency may impose up to a one percent (1%) reduction of the total, monthly invoice amount for each incident in which the successful Vendor has failed to perform as specified in this solicitation and/or resulting Contract, not to exceed five percent (5%) per month.
6. The Agency may impose upon the successful Vendor liquidated damages of **\$500.00 to \$5,000.00**, per incident, per occurrence, depending upon the severity, if the successful Vendor inappropriately releases PHI. The Agency will impose upon the successful Vendor liquidated damages of **\$500.00 to \$5,000.00**, per incident, per occurrence, depending upon the severity, if the successful Vendor violates provisions of HIPAA/HITECH. In addition, Federal penalties may apply in accordance with the HIPAA Act of 1996.
7. The Agency reserves the right to impose liquidated damages upon the successful Vendor for failure to comply with the performance standards requirements set forth in **Table 6**, Performance Standards and Liquidated Damages, below.

<b>TABLE 6 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES</b>	
<b>Performance Standard Requirement</b>	<b>Liquidated Damages to be Imposed</b>
<b>Records</b>	
The successful 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 successful Vendor does not comply with a public records request.
<b>Background Screening</b>	
Failure to complete initial and renewal background screenings within required timeframes.	<b>\$250.00</b> per occurrence.
Failure to submit policies and procedures within thirty (30) calendar days of resulting Contract execution.	<b>\$250.00</b> per calendar day beyond the due date.
<b>Security Rating Score</b>	
Failure to annually maintain a top tier security rating score from a vendor information security rating service approved by the Agency.	<b>\$5,000.00</b> per occurrence.  An additional <b>\$2,500.00</b> if the successful Vendor does not improve to a top tier security rating score within six (6) months after its initial failure to annually

## ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS

<b>TABLE 6 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES</b>	
<b>Performance Standard Requirement</b>	<b>Liquidated Damages to be Imposed</b>
<b>Records</b>	
The successful 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 successful Vendor does not comply with a public records request.
	obtain a top tier security rating score.
Failure to annually obtain a security rating score from a vendor information security rating service approved by the Agency.	<b>\$5,000.00</b> per occurrence.  <b>\$250.00</b> per calendar day, until the Vendor obtains the security rating score.

### **Z. Sanctions**

1. In the event the Agency identifies a violation of or other non-compliance with the resulting Contract (to include the failure to meet performance standards), the Agency may sanction the successful Vendor pursuant to Section 409.912(6), F.S. The Agency may impose sanctions in addition to any liquidated damages imposed pursuant to the resulting Contract.
2. For purposes of this Sub-Section, violations involving individual, unrelated acts shall not be considered arising out of the same action.
3. If the Agency imposes monetary sanctions, the successful 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 successful Vendor fails to pay, the Agency reserves the right to recover the money by any legal means, including but not limited to the withholding of any payments due to the successful 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 successful Vendor within sixty (60) calendar days from the date of a final decision rendered.

### **AA. Dispute of Liquidated Damages/Sanctions/Contract Interpretations**

1. 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.
2. The Vendor must submit, a written dispute directly to the Deputy Secretary 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

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

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 successful Vendor submitting such written requests for appeal or dispute as allowed under the resulting Contract by U.S. mail and/or commercial courier service, shall submit such appeal or dispute to the following mailing address:

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

3. The successful 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 successful Vendor's submission submitted within the twenty-one (21) calendar days following its receipt of the liquidated damages, sanctions and/or contract interpretations in any subsequent legal, equitable, or administrative proceeding (to include Circuit Court, Federal court and any possible administrative venue).
4. 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 successful Vendor. This written decision will be final.
5. The exclusive venue of any legal or equitable action that arises out of or relating to the resulting 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 successful 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 the resulting Contract, the Agency will notice the successful Vendor of the appropriate administrative remedy.

### **BB. 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 C 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 Contract resulting from this solicitation shall be delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of the resulting Contract shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision shall be found ineffective, then to the extent of such prohibition or invalidity, that provision shall be severed without invalidating the remainder of such provision or the remaining provisions of the resulting Contract.
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 procurement or the resulting 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.
5. **Attorney's Fees**  
  
In the event of a dispute, each party to the Contract resulting from this solicitation shall be responsible for its own attorneys' fees, except as otherwise provided by law.
6. **Legal Action Notification**  
  
The successful 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 successful Vendor by any subcontractor, vendor, or other party that results in litigation related to the Contract resulting from this solicitation for disputes or damages exceeding the amount of **\$50,000.00**. In addition, the successful 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.
7. **Damages for Failure to Meet Contract Requirements**  
  
In addition to remedies available through the Contract resulting from this solicitation, in law or equity, the successful Vendor shall reimburse the Agency for any Federal disallowances or sanctions imposed on the Agency as a result of the Vendor's failure.

## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

### **CC. 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 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 AMENDMENT** – Any written alteration in the specifications, delivery point, rate of delivery, contract period, price, quantity, or other contract provisions of any existing contract, whether accomplished by unilateral action in accordance with a contract provision, or by mutual action of the parties to the Contract; it shall include bilateral actions, such as administrative changes, notices of termination, and notices of the exercise of a contract option.

**CONTRACT MANAGER** – The Agency individual responsible for providing overall project direction, act as liaison between the successful Vendor and other Agency staff and monitors the successful Vendor's performance.

**DAMAGES** - Damage may be sustained by the State in the event that the successful Vendor fails to meet the requirements of the resulting Contract. If the damages can be measured in actual cost, it is referred to as actual damages. If the damages are difficult to measure or cannot be measured in actual cost, it is referred to as liquidated damages.

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

**EDT** - Eastern Daylight Time

**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 Vendor.



## **ATTACHMENT C INSTRUCTIONS AND SPECIAL CONDITIONS**

**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.

**STATE** – State of Florida.

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

**SUBCONTRACTOR** – Any entity contracting with the successful Vendor to perform services or to fulfill any of the requirements requested in this solicitation or any entity that is a subsidiary of the successful Vendor 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 C-1 QUESTIONS TEMPLATE INSTRUCTIONS

Instructions for Prospective Vendor Submission of Questions:

Pursuant to **Attachment C**, Instructions and Special Conditions, **Section C.1.**, Instructions, **Sub-Section A.**, Overview, **Item 8.**, Vendor Questions, the prospective Vendor shall utilize **Exhibit C-1**, Questions Template Instructions, when submitting a written inquiry. **Exhibit C-1**, Questions Template Instructions, is an excel document and is available for prospective Vendors to download at the following link: <http://ahca.myflorida.com/Procurements/index.shtml>.

Questions **must** be sent by email in excel format. Questions are to be submitted to the Agency at the following email address: [solicitation.questions@ahca.myflorida.com](mailto:solicitation.questions@ahca.myflorida.com).

Prospective Vendors submitting questions should include the prospective Vendor's name, a contact name, telephone number and email address with its question submission.

See the "sample" entries below; if the question **is not** relative to a particular solicitation Section, indicate "General" under "Solicitation Attachment Identifier".

VENDOR NAME	SOLICITATION ATTACHMENT IDENTIFIER	ATTACHMENT EXHIBIT IDENTIFIER (IF APPLICABLE)	SECTION/SUBSECTION CITE REFERENCE	PAGE NUMBER	QUESTION
ABC	C	N/A	<b>Section C.1.</b> , Instructions, <b>Sub-Section A.</b> , Overview, <b>Item 8.</b> , Vendor Questions	5	Will the Agency accept vendor questions via email?
ABC	GENERAL	N/A	N/A		What is the capital of Florida?

**EXHIBIT C-2**  
**REQUIRED STATEMENTS AND CERTIFICATIONS**

**1) ACCEPTANCE OF SOLICITATION REQUIREMENTS**

I hereby certify that I understand and agree that my company 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.

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

\_\_\_\_\_  
Date

**2) ACCEPTANCE OF THE CONTRACT TERMS AND CONDITIONS**

I hereby certify that should my company be awarded a contract resulting from this solicitation, it will comply with all terms and conditions as specified in this solicitation and in the Agency Standard Contract (**Exhibit C-9**).

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

\_\_\_\_\_  
Date

**3) STATEMENT OF INACTIVITY**

I hereby certify that my company is not actively involved in pharmacy claims processing and/or claims adjudication for any organization conducting business within the State of Florida.

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

\_\_\_\_\_  
Date

**4) STATEMENT OF ENROLLMENT**

I hereby certify that my company is currently enrolled as a Florida Medicaid provider.

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

\_\_\_\_\_  
Date

**5) STATEMENT OF NO CONFLICT**

I hereby certify that my company shall not subcontract with any provider that would cause a conflict of interest to my company during the entire term of the Contract resulting from this solicitation.

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

\_\_\_\_\_  
Date

**EXHIBIT C-2**  
**REQUIRED STATEMENTS AND CERTIFICATIONS**

**6) STATEMENT OF STATE OF FLORIDA LOCATION**

I hereby certify that my company shall maintain physical offices in the State of Florida for the provision of all services under the Contract resulting from this solicitation.

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

\_\_\_\_\_  
Date

**7) STATEMENT OF NO INVOLVEMENT**

I hereby certify that neither my company nor any person with an interest in the company 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.

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

\_\_\_\_\_  
Date

**8) NON-COLLUSION CERTIFICATION**

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

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

\_\_\_\_\_  
Date

**9) ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION**

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

Please check the applicable paragraph below:

- Has no existing relationship, financial interest or other activity which creates any actual or potential organizational conflicts of interest relating to the award of a contract resulting from this 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 in **Attachment C, Instructions and Special Conditions, Section C.1., Instructions, Sub-Section B., General Instructions for Response Preparation and Submission, Item 8., Mandatory Response Content, Sub-Item, d.9).**

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

\_\_\_\_\_  
Date

**EXHIBIT C-2  
REQUIRED STATEMENTS AND CERTIFICATIONS**

**10) CERTIFICATION REGARDING TERMINATED CONTRACTS**

I hereby certify that my company (including its subsidiaries and affiliates) has not unilaterally or willfully terminated any previous contract prior to the end of the Contract with a State or the Federal government and has not had a contract terminated by a State or the Federal government for cause, prior to the end of the Contract, within the past five (5) years, other than those listed on **Page 4** of this Exhibit.

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

\_\_\_\_\_  
Date

**11) 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 prospective Vendor to be an irresponsible bidder based on any or all of the listed Contracts and therefore may reject the prospective Vendor's response.

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**EXHIBIT C-2  
REQUIRED STATEMENTS AND CERTIFICATIONS**

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

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

**Term of Terminated Contract:** \_\_\_\_\_

**Description of Services:** \_\_\_\_\_

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

\_\_\_\_\_

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

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

**Term of Terminated Contract:** \_\_\_\_\_

**Description of Services:** \_\_\_\_\_

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

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**EXHIBIT C-2  
REQUIRED STATEMENTS AND CERTIFICATIONS**

\_\_\_\_\_  
Prospective Vendor's Name

\_\_\_\_\_  
Name and Title of Authorized Official

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

\_\_\_\_\_  
Date

**THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO EXHIBIT C-2, REQUIRED STATEMENTS AND CERTIFICATIONS, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. FAILURE TO SUBMIT EXHIBIT C-2, REQUIRED STATEMENTS AND CERTIFICATIONS, SIGNED BY AN AUTHORIZED OFFICIAL, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. EXHIBIT C-2, REQUIRED STATEMENTS AND CERTIFICATIONS, IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT:  
[HTTP://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SHTML](http://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SHTML).**

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**EXHIBIT C-3  
VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: \_\_\_\_\_  
Vendor FEIN: \_\_\_\_\_  
Vendor's Authorized Representative Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over **\$1,000,000.00**, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to Section 215.473, Florida Statutes.

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

Certified By: \_\_\_\_\_,  
who is authorized to sign on behalf of the above referenced company.  
Authorized Signature: \_\_\_\_\_  
Print Name and Title: \_\_\_\_\_

**THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO EXHIBIT C-3, VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. FAILURE TO SUBMIT EXHIBIT C-3, VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS, SIGNED BY AN AUTHORIZED OFFICIAL, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. EXHIBIT C-3, VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS, IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT:**

**[HTTP://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SHTML](http://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SHTML)**.



**EXHIBIT C-4  
PAST PERFORMANCE - CLIENT REFERENCE FORM**

**PAGE ONE OF THIS FORM IS MANDATORY**

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

In the spaces provided below, the Respondent shall list all names under which it has operated during the past five (5) years (April 26, 2011).

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The Respondent shall provide a maximum of three (3) separate and verifiable, **Non-Agency** client references, on the following pages. The clients listed must be for work similar in nature to that specified in this solicitation. The same client may not be listed for more than one (1) reference and confidential clients shall not be included. In the event the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at that time must be provided in the space provided for Prospective Vendor's Name.

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

Clients that are listed as subcontractors in the Response will not be accepted as Past Performance references under this solicitation. Entities having an affiliation with the Respondent (i.e. currently parent, subsidiary having common ownership, having common directors, officers or agents or sharing profits or liabilities) may not be accepted as Past Performance references under this solicitation.

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

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

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**EXHIBIT C-4  
PAST PERFORMANCE - CLIENT REFERENCE FORM**

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

THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO EXHIBIT C-4, PAST PERFORMANCE – CLIENT REFERENCE FORM, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR’S RESPONSE. FAILURE TO SUBMIT PAGE 1 OF EXHIBIT C-4, PAST PERFORMANCE – CLIENT REFERENCE FORM, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR’S RESPONSE. EXHIBIT C-4, PAST PERFORMANCE – CLIENT REFERENCE FORM, IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT:

[HTTP://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SHTML](http://ahca.myflorida.com/procurements/index.shtml)

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**EXHIBIT C-4  
PAST PERFORMANCE - CLIENT REFERENCE FORM**

**NON-AGENCY  
CLIENT REFERENCE #1**

**Prospective Vendor's Name:**

**Client's Name:**

**Address:**

**Contract Performance Period:**

**Location of Services:**

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

**EXHIBIT C-4  
PAST PERFORMANCE - CLIENT REFERENCE FORM**

**NON-AGENCY  
CLIENT REFERENCE #2**

**Prospective Vendor's Name:**

**Client's Name:**

**Address:**

**Contract Performance Period:**

**Location of Services:**

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

**EXHIBIT C-4  
PAST PERFORMANCE - CLIENT REFERENCE FORM**

**NON-AGENCY  
CLIENT REFERENCE #3**

**Prospective Vendor's Name:**

**Client's Name:**

**Address:**

**Contract Performance Period:**

**Location of Services:**

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

# EXHIBIT C-4 PAST PERFORMANCE - CLIENT REFERENCE FORM

## Evaluation Questionnaire for Past Performance

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

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

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

1.	Briefly describe the services the Vendor performed for your organization:
2.	Define the relationship between the Vendor and the client reference as one of the following: (circle one)  Prime Vendor; or Subcontractor.

	Score
3. How would you rate the Vendor's quality of customer service? (Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1)	
4. How would you rate the Vendor's quality of clinical reviews? (Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1)	
5. How would you rate the Vendor's responsiveness to any problems (technological or otherwise) that may have occurred? (Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1)	
6. How would you rate the accuracy and timeliness of submission of the Vendor's reporting? (Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1)	
7. How would you rate the Vendor's innovation and creativity in delivering services? (Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1)	
8. How would you rate the Vendor's working relationship with providers and other program users? (Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1)	
9. How would you rate the Vendor's quality management program? (Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1)	
10. How would you rate the Vendor's procedures for ensuring system security and confidentiality of data? (Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1)	
11. How would you rate the Vendor's capability to develop, implement and/or operate any web-based applications and/or educational programs? (Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1)	
<b>Total Score:</b>	

**Past Performance Verified by:**

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT C-5  
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA  
COMPONENTS (TECHNICAL RESPONSE)**

**INSTRUCTIONS TO RESPONDENTS FOR THE COMPLETION OF EXHIBIT C-5:**

Respondents to this solicitation shall utilize **Exhibit C-5**, Submission Requirements and Evaluation Criteria Components (Technical Response), for submission of its Response and shall adhere to the instructions contained within this **Exhibit C-5** for each Submission Requirement Component (SRC).

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

Each SRC contains form fields. Population of the form fields with text will allow the form field to expand and cross pages up to the maximum character allowance.

Respondents shall name and label attachments to refer back to the number identifier for the respective SRC, as outlined in this **Exhibit C-5**.

Agency evaluators will be instructed to evaluate the Responses based on the narrative contained in this **Exhibit C-5**. Agency evaluators will not consider supplemental Response narrative which is not contained within the Response Sections as described herein.

**THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO EXHIBIT C-5, SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE), WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. FAILURE TO SUBMIT EXHIBIT C-5, SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE), WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. EXHIBIT C-5, SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE), IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT:**

**[HTTP://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SHTML](http://ahca.myflorida.com/procurements/index.shtml)**

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**EXHIBIT C-5  
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA  
COMPONENTS (TECHNICAL RESPONSE)**

Prospective Vendor's Name:

**Category 1: Table of Contents**

**SRC#1** The Respondent shall include a Table of Contents in its Response. The Table of Contents shall contain Section headings and subheadings along with corresponding page numbers. *(No points will be awarded for the Table of Contents.)*

**Category 2: Executive Summary**

**SRC#2** 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.

**The Respondent's entire Response for this SRC must be provided within the respective Response field below. *(No points will be awarded for the Executive Summary.)***

Response:



**EXHIBIT C-5**  
**SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA**  
**COMPONENTS (TECHNICAL RESPONSE)**

**Category 3: Organizational Structure and History**

- SRC#3** 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:
- a. A detailed description of the Respondent's organizational structure, history, legal structure, ownership, affiliations, and physical business location(s);
  - b. The Respondent's organizational chart, including the total number of employees; and
  - c. A description of awards and/or certifications received by the Respondent for its work in the past five (5) years (since April 26, 2011).

**The Respondent's entire Response for this SRC must be provided within the respective Response field below and up to two (2) attachments, as prescribed herein.**

**Attachments are limited to the following:**

- **Organizational chart; and**
- **List of physical locations.**

**Response to this SRC if not provided for in this Section and/or in the allotted attachment(s), shall not be considered for evaluation.**

**Response:**

***SRC#3 Evaluation Criteria***

1. *The adequacy of the Respondent's organizational capability to provide the services required for the Program based on its organizational structure, history, legal structure, ownership, affiliations, and physical business location(s).*
2. *The adequacy of the Respondent's capability to dedicate sufficient and appropriate staffing levels based on its organizational chart.*
3. *The adequacy of the Respondent's capability to provide services based on evidenced awards and/or certifications received by the Respondent for its work as a specialty pharmacy and disease management provider in the past five (5) years (since April 26, 2011).*

**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 C-5**  
**SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA**  
**COMPONENTS (TECHNICAL RESPONSE)**

**Category 4: Experience and Qualifications**

**SRC#4** 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.

- a. The Respondent shall submit a list of current or previous (since April 26, 2011) Contracts for which it is/was the lead Vendor on any Programs that are similar in size, scope, and complexity as the services outlined in this solicitation. Respondents may list Contracts that were not specifically hemophilia Programs but describe Programs that establish the Respondent's ability to successfully complete the requirements of this solicitation.

For each identified Contract, the following information shall be provided:

- 1) The name and address of the client;
  - 2) The name of the Program;
  - 3) The time period of the Program;
  - 4) A brief narrative describing the role of the Respondent and scope of the work performed, including services provided;
  - 5) The scheduled and actual completion dates for development, implementation, program training, and operations tasks. The description shall include any barriers encountered that hindered implementation, as applicable and the Respondent's resolution for overcoming them;
  - 6) Significant accomplishments and achievements;
  - 7) For current or completed Programs, the average number of transactions processed per day;
  - 8) A disclosure of liquidated or punitive damages imposed or sought against the Respondent, including the circumstances and amounts involved; and
  - 9) The use of any subcontractor(s) on each Program, their scope of work, and the percentage of the work on the Program completed by subcontractors.
- b. The Respondent shall describe its experience providing and managing specialty pharmaceutical services, including any Florida experience.
- c. The Respondent shall describe its experience providing and managing specialty pharmaceutical services within structured timelines.
- d. The Respondent shall describe its experience performing disease management

**EXHIBIT C-5**  
**SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA**  
**COMPONENTS (TECHNICAL RESPONSE)**

services.

- e. The Respondent shall describe any professional qualifications that the Respondent has obtained that would relate to the services described in this solicitation.
- f. The Respondent shall describe its experience monitoring and managing appropriate selection of factor assay versus prescribed amounts with quarterly audits requiring an aggregate monthly maximum of two percent (2%) variance.
- g. The Respondent shall describe its experience with managing pharmaceuticals that are short-dated (products that contain an expiration date of ninety (90) calendar days or less).

**The Respondent's entire Response for this SRC must be provided within the respective Response field below and one (1) attachment for the list of current and/or previous contracts as referenced above.**

**Response to this SRC if not provided for in this Section and/or in the allotted attachment(s), shall not be considered for evaluation.**

**Response:**

***SRC#4 Evaluation Criteria***

- 1. The adequacy of the Respondent's capability to provide services required for the Program based on its cumulative experience in the performance of current or previous (since April 26, 2011) Contracts for which it is/was the lead Vendor on any Programs that are similar in size, scope, and complexity as the services outlined in this solicitation.*
- 2. The adequacy of the Respondent's capability to meet scheduled deadlines for development, implementation, training and operating tasks as evidenced by its cumulative experience.*
- 3. The adequacy of the Respondent's experience implementing Programs of similar scope, size, and complexity.*
- 4. The adequacy of the Respondent's capability as evidenced by its cumulative accomplishments or achievements.*
- 5. The adequacy of the Respondent's experience providing a similar volume of services as outlined in this solicitation.*
- 6. The adequacy of the Respondent's capability as evidenced by its history of imposed liquidated damages or punitive damages.*
- 7. The adequacy of the Respondent's capability to provide services as evidenced by its use of subcontractors.*

**EXHIBIT C-5**  
**SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA**  
**COMPONENTS (TECHNICAL RESPONSE)**

8. *The adequacy of the Respondent's overall experience providing and managing specialty pharmaceutical services.*
9. *The adequacy of the Respondent's experience providing and managing specialty pharmaceutical services in Florida.*
10. *The adequacy of the Respondent's experience providing and managing specialty pharmaceutical services within structured timelines.*
11. *The adequacy of the Respondent's experience performing disease management services.*
12. *The adequacy of the Respondent's professional qualifications as related to the services described in this solicitation.*
13. *The adequacy of the Respondent's experience monitoring and managing appropriate selection of factor assay versus prescribed amounts with quarterly audits requiring an aggregate monthly maximum of two percent (2%) variance.*
14. *The adequacy of the Respondent's experience and capability managing pharmaceuticals that are short-dated (product that contains an expiration date of ninety (90) calendar days or less).*

**Score: This Section is worth a maximum of 70 raw points with each of the above components being worth a maximum of 5 points each.**

**EXHIBIT C-5**  
**SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA**  
**COMPONENTS (TECHNICAL RESPONSE)**

**Category 5: Vendor Staffing**

**SRC#5:** The Respondent shall demonstrate its capability to meet the staffing requirements described in **Attachment C**, Instructions and Special Conditions, **Section C.2.**, Special Terms and Conditions, **Subsection G.**, Subcontracting and **Attachment D**, Scope of Services, **Section D.11.**, Vendor Staffing. At a minimum, the description shall include:

- a. A staff organization chart for the staff that will provide services for this Program that identifies proposed key staff by name and position title;
- b. Proposed staffing levels;
- c. A description of key staff positions, including the decision making authority within the organization and the percentage of time each key staff employee will spend on this Program;
- d. Resumes for key staff listed below, demonstrating their education and experience as required by this solicitation. If the position will need to be filled, indicate the qualifications that must be met by the applicants:
  - 1) Contract Manager;
  - 2) Clinical Pharmacy Coordinator;
  - 3) Care Management Coordinator; and
  - 4) Customer Service Staff Manager.
- e. The Respondent's proposed required qualifications for licensed pharmacists and registered nurses;
- f. The Respondent's proposed approach to ensure it employs a sufficient number of licensed pharmacists and registered nurses to provide the services required in this solicitation and the resulting Contract;
- g. The Respondent's proposed approach to ensure it employs a sufficient number of Information Technology staff;
- h. The Respondent's proposed approach to ensure the capability of its Contract Manager to meet with Agency staff, both face-to-face and via conference call throughout the resulting Contract period;
- i. The Respondent's proposed approach to ensure staff communicate all resulting Contract issues to the designated Contract Manager as the single point of contact;
- j. The Respondent's proposed approach to ensure a sufficient number of staff who are fluent in both English and Spanish and how interpreter services will be provided

## **EXHIBIT C-5 SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)**

to enrollees and providers whose primary language is not English and meet the additional service requirements described in this solicitation;

- k. The Respondent's proposed subcontracting plan including identification of any current or anticipated subcontracts the Respondent will use in operating the Statewide Medicaid Comprehensive Hemophilia Management (MCHM) program. The Respondent's description shall include at a minimum, the name of the subcontracted organization(s), the services to be provided, and the qualifications of the subcontracted organization(s) and the Respondent's proposed approach to coordinate and communicate with any proposed subcontractors and the Agency to ensure effective integration of services. The Agency will not approve subcontracting for Management Information Staff; and
- l. The Respondent's proposed approach for recruiting credentialed, appropriately licensed, and highly qualified staff and maintaining and/or filling key staffing positions.

**The Respondent's entire Response for this SRC must be provided within the respective Response field below and up to six (6) attachments, as prescribed herein.**

**Attachments are limited to the following:**

- **Staff organization chart, including proposed staffing levels;**
- **Key staff position descriptions;**
- **Proposed Contract Manager resume or required qualifications if position is to be filled;**
- **Proposed Clinical Pharmacy Coordinator or required qualifications if position is to be filled;**
- **Proposed Care Management Coordinator or required qualifications if position is to be filled; and**
- **Proposed Customer Service Staff Manager or required qualifications if position is to be filled.**

**Response to this SRC if not provided for in this Section and/or in the allotted attachment(s), shall not be considered for evaluation.**

**Response:**

### ***SRC#5 Evaluation Criteria***

1. *The adequacy of the Respondent's organizational structure based on its proposed staff organization chart.*
2. *The adequacy of the Respondent's proposed staffing levels to meet the requirements of this solicitation and the resulting Contract.*
3. *The adequacy of the Respondent's proposed decision making authority for key staff positions.*

**EXHIBIT C-5**  
**SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA**  
**COMPONENTS (TECHNICAL RESPONSE)**

4. *The adequacy of the Respondent's proposed allocation of dedicated staff time.*
5. *The adequacy of the Respondent's proposed Contract Manager based on their resume or the proposed required qualifications of the Contract Manager position if the position must be filled.*
6. *The adequacy of the Respondent's proposed Clinical Pharmacy Manager based on their resume or the proposed required qualifications of the Clinical Pharmacy Manager position if the position must be filled.*
7. *The adequacy of the Respondent's proposed Care Management Coordinator based on their resume or the proposed required qualifications of the Care Management Coordinator position if the position must be filled.*
8. *The adequacy of the Respondent's proposed Customer Service Staff Manager based on their resume or the proposed required qualifications of the Customer Service Staff Manager position if the position must be filled.*
9. *The adequacy of the Respondent's proposed qualifications for licensed pharmacists to perform duties outlined in this solicitation and the resulting Contract.*
10. *The adequacy of the Respondent's proposed qualifications for registered nurses to perform duties outlined in this solicitation and the resulting Contract.*
11. *The adequacy of the Respondent's proposed approach to ensure sufficient staffing levels for licensed pharmacists and registered nurses.*
12. *The adequacy of the Respondent's proposed approach to ensure it employs a sufficient number of Information Technology staff to perform duties outlined in this solicitation and the resulting Contract.*
13. *The adequacy of the Respondent's proposed approach to ensure the Contract Manager's availability in meeting with Agency staff, both face to face and via conference call throughout the implementation period and the duration of the resulting Contract period.*
14. *The adequacy of the Respondent's proposed approach to ensure staff communicates all resulting Contract issues to the designated Contract Manager as the single point of contact.*
15. *The adequacy of the Respondent's proposed approach to ensure a sufficient number of staff who are fluent in both English and Spanish are available.*
16. *The adequacy of the Respondent's proposed approach to provide interpreter services to enrollees and providers whose primary language is not English and meet the additional service requirements described in this solicitation.*
17. *The adequacy and appropriateness of the Respondent's proposed subcontracting plan as evidenced by the delegation of services for the Medicaid Comprehensive Hemophilia Management Program to proposed subcontractors, if applicable.*

**EXHIBIT C-5**  
**SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA**  
**COMPONENTS (TECHNICAL RESPONSE)**

*18. The adequacy and viability of the Respondent's proposed approach for recruiting credentialed, appropriately licensed, and highly qualified staff and maintaining and/or filling key staffing positions.*

**Score: This Section is worth a maximum of 90 raw points with each of the above components being worth a maximum of 5 points each.**



**EXHIBIT C-5**  
**SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA**  
**COMPONENTS (TECHNICAL RESPONSE)**

**Category 6: Statewide Medicaid Comprehensive Hemophilia Management (MCHM) Services**

**SRC#6** The Respondent shall demonstrate its approach to develop, implement and provide services required for the operation of the Statewide Medicaid Comprehensive Hemophilia Management (MCHM) Program as described in this solicitation. At a minimum, the Response shall include:

- a. The Respondent's proposed approach to implementing an efficient, evidence-based care management program for MCHM services. The description must take into consideration the size and diversity of the hemophilia population in the State of Florida;
- b. The Respondent's proposed approach to home delivery of medical products and supplies to eligible beneficiaries, including ensuring its approach meets current hemophilia protocols as nationally recognized by experts in the field of hemophilia;
- c. The Respondent's proposed approach to provide primary care providers, specialty providers, and upon request, MCHM enrollees with protocols that are current and nationally recognized by leading professional experts in the field of hemophilia;
- d. The Respondent's proposed approach to manage care coordination with a patient's care team, including but not limited to the patient's physician and registered nurse;
- e. The Respondent's proposed approach to provide Pharmacy Benefits Management (PBM) services ensuring high quality, cost-effective care delivery;
- f. The Respondent's proposed approach to monitor and manage selection of factor assay compared to the prescribed amounts;
- g. The Respondent's proposed approach to ensure delivery of medical products and supplies and ensure care coordination in the event of emergencies;
- h. The Respondent's proposed approach to ensure availability of the twenty four (24) hour helpline staffed by registered nurses who have training and knowledge of hemophilia and related diseases (for example, von Willebrand Disease);
- i. The Respondent's proposed approach to monitoring and managing appropriate selection of factor assay versus prescribed amounts with quarterly audits requiring an aggregate monthly maximum of two percent (2%) variance; and
- j. The Respondent's proposed approach to managing pharmaceuticals that are short-dated (products that contain an expiration date of ninety (90) calendar days or less).

**The Respondent's entire Response for this SRC must be provided within the respective Response field below and up to two (2) attachments, as prescribed herein.**

## EXHIBIT C-5 SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)

Attachments are limited to the following:

- Visual presentation of the implementation plan (e.g. Gantt chart, Microsoft Office Program plan); and
- Diagram of approval process

Response to this SRC if not provided for in this Section and/or in the allotted attachment(s), shall not be considered for evaluation.

Response:

### ***SRC 6: Evaluation Criteria***

1. *The adequacy and viability of the Respondent's proposed approach to implementing an efficient, evidence-based disease management program for Medicaid Comprehensive Hemophilia Management (MCHM) services.*
2. *The adequacy and viability of the Respondent's proposed approach to implementing an efficient, evidence-based disease management program for MCHM services based on the size and diversity of the hemophilia population in the State of Florida.*
3. *The adequacy and viability of the Respondent's proposed approach for home delivery of medical products and supplies to eligible beneficiaries.*
4. *The adequacy of the Respondent's proposed approach based on current hemophilia protocols as nationally recognized by experts in the field of hemophilia.*
5. *The adequacy and viability of the Respondent's proposed approach to provide primary care providers, specialty providers, and upon request, MCHM enrollees with protocols that are current and nationally recognized by leading professional experts in the field of hemophilia.*
6. *The adequacy of the Respondent's proposed approach to manage care coordination with a patient's care team, including but not limited to the patient's physician and registered nurse.*
7. *The adequacy of the Respondent's proposed approach to provide Pharmacy Benefits Management (PBM) services ensuring high quality, cost-effective care delivery.*
8. *The adequacy and viability of the Respondent's proposed approach to monitor and manage selection of factor assay compared to the prescribed amounts.*
9. *The adequacy of the Respondent's proposed approach to coordinate and deliver emergency products and supplies to recipients in the event of an emergency.*
10. *The adequacy and viability of the Respondent's proposed coordination plan with satellite and/or local hospitals in the recipient's area for courier service for emergency same day delivery of medications.*

**EXHIBIT C-5**  
**SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA**  
**COMPONENTS (TECHNICAL RESPONSE)**

11. *The adequacy of the Respondent's proposed approach to ensure the availability of the twenty four (24) hour helpline staffed by registered nurses who have training and knowledge of hemophilia and related diseases (for example, Von Willebrand's Disease).*
12. *The adequacy and viability of the Respondent's proposed approach to monitoring and managing appropriate selection of factor assay versus prescribed amounts with quarterly audits requiring an aggregate monthly maximum of two percent (2%) variance.*
13. *The adequacy and viability of the Respondent's proposed approach to managing pharmaceuticals that are short-dated (products that contain an expiration date of ninety (90) calendar days or less).*

**Score:** *This Section is worth a maximum of 65 raw points with each of the above components being worth a maximum of 5 points each.*

**EXHIBIT C-5**  
**SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA**  
**COMPONENTS (TECHNICAL RESPONSE)**

**Category 7: Implementation**

**SRC#7** The Respondent shall demonstrate its capability to implement the Statewide MCHM Program as described in **Attachment D**, Scope of Services, **Section D.8.**, Implementation Plan. At a minimum, the Response shall include:

- a. A draft implementation plan detailing:
  - 1) Level of effort for the entire Program based on its detailed narrative description;
  - 2) Timeline for Program implementation that encompasses all phases of the Program;
  - 3) Milestones and anticipated completion dates for activities during all phases;
  - 4) Potential risks or barriers to timely implementation and proposed methods for overcoming them;
  - 5) Process for review, revision and approval of planning documents, testing processes, and other deliverables;
  - 6) Roles and responsibilities of proposed subcontracts in completion of implementation tasks;
  - 7) Assistance needed from the Agency; and
  - 8) The Respondent's proposed approach to ensuring interaction and communication with Agency staff and subcontractors during the implementation activities to ensure successful implementation of the Program.

**The Respondent's entire Response for this SRC must be provided within the respective Response field below and up to two (2) attachments, as prescribed herein.**

**Attachments are limited to the following:**

- **Visual representation of the implementation plan (e.g. Gantt chart, Microsoft Office Program plan); and**
- **Diagram of approval process.**

**Response to this SRC if not provided for in this Section and/or in the allotted attachment(s), shall not be considered for evaluation.**

**Response:**

***SRC#7 Evaluation Criteria***

1. *The adequacy of the Respondent's proposed implementation plan based on the identified*

**EXHIBIT C-5**  
**SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA**  
**COMPONENTS (TECHNICAL RESPONSE)**

*level of effort for the entire Program.*

2. *The adequacy and viability of the Respondent's proposed implementation plan based on the timeline for Program implementation.*
3. *The adequacy of the Respondent's proposed implementation plan based on inclusion of all phases of the Program.*
4. *The adequacy and viability of the Respondent's proposed implementation plan based on the identified milestones and anticipated completion dates for activities during all phases.*
5. *The adequacy and viability of the Respondent's proposed implementation plan based on the identified potential risks or barriers to timely implementation and proposed methods for overcoming them.*
6. *The adequacy and viability of the Respondent's proposed implementation plan based on the identified process for review, revision and approval of planning documents, testing processes, and other deliverables.*
7. *The adequacy, viability and appropriateness of the Respondent's proposed implementation plan based on the identified roles and responsibilities of proposed subcontracts in completion of implementation tasks.*
8. *The adequacy and appropriateness of the Respondent's proposed implementation plan based on the identified assistance needed from the Agency.*
9. *The adequacy and viability of the Respondent's proposed approach to ensuring interaction and communication with Agency staff and subcontractors during implementation to ensure successful implementation of the Program.*

**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 C-5**  
**SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA**  
**COMPONENTS (TECHNICAL RESPONSE)**

**Category 8: Customer Service**

- SRC#8** The Respondent shall demonstrate its capability to fulfill the customer service requirements described in **Attachment D**, Scope of Services, **Section D.9.**, Customer Service. At a minimum, the Response shall include:
- a. The Respondent's proposed approach to providing and maintaining a twenty four (24) hour toll-free customer service telephone system;
  - b. The Respondent's proposed approach to monitoring the toll-free customer service telephone system to ensure compliance with the requirements of this solicitation and the resulting Contract; and
  - c. The Respondent's proposed approach to documenting and resolving complaints that are received through the toll-free customer service telephone system, electronically or in writing.

**The Respondent's entire Response for this SRC must be provided within the respective Response field below.**

**Response to this SRC if not provided for in this Section shall not be considered for evaluation.**

**Response:**

***SRC#8 Evaluation Criteria***

- 1. The adequacy of the Respondent's proposed approach for providing and maintaining a twenty four (24) hour toll-free customer service telephone system.*
- 2. The adequacy of the Respondent's proposed approach to monitoring the toll-free customer service system to ensure compliance with the requirements of this solicitation and the resulting Contract.*
- 3. The adequacy of the Respondent's proposed approach to documenting and resolving complaints that are received through the toll-free customer service telephone system, electronically or in writing.*

**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 C-5**  
**SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA**  
**COMPONENTS (TECHNICAL RESPONSE)**

**Category 9: Training, Education and Outreach**

**SRC#9:** The Respondent shall demonstrate its capability to fulfill the training, education, and outreach requirements described in **Attachment D**, Scope of Services, **Section D.10.**, Training, Education, and Outreach. At a minimum, the Response shall include:

- a. The Respondent's proposed comprehensive training plan which includes proposed deadlines and supportive tasks for the planning, design, development, production, and distribution of all training materials to support implementation and ongoing operations;
- b. The Respondent's proposed approach to developing and providing training materials and any web-based training for providers, Agency staff and Agency designees;
- c. The Respondent's proposed approach to providing instructional materials and manuals to all users;
- d. The Respondent's proposed plan for outreach activities to primary care providers, specialists, and recipients in order to provide on-going assistance based on the proposed deliverable dates for outreach activities. The proposed plan must include allowances for Agency review and approval;
- e. The Respondent's proposed approach to using technological advancements for more cost effective training;
- f. The Respondent's proposed approach to ensure staff conduct all components of the Contract resulting from this solicitation, in a timely, efficient, productive, consistent, courteous, and professional manner as representatives of the State; and
- g. The Respondent's proposed approach to ensure all staff are familiar with and have a general knowledge of all components of the Contract resulting from this solicitation including ensuring knowledge and education of new hemophilia technologies and treatments available for patients.

**The Respondent's entire Response for this SRC must be provided within the respective Response field below and up to two (2) attachments, as prescribed herein.**

**Attachments are limited to the following:**

- **Draft training plan; and**
- **Draft training materials.**

**Response to this SRC if not provided for in this Section and/or in the allotted attachment(s), shall not be considered for evaluation.**

**EXHIBIT C-5**  
**SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA**  
**COMPONENTS (TECHNICAL RESPONSE)**

**Response:**

***SRC#9 Evaluation Criteria***

1. *The adequacy and viability of the Respondent's proposed comprehensive training plan in regards to proposed deadlines and supportive tasks.*
2. *The adequacy of the Respondent's proposed training plan in regards to planning, design, development, production, and distribution of all training materials to support conversion and ongoing operations.*
3. *The adequacy and viability of the Respondent's proposed approach to developing and providing training materials and any and all web-based training for providers and Agency staff and/or designees.*
4. *The adequacy of the Respondent's proposed approach to providing instructional materials and manuals to all users.*
5. *The adequacy of the Respondent's proposed plan for outreach activities to hemophilia service providers.*
6. *The adequacy and appropriateness of the Respondent's proposed approach to using technological advancements for more cost effective training.*
7. *The adequacy of the Respondent's proposed approach to ensure staff conducts all components of the Contract resulting from this solicitation in a timely, efficient, productive, consistent, courteous, and professional manner as representatives of the State.*
8. *The adequacy of the Respondent's proposed approach to ensure all staff are familiar with and have a general knowledge of all components of the Contract resulting from this solicitation.*
9. *The adequacy of the Respondent's proposed approach to ensure staff are knowledgeable and educated regarding new hemophilia technologies and treatments available for patients.*

**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 C-5**  
**SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA**  
**COMPONENTS (TECHNICAL RESPONSE)**

**Category 10: Information Technology**

**SRC#10** The Respondent shall demonstrate its capability to meet the information technology requirements as described in **Attachment C**, Instructions and Special Conditions, **Section C.2.**, Special Terms and Conditions, **Subsection H.**, HIPAA Compliance, **Subsection I.**, Confidentiality of Information, **Subsection P.**, Information Technology and **Subsection Q.**, Disaster Recovery; and **Attachment D**, Scope of Services, **Section D.13.**, System Functionality, **Section D.14.**, System Modifications, **Section D.15.**, Database Creation, and **Section D.16.**, Data Exchange. At a minimum, the Response shall include:

a. Hardware and Software Requirements

- 1) The Respondent's proposed minimum hardware and software requirements necessary for providers and Agency users to utilize its proposed system;
- 2) The Respondent's proposed approach to ensure application software remains updated and consistent for all users;
- 3) The Respondent's experience with the hardware platform and application software it proposes to use for the performance of the services described in this solicitation;
- 4) The Respondent's automation capabilities and its compatibility with the Agency's computer systems and software platforms;
- 5) The Respondent's proposed process to exchange data with the Agency, including ensuring accurate and prompt interface with the Florida Medicaid Management Information System (FMMIS);
- 6) The Respondent's proposed approach to handling installation, maintenance and enhancement of software for providers and Agency users;
- 7) The Respondent's proposed approach to ensuring a database that will meet all the specifications detailed in this solicitation;
- 8) The Respondent's proposed plan for interfacing with the FMMIS, including maintaining the capability to receive batch file transmissions from the FMMIS to update provider, recipient, and claims service information on a consistent basis;
- 9) The Respondent's proposed approach for designing, developing and maintaining a web-based reporting system that produces on-line real time reporting of services in an internet secured environment which is available to authorized Agency users and providers; and
- 10) The Respondent's proposed administrative terminal functionality, including its access controls and the description and function of the software that supports the Web-Based Prior Authorization System.

**EXHIBIT C-5**  
**SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA**  
**COMPONENTS (TECHNICAL RESPONSE)**

b. On-line Access

- 1) The Respondent's proposed connectivity plan for on-line access to its database.

c. Disaster Recovery

- 1) The Respondent's proposed disaster recovery plan for restoring software applications, master files, hardware back-up and monitoring hook-up with the Agency;
- 2) The Respondent's proposed plan for how and where data base back-ups shall be maintained;
- 3) The Respondent's proposed plan to ensure the Agency will be notified of any systems problems, errors or back-log, including proposed time-frames; and
- 4) The Respondent's proposed plan to ensure recovery and/or back-up data in case of disaster and/or system failure.

d. Data Transmission and Security

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

e. The Respondent's security rating score

**The Respondent's entire Response for this SRC must be provided within the respective Response field below and up to one (1) attachment, as prescribed herein.**

**Attachments are limited to the following:**

- **Security Rating Score**

**Response to this SRC if not provided for in this Section and/or in the allotted attachment(s), shall not be considered for evaluation.**

**Response:**

**EXHIBIT C-5**  
**SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA**  
**COMPONENTS (TECHNICAL RESPONSE)**

**SRC #10 Evaluation Criteria**

1. *The adequacy of the Respondent's proposed minimum hardware and software requirements for hemophilia providers and Agency users to utilize its proposed system.*
2. *The adequacy of the Respondent's proposed approach to ensure application software remains updated and consistent for all users.*
3. *The adequacy of the Respondent's proposed hardware platform and application software based on their evidenced experience for providing the services described in this solicitation.*
4. *The adequacy and adaptability of the Respondent's proposed automation capabilities.*
5. *The adequacy of the Respondent's proposed process to exchange data with the Agency to ensure accurate and prompt interface with the Florida Medicaid Management Information System (FMMIS).*
6. *The adequacy of the Respondent's proposed approach to handling installation, maintenance and enhancement of software for hemophilia providers and Agency users.*
7. *The adequacy of the Respondent's proposed approach to ensuring a database that will meet all the specifications detailed in this solicitation.*
8. *The adequacy of the Respondent's proposed plan for interfacing with FMMIS and ensuring capability to receive batch file transmissions from FMMIS to update provider, recipient, and claim information on a consistent basis.*
9. *The adequacy, viability and reliability of the Respondent's proposed approach for designing, developing and maintaining a web-based reporting system that produces on-line real time reporting of services in an internet secured environment, which is available to authorized Agency users and providers.*
10. *The adequacy of the Respondent's proposed administrative terminal functionality, including its access controls and the description and function of the software that supports the web-based system.*
11. *The adequacy of the Respondent's proposed connectivity plan for on-line access to its database.*
12. *The adequacy and viability of the Respondent's proposed disaster recovery plan.*
13. *The adequacy and viability of the Respondent's proposed disaster recovery plan to ensure that the Agency will be notified of system problems, errors or back-log.*
14. *The adequacy of the Respondent's proposed plan for ensuring security of Medicaid data to comply with the Health Insurance Portability and Accountability Act (HIPAA).*
15. *The adequacy of the Respondent's proposed process to retrieve medical records to ensure compliance with HIPAA requirements.*

**EXHIBIT C-5**  
**SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA**  
**COMPONENTS (TECHNICAL RESPONSE)**

16. *The adequacy of the Respondent's proposed plan to ensure HIPAA standards for data and document management.*

17. *The adequacy of the Respondent's proposed plan to ensure that any Protected Health Information (PHI) released is done so in accordance with HIPAA requirements.*

**Score: This Section is worth a maximum of 85 raw points with each of the above components being worth a maximum of 5 points each.**

18. *The adequacy of the Respondent's security rating score by determining whether the Respondent has received:*

- a. *a top tier security rating score*
- b. *a middle tier security rating score*
- c. *a bottom tier security rating score*

**Score: This Section is worth a maximum of 5 raw points using the scoring scale outlined below:**

- a. 5 points for a top tier security rating score
- b. 3 points for a middle tier security rating score
- c. 0 points for a bottom tier security rating score

**EXHIBIT C-5**  
**SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA**  
**COMPONENTS (TECHNICAL RESPONSE)**

**Category 11: Quality Assurance/Internal Quality Contract (IQC) Program**

**SRC#11:** The Respondent shall demonstrate its capability to perform quality assurance requirements described in **Attachment D**, Scope of Services, **Section D.17.**, Quality Assurance/Internal Quality Control (IQC) Program. At a minimum, the Response shall include:

- a. The Respondent's proposed approach to providing a quality control program detailing all components in accordance with the requirements set forth in this solicitation. The Respondent's description must include, but is not limited to:
  - 1) Monitoring and management of factor assay versus prescribed amounts including quarterly audits requiring an aggregate monthly maximum of two percent (2%) variance;
  - 2) Ensuring clotting factor concentrates shall have acceptable expiration dates based on diagnosis and frequency of treatment and that short-dated product (expiration date within ninety (90) calendar days) shall only be dispensed after consultation with the prescribing physician;
  - 3) Cost effective shipping and delivery method for the product that maintains product integrity and quality;
  - 4) Ensuring that deliveries are made using a method that considers each enrollee's unique clinical needs as well as the appropriate conditions for shipping temperature labile and fragile medications; and
  - 5) Approach to utilize a sign/receipt shipping method for standard overnight and priority delivery of medications.
- b. The Respondent's proposed staffing levels to ensure that all functions of the quality assurance function can be performed timely and in compliance with the requirements of this solicitation and the resulting Contract;
- c. The Respondent's proposed plan for evaluating the adherence to Medicaid policy, familiarity with the Agency approved medical necessity criteria, Agency business rules, and clinical knowledge; and
- d. The Respondent's proposed plan for conducting new employee orientation, ongoing training, and interventions when performance does not meet required performance expectations.

**The Respondent's entire Response for this SRC must be provided within the respective Response field below.**

**Response to this SRC if not provided for in this Section shall not be considered for evaluation.**

**EXHIBIT C-5**  
**SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA**  
**COMPONENTS (TECHNICAL RESPONSE)**

**Response:**

***SRC#11 Evaluation Criteria***

1. *The adequacy of the Respondent's proposed approach to monitor and manage appropriate selection of factor assay versus prescribed amounts with quarterly audits requiring an aggregate monthly maximum of two percent (2%) variance.*
2. *The adequacy of the Respondent's proposed approach to ensure clotting factor concentrates shall have acceptable expiration dates based on diagnosis and frequency of treatment and that short-dated product (expiration date within ninety (90) calendar days) shall only be dispensed after consultation with the prescribing physician.*
3. *The adequacy of the Respondent's proposed approach to use the most cost effective shipping and delivery method for the product that maintains product integrity and quality.*
4. *The adequacy of the Respondent's proposed approach to ensure that deliveries are made using a method that considers each enrollee's unique clinical needs as well as the appropriate conditions for shipping temperature labile and fragile medications.*
5. *The adequacy of the Respondent's proposed approach to utilize a sign/receipt shipping method such as for standard overnight and priority delivery of medications.*
6. *The overall adequacy and viability of the Respondent's proposed quality control program in regards to meeting the requirements of this solicitation and the resulting Contract.*
7. *The adequacy of the Respondent's proposed staffing levels to ensure the quality assurance functions are performed timely and in compliance with the requirements of this solicitation and the resulting Contract.*
8. *The adequacy and viability of the Respondent's proposed plan for evaluating the adherence to Medicaid policy.*
9. *The adequacy of the Respondent's familiarity and proposed approach to comport with the Agency's approved medically necessity criteria.*
10. *The adequacy of the Respondent's evidenced familiarity with the Agency's business rules.*
11. *The adequacy of the Respondent's evidenced clinical knowledge to ensure successful operation of the Statewide MCHM.*
12. *The adequacy of the Respondent's proposed plan for conducting new employee orientation and on-going training.*
13. *The adequacy of the Respondent's proposed approach for interventions in the event staff performance does not meet required performance expectations.*

**EXHIBIT C-5**  
**SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA**  
**COMPONENTS (TECHNICAL RESPONSE)**

**Score:** *This Section is worth a maximum of 65 raw points with each of the above components being worth a maximum of 5 points each.*

**Category 12: Transition of Resulting Contract**

**SRC#12** The Respondent shall demonstrate its capability to fulfill the transition requirements described in **Attachment C**, Instructions and Special Conditions, **Section C.1.**, Instructions, **Subsection C.**, Response Evaluation and Contract Award, **Item 12.**, Transition of Resulting Contract. At a minimum, the Response shall include:

- a. The Respondent's proposed approach to transitioning the resulting Contract to a new Vendor upon completion of the resulting Contract in accordance with the requirements set forth in this solicitation and the resulting Contract; and
- b. Identification of risks and barriers associated with the transition of Program services to a new Vendor and solutions for overcoming them.

**The Respondent's entire Response for this SRC must be provided within the respective Response field below.**

**Response to this SRC if not provided for in this Section shall not be considered for evaluation.**

**Response:**

***SRC#12 Evaluation Criteria***

- 1. The adequacy and viability of the Respondent's proposed approach to transitioning the resulting Contract to a new Vendor upon completion of the resulting Contract in accordance with the requirements set forth in this solicitation and the resulting Contract.*
- 2. The adequacy of the Respondent's capability to overcome identified risks and barriers associated with the transition of MCHM Program services to a new Vendor upon the completion of the resulting Contract.*

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

## EXHIBIT C-6 COST PROPOSAL

- A.** Where indicated in **Table A**, Year One Through Three, below, the Respondent shall propose a fixed unit cost for Years One through Three Operations, respectively. Respondents shall express the fixed unit cost as the 340B ceiling price minus a percentage.
- B.** Where indicated in **Table B**, Renewal, below, the Respondent shall propose a fixed unit cost for Renewal Years (Years Four through Six Operations). Respondents shall express the fixed unit cost as the 340B ceiling price minus a percentage.
- C.** The Respondent must include the required detailed budget as **Exhibit C-6A** with this cost proposal to support and justify each year of its proposed fixed unit costs and each renewal year of its proposed fixed unit costs.

<b>TABLE A</b> <b>YEAR ONE THROUGH THREE</b> <b>(SEPTEMBER 1, 2016 THROUGH AUGUST 31, 2019)</b>	
<b>Proposed Fixed Unit Cost for All Contracted Services Including Factor for Year One through Year Three Operations*</b>	<b>340B Ceiling Price minus      %</b>
<b>TABLE B</b> <b>RENEWAL</b> <b>(SEPTEMBER 1, 2019 THROUGH AUGUST 31, 2022)</b>	
<b>Proposed Fixed Unit Cost for All Contracted Services Including Factor for Year Four through Year Six*</b>	<b>340B Ceiling Price minus      %</b>

\*Includes all services denoted in **Attachment D**, Scope of Services.

If the resulting Contract is renewed, it is the Agency's policy to reduce the overall payment amount by the Agency to the successful Vendor by at least five percent (5%) during the period of the Contract renewal, unless it would affect the level and quality of services.

\_\_\_\_\_  
Prospective Vendor's Name

\_\_\_\_\_  
Name and Title of Authorized Official

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

\_\_\_\_\_  
Date

**THE AGENCY WILL NOT EVALUATE RENEWAL YEAR PROPOSALS AS PART OF THE EVALUATION AND SCORING PROCESS, HOWEVER PROPOSED COST WILL BE APPLIED IN THE EVENT THE RESULTING CONTRACT IS RENEWED.**

**THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO EXHIBIT C-6, COST**



## **EXHIBIT C-6 COST PROPOSAL**

**PROPOSAL, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. FAILURE TO SUBMIT EXHIBIT C-6, COST PROPOSAL, SIGNED BY AN AUTHORIZED OFFICIAL, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. EXHIBIT C-6, COST PROPOSAL, IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT:**

**[HTTP://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SHTML](http://ahca.myflorida.com/procurements/index.shtml).**

**EXHIBIT C-6, COST PROPOSAL, SHALL NOT INCLUDE A COST THAT EXCEEDS THE MAXIMUM CONTRACT AMOUNT LISTED IN ATTACHMENT C, INSTRUCTIONS AND SPECIAL CONDITIONS, SECTION C.1., INSTRUCTIONS, SUB-SECTION A., OVERVIEW, ITEM 11., TYPE AND AMOUNT OF CONTRACT CONTEMPLATED. A RESPONSE WHICH CONTAINS A COST PROPOSAL THAT EXCEEDS THE AGENCY'S MAXIMUM CONTRACT AMOUNT WILL BE REJECTED.**

## EXHIBIT C-6A DETAILED BUDGET

The following proposed detailed budget shall include costs required for providing the services specified in this solicitation, and shall support and justify the costs as provided in Exhibit C-6, Cost Proposal.

DESCRIPTION OF EXPENSES	YEAR ONE OPERATIONS	YEAR TWO OPERATIONS	YEAR THREE OPERATIONS
<b>DIRECT PERSONNEL</b>			
Salaries:	\$	\$	\$
Fringe Benefits:	\$	\$	\$
Total Salaries Expense:	\$	\$	\$
Temporary Personnel Services:	\$	\$	\$
Contracted Personnel:	\$	\$	\$
Other Personnel:	\$	\$	\$
Other Personnel:	\$	\$	\$
Other Personnel:	\$	\$	\$
<b>TOTAL DIRECT PERSONNEL:</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):	\$	\$	\$
Travel – Training:	\$	\$	\$
Travel – Other:	\$	\$	\$
Telephone Charges:	\$	\$	\$
Professional Services:	\$	\$	\$
Advertising:	\$	\$	\$
Training, Licensing, Recruiting:	\$	\$	\$
Legal, Taxes, Miscellaneous:	\$	\$	\$
Other Direct:	\$	\$	\$
Other Direct:	\$	\$	\$
Other Direct:	\$	\$	\$
<b>TOTAL OTHER DIRECT*:</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>CAPITAL</b>			
Telecommunications Equipment:	\$	\$	\$
Computer Equipment:	\$	\$	\$
Furniture:	\$	\$	\$
Installation/Construction:	\$	\$	\$
Other Capital:	\$	\$	\$
Other Capital:	\$	\$	\$
Other Capital:	\$	\$	\$
<b>TOTAL CAPITAL*:</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>TOTAL PERSONNEL:</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>TOTAL OTHER DIRECT:</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>TOTAL CAPITAL:</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>TOTAL CONTRACT EXPENSES*:</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

**EXHIBIT C-6A  
DETAILED BUDGET**

<b>DESCRIPTION OF EXPENSES</b>	<b>RENEWAL YEAR FOUR OPERATIONS</b>	<b>RENEWAL YEAR FIVE OPERATIONS</b>	<b>RENEWAL YEAR SIX OPERATIONS</b>
<b>DIRECT PERSONNEL</b>			
Salaries:	\$	\$	\$
Fringe Benefits:	\$	\$	\$
Total Salaries Expense:	\$	\$	\$
Temporary Personnel Services:	\$	\$	\$
Contracted Personnel:	\$	\$	\$
Other Personnel:	\$	\$	\$
Other Personnel:	\$	\$	\$
Other Personnel:	\$	\$	\$
<b>TOTAL DIRECT PERSONNEL:</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):	\$	\$	\$
Travel – Training:	\$	\$	\$
Travel – Other:	\$	\$	\$
Telephone Charges:	\$	\$	\$
Professional Services:	\$	\$	\$
Advertising:	\$	\$	\$
Training, Licensing, Recruiting:	\$	\$	\$
Legal, Taxes, Miscellaneous:	\$	\$	\$
Other Direct:	\$	\$	\$
Other Direct:	\$	\$	\$
Other Direct:	\$	\$	\$
<b>TOTAL OTHER DIRECT*:</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>CAPITAL</b>			
Telecommunications Equipment:	\$	\$	\$
Computer Equipment:	\$	\$	\$
Furniture:	\$	\$	\$
Installation/Construction:	\$	\$	\$
Other Capital:	\$	\$	\$
Other Capital:	\$	\$	\$
Other Capital:	\$	\$	\$
<b>TOTAL CAPITAL*:</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>TOTAL PERSONNEL:</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>TOTAL OTHER DIRECT:</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>TOTAL CAPITAL:</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>TOTAL CONTRACT EXPENSES*:</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

## EXHIBIT C-6A DETAILED BUDGET

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

\_\_\_\_\_  
Prospective Vendor's Name

\_\_\_\_\_  
Name and Title of Authorized Official

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

\_\_\_\_\_  
Date

**THE AGENCY WILL NOT EVALUATE RENEWAL YEAR PROPOSALS AS PART OF THE EVALUATION AND SCORING PROCESS, HOWEVER PROPOSED COST WILL BE APPLIED IN THE EVENT THE RESULTING CONTRACT IS RENEWED.**

**THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO EXHIBIT C-6A, DETAILED BUDGET, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. FAILURE TO SUBMIT EXHIBIT C-6A, DETAILED BUDGET, SIGNED BY AN AUTHORIZED OFFICIAL, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. EXHIBIT C-6A, DETAILED BUDGET, IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT:**

**[HTTP://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SHTML](http://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SHTML).**

**EXHIBIT C-6A, DETAILED BUDGET, SHALL NOT INCLUDE A COST THAT EXCEEDS THE MAXIMUM CONTRACT AMOUNT LISTED IN ATTACHMENT C, INSTRUCTIONS AND SPECIAL CONDITIONS, SECTION C.1., INSTRUCTIONS, SUB-SECTION A., OVERVIEW, ITEM 11., TYPE AND AMOUNT OF CONTRACT CONTEMPLATED. A RESPONSE WHICH CONTAINS A DETAILED BUDGET THAT EXCEEDS THE AGENCY'S MAXIMUM CONTRACT AMOUNT WILL BE REJECTED.**

**EXHIBIT C-7  
RESPONDENT ATTESTATION FOR RESPONSE SUBMISSION**

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

**RESPONDENT ATTESTATION FOR RESPONSE SUBMISSION**

- I hereby certify that no modification and/or alteration has been made to the template, narrative and/or instructions contained in **Exhibit C-5**, 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 C-5**, Submission Requirements and Evaluation Criteria Components (Technical Response).

\_\_\_\_\_  
Prospective Vendor's Name

\_\_\_\_\_  
Name and Title of Authorized Official

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

\_\_\_\_\_  
Date

**IN THE EVENT THE AGENCY DETERMINES THE RESPONDENT HAS MODIFIED AND/OR ALTERED EXHIBIT C-5, SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE), AND/OR HAS OTHERWISE CIRCUMVENTED THE AGENCY'S PRESCRIBED ALLOWANCES FOR RESPONSE SUBMISSION, THE AGENCY WILL REJECT THE RESPONSE.**

**THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO EXHIBIT C-7, RESPONDENT ATTESTATION FOR RESPONSE SUBMISSION, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. FAILURE TO SUBMIT EXHIBIT C-7, RESPONDENT ATTESTATION FOR RESPONSE SUBMISSION, SIGNED BY AN AUTHORIZED OFFICIAL, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. EXHIBIT C-7, RESPONDENT ATTESTATION FOR RESPONSE SUBMISSION, IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT:**

**[HTTP://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SHTML](http://ahca.myflorida.com/procurements/index.shtml).**

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**EXHIBIT C-8**  
**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.

\_\_\_\_\_  
Prospective Vendor's Name

\_\_\_\_\_  
Name and Title of Authorized Official

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

\_\_\_\_\_  
Date

## EXHIBIT C-9 STANDARD CONTRACT

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

**Contract No.**

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

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

#### **I. THE VENDOR HEREBY AGREES:**

##### **A. General Provisions**

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

##### **B. Federal Laws and Regulations**

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

## EXHIBIT C-9 STANDARD CONTRACT

### C. Audits and Records

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

### D. Retention of Records

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

### E. Monitoring

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



## **EXHIBIT C-9 STANDARD CONTRACT**

### **F. Indemnification**

The Vendor shall save and hold harmless and indemnify the State of Florida and the Agency against any and all liability, claims, suits, judgments, damages or costs of whatsoever kind and nature resulting from the use, service, operation or performance of work under the terms of this Contract, resulting from any act, or failure to act, by the Vendor, its subcontractor, or any of the employees, agents or representatives of the Vendor or subcontractor.

### **G. Insurance**

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

### **H. Assignments and Subcontracts**

To neither assign the responsibility of this Contract to another party nor subcontract for any of the work contemplated under this Contract without prior written approval of the Agency. No such approval by the Agency of any assignment or subcontract shall be deemed in any event or in any manner to

## **EXHIBIT C-9 STANDARD CONTRACT**

provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this Contract. All such assignments or subcontracts shall be subject to the conditions of this Contract and to any conditions of approval that the Agency shall deem necessary.

### **I. Return of Funds**

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

### **J. Purchasing**

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

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

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

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

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

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

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

RESPECT of Florida

**AHCA RFP 005-15/16, Exhibit C-9, Page 4 of 21**

## **EXHIBIT C-9 STANDARD CONTRACT**

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

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

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

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

The Vendor assures that it will comply with:

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

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

### **L. Discrimination**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any

## EXHIBIT C-9 STANDARD CONTRACT

public entity; and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

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

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

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

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

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

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

The Vendor, without exception, shall indemnify and hold harmless the Agency and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or

## **EXHIBIT C-9 STANDARD CONTRACT**

unattended invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the Vendor or is based solely and exclusively upon the Agency's alteration of the article.

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

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

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

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

Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Agency has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Agency to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or

## EXHIBIT C-9 STANDARD CONTRACT

application for the same, shall vest in the State of Florida, Department of State for the exclusive use and benefit of the state. Pursuant to Section 286.021, Florida Statutes, no person, firm, corporation, including Parties to this Contract shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida Department of State.

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

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

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

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

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

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

## **EXHIBIT C-9 STANDARD CONTRACT**

### **N. Sponsorship**

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

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

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

### **O. Final Invoice**

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

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

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

### **Q. Public Entity Crime**

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

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

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

### **S. Confidentiality of Information**

Not to use or disclose any confidential information, including social security numbers that may be supplied under this Contract pursuant to law, and also including the identity or identifying information concerning a Medicaid recipient or services under this Contract for any purpose not in conformity

## EXHIBIT C-9 STANDARD CONTRACT

with state and federal laws, except upon written consent of the recipient, or his/her guardian.

### **T. Employment**

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

### **U. Work Authorization Program**

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

### **V. Scrutinized Companies Lists**

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

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

### **A. Contract Amount**

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

### **B. Contract Payment**

Section 215.422, Florida Statutes, provides that agencies have five (5) business days to inspect and approve goods and services, unless bid specifications, Contract or Purchase Order specifies otherwise. With the



## **EXHIBIT C-9 STANDARD CONTRACT**

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

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

#### **A. Termination**

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

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

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

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

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

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

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

## **EXHIBIT C-9 STANDARD CONTRACT**

### **B. Contract Managers**

1. The Agency's Contract Manager's contact information is as follows:
  
  
  
  
  
  
  
  
  
  
2. The Vendor's Contract Manager's contact information is as follows:
  
  
  
  
  
  
  
  
  
  
3. All matters shall be directed to the Contract Managers for appropriate action or disposition. A change in Contract Manager by either Party shall be reduced to writing through an amendment or minor modification to this Contract by the Agency.

### **C. Renegotiation or Modification**

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

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

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

### **E. All Terms and Conditions**

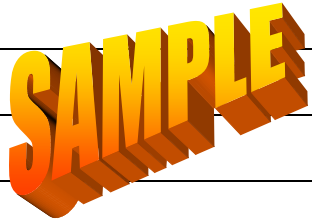
This Contract and its attachments as referenced herein contain all the terms and conditions agreed upon by the Parties.

**EXHIBIT C-9  
STANDARD CONTRACT**

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

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

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



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



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

**VENDOR FISCAL YEAR ENDING DATE:**

List of Attachments included as part of this Contract:

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

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**EXHIBIT C-9  
STANDARD CONTRACT**

**AGENCY APPROVED MODIFICATIONS  
TO THE STANDARD CONTRACT**

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

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

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

# EXHIBIT C-9 STANDARD CONTRACT

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

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

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

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

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

Vendor Name:

\_\_\_\_\_  
Signature

**SAMPLE**

\_\_\_\_\_  
Date

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



**EXHIBIT C-9  
STANDARD CONTRACT**

**ATTACHMENT III**

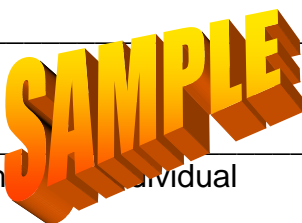
**CERTIFICATION REGARDING LOBBYING  
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

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.

<hr/> <p>Signature</p>	<hr/> <p>Date</p>
<hr/> <p>Name of Authorized Individual</p>	<hr/> <p>Agency or Contract Number</p>
<hr/> <p>Name and Address of Organization</p>	



**EXHIBIT C-9  
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

\_\_\_\_\_  
Date

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

**EXHIBIT C-9  
STANDARD CONTRACT**

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

Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone Number: _____
Email Address: _____

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

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

Certified By: _____,
who is authorized to sign on behalf of the above referenced company.
Authorized Signature Print Name and Title: _____

# ATTACHMENT D SCOPE OF SERVICES

## Table of Contents

<b>D.1.</b>	<b>General Overview.....</b>	<b>3</b>
<b>A.</b>	<b>Background .....</b>	<b>3</b>
<b>B.</b>	<b>Purpose.....</b>	<b>4</b>
1.	Care Management.....	4
2.	Medical Products and Supplies .....	4
3.	Outreach.....	4
4.	Information Technology Systems .....	5
<b>D.2.</b>	<b>Services Provided by the Agency .....</b>	<b>5</b>
<b>D.3.</b>	<b>Services Provided by the Vendor .....</b>	<b>6</b>
<b>A.</b>	<b>Recipient Service Requirements .....</b>	<b>6</b>
1.	Care Management.....	6
2.	Medical Products and Supplies .....	7
<b>B.</b>	<b>Provider Service Requirements .....</b>	<b>8</b>
<b>C.</b>	<b>Pharmacy Benefits Management.....</b>	<b>8</b>
<b>D.</b>	<b>Enrollee Services .....</b>	<b>9</b>
1.	General Provisions .....	9
2.	Requirements for Written Material.....	9
<b>E.</b>	<b>Translation Services .....</b>	<b>10</b>
<b>F.</b>	<b>Complaint and Grievance System .....</b>	<b>10</b>
<b>G.</b>	<b>Consultation .....</b>	<b>11</b>
<b>H.</b>	<b>Operations Policy and Procedure Manual .....</b>	<b>11</b>
<b>D.4.</b>	<b>Vendor Qualifications.....</b>	<b>11</b>
<b>D.5.</b>	<b>Medicaid Recipient Eligibility for Statewide MCHM Program Enrollment .....</b>	<b>11</b>
<b>D.6.</b>	<b>Recipient Fair Hearings.....</b>	<b>12</b>
<b>D.7.</b>	<b>Reporting Requirements .....</b>	<b>12</b>
<b>A.</b>	<b>General Reporting Requirements .....</b>	<b>12</b>
<b>B.</b>	<b>Data Analysis Requirements.....</b>	<b>13</b>
<b>C.</b>	<b>Monthly Reporting .....</b>	<b>13</b>
<b>D.</b>	<b>Quarterly Reporting .....</b>	<b>14</b>
<b>E.</b>	<b>Annual Reporting .....</b>	<b>15</b>
<b>F.</b>	<b>Ad Hoc Analysis and Reports .....</b>	<b>15</b>
<b>D.8.</b>	<b>Implementation Plan.....</b>	<b>16</b>
<b>D.9.</b>	<b>Customer Service .....</b>	<b>17</b>

**ATTACHMENT D  
SCOPE OF SERVICES**

**D.10. Training, Education and Outreach ..... 17**

**A. Outreach Plan ..... 17**

**B. Instructional Materials and Manuals ..... 18**

**D.11. Vendor Staffing ..... 18**

**A. General Staffing Requirements ..... 18**

**B. Key Staff..... 19**

        1. Contract Manager..... 19

        2. Clinical Pharmacy Coordinator ..... 20

        3. Care Management Coordinator..... 20

        4. Customer Service Staffing..... 20

            a. Registered Nurse..... 20

            b. Licensed Pharmacist ..... 20

        5. Management Information Systems (MIS) and Information Technology (IT) Staffing ..... 20

**D.12. Corporate Capability/Service Location ..... 21**

**D.13. System Functionality ..... 21**

**D.14. System Modifications ..... 21**

**D.15. Database Creation ..... 21**

**D.16. Data Exchange ..... 22**

**D.17. Quality Assurance/Internal Quality Control (IQC) Program ..... 22**

**D.18. Deliverables..... 23**

**D.19. Program Performance Standards and Liquidated Damages ..... 25**

**D.20. Data Use and Disclosure ..... 29**

**D.21. Prohibition of Marketing..... 29**

**D.22. Program Definitions and Acronyms..... 29**

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# ATTACHMENT D SCOPE OF SERVICES

## D.1. General Overview

### A. Background

The Agency for Health Care Administration (Agency) is the single State agency responsible for administering the Medicaid program in Florida. Chapter 409, Florida Statutes (F.S.), authorizes the Agency to ensure cost-effective purchasing of Medicaid services including, but not limited to the following requirements:

1. The Agency shall purchase goods and services for Medicaid recipients in the most cost-effective manner consistent with the delivery of quality medical care (Section 409.912, F.S.);
2. The Agency shall also require Vendors to minimize the exposure of recipients to the need for acute inpatient, custodial, and other institutional care and the inappropriate or unnecessary use of high-cost services (Section 409.912, F.S.);
3. The Agency may mandate prior authorization, drug therapy management, or disease management participation for certain populations of Medicaid beneficiaries, certain drug classes, or particular drugs to prevent fraud, abuse, overuse and possible dangerous drug interactions (Section 409.912., F.S.); and
4. For Medicaid recipients diagnosed with hemophilia who have been prescribed anti-hemophilic-factor replacement products, the Agency shall provide for those products and hemophilia overlay services through the Agency's hemophilia disease management program (Section 409.967(2)(c)2, F.S.).

At the direction of the Florida Legislature, a number of projects have been implemented to achieve cost savings in the Florida Medicaid program. The initiatives vary in the approach to care and cost management and in the populations served. The Agency implemented the Hemophilia Disease Management Program in April 2008.

Under authority of Section 1902 of the Social Security Act, the Agency obtained a Section 1915(b) waiver of Federal Medicaid requirements from the Centers for Medicare and Medicaid Services (CMS) for the provision of the Statewide Medicaid Comprehensive Hemophilia Management (MCHM) program. This waiver transitioned under the authority of the 1115 Managed Medical Assistance (MMA) program on January 1, 2014 as specified in Special Terms and Conditions (STC) #70 and #71 of the approved 1115 MMA Waiver.

The intent of the Statewide MCHM program is to combine the provision of pharmaceutical products, pharmaceutical management and disease management. The Statewide MCHM program is expected to result in cost savings to the State of Florida. Through the Statewide MCHM program, the Agency will assure eligible enrollee access to all products related to factor replacement therapy available under the Medicaid State Plan, which includes, but is not limited to, plasma-derived or recombinant factor concentrates. The Agency will also assure that the Statewide MCHM program does not impair access to quality hematology specialists available under the Medicaid State Plan.

# **ATTACHMENT D SCOPE OF SERVICES**

## **B. Purpose**

The Agency is seeking a qualified Vendor or Vendors to develop, implement, and provide a disease management program for a Statewide MCHM program (Program) in the State of Florida. The Vendor shall demonstrate specific knowledge and expertise in hemophilia disease management; high quality administrative leadership; qualified professional knowledge regarding the Florida Medicaid program; health care management; timely and actionable management reports; experience with medical claims data; and the capability to design an efficient disease management program that follows Florida Medicaid requirements.

The goals of this Program are to provide, at a minimum, the following:

### **1. Care Management**

- a.** Determine whether Medicaid eligible recipients meet the criteria for hemophilia services consistent with Florida Medicaid coverage policy as defined in Rule 59G-4.250, Florida Administrative Code (F.A.C.);
- b.** Design a Statewide MCHM program to provide hemophilia factor dispensing and related services for Medicaid eligible recipients;
- c.** Provide care coordination for eligible recipients including coordination and collaboration with recipients' health plan providers; and
- d.** Provide access to a registered nurse (RN) and a licensed pharmacist, twenty four (24) hours per day, seven (7) days per week through a toll-free helpline. Texting or other electronic applications may also be used to supplement this service.

### **2. Medical Products and Supplies**

- a.** Provide home delivery of medical products and supplies to eligible recipients; and
- b.** Provide verification of prescriptions for correct dosage, strength, and delivery time.

### **3. Outreach**

- a.** Provide treatment guideline training for targeted physicians, specialists, and other providers;
- b.** Assist providers in developing effective recipient care plans, as needed;
- c.** Provide assistance to recipients on adherence with treatment protocols;
- d.** Provide status reports to the recipients' medical service providers regarding the recipient's health care outcomes;
- e.** Provide specialist referral assistance to primary care providers;

## **ATTACHMENT D SCOPE OF SERVICES**

- f. Provide outreach to providers regarding current best-practice information;
- g. Provide consultative support to include face-to-face provider consultation as necessary; and
- h. Maintain knowledge of new technology and/or treatments to provide education for providers.

#### **4. Information Technology Systems**

- a. Develop an Information Technology (IT) system that can successfully integrate with the Florida Medicaid Management Information System (FMMIS), the Agency's fiscal agent, and other Medicaid contractors, as needed; and
- b. Develop and maintain a secure web portal for provider requests and communication as well as education and outreach for recipients.

### **D.2. Services Provided by the Agency**

The Agency shall provide the following to facilitate the Vendor in meeting the requirements of this solicitation and the resulting Contract:

- A. A readiness review of the Vendor that shall include, at a minimum, one (1) on-site review. This review will be conducted at a time agreed upon by the Agency and the Vendor prior to implementation and operation of the Program. The Agency will provide the Vendor with specific items for each aspect of the Program and the resulting Contract that shall be reviewed prior to the date of the readiness review.
- B. Monitoring and evaluation of the Vendor's compliance with the requirements of the resulting 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 the resulting Contract. The Agency may also solicit feedback regarding Vendor performance from Statewide MCHM program enrollees.
- C. Program policy clarification as requested by the Vendor and technical assistance on updates to Medicaid policy.
- D. 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.
- E. Provide or arrange to provide certain information and data to be used by the Vendor in matching information to Medicaid recipients. The frequency with which this information is to be provided shall be arranged between the Agency and the Vendor. The information and data transferred or made available to the Vendor by the Agency includes, at a minimum:
  - 1. Medicaid recipient claim history; and



## **ATTACHMENT D SCOPE OF SERVICES**

2. Medicaid recipient health plan enrollment information.
- F.** Notification to providers regarding the implementation of the Statewide MCHM program as described in this solicitation.
- G.** The Vendor may seek an interpretation from the Agency of any resulting Contract requirement or Medicaid policy. When an interpretation of the resulting Contract is sought, the Vendor shall submit a written request to the Agency's Deputy Secretary for Medicaid. A Vendor submitting such written requests, shall submit to the following mailing address:
- Deputy Secretary for Medicaid  
Agency for Health Care Administration  
2727 Mahan Drive, Mail Stop 8  
Tallahassee, FL 32308
- H.** A Data Book for Respondents' information is provided at <http://ahca.myflorida.com/Procurements/index.shtml>.

### **D.3. Services Provided by the Vendor**

Throughout the term of the resulting Contract, the Vendor shall maintain specialized knowledge and expertise in hemophilia disease management; a thorough understanding of the Medicaid program; health care policy and managed care operations; and shall provide high quality, timely, and cost-effective care delivery which meet the requirements specified in this solicitation.

#### **A. Recipient Service Requirements**

##### **1. Care Management**

The Vendor shall provide care management services that include, but are not limited to:

- a.** Individualized recipient care plans that describe care delivery interventions and care strategies to be utilized by the entire interdisciplinary team with input and collaboration with the recipient's primary care and specialty physicians;
- b.** Care management for all enrollees ensuring enrollees receive the highest quality of interventions, including direct contact, home infusion training and services, personalized education and training, and enhanced monitoring of assay management and patient health;
- c.** Coordination with all recipients' primary care physicians regarding prescribing practices, and assay management;
- d.** Provision of care coordination if a recipient's health plan enrollment changes to avoid disruption of services;

## **ATTACHMENT D SCOPE OF SERVICES**

- e. Direct support prior to, during and post-hospitalization, including face-to-face visits with recipients or their caregivers as needed;
- f. Access to a registered nurse (RN) and a licensed pharmacist, twenty four (24) hours per day, seven (7) days per week through a toll-free helpline;
- g. A grievance system, which allows enrollees both informal and formal steps to follow to resolve a grievance or complaint. The Vendor's grievance system policy and appeal and grievance processes shall state that the enrollee has the right to request a Medicaid fair hearing in addition to pursuing the Vendor's grievance process, if an adverse action has been taken by the Vendor.

### **2. Medical Products and Supplies**

The Vendor shall provide home delivery of medical products and supplies to eligible beneficiaries as follows:

- a. Verification of prescription for correct enrollee, correct dosage and strength, correct delivery destination and correct scheduled time of delivery to meet enrollee's needs. The Vendor is not authorized to auto ship medications (i.e., without patient request);
- b. Assure that medications are dispensed in the most ready-to-administer forms available from the manufacturer;
- c. Deliveries are made using a method that considers each enrollee's unique clinical needs as well as the appropriate conditions for shipping temperature labile and fragile medications. For example, overnight shipment of refrigerated medication in an insulated package containing ice packs in order to ensure the medication remains stable in the container during shipment;
- d. Utilization of a sign/receipt shipping method for standard overnight and priority delivery of medications;
- e. Coordination with satellite and/or local pharmacies in the enrollee's area for courier service for emergency same day delivery of medications or for delivery in the event of a disaster or other unforeseen event;
- f. Utilization of the most cost-effective "shipment mode" allowing product integrity, and enrollee safety and satisfaction;
- g. Shipment of non-refrigerated medication via 2<sup>nd</sup> day delivery, unless enrollee safety requires same day or overnight delivery;
- h. Assurance that enrollees have access to all products related to factor replacement therapy which include, but are not limited to, plasma-derived and any others approved for use during the term of the resulting Contract, or recombinant factor concentrates available under the

## **ATTACHMENT D SCOPE OF SERVICES**

Medicaid State Plan, as well as Stimulate to support the treatment of Von Willebrand Disease;

- i. Provision of medical waste removal and disposal services for recipients, and provision for recipient choice of preferred method of medical waste disposal and pick-up in accordance with Chapter 64E-16, F.A.C.; and
- j. Delivery of protective gear and therapeutic devices at no cost to enrollee.

### **B. Provider Service Requirements**

To ensure high quality and cost-effective care delivery, the Vendor shall provide primary care providers (PCP or providers), participating specialty physicians, and, upon request, Statewide MCHM Program enrollees with protocols that are current and nationally recognized by leading professional experts in the field of hemophilia, and approved in advance by the Agency. Provider services provided by the Vendor shall include, but are not limited to:

1. Training on treatment guidelines for all targeted physicians, specialists and other providers;
2. Assistance in developing effective recipient care plans, as needed;
3. Feedback on recipient adherence with treatment protocols, as well as status reports addressing health care outcomes;
4. Specialist referral options for primary care providers;
5. Assessment of provider's methods of practices;
6. Consultative support, prior to, during, and after surgery, to include face-to-face provider consultation as necessary; and
7. Maintaining knowledge of new technology and treatments for coagulation bleeding disorders in order to educate providers/specialist providers.

### **C. Pharmacy Benefits Management**

The Vendor shall provide Pharmacy Benefits Management (PBM) services ensuring high quality, cost-effective care delivery that includes, but is not limited to:

1. Monitoring and managing appropriate selection of factor assay versus prescribed amounts with quarterly audits requiring an aggregate monthly maximum of two percent (2%) variance; and
2. Clotting factor concentrates shall have acceptable expiration dates based on diagnosis and frequency of treatment. Short-dated product (expiration date within ninety (90) calendar days) shall only be dispensed after consultation with the prescribing physician.

# **ATTACHMENT D SCOPE OF SERVICES**

## **D. Enrollee Services**

### **1. General Provisions**

- a.** The Vendor shall notify Statewide MCHM Program enrollees of their rights and responsibilities; how to pursue a complaint, a grievance, appeal or Medicaid fair hearing; how to report suspected fraud and abuse; and all other requirements and benefits of the Vendor.
- b.** The Vendor shall notify Statewide MCHM Program enrollees of the freedom to exercise enrollees' rights per Code of Federal Regulations (CFR) 42, Section 438.100(c), and that the exercise of those rights does not adversely affect the way the Vendor and its providers treat the enrollee.
- c.** The Vendor shall have the capability to answer enrollee inquiries through written materials, telephone, electronic transmission, and face-to-face communication.

### **2. Requirements for Written Material**

- a.** The Vendor shall make all written materials and electronic text available in alternative formats and in a manner that takes into consideration the enrollees' special needs, including those who are visually impaired or have limited reading proficiency. The Vendor shall notify all enrollees that information is available in alternative formats and how to access those formats.
- b.** All written communication must use clear, non-technical language.
- c.** The Vendor shall develop and distribute enrollee materials in accordance with the requirements in this solicitation. The Vendor shall submit all enrollee materials to the Agency for approval within fifteen (15) calendar days following execution of the resulting Contract. Any and all materials developed thereafter must be submitted to the Agency for approval prior to distribution. At a minimum, the Vendor shall:
  - 1)** Ensure enrollment notification and other written member materials provided to recipients, are made available in the identified prevalent languages, which is defined as the languages spoken by at least five percent (5%) of the population in an area, e.g., English, Spanish, Haitian Creole, and other languages, as needed. The Vendor shall notify recipients that written and electronic communications are available in prevalent languages, and provide instructions for accessing those materials.; and
  - 2)** Develop and disseminate newsletters or electronic communications to recipients, and/or supplementary training materials specific to the disease process, including current treatments and other relevant written information.

## **ATTACHMENT D SCOPE OF SERVICES**

### **E. Translation Services**

The Vendor shall provide oral translation services to any enrollee who speaks any non-English language regardless of whether the enrollee speaks a language that meets the threshold of a prevalent non-English language. Translation services shall be available twenty four (24) hours per day, seven (7) days per week. The Vendor shall notify its enrollees of the availability of oral interpretation services and to inform them of how to access such services. Oral interpretation services are required for all Vendor information provided to enrollees. There shall be no charge to the enrollee for translation services.

### **F. Complaint and Grievance System**

1. The Vendor shall maintain a grievance system, which allows for both informal and formal steps to resolve a grievance or complaint.
2. The grievance system shall provide sufficient support staff (clerical and professional) available to process grievances and assist complainants in properly filing grievances.
3. The Vendor shall develop, document and implement complaint and grievance procedures, and shall submit such procedures to the Agency for written approval, prior to the implementation of the program.
4. The Vendor's complaint and grievance procedures shall provide for referral of all dissatisfied enrollees and Medicaid providers to appropriate Vendor staff for follow-up and documentation and include provisions for notification to the Agency of provider and enrollee grievances filed with the Vendor via a Complaint and Grievance Log which captures and reports the following:
  - a. Date grievance filed;
  - b. Enrollee Name;
  - c. Nature of complaint/grievance; and
  - d. Disposition, including date.
5. All staff involved in the grievance system shall be educated concerning the importance of the procedures and the rights of the complainant.
6. The Vendor's grievance system policy and appeal and grievance processes shall state that the enrollee has the right to request a Medicaid fair hearing in addition to pursuing the Vendor's grievance process if an adverse action has been taken by the Vendor.

## **ATTACHMENT D SCOPE OF SERVICES**

### **G. Consultation**

The Vendor shall provide ongoing consultation to Agency staff on data analyses trends, and cost control options, as well as on data findings and program recommendations.

### **H. Operations Policy and Procedure Manual**

1. The Vendor shall develop and maintain operational policy and procedure manual(s) for all aspects of the resulting Contract to be approved by the Agency prior to implementation by the Vendor in accordance with the Agency approved implementation plan.
2. The Agency reserves the right to direct the Vendor to amend or update its operational policy and procedure manual(s) at no additional cost to the Agency.
3. The operational policy and procedure manual(s) shall be a guide to assist the Vendor in conducting all aspects of operation of the resulting Contract.
4. The Vendor shall make all aspects of the operational policy and procedure manual(s) available to the Agency at all times.
5. The operational policy and procedure manual(s) shall be reviewed and updated on an as-needed basis. The Vendor shall submit amendments to the operational policy and procedure manual(s) to the Agency for prior approval before implementing a change in policy and procedure.

### **D.4. Vendor Qualifications**

To be considered for the Contract resulting from this solicitation the Vendor shall:

- A. Be a current Medicaid provider in the State of Florida;
- B. Have safeguards in place to prevent a conflict of interest from occurring, if the Vendor is a direct pharmaceutical provider; and
- C. Maintain one or more physical offices in the State of Florida for purposes of providing services under the Contract resulting from this solicitation.

### **D.5. Medicaid Recipient Eligibility for Statewide MCHM Program Enrollment**

- A. Medicaid recipients who must enroll in the Statewide MCHM Program are those who:
  1. Are eligible for Florida Medicaid, but not Medicare; and,
  2. Are prescribed drugs from the therapeutic classes, M0F-Factor IX Preparations, M0E-Antihemophilic Factors, Corifact (MOC therapeutic class), Stimat (P2B therapeutic class); or other therapeutic classes identified by the Agency as treatment for hemophilia or von Willebrand disease.

## **ATTACHMENT D SCOPE OF SERVICES**

- B.** Medicaid recipients who are dually eligible for Medicare and Medicaid and who meet the criteria in **Section D.5**, Medicaid Recipient Eligibility for Statewide MCHM Program Enrollment, **Subsection A., Item 2.**, may voluntarily enroll in the Statewide MCHM Program.

### **D.6. Recipient Fair Hearings**

- A.** The Vendor shall submit all requested clinical information to the Agency for use in administrative and/or fair hearings within three (3) business days of the Agency's request.
- B.** For each case, the Vendor's pharmacist(s) or coordinator(s) shall be available to testify at the Agency and Department of Children and Families hearings and other legal proceedings regarding decisions and actions of the Vendor. This includes telephonic testimony at the hearings, depositions, and discussions with Agency attorneys and staff as needed.
- C.** The Vendor's appropriate staff (including the pharmacist) shall be available for the duration of the hearing, unless excused by the Administrative Hearing Officer.
- D.** The Vendor shall coordinate with Agency staff for fair hearings related to actions performed by the Vendor under the resulting Contract.
- E.** The cost for pharmacist(s) and/or coordinator(s) time related to professional and expert activities, (e.g., testifying, depositions, reviewing clinical records in association with legal proceedings, discussions with Agency attorneys directly related to administrative hearings, or other legal proceedings) shall be the responsibility of the Vendor.

### **D.7. Reporting Requirements**

#### **A. General Reporting Requirements**

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

All electronic transmission of reports and supporting documentation containing beneficiary Personal 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 2013 or greater. 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 the Contract resulting from this solicitation, unless otherwise agreed to by the Agency.

## **ATTACHMENT D SCOPE OF SERVICES**

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 solicitation or the resulting 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.

### **B. Data Analysis Requirements**

In performing clinical, statistical and financial analyses, the Vendor shall use nationally established and Agency approved treatment guidelines as the foundation for clinical reference. Additionally, controlled clinical trials and peer-reviewed studies published in reputable journals may also be used in developing clinical review criteria. The Vendor shall not utilize anecdotal evidence, manufacturer-funded reviews, or unsubstantiated health claims as review criteria. All financial review information shall consider the effect on gross cost to the Agency.

The Vendor shall work with the Agency to ensure that all financial and clinical strategies are in keeping with the Agency's goals.

### **C. Monthly Reporting**

1. The Vendor shall submit monthly reports. At a minimum, monthly reports shall include the following:
  - a. Aggregate number of recipients enrolled (recipient count);
  - b. Aggregate Medicaid billing costs for the preceding month;
  - c. Monthly aggregate variance of factor assay versus prescribed amounts;
  - d. Number of clinical pharmacy coordinators with licensure requirements assigned to the Program;
  - e. Number of care management coordinators with licensure requirements assigned to the Program;
  - f. Number of fair hearings attended and packets prepared;
  - g. Customer Service statistics including a log of telephone calls to and from recipients, a log of complaints and grievances received, and any written inquires or complaints received by the Vendor; and
  - h. System performance including the amount and duration of system outages.
2. Monthly reports shall be due on the 10<sup>th</sup> of each month following the reporting month.



## **ATTACHMENT D SCOPE OF SERVICES**

### **D. Quarterly Reporting**

- 1.** The Vendor shall submit quarterly reports consisting of narrative analyses and graphic illustrations of aggregated data. For purposes of the resulting Contract, quarterly reporting will be based on resulting Contract year quarters. At a minimum, quarterly reports shall include the following :
  - a.** Unit utilization of each Agency-approved drug and costs associated with each drug;
  - b.** Assessment of changes in prescribing behavior by provider and provider specialty, by medical condition and other factors that may affect therapies;
  - c.** Identification of trends that may be a result of misuse, overuse, abuse or fraud. Trend detail shall include but is not limited to product name and therapeutic category;
  - d.** Identification of the extent of sub-optimal therapies by category and condition and determining the cost effects of shifting sub-optimal to optimal therapies;
  - e.** Determination of the effects of cost control measures; including report of the quarter's aggregate variance of factor assay versus prescribed amounts;
  - f.** Identification of treatment changes and trends and their effects on utilization;
  - g.** Recipient count by the following:
    - 1)** Diagnoses;
    - 2)** Severity level;
    - 3)** Treatment type;
    - 4)** Bleed sites;
    - 5)** Infusion type; and
    - 6)** By hospital and emergency room (ER) visit.
  - h.** A Complaint and Grievance Log of all complaints and grievances filed by both providers and enrollees inclusive of the following:
    - 1)** Date grievance filed;
    - 2)** Name;
    - 3)** Nature of complaint/grievance; and

## **ATTACHMENT D SCOPE OF SERVICES**

- 4) Disposition, including date.
  - i. Internal Quality Control Plan activities as described in **Section D.17.**, Quality Assurance/Internal Quality Control (IQC) Program.
- 2. Quarterly reports shall be due thirty (30) calendar days following the end of the preceding quarter.

### **E. Annual Reporting**

- 1. The Vendor shall submit an annual report to the Agency which shall be an aggregate analysis of the quarterly data. In addition, the Vendor shall report on Statewide MCHM Program activities, financial trends, therapy adherence, patient management, assay management, recipient vignettes, and product updates. The Vendor shall also assist Agency staff in developing strategies for improved health outcomes and cost controls which shall include, but is not limited to, the following:
  - a. Identifying additional cost control opportunities based on analyses;
  - b. Identifying past, current and future trends regarding the use of prescribed factor, assay and other hemophilia-related pharmaceuticals; trend data by product, therapeutic category, age, sex, race, eligibility category, per member costs, length of therapy, geographic location, place of residence, disease/condition; and medical and other factors affecting prescribed product use; and
  - c. Developing and applying models predicting future recipient use at an aggregate level by type of product, condition, age, and other factors as determined by the Agency.
- 2. Annual reports shall be due forty five (45) calendar days following the end of each resulting Contract year.

### **F. Ad Hoc Analysis and Reports**

- 1. The Agency reserves the right to request the Vendor to conduct ad hoc analyses and provide ad hoc reports, such as utilization assessment, costs and total spending. In such instances, the Agency will make the request in writing and will establish a deadline for submission.
- 2. Ad hoc analyses and reporting shall be provided at no cost to the Agency.
- 3. The Vendor shall provide ad hoc reports on an as needed basis at no additional cost to the Agency. Ad hoc reports may be requested on any aspect of the data collected by the Vendor.
- 4. Ad hoc reports shall be submitted to the Agency within fourteen (14) calendar days from the time of the request, unless the Agency directs the Vendor to provide the data or information in less than fourteen (14) calendar days.

## **ATTACHMENT D SCOPE OF SERVICES**

5. At the Agency's request, the variables calculated as part of ad hoc reports may be required for inclusion in standard reports.

### **D.8. 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 the resulting Contract. The Agency will 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 the resulting Contract.
- C.** The final implementation plan shall detail the specific timeframes, tasks, responsibilities, and key milestones to ensure a successful implementation. The final implementation plan shall describe any upgrades or additions to the Vendor's current system(s), if applicable, that are necessary to meet requirements of this solicitation and the resulting 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 the resulting 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, including specific protocols for coordination and collaboration with the recipient's primary care provider, specialist provider, and Medicaid health plan; and
  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.
- 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 the Contract resulting from this solicitation, 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.

## **ATTACHMENT D SCOPE OF SERVICES**

### **D.9. Customer Service**

- A.** The Vendor shall provide a toll-free customer service telephone helpline for all aspects of the services described in this solicitation and the resulting Contract which shall respond to enrollee and provider initiated inquiries. The Vendor shall provide access to a RN and a licensed pharmacist twenty four (24) hours per day, seven (7) days per week through the toll-free telephone helpline.
- B.** The toll-free customer service telephone helpline shall be staffed with trained customer service representatives during normal business hours of 8:00 AM to 5:00 PM Eastern Time (ET), Monday through Friday, excluding State of Florida observed holidays. Callers shall not encounter a busy signal during normal business hours.
- C.** The Vendor shall provide a before and after business hours message advising the caller of the hours of operation, how to access the twenty four (24) hours per day, seven (7) days per week helpline, and allowing them to leave a message.
- D.** The Vendor may use an interactive voice response system, provided that at each level, the callers can choose to speak with a “live” person, rather than continue through additional prompts. “Live” English and Spanish-speaking customer service representatives who are qualified to provide technical assistance shall be available during normal business hours.
- E.** The Vendor shall have an Agency approved customer service policy and procedure manual that shall include requirements for staffing the customer service line.
- F.** The customer service staff shall adequately respond to inquiries received from persons who require special assistance, including, but not limited to, persons with Limited English Proficiency (LEP) and those with vision, hearing, or speech disabilities.
- G.** At a minimum, ninety percent (90%) of all calls made within normal business hours shall be answered within thirty (30) seconds, with no more than ten percent (10%) of the calls going unanswered, requiring the caller to leave a message for the Vendor. For calls received within normal business hours, all return calls must be made within one (1) hour.
- H.** The Vendor shall return all telephone calls received after normal business hours on the following business day.

### **D.10. Training, Education and Outreach**

#### **A. Outreach Plan**

- 1.** The Vendor shall develop and implement an outreach plan for recipients and their families, and for Medicaid health plans and providers, which at a minimum includes written communication; telephonic, text messaging, or electronic application support; webinars; and face-to face training for all aspects of the resulting Contract.

## **ATTACHMENT D SCOPE OF SERVICES**

2. The outreach plan must address the MCHM providers' and health plan providers' initial and ongoing training needs for all aspects of the resulting Contract and for the purpose of orienting Medicaid providers to the Vendor's policies and procedures implemented in the resulting Contract.
3. The Vendor shall finalize, and submit to the Agency, the outreach plan no later than fifteen (15) calendar days following execution of the resulting Contract.
4. 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.

### **B. Instructional Materials and Manuals**

1. The Vendor shall develop and maintain training materials for use by providers and Agency staff, which shall include procedures for all areas of review activity addressed in this solicitation, and the resulting Contract. The material must describe all elements in the review process for MCHM program services.
2. All training materials, which include manuals, brochures, handouts, agendas, overheads, and web-based or electronic communications, shall be prior approved by the Agency. The material must also be posted on the Vendor's website after the Agency approves it for distribution.
3. All training materials must be reviewed, and if needed, updated at least on a quarterly basis.
4. The Agency may produce and distribute any of the Vendor's training materials.

### **D.11. Vendor Staffing**

#### **A. General Staffing Requirements**

1. The Vendor shall conduct all aspects of the resulting 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 the resulting Contract.
2. A sufficient number of the Vendor's staff shall be fluent in both English and Spanish; or the Vendor shall either employ or contract with an interpreter as needed in order to fulfill the requirements of this solicitation and the resulting Contract.
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 solicitation and the resulting Contract, it shall advise the Vendor in writing. The Vendor shall have thirty (30) calendar days to remedy the identified staffing deficiencies.

## **ATTACHMENT D SCOPE OF SERVICES**

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 the resulting 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 the resulting 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, Clinical Pharmacy Coordinator, or Care Management Coordinator positions become vacant, the Vendor shall notify the Agency immediately and provide information on the replacement within ten (10) business days.
7. The Vendor shall have staff available at its office location 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. The Vendor shall maintain a sufficient percentage of licensed pharmacists or RNs that will perform their job function under the resulting Contract in the designated office location. Staff who are approved to telecommute shall still be physically located in the State of Florida, unless approved by the Agency.

### **B. Key Staff**

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

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

- a. The Vendor shall employ one (1) Contract Manager responsible for the development and management of the Statewide MCHM Program. 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 the resulting Contract for no less than forty (40) hours per week.
- b. The Contract Manager shall possess, at a minimum, a bachelor's degree in a health or business related field and have a minimum of three (3) years of recent management experience in managing hemophilia specific clinical projects, as well as assessment and reporting of health care outcomes and drug trends.
- c. The Contract Manager shall have the ability to recruit, select, and maintain experienced and qualified staff to conduct the MCHM program and report to the Agency the outcome of all activities performed by the Vendor as they pertain to the resulting Contract. 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 the resulting Contract.

## **ATTACHMENT D SCOPE OF SERVICES**

### **2. Clinical Pharmacy Coordinator**

The Vendor shall provide, at a minimum, one (1) Florida licensed pharmacist who is knowledgeable of all current treatment options and who has a minimum of twelve (12) months experience within the most recent twenty four (24) month period as a clinical pharmacy coordinator for a hemophilia related program.

### **3. Care Management Coordinator**

The Vendor shall provide at least one (1) Florida licensed health care professional as defined in Section 464.003, F.S., with experience in hemophilia-related disease management, or care management coordination to serve as the Vendor's Statewide MCHM Program's Care Management Coordinator. The Care Management Coordinator shall have a minimum of twelve (12) months experience in managing a contract within the most recent twenty four (24) month period in hemophilia-related disease management program, or other care management program.

### **4. Customer Service Staffing**

#### **a. Registered Nurse**

The Vendor shall provide at least one (1) Registered Nurse (RN) professional, as defined in Section 464.003,(4) F.S., with experience in hemophilia-related disease management, or care management coordination. The RN shall have a minimum of twelve (12) months experience within the most recent twenty four (24) month period in hemophilia-related disease management, or care management coordination.

#### **b. Licensed Pharmacist**

The Vendor shall provide at least one (1) Florida licensed pharmacist with experience as a clinical pharmacy coordinator for a hemophilia related program. The Vendor's clinical pharmacy coordinator(s) shall be knowledgeable of all current hemophilia related disease treatment options and shall have a minimum of twelve (12) months experience within the most recent twenty four (24) month period.

### **5. Management Information Systems (MIS) and Information Technology (IT) Staffing**

a. The Vendor shall have in-house Management Information Systems (MIS) capability. The Agency will not approve a subcontractor for this function.

b. The Vendor shall maintain a sufficient number of qualified MIS and technical staff to continue operation of the Vendor's systems; provide prompt, on-going system support; and provide timely and accurate data access to the Agency, its authorized agents, and service providers.

## **ATTACHMENT D SCOPE OF SERVICES**

### **D.12. Corporate Capability/Service Location**

The Vendor shall establish a State of Florida site/office(s) location where all required Vendor responsibilities identified in this solicitation, and resulting Contract shall be performed for the duration of the resulting Contract. The Agency must prior approve any changes to the Vendor office location or when any of the Vendor contractual obligations shall be performed at a different site other than the designated office location.

### **D.13. 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.** The Vendor shall have the technical capability to provide accessibility through an enhanced internet security communications system and an adequate number of telephone and fax lines to interface with the Medicaid fiscal agent, the Agency's Decision Support System and FMMIS, the Agency, and providers. Accessibility shall be centralized, with no change in internet address, telephone, or fax numbers for the duration of the resulting Contract.
- C.** The Vendor shall have the capability to receive and store eligibility, provider, and MMIS claims data from the Agency's fiscal agent. The Vendor shall work with the fiscal agent on any necessary file transfer changes.
- D.** Any instances of system down time shall be reported to the Agency immediately.

### **D.14. 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. Providers and Agency staff shall be notified by e-mail twelve (12) hours prior to any scheduled maintenance.
- B.** The Agency reserves the right to request system changes or modifications not otherwise specified or required in this solicitation 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 in response to this solicitation, the Agency will allow the Vendor thirty calendar (30) 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 the resulting Contract.

### **D.15. Database Creation**

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



## **ATTACHMENT D SCOPE OF SERVICES**

- B.** The Vendor shall maintain a comprehensive database that provides the current status of all review activity. The comprehensive database shall be updated with all activity on a daily basis. The comprehensive database must include all data elements related to MCHM services and provider and recipient service information. The data elements shall be approved by the Agency. The Vendor shall maintain a process by which the dates, history, and steps of each MCHM service are tracked in the system.
- C.** The comprehensive database shall include historical data that includes previously authorized MCHM program services, which shall be provided by the Agency.
- D.** 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 the MCHM program at no additional cost to the Agency.
- E.** The Vendor's database shall store processed claim data, provided by the Agency, against which a variety of analytic tools can be run. Based on the information stored in the database, the Vendor shall analyze historical data, recommend program changes, and provide customized reports upon request.

### **D.16. Data Exchange**

- A.** The Vendor shall be able to receive data and other information necessary to maintain the web based MCHM system, from the Agency or its designee, on a daily basis.
- B.** The Vendor shall work with the Agency's other contractors as needed to obtain any additional claims data to support the pattern analysis effort.
- C.** The Vendor shall become knowledgeable of the field definitions related to the data being sent from the Agency and/or its agents.
- D.** 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.

### **D.17. 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 solicitation and the resulting Contract. The Vendor shall specify all components of its internal quality control plan. The Vendor shall submit its IQC plan in accordance with the Agency approved implementation plan. The Vendor shall describe procedures for the following minimum administrative and clinical requirements of the IQC plan.
- B.** The administrative requirements of the IQC program shall include, at a minimum:

## ATTACHMENT D SCOPE OF SERVICES

1. How the Vendor shall ensure that all functions are performed timely in accordance with this solicitation;
  2. Staff that shall be responsible for the IQC activities and the staff's qualifications; and
  3. The logic used in statistical and financial comparisons, therapeutic category trending, and achieving reporting requirements.
- C.** The clinical requirements of the IQC program shall include, at a minimum:
1. The Vendor's plan for conducting orientation of new employees, on-going training, and monitoring of employees to include the review of work performed;
  2. Interventions when resulting Contract performance does not meet required levels;
  3. Monitoring of a percentage of the total review volume or a specified number of reviewed cases (whichever is greater), per employee (includes work performed by clinical pharmacy coordinators, care management coordinators, registered nurses, and licensed pharmacists), per month;
  4. Evaluation of adherence to Medicaid policy, familiarity with the Agency approved medical necessity criteria, Agency business rules, and clinical knowledge. When variation from acceptable levels of performance is identified, the Vendor shall initiate training to address deficiencies; and
  5. Submission of the sample review cases and the evaluation criteria to the Agency for prior approval.
- D.** The Agency reserves the right to direct the Vendor to make modifications and/or additions to the Vendor's IQC program/plan, as needed.
- E.** The Vendor shall submit to the Agency a quarterly report of its IQC activities and findings in accordance with this Section.
- F.** 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 that does not perform according to the escalation policy.
- G.** 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 the Contract resulting from this solicitation.

### **D.18. Deliverables**

The Vendor shall provide the deliverables described in **Table 1**, Deliverables, below, to the Agency's Contract Manager by the dates indicated. The Agency reserves the right to request

## ATTACHMENT D SCOPE OF SERVICES

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.

<b>TABLE 1 DELIVERABLES</b>	
<b>Deliverable/Milestone Description</b>	<b>Anticipated Due Date</b>
Final Implementation Plan	No later than fifteen (15) calendar days following execution of the resulting Contract.
Operational Policy and Procedure Manuals	In accordance with the Agency approved implementation plan.
Outreach Plan	No later than fifteen (15) calendar days following execution of the resulting Contract.
Internal Quality Control Program	In accordance with the Agency approved implementation plan.
Aggregate Monthly Status Report including aggregate monthly amount of assay variance included (must be two percent (2%) or less)	10 <sup>th</sup> of each month following the reporting month.
Quarterly Status Report	Thirty (30) calendar days following the end of the preceding quarter.
Annual Status Report	Forty five (45) calendar days following the end of each resulting Contract year.

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

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## ATTACHMENT D SCOPE OF SERVICES

### D.19. Program Performance Standards and Liquidated Damages

- A. The Agency may impose liquidated damages as identified in **Table 2**, Program Performance Standards and Liquidated Damages, below, when the Vendor has failed to meet the performance standard requirements.

<b>TABLE 2 PROGRAM PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES</b>	
<b>Performance Standard Requirement</b>	<b>Liquidated Damages To Be Imposed</b>
The Vendor shall submit a final implementation plan of quality and completeness acceptable to the Agency no later than fifteen (15) calendar days following execution of the resulting Contract.	<b>\$1,000.00</b> per business day for each business day beyond the due date.
The Vendor shall provide Care Management and Medical Products and Supplies; Provider Services; Pharmacy Benefits Management and Enrollee Services as described in <b>Section D.3.</b> , Services Provided by the Vendor as specified in the implementation plan.	<b>\$1,000.00</b> per business day for each business day beyond the due date as specified in the implementation plan until implemented if due to Vendor error.
The Vendor shall develop policy and procedure manual(s) of quality and completeness acceptable to the Agency as described in <b>Section D.3.</b> , Services Provided by the Vendor, <b>Subsection H.</b> , Operations Policy and Procedure Manual, and post the Agency approved manual(s) on the website by the date specified in the implementation plan.	<b>\$1,000.00</b> per business day for each business day beyond the due date if due to Vendor error.
The Vendor shall be responsible for implementation of an Agency approved outreach plan of quality and completeness acceptable to the Agency as described in <b>Section D.10.</b> , Training, Education and Outreach, <b>Subsection A.</b> , Outreach Plan, that shall be submitted to the Agency no later than fifteen (15) calendar days following execution of the resulting Contract.	<b>\$1,000.00</b> per business day for each business day beyond the due date.
The Vendor shall develop an internal quality control program as described <b>Section D.17.</b> , Quality Assurance/Internal Quality Control (IQC) Program, by the date specified in the implementation plan.	<b>\$1,000.00</b> per business day for each business day beyond the due date.
The Vendor shall implement any Corrective Action Plans (CAP) within the timeframe specified by the Agency in the written notice of non-compliance.	<b>\$500.00</b> per business day for each business day beyond the due date.

## ATTACHMENT D SCOPE OF SERVICES

The Vendor shall provide a toll-free telephone help line as described in <b>Section D.9.</b> , Customer Service.	<b>\$1,000.00</b> per calendar day for each calendar day, whereby the toll-free telephone help line is inaccessible to Agency staff, Statewide MCHM Program enrollees and/or providers.
The Vendor shall provide oral translation services as described in <b>Section D.3</b> , Services Provided by the Vendor, <b>Subsection E.</b> , Translation Services.	<b>\$500.00</b> per incidence of failure to provide oral translation services.
The Vendor's Contract Manager shall respond to Agency requests within the time prescribed by the Agency.	<b>\$500.00</b> per business day, per incident whereby the Vendor's Contract Manager fails to respond to an Agency request within the time prescribed by the Agency.
The Vendor shall cooperate fully with the Agency and/or State during an investigation of fraud or abuse, complaint and/or grievance.	<b>\$500.00</b> per incident for failure of the Vendor to cooperate fully with the Agency and/or State during an investigation of fraud or abuse, complaint and/or grievance.
The Vendor shall not market Vendor business interests to providers, recipients and/or enrollees.	<b>\$500.00</b> for each verified incidence in which the Vendor practices improper promotion or marketing of Vendor business interests to providers, recipients and/or enrollees.
The Vendor shall develop and maintain a disaster recovery plan for restoring the application of software and current master files and for hardware backup as described in <b>Attachment C</b> , Instructions and Special Conditions, <b>Section C.2.</b> , Special Terms and Conditions, <b>Subsection Q.</b> , Disaster Recovery.	<b>\$1,000.00</b> per incidence of failure to meet the disaster recovery requirements described in <b>Attachment C</b> , Instructions and Special Conditions, <b>Section C.2.</b> , Special Terms and Conditions, <b>Subsection Q.</b> , Disaster Recovery.
<b>General</b>	
Assay variance shall not exceed amount specified in <b>Section D.18.</b> , Deliverables, <b>Table 1</b> , Deliverables.	<b>One percent (1%)</b> of that monthly total claim reimbursement amount for any month where assay variance fails to meet standard set in <b>Section D.18.</b> , Deliverables, <b>Table 1</b> , Deliverables.
One hundred percent (100%) of the clinical pharmacy coordinators shall be Florida licensed pharmacists. The Vendor shall provide a monthly report of staff and the Agency will review to verify licensure requirements according to the resulting Contract.	<b>\$1,000.00</b> per business day for each business day that licensure requirements are not met.

## ATTACHMENT D SCOPE OF SERVICES

<p>One hundred percent (100%) of care management coordinators shall meet the minimum experience requirements. Proof of licensure is to be maintained by the Vendor and presented upon request by the Agency. The Vendor shall provide a monthly report of staff and the Agency will review to verify licensure requirements are met according to the resulting Contract.</p>	<p><b>\$1,000.00</b> per business day for each business day that licensure or experience requirements are not met.</p>
<p>One hundred percent (100%) of fair hearings shall be attended by a Florida licensed pharmacist who participates in discussions with the Agency's General Counsel attorneys and staff, as needed. The Vendor shall provide a monthly report of fair hearings held and the Agency will review to verify fair hearings were attended according to the resulting Contract.</p>	<p><b>\$1,000.00</b> per incident for each fair hearing not attended.</p>
<p>Ninety five percent (95%) of fair hearing packets shall be submitted to the Agency within three (3) business days of the request for documentation. The Vendor shall provide a monthly report of performance and the Agency will review to verify packets were submitted timely.</p>	<p><b>\$1,000.00</b> per incident for failure to submit a fair hearing packet within three (3) business days after the document request.</p>
<p>Ninety percent (90%) of all calls made within normal business hours will be answered within thirty (30) seconds or less, with no more than ten percent (10%) of the calls going unanswered, requiring the caller to leave a message for the Vendor. For calls received within normal business hours, all return calls must be made within one (1) hour. The Vendor shall return all telephone calls received after normal business hours on the following business day. The Vendor shall provide a monthly report of performance and the Agency will review to verify telephone responses are provided according to the resulting Contract.</p>	<p><b>\$1,000.00</b> per month in which telephone response requirements are not met.</p>
<p>Ninety-five percent (95%) of all issues requiring system down time shall be resolved within four (4) hours. All instances of down time shall be reported to the Agency immediately. The Vendor shall provide a monthly report of performance and the Agency will review to verify that system service standards are met according to the resulting Contract.</p>	<p><b>\$1,000.00</b> per incident in which system issues are not resolved within four (4) hours.</p>

## ATTACHMENT D SCOPE OF SERVICES

Reports	
The Vendor shall submit accurate and complete internal quality control reports and instructional manuals to the Agency within resulting contractual timeframes.	<b>\$1,000.00</b> per business day for each business day beyond the due date.
The Vendor shall submit accurate and complete monthly reports, quarterly reports, and annual reports to the Agency within resulting contractual timeframes.	<b>\$1,000.00</b> per business day for each business day beyond the due date.
Ad hoc reports shall be submitted to the Agency within fourteen (14) calendar days from the time of the request, unless the Agency directs the Vendor to provide the data or information in less than fourteen (14) calendar days.	<b>\$1,000.00</b> per business day for each business day beyond the due date.
The Vendor shall maintain a Log of Complaints and Grievances. This log shall be submitted to the Agency monthly.	<b>\$500.00</b> per incidence of failure to maintain a Log of Complaints and Grievances.
Records	
The Vendor shall submit to the Agency or its designee, all records and data generated by the resulting Contract no later than sixty (60) calendar days following the expiration or termination of the resulting Contract.	<b>\$1000.00</b> per business day for each business day records are submitted after the due date.

### B. Corrective Action Plan (CAP)

1. If the Agency determines that the Vendor is out of compliance with any of the provisions of the resulting 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 resulting Contract termination.
2. The Vendor shall respond by providing a CAP to the Agency within the timeframe specified by the Agency.
3. The Vendor shall implement the CAP only after Agency approval.
4. The Agency may require changes or a complete rewrite of the CAP and provide a specific deadline.
5. 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 the resulting Contract and shall be subject to liquidated damages.
6. Except where otherwise specified, liquidated damages of **(\$500.00)** per calendar day may be imposed on the Vendor for each calendar day that the approved CAP is not implemented to the satisfaction of the Agency.

## **ATTACHMENT D SCOPE OF SERVICES**

- C.** In the event the Agency identifies a violation of the resulting Contract, or other non-compliance with the resulting 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.

### **D.20. Data Use and Disclosure**

- A.** The Agency maintains ownership of the data sets and all recipient records used in the Statewide MCHM Program. All data sets and reports must be returned to the Agency upon request. No data (such as utilization and trends data) shall be disseminated, published or incorporated into a separate central database or warehouse without the expressed prior, written consent of the Agency.
- B.** The Vendor shall use data solely for the Statewide MCHM program, and shall not use data for marketing or any other purposes.

### **D.21. Prohibition of Marketing**

The Vendor shall not market Vendor business interests to providers, recipients and/or enrollees.

### **D.22. Program Definitions and Acronyms**

**340B CEILING PRICE** – The maximum statutory price established under Section 340B(a)(1) of the Public Health Service Act. (42 CFR 10.3)

**AD HOC** - A report designed for a specific purpose, case or situation.

**ADVERSE ACTION** - A denial, reduction, termination, or suspension of a recipient's Medicaid services by the Vendor.

**ASSAY** - Commercial factor concentrates produced in varying ranges. Clotting factor activity is measured in I.U. (International Units).

**CLAIM** - A request for Medicaid to pay for the dispensing of prescription medication.

**CONTRACT YEAR** - Every twelve (12) months, beginning with the execution date of the resulting Contract.

**ENROLLED/ENROLLEE** - An eligible Medicaid recipient enrolled in fee-for-service, a fee-for-service health plan, or a capitated health plan, who meets the disease-state specific definition, and who has chosen to be enrolled with the Vendor or has been assigned to the Vendor by the Agency for enrollment in the MCHP program.

**FACTOR** - Product used in factor replacement therapy (the intravenous administration of treatment products containing the clotting factor protein deficient in individuals with hemophilia.) Products used are plasma-derived or recombinant factor concentrates.

**FISCAL AGENT** - A private corporation under contract with the Agency to receive and process Medicaid claims.



## **ATTACHMENT D SCOPE OF SERVICES**

**HEMOPHILIA** - An inherited life-long bleeding disorder characterized by an absence or reduced level of one of the necessary blood clotting proteins (factor VIII or factor IX.) Prolonged bleeding results from the inability to control bleeding.

**INTERDISCIPLINARY TEAM** - Members of the Interdisciplinary Team include the prescribing physician and other providers involved in a recipient's care plan.

**MEDICAID** - The medical assistance program authorized by Title XIX of the Social Security Act, 42 United States Code, Section 1396 et seq., and regulations thereunder, as administered in the State of Florida by the Agency under Chapter 409 et seq., F.S.

**MEDICAID COMPREHENSIVE HEMOPHILIA MANAGEMENT (MCHM) PROGRAM** - Program to provide comprehensive management services (disease/care management combined with pharmacy benefits management) specific to Florida Medicaid recipients living with hemophilia and von Willebrand Disease.

**PERFORMANCE STANDARDS** - The criteria by which Vendor performance is measured.

**RECIPIENT** - Any individual determined eligible, pursuant to Federal and State law, to receive medical or allied care, goods, or services paid for under the Medicaid program and enrolled in the Medicaid program.

**REGISTERED NURSE (RN)** - A licensed professional nurse as defined in Section 464.003(3)(a), F.S.

**SPECIALIST** - A provider whose practice is limited to a particular branch of medicine or surgery, including one whom, by virtue of advanced training, is certified by a specialty board as being a qualified expert in that area of medicine.

**UTILIZATION PATTERN MONITORING** - Data in formats that display patterns of health care services over a defined period of time.

**VON WILLEBRAND DISEASE** - Von Willebrand disease is caused by a deficiency of von Willebrand factor. Von Willebrand factor helps blood platelets clump together and stick to the blood vessel wall, which is necessary for normal blood clotting.

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