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GOVERNOR

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SECRETARY

August 24, 2015

Prospective Vendor(s):

Subject: Solicitation Number: AHCA ITN 001-15/16

Title: Behavior Analysis Utilization Management 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 Behavior Analysis Utilization Management 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>	Special Conditions
<b>Attachment D</b>	Scope of Services
<b>Attachment E</b>	Evaluation Criteria
<b>Attachment F</b>	Past Performance – Client Reference Form
<b>Attachment G</b>	Required Statements and Certifications
<b>Attachment H</b>	Standard Contract
<b>Attachment I</b>	Certification of Drug-Free Workplace
<b>Attachment J</b>	Cost Proposal
<b>Attachment K</b>	Vendor Certification Regarding Scrutinized Companies Lists
<b>Attachment L</b>	Information Technology Security Plan

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



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The designated AHCA Issuing Officer for this solicitation is the undersigned. All communications from prospective vendors shall be made in writing and directed to my attention at the address provided in Attachment C, Special Conditions, Section C.5, unless otherwise instructed in this ITN.

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

Sincerely,

*Jennifer Barrett*

Jennifer Barrett, Chief  
Bureau of Support Services

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

**Contents**

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13. Electronic Posting of Notice of Intended Award.
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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**

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27. Purchase Order Duration.
28. Advertising.
29. Assignment.
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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.
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38. Notices.
39. Leases and Installment Purchases.
40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).
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42. Modification of Terms.
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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 SPECIAL CONDITIONS

- C.1 Solicitation Number:** AHCA ITN 001-15/16
- C.2 Solicitation Type:** Invitation to Negotiate
- C.3 Solicitation Title:** Behavior Analysis Utilization Management Program
- C.4 Date of Issuance:** August 24, 2015
- C.5 Issuing Officer:** Jennifer Barrett  
 Agency for Health Care Administration  
 Building 2, Suite 203, Mail Stop 15  
 2727 Mahan Drive  
 Tallahassee, FL 32308-5403  
 Fax #: 850-488-0317  
 Email: [procurement@ahca.myflorida.com](mailto:procurement@ahca.myflorida.com)

**C.6 Solicitation Timeline:**

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

ACTIVITY	DATE/TIME	LOCATION
Solicitation Issued by Agency	August 24, 2015	Electronically Posted <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_menu</a>
Deadline for Receipt of Written Inquiries	September 8, 2015	2727 Mahan Drive, MS# 15 Tallahassee, FL 32308-5403
Anticipated date for Agency Responses to Written Inquiries	September 22, 2015	Electronically Posted <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_menu</a>
Deadline for Receipt of Responses	October 23, 2015 @ 2:00 PM	Address Provided in C.5 above
Public Opening of Responses	October 23, 2015 @ 2:30 PM	2727 Mahan Drive, Building 2 Operations Conference Room, 2 <sup>nd</sup> Floor, Room 200 Tallahassee, FL 32308-5403
Anticipated Dates for Negotiations	December 7, 2015 – December 11, 2015	2727 Mahan Drive, Building 2 Operations Conference Room, 2 <sup>nd</sup> Floor, Room 200 Tallahassee, FL 32308-5403
Anticipated Posting of Notice of Intent to Award	January 4, 2016	Electronically Posted <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_menu</a>

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

- Statement of Required Experience – certifying the respondent possesses a minimum of five (5) years of experience operating a utilization management program that includes the prior authorization of Medicaid services.
- Statement and documentation of Designation as QIO or QIO-Like Entity – certifying the respondent is or shall be one of the following:
  - Currently a Federally Designated Utilization and Quality Improvement Organization (QIO) as established in Title XI, Part B of the Social Security Act, eligible for enhanced federal matching funds and shall maintain such designation during the entire term of the resulting Contract.
  - Shall be designated as a Federally Designated Utilization and Quality Improvement Organization (QIO) as established in Title XI, Part B of the Social Security Act, eligible for enhanced federal matching funds, prior to execution of the Contract resulting from this ITN and shall maintain such designation during the entire term of the resulting Contract.
  - Currently is a QIO-like entity, eligible for enhanced federal matching funds and shall maintain such designation during the entire term of the resulting Contract.
  - Shall be designated as a QIO-like entity, eligible for enhanced federal matching funds and shall maintain such designation during the entire term of the resulting Contract.
- Statement of No Conflict – certifying the respondent shall not sub-contract with any provider that would cause a conflict of interest to my company during the entire term of the resulting Contract.
- 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 ITN.
- Acceptance of the Contract Terms and Conditions - certifying that the prospective vendor accepts the terms and conditions as specified in this ITN and in the Agency Standard Contract, **Attachment H**.



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

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

**C.15 Original Proposal Guarantee:**

The original response must be accompanied by an original proposal guarantee payable to the State of Florida in the amount of **\$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.

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

The "proposal guarantee" is a firm commitment 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, FLORIDA STATUTES.**

**C.16 Prohibition of Gratuities:**

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

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

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

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

**C.18 Number of Awards:**

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

**C.19 Term of Contract:**

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

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

If the Contract is renewed, the overall payment amount by the Agency to the Vendor will be reduced by at least five percent (5%), during the period of the Contract renewal without a reduction in the level and quality of services.

## **C.20 Subcontracting:**

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

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

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

## **C.21 Performance Bond:**

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

No payments will be made to the successful vendor until the performance bond is in place and approved by the Agency in writing. The performance bond shall remain in effect for the full term of the resulting Contract, including any renewal period. The Agency shall be named as the beneficiary of the successful vendor's bond. The bond shall provide that the insurer or bonding company(s) pay losses suffered by the Agency directly to the Agency.

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

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

## **C.22 Venue:**

By responding to this ITN, 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.

Respondents (and their successors, including but not limited to their parent(s), affiliates, subsidiaries, subcontractors, assigns, heirs, administrators, representatives and trustees) acknowledge that this ITN (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, Florida Statutes.

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

#### **Attorney's Fees**

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

#### **Legal Action Notification**

The vendor shall give the Agency, by certified mail, immediate written notification (no later than thirty (30) calendar days after service of process) of any action or suit filed or of any claim made against the vendor by any subcontractor, vendor, or other party that results in litigation related to the Contract resulting from this ITN for disputes or damages exceeding the amount of **\$50,000**. In addition, the vendor shall immediately advise the Agency of the insolvency of a subcontractor or of the filing of a petition in bankruptcy by or against a principal subcontractor.

#### **Damages for Failure to Meet Contract Requirements**

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

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

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

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

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

Failure to retain records as required may result in cancellation of the resulting Contract. The Agency shall give the successful vendor advance notice of cancellation pursuant to this provision and shall pay the successful vendor only those amounts that are earned prior to the date of

cancellation in accordance with the terms and conditions of the resulting Contract. Performance by the Agency of any of its obligations under a Contract awarded pursuant to this ITN shall be subject to the successful vendor's compliance with this provision.

In accordance with Section 20.055, Florida Statutes, 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.

**C.24 Accounting:**

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

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

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

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

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

The successful vendor and its subcontractors shall comply with the requirements of Section 501.171, Florida Statutes 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.

**C.26 Audits/Monitoring:**

The Agency may conduct, or have conducted, performance and/or compliance reviews, reviews of specific records or other data as determined by the Agency. The Agency may conduct a

review of a sample of analyses performed by the successful vendor to verify the quality of the successful vendor's analyses. Reasonable notice shall be provided for reviews conducted at the successful vendor's place of business.

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

During the resulting Contract period these records shall be available at the successful vendor's office at all reasonable times. After the resulting Contract period and for six (6) years following, the records shall be available at the successful vendor's chosen location subject to the approval of the Agency. If the records need to be sent to the Agency, the successful vendor shall bear the expense of delivery. Prior approval of the disposition of the successful vendor and subcontractor records must be requested and approved by the Agency if the resulting Contract or subcontract is continuous.

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

**C.27 EEO Compliance:**

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

**C.28 Lobbying Disclosure:**

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

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

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

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

**C.30 HIPAA Compliance:**

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

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

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

Title 42 Code of Federal Regulations (CFR) Chapter IV, Subchapter C; Title 45 CFR, Part 74, General Grants Administration Requirements; Chapter 409, Florida Statutes; all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 as amended (42 USC 1857, et seq.); Title VI of the Civil Rights Act of 1964 (42 USC 2000d) in regard to persons served; 42 CFR 431, Subpart F; Section 504 of the Rehabilitation Act of 1973, as amended; 29 USC 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance; the Age Discrimination Act of 1975, as amended; 42 USC 6101 et. seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from Federal financial assistance; the Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from Federal financial assistance; the Medicare-Medicaid Fraud and Abuse Act of 1978; other Federal omnibus budget reconciliation acts; Americans with Disabilities Act (42 USC 12101, et. seq.); and the Balanced Budget Act of 1997. The resulting Contract may be subject to changes in Federal and State law, rules or regulations.

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

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

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

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

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

exists. The Agency will then have the right to all patents and copyrights which arise as a result of performance under the resulting Contract as provided in this section.

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

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

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

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

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

The computer programs, materials and other information furnished by the Agency to the successful vendor hereunder shall be and remain the sole and exclusive property of the Agency, free from any claim or right of retention by or on behalf of the successful vendor. The services and products listed in this ITN and the resulting Contract shall become the property of the Agency upon the successful vendor's performance and delivery thereof. The successful vendor hereby acknowledges that said computer programs, materials and other information provided by the Agency to the successful vendor hereunder, together with the products delivered and services performed by the successful vendor hereunder, shall be and remain confidential and proprietary in nature to the extent provided by Chapter 119, Florida Statutes, and that the successful vendor shall not disclose, publish or use same for any purpose other than the purposes provided in this ITN and the resulting Contract; however, upon the successful vendor first demonstrating to the Agency's satisfaction that such information, in part or in whole, (1) was already known to the successful vendor prior to its receipt from the Agency; (2) became known to the successful



vendor from a source other than the Agency; or (3) has been disclosed by the Agency to third parties without restriction, the successful vendor shall be free to use and disclose same without restriction. Upon completion of the successful vendor's performance or otherwise cancellation or termination of the resulting Contract, the successful vendor shall surrender and deliver to the Agency, freely and voluntarily, all of the above-described information remaining in the successful vendor's possession.

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

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

### **C.33 Work Authorization Program:**

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

### **C.34 Scrutinized Companies List:**

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

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

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

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

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

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

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

**C.37 Insurance:**

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

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

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

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

**C.38 State Project Plan:**

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

**modifications in regard to the below objectives with the respondent selected for award, prior to execution of the resulting Contract.**

1. **Vendor Diversity:** The State supports and encourages supplier diversity and the participation of small and minority business enterprises in State contracting, both as prime contractors and subcontractors. The respondent shall submit as part of this plan, its approach to supporting the State's vendor diversity program, and the intent of Section 287.09451, Florida Statutes.

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

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

deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org/>. The successful vendor shall describe how it will support the use of PRIDE in providing the services/items being procured under the resulting Contract.

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

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

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

An original and five (5) duplicate paper copies, in a sealed package, must be submitted to the Issuing Officer identified in Section C.5 no later than the time indicated in Section C.6, Solicitation Timeline, for receipt of responses.

The original sealed response shall be marked as the "original" and contain the transmittal (cover) letter that bears the original signature of the binding authority. **The box that contains the "original" response shall be marked "Contains Original" and shall contain all marked originals.** Responses may be submitted via U.S. Mail, Courier, or hand delivery. Responses sent by fax or email will not be accepted. Responses received after the date and time specified in Section C.6, Solicitation Timeline, will not be considered and returned to the prospective vendor unopened.

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

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

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

Any portion of the submitted response which is asserted to be exempt from disclosure under Chapter 119, Florida Statutes, shall be 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, Florida Statutes". 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, Florida Statutes.

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

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

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

The ITN response shall consist of the following parts:

**A. Mandatory Documentation**

**1. Transmittal (Cover) Letter**

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

**2. Original Proposal Guarantee**

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

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

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

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

The Agency reserves the right to contact sources other than those identified by the respondent to obtain additional information regarding past performance. Any information

obtained as a result of such contact may be used to determine whether or not the respondent is a “responsible vendor”, as defined in Section 287.012(25), Florida Statutes.

**FAILURE TO SUBMIT PAGE 1 OF ATTACHMENT F, PAST PERFORMANCE – CLIENT REFERENCE FORM WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR’S RESPONSE. ATTACHMENT F, PAST PERFORMANCE – CLIENT REFERENCE FORM IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT:**

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

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

### **C. Financial Information**

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

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

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

1. Income Statement(s) or Revenue and Expense Statement(s) – Which are statement(s) of profit or loss (for not-for-profits it is the excess of revenues over expenses) during a particular period including all items of revenue income and expenditure.
2. Balance Sheet(s) – Which are statement(s) of total assets, liabilities, and net worth at a given point in time.
3. Cash Flow Statement(s) – Which are statement(s) that reflects the inflow of revenue versus the outflow of expenses resulting from operating, investing, and financing activities during a specific time period.

4. Notes to the financial statements which shall include: a description of the reporting entity, major asset categories, debt, contingency liabilities, transactions with related parties, subsequent events, and a list of significant accounting policies and estimates used.

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

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

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

**D. Cost Proposal (Must be submitted on page provided as Attachment J. The detailed budget must be provided on page(s) identified as Attachment J-1.)**

The respondent shall submit one (1) original Cost Proposal (**Attachment J and the detailed budget as Attachment J-1**) with its original response.

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

**E. Technical Response**

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

**1. Table of Contents**

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

**2. Executive Summary**

The respondent shall include an executive summary, no longer than five (5) single sided pages in length, that demonstrates the respondent's overall understanding of the Scope of Services and describes the salient features of the respondent's technical proposal.

**3. Organizational Structure and History**

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

- a. The adequacy of the respondent's organizational capability to provide services required for the Program based its organizational structure, history, legal structure, ownership, affiliations, and location(s);



- b. The adequacy of the respondent's capability to dedicate sufficient and appropriate staffing levels based on its organizational chart; and
- c. 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 Quality Improvement Organization (QIO) or QIO-like entity in the past five (5) years.

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

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

- a. The respondent shall submit a list of current or previous (since September 1, 2010) Contracts for which it is/was the lead vendor on any projects that are similar in size, scope, and complexity as the services outlined in this ITN. Respondents may list Contracts that were not specifically behavior analysis projects but describe projects that establish the respondent's ability to successfully complete the requirements of this ITN.

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

1. The name and address of the of the client;
  2. The name of the project;
  3. The time period of the project;
  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;
  6. Significant accomplishments and achievements;
  7. The barriers encountered that hindered implementation (if applicable);
  8. For current or completed projects, the number of transactions processed per day;
  9. A disclosure of liquidated or punitive damages imposed or sought against the respondent, including the circumstances and amounts involved; and
  10. The use of any subcontractor(s) on each project, their scope of work, and the percentage of the work on the project completed by subcontractors.
- b. The respondent shall describe its experience performing utilization management of Medicaid services, including any Florida experience;
  - c. The respondent shall describe its experience managing or providing utilization management services within structured timelines;



- d. The respondent shall describe its experience with utilization management of behavior analysis services; and
- e. The respondent shall describe any professional qualifications that the respondent has obtained that would relate to the services described in this ITN.

## **5. Vendor Staffing**

The respondent shall demonstrate its capability to meet the staffing requirements described in Attachment D, Scope of Services, Section D.20, Vendor Staffing. At a minimum, the description shall include:

- a. A staff organization chart for the staff that will provide services for this Project 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 Project;
- d. Resumes for key staff listed below, demonstrating their education and experience as required by this ITN. If the position will need to be filled, indicate the qualifications that must be met by the applicants:
  - 1. Contract Manager;
  - 2. Clinical Director;
  - 3. Clinical Review Supervisors;
  - 4. Education Director;
  - 5. Non-Clinical Managers; and
  - 6. Doctoral-level Behavior Analyst Reviewers.
- e. The respondent's proposed approach to ensure it employs a sufficient number of clinical review staff to provide the services required in this ITN and the resulting Contract;
- f. The respondent's proposed approach to ensure it employs a sufficient number of Information Technology staff;
- g. 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 implementation and during the resulting Contract period;
- h. The respondent's proposed approach to ensure staff communicate all resulting Contract issues to the designated Contract Manager as the single point of contact;
- i. 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 to

potential recipients whose primary language is not English and meet the additional service requirements described in this ITN;

- j. The respondent's proposed subcontracting plan including identification of any current or anticipated subcontracts the respondent will use in operating the Behavior Analysis Utilization Management Program. The Agency will not approve subcontracting for Management Information Staff. 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);
- k. The respondent's proposed approach to coordinate and communicate with any proposed subcontractors and the Agency to ensure effective integration of services; and
- l. The respondent's proposed approach for recruiting credentialed, appropriately licensed, and highly qualified staff and maintaining and/or filling key staffing positions.

## **6. Behavior Analysis Utilization Management Services**

The respondent shall demonstrate its approach to develop, implement and provide services required for the operation of the Behavior Analysis Utilization Management Program as described in this ITN. At a minimum, the response shall include:

- a. The respondent's proposed approach to implementing an efficient, evidence-based utilization management program for behavior analysis services;
- b. The respondent's proposed approach for informing service providers of the need for additional documentation to complete a review;
- c. The respondent's proposed approach to provide notifications of approvals or adverse determinations; and
- d. The respondent's proposed approach to perform retrospective reviews of behavior analysis clinical records to determine medical necessity.

## **7. Implementation Plan**

The respondent shall demonstrate its capability to develop an implementation plan as described in Attachment D, Scope of Services, Section D.17, Implementation Plan. At a minimum, the response shall include:

- a. A draft implementation plan detailing:
  - 1. Level of effort for the entire Project based on its detailed narrative description;
  - 2. Timeline for Project implementation that encompasses all phases of the Project;
  - 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; and
  7. Assistance needed from the Agency.
- b. 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.

## **8. Customer Service**

The respondent shall demonstrate its capability to fulfill the customer service requirements described in Attachment D, Scope of Services, Section D.18, Customer Service. At a minimum, the response shall include:

- a. The respondent's proposed approach to providing and maintaining a toll-free customer service telephone system to operate during normal business hours as well as before and after normal business hours;
- b. The respondent's proposed approach to monitoring the toll-free customer service telephone system to ensure compliance with the requirements of this ITN; 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.

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

The respondent shall demonstrate its capability to fulfill the training, education, and outreach requirements described in Attachment D, Scope of Services, Section D.19, 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 behavior analysis service providers and recipients in order to provide on-going technical 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 ITN, 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 ITN.

## **10. Information Technology**

The respondent shall demonstrate its capability to meet the information technology requirements as described in Attachment D, Scope of Services, Section D.27, Information Technology and Section D.28, Disaster Recovery Plan. At a minimum, the response shall include:

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

- 1. The respondent's proposed minimum hardware and software requirements necessary for behavior analysis service providers and Agency users to utilize its proposed system and adequacy of application software it proposes to use to remain updated and consistent for all users;
- 2. The respondent's experience with the hardware platform and application software it proposes to use for the performance of the services described in this ITN;
- 3. The respondent's automation capabilities and its compatibility with the Agency's computer systems and software platforms which are: Oracle 10G, SQL Server 2008, .Net, Windows XP or higher environment (Desktop and Network), Internet Explorer 7 and up, and SQL Reporting Services;
- 4. 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);
- 5. The respondent's proposed approach to handling installation, maintenance and enhancement of software for behavior analysis service providers and Agency users;
- 6. The respondent's proposed approach to ensuring a database that will meet all the specifications detailed in this ITN;
- 7. 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 prior authorization service information on a consistent basis;
- 8. 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

9. 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.

b. On-line Access

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.

## **11. Quality Assurance**

The respondent shall demonstrate its capability to perform quality assurance requirements described in Attachment D, Scope of Services, Section D.29, 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 ITN;
- 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 ITN;
- 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, on-going training, and interventions when performance does not meet required performance expectations.

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

The respondent shall demonstrate its capability to fulfill the transition requirements described in Attachment D, Scope of Services, Section D.33, Transition of the 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 ITN 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.

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

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

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

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

### **C.41 Response Clarification:**

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

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

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

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

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

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

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# **ATTACHMENT D SCOPE OF SERVICES**

## **D.1 Background**

The Agency for Health Care Administration (Agency) is the single state agency responsible for administering the Medicaid program in Florida. With the recent implementation of the Statewide Medicaid Managed Care (SMMC) program, the majority of Florida Medicaid recipients are enrolled in a Medicaid contracted health plan. The Code of Federal Regulations, 42 C.F.R. 456, directs the States to implement appropriate utilization controls that safeguard against the unnecessary or inappropriate use of Medicaid services, protect against excess payments, and assess the quality of services. The Agency is seeking to enter into a Contract with a federally designated Quality Improvement Organization (QIO) or QIO-like entity for the development and implementation of a statewide comprehensive utilization management program for Medicaid Behavior Analysis services.

Behavior analysis (BA) services are designed to provide highly structured interventions with the goal of targeting and decreasing maladaptive behaviors. Florida Medicaid reimburses for behavior analysis services for recipients under the age of twenty-one (21) years for whom behavior analysis services are medically necessary for the maximum reduction of the recipient's physical or mental disability and restoration of the recipient to the best possible functional level. Pursuant to federal law, Florida Medicaid does not reimburse for habilitative services. Behavior analysis services are reimbursed on a fee-for-service (FFS) basis and are not included in Medicaid health plans' capitation rates. All Florida Medicaid enrolled behavior analysis providers must comply with the requirements of rule 59G – 4.125, Florida Administrative Code (F.A.C.).

## **D.2 Purpose**

The Agency is seeking one (1) qualified vendor (Vendor) to develop, implement, and provide prior authorization review and quality assurance services for a Behavior Analysis Utilization Management program (Program or Project) in the State of Florida. The Vendor shall demonstrate high quality administrative leadership as well as qualified professional knowledge regarding the Florida Medicaid program; health care management; medical claims data; and the capability to design an efficient utilization management program that follows Florida Medicaid requirements.

With the expansion of behavior analysis services to Florida Medicaid recipients under the age of twenty-one (21), it becomes increasingly important to have assurances that publicly-funded resources are being managed and spent appropriately and that the service is being utilized within Medicaid policy.

The goals of this initiative are to provide, at a minimum, the following:

### **A. Screening:**

- To determine whether Medicaid eligible recipients under the age of twenty-one (21) meet criteria for behavior analysis services as described in Florida Medicaid policy.

### **B. Prior Authorization:**

- To design the authorization process(es) and document how the Vendor shall authorize medically necessary services, including the frequency of authorization, the duration of an authorization, and the required documentation from providers;



- Use of criteria that are based on current, valid, evidence-based research, and sound clinical reasoning;
- Timely response to prior authorization requests; and
- Make determinations of medical necessity of scope, frequency, and duration of requested services.

C. Information Technology Systems:

- Development of 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
- A secure web portal for provider requests and communication.

**D.3 Services Provided by the Agency**

The Agency shall provide the following to facilitate the Vendor in meeting the requirements of this ITN and the resulting Contract:

- A readiness review of the Vendor that shall include, at a minimum, one (1) on-site review. This review shall be conducted at a time agreed upon by the Agency and the Vendor prior to implementation and operation of the Program. The Agency shall 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.
- Online access to FMMIS that enables the Vendor to review provider and recipient information, enhance sampling, conduct research and analytical work, such as trend and pattern analyses as described in this ITN.
- Training in the appropriate use of the FMMIS.
- Monitoring and evaluation of the Vendor's compliance with the requirements of the resulting Contract.
- Program policy clarification as requested by the Vendor and technical assistance on updates to Medicaid policy changes.
- 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.
- Access to the Agency's and the Agency's fiscal agent systems and data necessary to meet the requirements of the resulting Contract.
- 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:
  - Medicaid Recipient files;
  - Medicaid Provider files; and
  - Prior Authorization files.

- I. Notification to providers regarding the implementation of the behavior analysis utilization management program as described herein.
- J. The Vendor may seek an interpretation from the Agency of any Contract requirement or Medicaid policy. When an interpretation of the 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, MS 8  
Tallahassee, FL 32308

#### **D.4 Services Provided by the Vendor**

The Vendor shall provide all services required for development, implementation, and ongoing operation of the behavior analysis utilization management program, including, but not limited to:

- A. Perform prior authorization reviews of behavior analysis services for Medicaid eligible recipients under the age of twenty-one (21).
- B. Perform a review of a selected number of medical records on an annual basis for auditing purposes.
- C. Collect data and provide analysis to determine aberrant billing practices, evaluate utilization and practice patterns, and identify opportunities for intensified education and/or provider review. The Vendor shall identify policy and billing violations and report findings to the Agency, if applicable.
- D. Provide training to providers and Agency staff on the use of the Vendor's information technology system(s) and prior authorization review procedures. The Vendor shall develop, maintain, and make available, educational materials/manuals that address the application of the prior authorization protocols, guidelines, and required procedures.
- E. Develop and implement a complaint resolution/customer service and tracking system that identifies and tracks clinical and non-clinical issues. The Vendor shall provide a United States (U.S.) based toll-free telephone number connected to a help desk staffed by English and Spanish-speaking staff that is qualified to address customer service inquiries. Upon request, the Vendor shall provide, free of charge, interpreters for recipients and/or potential recipients whose primary language is not English.
- F. Meet with Agency staff both face-to-face and via conference call throughout the term of the resulting Contract period concerning any issues and as required to fulfill the responsibilities of the resulting Contract.
- G. Verify recipient eligibility for Florida Medicaid, prior to conducting any prior authorization activities, including requests for prior authorization that are processed through the Vendor's automated rules system.
- H. Comply with all reporting requirements established by the Agency, including ad-hoc reporting, if applicable.

- I. Ensure compliance with staffing requirements as specified herein, including ensuring professional staff availability, as needed, to testify and provide supportive documentation in connection with civil or administrative litigation arising from services provided under the resulting Contract.
- J. Develop and provide a complete internal quality control (IQC) program to ensure appropriate administration of all responsibilities specified under the resulting Contract.
- K. Provide fair hearing testimony and coordinate all necessary documentation related to recipient fair hearings at no additional cost to the Agency.
- L. Perform retrospective reviews of behavior analysis clinical records to determine medical necessity, as requested by the Agency.

#### **D.5 Vendor Qualifications**

To be considered for the Contract resulting from this ITN the Vendor shall:

- A. Possess a minimum of five (5) years of experience operating a utilization management program that includes the prior authorization of Medicaid services;
- B. Be a Federally Designated Utilization and Quality Improvement Organization (QIO) as established in Title XI, Part B of the Social Security Act or a QIO-like entity, eligible for enhanced federal matching funds, prior to the execution of the Contract resulting from this ITN, and shall maintain respective designation during the entire term of the resulting Contract;
- C. Not sub-contract with any provider that would cause a conflict of interest to the Vendor during the entire term of the resulting Contract; and
- D. Maintain one (1) or more physical offices in the State of Florida for purposes of providing services under the Contract resulting from this ITN.

#### **D.6 Prior Authorization Protocols**

The Vendor shall develop prior authorization requirements and protocols consistent with Florida Medicaid policy as defined in rule 59G – 4.125, F.A.C. The Vendor shall implement a systematic prior authorization approval protocol.

#### **D.7 Review Instruments**

- A. The Vendor shall develop electronic review instruments for medical record reviews and behavior analysis services. The review instruments shall allow for data input by the requesting professionals in a secure website which meets requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) for security and encryption.
- B. The Vendor shall have the capability to develop an automated criteria/rules-based certification system. With Agency approval, the Vendor may perform up to thirty percent (30%) of reviews as criteria/rules-driven approvals. The Agency reserves the right to increase the percentage of criteria/rules-driven approvals performed by the Vendor to meet the best interests of the State.

- C. The Vendor's clinical reviewers shall manually review each prior authorization request received that is not certified by the Vendor's rules-based system, along with any required documentation to support the need for services.
- D. The Vendor shall make recommendations to the Agency at least annually, regarding what, if any, changes should be made to the review instruments. The recommendations shall be included in the Vendor's annual report.

#### **D.8 Review Criteria**

- A. In performing medical necessity reviews, the Vendor shall use current, valid, evidence-based research and sound clinical reasoning; acceptable standards of care; State and Federal laws; and the Agency's medical necessity definition in reviewing each prior authorization request. The Agency shall have prior approval of the criteria. The criteria shall provide a clinically sound basis for professional determinations of the medical necessity for all services reviewed under the resulting Contract.
- B. In the performance of all first level review activities of behavior analysis services, the Vendor shall utilize reviewers who are board certified behavior analysts through the Behavior Analyst Certification Board (BACB®). For services which cannot be approved as requested by the first-level review, the QIO's doctoral-level board certified behavior analyst shall review to determine medical necessity using current, valid, evidence-based research and sound clinical reasoning, acceptable standards of care, State and Federal laws, and the Agency's medical necessity definition.
- C. The Vendor shall develop a sustainable (i.e., sustainable in fair hearings or litigation) methodology that will determine if treatment needs to continue at current levels or using current methods. This methodology shall include a system that measures the recipient's performance against the goals and objectives set in the treatment plans.
- D. The Agency shall have access to the criteria used by the Vendor to ensure that the most current criteria are being used.
- E. The Vendor is responsible for any cost associated with the purchase of updated literature and reports related to review criteria and shall provide the Agency with access to a complete set of materials associated with the criteria annually.
- F. The Vendor shall update the review criteria at least annually for the services reviewed under the resulting Contract. The Vendor shall make recommendations to the Agency regarding what, if any, changes should be made to the criteria that will be used. The recommendations shall, at a minimum, be included in the Vendor's annual report.
- G. Any modifications to the criteria or guidelines must be prior approved by the Agency. Based on the best interest of the State of Florida (State) and the review outcome, the Agency reserves the right to specify the use of different criteria/guideline products during the resulting Contract.
  - 1. The Vendor shall develop and implement a doctoral-level behavior analyst review process to review the care provided to Medicaid recipients by practitioners for behavior analysis services. Only doctoral-level behavior analyst reviewers may make denial, reduction, suspension, termination, and reconsideration determinations for the Vendor.

2. The Vendor's licensed doctoral-level behavior analyst reviewers shall not review cases in the following circumstances:
- Recipients for whom the reviewer has provided clinical care or consultation services;
  - Facilities or provider organizations in which the reviewer has a financial interest; or
  - Any treating, ordering, consultant or specialist involved in the care where the reviewer has a relationship that presents, or appears to present, a conflict of interest.

**D.9 Review Completion Timeframes**

A. Table 1, Review Completion Timeframes below summarizes the Vendor review completion timeframes for the services to be performed under the Contract resulting from this ITN. Timeliness calculations begin upon receipt of all required documentation by the behavior analyst reviewer.

<b>TABLE 1 REVIEW COMPLETION TIMEFRAMES</b>		
<b>Review Type</b>	<b>First Level Clinical Reviewer</b>	<b>If Referred to the doctoral-level board certified behavior analysis</b>
Initial Prior Authorization Request	Within three (3) business days from receipt of the completed request.	Within five (5) business days from receipt of the completed request.
Retrospective Review for Retroactive Eligibility	Within twenty (20) business days (timeframe includes all levels of review) from receipt of the completed request.	

- B. A first level determination is one (1) of the following:
- Certification of services by the clinical reviewer;
  - Certification through the automated rules system, when appropriate;
  - Referral to a doctoral-level board certified behavior analyst;
  - Request additional information from the provider; or
  - Technical denial of the request due to administrative policy rules, as defined by the Agency.
- C. The following circumstances are considered acceptable reasons for completing reviews outside of the stated timeframes:
- Natural disaster beyond the Vendor's control, as approved by the Agency; and
  - The Agency requested that the Vendor suspend the review of the case.
- D. The Agency shall have access to any date stamped documents proving the date of receipt of each prior authorization request and the date of processing for each level of each prior authorization.

## **D.10 Adverse Determinations**

- A. An adverse determination is a denial, reduction, termination, or suspension of behavior analysis services. The Vendor shall provide on-line notification of the determination to the provider within the timeframe listed in Table 1, Review Completion Timeframes above, for referrals to the doctoral-level board certified behavior analyst.
- B. The Vendor shall establish and maintain a procedure for the Vendor's doctoral-level board certified behavior analyst to attempt to speak with the recipient's behavior analyst to obtain clarification or additional information prior to rendering an adverse determination. The Vendor shall develop and maintain a log for the purpose of tracking the doctoral-level behavior analysts' attempts to contact the provider either by phone, email, or web portal prior to rendering an adverse determination.
- C. The Vendor shall establish and maintain a procedure for the recipient's provider to contact the Vendor's reviewer to discuss cases that have been denied, modified, or considered for denial.
- D. Only doctoral-level reviewers can make denial, reduction, termination, suspension, and reconsideration determinations for the Vendor.

## **D.11 Notification Requirements**

- A. The Vendor shall develop a procedure for notifying Medicaid recipients of the review determination in writing via U.S. mail within one (1) business day of the determination. The Vendor shall maintain the capability to provide review outcome notification by telephone and fax, when requested by the Agency. In addition, the written notification letter shall be made available for provider download through the Vendor's HIPAA compliant website.
- B. The Vendor shall post all review outcomes on its HIPAA compliant website for secure, immediate access by providers at the time the review determination is made.
- C. Written approval notifications must include at a minimum:
  - The date of the notice;
  - A brief statement of the Vendor's authority and responsibility for review;
  - The provider name and Medicaid provider number;
  - From and through date(s) of service;
  - Service(s) approved;
  - Approved units of service (including the hours per day/week approved, when applicable for the service(s) under review);
  - Prior authorization number; and
  - The reason and basis for determination.
- D. Written notifications for adverse determination must include at a minimum:
  - The date of the notice;
  - A brief statement of the Vendor's authority and responsibility for review;
  - The provider name and Medicaid provider number;
  - From and through requested date(s) of service;
  - Date(s) of service and procedure (s) that are approved, denied, or modified;

- Prior authorization number, for partial approvals;
  - A clear and specific reason for the adverse determination based upon medical necessity;
  - A statement informing the parties of their right to a reconsideration, the applicable time period within which such a request must be filed, and to whom to submit the request;
  - Name, address, telephone number, and fax number, of a person or office to contact; and
  - Recipient rights to a fair hearing and whom to contact for a hearing.
- E. The Vendor shall obtain Agency prior approval for all review outcome notification templates and verbiage. All notifications must be easily understood by recipients as determined by the Agency.

#### **D.12 Reconsiderations**

- A. Any provider or recipient who is dissatisfied with an adverse determination made by the Vendor shall be entitled to a reconsideration of such determination by the Vendor. Through the reconsideration process, doctoral-level board certified behavior analysts objectively analyze and review an adverse determination that was previously rendered by the Vendor.
- B. If the provider or recipient agrees with the adverse determination, reconsideration rights are waived.
- C. All reconsideration reviews shall re-examine any relevant evidence in the current record regarding services requested and any new documentation submitted. The Vendor shall make a determination upholding, modifying, or reversing the denial of requested services taking into consideration any additional new information that may be presented.
- D. The Vendor shall have a written protocol for management of reconsideration requests which outlines the program structure and accountability and includes at a minimum the following requirements:
1. Procedures for reviewing the request for reconsideration and all relevant medical information in accordance with Agency policies and approved criteria.
  2. Procedures for referring all reconsideration requests to a reviewer. The behavior analyst handling the reconsideration must be a different reviewer from the one that performed the initial review.
  3. Procedures for notifying the recipient or the legal guardian, behavior analyst, and other provider of the reconsideration decision in writing. A written notice of the reconsideration determination will be sent via U.S. mail to the recipient (or legal guardian/parent) within one (1) business day of the reconsideration determination. The notice shall be made available on the Vendor's HIPAA compliant secure website for download by the provider.
  4. The Vendor shall include the rationale for the determination in the notification.
- E. The reconsideration process must be completed and parties notified within three (3) business days of the date of the request for reconsideration.

- F. All requests for reconsideration of adverse determination must be made via the Vendor's web-based system, by U.S. mail, facsimile, or by telephone to the Vendor within thirty (30) calendar days of the adverse determination, to be considered as submitted timely. The Vendor shall deny all reconsideration requests received after thirty (30) calendar days of the determination.
- G. All reconsideration notification templates and verbiage must be prior approved by the Agency.
- H. Once a review denial is upheld after reconsideration, additional requests for review shall be denied.
- I. If the Vendor determines that the initial adverse determination should be upheld, the decision will be final and binding unless further appeal is made to the Agency.

#### **D.13 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 Clinical Director, Associate Clinical Director(s), or a doctoral-level, board certified behavior analyst 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 behavior analyst) 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 behavior analyst and/or Clinical Director 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.14 Utilization/Data Analysis**

- A. The Vendor shall collect and analyze data to determine aberrant billing practices and evaluate the following:
  - Utilization and practice patterns;
  - The efficiency of service delivery;
  - The appropriate use of health services;
  - Opportunities to improve the quality of care; and
  - Identification of outlier practice patterns.
- B. The Vendor shall perform an in-depth analysis of the utilization of high-cost and high-risk Medicaid recipients. The Vendor shall develop a process for identifying outliers and providers who may benefit from education regarding more appropriate service utilization.



## **D.15 Medical Record Review**

The Vendor shall perform retrospective reviews of a selected number of clinical records on an annual basis for auditing purposes. Topics or services that may benefit from a retrospective review shall be identified and agreed upon by the Agency and the Vendor prior to the annual review.

## **D.16 Reporting Requirements**

### **A. General Reporting Requirements**

- The Vendor shall submit one (1) electronic copy of each report. The Agency will coordinate with the Vendor to determine the reporting formats, instructions, and submission timetables where not specifically outlined in this ITN.
- The Vendor shall develop and maintain a secure web portal for the purposes of storing and sharing documents including deliverable and communication tracking logs. The Agency shall have access to the web portal and all documents.

### **B. Monthly Reporting**

Monthly activity reports are due by the 15<sup>th</sup> of each month following the reporting month and shall provide the following data related to prior authorization, retrospective, or reconsideration requests for behavior analysis services:

- Number and percentage of reviews requested, approved, and denied (partial approvals or reductions). The outcome of reviews shall include the number of approved days or units of service;
- Timeliness of each review type with the percentage of reviews completed within contractual timeframes;
- Number of cases referred to a doctoral-level behavior analyst, including the overall percentage of referrals;
- A list of quality of care concerns identified in reviewing prior authorization requests;
- Changes made to key staff positions; and
- Monthly log entries providing evidence of doctoral-level behavior analysts' attempt to contact providers regarding adverse determinations.

### **C. Quarterly Reporting**

Unless otherwise specified, quarterly reports are due prior to the 15<sup>th</sup> of January, April, July, and October each year. Quarterly reports shall include, but are not limited to, the following information:

- Executive Summary;
- Technical problems requiring Agency assistance;
- Significant accomplishments achieved for the reporting period;
- Staff turnover rates;
- List of the top ten (10) highest volume provider requestors;
- List of the top ten (10) providers associated with adverse determinations;
- A summary of each complaint received, and the length of time to reach resolution, including complaints received telephonically and in writing;
- Summary/listing of procedural actions that occurred as a result of the Vendor's receipt of a complaint;

- Customer service information including: the average time to answer calls, the abandonment rate, and the blocked call rate;
- Number of fair hearing requests, including the total number of days or units of service (by procedure code) that were administratively continued pending the outcome of the hearing and the percentage of hearings where the final order was to uphold or overturn the adverse action;
- Cumulative summary of the information required in the monthly activity reports for the previous quarter;
- Internal quality control (IQC) data, including results from IQC monitoring efforts as described in Section D.29, Quality Assurance/Internal Quality Control (IQC) Program;
- A corrective action plan for correcting deficiencies within thirty (30) calendar days of identification of the issue;
- Summarized status of the utilization/data analytic projects being conducted, including outcomes and recommendations; and
- A review of its usage of best practices and the determination of cost savings.

#### D. Annual Reporting

1. The Vendor shall submit an annual report that includes a cumulative summary and analysis of all required reports and a summary of cost savings. This report is due by April 1st of each year and shall cover the previous year (January - December).
2. The Vendor shall include in the annual reports, a review of its usage of best practices and the determination of cost savings. The Vendor shall analyze data accumulated from reports to the Agency, services approved and denied, and available FMMIS data to determine patterns in diagnosis, age, condition, etc. of recipients who requested services.
3. Based upon this analysis, the Vendor shall identify populations that appear to have patterns of high cost services, over-utilization of services, and other trends identified from the analysis.
4. All monthly and quarterly reports for the respective Contract year shall be summarized in the annual report for the Agency.
5. The Vendor shall include recommendations for updates or modifications to the review instruments and review criteria.
6. The Vendor shall detail cost savings that can be attributed to the activities performed under the resulting Contract, methods for determining cost savings, a rationale for attributing the savings to the utilization management program; assumptions underlying the methodologies; and document the validity of the methodology.
7. The Vendor shall develop recommendations that will ensure appropriate and effective use of behavior analysis services in lieu of or in conjunction with prior authorization.

#### E. Ad Hoc Reports

1. 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.

2. 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.
3. At the Agency's request, the variables calculated as part of ad hoc reports may be required for inclusion in standard reports.

#### **D.17 Implementation Plan**

- A. The Vendor shall develop a draft implementation plan outlining the steps necessary for the Vendor to be fully operational by the start of the resulting Contract. The Agency will meet with the selected Vendor after the notification of the successful award 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 after the 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 ITN and the resulting Contract.
- D. At a minimum, the final implementation plan shall include:
  - Tasks associated with the Vendor's establishment of a "project office" or similar organization with which the Vendor shall manage implementation activities;
  - An itemization of activities that the Vendor shall undertake during the period between the award and the start date of the resulting Contract. These activities shall have established deadlines and timeframes;
  - Staff responsible for each activity/step;
  - Identification of interdependencies between activities in the implementation plan; and
  - 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 ITN, 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.

## **D.18 Customer Service**

- A. The Vendor shall develop and implement a complaint resolution/customer service and tracking system that identifies and tracks two (2) types of issues: clinical and non-clinical.
- B. The Vendor shall provide a toll-free customer service telephone system for all aspects of the services described in this ITN and the resulting Contract. Toll-free lines shall be operational twenty-four (24) hours per day, seven (7) days per week.
- C. The customer service telephone system 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.
- D. The Vendor shall provide a before and after business hours message advising the caller of the hours of operation and allowing them to leave a message. Callers shall not encounter a busy signal during normal business hours.
- E. 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.
- F. The customer service program 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. The Vendor shall be available to providers and recipients to discuss utilization management/prior authorization issues. All clinical questions, related to prior authorization reviews shall be returned by a certified clinical reviewer or qualified staff person.
- H. At a minimum, ninety percent (90%) of all calls made within normal business hours will be answered within thirty (30) seconds, with no more than ten (10) 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.
- I. The Vendor shall return all telephone calls received after normal business hours on the following business day.
- J. The Vendor shall respond to all written inquiries as soon as possible but no later than ten (10) business days.
- K. The Vendor shall develop a process to track inquiries and complaints, including how the inquiry or complaint was handled.
- L. The Vendor shall document any procedural action that occurred as a result of a complaint. The Vendor shall have formal written and dated procedures regarding this process. The Vendor shall submit this documentation as part of the quarterly report.

## **D.19 Training, Education, and Outreach**

### **A. Outreach Plan**

1. The Vendor shall develop an outreach plan, which at a minimum includes written communication, telephonic support, webinars, and face-to face training for all aspects of the resulting Contract. Agency approval of the outreach plan is required prior to implementation by the Vendor.
2. The Vendor shall be responsible for implementation of an Agency approved outreach plan that shall be finalized no later than fifteen (15) calendar days following execution of the resulting Contract.
3. 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 ITN, and the resulting Contract. The material must describe all elements in the review process for behavior analysis services.
2. The Vendor shall develop in-house manuals to train its staff authorized to use on-line access to FMMIS. Each manual shall be written and organized to be usable by non-systems personnel and shall include sample screens. The Vendor shall provide updates to all user manuals as needed.
3. All training materials, which include manuals, brochures, handouts, agendas and overheads, 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.
4. The material must be reviewed and updated on at least an annual basis.
5. The Vendor shall review and submit recommendations to the Agency regarding revisions (improvements) to provider instructional materials beginning January 1st of each Contract year. The update must be completed, posted on the Vendor's website, and made available to providers, the Agency, and Vendor staff by February 1<sup>st</sup> of each year. Any deviation from the schedule must be prior approved by the Agency.
6. The Agency may produce and distribute any of the Vendor's training materials.

### **C. General Training Requirements**

The Vendor is responsible for preparing a comprehensive training plan that addresses the behavior analysis 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 utilization review policies and procedures implemented in the resulting Contract.

## **D.20 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. The Vendor shall employ a sufficient number of staff who are fluent in both English and Spanish and shall either employ or contract with an interpreter as needed in order to fulfill the requirements of this ITN and the resulting Contract.
3. The Vendor shall maintain copies of current licenses and board certifications 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 ITN 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.
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 or Clinical Director positions become vacant, the Vendor shall notify the Agency immediately and provide information on the replacement within ten (10) business days. The Agency shall have the right to participate in the selection process and approve or disapprove the hiring of any key staff positions.
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 clinical review staff that will perform their job function under the resulting Contract in the designated office location. The Vendor must receive Agency approval in order to allow staff to telecommute. Staff who are approved to telecommute shall still be physically located in the State of Florida, unless approved by the Agency.

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## B. Key Staff

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

### 1. Contract Manager

- a. The Vendor shall employ, at a minimum, one (1) Contract Manager responsible for the development and management of the utilization management 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 five (5) years of recent management experience in health care utilization management systems.
- c. The Contract Manager shall have the ability to recruit, select, and maintain experienced and qualified staff to conduct the utilization management 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.
- d. The Contract Manager shall work from the Vendor's State of Florida office location.

### 2. Clinical Director

The Vendor shall employ, at a minimum, one (1) Clinical Director who is a licensed, Behavior Analyst Certification Board (BACB®) certified doctoral-level behavior analyst (BCBA-D) who possesses at least five (5) years of related clinical experience. The Clinical Director shall be responsible for the Vendor's clinical policies and decisions. The Clinical Director shall provide oversight and direction to the reviewer panel and recruit and maintain an adequate number of qualified clinical reviewers to meet the needs of the resulting Contract.

### 3. Clinical Review Supervisors

For the oversight of behavior analysis services review activities, the Vendor shall recruit clinical review supervisors who meet the following minimum requirements:

- Possess knowledge and experience with behavior analysis;
- Possess clinical experience; and
- Possess medical utilization review and/or quality assurance experience.

### 4. Education Director

The Vendor shall employ, at a minimum, one (1) Education Director who is responsible for the oversight of all training and quality assurance activities performed under the resulting Contract. The Education Director shall possess at a minimum a Bachelor's degree and possess experience in quality improvement processes. The Education

Director may also fulfill the role of Contract Manager or Clinical Director with prior Agency approval.

5. Non-Clinical Managers

All other non-clinical managers shall have a minimum of a Bachelor's degree in a related area and four (4) years of experience related to their duties.

6. Doctoral-level Behavior Analyst Reviewers

Doctoral-level behavior analyst reviewers shall:

- Be BACB® certified doctoral-level behavior analysts (BCBA-D);
- Be licensed under Sections 490 or 491, Florida Statutes; and
- Have been in active practice where they have regularly provided behavior analysis services within the past two (2) years.

C. Clinical Reviewer Staffing Requirements

The Vendor shall employ a sufficient number of clinical review staff to provide the services required in this ITN and the resulting Contract. At a minimum, the Clinical Reviewers must be BACB® certified behavior analysts.

D. Management Information Systems (MIS) and Information Technology (IT) Staffing

1. The Vendor shall have in-house Management Information Systems (MIS) capability. The Agency will not approve a subcontractor for this function.
2. 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.

E. Subcontracting

1. The Vendor shall be responsible for all work performed under the Contract resulting from this ITN, but may, with the prior written approval of the Agency, delegate performance of work required under the resulting Contract to a subcontractor. The Vendor shall submit any proposed delegation to the Agency for prior written approval. The Vendor shall submit all subcontracts for Agency review to determine compliance with Contract requirements for subcontracts. If the Agency determines, at any time, that a subcontract is not in compliance with a Contract requirement, the Vendor shall promptly revise the subcontract to bring it into compliance. In addition, the Vendor may be subject to sanctions and/or liquidated damages pursuant to the resulting Contract and Section 409.912(6), Florida Statutes (related to sanctions).
2. All subcontracts must comply with applicable State or Federal law.
3. No subcontract that the Vendor enters into with respect to performance under the resulting Contract shall, in any way, relieve the Vendor of any responsibility for the performance of duties under the resulting Contract. The Vendor shall 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 Contract year. The Vendor shall identify in its subcontracts any aspect of service that may be further subcontracted by the subcontractor.

#### **D.21 Corporate Capability/Service Location**

The Vendor shall establish a State of Florida site/office(s) location where all required Vendor responsibilities identified in this ITN, and resulting Contract shall be performed for the duration of the 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. Staff availability must be from the hours of 8:00 a.m. to 5:00 p.m., ET, Monday through Friday, excluding the State of Florida observed holidays.

#### **D.22 System Functionality**

- A. The Vendor shall have the capacity (hardware, software, and personnel) sufficient to access and generate all data and reports needed for this Program.
- B. The Vendor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health (HITECH) Act.
- C. 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.
- D. The Vendor shall have protocols and internal procedures for ensuring system security and the confidentiality of recipient identifiable data.
- E. 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.
- F. The Vendor shall have the capability to assign a unique tracking number to each recipient review record.
- G. The Vendor shall have the capability to provide electronic imaging and storage of all supporting review documentation.
- H. The Vendor shall also have the capability to accept supporting documentation for prior authorization requests via facsimile transmission or via electronic upload through the web-based system.
- I. The Vendor shall have the capability to receive recipient eligibility data that includes Medicaid eligibility and Medicare Part A and Part B eligibility segment data.
- J. 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.

- K. The Vendor shall have the capability to transmit all data from its web based system or database to the Agency or to a third party designated by the Agency to receive the data.

#### **D.23 Web-Based Prior Authorization System**

- A. The Vendor shall develop and maintain a HIPAA compliant website for all prior authorization review activity. The web-based review application shall allow the requesting provider to submit the electronic review instrument online.
- B. The Vendor shall provide the Agency with direct read-only access to its web-based system. The Vendor shall provide training in the use of the web-based system, and the equipment required for Agency on-line access to the web-based system. Agency staff shall be given access to the Vendor's electronic system for the purpose of monitoring the prior authorization program.
- C. At no additional cost to the Agency, the Vendor shall include real-time web interface reporting and screen display of prior authorization review activity. No additional payments shall be made for access to this website. This access shall be secured in accordance with Medicaid Federal and State laws and regulations. In addition, the Vendor shall make reports or data downloads available to providers and to other parties as specified by the Agency.
- D. Administrative terminal functionality shall include multi-level access controls to ensure that only authorized individuals can process transactions or access recipient information. The Vendor shall provide administrative terminal support through a browser based administrative terminal that conforms to Agency communications protocols.
- E. The Vendor shall have a process to identify review requests for Medicaid recipients that have third party insurance and ensure that the third party benefit has been exhausted for the service requested.

#### **D.24 System Modifications**

- A. The Vendor shall maintain, upgrade, and modify the web-based prior authorization system as specified by the Agency on an ongoing basis, at no additional direct or indirect charge to the Agency.
- B. When the Vendor needs to upgrade or make changes to any part of the web based system that will affect a provider's ability to submit a prior authorization request or review status reports, 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.
- C. The Agency reserves the right to request system changes or modifications not otherwise specified or required in this ITN on an as needed basis. In the event that changes or modification requested by the Agency would require additional staff commitment beyond that which is proposed by the Vendor in response to this ITN, 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.25 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 ITN and the resulting Contract are the property of the Agency.
- B. The Vendor shall maintain a comprehensive database that provides the current status of all review activity. The comprehensive database shall include historical data that includes previously authorized behavior analysis services, which shall be provided by the Agency.
- C. The comprehensive database shall be updated with all activity on a daily basis. The comprehensive database must include all review elements 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 submitted prior authorization request are tracked in the system.
- 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 prior authorization 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.26 Data Exchange**

- A. The Vendor shall be able to receive data and other information necessary to maintain the web based prior authorization 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. At a specified time each day, designated by the Agency, the Vendor shall electronically transmit files, via secure Internet link, to the Medicaid fiscal agent requesting prior authorization numbers for approved reviews. The fiscal agent shall return the approval list with the prior authorization numbers to the Vendor electronically by the next business day.
- D. Within twenty-four (24) hours of receipt of the prior authorization numbers from the fiscal agent, the Vendor shall update its data system so that the prior authorization numbers are available to providers via the Vendor's web based system.
- E. The Vendor shall become knowledgeable of the field definitions related to the data being sent from the Agency and/or its agents. The Vendor shall develop the system to allow simple additions or modifications of the data received.
- F. 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.27 Information Technology**

A. The Vendor shall have the necessary information technology (IT) resources needed to fully manage and report on the program described in this ITN, and resulting Contract.

B. Hardware and Software Requirements

The Vendor shall provide the Agency and providers with any specialized software required for use of the proposed web based system.

C. Agency IT Environment Standards

If the use of Agency IT resources or development is needed the following environment and software development standards are customary.

### **1. Software Developing Environment:**

- Web Server  
Web Servers are Server 2008 with IIS 7.
- .Net Frameworks  
Supported .Net Frameworks are 3.5, 2.0, 1.1. All new development in 3.5.
- Databases  
Oracle 10g  
SQL Server 2008
- Reporting Server  
SQL 2008 Reporting Service  
Software Developing Requirements
- Architecture Design Requirements  
An “n” tier approach must be used. Presentation, Business Logic, and Data layers need to be separated.
- Applications shall be developed to be Database Independent
- The architecture document shall be presented to the Agency for review. This requires a personal presentation by the architect(s).
- Any third party tool shall be approved by the Agency prior to use.

### **2. Coding Requirements:**

- .Net Language  
Coding should use Visual Studio.NET (Visual Basic.NET, ASP.NET, C#.NET)

- Use Comments in the Code  
All functions/Subs shall have comments on the top to explain the purpose and the usage of the function/Sub. The comments inside the function/sub shall also be used to help other developers to understand the coding methodology/logic that was used.
- Database Access  
If the application is using Oracle as the main data store, Oracle Data Access Provider (ODP) shall be used to access the database.
- Use Stored Procedures  
All access to the database shall be through the use of stored procedures. Proper database role shall also be granted to the stored procedures.
- Exception Handling  
Proper exception handling is required.
- Logging  
Logging information when applicable shall be stored in database.
- Usage of Session and Cache Should be Limited  
Excessive use of session is not allowed.  
Improper use of cache is not allowed.
- No Hard Coded Values are Allowed  
Hard coded values are not allowed for referencing the shared resource address and name. This includes: URL name, file path, email address, database connection string, etc.
- Web Site Look and Feel  
The web site shall be Section 508 compliant.
- The web site shall contain the Agency header and footer that are currently on [ahca.myflorida.com](http://ahca.myflorida.com) or current Agency Intranet site.
- The external web site shall be working properly with Internet Explorer, Firefox, and Safari.
- Code Review  
All code shall be submitted to the Agency for code review prior user testing. This code review requires a personal presentation by the coder(s).

### 3. Software Development Document Requirements:

The documents listed below are required as part of the application development:

- Architecture design;
- Security model;
- Technical specifications;
- Database entity relationship diagram;
- Test plan;

- Deployment plan; and
  - Maintenance requirements.
- D. The Vendor will adhere and comply with Agency Division of IT standards regarding Secure Sockets Layer (SSL) web interface(s) and Transport Layer Security (TLS).
- E. The Vendor will comply with the current and up-to-date Internet browser version releases in coordination with Agency IT standards, including Microsoft Internet Explorer, Apple's Safari, Mozilla's Firefox and Google Chrome browsers.
- F. The Vendor will have a written disaster recovery plan and a documented disaster recovery exercise.
- G. The Vendor will require use of passwords for all user accounts.
- H. The Vendor must adhere to the Driver Privacy Protection Act (DPPA) rules that address a memorandum of understanding and security requirements as well as other requirements contained in Rule.
- I. In addition to the above, the Vendor shall ensure that the requirements of the Florida Security Rule 71A-1, Florida Administrative Code (FAC) is enforced and shall adhere to the Agency's Information Technology Security Plan requirements as set forth in **Attachment L**, Agency for Health Care Administration Information Technology Security Plan.

#### **D.28 Disaster Recovery Plan**

- A. The Vendor shall develop and maintain a disaster recovery plan for restoring the application of software and current master files and for hardware backup in the event the production systems are disabled or destroyed. The disaster recovery plan shall limit service interruption to a period of seventy-two (72) clock hours and shall ensure compliance with all requirements under the resulting Contract. The records back-up standards and a comprehensive disaster recovery plan shall be developed and maintained by the Vendor for the entire period of the resulting Contract.
- B. The Vendor shall maintain a disaster recovery plan for restoring day-to-day operations including alternative locations for the Vendor to conduct the requirements of the resulting Contract. The disaster recovery plan shall limit service interruption to a period of seventy-two (72) clock hours and shall ensure compliance with all requirements of the resulting Contract.
- C. The Vendor shall maintain database backups in a manner that shall eliminate disruption of service or loss of data due to system or program failures or destruction.
- D. The disaster recovery plan shall be finalized no later than thirty (30) calendar days prior to the resulting Contract effective date. The Agency shall review the Vendor's disaster recovery plan during the readiness review.
- E. The Agency reserves the right to direct the Vendor to amend or update its disaster recovery plan in accordance with the best interests of the State and at no additional cost to the Agency.

- F. The Vendor shall make all aspects of the disaster recovery plan available to the Agency at all times.

**D.29 Quality Assurance/Internal Quality Control (IQC) Program**

- A. The Vendor shall develop and provide a complete internal quality control program to ensure appropriate administration of all responsibilities specified in this ITN and the resulting Contract. The Vendor shall specify all components of its internal quality control program. 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 program.
- B. The administrative requirements of the program shall include, at a minimum:
- How the Vendor shall ensure that all functions are timely performed in accordance with this ITN;
  - Staff that shall be responsible for the internal quality control activities and the staff's qualifications; and
  - A description of the performance improvement process.
- C. The clinical requirements of the 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 by behavior analysts, therapists, and psychologists;
  2. Periodic evaluation of inter-rater reliability assessment;
  3. Interventions when performance does not meet required scores;
  4. Monitoring of a percentage of the total review volume or a specified number of review cases (whichever is greater), per employee (includes work performed by clinical reviewers, doctoral-level behavior analysts, and temporary or contracted review staff), per month. This volume is excluding any reviews submitted using a rules-based system. The Vendor shall maintain a separate process for monitoring the accuracy and effectiveness of its rules-based certification system;
  5. 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
  6. Submission of the sample review cases and the evaluation criteria to the Agency for prior approval.
- D. The Vendor shall submit to the Agency a quarterly report of its internal quality assurance activities and findings in accordance with the requirements of the resulting Contract.
- E. The Vendor shall have a written policy for escalation of technical problems or manpower problems or shortages that threaten to, or actually prevent, the meeting of the Vendor's quality and/or timeliness requirements. The policy shall require escalation of the problem within the Vendor 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.

### **D.30 Method of Payment**

#### **A. Contract Amount**

1. The Contract resulting from this ITN will be a fixed price (unit cost) Contract for the on-going operation of the Behavior Analysis Utilization Management Program in the State of Florida.
2. The Agency shall pay the Vendor a one-time, fixed price fee, for implementation of the Program in accordance with the Agency's approved final implementation plan.
3. The Agency shall pay the Vendor a fixed monthly fee for the on-going delivery of services, to be provided in accordance with the terms of this ITN and the resulting Contract.
4. The State of Florida's performance and obligation to pay under the Contract resulting from this ITN is contingent upon an annual appropriation by the Legislature.

#### **B. Invoicing**

1. Invoices and all supporting documents shall be submitted on the Vendor's letterhead to the Agency's designated Contract Manager on a monthly basis no later than the 15<sup>th</sup> day of the month following the service month.
2. Invoice(s) shall include, at a minimum:
  - Invoice date;
  - Invoice number;
  - Agency's Contract number;
  - Description of the services rendered;
  - Date(s) on which services were rendered;
  - Payment remittance address; and
  - Other supporting documentation as requested by the Agency.
3. The Vendor shall not charge the State for any travel expenses related to any portion of this ITN or the resulting Contract.

#### **C. Late Invoicing**

1. All rights to payment shall be forfeited if the 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 Vendor. If the Vendor is unable to meet the invoice submission deadlines specified in the resulting Contract, the Vendor shall notify the Agency in writing explaining the circumstances and requesting an extension to the deadline.
2. Payments will be authorized only for services that are in accordance with the terms and conditions of the resulting Contract.



3. Appropriate documentation as determined by the Agency shall be submitted to support invoices.
4. Invoices shall not be approved for payment by the Agency until reports and deliverables from the Vendor are received as specified in the resulting Contract.

**D.31 Performance Standards and Liquidated Damages**

- A. The Agency may impose liquidated damages as identified in Table 2, Performance Standards and Liquidated Damages below, when the Vendor has failed to meet the performance standard requirements.

<b>TABLE 2 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 no later than fifteen (15) calendar days following the execution of the resulting Contract.	<b>\$1,000.00</b> per business day for each business day beyond the due date.
The Vendor shall have a 100% interface with the Agency's fiscal agent and providers in processing prior authorization requests on 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 implement the behavior analysis prior authorization review process on the date specified in the implementation plan.	<b>\$3,000.00</b> per business day for each business day beyond the due date until implemented if due to Vendor error.
The Vendor shall develop procedure manuals and post the Agency approved manuals 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.
Review criteria must be provided to the Agency on 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 be responsible for implementation of an Agency approved outreach plan that shall be finalized 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 specified in the implementation plan.	<b>\$1,000.00</b> per business day for each business day beyond the due date.
The Vendor shall be responsible for implementing 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.
<b>General</b>	
Ninety-five percent (95%) of behavior	Monthly payment reduced by one percent

analysis reviews will be completed within five (5) business days of receipt of request. The Vendor will provide a monthly report of performance and the Agency will perform a random five percent (5%) sample to verify authorizations were provided according to the resulting Contract.	(1%) for any failure to meet this standard.
One hundred percent (100%) of the doctoral-level behavior analysts reviewing prior authorization, reconsideration, and retrospective requests shall be Board certified, Florida licensed doctoral-level behavior analysts of the same specialty as the case under review. The Vendor will provide a monthly report of performance and the Agency will perform a random five percent (5%) sample to verify authorizations were provided according to the resulting Contract.	Monthly payment reduced by one percent (1%) for any failure to meet this standard.
One hundred percent (100%) of behavior analyst reviewers are Board certified, and meet the minimum experience requirements. Proof of certification is to be maintained by the Vendor and presented upon request by the Agency. The Vendor will provide a monthly report of performance and the Agency will perform a random five percent (5%) sample to verify authorizations were provided according to the resulting Contract.	Monthly payment reduced by one percent (1%) for any failure to meet this standard.
One hundred percent (100%) of fair hearings are attended by a doctoral-level behavior analyst in the appropriate specialty, and participates in discussions with the Agency's General Counsel attorneys and staff, as needed. The Vendor will provide a monthly report of performance and the Agency will perform a random five percent (5%) sample to verify authorizations were provided according to the resulting Contract.	Monthly payment reduced by one percent (1%) for any failure to meet this standard.
Ninety-five percent (95%) of fair hearing packets are submitted to the Agency within three (3) business days of the request for documentation. The Vendor will provide a monthly report of performance and the Agency will perform a random five percent (5%) sample to verify authorizations were provided according to the resulting Contract.	Monthly payment reduced by one percent (1%) for any failure to meet this standard.

<p>Ninety-five percent (95%) of denial and reconsideration notices are mailed within one (1) business day after the final determination. The Vendor will provide a monthly report of performance and the Agency will perform a random five percent (5%) sample to verify authorizations were provided according to the resulting Contract.</p>	<p>Monthly payment reduced by one percent (1%) for any failure to meet this standard.</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 will provide a monthly report of performance and the Agency will perform a random five percent (5%) sample to verify authorizations were provided according to the resulting Contract.</p>	<p>Monthly payment reduced by one percent (1%) for any failure to meet this standard.</p>
<p>Ninety percent (90%) of all written inquiries or complaints are resolved within ten (10) calendar days of the initial receipt. The Vendor will provide a monthly report of performance and the Agency will perform a random five percent (5%) sample to verify authorizations were provided according to the resulting Contract.</p>	<p>Monthly payment reduced by one percent (1%) for any failure to meet this standard.</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 will be reported to the Agency immediately. The Vendor will provide a monthly report of performance and the Agency will perform a random five percent (5%) sample to verify authorizations were provided according to the resulting Contract.</p>	<p>Monthly payment reduced by one percent (1%) for any failure to meet this standard.</p>
<p><b>Reports</b></p>	
<p>The Vendor shall submit accurate and complete internal quality reports and instructional manuals to the Agency within contractual timeframes.</p>	<p><b>\$1,000.00</b> per business day for each business day beyond the due date.</p>
<p>The Vendor shall submit accurate and complete monthly reports, quarterly reports, and annual reports to the Agency</p>	<p><b>\$1,000.00</b> per business day for each business day beyond the due date.</p>

within contractual timeframes.	
Ad hoc reports will be submitted to the Agency within fourteen (14) calendar days from the time of the request.	<b>\$1,000.00</b> per business day for each business day beyond the due date.
<b>Records</b>	
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 of the resulting Contract.	The Agency may withhold the final monthly payment amount until all records are submitted.
The Vendor shall comply with public records laws, in accordance with Section 119.0701, Florida Statutes.	<b>\$5,000.00</b> for each incident in which the Vendor does not comply with a public records request.
<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 Contract execution.	<b>\$250.00</b> per calendar day beyond the due date.
Failure to deny employment or dismiss from performing services under the resulting Contract unless an exemption is granted.	<b>\$500.00</b> per occurrence, in addition to <b>\$250.00</b> per calendar day until the employee is dismissed.

- B. The Agency's Contract Manager will monitor the Vendor's performance in accordance with the monitoring requirements of the resulting Contract and may determine the level of liquidated damages based upon an evaluation of the severity of the deficiency. Failure by the Vendor to meet the established minimum performance standards may result in the Agency, in its sole discretion, finding the Vendor to be out of compliance, and all remedies provided in the resulting Contract and under law, shall become available to the Agency.
- C. If the Agency finds the 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.
- D. The Agency may impose liquidated damages as identified in the resulting Contract when the Vendor has failed to meet a deadline or provide a deliverable as specified in the resulting Contract.
- E. General Liquidated Damages
1. The Agency may impose up to a one percent (1%) reduction of the total, monthly invoice amount for each incident in which the Vendor has failed to perform as specified in this ITN and/or resulting Contract, not to exceed five percent (5%) per month.
  2. The Agency may impose upon the Vendor liquidated damages of five hundred dollars (**\$500.00**) to five thousand dollars (**\$5,000.00**), per incident, per occurrence, depending

upon the severity, if the Vendor inappropriately releases Protected Health Information (PHI). In addition, Federal penalties may apply in accordance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

#### F. 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 which are not listed in Table 2, Performance Standards and Liquidated Damages, the Agency may require the Vendor to submit a CAP within a specified timeframe for the Agency's review and approval.
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, unless the Agency specifies that immediate action be taken in advance of CAP approval.
4. The Agency reserves the right to require revisions or a complete rewrite of the proposed CAP and to require a specific timeframe for completion of the revisions or rewrite.
5. If the Vendor does not meet the standards established in the CAP within the Agency's specified timeframe, the Vendor shall be in violation of the provisions of this Contract and shall be subject to liquidated damages, as identified in Table 2, Performance Standards and Liquidated Damages.

### D.32 Special Provision(s)

#### A. Background Screening

1. The Vendor shall ensure that all Vendor employees including managing employees that have direct access to Medicaid recipient or provider personally identifiable information (PII), protected health information (PHI), or financial information have a County, State, and Federal criminal background screening comparable to a level 2 background screening as described in Section 435.04, Florida Statutes (F.S.) completed with results prior to employment.
2. Per Section 435.04(1)(a), F.S., level 2 screening standards include, but need not be limited to, fingerprinting for statewide criminal history records checks through the Department of Law Enforcement, and national criminal history records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
3. If the Vendor employee or managing employee was employed prior to the execution of the resulting Contract, the Vendor shall ensure that the County, State, and Federal criminal background screening comparable to a level 2 background screening is completed with results prior to the employee accessing Medicaid recipient or provider PII, PHI, or financial information.
4. Any Vendor employee or managing employee with background results that are unacceptable to the State as described in Section 435.04, F.S., or related to the criminal use of PII as described in Section 817, F.S., or has been subject to criminal penalties for the misuse of PHI under 42 USC 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 Vendor unless an exemption is granted.

5. Direct access is defined as having, or expected to have, duties that involve access to personally identifiable information, protected health information, 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 Vendor shall ensure that all Vendor employees including managing employees that have direct access to Medicaid recipient or provider PII or PHI 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 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 Contract execution. The Vendor's policies and procedures shall include a procedure to grant an exemption from disqualification for disqualifying offenses revealed by the background screening, as described in Section 435.07, F.S.
8. The 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 Vendor to liquidated damages as described in Table 2, Performance Standards and Liquidated Damages.

#### B. Monitoring by Vendor

The Vendor shall ensure that each employee or subcontractor, who performs activities related to the services associated with the resulting Contract, will report to the Agency areas of concern relative to the operation of any entity covered by the Contract. To report concerns, the Vendor employee or subcontractor may contact the Agency Complaint Hotline by calling 1-877-254-1055 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 24 hours after the observation is made. Reports that reflect noncompliance that does not rise to the level of concern noted above shall be reported to the Agency within ten (10) days of the observation.

#### C. Minority and Certified Minority Subcontractors

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

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

#### D. MyFloridaMarketPlace Vendor Registration

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

#### E. MyFloridaMarketPlace Transaction Fee

This ITN has been exempted by the Florida Department of Management Services from paying the 1% transaction fee per Rule 60A-1.032, Florida Administrative Code.

#### F. Public Records Requests

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

1. The Vendor shall keep and maintain public records that ordinarily and necessarily would be required in order to perform services under the resulting Contract;
2. The Vendor shall provide the public with access to public records on the same terms and conditions that the Agency would provide the records and at a cost that does not exceed the cost provided in s. 119.0701, F.S., or as otherwise provided by law;
3. The Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
4. The Vendor shall meet all requirements for retaining public records and transfer, at no cost, to the Agency all public records in possession of the Vendor upon termination of the 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; and
5. If the Vendor does not comply with a public records request, the Agency shall enforce the resulting Contract provisions in accordance with this ITN and the resulting Contract.

#### G. Smartphone Applications

If the Vendor uses smartphone applications (apps) to allow providers direct access to Agency-approved documents and/or content, the Vendor shall comply with the following:

1. The smartphone application shall disclaim that the app being used is not private and that no PHI or personally identifying information should be published on this application by the Vendor or provider; and
2. The 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. Top 10 Security coding Practices – <https://www.securecoding.cert.org/confluence/display/seccode/Top+10+Secure+Coding+Practices>

## H. Social Networking

The 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 ITN. These requirements shall apply to all interactions/communications by the Vendor or its subcontractors with enrollees, providers and website requirements, when conducted through social networking applications.

### 1. General Requirements

- a. The Vendor shall establish a social networking administrator, who can hold another position, but is ultimately responsible for the Vendor policy development, implementation and oversight of all social networking activities.
- b. The 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 ITN. The policies and procedures shall include a statement of purpose/general information stating how the 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 Item e., Monitoring, below.
  - i. The 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 for approval 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 Vendor shall evaluate and annually submit these policies, procedures and monitoring plan, including social networking site content to the Agency on an annual basis, each November 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 unchanged from the previous Contract year, the Vendor shall submit an attestation to the Agency that the prior year's social networking policies, procedures and monitoring plan are still in place.
  - ii. The policies and procedures shall include the requirement that, when using social networking applications, the safeguarding of Protected Health Information (PHI) and all HIPAA Privacy Rule-related information must be maintained and monitored. The Vendor shall ensure that social networking records are



maintained in accordance with the Contract resulting from this ITN, for the purposes of monitoring of this requirement.

- iii. 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.
- iv. The social networking policies and procedures shall specify record retention requirements in accordance with the Contract resulting from this ITN, 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 Vendor employee has issued the interaction/communication.
- c. The Vendor shall develop and maintain a social networking matrix that identifies staff, subcontractors and volunteers participating in social networking activities on behalf of the Vendor. The 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:
  - i. The social networking application name; for example, MySpace, Twitter, Facebook, Nixle.com, etc.;
  - ii. First and last name of the individual;
  - iii. Username (if applicable);
  - iv. Email address;
  - v. Password; and
  - vi. Description of the social networking role, responsibility usage and control.
- d. The Vendor shall provide to its staff, subcontractors and volunteers instruction and training on the Contract resulting from this ITN and the Vendor's social networking policies and procedures as outlined in this section, before using social networking applications on behalf of the Vendor.
- e. The Vendor shall ensure that, for each social networking application (site) used, there is at least one (1) back-up staff/administrator with knowledge of the login credentials.
- f. The Vendor shall ensure that social networking application/site passwords shall be changed immediately when Vendor staff, subcontractors and volunteers, with knowledge of passwords/credentials, are no longer employed by the Vendor or is no longer responsible for social network applications.
- g. The Vendor is vicariously liable for any social networking violations of its employees, agents, volunteers, vendors or subcontractors.
  - i. In addition to all other liquidated damages and/or sanctions available in the Contract resulting from this ITN, any violations of this section shall subject the Vendor to administrative action by the Agency as determined by the Agency.
  - ii. The Vendor shall report to the Agency any Vendor staff who violates any requirements of the social networking policies and procedures or of this Contract within fifteen (15) calendar days of knowledge of such violation.

- h. The 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 ITN, the Agency reserves the right to monitor or review the Vendor's monitoring of all social networking activity without notice.

## 2. Social Networking Applications

- a. The following social networking applications or media interactions/communications are permitted by the Agency upon its written approval:

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

- b. Unless listed in a. above, the following social networking sites or media are prohibited. Examples of prohibited social networking sites or media include but are not limited to:

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

iii. Reviews and Opinions

- a) Product Reviews: epinions.com, MouthShut.com; and
- b) Community Q&A: Yahoo! Answers, WikiAnswers, Askville, Google Answers.

iv. Entertainment

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

v. 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 Vendor that requires a user to have a membership, the Vendor shall clearly advise users of the following:

- i. That participation will require the user to become a member of the third party host;
- ii. Disclaim the Vendor's responsibility for the third party membership;
- iii. That the third party controls the membership, privacy, and data exchanged, and may use information for its own marketing purposes (or sell it); and
- iv. Disclaim that despite efforts to keep the 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 protected health information or personally identifying information should be published on this social networking application/site by the Vendor or end user.

3. User Requirements

- a. The Vendor's presence on such social networking sites must include an avatar and/or a username that clearly indicates the Vendor that is being represented and cannot use any Agency logo or State of Florida seal. When registering for social networking applications, the Vendor shall use its email address. If the application requires a username, the following syntax shall be used: <http://twitter.com/<Vendor identifier><username>>.

- b. The Vendor shall personalize its interactions/communications to include an identifying handle or representative code in order to specify which Vendor employee has issued the interaction/communication. The Vendor shall keep social networking records in accordance with social networking record retention requirements specified in Item 1.b.iv. above.
- c. All Social Networking interactions/communications must be initiated by the Medicaid enrollee or prospective enrollee, or friend/follower, and not the Vendor.
- d. The 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 Vendor or appropriate state or federal agency websites (including emergency public health advisories). The 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 ITN.
- e. The 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 Vendor shall not conduct business relating to the Contract resulting from this ITN, that involves the exchange of personally identifying, confidential or sensitive information on a Vendor social network application.
- g. The Vendor shall place photographs on pages that are hosted on the site and not linked from outside web pages. The Vendor shall not post information, photos, links/URLs or other items online that would reflect negatively on any individual(s), its enrollees, the Agency or the State.
- h. The Vendor shall not place/embed video on its social networking sites.
- i. The Vendor shall not tag photographic or video content and must remove all tags placed by others upon discovery.
- j. The Vendor shall not allow advertising, whether targeted or general, on its social networking sites in areas under the Vendor's control.
- k. The Vendor shall not use affiliate/referral links or banners on its social networking sites. This includes links to other non-Medicaid lines of business in which the Vendor or a parent company is engaged. The Vendor shall ensure the following:
  - i. 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 Vendor's control that such items, resources, and companies are NOT endorsed by the Vendor or the Agency; and

- ii. Any external links on any websites controlled by the 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 Vendor's site.

#### 4. Functionalities

##### a. The following functionalities are permitted:

- i. Search – Finding information through keyword search;
- ii. Links – Guides to other related information; and
- iii. Signals – The use of syndication technology such as RSS to notify users of content changes.

##### b. The following functionalities are prohibited:

- i. 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;
- ii. Tags – Categorization of content by users adding one-word descriptions to facilitate searching, without dependence on pre-made categories;
- iii. Extensions – Software that makes the Web and application platform as well as a document server; and
- iv. 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 Vendor shall include the following social networking areas in its monitoring:

- a. Social networking matrix of users as specified in Item 1.c., above;
- b. Social networking content updates and posting;
- c. Social networking records retention; and
- d. Social networking permitted and prohibited activities and functionalities.

#### 6. 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.

**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 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 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 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.

### **D.33 Transition of the Resulting Contract**

- A. At the conclusion of the Contract resulting from this ITN, the Vendor shall verify the processing of all prior authorization requests received during the resulting Contract period.
- B. At the time of resulting Contract completion, the Vendor shall cooperate with the Agency in transitioning responsibilities of the resulting Contract to the Agency or another Vendor.
- C. The Vendor shall deliver to the Agency, or its authorized representative, all Contract-related records and data in a format specified by the Agency, within sixty (60) calendar days from the expiration or termination of the resulting Contract.
- D. Prior to the ending or termination of the resulting Contract, the Vendor shall meet with the new Vendor or the Agency's designated representative(s) to develop a HIPAA compliant, written agreement that sets forth how the entities will cooperate to ensure an effortless transition. The agreement must be approved by the Agency prior to execution and shall include at a minimum the following:
  - Designated point of contact for each entity;
  - A calendar of regularly scheduled meetings;
  - A detailed list of data that will be shared;
  - A mechanism and timeframe for transmitting records and data from the Vendor's system;
  - A mechanism and timeframe for transmitting documents produced under the resulting Contract, as requested by the Agency; and

- A clear description of the mutual needs and expectations of both entities.

#### **D.34 Performance Standards**

- A. The Vendor shall comply with all requirements and performance standards set forth in the Contract resulting from this ITN.
- B. 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 Vendor pursuant to Section 409.912(6), Florida Statutes. The Agency may impose sanctions in addition to any liquidated damages imposed pursuant to the resulting Contract.
- C. For purposes of this section, violations involving individual, unrelated acts shall not be considered arising out of the same action.
- D. If the Agency imposes monetary sanctions, the Vendor must pay the monetary sanctions to the Agency within thirty (30) days from receipt of the notice of sanction, regardless of any dispute in the monetary amount or interpretation of policy which led to the notice. If the Vendor fails to pay, the Agency reserves the right to recover the money by any legal means, including but not limited to the withholding of any payments due to the Vendor. If the Deputy Secretary determines that the Agency should reduce or eliminate the amount imposed, the Agency will return the appropriate amount to the Vendor within sixty (60) days from the date of a final decision rendered.

#### **D.35 Dispute of Liquidated Damages/Sanctions/Contract Interpretations**

- A. To dispute liquidated damages, sanctions and/or Contract interpretations, the Vendor must request that the Agency's Deputy Secretary for Medicaid or designee, hear and decide the dispute.
- B. The Vendor must submit, a written dispute directly to the Deputy Secretary or designee by U.S. mail and/or commercial courier service (hand delivery will not be accepted); this submission must be received by the Agency within twenty-one (21) days after the issuance of a liquidated damage or Contract interpretation and shall include all arguments, materials, data, and information necessary to resolve the dispute (including all evidence, documentation and exhibits). A 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, MS 70**  
2727 Mahan Drive  
Tallahassee, FL 32308

- C. The Vendor waives any dispute not raised within twenty-one (21) days of receiving the sanction. It also waives any arguments it fails to raise in writing within twenty-one (21) days of receiving the sanction, and waives the right to use any materials, data, and/or information not contained in or accompanying the Vendor's submission submitted within the twenty-one (21) days following its receipt of the liquidated damage, sanction or Contract interpretation in any subsequent legal, equitable, or administrative proceeding (to include Circuit Court, Federal court and any possible administrative venue).

- D. The Deputy Secretary or his/her designee will decide the dispute under the reasonableness standard, reduce the decision to writing and serve a copy to the Vendor. This written decision will be final.
  
- E. The exclusive venue of any legal or equitable action that arises out of or relating to 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 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 Vendor of the appropriate administrative remedy.

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## **ATTACHMENT E EVALUATION CRITERIA**

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

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

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

Past performance will be scored based on answers to the questions outlined in **Attachment F**, Past Performance – Client Reference Form, received from three (3) separate client references. A score will be assigned for each individual client reference. Each reference is worth a maximum of 45 points. The Agency will consider the three (3) clients who will complete an Evaluation Questionnaire for Past Performance, for evaluation scoring. The Agency reserves the right to contact sources other than those identified by the respondent to obtain additional information regarding past performance. Information obtained from contacted references and additional contacts may be used to determine whether the respondent is a responsible vendor, as defined in Section 287.012(25), Florida Statutes.

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

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

#### Points

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

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

### **E.4 Cost Proposal Evaluation:**

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

The respondent with the lowest proposed fixed cost (**Attachment J**, Cost Proposal) will receive the maximum allowable points (10 points) for that fixed cost. The remaining respondents will receive a percentage of the maximum points, rounded to the nearest whole number, based on the following formula:

<i>Lowest Proposed Fixed Total Cost</i>							<i>Total Points Awarded rounded to the nearest whole number</i>
$\div$							
<i>Remaining Respondent's Proposed Cost</i>	=	“%”	x	10	=		

Example:

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

	Respondent A		Respondent B		Respondent C	
	Fixed Cost	Points Awarded	Fixed Cost	Points Awarded	Fixed Cost	Points Awarded
Proposed Cost	\$8,000,000	10	\$11,750,000	7	\$10,500,000	8

### E.5 Technical Response Evaluation

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

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

<u>Points</u>	
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.

### E.6 Ranking of Responses

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

See scoring example below:

#### **SCORING EXAMPLE:**

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

Step 1

A total score will be calculated for each response.

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

Step 2

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

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

Step 3

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

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

Step 4

The average rankings for each response will be used to determine which respondents will be invited to participate in negotiations.

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**PART I**

**MANDATORY CRITERIA**

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

<b>QUESTIONS</b>		<b>YES</b>	<b>NO</b>
A.	Does the response include the Mandatory Documentation specified in <b>Attachment C</b> , Special Conditions, Section C.39.A, from each party, if applicable?  <b>1. Transmittal (Cover) Letter:</b> Signed by an individual having authority to bind the respondent, as specified in <b>Attachment C</b> , Special Conditions, Section C.39.A.1. of this ITN <input type="checkbox"/> <b>2. Original Proposal Guarantee:</b> In an amount of <b>\$500,000.00</b> as specified in <b>Attachment C</b> , Special Conditions, Section C.15 of this ITN <input type="checkbox"/>		
B.	Does the response include Page 1 of Attachment F, as required in <b>Attachment C</b> , Special Conditions, Section C.39.B. and in <b>Attachment F</b> , Past Performance – Client Reference Form?		
C.	Does the response include financial information, as required in <b>Attachment C</b> , Special Conditions, Section C.39.C., from each party, if applicable?		
D.	Does the response include the completed <b>Attachment J</b> , Cost Proposal, and <b>Attachment J-1</b> as required in <b>Attachment C</b> , Special Conditions, Section C.39.D?		
E.	Does the response include a signed <b>Attachment G</b> , Required Statements and Certifications, as specified in <b>Attachment C</b> , Special Conditions, Section C.14 of this ITN, from each party, if applicable?		
F.	Does the response include a signed <b>Attachment K</b> , Vendor Certification Regarding Scrutinized Companies Lists, as required in <b>Attachment C</b> , Special Conditions, Section C.34, of this ITN, from each party, if applicable?		

**Mandatory Criteria Verified by:**

Name (printed)	Title
Signature	Date

**Financial Criteria Verified by:**

Name (printed)	Title
Signature	Date

**PART II**

**EVALUATION CRITERIA**

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

	Maximum Raw Score Possible		Weight Factor		Maximum Points Possible
<b>A. Transmittal Letter</b>					
<b>B. Past Performance</b>					
1. Client #1	45	X	2	=	90
2. Client #2	45	X	2	=	90
3. Client #3	45	X	2	=	90
<b>C. Financial Information</b>	20	X	10	=	200
<b>D. Cost Proposal</b>					
1. Fixed Implementation Cost	10	X	5	=	50
2. Fixed Monthly Fee Year 1 (February 1, 2016 – December 31, 2016)	10	X	5	=	50
3. Fixed Monthly Fee Year 2 (January 1, 2017 – December 31, 2017)	10	X	5	=	50
4. Fixed Monthly Fee Year 3 (January 1, 2018 – January 31, 2019)	10	X	5	=	50
<b>E. Technical Response</b>					
1. Table of Contents					
2. Executive Summary					
3. Organizational Structure and History	15	X	1	=	15
4. Respondent Experience and Qualifications	50	X	2	=	100
5. Vendor Staffing	85	X	1	=	85
6. Behavior Analysis Utilization Management Services	20	X	12	=	240
7. Implementation Plan	40	X	2	=	80
8. Customer Service	15	X	4	=	60
9. Training, Education and Outreach	30	X	2	=	60
10. Information Technology	75	X	1	=	75
11. Quality Assurance	20	X	3	=	60
12. Transition of the Resulting Contract	10	X	2	=	20
<b>Total Rating:</b>					<b>1465</b>

**Evaluation Criteria Verified by:**

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## DETAILED EVALUATION CRITERIA COMPONENTS

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

### Technical Response:

#### 1. Table of Contents

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

#### 2. Executive Summary

The respondent shall include an executive summary, no longer than five (5) single sided pages in length, that demonstrates the respondent's overall understanding of the Scope of Services and describes the salient features of the respondent's technical proposal. ***(No points will be awarded for the Executive Summary.)***

#### 3. Organizational Structure and History

The respondent shall demonstrate its capability to provide the services described in this ITN by describing its organizational structure and history. ***(This section is worth a maximum of 15 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy of the respondent's organizational capability to provide services required for the Program based on its organizational structure, history, legal structure, ownership, affiliations, and location(s).
- b. The adequacy of the respondent's capability to dedicate sufficient and appropriate staffing levels based on its organizational chart.
- c. 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 Quality Improvement Organization (QIO) or QIO-like entity in the past five (5) years.

#### 4. Respondent Experience and Qualifications

The respondent shall demonstrate its capability to provide the services described in this ITN by describing its qualifications and experience in providing services similar in nature to those described in this ITN as well as its proposed subcontractor's experience and qualifications, if applicable. ***(This section is worth a maximum of 50 raw points with each component being worth a maximum of 5 points each.)***

- a. 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 September 1, 2010) Contracts for which it is/was the lead vendor on any projects that are similar in size, scope, and complexity as the services outlined in this ITN.

- b. The adequacy of the respondent's capability to provide services based on its experience and performance as the lead vendor in projects that are similar in size, scope, and complexity as the services outlined in this ITN.
- c. The adequacy of the respondent's capability to provide services based on its experience and performance in meeting scheduled dates for development, implementation, program training, and operations tasks.
- d. The adequacy of the respondent's capability to provide services based on its significant accomplishments and achievements in the provision of services for projects that are similar in size, scope, and complexity as the services outlined in this ITN.
- e. The adequacy of the respondent's capability to provide services based on its experience in regards to volume of transactions processed per day for projects that are similar in size, scope, and complexity as the services outlined in this ITN.
- f. The adequacy of the respondent's experience and capability based on liquidated or punitive damages imposed or sought against the respondent, including the circumstances and amounts involved.
- g. The adequacy of the respondent's experience based on its use of any subcontractor(s) on each project, their scope of work, and the percentage of the work on the project completed by subcontractors.
- h. The adequacy of the respondent's experience performing utilization management of Medicaid services, including any Florida experience.
- i. The adequacy of the respondent's experience managing or providing services within structured timelines.
- j. The adequacy of the respondent's experience with utilization management of behavior analysis services, including Florida Medicaid.

5. **Vendor Staffing**

The respondent shall demonstrate its capability to meet the staffing requirements described in Attachment D, Scope of Services, Section D.20, Vendor Staffing. ***(This section is worth a maximum of 85 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy of the respondent's organizational structure based on its proposed staff organization chart.
- b. The adequacy of the respondent's staffing levels to fulfill Contract requirements.
- c. The adequacy of the respondent's proposed key staff positions based on the described decision making authority within the organization and the percentage of time each key staff employee will spend on this Project.

- d. The adequacy of the respondent's proposed Contract Manager based on the provided resume or, if the position will need to be filled, based on qualifications that must be met by the applicants.
- e. The adequacy of the respondent's proposed Clinical Director based on the provided resume or, if the position will need to be filled, based on qualifications that must be met by the applicants.
- f. The adequacy of the respondent's proposed Clinical Review Supervisors based on the provided resumes or, if the positions will need to be filled, based on qualifications that must be met by the applicants.
- g. The adequacy of the respondent's proposed Education Director based on the provided resume or, if the position will need to be filled, based on qualifications that must be met by the applicants.
- h. The adequacy of the respondent's proposed Non-Clinical Managers based on qualifications that must be met by the applicants.
- i. The adequacy of the respondent's proposed Doctoral-level Behavior Analyst Reviewers based on qualifications that must be met by the applicants.
- j. The adequacy of the respondent's proposed Clinical Reviewers based on qualifications that must be met by the applicants.
- k. The adequacy of the respondent's proposed Information Technology staff based on qualifications that must be met by the applicants.
- l. The adequacy of 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 implementation and during the resulting Contract period.
- m. The adequacy of the respondent's proposed approach to ensure staff communicate all resulting Contract issues to the designated Contract Manager as the single point of contact.
- n. The adequacy of 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 to potential recipients whose primary language is not English and meet the additional service requirements described in this ITN.
- o. The appropriateness and viability of the respondent's proposed subcontracting plan based on the delegation of services for the Behavior Analysis Utilization Management Program to proposed subcontractors.
- p. The adequacy and viability of the respondent's proposed approach to coordinate and communicate with any proposed subcontractors and the Agency to ensure effective integration of services.



- q. The adequacy of the respondent's proposed approach for recruiting credentialed, appropriately licensed, and highly qualified staff and maintaining and/or filling key staffing positions.

6. **Behavior Analysis Utilization Management Services**

The respondent shall demonstrate its approach to develop, implement and provide services required for the operation of the Behavior Analysis Utilization Management Program as described in this ITN. ***(This section is worth a maximum of 20 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy and viability of the respondent's proposed approach to implementing an efficient, evidence-based utilization management program for behavior analysis services.
- b. The adequacy and viability of the respondent's proposed approach for informing service providers of the need for additional documentation to complete a review.
- c. The adequacy and viability of the respondent's proposed approach to provide notifications of approvals or adverse determinations.
- d. The adequacy and viability of the respondent's proposed approach to perform retrospective reviews of behavior analysis clinical records to determine medical necessity.

7. **Implementation Plan**

The respondent shall demonstrate its capability to develop an implementation plan as described in Attachment D, Scope of Services, Section D.17, Implementation Plan. ***(This section is worth a maximum of 40 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy of the respondent's proposed implementation plan based on the identified level of effort for the entire Project.
- b. The adequacy of the respondent's proposed implementation plan based on the identified timeline for Project implementation that encompasses all phases of the Project.
- c. The adequacy of the respondent's proposed implementation plan based on the identified milestones and anticipated completion dates for activities during all phases.
- d. The adequacy of the respondent's proposed implementation plan based on the identified potential risks or barriers to timely implementation and proposed methods for overcoming them.
- e. The adequacy 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.

- f. The adequacy of the respondent's proposed implementation plan based on the identified roles and responsibilities of proposed subcontracts in completion of implementation tasks.
- g. The adequacy of the respondent's proposed implementation plan based on the identified assistance needed from the Agency.
- h. The adequacy of 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.

8. **Customer Service**

The respondent shall demonstrate its capability to fulfill the customer service requirements described in Attachment D, Scope of Services, Section D.18, Customer Service. ***(This section is worth a maximum of 15 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy and viability of the respondent's proposed approach to providing and maintaining a toll-free customer service telephone system to operate during normal business hours as well as before and after normal business hours;
- b. The adequacy and viability of the respondent's proposed approach to monitoring the toll-free customer service telephone system to ensure compliance with the requirements of this ITN.
- c. The adequacy and viability 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.

9. **Training, Education, and Outreach**

The respondent shall demonstrate its capability to fulfill the training, education, and outreach requirements described in Attachment D, Scope of Services, Section D.19, Training, Education, and Outreach. ***(This section is worth a maximum of 30 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy of 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 conversion and ongoing operations.
- b. The adequacy of the respondent's proposed approach to developing and providing training materials and any web-based training for providers and Agency staff and Agency designees; and the adequacy of the respondent's proposed approach to providing instructional materials and manuals to all users.
- c. The adequacy and appropriateness of the respondent's proposed plan for outreach activities to behavior analysis service providers and recipients in order to provide on-going technical assistance based on the proposed deliverable dates for outreach activities.

- d. The adequacy and appropriateness of the respondent's proposed approach to using technological advancements for more cost effective training.
- e. The adequacy of the respondent's proposed approach to ensure staff conduct all components of the Contract resulting from the ITN, in a timely, efficient, productive, consistent, courteous, and professional manner as representatives of the State.
- f. 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 ITN.

10. **Information Technology**

The respondent shall demonstrate its capability to meet the information technology requirements as described in Attachment D, Scope of Services, Section D.27, Information Technology and Section D.28, Disaster Recovery Plan. ***(This section is worth a maximum of 75 raw points with each component being worth a maximum of 5 points each.)***

a. Hardware and Software Requirements

- 1) The adequacy of the respondent's proposed minimum hardware and software requirements necessary for behavior analysis service providers and Agency users to utilize its proposed system and adequacy of application software it proposes to use to remain updated and consistent for all users.
- 2) The adequacy of the respondent's experience with the hardware platform and application software it proposes to use for the performance of the services described in this ITN.
- 3) The adequacy of the respondent's automation capabilities and its compatibility with the Agency's computer systems and software platforms which are: Oracle 10G, SQL Server 2008, .Net, Windows XP or higher environment (Desktop and Network), Internet Explorer 7 and up, and SQL Reporting Services.
- 4) The adequacy and viability of 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).
- 5) The adequacy of the respondent's proposed approach to handling installation, maintenance and enhancement of software for behavior analysis service providers and Agency users.
- 6) The adequacy of the respondent's proposed approach to ensuring a database that will meet all the specifications detailed in this ITN.
- 7) The adequacy of 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 prior authorization service information on a consistent basis.

- 8) The adequacy 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.
  - 9) 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 prior authorization system.
- b. On-line Access
- 1) The adequacy of the respondent's proposed connectivity plan for on-line access to its database.
- c. Disaster Recovery
- 1) The adequacy and viability of the respondent's proposed plan to ensure the Agency will be notified of any systems problems, errors or back-log, including proposed time-frames.
  - 2) The adequacy and viability of 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 adequacy and reliability of 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 adequacy of the respondent's proposed process to retrieve medical records in compliance with HIPAA standards.
  - 3) The adequacy and viability of the respondent's proposed plan to ensure HIPAA standards for data and document management will be met and ensure that any Protected Health Information (PHI) released is done so in accordance with HIPAA requirements.

11. **Quality Assurance**

The respondent shall demonstrate its capability to perform quality assurance requirements described in Attachment D, Scope of Services, Section D.29, Quality Assurance/Internal Quality Control (IQC) Program. ***(This section is worth a maximum of 20 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy of the respondent's proposed approach to providing a quality control program detailing all components in accordance with the requirements set forth in this ITN.
- b. The adequacy and appropriateness of the respondent's proposed staffing levels for quality assurance to ensure that all functions of the quality assurance function can be

performed timely and in compliance with the requirements of this ITN.

- c. The adequacy and viability of 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.
- d. The adequacy of the respondent's proposed plan for conducting new employee orientation, on-going training, and interventions when performance does not meet required performance expectations.

12. **Transition of the Resulting Contract**

The respondent shall demonstrate its capability to fulfill the transition requirements described in Attachment D, Scope of Services, Section D.33, Transition of the Resulting Contract. ***(This section is worth a maximum of 10 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy and appropriateness 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 ITN and the resulting Contract.
- b. The adequacy of the respondent's capability to overcome identified risks and barriers associated with the transition of Program services to a new vendor.

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**ATTACHMENT F  
PAST PERFORMANCE - CLIENT REFERENCE FORM**

**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 (August 24, 2010).

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

If the respondent elects to submit **Non-AHCA** client references, the respondent must include with its response a completed, signed with original signature and dated Evaluation Questionnaire for Past Performance, provided by a maximum of three (3) **Non-AHCA** 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.

AHCA will consider a maximum of three (3) 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.

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

**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.**

**Note: Agency for Health Care Administration (AHCA)**

**NON-AHCA  
CLIENT REFERENCE #1**

**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:**

**NON-AHCA  
CLIENT REFERENCE #2**

**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:**



**NON-AHCA  
CLIENT REFERENCE #3**

**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:**

## 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-AHCA Client's Name:** \_\_\_\_\_

	<b>Score</b>
1. Briefly describe the services the Vendor performed for your organization:	N/A
2. Define the relationship between the Vendor and the client reference as one of the following: (circle one)  Prime Vendor; or Subcontractor.	N/A
3. How would you rate the 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

## ATTACHMENT G REQUIRED STATEMENTS AND CERTIFICATIONS

### 1) STATEMENT OF REQUIRED EXPERIENCE

I hereby certify that my company possesses a minimum of five (5) years of experience operating a utilization management program that includes the prior authorization of Medicaid services.

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

\_\_\_\_\_  
Date

### 2) STATEMENT OF DESIGNATION AS QIO OR QIO-LIKE ENTITY

- I hereby certify that my company currently is a Federally Designated Utilization and Quality Improvement Organization (QIO) as established in Title XI, Part B of the Social Security Act, eligible for enhanced federal matching funds and shall maintain such designation during the entire term of the resulting Contract. Proof of designation is attached.

**OR**

- I hereby certify that my company **shall be** designated as a Federally Designated Utilization and Quality Improvement Organization (QIO) as established in Title XI, Part B of the Social Security Act, eligible for enhanced federal matching funds, prior to execution of the Contract resulting from this ITN and shall maintain such designation during the entire term of the resulting Contract. Proof of eligibility application and status of application is attached.

**OR**

- I hereby certify that my company currently is a QIO-like entity, eligible for enhanced federal matching funds and shall maintain such designation during the entire term of the resulting Contract. Proof of designation is attached.

**OR**

- I hereby certify that my company **shall be** designated as a QIO-like entity, eligible for enhanced federal matching funds and shall maintain such designation during the entire term of the resulting Contract. Proof of eligibility application and status of application is attached.

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

\_\_\_\_\_  
Date

**3) STATEMENT OF NO CONFLICT**

I hereby certify that my company **shall not** sub-contract with any provider that would cause a conflict of interest to my company during the entire term of the resulting Contract.

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

\_\_\_\_\_  
Date

**4) 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 ITN.

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

\_\_\_\_\_  
Date

**5) ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS**

I hereby certify that should my company be awarded a Contract resulting from this solicitation, it will comply with all terms and conditions specified in this solicitation and contained in the Agency Standard Contract (**Attachment H**).

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

\_\_\_\_\_  
Date

**6) STATEMENT OF NO-INVOLVEMENT**

I hereby certify my company had no prior involvement in performing a feasibility study of the implementation of the subject Contract, in drafting of the solicitation or in developing the subject program.

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

\_\_\_\_\_  
Date

**7) NON-COLLUSION CERTIFICATION**

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

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

\_\_\_\_\_  
Date

**8) ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION**

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

Please check the applicable paragraph below:

- Has no existing relationship, financial interest or other activity which creates any actual or potential organizational conflicts of interest relating to the award of a Contract resulting from this ITN.
  
- Has included information in its response to this solicitation detailing the existence of actual or potential organizational conflicts of interest and has provided a "Conflict of Interest Mitigation Plan", as outlined in Attachment C, Sections C.14 and C.40.

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

\_\_\_\_\_  
Date

**9) 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 Attachment.

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

\_\_\_\_\_  
Date

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**10) LIST OF TERMINATED CONTRACTS**

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

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

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

**Vendor's Name:**

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**Client's Name:**

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**Term of Terminated Contract:**

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**Description of Services:**

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

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**Vendor's Name:**

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**Client's Name:**

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**Term of Terminated Contract:**

---

**Description of Services:**

---

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

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Name and Title of Authorized Official

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Signature of Authorized Official

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Date

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

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

## ATTACHMENT H STANDARD CONTRACT

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

Contract No.

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

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

#### I. THE VENDOR HEREBY AGREES:

##### A. General Provisions

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

##### B. Federal Laws and Regulations

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



### **C. Audits and Records**

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

### **D. Retention of Records**

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

### **E. Monitoring**

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

## **F. Indemnification**

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

## **G. Insurance**

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

## **H. Assignments and Subcontracts**

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

## **I. Return of Funds**

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

## **J. Purchasing**

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

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

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

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

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

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

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

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

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

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

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

The Vendor assures that it will comply with:

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

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

### **L. Discrimination**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

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

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

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

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

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

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

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

The Agency will provide prompt written notification of a claim of copyright or patent infringement and shall afford the Vendor full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending, the Vendor may, at its option and expense procure for

the Agency the right to continue the use of, replace or modify the article to render it non-infringing (if none of the alternatives is reasonably available, the Agency agrees to return the article on request to the Vendor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction).

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

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

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

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

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

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

the terms and conditions of this Contract.

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

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

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

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

## **N. Sponsorship**

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

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

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

**O. Final Invoice**

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

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

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

**Q. Public Entity Crime**

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

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

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

**S. Confidentiality of Information**

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

**T. Employment**

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

**U. Work Authorization Program**

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



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

## **V. Scrutinized Companies Lists**

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

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

### **A. Contract Amount**

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

### **B. Contract Payment**

Section 215.422, Florida Statutes, provides that agencies have five (5) business days to inspect and approve goods and services, unless bid specifications, Contract or Purchase Order specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) calendar days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 412-3901, or utilize the Department of Financial Services website at [www.myfloridacfo.com/aadir/interest.htm](http://www.myfloridacfo.com/aadir/interest.htm). Payments to health care providers for hospital, medical or other health care services, shall be made not more than thirty-five (35) calendar days from the date eligibility for payment is determined, and the daily interest rate is .0003333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency, may be contacted at (850) 413-5516 or by calling the State Comptroller's Hotline, 1-800-848-3792.

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

#### **A. Termination**

##### **1. Termination at Will**

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

##### **2. Termination Due To Lack of Funds**

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

##### **3. Termination for Breach**

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

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

#### **B. Contract Managers**

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

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

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

**C. Renegotiation or Modification**

1. Modifications of provisions of this Contract shall only be valid when they have been reduced to writing and duly signed during the term of the Contract. The Parties agree to renegotiate this Contract if federal and/or state revisions of any applicable laws, or regulations make changes in this Contract necessary.
2. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Agency's operating budget.

**D. Name, Mailing and Street Address of Payee**

1. The name (Vendor name as shown on Page 1 of this Contract) and mailing address of the official payee to whom the payment shall be made:
2. The name of the contact person and street address where financial and administrative records are maintained:

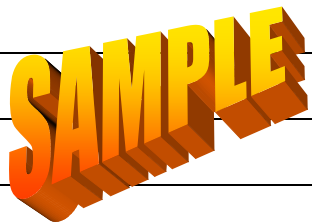
**E. All Terms and Conditions**

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

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

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

**SIGNED BY:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_



**SIGNED BY:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_



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

**VENDOR FISCAL YEAR ENDING DATE:**

List of Attachments included as part of this Contract:

Specify Type	Letter/Number	Description
<b>Attachment</b>	I	Scope of Services (      Pages)
<b>Attachment</b>	II	Business Associate Agreement (4 Pages)
<b>Attachment</b>	III	Certification Regarding Lobbying (1 Page)
<b>Attachment</b>	IV	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts (1 Page)
<b>Attachment</b>	V	Vendor Certification Regarding Scrutinized Companies List (1 Page)

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## **EXHIBIT I BUSINESS ASSOCIATE AGREEMENT**

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

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

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

4. Use and Disclosure of Information for Management, Administration, and Legal Responsibilities. The Vendor is permitted to use and disclose protected health information received from the Agency for the proper management and administration of the Vendor or to carry out the legal responsibilities of the Vendor, in accordance with 45 C.F.R. 164.504(e)(4). Such disclosure is only permissible where required by law, or where the Vendor obtains reasonable assurances from the person to whom the protected health information is disclosed that: (1) the protected health information will be held confidentially, (2) the protected health information will be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and (3) the person notifies the Vendor of any instance of which it is aware in which the confidentiality of the protected health information has been breached.
5. Disclosure to Third Parties. The Vendor will not divulge, disclose, or communicate protected health information to any third party for any purpose not in conformity with this Contract without prior written approval from the Agency. The Vendor shall ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the Vendor on behalf of, the Agency agrees to the same terms, conditions, and restrictions that apply to the Vendor with respect to protected health information. The Vendor's subcontracts shall fully comply with the requirements of 45 CFR 164.314(a)(2)(iii).
6. Access to Information. The Vendor shall make protected health information available in accordance with federal and state law, including providing a right of access to persons who are the subjects of the protected health information in accordance with 45 C.F.R. 164.524.
7. Amendment and Incorporation of Amendments. The Vendor shall make protected health information available for amendment and to incorporate any amendments to the protected health information in accordance with 45 C.F.R. 164.526.
8. Accounting for Disclosures. The Vendor shall make protected health information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528. The Vendor shall document all disclosures of protected health information as needed for the Agency to respond to a request for an accounting of disclosures in accordance with 45 C.F.R. 164.528.
9. Access to Books and Records. The Vendor shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Vendor on behalf of the Agency, available to the Secretary of the Department of Health and Human Services ("HHS") or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations.
10. Reporting. The Vendor shall make a good faith effort to identify any use or disclosure of protected health information not provided for in this Contract.
  - 10a. To Agency. The Vendor will report to the Agency, within ten (10) business days of discovery, any use or disclosure of protected health information not provided for in this Contract of which the Vendor is aware. The Vendor will report to the Agency, within twenty-four (24) hours of discovery, any security incident of which the Vendor is aware. A violation of this paragraph shall be a material violation of this Contract. Such notice shall include the identification of each individual whose unsecured protected health

information has been, or is reasonably believed by the Vendor to have been, accessed, acquired, used, or disclosed during such breach.

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

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

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

Vendor Name:

\_\_\_\_\_  
Signature

**SAMPLE**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Authorized Signer



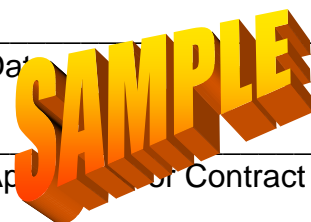
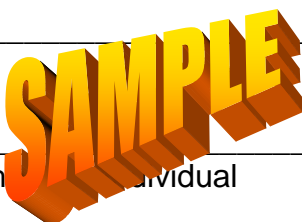
**EXHIBIT II  
CERTIFICATION REGARDING LOBBYING  
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE  
AGREEMENTS**

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

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

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

_____ Signature	_____ Date
_____ Name of Authorized Individual	_____ Agency or Contract Number
_____ Name and Address of Organization	



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

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

**INSTRUCTIONS**

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

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**CERTIFICATION**

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name and Title of Authorized Signer \_\_\_\_\_

**SAMPLE**

**EXHIBIT IV**  
**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.

## **ATTACHMENT I CERTIFICATION OF DRUG-FREE WORKPLACE**

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Signer/ Title of Signer/ Company Name

# ATTACHMENT J COST PROPOSAL

## Behavior Analysis Services

- A. Where indicated in Table A below, the Respondent shall propose a fixed, one-time cost to complete all implementation tasks and activities as specified in the final implementation plan, which will be pre-approved by the Agency in accordance with Attachment D, Scope of Services, Section D.30, Method of Payment, Item A., Contract Amount.
- B. Where indicated in Tables B through D below, the Respondent shall propose a fixed annual cost for Years One, Two and Three Operations, respectively.
- C. Where indicated in Tables E through G below, the Respondent shall propose a fixed annual cost for Renewal Years One, Two and Three. 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.
- D. The Respondent must include the required detailed budget as **Attachment J-1** with this cost proposal to justify and explain its proposed one-time fixed implementation cost, and each of its proposed three fixed annual operation year costs.

<b>TABLE A – Implementation Period</b> (The anticipated implementation period is February 1, 2016 through April 30, 2016.)	
<b>Proposed Fixed One-Time Implementation Cost</b>	\$ _____
<b>TABLE B – Year One Operations</b> (February 1, 2016 through December 31, 2016)	
<b>Proposed Year One Fixed Annual Cost</b>	\$ _____
<b>TABLE C – Year Two Operations</b> (January 1, 2017 – December 31, 2017)	
<b>Proposed Year Two Fixed Annual Cost</b>	\$ _____
<b>TABLE D – Year Three Operations</b> (January 1, 2018 – January 31, 2019)	
<b>Proposed Year Three Fixed Annual Cost</b>	\$ _____

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

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

\_\_\_\_\_  
Respondent Representative's Signature

\_\_\_\_\_  
Date

<b>TABLE E – Renewal 1</b> (February 1, 2019 – December 31, 2019)	
<b>Proposed Year Four Fixed Annual Cost</b>	\$ _____
<b>TABLE F – Renewal 2</b> (January 1, 2020 – December 31, 2020)	
<b>Proposed Year Five Fixed Annual Cost</b>	\$ _____
<b>TABLE G – Renewal 3</b> (January 1, 2021 – January 31, 2022)	
<b>Proposed Year Six Fixed Annual Cost</b>	\$ _____

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

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

\_\_\_\_\_  
Respondent Representative's Signature

\_\_\_\_\_  
Date

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**ATTACHMENT K  
VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

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

Vendor FEIN: \_\_\_\_\_

Vendor's Authorized Representative Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

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

Certified By: \_\_\_\_\_,

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

**ATTACHMENT L  
INFORMATION TECHNOLOGY SECURITY PLAN**



**State of Florida  
AGENCY FOR HEALTH CARE ADMINISTRATION**

<b>SUBJECT: Information Technology Security Plan</b>	
<b>POLICY/PROCEDURE NUMBER: #02-IT-01</b>	
<b>DIVISION: Information Technology</b>	<b>BUREAU: IT Strategic Planning &amp; Security</b>

**1.0 PURPOSE**

The purpose of the Agency for Health Care Administration (AHCA) Information Technology Security Plan (ITSP) is to ensure that the security of the information and communication processing resources of AHCA is sufficient to minimize the risk of loss, theft, improper use, or unauthorized destruction, disclosure or modification of those assets. The objectives of the ITSP are to:

- Establish AHCA policies regarding the security of Information Resources.
- Identify confidential information and take steps to protect such confidential information from loss, theft, improper use, or unauthorized destruction, disclosure or modification.
- Identify which information Resources are essential to the continued operation of critical governmental functions and take steps to ensure their controlled confidentiality, integrity and availability.
- Apply security controls which can be cost justified, considering the exposure to risk.
- Ensure the accuracy and integrity of data and automated processes.
- Educate employees and Information Resource Provider personnel concerning their responsibilities for maintaining the security of Information Resources.
- Adhere to requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

**2.0 SCOPE**

The policy and standards set forth in this document will apply to all Information Resources within the Agency for Health Care Administration. They will apply equally to all AHCA employees.

AHCA’s ITSP also applies to Information Resource Providers in those cases where AHCA has a statutory, contractual or fiduciary duty to protect the resources while in the custody of AHCA. In the event of a conflict, the more restrictive security measures apply. A Provider’s failure to comply with these policies will be viewed as breach of contract.



### **3.0 AUTHORITY**

- A) Florida Administrative Code, Rule Chapter 60DD
- B) Title 17 of the United States Code
- C) Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- D) Chapter 815 Florida Statutes (2006) Computer-Related Crimes

#### **4.0 POLICY**

It is the policy of the Agency for Health Care Administration that:

- 1) An internal Information Technology Security Plan will be established in AHCA that will be responsive and adaptable to changing environments, vulnerabilities and technologies affecting State Information Resources. Appropriate personnel will be appointed with sufficient authority to oversee and administer the Plan.
- 2) Confidential Information will be protected from unauthorized access to include that which is transferred between entities.
- 3) Information Resources that are essential to critical State functions will be protected from unauthorized access. These Information Resources will be identified and appropriate measures will be taken to safeguard them, including provisions for protection and recovery.
- 4) Access requirements for Information Resources must be documented and strictly enforced.
- 5) The integrity of all confidential Information, its source, destination and processes applied to it must be assured. Data must change only in authorized, predictable, auditable and acceptable ways.
- 6) Security needs will be considered and addressed in all phases of development and acquisition of new information processing systems. Where conflict may exist in operational roles, steps will be taken to separate functions.
- 7) Information backup and Disaster Recovery Plans required to continue critical governmental services will be developed and maintained.
- 8) Agency employees and Providers will comply with all rules and regulations governing proper utilization of Agency Information Resources.
- 9) Security awareness will be continually emphasized and reinforced. Individuals will be accountable for their actions and dealt with on an individual basis per the policies and procedures outlined in the Agency Employee Handbook when breaches are discovered.
- 10) Procedures for recording and responding to security breaches will be maintained by the AHCA Computer Incident Response Team (CSIRT).

## 5.0 DEFINITIONS

**Intellectual Property** - A broad category of intangible materials that are legally recognized as proprietary to an organization. In the computer field, hardware circuits, software and text are copyrightable. Depending on the situation, the algorithms used within hardware circuits and software may also be patentable, and most brand names can be trademarked. However, IP covers more than just copyrights, trademarks and patents; for example, customer databases, mailing lists, trade secrets and other business information are also included.

**Information Resources** – Information Resources can be divided into two groups:

Information Physical Resources: such as servers, communications equipment, PCs, laptops, Blackberry pagers, Personal Digital Assistants (PDAs), etc.; and

Information Data Resources: such as information stored on these devices such as databases, data files, electronic documents, etc.; and Operating Systems, Utilities, Applications, etc.

**Confidential Information** – Information that is legally protected, or Protected/Patient Health Information (PHI) as defined by HIPAA, or any other information as deemed confidential by the Agency.

**Confidential Software** – Operating Systems, Utilities, Applications or similar software where by their very nature can be used to access confidential Information or could be copied and used in violation of copyright agreements.

**Critical Information Resources**— the resources determined by agency management to be essential to the agency’s critical mission and functions, the loss of which would have an unacceptable impact.

**Information Resource Provider** – Examples are: outsourced vendors and political subdivisions of the State or agencies of the Federal government,

## **6.0 RESPONSIBILITIES**

- 1) **Secretary, AHCA-** The Secretary, AHCA is responsible for designating AHCA's Information Security Manager, in writing. The Information Technology Security Plan (ITSP) is issued under the Secretary's signature.
  
- 2) **Information Security Manager (ISM)-** The ISM is responsible for overall development, implementation, administration, and coordination of the ITSP. The ISM will report via the AHCA Chief Information Officer (CIO), via the next level of AHCA management (Division Director), to the Secretary, AHCA. The ISM has the responsibility for:
  - a) Assisting in determination of control requirements for all application systems;
  - b) Determining the level of security classification appropriate for Information Resources;
  - c) Ensuring procedures are in place to revoke access authorizations due to:
    - i. personnel changes,
    - ii. changes in job duties (access no longer required), and/or
    - iii. a breach in security.
  - d) Ensuring procedures are in place requiring all positions in AHCA to have signed the required Statement acknowledging their understanding of the ITSP;
  - e) Acting as a contact point for distribution and management of security policies, procedures, and training;
  - f) Conducting periodic risk analysis of threats to Confidential Information and Information Resources;
  - g) Identifying safeguards and inform personnel of measures to eliminate, reduce or recover from threats;
  - h) Developing and maintaining a disaster recovery or contingency plan;
  - i) Ensuring AHCA personnel are provided opportunities for security awareness training;
  - j) Monitoring development/changes in governing directives and informing management of actions necessary to maintain AHCA operations consistent with those directives;
  - k) Appointing appropriate personnel, with approval of the Secretary, AHCA, to serve as members of the Information Security Work Group; and
  - l) Maintaining adequate documentation on all of the above responsibilities.
  - m) Developing AHCA information security standards, directives, procedures, and controls through regular reviews and when necessary, updates of the ITSP with the Chief Information Officer's approval.
  
- 3) **Information Security Work Group (ISWG)-** The ISM will appoint personnel to the Information Security Work Group. The ISM will have discretion to further augment this "advisory" work group, which will minimally include the Data Security Administrators and IT Data Processing Managers. The work group is responsible for:
  - a) Ensuring that AHCA's Information Resources are identified, that all Information Resources are assigned ownership, and that the duties of Owners are prescribed;
  - b) Reporting to management periodically on AHCA security posture and progress, including problem areas with recommended corrective action.
  - c) Completing the Division's Procedures that document compliance with the Standards and Directives contained herein.

**ATTACHMENT L**  
**INFORMATION TECHNOLOGY SECURITY PLAN**

- 4) **Data Security Administrator (DSA)**- A full-time employee located in each Division office will be appointed by their respective Division Director as the Data Security Administrator for the Division. Data Security Administrators are responsible for:
  - a) Managing the development, implementation and testing of security controls: directing efforts for including security safeguards in the development of their respective systems;
  - b) Overseeing procedures for password control and for secure distribution of encryption keys (if applicable) to their respective system;
  - c) Investigating breaches in security with the assistance of appropriate security, auditing and legal staff;
  - d) Fulfilling the responsibilities assigned as members of the Information Security work group.
  
- 5) **Information Resource Owner (Owner)**- The Information Resources Owner is the designated Senior Management individual who is responsible for carrying out the program that uses the Information Resource(s). The Owner is responsible for:
  - a) Judging the value of the information and classifying it;
  - b) Ensuring that a Data Security Administrator is assigned to each major system and that the duties of the function are defined;
  - c) Assigning an Information Resource Approver for each Information Resource;
  - d) Specifying procedures and conveying them to the Approvers and Users of the information;
  - e) Ensuring that valid User lists are current and auditable; and
  - f) Ensuring compliance with the applicable controls.
  
- 6) **Information Resource Approver (Approver)**- The Information Resource Approver is the individual assigned responsibility for:
  - a) Providing physical and procedural safeguards for the information;
  - b) Implementing procedures specified by the Owners of the information;
  - c) Administering access to the information;
  - d) Assisting the Owners in evaluating the cost-effectiveness of the controls; and
  - e) Making provisions for timely detection, reporting and analysis of unauthorized attempts to gain access to Information Resources.
  
- 7) **Information Resource User (User)**- The User (i.e. employees of the Agency) has the responsibility for:
  - a) Using the information only for the purpose intended by the Owner;
  - b) Complying with all controls established by the Owner and Approver;
  - c) Protecting confidential Information against unauthorized disclosure; and
  - d) Notifying Owners and Approvers of possible security breaches.
  
- 8) **User's Supervisor**- The User's supervisor has the responsibility for:
  - a) Ensuring all personnel are thoroughly trained/informed of the requisite security requirements, their individual security responsibilities and the consequences of non-compliance with those requirements and responsibilities; and
  - b) Supporting AHCA in the monitoring and enforcement of the ITSP. Security breaches or suspicion of such occurrences should be immediately reported to the Information Security Manager.

- 9) **Information Resource Provider (Provider)**- The Information Resource Provider has the responsibility for:
- a) Complying with provisions of the ITSP as it applies to the Provider's information and/or system;
  - b) Informing AHCA ISM of any conflicts between the Providers' security requirements and AHCA's security requirements. Conflicts will be addressed in a timely manner. The more stringent security requirements will be preferred in most cases, and will always be preferred in cases where those requirements are dictated by legal rules and regulations which are superior to State or AHCA policy and standards;
  - c) Ensuring all personnel employed by the Provider are thoroughly informed of AHCA's security requirements; and
  - d) Supporting AHCA in the monitoring and enforcement of the ITSP within the Provider's area of responsibility. Security breaches or suspicion of such occurrences should be immediately reported to the Information Security Manager.
- 10) **Unsupported Information Resources** - The Senior Manager responsible for Information Resources that have been acquired without formal approval of the Division of Information Technology (IT) has the responsibility for:
- a) Complying with provisions of the ITSP as it applies to the Information Resource;
  - b) Informing the ISM of any conflicts between the Information Resource's security requirements and AHCA's security requirements. Conflicts will be addressed in a timely manner. The more stringent security requirements will be preferred in most cases, and will always be preferred in cases where those requirements are dictated by legal rules and regulations which are superior to State or AHCA policy and standards; and
  - c) Supporting the ISM in the monitoring and enforcement of the ITSP within the Division's area of responsibility. Security breaches or suspicion of such occurrences should be immediately reported to the ISM.

**7.0 STANDARDS - Unless otherwise explicitly stated, each Division Director is responsible for ensuring that written procedures are developed and kept current for his or her area of responsibility to comply with all stated Directives throughout the ITSP.**

**AREA 1: General Applicability - Scope of Authority and Exceptions**

**STANDARD 1.1: Information Technology Security Plan**

AHCA will document and maintain an up-to-date internal Information Technology Security Plan (ITSP). This plan will include internal policies and procedures for the protection of Information Resources, be an instrument implementing State information policies and standards, be applicable to all elements of AHCA and be signed by the Secretary, AHCA.

**Directive 1.1.1**

The ISM will be responsible for maintaining the ITSP and ensure compliance with HIPAA consistent with the recommendations of the General Counsel's Office.

**Directive 1.1.2**

Changes to security procedures must be recorded by the ISM. No change may become effective until the ISM has received the information.

**Directive 1.1.3**

The ISM will conduct regular Risk Analysis Assessments.

**Directive 1.1.4**

Division Directors having responsibility for Unsupported Information Resources have the responsibility to comply with the ITSP in full and document its compliance to the ISM.

**STANDARD 1.2: Information Security Manager**

The Secretary, AHCA will appoint in writing an ISM to administer AHCA's ITSP and will prescribe the duties and responsibilities of the function.

**Directive 1.2.1**

The AHCA CIO will recommend a qualified individual as the ISM to the Secretary, AHCA.

**STANDARD 1.3: Identification of Information Resource Owners, Approvers and Users**

Owners, Approvers and Users of Information Resources will be identified, documented and their responsibilities defined. All Information Resources shall be assigned an Owner. In cases where Information Resources are aggregated for purposes of ownership, the aggregation shall be at a level which assures individual accountability.

**Directive 1.3.1**

Owners and their responsibilities will be identified by the Division Director within the area of AHCA that is responsible for the collection or existence of the information.

**Directive 1.3.2**

Approvers will be designated by the Owners of the information and their responsibilities identified.

**Directive 1.3.3**

Users and their scope of use will be identified as appropriate by the Owners of information.

**Directive 1.3.4**

The ISM will maintain a current inventory of all Information Resources, their Owners and Approvers.

## **AREA 2: Software Ownership and Access to Software and Data**

### **STANDARD 2.1: Access to Confidential Information**

Confidential Information will be accessible only to personnel who are authorized by the Owner on the basis of strict "need to know" in the performance of their duties. Data containing any Confidential Information will be readily identifiable and treated as Confidential in its entirety.

#### **Directive 2.1.1**

Confidential data resources shall be labeled by its Owner and inventoried by the ISM.

#### **Directive 2.1.2**

Permission for access to Confidential Information will be granted only with the approval of the Owner of such information.

#### **Directive 2.1.3**

Owners of Confidential Information will develop a stricter standard of criteria for access to that information than for public access information.

#### **Directive 2.1.4**

The Owners of Confidential Information will ensure that access to systems containing such information is controlled. In addition, the Owners will ensure that access to such information via manual documentation, faxes, e-mails, voice mails, etc. is restricted to authorized users.

#### **Directive 2.1.5**

The ISM is responsible to ensure all retired Information Resources are disposed of properly to ensure the adequate destruction of Confidential Information.

### **STANDARD 2.2: Use of State Information Resources**

All Information Resources will be used only to conduct State business in accordance with Agency Policy. Access will be limited to those individuals authorized to view, process or maintain particular Information Resources.

#### **Directive 2.2.1**

Information Resources may be utilized solely in the execution of State business.

#### **Directive 2.2.2**

Users of Information Resources shall be responsible for the security of those resources under their control.

#### **Directive 2.2.3**

The Owner will determine the criteria for authorized access to any Information Resources under control of AHCA. The Owner will maintain an updated list of Approvers and provide such list to the ISM upon request.

#### **Directive 2.2.4**

The Owner will ensure that access criteria to an Information Resource will be communicated to the Approver in a manner and form conducive to the objective of the request. The Approver will keep and maintain an updated list of Users.

#### **Directive 2.2.5**

Information Resources shall be made available to Users based on their need to use the resources to accomplish tasks assigned to their position, or contract, with AHCA.

#### **Directive 2.2.6**

Only software, which has been procured, developed, or licensed by AHCA, shall be installed or used on any AHCA computer. Exceptions to this Directive must be approved in writing by the CIO.



**Directive 2.2.7**

The ISM will maintain a complete, comprehensive, and updated list of all AHCA Information Data Resources, their Owners and authorized Approvers, Users, and Providers where appropriate.

**Directive 2.2.8**

Peer-to-peer file sharing services waste large amounts of state resources and open Agency information resources to malware. The primary use for these services is illegal sharing of licensed materials. Unless a peer-to-peer file sharing service is shown to have a legitimate government purpose, it will not be utilized on the AHCA network.

**STANDARD 2.3: Handling Confidential Information**

An auditable, continuous chain of custody will record the transfer and confidentiality of Confidential Information. When AHCA sends or receives Confidential Information to and/or from a Provider in connection with the transaction of official business, AHCA and the Provider will maintain the confidentiality of the information in accordance with the conditions imposed by the providing party and the terms of this Policy and relevant HIPAA requirements.

**Directive 2.3.1**

Each Division will develop procedures to document the transfer of Confidential Information.

**Directive 2.3.2**

AHCA will maintain the confidentiality level of Confidential Information transferred by another entity or as required by law.

**Directive 2.3.3**

Where applicable, AHCA will maintain a mechanism for obtaining consent for the use and disclosure of health information.

**STANDARD 2.4: Ownership and Control of Software**

All computer software developed by State employees or contract personnel on behalf of the State, or purchased for the use of the State, is State property and will be protected as such, unless the contract under which the software is developed specifically provides otherwise. Controls will ensure that no one can access software or system control information unless they have been authorized to do so.

**Directive 2.4.1**

Each Division will ensure that all software licenses and all AHCA purchased or internally developed software are inventoried.

**Directive 2.4.2**

Applications developed by Agency staff or under contract with the Agency may bear a copyright notification reserving rights to AHCA.

**Directive 2.4.3**

Each Division shall support and uphold the legitimate proprietary interests of Intellectual Property holders.

**Directive 2.4.4**

Installation of any software will be under the approval of the AHCA CIO.

**Directive 2.4.5**

All installed software and systems control information (e.g. network address tables, user-id and password files, etc.) will have restricted access where applicable.

**AREA 3: Physical Security and Access to Data Processing Facilities**

**STANDARD 3.1: Computer Resource Center.**

AHCA's Computer Resource Center (CRC) shall be housed in a secure area, protected by a defined security perimeter, with appropriate security barriers and entry controls.

**Directive 3.1.1**

The ISM will ensure that physical access to the CRC will be controlled.

**Directive 3.1.2**

The ISM will ensure that access by visitors to the CRC shall be recorded and supervised.

**Directive 3.1.3**

The ISM will regularly review and update access rights to the CRC.

**Directive 3.1.4**

The CIO will approve access rights to the CRC.

**STANDARD 3.2: Other Information Processing Facilities.**

Communication switches and network components outside the central computer room shall receive the level of physical protection necessary to prevent unauthorized access.

**Directive 3.2.1**

The ISM will document which Information Resource facilities are covered by this Standard and communicate that to AHCA management. The ISM will designate one or more persons responsible for the security of each facility.

**Directive 3.2.2**

The Division with administrative control (i.e. primary physical access) over wiring closets, communications and server rooms, will ensure that they are properly secured to protect the Information Resources and to not allow unauthorized access to Confidential Information.

**STANDARD 3.3: Environmental Controls.**

Proper controls over temperature, humidity, air movement, cleanliness, and power shall be maintained within vendor specifications to avoid computer downtime and malfunctions. The division with administrative control shall designate and train employees to monitor environmental control procedures, equipment and response procedures in case of emergencies or equipment problems.

**Directive 3.3.1**

Environmental control requirements will be considered during the design and planning phase in acquisition of new facilities and systems.

**STANDARD 3.4: Power Supplies.**

Equipment shall be reasonably protected from power failures and other electrical anomalies. A suitable electrical supply shall be provided which:

- a) may include an uninterruptible power supply (UPS) for equipment supporting critical business operation to support orderly shut down or continuous running. Equipment shall be regularly checked to ensure it has adequate capacity and tested in accordance with the manufacturer's recommendations;
- b) may include a back-up generator;
- c) may include multiple feeds to avoid a single point of failure in the power supply; and/or
- d) may include surge protection devices.

**Directive 3.4.1**

The ISM will document which Information Resource facilities or specified equipment within each facility are covered by this Standard.

**STANDARD 3.5: Cabling Security.**

Power and telecommunications cabling carrying information or supporting information services shall be protected from interception or damage.

**Directive 3.5.1**

The ISM will document what existing power and/or cabling is covered by this Standard and communicate that to AHCA management for appropriate protective action.

**STANDARD 3.6: Security of Equipment**

Regardless of ownership, the use of any equipment (inside or outside the Agency's premises) for information processing of state business requires approval of AHCA management. The security provided off-site equipment should be equivalent to that for on-site equipment used for the same purpose, taking into account the risks of accessing AHCA data while working outside the Agency's premises. Information processing equipment may include, but is not limited to, all forms of personal computers, personal digital assistants, mobile telephones, or similar devices, which are held for home working or are being transported away from the normal work location.

**Directive 3.6.1**

Each Division will ensure that any vendor providing outsourced services to that Division will adhere to the ITSP policies as a minimum standard.

**Directive 3.6.2**

Each Division will document the appropriate security procedures for all IT approved devices. AHCA management will ensure that their employees strictly adhere to the approved device list and related security procedures. In the case that AHCA management approves the purchase of any devices not approved by IT, is their responsibility to ensure that those devices provide the equivalent security of on-site equipment.

**AREA 4: Logical and Data Access Controls**

**STANDARD 4.1: Personal Identification, Authentication and Access**

Except for public users of Information Resources where such access is authorized or for situations where risk analysis demonstrates no need of individual accountability of users, each User of a multiple-user Information Resource will be assigned a unique personal identifier or User identification. User identification will be authenticated before access is granted.

**Directive 4.1.1 (Unique identification)**

The Owner will ensure that unique identification will be assigned to Users, Programs, or Processes (e.g. entry of Confidential Information into a computer program) of Information Resources.

**Directive 4.1.2 (Authorization)**

User, Program, or Process identification shall be granted in writing by the appropriate supervisory level for the purpose of Information Resource access.

**Directive 4.1.3 (Authentication)**

The actual access to information shall require User, Program, or Process identification authentication.

**STANDARD 4.2: Access Cancellation/Removal**

A User's access authorization will be removed when the User's employment is terminated or the User transfers to a position where access to the Information Resources is no longer required.

**Directive 4.2.1**

The User's supervisor will notify the Division of Information Technology by using the Network Access Form to ensure that Information Resource privileges will be immediately revoked when a User's relationship is terminated or when it is determined that a User no longer requires access.

**STANDARD 4.3: Password Conformance**

Systems which use passwords will conform to the standard developed by the ISM.

**Directive 4.3.1**

The Owner will ensure that all systems that access Confidential Information will require a password.

**Directive 4.3.2**

The Owner will ensure that Passwords will conform to the ITSP standard to be developed by the ISM.

**Directive 4.3.3**

Users are responsible for protecting unauthorized access to Confidential Information through the use of their PC by the proper application of network and system sign-on passwords, locking their PCs through the use of the network Lock Workstation function, the use of screen saver passwords.

**STANDARD 4.4: Data Integrity**

Controls will be established to ensure the accuracy and completeness of information. Information Resource Owners will ensure that information comes from the appropriate source for the intended use.

**Directive 4.4.1**

Appropriate programming logic checks assessing information accuracy and completeness will be determined by the Information Resource Owners.

**Directive 4.4.2**

Review processes will be established by the Owners in their respective Division's Information Technology Security Plan to safeguard the accuracy of the information.

**Directive 4.4.3**

Owners and Approvers will ensure that the information comes from the appropriate source and has not been altered or destroyed in an unauthorized manner.

**Directive 4.4.4**

Information Technology will ensure that Information Resources under its control will be protected from corruption and loss due to computer viruses. Division Directors will take responsibility for any Information Resources not under IT's control.

**Directive 4.4.5**

Information resource owners will ensure that appropriate safeguards will be employed to protect data while transmitted or stored electronically.

**STANDARD 4.5: Separation of Functions**

Owners will identify tasks which are susceptible to fraud or other unauthorized activities and develop procedures for these tasks that ensure adequate separation of functions and supervisory review to mitigate the risk of inappropriate activity.

**Directive 4.5.1**

The tasks which are susceptible to fraud or other unauthorized activities will be determined by the Owner and procedures that ensure adequate separation will be developed.

**STANDARD 4.6: Testing Controls and Program Maintenance**

The test functions will be kept either physically or logically separate from the production functions.

**Directive 4.6.1**

Processes to migrate application software and data from test environments to production environments will be established through a Change Control Process.

**Directive 4.6.2**

Processes to implement new operating systems software and new third-party software will be established through a Change Control Process.

**Directive 4.6.3**

Where appropriate (i.e. where the installation or migration could potentially impact production systems) processes to implement new hardware will be established through a Change Control Process.

## **AREA 5: Network Security**

### **STANDARD 5.1: Resource Sensitivity**

Network resources participating in the transmission of Confidential Information will have the necessary security features installed to ensure the protection of that information. Controls will be implemented commensurate with the appropriate risk.

#### **Directive 5.1.1**

Information Technology shall be responsible for the security of the network resources which they control and request periodic review of compliance with the ITSP of network resources under the control of outside entities (e.g. Department of Management Services, Providers, etc.).

#### **Directive 5.1.2**

The network will contain automated alarms, where appropriate, that will sense and report on abnormal conditions.

### **STANDARD 5.2: Encryption Requirement**

While in transit, Confidential Information or information which in and of itself is sufficient to authorize disbursement of state funds will be encrypted if the complete network is not under positive state control, or if any portion of the network is accessible to personnel who have not been authorized access to the information.

#### **Directive 5.2.1**

Owners, with approval of the Secretary, AHCA can authorize acceptance of the risks of not encrypting the information based on evaluation of the costs of encryption against exposures to all relevant risks.

#### **Directive 5.2.2**

Owners shall conduct risk analysis to determine encryption requirements for information in transit.

#### **Directive 5.2.3**

IT will ensure that the most appropriate encryption standard will be utilized taking into consideration the network infrastructure, applications, and information to be encrypted.

#### **Directive 5.2.4**

Outgoing AHCA exchange e-mail will be scanned for possible confidential information, automatic encryption should take place on such e-mail.

### **STANDARD 5.3: Network Access**

For services other than those authorized for the public, Users of AHCA network services will have their identity authenticated (e.g. by userid and password) to the systems being accessed.

#### **Directive 5.3.1**

Remote dial-up, wireless, and VPN access will be subject to established personal identification and password authentication controls.

#### **Directive 5.3.2**

Controls will be installed, where appropriate, to control and monitor access to the network by dial-up, wireless, and VPN devices.

## **AREA 6: Backup and Business Recovery**

### **STANDARD 6.1: Backing up of Data**

Data and software essential to the continued operation of critical AHCA functions will be backed up. The security controls over the backup resources will be at least as stringent as the protection required of the primary resources.

#### **Directive 6.1.1**

Adequate system and information backups will be performed on a regular basis and stored in one or more secured, off-site area(s). If AHCA elects to contract with a Provider to house the data backups, the Provider's security procedures will need to be at least as stringent as the relevant Directives contained within the ITSP.

#### **Directive 6.1.2**

Backup logs and restore testing will be performed to insure archival integrity.

#### **Directive 6.1.3**

The IT Database Administrator will ensure that appropriate database archiving facilities allow adequate backup of all production database information.

#### **Directive 6.1.4**

Each user is responsible for backing up the data that is essential to critical State functions which is not stored on a central AHCA server (including, but not limited to, data stored on the user's PC, thumb drive, diskettes, CD's, or any other digital storage medium). It is each user's responsibility to ensure the security of such backup data by protecting it commensurate with its business value to AHCA in fulfilling the agency's duties and responsibilities.

#### **Directive 6.1.5**

Other Information Resources not maintained by IT and containing Confidential Information will be backed up by the responsible division on a documented regular schedule and stored in a secure, off-site area.

#### **Directive 6.1.6**

Retention schedules shall be established for all backups maintained by the Agency.

### **STANDARD 6.2: Disaster Recovery and Business Continuity Planning**

All Information Resource Owners', Approvers' and Users' functions identified as critical to the continuity of governmental operations will have written and cost effective contingency plans to provide for the prompt and effective continuation of critical State missions in the event of a disaster. These plans will be developed by the Division of Information Technology and the Bureau of Support Services.

#### **Directive 6.2.1**

An Information Technology Disaster Recovery Plan (ITDRP) will be developed and maintained by the Division of Information Technology for those Information resources under its positive control in coordination with each respective division.

#### **Directive 6.2.2**

Information resources not under the Division of Information Technology's direct control will be the responsibility of the respective division to ensure appropriate ITDRP and Continuity of Operations Plans (COOP) are developed, maintained and periodically tested.

#### **Directive 6.2.3**

A Continuity of Operations Plan (COOP) will be developed and maintained by the Bureau of Support Services.

#### **Directive 6.2.4**

Scheduled testing of the ITDRP and COOP will be controlled by the appropriate plan administrators.

**AREA 7: Personnel Issues, Security Awareness and Training**

**STANDARD 7.1: General Employee Requirements**

Every employee will be held responsible for Information Resource security to the degree that his or her job requires the use of Information Resources. Fulfillment of security responsibilities is mandatory. The AHCA is authorized to and will enforce compliance with security responsibilities through disciplinary actions, up to and including dismissal, civil penalties or criminal penalties.

**Directive 7.1.1**

Each employee is responsible for the Information Resource under his/her control.

**Directive 7.1.2**

Each employee has a duty to secure Information Resources.

**Directive 7.1.3**

AHCA will discipline, and/or refer to appropriate agencies for prosecution, employees who violate security policies, standards and directives.

**STANDARD 7.2: Security Awareness**

The AHCA will provide an ongoing awareness program in information security and in the protection of Information Resources for all personnel whose duties bring them into contact with Confidential Information. Security awareness for personnel will be ongoing. Security awareness will not be limited to formal training sessions, but will include ongoing briefings and continual reinforcement of the value of security consciousness.

**Directive 7.2.1**

Ongoing security awareness will be provided to all AHCA personnel by the respective Division's Data Security Administrator with assistance from the ISM.

**Directive 7.2.2**

Each Division of AHCA will be responsible for providing training or security awareness notification of appropriate procedures for handling Confidential Information specific to each unit. Records of training will be maintained by the Division.

**Directive 7.2.3**

The Information Resource Owner will ensure that non-AHCA personnel (i.e. Providers, etc.) also receive appropriate training.



## **AREA 8: Audits, Incident Reporting, and Response**

### **STANDARD 8.1: Systems Acquisition**

Appropriate information security and audit controls will be incorporated into new and existing systems that contain Confidential Information.

#### **Directive 8.1.1**

Owners of new Information Resources will determine if the resource is public or confidential and the ISM will implement appropriate measures.

#### **Directive 8.1.2**

All proposed purchases of hardware, network, software, and database components; and all developed software must be capable of conforming to all security-related standards.

#### **Directive 8.1.3**

Security components will be included in User training for newly developed or acquired Information Resources.

### **STANDARD 8.2: Audit of the Security Function**

Audits and Assessments of the AHCA information security function will be performed on a periodic basis, when there are major system changes, or as directed by the Secretary, AHCA.

#### **Directive 8.2.1**

Periodic reviews and audits of system access to Confidential Information will be conducted by the ISM.

#### **Directive 8.2.2**

The Inspector General will perform required internal audits of AHCA information security function and systems.

### **STANDARD 8.3: Transaction History**

The Division of Information Technology will maintain the ability to track access to Confidential Information

#### **Directive 8.3.1**

Access to Confidential Information shall be monitored.

#### **Directive 8.3.2**

Auditing capabilities will be implemented for the purpose of identifying attempted unauthorized access to the Information Resources.

### **STANDARD 8.4: Incident Reporting**

Any actual or suspected security incidents and breaches or violations will be promptly investigated and reported to the appropriate authorities.

#### **Directive 8.4.1**

Any individual who becomes aware of a breach or suspected breach of security shall immediately report it to their supervisor and the ISM. Procedures for recording and responding to security breaches will be maintained by the AHCA Computer Incident Response Team (CSIRT).