



RICK SCOTT
GOVERNOR

Better Health Care for all Floridians

ELIZABETH DUDEK
SECRETARY

January 22, 2013

Prospective Vendor:

Subject: Solicitation Number: AHCA RFP 028-12/13

Title: Medicaid Managed Care External Quality Review (EQR) Program

This solicitation is being re-issued by the State of Florida, Agency for Health Care Administration, hereinafter referred to as AHCA or "Agency", to select a vendor to provide services for the Medicaid Managed Care External Quality Review Program for the State of Florida. The solicitation package consists of this transmittal letter and the following attachments:

- Attachment A - PUR 1001, State of Florida General Instructions to Respondents
- Attachment B - PUR 1000, State of Florida General Contract Conditions
- Attachment C - Special Conditions
- Attachment D - Scope of Services
- Attachment E - Evaluation Criteria
- Attachment E-1 - Submission Requirements and Evaluation Criteria Components
- Attachment F - Past Performance – Client Reference Form
- Attachment G - Required Certifications
- Attachment H - Standard Contract
- Attachment I - Certification of Drug-Free Workplace Form
- Attachment J - Cost Proposal
- Attachment J-1 - Detailed Budget
- Attachment J-2 - Renewal Period Cost Proposal
- Attachment J-3 - Renewal Period Detailed Budget
- Attachment K - Required Statements
- Attachment L - Vendor Certification Regarding Scrutinized Companies Lists
- Attachment M - 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 its 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.



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 the RFP.

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

Sincerely,

Lance Dyal

Lance Dyal
Operations Review Specialist
Procurement Office

Attachments

ATTACHMENT A
State of Florida
PUR 1001
General Instructions to Respondents

Contents

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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:
 - o 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
 - o 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://fcf.state.fl.us/owa_vbs/owa/vbs_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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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://dls.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 RFP 028-12/13
- C.2 Solicitation Type:** Request for Proposal (RFP)
- C.3 Solicitation Title:** (Re-Issue) Medicaid Managed Care External Quality Review (EQR) Program
- C.4 Date of Issuance:** January 22, 2013
- C.5 Issuing Officer:** Lance Dyal, Operations Review Specialist
Agency for Health Care Administration
Procurement Office
Building 2, Suite 203, Mail Stop 15
2727 Mahan Drive
Tallahassee, FL 32308-5403
Fax # 850-488-0317
Email: procurementadminist@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://fcf.state.fl.us/owa_vbs/owa/vbs_main_menu).

ACTIVITY	DATE/TIME	LOCATION
Solicitation Issued by Agency	January 22, 2013	Electronically Posted http://myflorida.com/apps/vbs/vbs_main_menu
Deadline for Receipt of Written Inquiries	February 5, 2013 @ 5:00 p.m.	2727 Mahan Drive, MS# 15 Tallahassee, FL 32308-5403
Anticipated date for Agency Responses to Written Inquiries	February 19, 2013	Electronically Posted http://myflorida.com/apps/vbs/vbs_main_menu
Deadline for Receipt of Responses	March 5, 2013 @ 2:00 p.m.	Address Provided in C.5 above
Public Opening of Responses	March 5, 2013 @ 2:00 p.m.	2727 Mahan Drive, Building 2 Operations Conference Room, 2 nd Floor, Room 200 Tallahassee, FL 32308-5403
Anticipated Posting of Notice of Intent to Award	April 2, 2013	Electronically Posted http://myflorida.com/apps/vbs/vbs_main_menu

C.7 Mandatory Requirements:

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

C.8 Restriction on Communications:

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

C.9 Vendor Questions:

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

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

C.10 Solicitation Addenda:

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

C.11 Public Opening of Responses:

Responses shall be opened on the date and at the location indicated in the 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) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Agency by using the Florida Relay Service at (800) 955-8771 (TDD).

C.12 Cost of Response Preparation:

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

C.13 Independent Preparation of Response:

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

C.14 Required Certifications:

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

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

FAILURE TO SUBMIT ATTACHMENT G, REQUIRED CERTIFICATIONS, SIGNED BY AN AUTHORIZED OFFICIAL WITHOUT EXPLANATION(S) OR CAVEAT(S), WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ATTACHMENT G IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT: <http://ahca.myflorida.com/Procurements/index.shtml>.

C.15 Proposal Guarantee:

The original response must be accompanied by an original proposal guarantee payable to the State of Florida in the amount of **\$641,250.00**. 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 RFP.

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

FAILURE TO INCLUDE THE ORIGINAL PROPOSAL GUARANTEE WITH THE SUBMISSION OF THE ORIGINAL RESPONSE WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE.

C.16 Prohibition of Gratuities:

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

C.17 Type of Contract Contemplated:

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

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

C.18 Number of Awards:

The Agency anticipates issuance of one (1) contract for services under this RFP. The Agency, at its sole discretion, shall make this determination.

C.19 Term of Contract:

The anticipated term of the resulting contract is July 1, 2013 through June 30, 2018. The term of the resulting contract is subject to change based on the actual execution date of the resulting contract. The estimated Agency budget is **\$6,412,500.00** to provide services for the Medicaid Managed Care External Quality Review Program for the State of Florida.

In accordance with Section 287.057(14), Florida Statutes, the contract resulting from this RFP may be renewed for a period that may not exceed three (3) years or the term of the resulting original contract whichever period 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.

Pursuant to Chapter 2010-151, Laws of Florida, Section 47, the Agency shall review existing contract renewals and re-procurements with the Vendor in an effort to reduce contract payments by at least 3 percent (3%), but not affect the level and quality of services.

C.20 Performance Bond:

A performance bond in the amount of ten percent (10%) of the total annual amount of the resulting contract shall be furnished to the Agency by the successful vendor. The bond must be furnished to the Issuing Officer identified in Section C.5 within thirty (30) calendar days after execution of the resulting contract and prior to commencement of any work under the resulting contract. Thereafter, the bond shall be furnished on an annual basis, thirty (30) calendar days prior to the new contract year and be in the amount of ten percent (10%) of the current annual contract amount.

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.21 Venue:

The contract resulting from this RFP shall be delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of the 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 contract. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

C.22 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 resulting contract performance shall constitute a breach of the resulting contract. The right of the state and its authorized representatives to perform inspections shall continue for as long as the successful vendor is required to maintain records. The successful vendor will be responsible for all storage fees associated with the medical records maintained under the resulting contract. The successful vendor is also responsible for the shredding of medical records that meet the retention schedule noted above.

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

C.23 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.24 Confidentiality of Beneficiary Information:

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

Any patient-specific information received by the successful vendor can be shared only with those agencies that have legal authority to receive such information and cannot be otherwise transmitted for any purpose other than those for which the successful vendor is retained by the

Agency. The successful vendor must have in place written confidentiality policies and procedures to ensure confidentiality and to comply with all federal and state laws (including the Health Insurance Portability and Accountability Act [HIPAA]) governing confidentiality, including electronic treatment records, facsimile mail, and electronic mail).

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

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

C.25 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.26 EEO Compliance:

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

C.27 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.28 Certification Regarding Debarment and Suspension:

If the contract to be awarded as a result of this RFP is funded in part by federal funds that exceed the \$25,000 requirement, the successful vendor shall be required to sign a Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion as part of the contracting process.

C.29 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.30 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; Chapters 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.31 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 shall 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 or copyright, the successful vendor shall retain all rights and entitlements to that pre-existing patent or copyright, unless this RFP and the resulting contract provide otherwise.

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

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

Where activities supported by the contract resulting from this RFP produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Agency has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Agency to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, shall vest in the State of Florida, Department of State for the exclusive use and benefit of the state. Pursuant to Section 286.021, Florida Statutes, no person, firm, corporation, including parties to the resulting

contract shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida Department of State.

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

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

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

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

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

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

C.32 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 – 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 vendor during the term of the contract resulting from this solicitation and shall also include a requirement in its subcontracts that the subcontractor utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor performing work or providing services pursuant to the contract resulting from this solicitation.

C.33 Scrutinized Companies List:

The respondent shall complete Attachment L, 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 (F.S.). Pursuant to section 287.135(5), F.S., the respondent agrees the Agency may immediately terminate the resulting contract for cause if the respondent is found to have submitted a false certification or if the respondent is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the resulting contract.

FAILURE TO SUBMIT ATTACHMENT L, VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST, SIGNED BY AN AUTHORIZED OFFICIAL, WILL RESULT IN THE REJECTION OF THE RESPONSE. THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ATTACHMENT L IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT:
<http://ahca.myflorida.com/Procurements/index.shtml>.

C.34 MyFloridaMarketPlace Vendor Registration and Transaction Fee:

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.

MyFloridaMarketPlace Transaction Fee

The Contract will be exempted by the Florida Department of Management Services from paying the 1% transaction fee per Rule 60A-1.032 (a & b), Florida Administrative Code.

C.35 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.36 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 employees not otherwise protected.

The successful 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 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.37 State Project Plan:

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

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

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

2. **Environmental Considerations:** The State supports and encourages initiatives to protect and preserve our environment. The respondent shall submit as part of this plan, the respondent's plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. 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 of the 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 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 contract the person, firm or other business entity carrying out the provisions of the 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.38 General Instructions for Response Preparation and Submission:

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

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

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

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

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

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

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

All information included in the response (including, without limitation, technical and cost information) and any resulting contract that incorporates the successful proposal (fully, in part,

or by reference) shall be a matter of public record regardless of copyright status. Submission of a response to this RFP shall constitute a waiver of any copyright protection which might otherwise apply to the production, disclosure, inspection and copying of such documentation.

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

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

The RFP response shall consist of the following parts:

A. Mandatory Documentation

1. Transmittal (Cover) Letter

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

2. Proposal Guarantee

The proposal guarantee shall be included with the transmittal (cover) letter in the original response, as specified in Section C.14, 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.)

In the space provided on Attachment F, the respondent must list all names under which it has operated during the last five (5) years. Also, in the spaces provided on Attachment F, the respondent (not intended subcontractors) must provide the information indicated for three (3) separate and verifiable, Non-Agency, clients. The clients listed must be for work similar in nature to that specified in this RFP. 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 on Attachment F.

Clients that are listed as subcontractors in the respondent's proposal will not be accepted as Past Performance references under this RFP. 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 RFP.

In the event that respondents submit a response as a joint venture or legal partnership, at least one (1) past performance client must be listed for each member of the joint venture or legal partnership. However, the total minimum number of clients to be listed remains three (3).

The Agency will review its records to identify all contracts that the respondent has undertaken with the Agency as the prime vendor since January 22, 2008. In the event the respondent has performed work as a prime vendor for the Agency within the timeframe specified above, the Agency will attempt to contact one (1) Agency reference and two (2) non-Agency references from those provided by the respondent to complete the Evaluation Questionnaire for Past Performance.

In the event that the respondent has not performed work as a prime vendor for the Agency within the timeframe specified above, the Agency will attempt to contact the three (3) client references provided by the respondent to complete the Evaluation Questionnaire for Past Performance. The total number of clients contacted (Agency and Non-Agency) to complete an Evaluation Questionnaire for Past Performance for any response will be three (3).

References should be available for contact during normal business hours, 9:00 AM – 5:00 PM, Eastern Time. The Agency will attempt to contact each reference by telephone up to four (4) times. In the event the contact person indicated cannot be reached following four (4) attempts, the respondent will receive a score of zero (0) for that reference evaluation. The Agency will not attempt to correct incorrectly supplied information.

Additionally, 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(24), Florida Statutes.

FAILURE TO SUBMIT THREE (3) SEPARATE, NON-AGENCY CLIENT REFERENCES AS REQUIRED WILL RESULT IN THE REJECTION OF THE RESPONSE. THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ATTACHMENT F IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT: <http://ahca.myflorida.com/Procurements/index.shtml>.

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 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:

- A copy of the respondent's audited financial statements (or parent organization's audited financial statements with organizational chart).
- Audited financial statements must be current; the period covered by the audit cannot be more than one (1) fiscal year and 120 days old from the solicitation advertisement date.
- 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.

Financial information will be reviewed by an Agency Certified Public Accountant (CPA) to determine the respondent's financial stability. **Information more than one (1) fiscal year and 120 days old from the solicitation advertisement date will not be accepted.**

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

FAILURE TO SUBMIT FINANCIAL INFORMATION AS REQUIRED WILL RESULT IN REJECTION OF THE RESPONSE.

D. Cost Proposal and Detailed Budget (Must be submitted on pages provided as Attachments J through J-3)

The respondent shall submit one (1) original cost proposal (Attachment J), one (1) original detailed budget (Attachment J-1), one (1) renewal period cost proposal (Attachment J-2), and one (1) renewal period detailed budget (Attachment J-3) with its original response. Attachments J through J-3 shall be labeled and tabbed separately.

The Agency **will not** agree to caveats in the proposed prices within Attachments J through J-3. Responses which include caveat language for pricing will be viewed as a conditional response and the Agency may reject the response at its sole discretion.

FAILURE TO SUBMIT ATTACHMENT J, COST PROPOSAL AND ATTACHMENT J-1, DETAILED BUDGET, WILL RESULT IN THE REJECTION OF THE RESPONSE. THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ATTACHMENTS J THROUGH J-3 ARE AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT:
<http://ahca.myflorida.com/Procurements/index.shtml>.

E. 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.

2. **Executive Summary**

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

SEE ATTACHMENT E-1, SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS FOR ITEMS 3 THROUGH 17. ATTACHMENT E-1 IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT:

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

RESPONDENTS TO THIS RFP ARE REQUIRED TO SUBMIT THEIR RESPONSES UTILIZING ATTACHMENT E-1, SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS. THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. RESPONSES WHICH DO NOT INCLUDE ATTACHMENT E-1, SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS WILL BE REJECTED.

C.39 Other Required Documentation:

The following statements contained in Attachment K, Required Statements, must be submitted with the response:

1. **Statement of Quality Improvement Organization Status** – certifying that the respondent is a Federally designated Quality Improvement Organization or a QIO-like Entity eligible for enhanced federal matching funds prior to the execution of the Contract, and must maintain this designation for the life of the Contract.
2. **Statement of No-Monetary Penalty** – certifying that the respondent has not been assessed a monetary penalty or liquidated damages for insufficient performance by a State or the Federal government within the last two (2) years.
3. **Statement of No Contract** - certifying that the respondent has not contracted with any provider that is intended to be monitored by the vendor under the entire term of the Contract resulting from this RFP.
4. **Statement of Competence** – certifying that the respondent currently has and shall maintain during the term of the Contract resulting from this RFP, the following qualifications of competence:
 - a) Staff with demonstrated experience and knowledge of:
 - 1) Medicaid recipients, policies, data systems, and processes;
 - 2) Managed care delivery systems, organizations, and financing;
 - 3) Quality assessment and improvement methods; and
 - 4) Research design and methodology, including statistical analysis.
 - b) Sufficient physical, technological, and financing resources to conduct External Quality Review (EQR) and EQR-related activities.
 - c) Other clinical and nonclinical skills necessary to carry out EQR and EQR-related activities and to oversee the work of any subcontractors.

5. Statement of Independence – certifying that the respondent is independent because there has been no involvement in the following:

- a) Review of a particular Managed Care Organization (MCO) if either the External Quality Review Organization (EQRO) or the MCO exerts control over the other (as defined in 48 CFR 19.101) through:
 - 1) Stock ownership;
 - 2) Stock options and convertible debentures;
 - 3) Voting trusts;
 - 4) Common management, including interlocking management; and
 - 5) Contractual relationships.
- b) Delivery of any health care services to Medicaid recipients;
- c) Conducting, on the State's behalf, any ongoing Medicaid managed care program operations related to oversight of the quality of MCO services, except for the related activities specified in 42 CFR 438.358; or
- d) Have a present, or know of a future, direct or indirect financial relationship with an MCO that it will review as an EQRO.

FAILURE TO SUBMIT ATTACHMENT K, REQUIRED STATEMENTS, SIGNED BY AN AUTHORIZED OFFICIAL, WILL RESULT IN THE REJECTION OF THE RESPONSE. THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ATTACHMENT K IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT: <http://ahca.myflorida.com/Procurements/index.shtml>.

C.40 Conflict of Interest Mitigation Plan

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

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

The Conflict of Interest Mitigation Plan will be evaluated as acceptable or not acceptable and will be used to determine vendor responsibility, as defined in Section 287.012(24), Florida Statutes. The Agency reserves the right to request additional information from the vendor or other sources, as deemed necessary, to determine whether or not the plan adequately neutralizes, mitigates, or avoids the identified conflicts.

C.41 Response Clarification:

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

C.42 Joint Ventures and/or Legal Partnerships:

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

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

In 2002, the Centers for Medicare and Medicaid Services (CMS) released final rules for the Balanced Budget Act (BBA) passed by Congress in 1997. Implemented in August 2003, the rules represent the first comprehensive revision to federal statutes governing Medicaid managed care in over a decade. The regulations revised the Medicaid managed care program by modifying federal statute to:

- A. Allow states to mandate the enrollment of certain Medicaid recipients into Managed Care Organizations (MCOs) without having to first seek a waiver of federal statutory requirements;
- B. Eliminate requirements on the composition of enrollment in MCOs that had not been proven to be effective;
- C. Apply consumer protections that were receiving widespread acceptance in the commercial and Medicare marketplaces to Medicaid recipients; and
- D. Apply the advances and developments in health care quality improvement that are commonly used in the private sector to Medicaid managed care programs (42 CFR Part 438, subparts A through J).

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

The BBA requires that the quality strategy either adopt (1) DHHS protocols for independent external review of MCO compliance with federal quality standards (42 CFR 438.358), released by DHHS February 11, 2003, or (2) be consistent with them.

Pursuant to this directive, the Agency implemented the Medicaid Managed Care External Quality Review (EQR) Program. The Agency utilizes DHHS monitoring protocols to monitor managed care organizations and validate performance improvement projects, along with National Committee for Quality Assurance (NCQA) and Agency quality standards. The primary purposes of the EQR Program are to:

- A. Provide the Agency with an annual external and independent review of access to, timeliness of, and quality outcomes of the services included in the contracts between the Agency and the MCOs providing health care to Florida Medicaid recipients enrolled in Medicaid managed care programs; and
- B. Monitor each MCO's internal quality assessment and performance improvement program on a continuing basis.

The annual external and independent review must meet the requirements of Sections 1903(a)(3), 1932(c)(2), and 1902(a)(4) of the Social Security Act and 42 CFR, Parts 433 and 438, the Final Rule promulgated by DHHS, published in final form January 24, 2003, and shall utilize external quality review protocols. Information regarding current protocols can be accessed at the following links:

http://www.ssa.gov/OP_Home/ssact/title19/1900.htm

<http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Quality-of-Care/Quality-of-Care-External-Quality-Review.html>

In 2011, the Florida Legislature passed House Bill 7107 creating part IV of Section 409, Florida Statutes (F.S.) to establish the Florida Medicaid program as a statewide, integrated managed care program for all covered services. This program is referred to as Statewide Medicaid Managed Care (SMMC) and includes two (2) components: medical assistance and long-term care. While SMMC managed care plans will be subject to External Quality Review, this RFP does not address some of Florida's managed care programs, such as its Children's Medical Services Network, which is a Primary Care Case Management Program (PCCM).

Pursuant to 42 CFR 438.350, State Medicaid agencies are required to ensure that a qualified External Quality Review Organization (EQRO) perform an annual EQR for each contracting MCO or Prepaid Inpatient Health Plan (PIHP). For the purposes of this RFP, EQR relates to the following types of MCOs and PIHPs, which shall be collectively referred to as MCOs:

- A. Health Maintenance Organizations (HMO);
- B. Exclusive Provider Organizations (EPO);
- C. Provider Service Networks (PSN);
- D. Prepaid Mental Health Plans (PMHP);
- E. Child Welfare Prepaid Mental Health Plans (CWPMHP);
- F. Nursing Home Diversion Program (NHDP);
- G. Statewide Inpatient Psychiatric Program (SIPP);
- H. Prepaid Dental Health Plan Program (PDHP); and
- I. Medicaid Reform Plans.

Other plan types (e.g. Accountable Care Organizations) that participate in SMMC will be included in the EQR activities as well when SMMC is fully implemented.

D.2 Purpose

The purpose of this RFP is to request proposals from qualified organizations wishing to provide services for the Medicaid Managed Care External Quality Review Program for the State of Florida.

D.3 Vendor Qualifications

To be considered for award of the Contract resulting from this RFP, the Vendor must meet the following minimum qualifications:

- A. Be a Federally designated Quality Improvement Organization (QIO), formerly known as Utilization and Quality Control Peer Review Organizations (PRO), 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; and must maintain this designation for the life of the Contract resulting from this RFP;

- B. Not have been assessed a monetary penalty or liquidated damages for insufficient performance by a State or the Federal government within the last two (2) years;
- C. Not contract with any provider that is intended to be monitored by the Vendor under the entire term of the Contract resulting from this RFP; and
- D. Meet the following competence and independence requirements set forth in 42 CFR 438.354:

1) Competence: The EQRO must have at a minimum the following:

- a) Staff with demonstrated experience and knowledge of:
 - 1. Medicaid recipients, policies, data systems, and processes;
 - 2. Managed care delivery systems, organizations, and financing;
 - 3. Quality assessment and improvement methods; and
 - 4. Research design and methodology, including statistical analysis.
- b) Sufficient physical, technological, and financing resources to conduct EQR and EQR-related activities.
- c) Other clinical and nonclinical skills necessary to carry out EQR and EQR-related activities and to oversee the work of any subcontractors.

2) Independence: To qualify as "independent", an EQRO may not:

- a) Review a particular MCO if either the EQRO or the MCO exerts control over the other (as used in this paragraph, "control" has the meaning given in the term in 48 CFR 19.101) through:
 - 1. Stock ownership;
 - 2. Stock options and convertible debentures;
 - 3. Voting trusts;
 - 4. Common management, including interlocking management; and
 - 5. Contractual relationships.
- b) Deliver any health care services to Medicaid recipients;

- c) Conduct, on the State's behalf, ongoing Medicaid managed care program operations related to oversight of the quality of MCO services, except for the related activities specified in 42 CFR 438.358; or
- d) Have a present, or know of a future, direct or indirect financial relationship with an MCO that it will review as an EQRO.

D.4 Entities to be Included in the Medicaid Managed Care EQR Program

All services provided under the Medicaid Managed Care EQR Program must comply with the requirements of 42 CFR Parts 433 and 438, Medicaid Program for External Quality Review of Medicaid Managed Care Organizations, Final Rule. General descriptions of the entities to be included in the Medicaid Managed Care EQR Program are provided below. As SMMC becomes fully implemented by 2015, the Agency expects shifts in the number(s) of specific MCO types (i.e. increases and decreases) that will be subject to the requirements of the Medicaid Managed Care EQR Program. The Vendor shall provide EQR Program services to all eligible MCO types during the entire term of the resulting Contract.

A. Health Maintenance Organizations (HMO)

HMOs provide prepaid Medicaid services to defined populations of enrolled Medicaid recipients. As of May 2012, there were eighteen (18) Medicaid HMOs statewide with a joint enrollment of approximately 1,182,576 recipients. This plan type operates in both reform and non-reform counties.

B. Exclusive Provider Organization (EPO)

An EPO is an organization of individual providers or groups of providers under contract with the Agency as the only entity that provides and manages patient/consumer care to a specific population to ensure adequate access to primary care, reduce inappropriate utilization, control program costs, and improve health outcomes. Florida does not currently have any operational EPOs, however the State is currently accepting provider applications.

C. Provider Service Network (PSN)

A PSN is an organized health system operated by health care providers offering integrated systems of care to Medicaid recipients. Florida currently has eight (8) Medicaid PSNs and thirty-seven (37) counties have at least one (1) PSN. The enrollment as of May 1, 2012 was approximately 1,254,228 recipients. This plan type operates in both reform and non-reform counties.

D. Prepaid Mental Health Plan (PMHP)

PMHPs are comprehensive managed mental health care service plans that are available to a defined population of enrolled Medicaid recipients. As of May 2012, there were eleven (11) Prepaid Mental Health Plan providers with one or more in each of the Medicaid Areas with the exception of Area 10. The current enrollment is approximately 618,844 recipients. With the implementation of SMMC this MCO type will be phased out.

E. Child Welfare Prepaid Mental Health Plan (CWPMHP)

The CWPMHP serves children with an open case in the Florida Department of Children and Families' (DCF) Florida Safe Families Network. The CWPMHP must be, in part, operated by community-based care organizations (privatized foster care agencies). As of May 2012, Florida has one (1) Child Welfare Prepaid Mental Health plan that is operational in all areas of the state except for Area 1. The current enrollment is 22,040 recipients. With the implementation of SMMC this MCO type will be phased out.

F. Nursing Home Diversion Program (NHDP)

The purpose of the Nursing Home Diversion Program is to divert patients qualified for nursing home care to an alternate community setting. The Agency's partner in the management of this managed care program is the Department of Elder Affairs (DOEA). As of May 2012, there were sixteen (16) providers and 19,283 recipients in the program. With the implementation of SMMC this MCO type will be phased out.

G. Statewide Inpatient Psychiatric Program (SIPP)

A SIPP provides medically necessary services to high-risk individuals under the age of eighteen (18) who meet clinical criteria for this level of care, as established by prior authorization. Children and adolescents may be referred by DCF and must be prior-approved for admission into the SIPP by the Agency's Utilization Management (UM) vendor. With the implementation of SMMC, this service will be included in Medicaid medical assistance managed care plans.

H. Prepaid Dental Health Plan Program (PDHP)

The purpose of the prepaid dental health plan is to provide Medicaid covered dental services to eligible children under the age of twenty-one (21), to expand the use of dental management organizations in order to improve access, contain cost, and eliminate fraud. As of December 1, 2012, there were two (2) PDHPs operating statewide and the enrollment was just over 1.4 million recipients. With the implementation of SMMC, these services will be provided by Medicaid medical assistance managed care plans.

D.5 Services to be Provided by the Agency

To assist in the successful completion of services required by the EQR Program, the Agency will:

- A. Notify MCOs regarding the implementation of the EQR Program;
- B. Monitor and evaluate Vendor compliance with the requirements of the EQR Program and the resulting Contract;
- C. Provide the Vendor and MCOs with appropriate instructions, submission timetables, and technical assistance when required;
- D. Provide the Vendor with recipient information;

- E. Provide notification of Medicaid policy changes in a timely manner;
- F. Provide the names, addresses, telephone numbers, and provider enrollment numbers for Medicaid providers for which the Agency has determined that review and notification are required, as well as the contact information for appropriate Agency and DOEA unit staff;
- G. Conduct a timely review of all materials submitted to the Agency by the Vendor for review;
- H. Provide the Vendor with training in the appropriate use of the Florida Medicaid Management Information System (FMMIS) and Decision Support System (DSS);
- I. Provide the Vendor with policy training for all Medicaid programs pertinent to the performance of the resulting contract; and
- J. Select special studies to be performed by the Vendor, when needed.

D.6 Services to be Provided by the Vendor

The selected Vendor, also referred to as the Vendor or External Quality Review Organization (EQRO) shall provide the following services:

A. Implementation

Due to the complex and changing nature of Florida Medicaid managed care, this RFP contemplates an implementation phase to begin upon resulting Contract execution and end no later than sixty (60) calendar days after execution and include five (5) years of operations (Contract Years 1, 2, 3, 4, and 5). During the implementation phase, the Vendor, with assistance from the Agency, shall identify all current and pending managed care entities, companies and appropriate stakeholder contacts (private and Agency), develop a work plan for Agency approval, and establish the necessary groundwork for operation of the EQR Program in Florida.

The Vendor shall prepare a draft implementation plan outlining the steps necessary for the Vendor to fully implement the EQR Program. 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.

The successful Vendor shall develop and deliver a comprehensive final implementation plan no later than five (5) calendar days after the execution of the resulting Contract.

The final implementation plan shall be based on the draft implementation plan submitted with the Vendor's response to this RFP and shall detail the specific timeframes, tasks, responsibilities, and key milestones to ensure a successful transition. The final implementation plan shall describe any upgrades or additions to the Vendor's current process and/or systems, if applicable, that are necessary to meet requirements of this RFP and the resulting Contract.

At a minimum, the final implementation plan shall include:

- 1) A work plan of activities that the Vendor shall undertake during the implementation phase. These activities shall have established deadlines and timeframes;
- 2) Staff responsible for each activity/step;
- 3) Identification of interdependencies between activities in the implementation plan;
- 4) Identification of Vendor expectations regarding participation by the Agency and/or its agent(s) in the activities in the implementation plan and dependencies between these activities and implementation activities;
- 5) Identification of risks and barriers that may be encountered during the implementation phase and the respondent's approach to overcoming them;
- 6) An Agency approved complete internal quality control plan as described in Section D.9, Internal Quality Control Plan;
- 7) Operational policies and procedures as outlined in Section D.10, Operational Policies and Procedures Manual; and
- 8) Disaster Recovery Plan.

The Vendor shall implement the final implementation plan only after Agency approval.

The Vendor shall monitor and update the project timeline and activities list as necessary to ensure that the project goals, objectives and contract deliverables are achieved. The Vendor shall notify the Agency in writing if the Vendor anticipates that it will need to deviate from the established timeline, with such notification including a revised timeline subject to the Agency's prior approval.

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 Section D.13, Performance Standards and Liquidated Damages, 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.

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.

B. EQR Program Activities

The eight (8) core categories of activities covered by this RFP are described below. The Vendor shall provide the services as described herein during the entire term of the resulting Contract.

1) Category A: Validation Of Performance Improvement Projects

a) Background

MCOs are required to have an ongoing quality improvement (QI) program that objectively and systematically monitors and evaluates the quality and appropriateness of care and services rendered, thereby promoting quality of care and quality patient/consumer outcomes in service to its Medicaid population. In addition to requirements in general for a QI program for each MCO, certain other requirements exist.

MCOs are required to cooperate with the Agency and EQRO in setting the methodology and standards for the QI program performance improvement. The EQRO must review and validate two (2) of each of the MCO's performance improvement projects (PIPs) that were underway during the preceding twelve (12) months, one (1) of which must be a statewide collaboration PIP.

The Agency will require each MCO to submit, within three (3) months of contract execution, their QI program to include all PIPs implemented in the last year or planned for the next. If proposed QI project(s) have already been approved for the present calendar year, an extension may be granted for the submission of new projects.

For the purposes of this RFP, all quality/performance improvement projects planned and implemented by the various MCOs are referred to as PIPs.

Current HMO and PSN contracts require that at least four (4) Agency-approved quality-of-care projects or PIPs be performed over the course of its contract. Each study/project must include a statistically significant sample of Medicaid recipients. One (1) of the four (4) projects must be a Quality Assurance Performance Improvement (QAPI) Project on Language and Culture: Clinical Health Care Disparities or Culturally and Linguistically Appropriate Services.

The PMHP providers must have a quality improvement system in place to monitor and ensure that services are available and provided in sufficient quantity, are of acceptable quality as provided with the established standards of excellence, and are appropriate for meeting the needs of the enrolled population. The system must include a peer review component. PIPs are also required for NHDPs, SIPP, and PDHPs.

b) Description of Services

The Vendor shall create processes and templates for assuring that the PIPs build off the best available knowledge and resources, streamline efforts at the provider level, and create measurable improvements in the quality of care provided. The Vendor shall evaluate the soundness and results of the PIPs. All activities conducted shall be in accordance with the specifications of 42 CFR, Part 438.

Specifically, the Vendor shall:

1. Develop tools to assist the Agency in ensuring that approved PIP projects are valid and develop tools for evaluating the PIP projects. These tools shall include the following:
 - a. Template for MCOs to submit to the Agency its statement of intent for each PIP; and
 - b. Template for PIP Evaluation.
2. Provide technical assistance to the Agency and to the MCOs to ensure that the PIP projects are sound and built off the best evidence. In providing technical assistance to the MCOs, the Vendor shall ensure it identifies best practices of

individual MCOs, as well as potential for synergy where there is similarity across MCOs, for use as appropriate throughout Florida.

3. Follow the most current CMS-recommended protocols for evaluating the overall validity and reliability of PIP results. As a result of this work, the Vendor shall provide the Agency with strategic assistance in improving the PIPs and in leading statewide initiatives to focus quality improvement efforts on specific aspects of care.
4. Review PIP plans and results as well as Agency priorities in order to summarize best practices and to identify potential statewide collaborative projects that could be conducted during Contract Years 2, 3, 4, and 5. The Vendor shall work with the Agency to select the topics for statewide implementation, and then develop potential methodologies for such projects.

2) Category B: Validation Of Performance Measures

a) Background

Pursuant to 42 CFR 438.358, states are required to evaluate the accuracy of Medicaid performance measures reported by or on behalf of an MCO and determine the extent to which Medicaid-specific performance measures calculations followed state specifications.

All MCOs authorized to transact business in the State of Florida are required under Chapter 59B-13, Florida Administrative Code (F.A.C.) to report to the Agency access and quality indicator data for Florida members covered under commercial, Medicaid, and Medicare lines of business. Indicator data for each calendar year period are to be submitted no later than July 1st of the following year.

As part of the Agency's annual reporting requirements and under the uniform data specification section of Chapter 59B-13, F.A.C., most of the MCOs (i.e., all HMOs and PSNs) must use the HEDIS® technical specifications for the calculation of indicators of access and quality of care required by the state. The remaining MCOs must report other quality indicator data. Each MCO must deliver to the Agency with its annual submission of indicator data a certification by an independent NCQA certified auditor approved by the Agency. The independent auditor must certify that, in the indicator data reported to the Agency for the calendar year, there is a fair and accurate representation of the specified health care services afforded to Florida members.

MCOs utilizing HEDIS® are required to report independently audited data for Florida Medicaid members calculated according to HEDIS® technical specifications for the following indicators for each calendar year:

1. Adolescent Well Care Visits;
2. Adults' Access to Preventive/Ambulatory Health Services;
3. Ambulatory Care;
4. Annual Dental Visits;
5. Antidepressant Medication Management;
6. Body Mass Index (BMI) Assessment;

7. Breast Cancer Screening;
8. Call Abandonment;
9. Call Answer Timeliness;
10. Cervical Cancer Screening;
11. Childhood Immunization Status, Combo 2 and 3;
12. Children and Adolescents' Access to Primary Care;
13. Chlamydia Screening in Women;
14. Comprehensive Diabetes Care;
15. Controlling High Blood Pressure;
16. Follow-up Care for Children Prescribed ADHD Medication;
17. Immunizations for Adolescents;
18. Lead Screening in Children;
19. Pharyngitis – Appropriate Testing related to Antibiotic Dispensing;
20. Prenatal and Postpartum Care;
21. Use of appropriate medications for people with asthma;
22. Well-child visits in the first fifteen (15) months of life; and
23. Well-child visits in the third, fourth, fifth, and sixth years of life

Indicators referenced above, as well as Agency-defined measures, must be reported annually. An aggregate assessment of HEDIS® data from independent audits reported by MCOs is used by the Agency to annually evaluate MCO performance levels.

b) Description of Services

The Vendor shall review the independently audited Medicaid HEDIS® access and quality of care indicators, Medicaid HEDIS® Data Submission Tools and Final Audit reports for each Agency contracted MCO to determine the extent to which Medicaid-specific performance measures reported to the Agency are calculated according to Agency specifications (i.e. HEDIS® technical specifications). Where HEDIS® measurements are not required by the individual MCO type, the same type of information shall be reviewed for other quality indicators measurement for the same purpose of validation.

The Agency is specifically interested in approaches to the validation of performance measure tasks that are consistent with the most current CMS protocol “Validating Performance Measures” and enhance or confirm but do not unnecessarily duplicate the independent auditing process already conducted.

The Vendor shall produce a preliminary and final report on statewide and MCO-specific performance measure validation activities, and findings. The report shall include any areas of concerns for performance measures reported by MCOs and recommendations to the Agency for ways to improve and streamline validation of performance measures reported by MCOs, including whether the Agency shall pursue planning related to calculation of the measures on behalf of the MCOs.

The final report for Contract Year 1 shall also include an evaluation of current Agency practice regarding setting specifications for levels of bias and data completeness permissible or allowable in the calculated performance measures in order for an MCO performance measure to be considered “valid.” (See descriptions of Post On-site Activity 2 in CMS Protocol for Validating Performance Measures)

The Vendor shall provide recommendations and, if needed, may be asked to provide technical assistance for improving Agency and MCO practices in this area.

3) Category C: Review of Compliance With Access, Structural, and Operational Standards

a) Background

An on-site Compliance Audit is conducted by the State annually for each Agency contract/Medicaid MCO. In this audit, compliance is assessed, reviewed, and evaluated. The audit is used to measure performance by recording the "percentage met" of all the standards currently contained in the Medicaid MCO contracts. This is considered a critical element, and failure to meet at least partial compliance may require immediate corrective action.

Currently, the Agency and the DOEA conduct MCO audits. Specifically, the Agency audits HMOs, EPOs, PSNs, PDHPs, PMHPs, SIPP and the CWPMHP and DOEA audits NHDPs.

Information collected from these reviews shall be provided to the Vendor for purposes of determining which processes shall be further audited and for inclusion in the overall Technical Report on timeliness, access, and quality of services to MCO enrollees.

b) Description of Services

The Vendor shall evaluate the on-site Compliance Audit process and make recommendations for additions or revisions in order to align the review with federal standards. The Agency will provide all information and related materials to the Vendor.

The Vendor shall annually conduct four (4) audits and validation studies of specific components of the on-site Compliance Audits conducted by the State. These audits shall occur after the Agency/DOEA's compliance audits (by MCO type as appropriate). The Vendor's audits must be consistent with the most current protocols disseminated by CMS and utilize information obtained by the Agency to minimize the data collection burden of MCOs and providers. The purpose of these Vendor-led audits is to ensure and validate that the findings from the on-site Compliance Audits accurately capture whether the standards have been implemented.

During the implementation period, the Vendor shall design and develop a new Managed Care Survey Tool with the ability to enter survey information directly into the application for licensure or renewal. The system will be able to interface with a document management repository system and the Plan Network Verification (PNV) system. The system will create reports and correspondence with an audit trail. The system will be able to give the EQRO the data it needs to perform the EQR review. The survey tool should have the following system capabilities:

- 1) The new system will support the four areas of Health Plan compliance review: mental health, dental, medical records, and MPI.

- 2) The system will allow the MCOs to enter required data into the application and have it available in the tool.
- 3) The system will allow real-time on-site survey data entry and updates using an internet connection. The system will also allow input of data into the application with delayed updates. The system will not allow changes to be made when another surveyor is in the middle of survey activities.
- 4) The system will have the flexibility to allow the surveyors to manage the survey questions and topics.
- 5) The system must be able to schedule surveys, coordinate timelines, identify survey participants, and assign specific roles to survey staff.
- 6) The system will be able to track Managed Care Plan's structure compliance issues discovered as a result of the survey. The system will provide an easy way to follow-up on such issues.
- 7) The system will automate the correspondence process. The system will have an audit trail of correspondence sent and received.
- 8) The system will be able to run detail, summary, and statistical reports, including ad hoc reporting capabilities.
- 9) The system will be able to collect the data that the EQRO needs to perform its review and allow the EQRO access to the data.
- 10) The system will be able to collect and organize documents collected: contracts, handbooks, mail-outs, etc.
- 11) The system will be documented and user training provided.

The Vendor shall provide training for Agency staff and designees on the use of the database and the Compliance Review Tools developed in the database. In addition, the Vendor shall provide technical support for the maintenance of and changes to the database for the Agency and its designees.

The Vendor shall develop any additional tools and methods to streamline and improve efforts related to the On-Site Compliance Audits and provide modifications to the database and existing tools, as needed and at no cost to the Agency.

4) Category D: Validation of Encounter Data

a) Background

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

All capitated health plans are required to submit encounters to Florida's Medicaid Fiscal Agent for all health care services rendered to its enrollees (excluding services paid directly by the Agency on a fee-for-service basis) and all fee-for-service PSNs are required to submit encounters for all capitated services. Medicaid encounter data must be submitted in 5010 versions of X12 transactions or in D.0 version of pharmacy transactions, which must be consistent with national standards for a national uniform core data set. Encounter data provide a source of comparative information for MCOs and are used for purposes such as monitoring service utilization, evaluating access and continuity for service issues, monitoring and developing quality and performance indicators studying special populations and priority areas and cost effectiveness analyses.

The purpose of the encounter data validation is to investigate and document each MCO's processes and systems for collecting encounter data from providers of health care services and submitting this information to support quality monitoring activities. Data validation of the MCOs' administrative systems and processes is critical to ensure that encounter data submitted to the State is complete and accurately reflects the care provided to Medicaid enrollees, to minimize instances where the editing process rejects data for data quality deficiencies, and to ensure that the report templates and quality measures accurately reflect the data that are truly comparable across all plans.

b) Description of Services

The Vendor shall conduct an encounter-type focused validation. The Vendor shall use a protocol that is consistent with the CMS Validation of Encounter Data Reported by an MCO published protocol.

The Vendor shall design an encounter data validation process that ensures the accuracy, completeness, and integrity of encounter data by comparing encounter data with the managed care plan's administrative data. In addition, the Vendor shall develop systems to validate provider-reported encounter data against medical records.

The Vendor shall conduct an annual validation on a sample basis of Medicaid encounter data which shall include medical and clinical record reviews and shall include review of NCQA's Baseline Assessment Tool (BAT) findings and/or other sources of data which may be required by CMS. The Vendor shall review the following encounter types for validation purposes for Contract Years 1-5 unless otherwise specified by the Agency: Dental, Pharmaceutical, Inpatient/Outpatient, and Physician visits. Validation of encounter data shall include only those encounters that are submitted to Florida's Medicaid Fiscal Agent.

The Vendor shall adhere to the following schedule for validation purposes for Contract Years 1-5 of the resulting Contract:

1. **Contract Year 1** - Review of thirty-three percent (33%) of all capitated plans operational as of January 2013. The Vendor shall review a minimum of fifty (50) records per plan.

2. **Contract Year 2** – Review of thirty-three percent (33%) of all capitated plans operational as of January 2013. The Vendor shall review a minimum of fifty (50) records per plan.
3. **Contract Year 3** – Review of thirty-three percent (33%) of all capitated plans operational as of January 2013. The Vendor shall review a minimum of fifty (50) records per plan.
4. **Contract Year 4** – Review of fifty percent (50%) of all capitated plans operational as of January 2016. The Vendor shall review a minimum of fifty (50) records per plan.
5. **Contract Year 5** – Review of fifty percent (50%) of all capitated plans operational as of January 2016. The Vendor shall review a minimum of fifty (50) records per plan.

The Vendor shall review, at a minimum, twenty-five percent (25%) of the total number of records to be reviewed for the Contract Year per quarter and provide a quarterly report as identified in Section D.7, Deliverables.

The Vendor shall ensure that all records are reviewed by an appropriate licensed practitioner of the healing arts with the following minimum qualifications:

- a. Possess a bachelor's degree from an accredited college or university;
- b. Possess at least three (3) years of medical or clinical experience; and
- c. Possess at least two (2) years of medical utilization review and/or quality assurance experience.

During implementation, the Vendor shall develop a system of tracking the audits and a validation process. The Vendor shall provide feedback to the Agency and the managed care plans on the results of the audits. The Vendor shall determine the amount of errors in reporting of encounters by using other data systems (FMMIS, Decision Support System, etc.) to cross-validate and investigate reasons and causes of errors in reporting.

The Vendor shall provide technical assistance and training to MCOs and Managed Care staff in data submission, analysis and quality improvement. In addition, the Vendor shall continue to operate and maintain the tracking system during the entire term of the resulting Contract and provide technical assistance to the MCOs on how to improve deficiencies, as needed and at no cost to the Agency.

5) **Category E: Focused Studies**

a) **Background**

Statewide and/or MCO-specific focused studies of clinical and nonclinical services can be a source of valuable information about MCO performance, especially in areas that cannot be adequately examined by administrative data alone or through submission of HEDIS® measures, although HEDIS® results may serve as an excellent indicator of areas that would benefit from more extensive review by a focused study. Comparisons of MCO performance against specified standards, national benchmarks, or each other can provide the Agency and the Vendor with information on which to base future quality improvement initiatives.

b) Description of Services

The Vendor shall conduct at least one (1) focused study of health care quality each Contract Year as deemed necessary by the Agency. The study shall be drafted during the first quarter of each Contract Year for Agency review and approval. Data collection shall occur during the second quarter, and the reports shall be published before the end of the fourth quarter of each Contract Year.

The Vendor shall follow the most current CMS published protocol on “Conducting Focused Studies of Health Care Quality” or shall develop a protocol that is consistent with the CMS published protocol. The Vendor shall only conduct focused studies on areas in which the Vendor has staff with relevant expertise.

In conducting the study, the Vendor shall:

1. Define the study questions based on the Agency-defined topics.
2. Propose study design, indicators, sampling, and analysis plans.
3. If applicable, use a representative sample that will allow results to be generalized at both the statewide and MCO-specific levels.
4. Use data collection procedures that ensure that data are valid and reliable.
5. Analyze data using statistically appropriate software (e.g. SAS, SUDAAN, SPSS) according to the data analysis plan. If applicable to the study topic, the analysis shall include:
 - a. Performance in comparison to prospectively identified benchmark or threshold;
 - b. Factors that threaten validity of findings or influence the comparability of the data;
 - c. Statistical significance of differences observed between MCOs; and
 - d. Interpretation of study data and presentation of findings in an accurate, concise and clear manner.

The Vendor shall combine the results from the activities described above with information collected through literature review and interviews with technical experts in the field to develop a set of recommendations to the Agency for continued progress in developing effective methods and mechanisms for identifying and assessing individuals with special health care needs and monitoring the quality and appropriateness of the health care furnished to them.

The recommendations shall include a set of technical assistance “next steps” activities to be provided by the Vendor to the Agency and/or MCOs to support ongoing improvement in identifying, assessing and monitoring care quality for individuals with special health care needs.

The Vendor shall submit project timesheets signed by the Vendor's Contract Manager certifying the number of hours the Vendor utilized to perform each focus study. The project timesheet must be signed by both the Vendor's Contract Manager and the Vendor's staff member(s) assigned to the focus study. The project timesheet must be submitted with each invoice in which the Vendor requests payment for the services defined in this Category.

6) Category F: Dissemination and Education

a) Description of Services

The Vendor shall be responsible for keeping Agency-identified key stakeholders within and outside of the Agency involved and informed of EQR work projects and tasks. At a minimum, the Vendor shall:

1. Develop and maintain a secure web portal for the purposes of storing and sharing documents with key stakeholders. The Agency and other Agency-approved key stakeholders shall have access to the web portal and all documents.
2. Develop and maintain a web site for the purpose of communicating information to providers and posting EQR materials and any applicable educational events and instructions.
3. Conduct a telephone conference call that shall occur up to thirty (30) days before beginning external quality review activities to orient MCOs to the Vendor's EQR process.
4. Develop a quarterly communication plan for keeping key stakeholders informed of activities, to be specific to each type of managed care organization, including the required web site.
5. Prepare agenda and meeting materials, with prior planning with the Agency and followed by a debriefing, for each of the quarterly meetings with MCOs each year, including at least two (2) face-to-face meetings. The conference calls should include discussion of concerns and issues related to the External Quality Review process.
6. Prepare a Strategic summary report of each meeting, noting implications for the Agency's quality strategy and contracts with managed care organizations (total of four (4)).

7) Category G: Annual Technical Report

a) Background

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

timeliness, access to, and quality outcomes for the services covered under each MCO contract. 42 CFR 438.364 requires that the contracted EQRO produce certain health related information, at a minimum.

b) Description of Services

The Vendor shall produce a detailed, MCO-specific technical report that describes the manner in which the data from all EQR-related activities were aggregated and analyzed, and conclusions drawn as to the quality, timeliness, and access to care furnished to Medicaid managed care enrollees. The report must include the following:

1. For each activity conducted:
 - Objectives and background information on topic;
 - Technical methods of data collection and analysis;
 - Descriptions of data obtained; and
 - Conclusions from the data, including important trends and its implications, results, limitations, and improvement opportunities.
2. An assessment of each MCO's strengths and weaknesses with respect to the quality, timeliness of, and access to health care services furnished to Medicaid enrollees.
3. Prospective recommendations to identified patterns of inappropriate utilization or poor standards of care. The Vendor shall provide recommendations on how to effectively incorporate findings into performance and/or quality improvement projects. Recommendations shall be specific and applicable to the Florida Medicaid delivery system.
4. Wherever methodologically appropriate, comparative information for each quality measure relative to industry benchmarks, including national Medicaid averages, commercial plan averages, Healthy People 2020 target rates, and statewide MCO performance averages. Where feasible, the analysis of MCO data shall include comparisons with previous plan performance.
5. Wherever possible, the data and results from all EQR-related activities shall be analyzed and reported separately for individuals with and without special health care needs.
6. An assessment of the extent to which each MCO has addressed the recommendations for quality improvement made by the EQRO during the previous year's review.
7. A strategic executive summary anchored to Agency goals and priorities and aligned with 42 CFR, Part 438, Section D (438.200 – 438.242).

Findings to be used by the Vendor to produce the technical report evaluating MCO performance includes, but is not limited to:

1. Agency's annual On-Site MCO Compliance Audit;

2. Agency quality indicators (HEDIS® measures) results, including findings from validation of Agency-required performance measures, including findings from any strategic reports produced using HEDIS® results;
3. Validation of the Agency-required MCO quality improvement projects;
4. Annual child and adult CAHPS® and other consumer surveys studies, including findings from any strategic report produced on consumer survey data;
5. Child Health Check Up participation rates;
6. Clinical and nonclinical focused studies conducted by EQRO during the preceding year;
7. Other data sources as identified by the Agency such as the managed mental health care functional assessment results using the FARS/CFARS;
8. Performance improvement projects; and
9. Accreditation outcomes.

8) Category H: Technical Assistance on Other Activities

a) Description of Services

The Vendor shall provide technical assistance on other relevant initiatives within the Agency that will impact the EQR program when deemed necessary by the Agency. At a minimum, the Vendor shall:

1. Provide Quarterly Reports on Technical Assistance, describing the nature of the technical assistance provided, to whom it was provided and the current status of any previous EQR recommendations. The Vendor shall submit project timesheets signed by the Vendor's Contract Manager certifying the number of technical assistance hours provided. The project timesheet must be signed by both the Vendor's Contract Manager and the Vendor's staff member who performed the technical assistance. The project timesheet must be submitted with each invoice in which the Vendor requests payment for the services defined in this Category.

If no technical assistance was provided during the reporting quarter, the Vendor shall provide to the Agency documentation (e.g., email, memos) to demonstrate no activity occurred during the quarterly reporting period.

2. During Implementation, the Vendor shall develop and maintain a tracking system containing EQR recommendations (including those made during the previous state fiscal year (July 1 – June 30) and prior recommendations that were not implemented to date), actions taken toward the recommendations, and if no actions are taken, a discussion of the rationale. The Vendor shall prioritize the recommendations with respect to BBA compliance and notify the Agency on a monthly basis as to which recommendations have not been addressed. This activity will culminate in the production of an Annual Report on Technical Assistance displaying the status of all

EQR recommendations, prioritization of these recommendations, actions taken during the state fiscal year, and rationale if the recommendation was not implemented to date.

The Vendor shall continue operation and maintenance of the Agency approved tracking system during the entire term of the Contract resulting from this RFP at no cost to the Agency.

3. At the discretion of the Agency, the Vendor may be asked to provide additional Technical Assistance services related to any EQR activity. All requests for special consultative services shall be transmitted in writing from the Agency to the Vendor. Each request, at a minimum, will include:
 - a. A description of the major functions, tasks, and activities required;
 - b. The timeline/due date for any reports or identified deliverables;
 - c. Specifications as to the medium and/or format of the desired deliverable;
 - d. A listing of the Vendor's project requirements; and,
 - e. Any other instructions, definitions, specifications, requirements, outcomes, tangible items, or products expected.

C. Protocols

The EQRO shall perform EQR activities consistent with related protocols developed by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) under contract to the Department of Health & Human Services (DHHS), and with 42 CFR 438.352. Each protocol must specify:

- 1) The data to be gathered;
- 2) The sources of the data;
- 3) The activities and steps to be followed in collecting the data to promote its accuracy, validity, and reliability;
- 4) The proposed method or methods for validly analyzing and interpreting the data once obtained; and
- 5) Instructions, guidelines, worksheets, and other documents or tools necessary for implementing the protocol.

Additional information on EQR protocols is available at the following Web site:
<http://www.cms.hhs.gov/medicaid/managedcare/mcegrhmp.asp>.

Mandatory protocols include:

- 1) Monitoring Medicaid MCOs for compliance with Medicaid Managed Care regulations.
- 2) Validating performance measures produced by the MCOs.
- 3) Validating Performance Improvement Projects undertaken by the MCOs.

The following optional protocols may also be used in conducting related EQR activities:

- 1) Validating Encounter Data;
- 2) Assessing MCO Information Systems;
- 3) Administering or validating surveys;
- 4) Conducting Performance Improvement Projects;
- 5) Conducting Performance Measurements; or
- 6) Conducting focused studies of health care quality.

D.7 Deliverables

The Vendor shall provide the deliverables described in Table 1 – Deliverables to the Agency's Contract Manager by the dates indicated below. The Agency reserves the right to request modification of the deliverables, as deemed necessary by the Agency, prior to its approval. Deliverable due dates may be modified, if approved in writing, in advance by the Agency.

TABLE 1 REQUIRED DELIVERABLES		
Deliverable No.	Task	Due Dates
Implementation Period (Section D.6, item A.)		
1	Implementation Plan as described in Section D.6, Item A., Implementation	Five (5) calendar days after resulting Contract execution
2	Develop final templates and tools for EQR activities	Thirty (30) calendar days after resulting Contract execution
3	Develop and launch a Compliance Review Tool database	Sixty (60) calendar days after resulting Contract execution
4	Develop and launch an encounter data audit and validation tracking system	Sixty (60) calendar days after resulting Contract execution
5	Develop and launch a secure web portal and website for communicating with key stakeholder and providers	Sixty (60) calendar days after resulting Contract execution
6	Develop and launch EQR recommendations and tracking system for Category H: Technical Assistance	Sixty (60) calendar days after resulting Contract execution
Contract Year 1 (2013 – 2014)		
Category A: Validation of Performance Improvement Projects (Section D.6, Item B., 1))		
7	PIP Validation Summary report	Annually*
Category B: Validation of Performance Measures (Section D.6, Item B., 2))		
8	Preliminary report on Performance Measure Validation activities	Annually
9	Final report on Performance Measure Validation activities	Annually
Category C: Review of Compliance With Access, Structural, and Operational Standards (Section D.6, Item B., 3))		
10	Conduct four (4) audits and validation studies	Annually

11	Report on On-Site Compliance audits	Annually
Category D: Validation of Encounter Data (Section D.6, Item B., 4))		
12	Conduct validation of sample Medicaid encounter data	Quarterly
13	Quarterly Summary reports	Quarterly
14	Annual Validation report	Annually
Category E: Focused Studies (Section D.6, Item B., 5))		
15	Conduct at least one (1) focused study per year	Annually
16	Focused Study reports	Annually
Category F: Dissemination and Education (Section D.6, Item B., 6))		
17	Key stakeholder communication plan	Quarterly
18	Strategic Summary report of each quarterly meeting	Quarterly
Category G: Annual Technical Report (Section D.6, Item B., 7))		
19	Technical report	Annually
Category H: Technical Assistance on Other Activities (Section D.6, Item B., 8))		
20	Technical assistance report	Quarterly
Contract Year 2 (2014 – 2015)		
Category A: Validation of Performance Improvement Projects (Section D.6, Item B., 1))		
21	PIP Validation Summary report	Annually
Category B: Validation of Performance Measures (Section D.6, Item B., 2))		
22	Preliminary report on Performance Measure Validation activities	Annually
23	Final report on performance measure validation activities	Annually
Category C: Review of Compliance With Access, Structural, and Operational Standards (Section D.6, Item B., 3))		
24	Conduct four (4) audits and validation studies	Annually
25	Report on On-Site Compliance audits	Annually
Category D: Validation of Encounter Data (Section D.6, Item B., 4))		
26	Conduct validation of sample Medicaid encounter data	Quarterly
27	Quarterly Summary reports	Quarterly
28	Annual Validation report	Annually
Category E: Focused Studies (Section D.6, Item B., 5))		
29	Conduct at least one (1) focused study per year	Annually
30	Focused Study reports	Annually
Category F: Dissemination and Education (Section D.6, Item B., 6))		
31	Key stakeholder communication plan	Quarterly
32	Strategic Summary report of each quarterly meeting	Quarterly
Category G: Annual Technical Report (Section D.6, Item B., 7))		
33	Technical report	Annually
Category H: Technical Assistance on Other Activities (Section D.6, Item B., 8))		
34	Technical assistance report	Quarterly

Contract Year 3 (2015 – 2016)		
Category A: Validation of Performance Improvement Projects (Section D.6, Item B., 1))		
35	PIP Validation Summary report	Annually
Category B: Validation of Performance Measures (Section D.6, Item B., 2))		
36	Preliminary report on Performance Measure Validation activities	Annually
37	Final report on performance measure validation activities	Annually
Category C: Review of Compliance With Access, Structural, and Operational Standards (Section D.6, Item B., 3))		
38	Conduct four (4) audits and validation studies	Annually
39	Report on On-Site Compliance audits	Annually
Category D: Validation of Encounter Data (Section D.6, Item B., 4))		
40	Conduct validation of sample Medicaid encounter data	Quarterly
41	Quarterly Summary reports	Quarterly
42	Annual Validation report	Annually
Category E: Focused Studies (Section D.6, Item B., 5))		
43	Conduct at least one (1) focused study per year	Annually
44	Focused Study reports	Annually
Category F: Dissemination and Education (Section D.6, Item B., 6))		
45	Key stakeholder communication plan	Quarterly
46	Strategic Summary report of each quarterly meeting	Quarterly
Category G: Annual Technical Report (Section D.6, Item B., 7))		
47	Technical report	Annually
Category H: Technical Assistance on Other Activities (Section D.6, Item B., 8))		
48	Technical assistance report	Quarterly
Contract Year 4 (2016 – 2017)		
Category A: Validation of Performance Improvement Projects (Section D.6, Item B., 1))		
49	PIP Validation Summary report	Annually
Category B: Validation of Performance Measures (Section D.6, Item B., 2))		
50	Preliminary report on Performance Measure Validation activities	Annually
51	Final report on performance measure validation activities	Annually
Category C: Review of Compliance With Access, Structural, and Operational Standards (Section D.6, Item B., 3))		
52	Conduct four (4) audits and validation studies	Annually
53	Report on On-Site Compliance audits	Annually
Category D: Validation of Encounter Data (Section D.6, Item B., 4))		
54	Conduct validation of sample Medicaid encounter data	Quarterly
55	Quarterly Summary reports	Quarterly
56	Annual Validation report	Annually

Category E: Focused Studies (Section D.6, Item B., 5))		
57	Conduct at least one (1) focused study per year	Annually
58	Focused Study reports	Annually
Category F: Dissemination and Education (Section D.6, Item B., 6))		
59	Key stakeholder communication plan	Quarterly
60	Strategic Summary report of each quarterly meeting	Quarterly
Category G: Annual Technical Report (Section D.6, Item B., 7))		
61	Technical report	Annually
Category H: Technical Assistance on Other Activities (Section D.6, Item B., 8))		
62	Technical assistance report	Quarterly
Contract Year 5 (2017 – 2018)		
Category A: Validation of Performance Improvement Projects (Section D.6, Item B., 1))		
63	PIP Validation Summary report	Annually
Category B: Validation of Performance Measures (Section D.6, Item B., 2))		
64	Preliminary report on Performance Measure Validation activities	Annually
65	Final report on performance measure validation activities	Annually
Category C: Review of Compliance With Access, Structural, and Operational Standards (Section D.6, Item B., 3))		
66	Conduct four (4) audits and validation studies	Annually
67	Report on On-Site Compliance audits	Annually
Category D: Validation of Encounter Data (Section D.6, Item B., 4))		
68	Conduct validation of sample Medicaid encounter data	Quarterly
69	Quarterly Summary reports	Quarterly
70	Annual Validation report	Annually
Category E: Focused Studies (Section D.6, Item B., 5))		
71	Conduct at least one (1) focused study per year	Annually
72	Focused Study reports	Annually
Category F: Dissemination and Education (Section D.6, Item B., 6))		
73	Key stakeholder communication plan	Quarterly
74	Strategic Summary report of each quarterly meeting	Quarterly
Category G: Annual Technical Report (Section D.6, Item B., 7))		
75	Technical report	Annually
Category H: Technical Assistance on Other Activities (Section D.6, Item B., 8))		
76	Technical assistance report	Quarterly

* Annual and quarterly due dates will be included in the final contract resulting from this RFP.

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D.8 Reporting

A. General Provisions

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

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

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

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

For all reports, the Vendor shall provide a draft, to be reviewed and approved by the Agency, at least three (3) weeks prior to the report due date. All reports and other deliverables also must be provided in electronic format, in Word format and PDF format via the Vendor's Agency approved FTP site. In addition, the Vendor must submit copies of the reports and other deliverables on a compact disc (CD) to the Agency Contract Manager.

B. Reports

The Vendor shall provide to the Agency all required reports, in a timely manner and appropriate format. The Vendor shall develop and maintain a secure web portal for the purposes of storing and sharing documents as required by Category F: Dissemination and Education. The Agency and other Agency approved stakeholders shall have access to the web portal and all documents.

1. Required reports:

In addition to the reports required in Section D.6, Services to be Provided by the Vendor, Item B., EQR Program Activities and Section D.7, Deliverables, the Vendor shall submit:

- a. A Monthly Project Activity Report that describes project activities undertaken or completed, a Medical Record Review Outcome report, and any other key aspects of the project. The Monthly Project Activity Report shall be developed and submitted to

the Agency at no cost to the Agency. A draft version of this report is not required, however the vendor will work with the Agency to make any requested revisions in a timely manner.

- b. Quarterly Internal Quality Control Activities Report as described in Section D.9, Internal Quality Control. The Quarterly Internal Quality Control Activities Report shall be developed and submitted to the Agency at no cost to the Agency.

2. Formatting:

- a. All final written reports will be in a format consistent with the *Gregg Reference Manual*, eleventh (11th) Edition, unless another format is mutually agreed upon between the Agency and the Vendor.
- b. All reports must be provided in hard copy format, if requested by the Agency, as well as electronic form. Electronic copies should be provided in both Word and PDF formats. Quantities of hard copy reports will be specified by the Agency upon request of the hard copy version.

D.9 Internal Quality Control

- A.** The Vendor shall develop and provide to the Agency a complete internal quality control (IQC) plan to ensure appropriate administration of all responsibilities specified in this RFP and the resulting Contract. The Vendor shall specify all components of its IQC plan. The Vendor shall submit its IQC plan in accordance with the Agency approved implementation plan.
- B.** The IQC plan shall include, at a minimum:
 - 1. How the Vendor shall ensure that all functions are performed in accordance with this RFP;
 - 2. Staff that shall be responsible for the internal quality control activities and the staff's qualifications;
 - 3. The Vendor's plan for conducting orientation of new employees, on-going training, and monitoring of employees to include the review of work performed;
 - 4. Interventions when Contract functions are not performed; and
 - 5. The logic used in clinical analysis, statistical and financial comparisons, therapeutic category trending, and achieving reporting requirements.
- C.** The Agency reserves the right to direct the Vendor to make modifications and/or additions to the Vendor's IQC plan, as needed.
- D.** The Vendor shall submit to the Agency a quarterly report of its internal quality control activities and findings in accordance with this section.
- E.** The Vendor shall have a written policy for escalation of technical problems or manpower problems or shortages that threaten to, or actually prevent, the meeting of the Vendor's

quality and/or timeliness requirements. The policy shall require escalation of the problem within the Vendor 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.

- F. The Vendor's IQC program, as approved by the Agency and based on the IQC plan, shall become effective no later than thirty (30) calendar days following execution of the Contract resulting from this RFP.

D.10 Operational Policies and Procedures Manual

- A. The Vendor shall develop and maintain operational policies and procedures manual(s) for all aspects of the resulting Contract to be approved by the Agency prior to implementation by the Vendor.
- B. The operational policies and procedures manual(s) shall be a guide to assist the Vendor in conducting all aspects of operation of the resulting Contract. If situations arise whereby the Vendor must conduct an activity that is outside the approved operational policies and procedures, the Vendor shall submit a request to the Agency in writing and receive the Agency's approval before any alternative action is taken by the Vendor.
- C. The Vendor shall make all aspects of the operational policies and procedure manual(s) available to the Agency at all times.
- D. The procedure manual shall be reviewed and updated on an as-needed basis. The Vendor shall submit amendments to the procedure manual to the Agency for prior approval before implementing a change in policy and procedure.
- E. The vendor's operational policies and procedures manual shall be submitted to the Agency in accordance with the Agency approved implementation plan.

D.11 Staffing

A. General

The Vendor shall maintain staffing levels sufficient to complete the services and meet the requirements specified in this RFP. The Vendor shall be prepared at all times to recruit qualified staff, as required to implement all aspects of the services required in this RFP within the stated timeframes.

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

In the event that the Vendor desires a substitution of a training and experience requirement for any key staff position, either permanently or temporarily, the Agency shall have the right to approve or disapprove the request. The request must be made in writing from the Vendor to the Agency and include clearly specified rationale.

B. Key Staff

At a minimum, the Vendor shall assign and dedicate the following key staff positions:

1. Contract Manager

The Vendor shall provide a Contract Manager to work directly with the Agency on the EQR Program. The Vendor's Contract Manager shall be a full-time employee of the Vendor with the authority to revise processes and procedures, and assign additional resources, as needed, to maximize the efficiency and effectiveness of services provided under the resulting Contract. The Vendor's Contract Manager shall be available to meet with Agency staff in person, or by telephone at the request of the Agency, to discuss the status of the resulting Contract, Vendor performance, EQR Program issues, reports, planning, etc. The Contract Manager shall be available at a minimum of Monday through Friday, excluding state of Florida observed holidays, between the hours of 8:00 AM and 5:00 PM, Eastern Time.

The Vendor's Contract Manager shall have experience in managing clinical projects, as well as assessment and reporting of health care outcomes and drug trends. The Contract Manager shall be adept in both the clinical and statistical/financial areas of claims analysis for effective oversight of all contracted activities.

2. Medical Records Review Staff Coordinator

The Vendor shall provide a Medical Records Review Staff Coordinator to oversee all medical record reviews described in this RFP and as specified in the resulting Contract. The Medical Records Review Staff Coordinator must have experience in managing a program similar in size and scope as the EQR program described herein within the last five (5) years and shall be a full-time employee of the Vendor with the authority to revise processes and procedures, and assign additional resources, as needed, to maximize the efficiency and effectiveness of services provided under the resulting Contract.

3. Medical Records Review Staff

The Vendor shall provide a sufficient number of medical records review staff. The Vendor shall ensure that all records are reviewed by an appropriate licensed practitioner of the healing arts with the following minimum qualifications:

- Possess a bachelor's degree from an accredited college or university;
- Possess at least three (3) years of medical or clinical experience; and
- Possess at least two (2) years of medical utilization review and/or quality assurance experience.

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C. Subcontracts

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

D.12 Information Technology (IT)

A. Disaster Recovery

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

B. Data Transmission and Security

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

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

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

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

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 M, Agency for Health Care Administration Information Technology Security Plan.

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D.13 Performance Standards and Liquidated Damages

The Agency reserves the right to impose liquidated damages upon the Vendor for failure to comply with the performance standard requirements set forth below.

TABLE 2 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES	
Performance Standard	Liquidated Damages to be Imposed
The Vendor shall submit all deliverables as required by Section D.7, Deliverables by the required due dates.	\$1,000.00 per day for each business day beyond the due date until provided to the Agency.
The Vendor shall adhere to all reporting requirements as outlined in Section D.8, Reporting.	\$300.00 per incident where the Vendor fails to adhere to the prescribed reporting requirements.
The Vendor shall provide guidance and technical assistance as requested by the Agency and/or MCOs.	\$300.00 per incident in which the Vendor fails to provide guidance and/or technical assistance as requested by the Agency or MCOs.
The Vendor shall ensure continued communications with key stakeholders.	\$500.00 per occurrence whereby the Vendor fails to meet communication requirements.
The Vendor shall maintain information technology systems to fulfill the requirements of this RFP as described in Section D.12, Information Technology.	\$500.00 per business day, per incident, whereby the Vendor's information technology systems are not operational and the Vendor is unable to fulfill the requirements specified herein.
The Vendor's Contract Manager shall respond to Agency requests within the time prescribed by the Agency.	\$500.00 per business day, per incident whereby the Vendor's Contract Manager fails to respond to an Agency request within the time prescribed by the Agency. After three instances during the Contract period, the liquidated damage amount shall be increased by \$500.00 per business day, for a total of \$1,000.00 per business day.

The Agency reserves the right to modify the performance standards and liquidated damages as determined necessary. The Agency in its sole discretion shall make this determination.

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 sanction 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 this RFP and/or the resulting Contract and under law, shall become available to the Agency.

A. General Liquidated Damages

1. The Agency may impose liquidated damages of up to five hundred dollars (\$500) for each incident in which the Vendor has failed to perform any requirement as specified in this RFP and/or the resulting Contract.
2. The Agency will impose upon the Vendor liquidated damages of five hundred dollars (\$500) to five thousand dollars (\$5,000), per incident per occurrence, depending upon the severity, if the Vendor inappropriately releases Protected Health Information. In addition, federal penalties may apply in accordance with the Health Insurance Portability and Accountability Act of 1996.

D.14 Method of Payment

A. Payments

The Contract resulting from this RFP will be a fixed price (unit cost) Contract not to exceed **\$6,412,500.00** for implementation and Contract Years 1, 2, 3, 4 and 5. The Agency shall pay the Vendor a one-time, fixed fee in arrears, for implementation as approved by the Agency. For Contracts Years 1, 2, 3, 4 and 5, the Agency shall pay the Vendor monthly payments, in arrears for Agency approved deliverables and/or provision of services as described in this RFP. The monthly payments shall be calculated based on the Category unit cost rates and in accordance with the Category unit costs established in the selected Vendor's proposed cost proposal (see Attachment J, Cost Proposal) and Table 3, Contract Years 1, 2, 3, 4, and 5 Unit Cost Payment Description, below. The Agency will not pay the Vendor separately for any travel expenses related to the provision of services in the Contract.

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TABLE 3 CONTRACT YEARS 1, 2, 3, 4, AND 5 UNIT COST PAYMENT DESCRIPTION	
Category A: Validation Of Performance Improvement Projects	Unit cost per documented completion of validation of PIP per MCO.
Category B: Validation Of Performance Measures	Unit cost per documented completion of validation of performance measures per MCO.
Category C: Review of Compliance With Access, Structural, and Operational Standards	Unit cost per documented completion of review per MCO.
Category D: Validation of Encounter Data	Unit cost per documented completion of review of encounter data record.
Category E: Focused Studies	Unit cost per documented hour for completion of required service*.
Category F: Dissemination and Education	Unit cost per quarter for documented provision and Agency approval of services.
Category G: Annual Technical Report	Unit cost per Final Annual Report.
Category H: Technical Assistance on Other Activities	Unit cost per documented hour for completion of required service*.

***The hourly rate may be prorated to the quarter hour increments.**

B. Invoices

Invoices and all supporting documents shall be submitted on the Vendor's letterhead to the Agency's designated Contract Manager on a monthly basis within fifteen (15) calendar days following the previous month during which services were rendered. Invoices for services required on a quarterly basis shall be submitted with the monthly invoice in the month following the end of the quarterly reporting period. Each invoice shall include, at a minimum an invoice date; invoice number; the Agency's Contract number; a description of the services rendered; the date(s) on which services were rendered; a payment remittance address; signed project timesheets for hourly billing; and other supporting documentation as required by the Agency.

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.

Payments will be authorized for services that are in accordance with the terms and conditions of the Contract. Appropriate documentation as determined by the Agency shall be submitted to support invoices. Invoices shall not be approved for payment by the Agency until required reports by the Vendor are received as specified in the Contract.

D.15 Special Provisions

A. Organizational Capability

The Vendor shall demonstrate high quality administrative and clinical leadership in external quality review. The Vendor shall demonstrate that it has the experience and capability to design, implement, monitor, and evaluate a comprehensive managed care review program. The Vendor shall have the organizational and professional capability to assume responsibility for implementation of a statewide process for managing the volume of work specified in this RFP and the resulting Contract.

B. Working Knowledge

The Vendor shall demonstrate a working knowledge of the Agency's programs, publicly funded managed care populations, MCO duties, MCO licensing rules and regulations, and federal (Medicaid and Medicare) managed care and EQRO regulations. The Vendor shall remain up-to-date with any changes in MCO contracts, public programs, and State or Federal managed care regulations.

C. Agency Notification

The Vendor shall notify the Agency of any event, incident, or error that could compromise the undertakings specified in the resulting Contract or the privacy of enrollee medical and personal information. Initial notification to the Agency's authorized representative may be by telephone and/or electronic form and must take place no later than twenty-four (24) hours after the event, incident, or error is identified. A formal written report describing the circumstances leading to and possible implications of the event, incident, or error is to be submitted to the Agency's authorized representative within forty-eight (48) hours of its identification.

D. Effective Relationships

The Vendor shall develop and maintain an effective and cooperative relationship with the Agency, the MCOs and its staff. The Vendor shall demonstrate willingness and ability to communicate with MCOs and stakeholders on design elements, methodologies, interim progress, and final results as requested by the Agency. If the Vendor experiences difficulties working with an MCO, the Vendor will report the issue to the Agency.

E. Compliance

The Vendor shall comply with all state and federal laws, rules, and regulations as applicable under the Contract, including, but not limited to, data privacy; subcontractor selection; and open meetings use and results, as applicable, when receiving Medicaid Program reimbursement under Title XIX of the Social Security Act of 1995 (42 U.S.C. s. 1396 et seq.).

F. Reporting of Violations

Any determination by the Vendor that any aspect of health care practice by any provider that might have short-term or long-term detrimental consequences to the health of the recipients shall be reported in writing to the Agency immediately upon completion of the review. The Vendor must also immediately report all instances of physical/mental abuse (of both adults and children) and provider/recipient fraud to the Agency and to the DCF hotline at 1-800-962-2873, immediately upon identification.

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ATTACHMENT E EVALUATION CRITERIA

E.1 Review of Mandatory Criteria

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

E.2 Past Performance Evaluation

Past performance will be scored based on answers to the questions outlined in Attachment F, Past Performance – Client Reference Form, received from three (3) separate client references. A score will be assigned for each individual client reference. Each reference is worth a maximum of 63 points. A maximum of four (4) attempts will be made by telephone to contact the clients for a past performance reference. In the event that a client cannot be contacted, a score of zero (0) will be given for that evaluation component. 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(24), Florida Statutes.

E.3 Financial Stability Evaluation

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

Points

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

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

E.4 Cost Proposal Evaluation

The Agency's Procurement Office will evaluate each cost proposal and award points based on the following:

Points will be awarded separately for each of the nine (9) proposed fixed costs as listed in Tables 1 through 9 of Attachment J, Cost Proposal. The respondent with the lowest proposed fixed cost will receive the maximum allowable points (5 points) for that fixed cost. The remaining respondents will receive a percentage of the maximum points, rounded to the nearest whole number, based on the following formula:

<i>Lowest Proposed Fixed Cost</i> ÷ <i>Remaining Respondent's Proposed Cost</i>	=	"%"	x	5	=	<i>Total Points Awarded rounded to the nearest whole number</i>
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Example:

In this example, there are three respondents:

	Respondent A		Respondent B		Respondent C	
	Fixed Cost	Points Awarded	Fixed Cost	Points Awarded	Fixed Cost	Points Awarded
Proposed Cost	\$1,000.00	5	\$1,900.00	3	\$3,200.00	2

The renewal costs (Tables 1 through 8 of Attachment J-2, Renewal Period(s) Cost Proposal) will not be evaluated.

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 below. Each response will be scored by at least three (3) evaluators, who collectively have experience and knowledge in the program areas and service requirements for which contractual services are sought by this RFP. The Agency reserves the right to have specific sections of the responses evaluated by less than three (3) individuals.

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

Points

- 0 The component was not addressed.
- 1 The component contained significant deficiencies.
- 2 The component is below average.
- 3 The component is average.
- 4 The component is above average.
- 5 The component is excellent.

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E.6 Ranking of Responses

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

See scoring example below:

SCORING EXAMPLE:

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

Step 1

A total score will be calculated for each response.

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

Step 2

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

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

Step 3

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

Respondent 1	$1+2+4+3=10\div4=2.5$
Respondent 2	$2+3+2+1=8\div4=2.0$
Respondent 3	$4+1+3+2=10\div4=2.5$
Respondent 4	$3+4+1+4=12\div4=3.0$

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Respondent Name: _____

PART I

MANDATORY CRITERIA

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

QUESTIONS		YES	NO
A.	Does the response include the Mandatory Documentation specified in Attachment C, Special Conditions, Section C.37.A, from each party, if applicable? 1. Transmittal Letter: Signed by an individual having authority to bind the respondent, as specified in Attachment C, Special Conditions, Section C.37.A.1. of this RFP ☐ 2. Proposal guarantee: In an amount of \$641,250.00 as specified in Attachment C, Special Conditions, Section C.15 of this RFP ☐		
B.	Does the response include financial more than one (1) fiscal year and 120 days old from the solicitation advertisement date, as required in Attachment C, Special Conditions, Section C.37.C., from each party, if applicable?		
C.	Does the response include Attachment E-1, Submission Requirements and Evaluation Criteria Components, as required in Attachment C, Special Conditions, Section C.37, General Instructions for Response Preparation and Submission, as provided on the Agency's website?		
D.	Does the response include Respondent Attestation for Response Submission Requirements, as required in Attachment E-1, Submission Requirements and Evaluation Criteria Components?		
E.	Does the response include three (3) separate and verifiable client references, as required in Attachment C, Special Conditions, Section C.37.B. and in Attachment F, Past Performance – Client Reference Form?		
F.	Does the response include a signed Attachment G, Required Certifications, as specified in Attachment C, Special Conditions, Section C.13 of this RFP, from each party, if applicable?		
G.	Does the response include a signed Attachment K, Required Statements, as required in Attachment C, Special Conditions, Section C.38, Other Required Documentation, from each party, if applicable?		
H.	Does the response include a signed Attachment L, Vendor Certification Regarding Scrutinized Companies List, as required in Attachment C, Special Conditions, Section C.32, Scrutinized Companies List, from each party, if applicable?		

Mandatory Criteria Verified by:

Name (printed)

Title

Signature

Date

Respondent Name: _____

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-1, Submission Requirements and Evaluation Criteria Components.

	Maximum Raw Score Possible		Weight Factor		Maximum Points Possible
A. Mandatory Documentation					
B. Past Performance					
1. Client #1	63	X	2	=	126
2. Client #2	63	X	2	=	126
3. Client #3	63	X	2	=	126
C. Financial Information	20	X	7	=	140
D. Cost Proposal	45	X	4	=	180
E. Technical Response					
1. Table of Contents					
2. Executive Summary					
3. Organizational Structure, Background and History	15	X	4	=	60
4. Experience and Qualifications	70	X	2	=	140
5. Implementation Plan	35	X	3	=	105
6. Category A: Validation of Performance Improvement Projects	45	X	4	=	180
7. Category B: Validation of Performance Measures	30	X	6	=	180
8. Category C: Review of Compliance with Access, Structural, and Operational Standards	25	X	6	=	150
9. Category D: Validation of Encounter Data	20	X	6	=	120
10. Category E: Focused Studies	30	X	2	=	60
11. Category F: Dissemination and Education	25	X	4	=	100

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Respondent Name: _____

EVALUATION CRITERIA CONTINUED

12. Category G: Annual Technical Report	30	X	3	=	90
13. Category H: Technical Assistance on Other Activities	30	X	2	=	60
14. Reporting	25	X	1	=	25
15. Internal Quality Control	15	X	3	=	45
16. Staffing	60	X	1	=	60
17. Information Technology	30	X	1	=	30
Total Rating:					2,103

Evaluation Criteria Verified by:

Name (printed)

Title

Signature

Date

DETAILED EVALUATION CRITERIA COMPONENTS

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

1. Table of Contents

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

2. Executive Summary

The respondent shall include an executive summary that indicates a thorough understanding of the overall need for and purpose of the services as described in this RFP, and adequately summarize its approach to delivering these services according to the specifications of this RFP. ***(No points will be awarded for the Executive Summary)***

SEE ATTACHMENT E-1, SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS FOR ITEMS 3 THROUGH 17. ATTACHMENT E-1 IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT: <http://devahca/procurements/index.shtml>.

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ATTACHMENT E-1 SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

INSTRUCTIONS TO RESPONDENTS FOR THE COMPLETION OF ATTACHMENT E-1:

Respondents to this RFP shall utilize Attachment E-1, Submission Requirements and Evaluation Criteria Components, for submission of its response and shall adhere to the instructions contained within this Attachment for each Submission Requirement Component (SRC).

Respondents **shall not** include website links, embedded links and/or cross references between response SRCs to circumvent the Agency's prescribed response instructions.

Each SRC contains form fields. Population of the form fields with text will allow the form field to expand and cross pages up to the maximum character allowance. The total response shall not exceed the binder limit outlined in Attachment C, Section C.37, General Instructions for Response Preparation and Submission.

Respondents shall name and label required attachments to refer back to the number identifier for the respective SRC, as outlined in this Attachment E-1. *Example: If SRC # 2 Qualifications and Experience allowed for one (1) attachment for submission of an organizational chart, the respective attachment should be labeled Submission Requirements Component #2 – Qualifications and Experience – Organizational Chart.*

Agency evaluators will be instructed to evaluate the responses based on the narrative contained in this Attachment E-1 and the Agency's prescribed response allowance(s) for each SRC. Agency evaluators will not consider supplemental response narrative which is not contained within the response sections as described herein.

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ATTACHMENT E-1
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

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

RESPONDENT ATTESTATION FOR RESPONSE SUBMISSION

- I hereby certify that no modification and/or alteration has been made to the forms, narrative and/or instructions contained in Attachment E-1, Submission Requirements and Evaluation Criteria Components and that the response adheres to the Agency's prescribed response allowances for response narrative and attachments.
- I understand the Agency shall not consider additional and/or supplemental response narrative for evaluation unless the response submission strictly adheres to the Agency's prescribed response allowances including response narrative space allowance and/or attachment allowance.

Signature of Authorized Official

Date

Respondent Company Name

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ATTACHMENT E-1
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

Respondent Name:			
3. Organizational Structure, Background and History			
Submission Requirement/Response Section		Evaluation Criteria	Score
The respondent shall include evidence of its capability to provide the services by describing its organizational structure, background and history. At a minimum, the respondent shall provide the following: 1) A detailed description of the respondent's organization and its location, organizational structure, history, legal structure, ownership and affiliations. 2) An organizational chart, including the total number of employees. 3) A detailed description of the respondent's proposed physical business locations, in or outside of the State of Florida and how those locations will be utilized to effectively provide the services required by this RFP.		1) The adequacy of the respondent's capability to provide the services described in this RFP based on its detailed description of the respondent's organizational structure, history, legal structure, ownership and affiliations. 2) The adequacy of the respondent's staffing levels for this project based on the organizational chart. 3) The adequacy of the respondent's capability to provide services based on its physical business locations in or outside the state of Florida.	
Response (Response narrative is limited to the space provided in this cell and up to one (1) attachment for submission of the organizational chart. Additional response narrative, if provided in the attachments to this section, shall not be considered for evaluation.):		<i>This section is worth a maximum of 15 raw points with each of the above components being worth a maximum of 5 points each.</i>	

ATTACHMENT E-1
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

Respondent Name:			
4. Experience and Qualifications			
Submission Requirement/Response Section		Evaluation Criteria	Score
The respondent shall demonstrate its capability to successfully meet the requirements of this RFP by describing its non-Medicaid and Medicaid experience in developing, implementing and managing external quality review program(s), or program(s) similar in size and scope to the external quality review program described in this RFP. 1) The respondent shall submit a list of all current and/or previous contracts (since January 22, 2008) for which it is/was the lead vendor on projects that are similar in size, scope, and complexity to the services outlined in this RFP. For each identified contract, the following information shall be provided: a. The name and address of the client; b. The name of the project; c. The time period of the project; d. A brief narrative describing the role of the respondent and scope of the work performed, including services provided; e. The total contract amount; f. The scheduled and actual completion dates for development, implementation, program training, and operations tasks; g. Accomplishments and achievements; h. The barriers encountered that hindered implementation (if applicable) and the resolutions; i. The use of any subcontractor(s) on each project, their scope of work, and the percentage of the work on the project completed by a subcontractor; j. A disclosure of any liquidated damages, statutory fines or penalties imposed or sought against the respondent, including the circumstances and amounts involved; and		1) The adequacy of the respondent's overall experience providing external quality review services. 2) The adequacy of the respondent's experience in planning external quality review projects. 3) The extent to which the services provided in the respondent's list of current or previous contracts are similar in nature to those described in this RFP. 4) The adequacy of the respondent's performance under its current or previous contracts in terms of scheduled and actual completion dates for development, implementation, overcoming barriers, training, and operations tasks. 5) The adequacy of the	

ATTACHMENT E-1
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

Respondent Name:			
4. Experience and Qualifications			
Submission Requirement/Response Section		Evaluation Criteria	Score
k. A disclosure of any contracts the respondent has defaulted on or had terminated by the client for cause. 2) In addition to the information above, the respondent shall include a description of its external quality review Medicaid experience in providing reviews for a managed care organization (MCO). Description must include, at a minimum, the following: a. A detailed accounting of each project and staff allocated to the workload; b. A description of the size of Medicaid populations reviewed and the percentage of the population reviewed; c. An account of the number of providers involved and the percentage of providers reviewed; d. Geographic locations of each project (i.e., statewide or regional contracts); e. An explanation of the manner in which reviews were conducted, indicating whether reviews were performed electronically or manually; f. Examples of best practices, review instruments, sampling methodologies, protocols, procedures, etc., that have been used in previous Medicaid managed care review contracts, including web site descriptions; and g. A detailed description of previous innovative approaches implemented to reduce cost and/or improve the quality of care for Medicaid recipients. Indicate any award(s) or recognition(s) received for work related to external quality review activities.		respondent's experience as demonstrated by its significant accomplishments and achievements. 6) The adequacy of the respondent's capabilities based the amount and severity of liquidated damages, statutory fines, penalties, or damages imposed or sought against the respondent. 7) The overall adequacy of the respondent's performance on previous contracts as evidenced by its history of defaulting on and/or having its contracts terminated for cause by its client(s). 8) The adequacy of the respondent's Medicaid experience in providing external quality reviews for MCOs.	
Response (Response narrative is limited to the space provided in this cell and up to one (1) attachment for the list of current and/or previous contracts as referenced above. Additional response narrative, if provided in the attachment to this section, shall not be considered for evaluation.):			

ATTACHMENT E-1
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

Respondent Name:			
4. Experience and Qualifications			
Submission Requirement/Response Section		Evaluation Criteria	Score
		9) The adequacy of the respondent's Medicaid experience based on the size of the populations reviewed and the percentage of the population reviewed.	
		10) The adequacy of the respondent's Medicaid experience based on the number of providers involved and the percentage of providers reviewed.	
		11) The adequacy of the respondent's Medicaid experience based on geographic locations of each project (i.e., statewide or regional contracts).	
		12) The adequacy of the respondent's Medicaid experience based on the manner in which reviews were conducted, indicating whether reviews were performed electronically or manually.	

ATTACHMENT E-1
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

Respondent Name:			
4. Experience and Qualifications			
Submission Requirement/Response Section		Evaluation Criteria	Score
		13) The adequacy of the respondent's Medicaid experience based on its demonstration of best practices, review instruments, sampling methodologies, protocols, procedures, etc., that have been used in previous Medicaid managed care review contracts, including web site descriptions. 14) The adequacy of the respondent's Medicaid experience based on its demonstrated innovative approaches implemented to reduce cost and/or improve the quality of care for Medicaid recipients. <i>This section is worth a maximum of 70 raw points with each of the above components being worth a maximum of 5 points each.</i>	

ATTACHMENT E-1
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

Respondent Name:			
5. Implementation Plan			
Submission Requirement/Response Section	Evaluation Criteria	Score	
The respondent shall demonstrate its capability to implement the Florida Medicaid External Quality Review (EQR) Program as described in Attachment D, Scope of Services, Section D.6, Services to be Provided by the Vendor, Item A., Implementation. At a minimum, the respondent shall provide the following: 1) A brief summary of the respondent's approach to implementing the Florida Medicaid EQR Program. 2) A draft implementation plan which meets at least the minimum requirements described herein. At a minimum, the draft implementation plan shall include: a. An work plan of activities that the Vendor shall undertake during the implementation phase (these activities shall have established deadlines and timeframes); b. Staff responsible for each activity/step; c. Identification of interdependencies between activities in the implementation plan; d. 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; e. Identification of risks and barriers that may be encountered during the implementation phase and the respondent's approach to overcoming them; f. Operational Policies and Procedures as outlined in Attachment D, Scope of Services, Section D.10, Operational Policies and Procedures Manual; and g. Disaster Recovery Plan.	1) The adequacy of the respondent's proposed approach to developing an external quality review program in Florida based on the identified activities required for implementation and the timeframes allotted for completion of activities. 2) The adequacy of the respondent's proposed staffing levels and responsibilities assigned to staff for the implementation of the EQR Program. 3) The adequacy and appropriateness of the respondent's identified interdependencies between implementation activities. 4) The adequacy and appropriateness of the respondent's proposed approach with respect to the Agency's and/or the Agency's agent(s) participation in the		
Response (Response narrative is limited to the space provided in this cell and up to three (3) attachments for the draft implementation plan, the Internal Quality Control Plan and the Operational Policies and Procedures as required by Item 2 above. Additional response narrative, if provided in the attachments to this section, shall not be considered for evaluation.):			

ATTACHMENT E-1
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

Respondent Name:		
5. Implementation Plan		
Submission Requirement/Response Section	Evaluation Criteria	Score
	implementation. 5) The adequacy of the respondent's approach to overcoming risks and barriers. 6) The adequacy and appropriateness of the proposed timelines for program implementation for project completion. 7) The overall adequacy of the respondent's capability to successfully implement the EQR Program based on its draft implementation plan.	<i>This section is worth a maximum of 35 raw points with each of the above components being worth a maximum of 5 points each.</i>

ATTACHMENT E-1
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

Respondent Name:		
6. Category A: Validation of Performance Improvement Projects		
Submission Requirement/Response Section	Evaluation Criteria	Score
The respondent shall demonstrate its capability to provide the requirements described in Attachment D, Scope of Services, Section D.6, Services to be Provided by the Vendor, Item B., EQR Program Activities, sub-item 1), Category A: Validation of Performance Improvement Projects. At a minimum, the respondent shall provide the following: 1) Methodology, including a sample template for Managed Care Organizations (MCOs) to submit to the Agency its intent for each Performance Improvement Project (PIP); 2) Methodology, including a sample template(s) for evaluation of PIPs by the Agency and the Vendor; 3) Methodology for providing annual technical and strategic assistance to the Agency in reviewing and evaluating PIPs; 4) Methodology for providing annual technical assistance to the MCOs in the development and management of its PIPs; 5) Methodology for assessing and documenting implications of PIP findings based on the validity and reliability of the PIP processes and results; and 6) Methodology for collecting and compiling data to support a detailed report that summarizes PIP best practices for the development of potential statewide collaborative topics for quality improvement efforts. The description must include a sample report.	1) The adequacy of the respondent's proposed methodology for MCOs to submit to the Agency its intent for PIPs. 2) The adequacy of the respondent's proposed template for the MCOs to submit to the Agency its intent for each PIP. 3) The adequacy and detail of the respondent's proposed methodology for the evaluation of PIPs by the Agency and the Vendor. 4) The adequacy of the respondent's proposed template(s) for evaluation of the PIPs by the Agency and the Vendor. 5) The adequacy of the respondent's methodology to provide technical and strategic assistance	
Response (Response narrative is limited to the space provided in this cell and up to three (3) attachments for the MCO PIP Submission Template, the PIP Evaluation Template(s) and the sample report identified in Item 6) above. Additional response narrative, if provided in the attachments to this section, shall not be considered for evaluation.):		

ATTACHMENT E-1
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

Respondent Name:		
6. Category A: Validation of Performance Improvement Projects		
Submission Requirement/Response Section	Evaluation Criteria	Score
	annually to the Agency for reviewing and evaluating PIPs. 6) The adequacy and appropriateness of the respondent's methodology to provide technical and strategic assistance to the MCOs in the development and management of its PIPs. 7) The adequacy of the respondent's proposed methodology for assessing and documenting implications of PIP findings based on the validity and reliability of the PIP processes and results. 8) The adequacy of the respondent's proposed methodology for collecting and compiling data to support a detailed report that summarizes PIP best	

ATTACHMENT E-1
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

Respondent Name:		
6. Category A: Validation of Performance Improvement Projects		
Submission Requirement/Response Section	Evaluation Criteria	Score
	practices for the development of potential statewide collaborative topics for quality improvement efforts. 9) The adequacy of the respondent's proposed report for PIP best practices. <i>This section is worth a maximum of 45 raw points with each of the above components being worth a maximum of 5 points each.</i>	

ATTACHMENT E-1
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

Respondent Name:			
7. Category B: Validation of Performance Measures			
Submission Requirement/Response Section		Evaluation Criteria	Score
The respondent shall demonstrate its capability to provide the requirements described in Attachment D, Scope of Services, Section D.6, Services to be Provided by the Vendor, Item B., EQR Program Activities, sub-item 2), Category B: Validation of Performance Measures. At a minimum, the respondent shall provide the following: 1) Methodology for reviewing the independently audited Medicaid HEDIS® access and quality of care indicators, Medicaid HEDIS® Data Submission Tools and Final Audit reports for each Agency contract MCO to determine the extent to which Medicaid specific performance measures reported to the Agency are calculated according to Agency specifications. 2) Methodology for reviewing other quality indicator measurements for the same purpose of validation when HEDIS® measurements are not required by the individual MCO type. The description should include proposed quality indicator measurements. 3) Methodology to evaluate current Agency practices specifying the levels of bias and data completeness necessary for performance measure to be considered valid. 4) Sample template and draft outline for the preliminary and final report on performance measure validation findings.		1) The adequacy and detail of the respondent's proposed methodology for reviewing the independently audited Medicaid HEDIS® access and quality of care indicators, Medicaid HEDIS® Data Submission Tools and Final Audit reports for each Agency contract MCO to determine the extent to which Medicaid specific performance measures reported to the Agency are calculated according to Agency specifications. 2) The adequacy and appropriateness of the respondent's categories of activities and tasks and functions. 3) The adequacy and completeness of the respondent's proposed methodology for reviewing other quality indicator measurements for the same purpose of validation when HEDIS® measurements are not required by the individual MCO type.	
Response (Response narrative is limited to the space provided in this cell and up to two (2) attachments for the sample template and draft outline as referenced in Item 4) above. Additional response narrative, if provided in the attachments to this section, shall not be considered for evaluation.):			

ATTACHMENT E-1
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

Respondent Name:		
7. Category B: Validation of Performance Measures		
Submission Requirement/Response Section	Evaluation Criteria	Score
	4) The adequacy of the respondent's proposed quality indicator measurements to be reviewed. 5) The adequacy and appropriateness of the respondent's proposed methodology to evaluate current Agency practices. 6) The adequacy and appropriateness of the respondent's sample template and draft outline for performance measure validation findings. <i>This section is worth a maximum of 30 raw points with each of the above components being worth a maximum of 5 points each.</i>	

ATTACHMENT E-1

SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

Respondent Name:			
8. Category C: Review of Compliance with Access, Structural, and Operational Standards			
Submission Requirement/Response Section		Evaluation Criteria	Score
The respondent shall demonstrate its capability to provide the requirements described in Attachment D, Scope of Services, Section D.6, Services to be Provided by the Vendor, Item B., EQR Program Activities, sub-item 3), Category C: Review of Compliance With Access, Structural, and Operational Standards. At a minimum, the respondent shall provide the following: 1) A detailed project plan including, at a minimum, a timeline and description of methods to conduct, evaluate, and assess the On-Site Compliance Audit process. 2) Methodology to be used to identify components of the compliance audit marked for further evaluation and audit. 3) Description of a proposed database to be developed by the respondent to maintain the Compliance Review Tools and review findings. 4) Description of proposed electronic monitoring tools. 5) Methodology for providing access to the database and training for Agency authorized users.		1) The adequacy of the respondent's detailed project plan based on its proposed timeline and description of methods to conduct, evaluate, and assess the On-Site Compliance Audit process. 2) The adequacy of the respondent's proposed methodology to be used to identify components of the compliance audit marked for further evaluation and audit. 3) The adequacy of the respondent's proposed database to be developed by the respondent to maintain the Compliance Review Tools and review findings. 4) The adequacy of the respondent's proposed electronic monitoring tools. 5) The adequacy of the respondent's proposed	
Response (Response narrative is limited to the space provided in this cell and up to one (1) attachment for the project plan as described above. Additional response narrative, if provided in the attachments to this section, shall not be considered for evaluation.):			

ATTACHMENT E-1
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

Respondent Name:		
8. Category C: Review of Compliance with Access, Structural, and Operational Standards		
Submission Requirement/Response Section	Evaluation Criteria	Score
	methodology for providing access to the database and training for Agency authorized users.	
	<i>This section is worth a maximum of 25 raw points with each of the above components being worth a maximum of 5 points each.</i>	

ATTACHMENT E-1
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

Respondent Name:			
9. Category D: Validation of Encounter Data			
Submission Requirement/Response Section		Evaluation Criteria	Score
The respondent shall demonstrate its capability to provide the requirements described in Attachment D, Scope of Services, Section D.6, Services to be Provided by the Vendor, Item B., EQR Program Activities, sub-item 4), Category D: Validation of Encounter Data. At a minimum, the respondent shall provide the following: 1) A description of the respondent's proposed encounter data validation processes that ensure the accuracy, completeness, and integrity of encounter data by comparing encounter data with the managed care plan's administrative data. The respondent must ensure that its proposed methods/protocols are consistent with the Centers for Medicare and Medicaid (CMS) Validation of Encounter Data Reported by an MCO published protocol. 2) A description of the respondent's proposed encounter data validation processes to validate provider-reported encounter data against medical and clinical records. 3) A detailed description of the respondent's proposed plan and method to conduct an annual validation of Medicaid encounter data which shall include the review of, at a minimum, twenty-five percent (25%) of the total number of medical and clinical records to be reviewed for the Contract Year per quarter. 4) A detailed description of the respondent's proposed system for tracking the audit and validation process and providing feedback to the Agency and the MCOs on the results of the audits. The description must demonstrate how the respondent will determine the amount of errors in reporting of encounters by using other data systems (Florida's Medicaid Management Information System and Decision Support System (FMMIS/DSS)) to cross validate and investigate reasons and causes of errors in reporting. 5) A detailed description of the respondent's proposed method to provide technical assistance and training to MCOs and Managed Care staff in data submission, analysis, and quality improvement.		1) The adequacy of the respondent's proposed encounter data validation processes that ensure the accuracy, completeness, and integrity of encounter data by comparing encounter data with the MCO's administrative data. 2) The adequacy of the respondent's proposed encounter data validation processes to validate provider-reported encounter data against medical and clinical records. 3) The adequacy of the respondent's proposed plan and description of method to conduct an annual validation of Medicaid encounter data and its demonstrated ability to review at least twenty-five (25%) of the total number of medical and clinical records to be reviewed for the Contract Year per quarter. 4) The adequacy of the respondent's proposed	
Response (Response narrative is limited to the space provided in this cell.):			

ATTACHMENT E-1
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

Respondent Name:			
9. Category D: Validation of Encounter Data			
Submission Requirement/Response Section		Evaluation Criteria	Score
		method to provide technical assistance and training to MCOs and Managed Care staff in data submission, analysis, and quality improvement. <i>This section is worth a maximum of 20 raw points with each of the above components being worth a maximum of 5 points each.</i>	

ATTACHMENT E-1
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

Respondent Name:			
10. Category E: Focused Studies			
Submission Requirement/Response Section		Evaluation Criteria	Score
The respondent shall demonstrate its capability to provide the requirements described in Attachment D, Scope of Services, Section D.6, Services to be Provided by the Vendor, Item B., EQR Program Activities, sub-item 5), Category E: Focused Studies. At a minimum, the respondent shall provide the following: 1) The respondent shall provide a detailed description of the plan and method to complete a focused study including, at a minimum: a. Select an expertise related or Agency-recommended topic; b. Follow or develop a protocol that is consistent with the CMS protocol; c. Define the study questions based on topic; and d. Propose a study design, indicators, sampling, and analysis plan. 2) The respondent shall demonstrate its capability to successfully conduct a focused study of health quality. The description of methods shall include, at a minimum: a. Submitting proposed focused study topics for Agency consideration; b. Specific data collection tools or methods to be used; c. Methods of analyzing quantitative and/or qualitative data collected in each study; d. Complications or challenges the respondent anticipates arising while conducting focused studies on each proposed topic and how the respondent intends to overcome them; e. A general work plan and timeline for completion of the focused studies; f. Methods of reporting findings to the Agency for each of the focused study topics; and g. Methods of approach to combining results from focused studies, literature review, and interviews into a set of recommendations. 3) The respondent shall submit a project timesheet to document the number of hours billable and how the respondent intends to track staff hours utilized and ensure that the project timesheet is accurate		1) The adequacy of the respondent's detailed description of the focused study plan including all components listed. 2) The adequacy and appropriateness of the proposed timelines for project completion. 3) The adequacy and appropriateness of the proposed activities, tasks, functions, and steps in order of occurrence. 4) The overall adequacy of the respondent's capability to perform focus studies based on the sample information provided. 5) The adequacy and appropriateness of the respondent's proposed project timesheet to document the number of hours billable for the provision of services under this Category.	

ATTACHMENT E-1

SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

when it is submitted to the Agency for payment of completed services. At a minimum, the project timesheet should reflect periods of service, staff utilized (name, position titles/numbers), clearly defined project description requirements, signature lines for staff members and appropriate authorities within the respondent's organization to certify the submission is accurate.	6) The adequacy and viability of the respondent's approach to track staff hours utilized and ensure that the project timesheets are submitted accurately to the Agency for payment of completed services.	
Response (Limited to the space provided in this cell. Response narrative is limited to the space provided in this cell and one (1) attachment for the project timesheet required by Item 3), above. Additional response narrative, if provided in the attachment to this section, shall not be considered for evaluation.):	<i>This section is worth a maximum of 30 raw points with each of the above components being worth a maximum of 5 points each.</i>	

ATTACHMENT E-1
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

Respondent Name:			
11. Category F: Dissemination and Education			
Submission Requirement/Response Section		Evaluation Criteria	Score
The respondent shall demonstrate its capability to provide the requirements described in Attachment D, Scope of Services, Section D.6, Services to be Provided by the Vendor, Item B., EQR Program Activities, sub-item 6), Category F: Dissemination and Education. At a minimum, the respondent shall provide the following: 1) A description of methods for introducing and keeping key stakeholders informed of project tasks. 2) A description of the respondent's proposed secure web portal for the purposes of storing and sharing documents with key stakeholders. If available, respondents should provide sample screen shots with a description of the secure web portal application. 3) A description of methods for providing technical assistance and training of users for the secure web portal. 4) A description of proposed approaches for funding, planning, and organizing four (4) meetings with MCOs each year, including at least two (2) face-to-face meetings. 5) A description of methods to create and disseminate official proceedings documents to the Agency.		1. The overall adequacy and appropriateness of the respondent's detailed description of methods and approaches for involving and informing key stakeholders, within and outside of Medicaid, of EQR work projects and tasks. 2. The adequacy of the respondent's proposed secure web portal for storing and sharing documents with key stakeholders. 3. The adequacy of the respondent's proposed method for providing technical assistance and training for users of the secure web portal. 4. The adequacy and appropriateness of the respondent's proposed approaches for funding, planning, and organizing four (4) meetings with MCOs each year, including at least two (2) face-to-face meetings.	
Response (Response narrative is limited to the space provided in this cell and up to one (1) attachment for sample screen shots, as listed in Item 2) above, with description of the secure web portal application, if available. Additional response narrative, if provided in the attachments to this section, shall not be considered for evaluation.):			

ATTACHMENT E-1
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

Respondent Name:		
11. Category F: Dissemination and Education		
Submission Requirement/Response Section	Evaluation Criteria	Score
	5. The adequacy and viability of the respondent's approach to disseminate official proceeding documents to the Agency. <i>This section is worth a maximum of 25 raw points with the above component being worth a maximum of 5 points each.</i>	

ATTACHMENT E-1
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

Respondent Name:			
12. Category G: Annual Technical Report			
Submission Requirement/Response Section		Evaluation Criteria	Score
The respondent shall demonstrate its capability to provide the requirements described in Attachment D, Scope of Services, Section D.6, Services to be Provided by the Vendor, Item B., EQR Program Activities, sub-item 7), Category G: Annual Technical Report. At a minimum, the respondent shall provide the following: 1) A detailed project work plan and timeline for completion of the technical report. 2) A template and draft outline for the technical report and strategic executive summary. 3) A description of the respondent's proposed approach to data collection and analysis used to aggregate data on MCO-specific quality outcomes, and timeliness of and access to services. 4) A description of recommendations for comparative analyses, including sources of benchmark data and industry standards. 5) A description of methods for identifying best practices and quality improvement strategies that have demonstrated success. 6) A description of the respondent's proposed approach to dissemination of the technical report to the Agency and, upon request, to interested parties.		1) The adequacy, viability and appropriateness of the respondent's work plan and timeline for completing the technical report. 2) The adequacy of the respondent's proposed template and draft outline of the technical report and strategic executive summary. 3) The adequacy of the respondent's proposed approach to data collection and analysis used to aggregate data on MCO-specific quality outcomes, and timeliness of and access to services. 4) The adequacy of the respondent's proposed recommendations for comparative analyses, including sources of benchmark data and	
Response (Response narrative is limited to the space provided in this cell and up to four (4) attachments for the work plan and timeline and the template and draft outline as required by Items 1) and 2) above. Additional response narrative, if provided in the attachments to this section, shall not be considered for evaluation.):			

ATTACHMENT E-1
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

Respondent Name:		
12. Category G: Annual Technical Report		
Submission Requirement/Response Section	Evaluation Criteria	Score
	industry standards. 5) The adequacy of the respondent's proposed methods for identifying best practices and quality improvement strategies that have demonstrated success. 6) The adequacy of the respondent's proposed approach to dissemination of the technical report to the Agency and, upon request, to interested parties. <i>This section is worth a maximum of 30 raw points with each of the above components being worth a maximum of 5 points each.</i>	

ATTACHMENT E-1
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

Respondent Name:			
13. Category H: Technical Assistance On Other Activities			
Submission Requirement/Response Section		Evaluation Criteria	Score
The respondent shall demonstrate its capability to provide the requirements described in Attachment D, Scope of Services, Section D.6, Services to be Provided by the Vendor, Item B., EQR Program Activities, sub-item 8), Category H: Technical Assistance on Other Activities. At a minimum, the respondent shall provide the following: 1) A description of the respondent's proposed approach to report to the Agency the nature of the technical assistance provided and the current status of any previous EQR recommendations. 2) A description of the respondent's proposed tracking system for EQR recommendations. The description must include a detailed project work plan and timeline for maintaining a tracking system for EQR recommendations. 3) A detailed description of methods and approaches to address requests for special consultative services. 4) A project timesheet to document the number of hours billable and how the respondent intends to track staff hours utilized and ensure that the project timesheet is accurate when it is submitted to the Agency for payment of completed services. At a minimum, the project timesheet should reflect periods of service, staff utilized (name, position titles/numbers), clearly defined project description requirements, signature lines for staff members and appropriate authorities within the respondent's organization to certify the submission is accurate.		1. The adequacy of the respondent's proposed approach to report to the Agency the nature of the technical assistance provided and the current status of any previous EQR recommendations. 2. The adequacy of the respondent's proposed tracking system for EQR recommendations. 3. The adequacy of the respondent's proposed project work plan and timeline for maintaining a tracking system for EQR recommendations. 4. The adequacy of the respondent's proposed method and approaches to address requests for special consultative services. 5. The adequacy and appropriateness of the respondent's proposed project timesheet to document the number of hours billable for the provision of services under this Category.	
Response (Response narrative is limited to the space provided in this cell and up to three (3) attachments for the work plan and timeline as required by Item 2) and the project timesheet as required by Item 4). Additional response narrative, if provided in the attachments to this section, shall not be considered for evaluation.):			

ATTACHMENT E-1
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

	6. The adequacy and viability of the respondent's approach to track staff hours utilized and ensure that the project timesheets are submitted accurately to the Agency for payment of completed services.	
	<i>This section is worth a maximum of 30 raw points with each of the above components being worth a maximum of 5 points each.</i>	

ATTACHMENT E-1
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

Respondent Name:			
14. Reporting			
Submission Requirement/Response Section	Evaluation Criteria	Score	
The respondent shall demonstrate its capability to comply with the reporting requirements described in Attachment D, Scope of Services, Section D.8, Reporting. At a minimum, the respondent shall provide the following: 1) The respondent shall describe how it will comply with the Agency's reporting requirements. 2) The respondent shall describe its proposed data systems to be used in generating reports. 3) The respondent shall describe its proposed approach to collecting, recording, analyzing and submitting accurate and timely report data to the Agency. 4) The respondent shall submit a sample report for monthly project activity reports as outlined in Attachment D, Scope of Services, Section D.8, Reporting.	1) The adequacy of the respondent's overall proposed approach to comply with the Agency's reporting requirements. 2) The adequacy of the respondent's proposed data systems to be used in generating reports. 3) The adequacy and viability of the respondent's proposed approach to collecting, recording, analyzing and submitting accurate and timely report data to the Agency. 4) The adequacy of the respondent's sample report for monthly and quarterly status reports in providing evidence of its capability to report the required data/information and present the data in the required reporting formats. 5) The adequacy of the respondent's ad hoc reporting capabilities.		
Response (Response narrative is limited to the space provided in this cell and up to two (2) attachments for submission of the monthly project activity report as required by Item 4) above. Additional response narrative, if provided in the attachments to this section, shall not be considered for evaluation.):			

ATTACHMENT E-1
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

Respondent Name:			
14. Reporting			
Submission Requirement/Response Section		Evaluation Criteria	Score
		<i>This section is worth a maximum of 25 raw points with each of the above components being worth a maximum of 5 points each.</i>	

ATTACHMENT E-1
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

Respondent Name:			
15. Internal Quality Control			
Submission Requirement/Response Section		Evaluation Criteria	Score
The respondent shall demonstrate its capability to provide an internal quality control program as described in Attachment D, Scope of Services, Section D.9, Internal Quality Control. At a minimum, the respondent shall provide the following: 1) The respondent shall describe its proposed Internal Quality Control Program to meet the requirements as specified in the RFP. 2) The respondent shall describe its process for handling escalation of technical problems or manpower problems or shortages that may threaten to, or actually prevent, the respondent's ability to meet the quality and/or timely requirements of this RFP and the respondent's proposed disciplinary action for any staff that does not perform according to the escalation policy. 3) The respondent shall describe how the internal quality program will ensure appropriate administration of all responsibilities of the resulting Contract, including monitoring the project timeline and methods proposed to coordinate activities of any subcontractors. 4) The respondent shall describe proposed methods to ensure key staff availability for meetings, as needed. A description of methods to notify the Agency of any event that could compromise resulting Contract activities must be included. 5) The respondent shall provide a description of proposed methods to improve parameters for resulting Contract activities and incorporate new requirements, as necessary. 6) The respondent shall describe how it plans to remain up to date with any changes in MCO contracts, public programs, and State or Federal managed care regulations.		1) The adequacy of the respondent's proposed Internal Quality Control Program to meet the requirements as specified in the RFP. 2) The adequacy of the respondent's proposed process for handling escalation of technical problems or manpower problems or shortages that may threaten to, or actually prevent, the respondent's ability to meet the quality and/or timely requirements of this RFP. 3) The adequacy of the respondent's proposed disciplinary action for any staff that does not perform according to the escalation policy.	
Response (Response narrative is limited to the space provided in this cell.):		<i>This section is worth a maximum of 15 raw points with each of the above components being worth a maximum of 5 points each.</i>	

ATTACHMENT E-1
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

Respondent Name:			
16. Staffing			
Submission Requirement/Response Section		Evaluation Criteria	Score
The respondent shall demonstrate its capability to meet the staffing requirements outlined in Attachment D, Scope of Services, Section D.11, Staffing. At a minimum, the respondent shall provide the following: 1) A staff organizational chart that identifies reporting relationships and all positions assigned to the resulting Contract. 2) A description of the proposed staffing levels, which includes the total number of full time equivalent position (FTEs) assigned to the resulting Contract by job title, including the amount of time each position will be dedicated to the resulting Contract. 3) A description of the respondent's proposed approach to recruit and maintain an adequate staff in order to meet the requirements of this RFP and the resulting Contract. 4) The respondent shall describe which key staff positions will be filled by a current employee and which positions will need to be filled. 5) The respondent shall provide position descriptions for the following key staff, which comprise the minimum staffing requirements for this RFP and the resulting Contract (In addition to the position descriptions, include a resume for each of the positions for which a current employee or pre-selected person has been designated to fill the position. If a position has not been filled, the respondent shall describe the minimum experience and qualification requirements for filling each position): a. Contract Manager; b. Medical Records Review Staff Coordinator; and c. Medical Records Review Staff. 6) The respondent shall provide a description of its proposed process for notifying the Agency of changes in key staff. 7) The respondent shall provide a description of it's subcontractor utilization plan which shall identify any current or anticipated subcontracts the respondent will use for the provision of the services and deliverables required by this RFP. The respondent's description should include at a minimum:		1) The adequacy of the respondent's proposed staffing levels and reporting relationships of the staff dedicated to this project as demonstrated in the staff organizational chart. 2) The adequacy of the respondent's proposed total number of full time equivalent position (FTEs) assigned to the resulting Contract and the appropriateness of each position's dedication to the project. 3) The adequacy of the respondent's proposed plan to recruit and maintain an adequate staff in order to meet the requirements of this RFP and the resulting Contract. 4) The appropriateness of the respondent's proposed approach to filling key staff positions. 5) The adequacy of the respondent's proposed position description for the Contract Manager.	

ATTACHMENT E-1
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

Respondent Name:			
16. Staffing			
Submission Requirement/Response Section		Evaluation Criteria	Score
a. The name of the subcontracted organization(s), if known at time of response submission; b. The services to be provided; and c. The qualifications of the subcontracted organization(s). 8) The respondent shall describe its proposed approach to coordinate and communicate with any proposed subcontractors and the Agency to ensure effective integration of services.		6) The adequacy of the respondent's proposed position descriptions for the Medical Records Review Staff Coordinator. 7) The adequacy of the proposed Contract Manager based on the submitted resume and position description or required experience and qualifications. 8) The adequacy of the proposed Medical Records Review Staff Coordinator based on the submitted resume and position description or required experience and qualifications. 9) The adequacy of the Medical Records Review staff position descriptions and required qualifications. 10) The appropriateness and adequacy of the respondent's approach to notifying the Agency of changes in key staff.	
Response (Response narrative is limited to the space provided in this cell and up to eight (8) attachments for the submission of the staff organizational chart, position descriptions, resumes and/or experience and qualification requirements, as outlined above. Additional response narrative, if provided in the attachments to this section, shall not be considered for evaluation.):			

**ATTACHMENT E-1
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS**

Respondent Name:		
16. Staffing		
Submission Requirement/Response Section	Evaluation Criteria	Score
	11) The appropriateness of the respondent's subcontractor utilization plan. 12) The adequacy and appropriateness of the respondent's proposed approach to coordinate and communicate with any proposed subcontractors and the Agency to ensure effective integration of services. <i>This section is worth a maximum of 60 raw points with each of the above components being worth a maximum of 5 points each.</i>	

ATTACHMENT E-1
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

Respondent Name:		
17. Information Technology		
Submission Requirement/Response Section	Evaluation Criteria	Score
The respondent shall demonstrate its capability to meet the information technology requirements outlined in Attachment D, Scope of Services, Section D.12, Information Technology (IT). At a minimum, the respondent shall provide the following: 1) Disaster Recovery a. The respondent shall provide a description of its specific disaster recovery plan for restoring software applications, master files, hardware back-up and monitoring. b. The respondent shall describe how and where database back-ups shall be maintained. c. The respondent shall describe its plans to ensure the Agency will be notified of any system problems, errors or back-log, including proposed time-frames. d. The respondent shall describe its plan to ensure recovery and/or back-up data in case of disaster and/or system failure. 2) Data Transmission and Security a. The respondent shall describe its 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; and b. The respondent shall describe its plan to ensure HIPAA standards for data and document management will be met and ensure that any Protected Health Information (PHI) released is done so in accordance with HIPAA requirements.	1. The adequacy of the respondent's proposed disaster recovery plan for restoring software applications, master files, hardware back-up and monitoring. 2. The adequacy of the respondent's proposed plan for database back-ups and maintenance. 3. The adequacy of the respondent's proposed plan to ensure the Agency will be notified of any system problems, errors or back-log, including proposed time-frames. 4. 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.	
Response (Response narrative is limited to the space provided in this cell.):	5. The adequacy of the respondent's proposed plan for ensuring proper security of Medicaid	

ATTACHMENT E-1
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

Respondent Name:			
17. Information Technology			
Submission Requirement/Response Section	Evaluation Criteria	Score	
	data and how the respondent will restrict access in compliance with HIPAA standards. 6. The adequacy of the respondent's proposed plan to ensure HIPAA standards for data and document management will be met and ensure that any PHI released is done so in accordance with HIPAA requirements. <i>This section is worth a maximum of 30 raw points with each of the above components being worth a maximum of 5 points each.</i>		

ATTACHMENT F

PAST PERFORMANCE - CLIENT REFERENCE FORM

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

On the following pages, the respondent shall provide the information indicated for 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.

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) will not be accepted as Past Performance references under this solicitation.

AHCA will review its records to identify all contracts that the respondent has undertaken with AHCA as the prime vendor since January 22, 2008. In the event the respondent has performed work as a prime vendor for AHCA within the timeframe specified above, AHCA will attempt to contact one (1) AHCA reference and two (2) Non-AHCA references from those provided by the respondent to complete the Evaluation Questionnaire for Past Performance.

In the event that the respondent has not performed work as a prime vendor for AHCA within the time-frame specified above, AHCA will attempt to contact three (3) client references provided by the respondent to complete the Evaluation Questionnaire for Past Performance. The total number of clients contacted (AHCA and Non-AHCA) to complete an Evaluation Questionnaire for Past Performance for any response will be three (3).

References should be available for contact during normal business hours, 9:00 AM – 5:00 PM, Eastern Time. AHCA will attempt to contact each reference by telephone up to four (4) times. In the event the contact person indicated cannot be reached following four (4) attempts, the respondent will receive a score of zero (0) for that reference evaluation. AHCA will not attempt to correct incorrectly supplied information.

Additionally, 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(24), Florida Statutes.

NON-AHCA CLIENT #1

Vendor's Name:

Client's Name:

Address:

Primary Contact Person:

Alternate Contact Person:

Primary Phone Number:

Alternate Phone Number:

Primary Fax Number:

Alternate Fax Number:

Contract Performance Period:

Location of Services:

Brief description of the services performed by the respondent for this client:

NON-AHCA CLIENT #2

Vendor's Name:

Client's Name:

Address:

Address:

Primary Contact Person:

Alternate Contact Person:

Primary Phone Number:

Alternate Phone Number:

Primary Fax Number:

Alternate Fax Number:

Contract Performance Period:

Location of Services:

Brief description of the services performed by the respondent for this client:

NON-AHCA CLIENT #3

Vendor's Name:

Client's Name:

Address:

Primary Contact Person:

Alternate Contact Person:

Primary Phone Number:

Alternate Phone Number:

Primary Fax Number:

Alternate Fax Number:

Contract Performance Period:

Location of Services:

Brief description of the services performed by the respondent for this client:

Evaluation Questionnaire for Past Performance

Vendor's Name: _____

Client's Name: _____

Primary Contact Person: _____

Alternate Contact Person: _____

Primary Phone Number: _____

Alternate Phone Number: _____

Primary Fax Number: _____

Alternate Fax Number: _____

The following questions will be asked of three (3) references, as indicated in Attachment C, Special Conditions, Section C.37.B:

	Score
1. Briefly describe the services the vendor performed for your organization:	N/A
2. How would you rate the contract implementation with this vendor? Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	
3. Did the vendor consistently meet all of its performance/milestones deadlines? Yes = 3; No = 0	
4. How was the performance of the vendor in meeting contract requirements? Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	
5. How would you rate the vendor's key staff and their ability to work with your organization? Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	
6. Did vendor staff maintain open lines of communication with your organization? Yes = 3; No = 0	
7. Did the vendor's project/contract manager effectively manage the contract? Yes = 3; No = 0	
8. Was the vendor's staff responsive to technical direction from your organization? Yes = 3; No = 0	
9. Did the vendor's technical staff make requested modifications within designated time-frames? Yes=3; No=0	
10. Did the vendor go beyond the call of duty to resolve urgent issues/concerns expediently? Yes=3, No=0	
11. How would you rate the vendor's customer service to clients? Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	
12. Was the vendor's staff knowledgeable of the contract requirements and scope of work? Yes = 3; No = 0	
13. Was the vendor's staff knowledgeable of your business rules regarding services? Yes = 3; No = 0	
14. Did the vendor's staff appear to have a current and working knowledge of availability of contract-relevant community resources? Yes=3; No=0	
15. How would you rate the vendor's contract implementation from the perspective of the provider community? Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	
16. Was the vendor proactive in developing/recommending improvements for increasing the efficiency of processes? Yes=3; No=0	
17. How would you rate the vendor's effectiveness in coordinating contract activities with providers? Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	
18. Would you contract with this vendor again? Yes = 3; No = 0	
Total Score:	

Reference Verified by:

Name (printed)

Title

Signature

Date

ATTACHMENT G REQUIRED CERTIFICATIONS

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

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

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

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 RFP.
- ☐ 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, Section C.39.

Signature of Authorized Official

Date

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 3 of this attachment.

Signature of Authorized Official

Date

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:

Client's Name:

Term of Terminated Contract:

Description of Services:

Brief Summary of Reason(s) for Contract Termination:

Vendor's Name:

Client's Name:

Term of Terminated Contract:

Description of Services:

Brief Summary of Reason(s) for Contract Termination:

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, 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 45 CFR, Part 76, 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 ensure that all related party transactions are disclosed to the Agency Contract Manager.
5. 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 will 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) days written notice. The Vendor shall provide thirty (30) day 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
(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

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.

Pursuant to Chapter 2010-151, Laws of Florida, Section 47, the Agency shall review existing contract renewals and re-procurements with the Vendor in an effort to reduce contract payments by at least 3 percent (3%), but not 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 shall 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 shall 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 shall 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 _____ 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 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 shall 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 – 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 (F.S.). Pursuant to section 287.135(5), F.S., 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) working 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) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 412-3901, or utilize the Department of Financial Services website at www.myfloridacfo.com/aadir/interest.htm. Payments to health care providers for hospital, medical or other health care services, shall be made not more than thirty-five (35) 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 shall 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 Chapter 60A-1.006(3), Florida Administrative Code.

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: _____

SAMPLE

**SIGNED
BY:** _____

NAME: _____

TITLE: _____

DATE: _____

SAMPLE

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

VENDOR FISCAL YEAR ENDING DATE:

List of Attachments/Exhibits included as part of this Contract:

Specify Type	Letter/ Number	Description
Attachment	I	Scope of Services (Pages)
Attachment	II	Business Associate Agreement (4 Pages)
Attachment	III	Lobbying Certification (1 Page)
Attachment	IV	Debarment Certification (1 Page)
Attachment	V	Vendor Certification Regarding Scrutinized Companies List (1 Page)

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.
 - 1.a. 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.
 - 1.b. Security Incident. For purposes of this Attachment, security incident shall mean any event resulting in computer systems, networks, or data being viewed, manipulated, damaged, destroyed or made inaccessible by an unauthorized activity. See National Institute of Standards and Technology (NIST) Special Publication 800-61, "Computer Security Incident Handling Guide," for more information.
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 not use or disclose protected health information other than as permitted by this Contract or by federal and state law. 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.
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 or the Secretary's designee for purposes of determining compliance with the Department of Health and Human Services 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, 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 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, 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. The Vendor shall cooperate with the Agency to provide notice to the Secretary of Health and Human Services of unsecured protected health information that has been acquired or disclosed in a breach. If the breach was with respect to 500 or more individuals, such notice must be provided immediately. If the breach was with respect to less than 500 individuals, the Vendor may maintain a log of such breach occurring and annually submit such log to the Agency so that it may satisfy its obligation to notify the Secretary of Health and Human Services documenting such breaches occurring in the year involved.
- 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, 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 terminate this Contract.
- 12a. Effect of Termination. At the termination of this Contract, the Vendor shall return all protected health information that the Vendor still maintains in any form, including any copies or hybrid or merged databases made by the Vendor; or with prior written approval of the Agency, the protected health information may be destroyed by the Vendor after its use. If the protected health information is destroyed pursuant to the Agency's prior written approval, the Vendor must provide a written confirmation of such destruction to the Agency. If return or destruction of the protected health information is determined not feasible by the Agency, the Vendor agrees to protect the protected health information and treat it as strictly confidential.
-

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

Vendor Name:

Signature

Date

Name and Title of Authorized Signer

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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

Instructions:

- A. Where indicated in Table 1 below, the Respondent shall propose a one-time fixed cost to complete all implementation tasks and activities as specified in the Agency-approved final implementation plan.
- B. Where indicated in Tables 2 through 9 (Categories A through H) below, the Respondent shall propose a fixed unit cost or hourly rate, as appropriate, to remain in effect for the operations period of the resulting Contract (Contract Years 1, 2, 3, 4 and 5).
- C. The Respondent must include the required detailed budget (Attachment J-1) with this Cost Proposal (Attachment J), to justify and explain its proposed one-time fixed implementation cost, and each of its proposed fixed unit costs or hourly rates, as appropriate.

TABLE 1 Implementation Cost	
Proposed One-Time <u>Fixed Cost</u> for Implementation	\$ _____
TABLE 2 Category A: Validation of Performance Improvement Projects	
Proposed Fixed <u>Unit Cost</u> per Performance Improvement Plan per Managed Care Organization (MCO)	\$ _____
TABLE 3 Category B: Validation of Performance Measures	
Proposed Fixed <u>Unit Cost</u> per MCO	\$ _____
TABLE 4 Category C: Review of Compliance with Access, Structural and Operational Standards	
Proposed Fixed <u>Unit Cost</u> per MCO	\$ _____
TABLE 5 Category D: Validation of Encounter Data	
Proposed Fixed <u>Unit Cost</u> per Record	\$ _____
TABLE 6 Category E: Focused Studies	
Proposed Fixed <u>Hourly Rate</u>	\$ _____

TABLE 7 Category F: Dissemination and Education	
Proposed Fixed <u>Unit Cost</u> per Quarter	\$ _____
TABLE 8 Category G: Annual Technical Report	
Proposed Fixed <u>Unit Cost</u> per Annual Report	\$ _____
TABLE 9 Category H: Technical Assistance on Other Activities	
Proposed Fixed <u>Hourly Rate</u>	\$ _____

Respondent Name

Name and Title of Respondent Representative

Signature of Respondent Representative

Date

Notes:

- 1) The intent of this RFP is to solicit: a firm fixed price implementation cost and fixed unit cost and hourly rates for operations for the term of the original term of the resulting contract (Attachments J and J-1) and fixed unit costs and hourly rates for any renewal period (Attachments J-2 and J-3). The Agency will not agree to caveat language for pricing within Attachments J through J-3. Responses which include caveat language for pricing will be viewed as a conditional response and the Agency may reject the response at its sole discretion.
- 2) In the event the resulting contract is renewed, the costs outlined in Attachments J-2 and J-3 shall apply for the renewal period(s).

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**ATTACHMENT J-1
REVISED DETAILED BUDGET
PER UNIT COST**

Description of Expenses	Implementation (One Time Fixed Cost)	Category A: Validation of Performance Improvement Projects (Unit Cost)	Category B: Validation of Performance Measures (Unit Cost)	Category C: Review of Compliance with Access, Structural and Operational Standards (Unit Cost)	Category D: Validation of Encounter Data (Unit Cost)	Category E: Focused Studies (Hourly Rate)	Category F: Dissemination and Education (Unit Cost)	Category G: Annual Technical Report (Unit Cost)	Category H: Technical Assistance on Other Activities (Hourly Rate)
DIRECT PERSONNEL									
Salaries									
Fringe Benefits									
Contracted Personnel									
Temporary Personnel									
TOTAL DIRECT PERSONNEL									
OTHER DIRECT									
Office Supplies									
Postage, Shipping, Fulfillment									
Software, hardware									
Equipment Rental/Purchase									
Office Rent (Occupancy)									
Printing/Graphics (Materials)									
Telephone Charges									
Professional Services									
Training, Licensing, Recruiting									
Other Direct:									
TOTAL OTHER DIRECT									
CAPITAL									
Telecommunications Equipment									

**ATTACHMENT J-1
REVISED DETAILED BUDGET
PER UNIT COST**

Description of Expenses	Implementation (One Time Fixed Cost)	Category A: Validation of Performance Improvement Projects (Unit Cost)	Category B: Validation of Performance Measures (Unit Cost)	Category C: Review of Compliance with Access, Structural and Operational Standards (Unit Cost)	Category D: Validation of Encounter Data (Unit Cost)	Category E: Focused Studies (Hourly Rate)	Category F: Dissemination and Education (Unit Cost)	Category G: Annual Technical Report (Unit Cost)	Category H: Technical Assistance on Other Activities (Hourly Rate)
Computer Equipment									
Furniture									
Installation/ Construction									
Other Capital:									
TOTAL CAPITAL									
INDIRECT									
Overhead and Profit									
TOTAL INDIRECT									
TOTAL PERSONNEL									
TOTAL DIRECT									
TOTAL CAPITAL									
TOTAL INDIRECT									
TOTAL EXPENSES PER UNIT COST/HOURLY RATE									

Respondent Name

Name and Title of Respondent Representative

Signature of Respondent Representative

Date

ATTACHMENT J-2

RENEWAL PERIOD(S) COST PROPOSAL

Instructions:

- A. Where indicated in Tables 1 through 8 (Categories A through H) below, the Respondent shall propose a fixed unit cost or hourly rate, as appropriate, to remain in effect for the entire term of any renewal period(s).
- B. The Respondent must include the required detailed budget (Attachment J-3) with this Renewal Period(s) Cost Proposal (Attachment J-2), to justify and explain its proposed fixed unit costs or hourly rates, as appropriate.

TABLE 1 Category A: Validation of Performance Improvement Projects	
Proposed Fixed <u>Unit Cost</u> per Performance Improvement Plan per Managed Care Organization (MCO)	\$ _____
TABLE 2 Category B: Validation of Performance Measures	
Proposed Fixed <u>Unit Cost</u> per MCO	\$ _____
TABLE 3 Category C: Review of Compliance with Access, Structural and Operational Standards	
Proposed Fixed <u>Unit Cost</u> per MCO	\$ _____
TABLE 4 Category D: Validation of Encounter Data	
Proposed Fixed <u>Unit Cost</u> per Record	\$ _____
TABLE 5 Category E: Focused Studies	
Proposed Fixed <u>Hourly Rate</u>	\$ _____

TABLE 6 Category F: Dissemination and Education	
Proposed Fixed <u>Unit Cost</u> per Quarter	\$ _____
TABLE 7 Category G: Annual Technical Report	
Proposed Fixed <u>Unit Cost</u> per Annual Report	\$ _____
TABLE 8 Category H: Technical Assistance on Other Activities	
Proposed Fixed <u>Hourly Rate</u>	\$ _____

Respondent Name

Name and Title of Respondent Representative

Signature of Respondent Representative

Date

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ATTACHMENT J-3
REVISED RENEWAL PERIOD(S) DETAILED BUDGET
PER UNIT COST

Description of Expenses	Category A: Validation of Performance Improvement Projects (Unit Cost)	Category B: Validation of Performance Measures (Unit Cost)	Category C: Review of Compliance with Access, Structural and Operational Standards (Unit Cost)	Category D: Validation of Encounter Data (Unit Cost)	Category E: Focused Studies (Hourly Rate)	Category F: Dissemination and Education (Unit Cost)	Category G: Annual Technical Report (Unit Cost)	Category H: Technical Assistance on Other Activities (Hourly Rate)
DIRECT PERSONNEL								
Salaries								
Fringe Benefits								
Contracted Personnel								
Temporary Personnel								
TOTAL DIRECT PERSONNEL								
OTHER DIRECT								
Office Supplies								
Postage, Shipping, Fulfillment								
Software, hardware								
Equipment Rental/Purchase								
Office Rent (Occupancy)								
Printing/Graphics (Materials)								
Telephone Charges								
Professional Services								
Training, Licensing, Recruiting								
Other Direct:								
TOTAL OTHER DIRECT								
CAPITAL								
Telecommunications Equipment								
Computer Equipment								

ATTACHMENT J-3
REVISED RENEWAL PERIOD(S) DETAILED BUDGET
PER UNIT COST

Description of Expenses	Category A: Validation of Performance Improvement Projects (Unit Cost)	Category B: Validation of Performance Measures (Unit Cost)	Category C: Review of Compliance with Access, Structural and Operational Standards (Unit Cost)	Category D: Validation of Encounter Data (Unit Cost)	Category E: Focused Studies (Hourly Rate)	Category F: Dissemination and Education (Unit Cost)	Category G: Annual Technical Report (Unit Cost)	Category H: Technical Assistance on Other Activities (Hourly Rate)
Furniture								
Installation/ Construction								
Other Capital:								
TOTAL CAPITAL								
INDIRECT								
Overhead and Profit								
TOTAL INDIRECT								
TOTAL PERSONNEL								
TOTAL DIRECT								
TOTAL CAPITAL								
TOTAL INDIRECT								
TOTAL EXPENSES PER UNIT COST/HOURLY RATE								

Respondent Name

Name and Title of Respondent Representative

Signature of Respondent Representative

Date

ATTACHMENT K REQUIRED STATEMENTS

1. Statement of Quality Improvement Organization Status

- ☐ I hereby certify my company is a Federally designated Quality Improvement Organization or a QIO-like Entity eligible for enhanced federal matching funds prior to the execution of the Contract, and must maintain this designation for the life of the Contract.

2. Statement of No-Monetary Penalty

- ☐ I hereby certify my company has not been assessed a monetary penalty or liquidated damages for insufficient performance by a State or the Federal government within the last two (2) years.

3. Statement of No Contract

- ☐ I hereby certify my company has not contracted with any provider that is intended to be monitored by the Vendor under the entire term of the Contract resulting from this RFP.

4. Statement of Competence

- ☐ I hereby certify my company currently has and shall maintain during the term of the Contract resulting from this RFP, the following qualifications of competence:
- a) Staff with demonstrated experience and knowledge of:
 - 1) Medicaid recipients, policies, data systems, and processes;
 - 2) Managed care delivery systems, organizations, and financing;
 - 3) Quality assessment and improvement methods; and
 - 4) Research design and methodology, including statistical analysis.
 - b) Sufficient physical, technological, and financing resources to conduct EQR and EQR-related activities.
 - c) Other clinical and nonclinical skills necessary to carry out EQR and EQR-related activities and to oversee the work of any subcontractors.

5. Statement of Independence

- ☐ I hereby certify my company is independent because there has been no involvement in the following:
- a) Review of a particular Managed Care Organization (MCO) if either the EQRO or the MCO exerts control over the other (as defined in 48 CFR 19.101) through:
 - 1) Stock ownership;
 - 2) Stock options and convertible debentures;
 - 3) Voting trusts;
 - 4) Common management, including interlocking management; and
 - 5) Contractual relationships.
 - b) Delivery of any health care services to Medicaid recipients;
 - c) Conducting, on the State's behalf, any ongoing Medicaid managed care program operations related to oversight of the quality of MCO services, except for the related activities specified in 42 CFR 438.358; or
 - d) Have a present, or know of a future, direct or indirect financial relationship with an MCO that it will review as an EQRO.

Respondent Name

Authorized Representative Signature **Date**

Authorized Representative Name

Authorized Representative Title

FAILURE TO SUBMIT ATTACHMENT K, REQUIRED STATEMENTS, 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 K, REQUIRED STATEMENTS. SUCH ACTIONS MAY RESULT IN REJECTION OF THE VENDOR'S RESPONSE.

**ATTACHMENT L
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 M
INFORMATION TECHNOLOGY SECURITY PLAN



State of Florida
AGENCY FOR HEALTH CARE ADMINISTRATION

SUBJECT: Information Technology Security Plan
POLICY/PROCEDURE NUMBER: #02-IT-01
DIVISION: Information Technology **BUREAU: IT Strategic Planning & Security**

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.

- 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).