



CHARLIE CRIST
GOVERNOR

THOMAS W. ARNOLD
SECRETARY

February 24, 2010

Prospective Vendor:

Subject: Solicitation Number: AHCA ITN 1006

Title: Utilization Management of Outpatient Advanced Diagnostic Imaging Services for the Florida Medicaid Program Fee-For-Service Population

This solicitation is issued by the State of Florida, Agency for Health Care Administration, hereinafter referred to as AHCA or "Agency", to select a vendor to provide utilization management of outpatient diagnostic imaging services for the Florida Medicaid Program fee-for-service population utilizing at least a secure web-based application and call center for Prescribers to request prior authorization reviews. 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 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 Form
Attachment J-1	- Detailed Budget Form
Attachment K	- Required Statements
Attachment L	- Procedure Codes for Advance Imaging Services
Attachment M	- Diagnosis Codes for MRIs and CT Scans
Attachment N	- Grievance Process

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 package(s) transmitting their response. This information is used only to put the AHCA mailroom on notice that the package received is a response to an AHCA solicitation and therefore should not be opened, but delivered directly to the Issuing Officer.

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.

Sincerely,

Chrisy Smith

Chrisy Smith, Management Review Specialist
Procurement Office



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

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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.

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

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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://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of

investigations that do not result in the Contractor's suspension or debarment.

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

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

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

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

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records

(unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

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

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

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

was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

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

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

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

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

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

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

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

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

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

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

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

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

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

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

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the

Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

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

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

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

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

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the

Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

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

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

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

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

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the

Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

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

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

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

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

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

ATTACHMENT C SPECIAL CONDITIONS

- C.1 Solicitation Number:** AHCA ITN 1006
- C.2 Solicitation Type:** Invitation to Negotiate (ITN)
- C.3 Solicitation Title:** Utilization Management of Outpatient Advanced Diagnostic Imaging Services for the Florida Medicaid Program Fee-for-Service Population
- C.4 Date of Issuance:** February 24, 2010
- C.5 Issuing Officer:** Chrisy Smith, Management 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: smithca@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://fcn.state.fl.us/owa_vbs/owa/vbs_main_menu).

ACTIVITY	DATE/TIME	LOCATION
Solicitation Issued by Agency	February 24, 2010	Electronically Posted http://fcn.state.fl.us/owa_vbs
Deadline for Receipt of Written Inquiries	March 9, 2010	2727 Mahan Drive, MS# 15 Tallahassee, FL 32308-5403
Vendor Conference	March 16, 2010 @ 10:00 a.m.	2727 Mahan Drive, Building 3 Conference Room C Tallahassee, FL 32308-5403
Anticipated date for Agency Responses to Written Inquiries	March 23, 2010	Electronically Posted http://fcn.state.fl.us/owa_vbs
Deadline for Receipt of Responses	April 6, 2010	Address Provided in C.5 above
Public Opening of Responses	April 6, 2010 @ 2:30 p.m.	2727 Mahan Drive, Building 2 Conference Room F Tallahassee, FL 32308-5403
Anticipated Dates for Negotiations	April 26, 2010 - April 30, 2010	TBD
Anticipated Posting of Notice of Intent to Award	May 11, 2010	Electronically Posted http://fcn.state.fl.us/owa_vbs

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 solicitation, 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 solicitation 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 solicitation indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such desirable feature will not in itself cause rejection of a response.

C.8 Restriction on Communications

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

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 solicitation 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 US Mail, email, fax or hand delivered. (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 solicitation 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 solicitation will be issued and posted to the Vendor Bid System.

C.10 Vendor’s Conference

To assure understanding, the Agency will hold a non-mandatory vendors’ conference on the date and time indicated in Section C.6, Solicitation Timeline. Although the vendor’s conference is not mandatory, prospective vendors are strongly encouraged to participate. The purpose of this conference is to convey the Agency’s concept of the services requested under this solicitation and to answer appropriate legal, administrative, and/or technical questions. The Agency will provide answers to written questions received in accordance with Section C.9, Vendor Questions, during the conference, and will also accept oral questions. The Agency will make a reasonable effort to provide answers to oral questions at that time. However, oral answers and discussions are not binding on the Agency. Only those communications, which are in writing from the Agency, may be considered as duly authorized expressions on behalf of the State.

Due to space limitations, it is requested that prospective vendors send no more than two (2) representatives. For those prospective vendors that are not able to physically attend the vendor's conference, a conference call telephone number is being provided.

The conference call dial-in number is **(888) 808-6959**. To participate in the call, dial the dial-in number. When prompted, enter conference code 3194873, followed by the # key.

C.11 Solicitation Addenda:

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

C.12 Cost of Response Preparation:

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

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, are required and must be submitted with the response:

- 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 solicitation.
- Acceptance of the Contract Terms and Conditions - certifying that the prospective vendor accepts the terms and conditions as specified in this solicitation and in the Agency Standard Contract, Attachment H.
- Conflict of Interest Statement – 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 solicitation.
- 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.

C.15 Proposal Guarantee:

The original response must be accompanied by a proposal guarantee payable to the State of Florida in the amount of \$1,023,750.00; the respondent must be the guarantor.

The form of the proposal guarantee shall be a bond, cashier's check, treasurer's check, bank draft, or certified check.

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

The "proposal guarantee" is a firm commitment 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 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 solicitation 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 solicitation will be a fixed price (unit cost) contract, as outlined in Attachment D, Section D.15, Method of Payment.

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

C.18 Number of Awards:

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

C.19 Term of Contract:

The anticipated term of the contract is June 1, 2010 – May 31, 2013.

In accordance with Section 287.057(14), Florida Statutes, the contract resulting from this solicitation 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 original contract. A renewal contract may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the Agency, are subject to the availability of funds, and optional to the Agency.

C.20 Subcontracting:

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

The successful vendor is responsible for all work performed under the contract resulting from this solicitation. No subcontract entered into by the successful vendor for performance of work required under the contract, shall in any way relieve the successful vendor of any responsibility for the performance of duties under the contract. The successful vendor shall assure that all tasks related to the subcontract are performed in accordance with the terms of the resulting contract.

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

C.21 Performance Bond:

A performance bond in the amount of ten percent (10%) of the annual contract amount 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 contract.

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. 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 contract period, an assessment against the bond will be made by the State to cover the costs of issuing a

new solicitation and selecting a new vendor. The successful vendor agrees that the Agency's damages in the event of termination by the successful vendor shall be considered to be for the full amount of the bond. The Agency need not prove the damage amount in exercising its right of recourse against the bond.

C.22 Venue:

The contract resulting from this solicitation shall be delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of the 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.23 Inspection of Records and Work Performed:

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

The successful vendor shall retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under the resulting contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) 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 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 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 solicitation shall be subject to the successful vendor's compliance with this provision.

C.24 Accounting:

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

C.25 Confidentiality of Beneficiary Information:

All personally identifiable beneficiary information obtained by the successful vendor shall be treated as privileged and confidential information and shall be used only as authorized for purposes directly related to the administration of the resulting contract. The successful vendor must have a process that specifies that patient-specific information remains confidential, is used solely for the purposes of data analysis and other vendor responsibilities under the contract resulting from this solicitation, and is exchanged only for the purpose of conducting a review or other duties outlined in the 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.26 Audits/Monitoring:

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

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

During the contract period these records shall be available at the successful vendor's office at all reasonable times. After the contract period and for five (5) 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 contract or subcontract is continuous.

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

C.27 EEO Compliance:

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

C.28 Lobbying Disclosure:

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

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

C.29 Certification Regarding Debarment and Suspension:

If the contract to be awarded as a result of this solicitation 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.30 HIPAA Compliance:

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

C.31 Applicable Laws and Regulations:

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

Title 42 Code of Federal Regulations (CFR) Chapter IV, Subchapter C; Title 45 CFR, Part 74, General Grants Administration Requirements; 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 contract may be subject to changes in federal and state law, rules or regulations.

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

The successful vendor, without exception, shall indemnify and save 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 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.

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

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.

C.33 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 Agency is currently seeking approval from the Florida Department of Management Services to waive the 1% Transaction Fee required in MyFloridaMarketPlace for the services outlined in this ITN. If the Agency does not receive the aforementioned approval, the following terms will apply:

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2002), all payments for commodities and/or contractual services as defined in Section 287.012, Florida Statutes, shall be assessed a Transaction Fee of one percent (1.0%), which the Vendor shall pay to the State, unless exempt under Rule 60A-1.032, Florida Administrative Code. Notwithstanding the provisions of Rule 60A-1.030, et seq., the assessment of a transaction fee shall be contingent upon Federal approval of the transaction fee assessment program and continued payment of applicable federal matching funds.

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

The Vendor shall receive a credit for any Transaction Fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor'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 Vendor in default and recovering reprocurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

C.34 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.35 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 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 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 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 contract.

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

The successful vendor(s) shall submit insurance certificates evidencing such insurance coverage prior to execution of a contract with the Agency.

C.36 Federal Approval:

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

C.37 State Project Plan:

Within thirty (30) calendar days following award of the 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 solicitation. **The State reserves the right to negotiate mutually acceptable changes in regard to the below objectives with the respondent selected for award, prior to execution of the 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 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 respondent shall describe how it will support the use of RESPECT in providing the services/items being procured under this solicitation.

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 respondent shall describe how it will support the use of PRIDE in providing the services/items being procured under this solicitation.

C.38 General Instructions for Response Preparation and Submission:

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

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

The respondent must indicate which portions, if any, of the information being provided are considered to be trade secrets, by marking each page "Trade Secret Information" upon which such information appears. Information specifically identified as a trade secret under Section 812.081, Florida Statutes, will be kept confidential to the extent provided by law.

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 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 3-inch binders in length. All pages must be numbered, identify the solicitation number, and include the respondent's name.

The respondent must also submit an equal number of electronic copies of the response. The electronic format may be on diskettes or 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 solicitation. Selection or rejection of the proposal shall not affect this right.

Any portion of the submitted response which is asserted to be exempt from disclosure under Chapter 119, Florida Statutes, shall be set forth on a page or pages separate from the rest of the submission. The portion(s) asserted to be exempt shall be clearly marked "exempt", "confidential", or "trade secret" (as applicable). Each assertion shall also contain a statutory basis for such claim on every page. 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.

All information included in the response (including, without limitation, technical and cost information) and any resulting contract that incorporates the successful proposal (fully, in part, or by reference) shall be a matter of public record regardless of copyright status. Submission of a response to this solicitation 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 letter authorizing release of the redacted version of the response in the event the Agency receives a public records request.

The solicitation response shall consist of the following parts:

A. Transmittal 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. The transmittal letter shall also state that the primary vendor and any subcontractor proposed are registered to do business in Florida through the Florida Department of State. If submitting a proposal as a joint venture or legal partnership, both parties must provide the requested information as described in this section (Item A. Transmittal Letter).

1. Proposal Guarantee

The proposal guarantee shall be included with the transmittal in the original response, as specified in Section C.15 of this solicitation.

FAILURE TO SUBMIT THE MANDATORY TRANSMITTAL LETTER, WILL RESULT IN 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 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 on Attachment F.

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

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 February 24, 2005. 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 references other than those identified by the respondent to obtain additional information regarding past performance. Any information obtained as a result of such contact will 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 CLIENT REFERENCES AS REQUIRED WILL RESULT IN REJECTION OF THE RESPONSE.

C. Financial Information

The respondent shall submit its most recent audited financial statements. If audited financial statements are not available, the respondent shall submit its most recent financial information, which shall include at a minimum:

1. Income Statement(s) or Revenue and Expense Statement(s) – Which are statement(s) of profit or loss (for not-for-profits it is the excess of revenues over expenses) during a particular period including all items of revenue income and expenditure.
2. Balance Sheet(s) – Which are statement(s) of total assets, liabilities, and net worth at a given point in time.
3. Cash Flow Statement(s) – Which are statement(s) that reflects the inflow of revenue versus the outflow of expenses resulting from operating, investing, and financing activities during a specific time period.
4. Notes to the financial statements which shall include: a description of the reporting entity, major asset categories, debt, contingency liabilities, transactions with related parties, subsequent events, and a list of significant accounting policies and estimates used.

Financial information will be reviewed by an Agency Certified Public Accountant (CPA) to determine the respondent's financial stability. **Information more than twelve (12) months old will not be accepted.**

The financial information Items 1 - 4 as requested above shall be labeled and tabbed separately.

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

D. Cost Proposal (Must be submitted on pages provided as Attachments J and J-1.)

The respondent shall submit one (1) original cost proposal (Attachment J) and detailed budget (Attachment J-1) with its original response. The cost proposal shall be labeled and tabbed separately.

The intent of this ITN is to solicit a firm fixed price for the full original term of the resulting contract. The Agency **will not** agree to caveats in the proposed price. 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, INCLUDING ATTACHMENT J-1, DETAILED BUDGET, WILL RESULT IN THE REJECTION OF THE RESPONSE.

E. Technical Response

1. Summary

The respondent shall include a summary, no longer than ten (10) single sided pages in length, that demonstrates the respondent's overall understanding of the need for and purpose of the utilization management program for outpatient advanced diagnostic imaging services as described in Attachment D, Scope of Services, and provide an overview of the respondent's plan to provide the services with a minimal amount of burden on the prescribers.

2. Organizational Background and Experience

The respondent shall include evidence of its capability to provide the services by describing its organizational background and experience. The description shall include, at a minimum:

- a. A detailed description of the respondent's organizational structure, history, legal structure, ownership, affiliations, and location(s);
- b. A synopsis of corporate qualifications and experience, indicating the respondent's abilities to provide the services described in this ITN; and
- c. A summary of projects or services administered by the respondent similar to the services described in this ITN, including the results achieved by those projects; and
- d. A list of health care payers in Florida to which the respondent currently provides this service or to whom the respondent has provided this service to in the past.

3. Prior Authorization Review Process – The respondent shall submit its proposed approach to the prior authorization review process as described in Attachment D, Scope of Services, Section D.7.A., Items 1 - 4. The description shall include, at a minimum:

- a. The respondent's proposed advanced imaging decision criteria and protocol for approving prior authorization requests;
 - b. A specific list of proposed services to be prior authorized;
 - c. How the respondent will communicate daily results of prior authorizations to the Agency's Medicaid Fiscal Agent.
 - d. How the respondent will ensure Agency-approved guidelines are followed to determine medical necessity as defined in the Provider General Handbook, including meeting the Prior Authorization Timeframes;
 - e. The respondent's proposed policies and procedures for adverse determination notification to the Prescriber and to the Medicaid beneficiary; and
 - f. The respondent's proposed policies and procedures for processing and tracking grievances and appeals.
4. **Secure Web-Based Application** - The respondent shall submit its proposed approach to implementing, operating and maintaining a secure web-based application for Prescribers to request prior authorizations, as described in Attachment D, Scope of Services, Section D.7.A.5., Secure Web-Based Application. The description shall include, at a minimum:
- a. A detailed description of the respondent's proposed secure web-based application and how it will:
 - Receive prior authorization requests from Prescribers;
 - Respond to Prescriber inquiries;
 - Publish the coverage/prior authorization review criteria;
 - Publish educational material(s) and/or updates for Prescribers reference;
 - Provide approval and denial notification to Prescribers; and
 - Ease burden on prescribers and minimize disruption to their practices.
 - b. A detailed description of the respondent's proposed plan to notify Prescribers when updates within the secure web-based application have occurred and if those updates will affect their hardware and software.
5. **Toll-Free Call Center for Prior Authorization Requests** - The respondent shall submit its proposed approach to implementing, operating and maintaining a Toll-Free Call Center for Prescribers to request prior authorizations, as described in Attachment D, Scope of Services, Section D.7.A.6, Toll Free Call Center for Prior Authorization Requests. The description shall include, at a minimum:
- a. The respondent's proposed plan for the Call Center operations including:
 - Proposed staffing levels specific to the Call Center;
 - Proposed training for Call Center staff;
 - A draft of the questionnaire Call Center staff will utilize to process prior authorization requests;
 - Proposed plan for ensuring Call Center operational hours meet the requirements of the ITN and the resulting contract;

- Proposed plan for ensuring the availability of alternate language speaking staff during operating hours for callers whose primary language is not English, specifically including Spanish and Creole speaking staff availability;
- Proposed plan for call receipt protocol, such as call waiting times, dropped calls, and return calls, etc.; and
- Proposed physical location in the State of Florida for the Call Center.

6. Prescriber Training and Outreach – The respondent shall submit its proposed plan to perform initial and on-going training of Prescribers during the entire term of the resulting contract, as described in Attachment D, Scope of Services, Section D.7.A.7, Prescriber Training and Outreach. At a minimum, the description shall include:

- a. The respondent's proposed plan for implementing training activities including:
 - What training events will be held;
 - The length of the training events;
 - The media that will be used;
 - Scheduling;
 - Content;
 - Method of presentation;
 - Proposed materials; and
 - Promotion of the events.
- b. How the respondent will educate Prescribers regarding the reasons for prior authorization denials, including response methods and frequency of communication back to the prescriber, in a manner that is least burdensome to the Prescriber; and
- c. A description of the respondent's proposed system procedure manual and its plan to ensure the manual remains up-to-date and available to all participating prescribers.

7. Technical Support Help Desk– The respondent shall submit its proposed plan for implementing, operating and maintaining a Technical Support Help Desk, as described in Attachment D, Scope of Services, Section D.7.A.8, Technical Support Help Desk. At a minimum, the description shall include:

- a. Information detailing the capacity of the respondent's proposed information technology resources to manage a system support help desk to provide on-going and prompt telephone support to participating Prescribers requesting prior authorization either through the secure web-based application and/or the call center;
- b. The respondent's proposed plan for the support help desk operations including:
 - Proposed staffing levels specific to the support help desk;
 - Proposed training for support help desk staff;
 - Proposed plan for ensuring support help desk operational hours meet the requirements of the ITN and the resulting contract;
 - Proposed plan for ensuring the availability of alternate language speaking staff for callers whose primary language is not English, specifically including Spanish and Creole speaking staff availability during operational hours; and
 - Proposed plan for call receipt protocol, such as call waiting times, dropped calls, and return calls, etc.

- c. The respondent's proposed approach to providing technical support to provide prompt service to Prescribers.
- 8. Reporting** – The respondent shall submit its proposed plan for meeting the reporting requirements as described in Attachment D, Scope of Services, Section D.7.A.9, Reporting. At a minimum, the description shall include:
- a. The type of data systems to be used in generating reports;
 - b. How the data shall be collected, recorded, analyzed and submitted to the Agency;
 - c. How the respondent shall ensure that the data is reported accurately and timely;
 - d. Ad hoc reporting capabilities the respondent would make available to the Agency on an as needed basis; and,
 - e. The respondent shall indicate which staff shall be responsible for completing reports and what type of oversight or review shall be conducted by management staff.

9. Staffing

Pursuant to Attachment D, Section D.7.A.10., Staffing, the respondent shall demonstrate its capability to provide staffing levels to meet the requirements specified in this ITN by describing the qualifications and experience of its proposed staff. The description shall include, at a minimum:

- a. A table of organization, indicating how the staff proposed for the program fit into the respondent's total organization, and how each staff position relates to the other;
- b. Identification of the proposed, full-time contract manager, including a detailed resume;
- c. A listing of responsibilities that will be assigned to the proposed contract manager to ensure thorough oversight of the program services and on-going coordination with the Agency;
- d. How the respondent will ensure the proposed contract manager, or other designated representative, will be available to meet in person or by telephone at the request of Agency representatives;
- e. Identification of the proposed, full-time Medical Director, including a detailed resume;
- f. A listing of responsibilities that will be assigned to the proposed Medical Director;
- g. The number and qualifications of the respondent's proposed review staff, including resumes. The respondent's proposed reviewer staffing levels should demonstrate the capability of the respondent to ensure quality review of prior authorization requests and related functions as described in this ITN.
- h. The number and qualifications of the respondent's proposed information technology support staff and their assigned area(s) of responsibility for the operation of the

technical support help desk which shall support the web-based application and the call center. Resumes shall be provided for any managerial information technology support staff.

- i. The Vendor's proposed information technology support staffing levels which should demonstrate the capability of the respondent to ensure on-going system operations, support any new technology, provide system training and support to Prescribers statewide as specified in this ITN.
- j. The respondent's proposed employee recruitment and retention plan for hiring and maintaining the required staff, including staff who will serve as alternate language staff for the non-English speaking population of Prescribers and/or users. At a minimum this must include Spanish and Creole speaking staff and their availability during operating hours.
- k. Identification of anticipated subcontracts the respondent intends to use in providing the services specified in this ITN including, at a minimum, the name of the subcontracted organization(s), the services to be provided, and the qualifications of the organization(s).

10. Preliminary Implementation Plan – The respondent shall provide a detailed preliminary implementation plan based on the requirements of the final implementation plan described in Attachment D, Scope of Services, Section D.8., Implementation Plan. The description shall include, at a minimum:

- a. A description of the activities required to become operational and how the Prescribers will have minimal disruption, in each step of the implementation plan;
- b. A timeline for implementing and completing the services specified in this ITN; including one (1) sixty (60) day period from the date of resulting contract execution to establish a working relationship with the Provider Advisory Board and Outreach Group and one (1) sixty (60) day period for completing Prescriber Training and Outreach, subsequent to creating an implementation plan with the Provider Advisory Board and Outreach Group;
- c. A description of the respondent's proposed plan for meeting with the Agency selected Provider Advisory Board and Outreach Group;
- d. Identification of any potential barriers to the timely completion of services, and proposed solutions for overcoming them, including any assistance needed from the Agency.
- e. Identification of any additional assistance needed from the Agency in regard to system testing, training, data exchange, or other assistance as it relates to the services specified in this ITN.

The following format is suggested for presenting the preliminary implementation plan:

Service Component	Description of Activities/Plan of Action	Potential Barriers to Completion	Barrier Mitigation	Anticipated Start Date(s)	Completion Date	Dependency

11. Internal Quality Control – The respondent shall submit its proposed plan for implementing and maintaining an internal quality control program to meet the requirements of the ITN and the resulting contract as described in Attachment D, Scope of Services, Section D.9, Internal Quality Control. The description shall include at a minimum:

- a. Identification of the respondent's existing or proposed internal quality control policies and any existing or proposed quality control committees or staff and their responsibilities in regard to quality control;
- b. How the respondent's quality control system addresses oversight of information technology resources and system maintenance and reliability to ensure reliable, prompt, and accurate prescriber access;
- c. A detailed description of how the respondent will conduct quality assessment, internal review of work performed by employees and any subcontractors assigned to provide Contract services, including, how performance improvement will be initiated, and describe to the Agency the tests and results of inter-rater reliability showing consistency of reviews between reviewers and how they are ensured and reported; and
- d. How the respondent will ensure compliance with the Agency's prior authorization process timeframes and standards, as specified in Attachment D., Section D.7.A.2.

12. Information Technology Requirements – The respondent shall submit its proposed plan for meeting the Information Technology requirements as described in Attachment D, Scope of Services, Section D.10, Information Technology Requirements. The description shall include, at a minimum:

- a. A thorough description of the respondent's proposed hardware and software to implement and operate its proposed secure web-based application;
- b. How the respondent will ensure its proposed hardware and software platforms remain consistent for all users;
- c. How the respondent's proposed on-line application (hardware and software) will be updated for prescribers;
- d. The respondent's proposed hardware and software disaster recovery plan.
- e. How the respondent will ensure accurate and prompt interface with the Florida Medicaid Management Information System (FMMIS) and assure compliance with electronic transmission of information.

13. Security and Privacy – The respondent shall submit its proposed plan to maintain security of the data being transmitted as required in Attachment D, Scope of Services, Section D.11, Security and Privacy. The description shall include, at a minimum:

- a. How the respondent will ensure its proposed hardware and software platform will meet HIPAA security and privacy requirements; and

- b. A detailed description of its current and/or proposed IT Security Controls and how they will be utilized.

14. Innovative Concepts

Respondents are encouraged to identify and propose additional services or standards which exceed the minimum requirements of this ITN.

C.39 Other Required Documentation

The following statements, contained in Attachment K, are required and must be submitted with the response:

- **Statement of QIO or QIO-Like Designation** – certifying that the respondent is a QIO or QIO-Like entity as required by Attachment D, Scope of Services, Section D.5, Vendor Qualifications, Item A.
- **Statement of Required Experience** – certifying that the respondent has at least one (1) year of experience in providing utilization management of advanced diagnostic imaging services to other health care payers in the State of Florida, as required by Attachment D, Scope of Services, Section D.5, Vendor Qualifications, Item B.
- **Proposed Physical Location of Call Center** – certifying the respondent's proposed physical location for the Call Center, as required by Attachment D, Scope of Services, Section D.7.A, Services to be Provided by the Vendor, Item 6, Toll-Free Call Center for Prior Authorization Requests.

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

C.40 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 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 3402, 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 General Background

The Agency for Health Care Administration (Agency) is the single state agency responsible for administering the Medicaid program in Florida. The General Appropriations Act of 2009 provides authority to the Agency to implement a utilization management program for outpatient advanced diagnostic imaging services that utilizes real-time predictive modeling and applies evidence-based criteria in the decision-making process.

D.2 Purpose

- A. The purpose of this Invitation to Negotiation (ITN) is to request responses from qualified vendors wishing to provide utilization management of outpatient advanced diagnostic imaging services for the Florida Medicaid program fee-for-service population. The fee-for-service population does not include individuals enrolled in Managed Care Organizations.

The utilization management program resulting from this ITN shall be implemented, operated and maintained with a minimum amount of disruption to Florida Medicaid prescribers (Prescribers). The contract resulting from this ITN (contract) shall be with a single successful vendor (Vendor). The anticipated term of the resulting contract shall be three (3) years beginning June 1, 2010, with the option for three additional one (1) year renewals, subject to the availability of funds.

- B. The Agency is initiating the utilization management of outpatient advanced diagnostic imaging services to achieve the following objectives:
- To implement and operate a utilization management program with minimal disruption to Prescribers that will provide the Prescribers with multiple options for requesting prior authorization reviews, including:
 - o A secure web-based application;
 - o A toll-free call center;
 - o Facsimile utilization; and,
 - o Surface Mail.
 - To maintain access to quality services by ensuring that Medicaid recipient receive the most clinically appropriate advanced imaging services;
 - To apply Agency approved guidelines, which are based on nationally accepted, evidence-based clinical guidelines, to make coverage decisions regarding outpatient advanced diagnostic imaging services; and
 - To ensure prompt response to Prescriber requests for prior authorization of outpatient advanced diagnostic imaging services.

D.3 Unduplicated Claims Utilization

The Agency's Medicaid Fiscal Agent received 528,124 unduplicated claims for these services during state fiscal year 2007/2008 and 660,555 during state fiscal year 2008/2009. The Agency anticipates 175,000 reviews during the first year of the contract. This number could decline in subsequent years as a result of utilization management; however the number of Medicaid recipients eligible for Florida Medicaid continues to rise.

D.4 Prior Authorization Review(s)

The Agency's definition of a single prior authorization review is one (1) review request made by one (1) Prescriber for one (1) Medicaid beneficiary. A review request may contain multiple procedures for the Medicaid beneficiary. In cases such as these, the review request shall be considered a single prior authorization review.

If the Vendor needs additional information from the Prescriber to complete a prior authorization review, the Vendor shall adhere to the timeframe protocols established in this ITN prior to closing the review. Review of additional information shall not be considered a separate review unless the original review was closed in accordance with the timeframe protocols.

If a prior authorization request is closed through denial or approval, it shall be deemed complete (closed).

D.5 Vendor Qualifications

- A. The Vendor must be a Federally Designated Utilization and Quality Improvement Organization (QIO) as established in Title XI, Part B of the Social Security Act or a QIO-like entity eligible for enhanced federal matching funds and must maintain this designation during the entire term of the resulting contract including any renewal periods.
- B. The Vendor must have at least one (1) year of experience providing utilization management of advanced diagnostic imaging services for other health care payers in the state of Florida.

The Vendor shall be required to attest to meeting the required qualifications described in Items A and B above, through submission of Attachment K, Required Statements.

D.6 Services to be Provided by the Agency

The Agency shall provide the following services:

- A. Provide access to the Florida Medicaid Management Information System (FMMIS), provider handbooks, policies and procedures;
- B. Perform contract monitoring, either on-site, by desk review, or both at least monthly, to ensure Vendor compliance with contract requirements;
- C. Provide policy training and contract clarification as requested by the Vendor;
- D. Conduct review of all materials submitted to the Agency by the Vendor as required by the resulting contract; and
- E. Select the members of the Provider Advisory Board and Outreach Group.

D.7 Scope of Services

A. Services to be Provided by the Vendor:

1. Management Criteria and Protocol

The Vendor shall develop a process to review requests for prior authorization for all advanced imaging services based on the Agency approved criteria for advanced imaging procedure and diagnostic codes. Attachment L, Procedure Codes for Advanced Imaging Services and Attachment M, Diagnosis Codes for MRIs and CT Scans, are included as a reference for current Florida Medicaid policy.

The process shall include at a minimum:

- a) Developing advanced imaging decision criteria and protocol for use in the approval process, including developing and providing a full list of Current Procedural Terminology (CPT) codes for appropriate use of CT, CTA, MRI, MRA, and PET procedures;
- b) Reviewing prior authorization requests using Agency approved guidelines to determine medical necessity. Requests and approvals shall be based on specific imaging CPT codes;
- c) Educating prescribers about denials and/or adverse determinations for prior authorization of advanced imaging studies by explaining why the requested study is not covered, and, if applicable, which study is more appropriate;
- d) Developing its own Agency approved policies and procedures for grievances and appeals, including a tracking system. The Vendor's policies and procedures for grievance and appeals shall be based on the Agency's established policies and procedures; and
- e) Developing an Agency approved process to communicate results of prior authorizations to the Agency's Medicaid Fiscal Agent on a daily basis.

The Vendor shall be knowledgeable of the established procedures and definition of medical necessity found in the Florida Medicaid Provider handbooks, including the Provider General Handbook. The Florida Medicaid Provider General Handbook and all of the provider and reimbursement manuals are located on fiscal agent's website: <http://www.mymedicaid-florida.com/> under Public Information for Providers, Provider Support and Provider Handbooks.

2. Prior Authorization Timeframes

The Vendor shall comply with the following prior authorization process timeframes:

- a) Requests for prior authorization shall be entered, reviewed, and a decision made, or additional information requested, within one (1) business day from receipt of the request for routine requests. If the Prescriber does not submit additional information requested by the Vendor within fifteen (15) calendar days of the receipt of the original request for prior authorization, the request must be denied and closed.
- b) The Vendor shall track the receipt, status, and final determination of each prior authorization request.

3. Adverse Determination Notification Requirements

- a) The Vendor shall ensure that prior authorization denials are only made by board certified, Florida licensed physicians;
- b) The Vendor shall establish a procedure for notifying Prescribers and Medicaid beneficiaries of denied or modified prior authorizations;
- c) The Vendor shall issue written notice of final adverse determinations to the Medicaid beneficiary by U.S. mail within one (1) business day of the final denial or modification determination. The format of the written notification to the Medicaid beneficiary shall be approved by the Agency prior to utilization, however, at a minimum, it shall include the following:
 - 1) The date of the notice;
 - 2) A brief statement of the Vendor's authority and responsibility for prior authorization review;
 - 3) Date of service and procedure(s) that are being denied or modified and the length of time for which the services are denied or modified, if appropriate;
 - 4) A clear and specific reason for denial or modification;
 - 5) Name, address, telephone number, and fax number of a person or office to contact; and
 - 6) Medicaid beneficiary rights to a fair hearing and who to contact for a hearing.

4. Medicaid Beneficiary Fair Hearings

The Vendor shall adhere to the established Agency Policies for participation in Medicaid Beneficiary Fair Hearings as specified in Attachment N, Grievance Process.

5. Secure Web-Based Application

The Vendor shall implement, operate and maintain a secure web-based application to:

- Receive prior authorization requests from Prescribers;
- Respond to Prescriber inquiries;
- Publish the coverage/prior authorization review criteria;
- Publish educational material(s) and/or updates for Prescribers reference;
- Provide approval and denial notification to Prescribers;
- Focus on the ease of use for Prescribers and addressing their needs;
- Be available twenty-four (24) hours per day, seven (7) days per week (24/7); and
- Allow for concurrent utilization by multiple users.

6. Toll-Free Call Center for Prior Authorization Requests

- a) The Vendor shall provide a toll-free Call Center for Prescribers to make prior authorization requests. The Call Center shall be available during normal business hours which are defined as Monday through Friday, 8:00 a.m. to 6:00

p.m., Eastern Time. The Call Center shall be physically located in the State of Florida.

- b) The Vendor's Call Center staff shall have prior experience with advanced imaging services or be knowledgeable about radiology. The responsibilities of the Vendor's Call Center staff shall include, at a minimum, the following:
 - 1) Addressing Prescriber's requests and questions with minimal amount of burden to the Prescribers as agreed to by the Agency;
 - 2) Answering requests for prior authorization of services and verifying that the recipient is an eligible fee-for-service recipient and is required to have prior authorization for advanced imaging prior to service. Eligibility shall be determined based on data received through FMMIS;
 - 3) Receiving prior authorization requests using an Agency approved Call Center questionnaire protocol that is consistent with Agency-approved guidelines for prior authorization of advanced imaging studies or equivalent;
 - 4) Receiving prior authorization requests in an on-line and written format including requests submitted by fax;
 - 5) Adhering to Agency approved policies and procedures when answering incoming calls for inquiries and complaints and referring them to physician reviewers as needed;
 - 6) Adhering to Agency approved policies, procedures, and guidelines in approving requests for prior authorization or referring Prescribers to physician reviewers as appropriate; and
 - 7) Accommodating callers whose primary language is not English. At a minimum this shall include Spanish and Creole.

7. Prescriber Training and Outreach

The Vendor shall provide initial and on-going training during the term of the resulting contract to Prescribers on its processes for review requests and communication including use of the secure web-based application and call center. Training may be performed face-to-face and/or through webinars. At a minimum, the Vendor shall comply with the following training requirements:

- a) The location and frequency of face-to-face and webinar trainings shall be convenient for Prescribers and shall be pre-approved by the Agency;
- b) The Vendor shall notify the Prescribers at least thirty (30) calendar days prior to any training event and provide information for attendance;
- c) Training brochures, handouts, agendas, and overheads shall be pre-approved by the Agency; and
- d) The Vendor is responsible for developing all training materials related to face-to-face and webinar trainings, promoting the trainings to Prescribers, and emailing/mailling notifications to all Prescribers, subject to Agency approval prior to distribution. All costs associated with the required trainings and notifications shall be borne by the Vendor.

The Vendor shall develop a system procedure manual that describes the processes for receiving and updating data, and provides general technical instruction for using

the Vendor's on-line application. The system procedures manual will be used by the Vendor in conjunction with other training materials.

A draft procedure manual shall be submitted to the Agency for approval with the Vendor's final implementation plan. The Vendor shall incorporate modifications to the draft procedure manual as requested by the Agency prior to implementation. The procedure manual must be reviewed and updated by the Vendor on an as-needed basis or as requested by the Agency. The Vendor shall make the Agency-approved procedure manual available in hard copy or on-line to each participating Prescriber upon implementation.

8. Technical Support Help Desk

Upon implementation, the Vendor shall provide a technical support help desk through which Prescribers requesting prior authorization reviews may obtain technical system support. The technical support help desk shall provide support for the secure web-based application and the Call Center. The Vendor cannot charge the Prescriber for access to the technical support help desk.

Technical help desk support shall be available to all participating Prescribers through a toll-free telephone number at least during normal business hours. Normal business hours are hereby defined as Monday through Friday, 8:00 a.m. through 6:00 p.m., Eastern Time. Prescribers calling during non-business hours, including weekends and State of Florida observed holidays shall access the toll-free services voice mailbox, or an equivalent system which shall handle these calls. The Vendor shall ensure that messages left on the voice mailbox or equivalent system are returned within one (1) business day. The Vendor must have a tracking system to demonstrate compliance with returning telephone calls for messages left during non-business hours. The technical support help desk shall be capable of handling calls from Prescribers whose primary language is not English. At a minimum, the technical support help desk shall be capable of processing calls for the Spanish and Creole speaking population.

9. Reporting

a) Status Reports

During the implementation phase, as defined in the Agency approved final implementation plan, the Vendor shall submit weekly status reports describing activities, problems, risks, and recommendations for completion, resolution or risk management. Weekly status reports shall be due to the Agency's contract manager on Monday following the weekly reporting period in an format approved by the Agency. Upon completion of the implementation phase, the Agency may request bi-weekly status reports containing the information described below. Bi-weekly status reports shall be due to the Agency on the Monday following the end of the bi-weekly reporting period. The Vendor's failure to maintain the required reporting standards may result in sanctions being imposed. The required status reports shall address, at a minimum, the following information:

- 1) Call center performance including:
 - Call abandonment rate after the first twenty (20) seconds;
 - Average speed for answering calls at initial pick up;

- Call waiting time after initial pick up;
- Total number of calls received; and
- Percentage of calls answered in sixty (60) seconds or less.

2) Prior authorization statistics including:

- Number and percentage of prior authorization requests not processed within the specified timeframes as specified in section D.7.A.2, Prior Authorization Timeframes;
- Number of prior authorization requests per day, per week and per procedure code;
- Number of prior authorization reviews by procedure code;
- Number of requests requiring a second level review;
- Number of approvals by procedure code;
- Number of denials categorized by reason for denial;
- Number of appeals and appeal outcome; and
- Number and outcome of inter-rater reliability audits.

3) Inquiry and complaint statistics (such as decision challenges), including grievance process:

- Number and type of inquiries and complaints from Medicaid beneficiaries;
- Number and type of inquiries and complaints from Prescribers;
- Number of complaints sorted by status code (i.e. active, pending information, closed, etc.); and,
- The number of inquiries and complaints not responded to within the timeframe specified in the performance standards for grievances and appeals.

4) Training Activities including:

- Number of training events held by date and locations;
- Number of participants; and
- Survey results from training activities

b) Ad Hoc Reports

The Vendor shall have the ability to create ad hoc reports and submit them to the Agency within ten (10) business days after the date of Agency request, unless otherwise specified by the Agency.

10. Staffing

The Vendor shall maintain staffing levels sufficient to complete all of the services and meet the requirements specified in this ITN and the resulting contract, and shall be prepared at all times to recruit credentialed, appropriately licensed, and qualified staff to implement all aspects of the services required in this ITN 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 in this ITN and the resulting contract, it shall 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 re-assign any personnel whose continued presence would be detrimental to the completion of the contracted services.

a) Contract Manager

- 1) The Vendor shall assign and dedicate a contract manager to coordinate all contract activities between the Agency and the Vendor. The Vendor's contract manager shall have experience in utilization management of outpatient advanced diagnostic imaging services, and be capable of overseeing all contract activities for which the Vendor is responsible.
- 2) The Vendor's contract manager shall work directly with the Agency and shall be a full-time employee of the Vendor located in the State of Florida, with the authority to revise processes or procedures and assign additional resources, as needed, to maximize the efficiency and effectiveness of services required under the resulting contract. Full-time is defined as (40) hours per week, dedicated to the resulting contract. The Vendor's contract manager, or other representative, shall meet with Agency staff in person or by telephone at the request of Agency representatives to discuss issues pertinent to the resulting contract, such as the status of contract activities, Vendor performance, training, benefit analysis, necessary revisions, reviews, reports and planning, etc.

b) Prior Authorization Review Staff

The Vendor's prior authorization review staff shall include Florida licensed physicians and registered nurses for reviewing all prior authorization requests received by the Vendor. At a minimum, the Vendor shall employ a board certified, current Florida licensed radiologist to serve as the Medical Director. The Vendor's prior authorization review staff shall include alternate language speaking staff, to serve the non-English speaking populations. At a minimum Spanish and Creole speaking staff will be available during normal business hours.

The responsibilities of the Vendor's Medical Director and the prior authorization reviewer(s) are as follows:

1) Medical Director

The Vendor's Medical Director shall:

- a. Ensure that prior authorization denials are made only by a currently Florida licensed physician;
- b. Implement an appeal process, as described Attachment N, Grievance Process, in which the denied request is reconsidered by a board certified Florida licensed physician, other than the one who denied the initial request;
- c. Serve as a resource for clinical issues for call center staff, and
- d. Participate in denial of service appeals by attending appeal hearings and defending denial decisions on behalf of the Agency.

2) Prior Authorization Request Reviewer(s)

The Vendor's Prior Authorization Review Staff shall:

- a. Be appropriately trained by the Vendor of all the review procedures and processes prior to processing any prior authorization reviews;
- b. Review and approve, deny or modify prior authorization requests for advanced diagnostic imaging services;
- c. Educate Prescribers through written communications whose requests are denied, as to why the service was denied and, if applicable, which service is appropriate;
- d. Serve as a resource for clinical issues for call center staff;
- e. Participate in denial of service appeals by attending appeal hearings and defending denial decisions on behalf of the Agency; and
- f. Retrieve calls made during non-business hours and return them by the end of the following business day.

c) Information Technology Support Staff

The Vendor must maintain sufficient Information Technology (IT) staff (including at least one (1) manager) to manage housing of data, data analysis, storage and other information technology functions related to the services specified in this ITN and the resulting contract. IT Staff shall be available through the Technical Support Help Desk.

d) Staff Licensing and Certification

The Vendor shall be responsible for assuring that all persons assigned to perform a function under the resulting contract, whether they are employees, agents, subcontractors, or anyone acting for or on behalf of the Vendor, are properly licensed and/or certified as required under applicable state and federal laws and/or regulations to perform the functions assigned to them.

e) Staffing Vacancy Notification

The Vendor shall notify the Agency in writing of any vacancies in key personnel within two (2) business days of the position(s) becoming vacant, or when the Vendor becomes aware, whichever is sooner. For purposes of this ITN key personnel is defined as the Contract Manager and the Medical Director.

f) Subcontracts

The Vendor shall not enter into any subcontract for services to be provided under the resulting contract without the expressed, written prior consent of the Agency. A proposed subcontractor shall be subject to requirements of this ITN and the resulting contract, but the Vendor shall maintain full responsibility for all work to be performed under the resulting contract. Each approved subcontractor shall be subject to the same general terms and conditions as the Vendor. No subcontract that the Vendor enters into, with respect to performance under the resulting contract, shall in any way relieve the Vendor of any responsibility for performance of its duties.

The Vendor must submit all subcontracts and any amendment(s) to approved subcontracts to the Agency no later than thirty (30) calendar days prior to the subcontract effective date. The Agency's contract manager shall approve subcontracts in writing.

11. Provider Advisory Board and Outreach Group

The Vendor shall work with a Provider Advisory Board and Outreach Group created by the Agency to address implementation and on-going training, concerns, issues, and ideas of Florida Medicaid Prescribers, Medicaid beneficiaries, and the Agency. The Provider Advisory Board and Outreach Group will serve, but not be limited to, helping set criteria, determine the types of services to be prior authorized, informing the Agency of any changes in accepted practices guidelines, etc.

D.8 Implementation

- A. Within ten (10) business days following execution of the resulting contract, the Vendor shall prepare and submit to the Agency a final implementation plan, outlining the steps necessary for the Vendor to complete the services specified in this ITN and the resulting contract. During the implementation phase, as defined in the implementation plan, the Agency and the Vendor shall conduct weekly status calls to discuss the required status reports. The Vendor's contract manager shall act as the primary contact during implementation. At a minimum, the final implementation plan shall include:
 - 1. A description of the implementation activities required for completion in order to become fully operational;
 - 2. A description of how the Vendor will minimize disruption to Prescribers during implementation;
 - 3. Anticipated dates of completion for resulting contract activities;
 - 4. Any potential barriers to completion of activities and proposed solutions, including a description of any assistance needed by the Agency; and
 - 5. Draft system procedure manual for receiving and updating data, as specified in Section D.6.A.7, Prescriber Training and Outreach.
- B. The final implementation plan shall be developed in coordination with the Agency and the Provider Advisory Board and Outreach Group, and shall be based upon the requirements of this ITN, the resulting contract and the Vendors' preliminary implementation plan, as submitted with their response to this ITN, including any issues that are addressed during negotiations. The Vendor shall participate in meetings with the Agency, the Provider Advisory Board and Outreach Group, and relevant parties prior to the commencement of resulting contract services for purposes of coordinating contract implementation activities. The Vendor and Provider Advisory Board and Outreach Group will meet at the request of the Agency.
- C. Upon completion and Agency approval of all implementation activities, the Agency shall test the Vendor's application to confirm that the application performs according to the design. The Agency's testing shall take into consideration Prescriber user feedback. The Agency reserves the right to request modification to the application based on Agency testing and Prescriber user feedback. Such modification shall be made at no additional cost to the Agency. The Agency and the Vendor shall agree to timeframes

for completion of modifications to the application based on the level of difficulty of the request.

- D. Any unapproved deviation by the Vendor from the Agency-approved final implementation plan shall be regarded by the Agency as a material breach, and all sanctions provided for in this ITN and the resulting contract shall be enforced by the Agency.

D.9 Internal Quality Control

The Vendor shall establish and maintain a written, internal quality control program for meeting the requirements and addressing the responsibilities specified in this ITN and the resulting contract. The Vendor shall implement an Agency approved quality control plan that shall become effective no later than thirty (30) calendar days following execution of the resulting contract. Inter-rater reliability is an important internal audit control tool that must be included in the quality control plan.

The Vendor shall designate individual(s) responsible for evaluating staff performance, including that of subcontractors. At a minimum, the Vendor's internal quality control program shall include monitoring of:

- A. Knowledge and appropriate application of review criteria by review staff;
- B. Knowledge and application of Agency approved guidelines by review staff;
- C. Inter-rater reliability among review staff;
- D. On-going monitoring of all review staff;
- E. Data collection methodologies;
- F. Adherence to established review timeframes; and
- G. Timely dissemination of required reports.

D.10 Information Technology Requirements

The Vendor shall maintain hardware and software sufficient to implement and manage the services specified in this ITN and the resulting contract. Specifically, the Vendor shall:

- A. Supply all hardware/software platforms and ensure they are consistent for all users;
- B. Conduct daily updates for Prescribers based on the amount of data to transmit;
- C. Maintain a disaster recovery plan for restoring the on-line application software, current master files and for hardware back-up if the production systems are disabled; and
- D. Participate in testing with the Agency's Medicaid Fiscal Agent prior to completion of implementation as designated by the Agency to assure compliance with electronic transmission of information and compliance with established Agency data transmission and Health Insurance Portability and Accountability Act (HIPAA) policies.

D.11 Security and Privacy

- A. HIPAA Compliance – The Vendor shall ensure that the transmission of Medicaid beneficiary data from the Agency's Fiscal Agent and to the physician practice management software meets the requirements of HIPAA regulations.
- B. The Vendor shall ensure its system meets HIPAA security and privacy requirements by obtaining creditable external third party review and certification and submit the certification to the Agency for review and approval prior to Agency testing of the Vendor's system.

D.12 Performance Standards and Sanctions

- A. If the Vendor's on-line application fails to enable prescribers to submit prior authorization requests as specified in the ITN and the resulting contract, at no fault of the Prescriber, the Agency will provide written notification via e-mail to the Vendor's contract manager requesting that the non-compliance be remedied. The Vendor shall remedy the non-compliance within three (3) business days from receipt of the Agency's written notification. After this period, the Agency may impose a sanction of a \$100.00 per day for each calendar day in which the Vendor's on-line application fails to enable Prescriber access as specified in the resulting contract.
- B. In addition to the terms of Item A above, the Agency's contract manager will monitor the Vendor's overall performance in accordance with the specifications of the contract. If the Agency determines that the Vendor has not met the specifications of this ITN and/or the resulting contract, the Agency's contract manager will notify the Vendor of its non-compliance and, if deemed appropriate, request a corrective action plan (CAP) and a due date by which corrective action shall be taken. The CAP shall, at a minimum, detail how the Vendor will remedy the non-compliance and the anticipated time needed to make such remedy. If the Vendor fails to submit a CAP as requested by the Agency, or fails to remedy the non-compliance as described in its CAP, the Agency may impose a sanction of \$100.00 per day for each calendar day, until the non-compliance is remedied, as determined by the Agency.
- C. If the number of reviews completed in any one month exceeds a total of 18,000, the Agency may request an audit of the Vendor's claims prior to processing payment of the invoice for that month's services. If the Agency determines that the Vendor has reported and billed for more than one (1) review where only a single review should have been completed, as specified in the resulting contract, the Agency may reduce payment to the Vendor by 1% for each incident in which a review has been duplicated and billed separately. In determining whether a billed review is a duplication, the Agency will follow its definition of a single prior authorization review as specified in Section D.4, Prior Authorization Review(s).

D.13 Copyrights

- A. 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 as a result of the resulting contract.

- B. The Agency shall own the application developed by the Vendor for the services described in this ITN and the resulting contract. Upon completion and/or termination of the resulting contract, the Vendor shall relinquish all data source information and coding pertinent to the use of the application to the Agency.

D.14 Equipment

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

D.15 Method of Payment

The resulting contract shall utilize a fixed price (unit cost) method of payment. The Agency will pay the Vendor in arrears, a one-time, fixed implementation price upon satisfactory completion of all implementation activities as approved by the Agency. Beginning the first month following completion and approval of implementation, the Agency will pay the Vendor in arrears a monthly payment for on-going operations. The on-going monthly fixed operations unit cost will be based on the selected Vendor's tiered pricing as specified in Attachment J, Cost Proposal.

Invoices and supporting documentation shall be submitted to the Agency's designated contract manager no later than fifteen (15) calendar days following the end of the invoicing month. Supporting documentation shall include, at a minimum, the number of utilization management reviews completed and the date of their completion. Invoices shall include, at a minimum, an invoice date, invoice number, the Agency's contract number, the payment tier identifier for the unit cost associated with the invoice, and a payment remittance address.

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EXHIBIT 1

DEFINITION(S) AND ACRONYM(S)

A. Definitions

Adverse determination - denied or modified prior authorization.

Fiscal Agent – A private entity under contract with AHCA to process Medicaid claims and perform other functions. The current fiscal agent is HP Enterprise Services, LLC.

Florida Medicaid Management Information System (FMMIS) - Agency for Health Care Administration's computer system used to process Florida Medicaid claims and to produce management information relating to the Florida Medicaid program.

Inter-rater Reliability - Consistency of reviews between reviewers.

Medicaid Beneficiary - a person that receives health coverage from Medicaid.

Prescriber - Medicaid authorized provider who requests a prior authorization.

Provider Advisory Board and Outreach Group - A group established by the Agency to work with the selected vendor by providing input during the implementation phase of the project.

Second Level Review - Prior authorization request that cannot be given or determined without additional information being provided from the Prescriber to complete the review.

B. Acronyms

CTA - Computerized Tomographic Angiography (CTA)

CT - Computerized Tomography (CT)

FMMIS – Florida Medicaid Management Information System

MRA - Magnetic Resonance Angiography

MRI - Magnetic Resonance Imaging

PET - Positron Emission Tomography

ATTACHMENT E EVALUATION CRITERIA

E.1 Review of Mandatory Criteria

The Procurement Office will evaluate responses to this ITN against the mandatory criteria found in Part I, Mandatory Criteria. Responses failing to comply with all mandatory criteria will not be considered for further evaluation. Attachment C, Section C.7, Mandatory Requirements, does not affect the requirements of mandatory criteria in Part I of this attachment.

E.2 Past Performance Evaluation

Past performance will be scored based on answers to the questions outlined in Attachment F, Evaluation Questionnaire for Past Performance, received from three (3) client references. A score will be assigned for each individual client reference. Each reference is worth a maximum of 68 points. A maximum of four (4) attempts will be made by telephone to contact the clients for 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 references other than those identified by the respondent to obtain additional information regarding past performance. Information obtained from contacted references and additional contacts will 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 ITN will be disqualified at the Agency's sole discretion.

E.4 Cost Proposal Evaluation

The Agency will evaluate each cost proposal and award points separately for the implementation unit cost and for the monthly unit costs, as specified in Attachment J, Cost Proposal. For each of the separate unit costs (implementation and monthly), the respondent with the lowest proposed per unit cost will receive the maximum allowable points (5 points) for that unit cost. The remaining respondents will receive a percentage of the maximum points for that unit, rounded to the nearest whole number based on the following formula:

$\frac{\text{Lowest Proposed Unit Cost}}{\text{Current Respondent's Proposed Unit Cost}}$	=	"%"	X	5	=	<i>Total Points Awarded Rounded to the Nearest Whole Number</i>
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Example:

In this example, there are three (3) respondents and three (3) unit cost requirements:

	Proposed Per-Unit Cost					
	Unit Cost 1	Points Awarded	Unit Cost 2	Points Awarded	Unit Cost 3	Points Awarded
Respondent A	\$200	5	\$380	4	\$4,000	4
Respondent B	\$295	3	\$298	5	\$3,250	5
Respondent C	\$198	5	\$415	4	\$5,680	3

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 having experience and knowledge of the services required by this ITN. The Agency reserves the right to have specific sections of the responses evaluated by less than three (3) individuals.

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

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.

E.6 Ranking of Responses

A total score will be calculated for each technical response. The total point scores will be used to rank the responses by evaluator (response with the highest number of points = 1, second highest = 2, etc.). An average rank for each response will be calculated for all evaluators. The Agency will negotiate with the three (3) highest ranked respondents.

See scoring example below:

SCORING EXAMPLE:

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

Step 1

A total score will be calculated for each response.

Evaluator A		Evaluator B		Evaluator C		Evaluator D	
Respondent 1	451 pts.	Respondent 1	401 pts.	Respondent 1	316 pts.	Respondent 1	418 pts.
Respondent 2	425 pts.	Respondent 2	390 pts.	Respondent 2	443 pts.	Respondent 2	449 pts.
Respondent 3	397 pts.	Respondent 3	419 pts.	Respondent 3	389 pts.	Respondent 3	435pts.
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	$3+4+1+4=12\div4=3.0$

Step 4

The average rankings for each response will be used to determine which respondents will be invited to participate in negotiations. In this example, respondents 1, 2 and 3 would be eligible for negotiations.

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PART I

MANDATORY CRITERIA

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

QUESTIONS		YES	NO
A.	Does the response include a transmittal letter, signed by an individual having authority to bind the respondent, containing the following information, as outlined in Section C.38? 1. The proposal guarantee, as specified in Section C.15 of this ITN ☐		
B.	Does the response include three (3) separate and verifiable client references, as required in Section C.38.B?		
C.	Does the response include a signed Attachment G, Required Certifications, as specified in Section C.14 of this ITN?		
D.	Does the response include financial information no more than twelve (12) months old, as required in Section C.38.C?		
E.	Does the response include Attachment J, Cost Proposal, including Attachment J-1, Detailed Budget, as required in Section C.38.D?		
F.	Does the response include a signed Attachment K, Required Statements, as specified in Section C.39 of this ITN, including required documentation ?		

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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 on pages 6 – 12.

	Maximum Raw Score Possible		Weight Factor		Maximum Points Possible
A. Transmittal Letter					
B. Past Performance					
1. Client #1	68	X	1	=	68
2. Client #2	68	X	1	=	68
3. Client #3	68	X	1	=	68
C. Financial Information	20	X	2	=	40
D. Cost Proposal					
1. Fixed Implementation Cost	5	X	10	=	50
2. Tier 1 Unit Cost (1 – 5,000 Completed Reviews Per Month)	5	X	5	=	25
3. Tier 2 Unit Cost (5,001 – 13,000 Completed Reviews Per Month)	5	X	5	=	25
4. Tier 3 Unit Cost (13,001 – 18,000 Completed Reviews Per Month)	5	X	12	=	60
5. Tier 4 Unit Cost (18,001 – 23,000 Completed Reviews Per Month)	5	X	5	=	25
6. Tier 5 Unit Cost (23,001 or more Completed Reviews Per Month)	5	X	5	=	25
E. Technical Response					
1. Summary					
2. Organizational Background and Experience	20	X	6	=	120
3. Prior Authorization Review Process	30	X	4	=	120
4. Secure Web-Based Application	35	X	2	=	70
5. Toll-Free Call Center for Prior Authorization Requests	35	X	2	=	70
6. Prescriber Training and Outreach	15	X	10	=	150
7. Technical Support Help Desk	35	X	3	=	105
8. Reporting	25	X	1	=	25
9. Staffing	55	X	2	=	110
10. Preliminary Implementation Plan	25	X	4	=	100
11. Internal Quality Control	30	X	3	=	90
12. Information Technology Requirements	25	X	1	=	25
13. Security and Privacy	10	X	3	=	30
Total Points					1469

DETAILED EVALUATION CRITERIA COMPONENTS

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

Technical Response –

1. Summary

The respondent shall include a summary, no longer than ten (10) single sided pages in length, that demonstrates the respondent's overall understanding of the need for and purpose of the utilization management program for outpatient advanced diagnostic imaging services as described in Attachment D, Scope of Services, and provide an overview of the respondent's plan to provide the services with a minimal amount of burden on the prescribers. ***(No points will be awarded for the Summary section).***

2. Organizational Background and Experience

The respondent shall include evidence of its capability to provide the services by describing its organizational background and experience. This section shall be evaluated based on the following: ***(This section is worth a maximum of 20 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy of the respondent's organizational structure, history, legal structure, ownership, affiliations, and location(s).
- b. The adequacy of the respondent's corporate qualifications and its demonstrated ability to provide the services described in this ITN.
- c. The level of experience the respondent demonstrates through its summary of projects or services administered by the respondent similar to the services described in this ITN.
- d. The adequacy of the respondent's experience in providing the type of services described in this ITN to other health care payers within the state of Florida.

3. Prior Authorization Review Process

The respondent shall demonstrate its proposed approach to the prior authorization review process as described in Attachment D, Scope of Services, Section D.7.A, Items 1 through 4. ***(This section is worth a maximum of 30 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy and viability of the respondent's proposed advanced imaging decision criteria and protocol for approving prior authorization requests.
- b. The adequacy and the appropriateness of the respondent's proposed list of services to be prior authorized.
- c. The adequacy of the respondent's proposed plan to communicate daily results of prior authorizations to the Agency's Medicaid Fiscal Agent.
- d. The adequacy of the respondent's proposed plan to ensure Agency-approved guidelines are followed to determine medical necessity as defined in the Provider General Handbook, including Prior Authorization Timeframes.

- e. The adequacy of the respondent's proposed policies and procedures for adverse determination notification to the Prescriber and to the Medicaid beneficiary.
- f. The adequacy of the respondent's proposed policies and procedures for processing and tracking grievances and appeals.

4. Secure Web-Based Application

The respondent shall demonstrate its capability to implement, operate and maintain a secure web-based application for Prescribers to request prior authorizations, as described in Attachment D, Scope of Services, Section D.7.A.5., Secure Web-Based Application. ***(This section is worth a maximum of 35 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy and viability of the respondent's proposed approach to providing a secure web-based application for each of the following required components and/or functions:
 - 1) Receive prior authorization requests from Prescribers.
 - 2) Respond to Prescriber inquiries.
 - 3) Publish the coverage/prior authorization review criteria.
 - 4) Publish educational material(s) and/or updates for Prescribers reference.
 - 5) Provide approval and denial notification to Prescribers.
 - 6) Ease burden on prescribers and minimize disruption to their practices.
- b. The adequacy of the respondent's proposed plan to notify Prescribers when updates within the secure web-based application have occurred and if those updates will affect their hardware and software.

5. Toll-Free Call Center for Prior Authorization Requests

The respondent shall demonstrate its capability to implement, operate and maintain a Toll-Free Call Center for Prescribers to request prior authorizations, as described in Attachment D, Scope of Services, Section D.7.A.6, Toll-Free Call Center for Prior Authorization Requests. ***(This section is work a maximum of 35 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy and the viability of the respondent's proposed approach to providing a Toll-Free Call Center for prior authorization reviews based on its description of the following components and/or functions:
 - 1) Proposed staffing levels specific to the Call Center.
 - 2) Proposed training for Call Center staff.
 - 3) The respondent's draft of the questionnaire Call Center staff will utilize to process prior authorization requests.
 - 4) Proposed plan for ensuring Call Center operational hours meet the requirements off the ITN and the resulting contract.

- 5) Proposed plan for ensuring the availability of alternate language speaking staff for callers whose primary language is not English (Spanish and Creole, at a minimum).
- 6) Proposed plan for call receipt protocol, such as call waiting times, dropped calls, and return calls, etc.
- 7) Proposed State of Florida physical location for the Call Center.

6. Prescriber Training and Outreach

The respondent shall demonstrate its capability to provide initial and on-going training of Prescribers during the entire term of the resulting contract as described in Attachment D, Scope of Services, Section D.7.A.7, Prescriber Training and Outreach. ***(This section is worth a maximum of 15 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy of the respondent's proposed plan for implementing training activities based on the following criteria:
 - What training events will be held;
 - The length of the training events;
 - The media that will be used;
 - Scheduling;
 - Content;
 - Method of presentation;
 - Proposed materials; and
 - Promotion of the events.
- b. The adequacy of the respondent's plan to educate Prescribers regarding the reasons for prior authorization denials, including response methods and frequency of communication back to the prescriber, in a manner that is least burdensome to the Prescriber.
- c. The adequacy of the respondent's proposed system procedure manual and its plan to ensure the manual remains up-to-date and available to all participating prescribers.

7. Technical Support Help Desk

The respondent shall demonstrate its capability to ensure technical support Prescribers as required in Attachment D, Scope of Services, Section D.7.A.8, Technical Support Help Desk. ***(This section is worth a maximum of 35 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy of the respondent's proposed information technology resources to manage a system support help desk to provide on-going and prompt telephone support to participating prescribers requesting prior authorization.
- b. The adequacy and the viability of the respondent's proposed approach to providing a Toll-Free Call Center for prior authorization reviews based on its description of the following components and/or functions:
 1. Proposed staffing levels specific to the support help desk.
 2. Proposed training for support help desk staff.

3. Proposed plan for ensuring the support help desk operational hours meet the requirements off the ITN and the resulting contract.
 4. Proposed plan for ensuring the availability of alternate language speaking staff for callers whose primary language is not English.
 5. Proposed plan for call receipt protocol, such as call waiting times, dropped calls, and return calls, etc.
- c. The adequacy and viability of the respondent's proposed approach to providing technical support to provide prompt service to prescribers in the least burdensome way.

8. **Reporting**

The respondent shall demonstrate its capability to perform the required reporting functions as described in Attachment D, Scope of Services, Section D.7.A.9, Reporting. ***(This section is worth a maximum of 25 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy of the respondent's proposed data systems to be used in generating reports.
- b. The adequacy of the respondent's approach to collecting, recording and analyzing data to be submitted to the Agency.
- c. The adequacy of the respondent's plan to ensure data is reported accurately and timely.
- d. The adequacy of the respondent's proposed ad hoc reporting capabilities.
- e. The adequacy of the respondent's proposed approach for oversight and management of reporting requirements.

9. **Staffing**

The respondent shall demonstrate its capability to provide staffing levels to meet the requirements specified in this ITN by describing the qualifications and experience of its proposed staff. ***(This section is worth a maximum of 55 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy of the respondent's proposed staffing levels and their assigned responsibilities as demonstrated in its table of organization.
- b. The adequacy of the respondent's proposed contract manager, based on their qualifications and experience.
- c. The adequacy of the respondent's proposed contract manager in terms of their oversight of the program including assigned responsibilities and full time designated responsibility to the resulting contract.
- d. The adequacy of the respondent's plan to ensure the proposed contract manager, or other designated representative, will be available to meet in person or by telephone at the request of Agency representatives.

- e. The adequacy of the respondent's proposed Medical Director based on their qualifications and experience.
- f. The adequacy of the respondent's proposed Medical Director in terms of their assigned responsibilities in terms of full time designated responsibility to the resulting contract.
- g. The adequacy of the respondent's proposed review staff based on its demonstrated capability to ensure quality review of prior authorization requests and related functions as described in this ITN.
- h. The adequacy of the respondent's proposed information technology staff, including managerial staff, based on their qualification and experience, to manage the information technology components of this ITN and their assigned area(s) of responsibility.
- i. The adequacy of the respondent's proposed information technology support staffing levels for demonstrating its capability to ensure ongoing system operations, support any new technology, provide system training and support to Prescribers statewide as specified in this ITN.
- j. The adequacy of the respondent's proposed employee recruitment and retention plan for hiring and maintaining the required staff, including alternate language speaking staff as required by this ITN.
- k. The adequacy and appropriateness of the respondent's proposed subcontracting plan.

10. Preliminary Implementation Plan

The respondent shall describe in detail its preliminary implementation plan based on the requirements of the final implementation plan described in Attachment D, Scope of Services, Section D.8, Implementation Plan. ***(This section is worth a maximum of 25 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy of the respondent's proposed implementation activities to become operational and how the prescribers are taken into consideration in each step of the implementation plan.
- b. The adequacy the respondent's timeline for implementing and completing the services specified in this ITN; including one (1) sixty (60) day period from the date of Contract execution to establish a working relationship with the Provider Advisory Board and Outreach Group and one(1) sixty (60) day period for completing Prescriber Training and Outreach subsequent to creating an implementation plan with the Provider Advisory Board.
- c. The adequacy and viability of the respondent's proposed plan to for meeting with the Agency selected Provider Advisory Board and Outreach Group.
- d. The viability of the respondent's plan to identify any potential barriers to timely implementation and proposed methods for overcoming them.
- e. The adequacy of the respondent's identification of any additional assistance needed from the Agency in regard to system testing, training, data exchange, or other assistance as it relates to the services specified in this ITN.

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11. Internal Quality Control

The respondent shall demonstrate its capability to implement and maintain an internal quality control program to meet the requirements of the ITN and the resulting contract as described in Attachment D, Scope of Services, Section D.9, Internal Quality Control. ***(This section is worth a maximum of 30 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy of the respondent's proposed internal quality control policies and any existing or proposed quality control committees or staff and their responsibilities in regard to quality control.
- b. The adequacy of how the respondent's quality control system addresses oversight of information technology resources and system maintenance and reliability to ensure reliable, prompt, and accurate prescriber access.
- c. The adequacy of the respondent's overall proposed plan to conduct quality assessments, internal review of work performed by employees and any subcontractors assigned to provide contract services.
- d. The adequacy of the respondent's proposed plan to ensure inter-rater reliability between review staff.
- e. The adequacy of the respondent's proposed plan for performance improvements.
- f. The adequacy of the respondent's plan to ensure compliance with the Agency's prior authorization process timeframes and standards, as specified in Attachment D.8.

12. Information Technology Approach

The respondent shall demonstrate its capability to meet the Information Technology requirements as described in Attachment D, Scope of Services, Section D.10, Information Technology Requirements. ***(This section is worth a maximum of 25 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy of the respondent's proposed hardware and software to implement and operate its proposed secure web-based application.
- b. The adequacy of the respondent's plan to ensure its proposed hardware and software platforms remain consistent for all users.
- c. The adequacy of the respondent's proposed plan for ensuring the on-line application (hardware and software) will be updated for prescribers.
- d. The adequacy of the respondent's proposed hardware and software disaster recovery plan.
- e. The adequacy and viability of the respondent's plan to ensure accurate and prompt interface with the Florida Medicaid Management Information System (FMMIS) and assure compliance with electronic transmission of information.

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13. Security and Privacy

The respondent shall demonstrate its capability to maintain security of the data being transmitted as required in Attachment D, Scope of Services, Section D.11, Security and Privacy. ***(This section is worth a maximum of 10 raw points with each component being worth a maximum of 5 points each.)***

- a. The adequacy of the respondent's plan to ensure its proposed hardware and software platform will meet HIPAA security and privacy requirements.
- b. The adequacy of the respondent's current and/or proposed IT Security Controls and how they will be utilized.

14. Innovative Concepts

Respondents are encouraged to identify and propose additional services or standards which exceed the minimum requirements of this ITN. ***(This section will not be evaluated by the Agency; however, these innovative concepts may be included in the resulting contract.)***

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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-Agency 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) may not be accepted as Past Performance references under this solicitation.

The Agency will review its records to identify all contracts that the respondent has undertaken with the Agency as the prime vendor since February 24, 2005. 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 time-frame specified above, the Agency 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 (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 references other than those identified by the respondent to obtain additional information regarding past performance. Any information obtained as a result of such contact will be used to determine whether or not the respondent is a "responsible vendor", as defined in section 287.012(24), Florida Statutes.

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 for this client:

Client #2

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 for this project:

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 for this project:

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 references, as indicated in Section C.38.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. Did the vendor submit design and development reports that were timely and accurate? Yes = 3; No = 0	
5. Did the vendor submit invoices that were timely? Yes = 3; No = 0	
6. Did the vendor submit operations reports that were timely and accurate? Yes = 3; No = 0	
7. Did you impose sanctions on the vendor during the contract period? Yes = 0; No = 3	
8. 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	
9. Did vendor staff maintain open lines of communication with your organization? Yes = 3; No = 0	
10. Did you ever request dismissal of any key staff? Yes = 0; No = 3	
11. Did the vendor's project/contract manager effectively manage the contract? Yes = 3; No = 0	
12. Was the vendor's staff responsive to technical direction from your organization? Yes = 3; No = 0	
13. Did the vendor's technical staff make requested modifications within designated time-frames? Yes=3; No=0	
14. Did the vendor go beyond the call of duty to resolve urgent issues/concerns expediently? Yes=3, No=0	
15. How would you rate the vendor's customer service to clients? Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	
16. Did the vendor provide quality and effective training on using its systems? Yes=3; No=0	
17. Was the vendor's staff knowledgeable of the contract requirements and scope of work? Yes = 3; No = 0	
18. Was the vendor's staff knowledgeable of your business rules regarding services? Yes = 3; No = 0	
19. Did the vendor work cooperatively with other agencies and providers during the course of the contract? Yes = 3; No = 0	
20. Would you contract with this vendor again? Yes = 3; No = 0	
21. How would you rate the vendor's contract implementation on behalf of the provider community? Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	
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

**Conflict of Interest Statement
(Non-Collusion)**

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

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 2 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 prospective 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 _____ To enter organization type, go to www.sunbiz.org, 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.
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. If this Contract contains federal funds, the Vendor shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in **Attachment _____**.
2. If this Contract contains federal funding in excess of \$100,000, the Vendor must, upon Contract execution, complete the Certification Regarding Lobbying form, **Attachment _____**. 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 Contract Manager.
3. Pursuant to 45 CFR, Part 76, if this Contract contains federal funding in excess of \$25,000, the Vendor must, upon Contract execution, complete the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Contracts/Subcontracts, **Attachment _____**.

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** , 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 provide a financial and compliance audit to the Agency as specified in **Attachment II** and to ensure that all related party transactions are disclosed to the auditor. Additional audit requirements are specified in **Attachment I**, Special Provisions, **Section** .
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 five (5) years after termination of this Contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) 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** . These reports will be used for monitoring progress or performance of the contractual services as specified in **Attachment** .
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 Contractor 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, his 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 the Contract, Worker's Compensation Insurance for all his employees connected with the work of this project and, in case any work is subcontracted, the Vendor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under this Contract are covered by the Vendor's self insurance program. Such self insurance or insurance coverage shall comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Vendor under this Contract and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Vendor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Agency, for the protection of his 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, 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 Contract. The Vendor is responsible for determining the minimum 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 certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice 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. Financial Reports

To provide financial reports to the Agency as specified in **Attachment** .

J. 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.

K. 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), (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.
2720-G Blair Stone Road
Tallahassee, Florida 32301
(850) 487-3774
Toll Free: 1-800-643-8459
Website: www.pridefl.com

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 the state 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

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.

L. 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.

M. 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.

N. Requirements of Section 287.058, Florida Statutes

1. To submit bills for fees or other compensation for services or expenses in sufficient detail 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, when specified in **Attachment** , 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** , to be received and accepted by the Contract Manager prior to payment.
4. To comply with the criteria and final date by which such criteria must be met for completion of this Contract as specified in Section III, Paragraph A. of this Contract.
5. 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 Article I of the State Constitution and Section 119.07(1), Florida Statutes. It is expressly understood that substantial evidence of the Vendor's refusal to comply with this provision shall constitute a breach of Contract.

O. Sponsorship

As required by Section 286.25, Florida Statutes, if the Vendor is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it shall, in publicizing, advertising or describing the sponsorship of the program, state:

"Sponsored by **ENTER VENDOR NAME OR N/A IF A GOVERNMENTAL ORGANIZATION** 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.

P. 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.

Q. 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.

R. 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.

S. 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 III**.

T. 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.

U. 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.

V. Vendor Performance

Penalties or sanctions for unsatisfactory performance under this Contract are specified in **Attachment I**, if applicable.

II. THE AGENCY HEREBY AGREES:

A. Contract Amount

To pay for contracted services according to the conditions of **Attachment I** 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 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) 488-5869, or utilize the Department of Financial Services website at www.dfs.state.fl.us/interest.html. Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of 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) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

III. THE VENDOR AND AGENCY HEREBY MUTUALLY AGREE:

A. Effective/End Date

This Contract shall begin upon execution by both parties or _____, (whichever is later) and end _____, inclusive.

B. 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.

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(4), 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.

C. Contract Managers

1. The Agency's Contract Manager's name, address and telephone number for this Contract is as follows:

Enter Contract Manager's Name
Agency for Health Care Administration
Enter Street Address

,

2. The Vendor's Contract Manager's name, address and telephone number for this Contract is as follows:

Enter Contract Manager's Name
Enter Vendor Name
Enter Street Address

,

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

D. 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.

E. 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:

Enter Vendor Name
Enter PO Box or Street Address

,

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

Enter Contact Person's Name
Enter Vendor Name
Enter PO Box or Street Address

,

F. 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.

VENDOR:

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

**SIGNED
BY:**

NAME:

TITLE:

DATE:

**SIGNED
BY:**

NAME:

TITLE:

DATE:

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

VENDOR FISCAL YEAR ENDING DATE:

List of attachments included as part of this Contract:

Specify Type	Number	Description (include number of pages)
Attachment	I	Scope of Services (Pages)
Attachment	II	Business Associate Agreement (3 Pages)
Attachment		()
Attachment		()
Attachment		()

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 the Proposed Unit Cost Table in Line A, the Respondent shall propose a fixed, one-time cost to complete all implementation tasks and activities.
- B. Where indicated in the Proposed Unit Cost Table in Lines B through F, the Respondent shall propose a fixed unit cost for a completed review for each specified tier for the operational period* of the original term of the resulting contract.
- C. The Respondent must include the required detailed budget (Attachment J-1) with this cost proposal to justify and explain its proposed one-time fixed implementation cost, and its proposed unit costs for completed reviews.

PROPOSED UNIT COSTS

LINE A	One-Time Proposed Fixed Implementation Cost	\$
LINE B	Tier 1 Unit Cost Per Review for 1 - 5,000 Completed Reviews	\$
LINE C	Tier 2 Unit Cost Per Review for 5,001 - 13,000 Completed Reviews	\$
LINE D	Tier 3 Unit Cost Per Review for 13,001 - 18,000 Completed Reviews	\$
LINE E	Tier 4 Unit Cost Per Review for 18,001 - 23,000 Completed Reviews	\$
LINE F	Tier 5 Unit Cost Per Review for 23,001 or more Completed Reviews	\$

*Operational period shall begin the 1st of the month following completion of implementation specified in the Agency-approved final implementation plan and shall continue through the end date of the original term of the resulting contract.

NOTES:

- 1) The intent of this ITN is to solicit a firm fixed price for the full original term of the resulting contract. The Agency **will not** agree to caveat language for pricing. 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 that the resulting contract is renewed, the proposed unit costs for each tier shall apply for the renewal period(s). The Agency reserves the right to re-negotiate the proposed unit costs if deemed necessary.

Name of Respondent

Name and Title of Respondent Representative

Respondent Representative's Signature

Date

ATTACHMENT J-1 DETAILED BUDGET

The following proposed budget shall include costs required for providing the services specified in this ITN, and shall support the proposed fixed implementation cost and the proposed fixed monthly operations cost as provided in Attachment J.

DESCRIPTION OF EXPENSES	IMPLEMENTATION PERIOD	OPERATIONAL PERIOD
DIRECT PERSONNEL		
Salaries		
Fringe Benefits		
Total Salaries Expense		
Temporary Personnel Services		
Contracted Personnel		
Other Personnel:		
Other Personnel:		
Other Personnel:		
TOTAL DIRECT PERSONNEL		
OTHER DIRECT		
Office Supplies		
Postage, Shipping, Fulfillment		
Software, Hardware		
Equipment Rental/Purchase		
Office Rent (Occupancy)		
Printing/Graphics (Materials)		
Travel - Training		
Travel – Other		
Telephone Charges		
Professional Services		
Advertising		
Training, Licensing, Recruiting		
Legal, Taxes, Misc.		
Other Direct:		
Other Direct:		
Other Direct:		
TOTAL OTHER DIRECT		
CAPITAL		
Telecommunications Equipment		
Computer Equipment		
Furniture		
Installation/Construction		
Other Capital:		
Other Capital:		
Other Capital:		
TOTAL CAPITAL		
TOTAL PERSONNEL		
TOTAL DIRECT		
TOTAL CAPITAL		
TOTAL CONTRACT EXPENSES*		

Respondent Name: _____

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

**ATTACHMENT K
REQUIRED STATEMENTS**

Statement of QIO or QIO-Like Designation

I hereby certify my company is a Federally Designated Utilization and Quality Improvement Organization (QIO) as established in Title XI, Part B of the Social Security Act or a QIO-like entity eligible for enhanced federal matching funds. A copy of the award/contract letter from CMS designating my company as a federally designated QIO or a letter from CMS certifying my company as a QIO-like is attached*.

Signature of Authorized Official

Date

Statement of Required Experience

I hereby certify that my company has one (1) year documented experience in providing utilization management of advanced diagnostic imaging services for other health care payers in the State of Florida.

Signature of Authorized Official

Date

Proposed Physical Location of Call Center

(Respondent's shall include the physical address for their proposed Call Center location.)

Respondent Name: _____

Street Address: _____

City: _____ **State:** _____ **Zip Code** _____

Telephone Number: _____

Signature of Authorized Official

Date

***The Agency will not attempt to verify a respondent's QIO certification and/or status through CMS in absence of the required documentation. The required documentation must be included for further consideration of the response.**

ATTACHMENT L
PROCEDURE CODES FOR ADVANCED IMAGING SERVICES

CT/CTA

70450- Computed tomography, head or brain; without contrast material
70460- CT head/brain with contrast
70470- CT head/brain w/o and with contrast
70480- Computed tomography, orbit, sella, or posterior fossa or outer, middle, or inner ear without contrast material
70481- CT orbit with contrast
70482- CT orbit w/o and with contrast
70486- Computed tomography, maxillofacial area; without contrast material
70487- CT maxillofacial with contrast
70488- CT maxillofacial w/o and with contrast
70490- Computed tomography, soft tissue neck; without contrast material
70491- CT soft tissue neck with contrast
70491- CT soft tissue neck w/o and with contrast
70496- CT angiography, head
70498- CT angiography, neck
71250- Computed tomography, thorax; without contrast material
71260- CT thorax with contrast
71270- CT thorax w/o and with contrast
71275- Computed tomographic angiography, chest without contrast material(s) and further sections, including image post-processing
72125- Computed tomography, cervical spine; without contrast material
72126- CT c spine with contrast
72127- CT c spine w/o and with contrast
72128- Computed tomography, thoracic spine; without contrast material
72129- CT t spine with contrast
72130- CT t spine w/o and with contrast
72131- Computed tomography, lumbar spine; without contrast material
72132- CT l spine with contrast
72133- CT l spine w/o and with contrast
72191- CT angiography pelvis
72192- Computed tomography, pelvis; without contrast material
72193- CT pelvis with contrast
72194- CT pelvis w/o and with contrast
72292- Radiological supervision and interpretation, percutaneous vertebroplasty or vertebral augmentation including cavity creation under CT guidance
73200- Computed tomography, upper extremity; without contrast material
73201- CT upper extremity with contrast
73202- CT upper extremity w/o and with contrast
73206- CT angiography upper extremity
73700- Computed tomography, lower extremity; without contrast material
73701- CT lower extremity with contrast
73702- CT lower extremity w/o and with contrast
73706- CT angiography lower extremity
74150- Computed tomography, abdomen; without contrast material
74160- CT abdomen with contrast
74170- CT abdomen w/o and with contrast

74175- CT angiography abdomen
75635- CT angiography abdominal aorta
76380- CT limited or localized follow-up study
77084- MRI imaging bone marrow blood supply

MRI/MRA

70336- MR imaging temporomandibular joint
70540- MRI face, orbit, neck without contrast
70542- MRI face, orbit, neck with contrast
70543- MRI face, orbit. Neck with and w/o contrast
70544- MRA head without contrast
70545- MRA head with contrast
70546- MRA head with and w/o contrast
70547- MRA neck without contrast
70548- MRA neck with contrast
70549- MRA neck with and w/o contrast
70551- MRI head without contrast
70552- MRI head with contrast
70553- MRI head with and w/o contrast
70554- MRI orbit, face and/or neck without contrast
70555- MRI brain: requiring MD administration of entire neurofunctional testing
70557- MRI brain during open intracranial proc; without contrast 2004
70558- MRI brain during open intracranial proc; with contrast
70559- MRI brain during intracranial; no contrast
71550- MRI chest without contrast
71551- MRI chest with contrast
71552- MRI chest with and w/o contrast
71555- MRA chest (exc myocardium) with or w/o contrast
72141- MRI cervical spine without contrast
72142- MRI cervical spine with contrast
72146- MRI thoracic spine without contrast
72147- MRI thoracic spine with contrast
72148- MRI lumbar spine without contrast
72149- MRI lumbar spine with contrast
72156- MRI c spine with and w/o contrast
72157- MRI t spine with and w/o contrast
72158- MRI l spine with and w/o contrast
72159- MRA spinal canal with and w/o contrast
72195- MRI pelvis without contrast
72196- MRI pelvis with contrast
72197- MRI pelvis with and w/o contrast
72198- MRA pelvis with or w/o contrast
73218- MRI upper extremity other than joint without contrast
73219- MRI upper extremity other than joint with contrast
73220- MRI upper extremity other than joint with and w/o contrast
73221- MRI upper extremity joint without contrast
73222- MRI upper extremity joint with contrast
73223- MRI upper extremity with and w/o contrast
73225- MRA upper extremity with or w/o contrast
73718- MRI lower extremity other than joint without contrast

73719- MRI lower extremity joint with contrast
73720- MRI lower extremity other than joint with and w/o contrast
73721- MRI lower extremity joint without contrast
73722- MRI lower extremity joint with contrast
73723- MRI lower extremity joint with and w/o contrast
73725- MRA lower extremity with or w/o contrast
74181- MRI abdomen without contrast
74182- MRI abdomen with contrast
74183- MRI abdomen with and w/o contrast
74185- MRA abdomen with or w/o contrast
76390- MRI spectroscopy
77021- MRI guidance for needle placement; rad supervision and interpretation
77022- MRI guidance for monitoring of parenchymal tissue ablation
77058- MRI breast with and/or without contrast unilateral
77059- MRI breast with and/or without contrast bilateral

PET

78459- Myocardial imaging, positron emission tomography (PET), metabolic evaluation
78491- Myocardial imaging, positron emission tomography (PET), perfusion; single study at rest or stress
78492- Myocardial imaging, positron emission tomography (PET), perfusion; multiple studies at rest or stress
78608- Brain imaging, positron emission tomography (PET), metabolic evaluation
78609- Brain imaging, positron emission tomography (PET), metabolic evaluation, perfusion evaluation
78807- Radiopharm localization of abscess, tomographic spect
78811- Tumor imaging, positron emission tomography (PET), limited area (eg. Chest, head/neck)
78812- Tumor imaging, positron emission tomography (PET), skull base to mid-thigh
78813- Tumor imaging, positron emission tomography (PET), whole body
78814- Tumor imaging, positron emission tomography (PET), with concurrently acquired computed tomography (CT) for attenuation correction and anatomical localization, limited area (eg. chest, head/neck)
78815- Tumor imaging, positron emission tomography (PET), with concurrently acquired computed tomography (CT) for attenuation correction and anatomical localization, skull base to mid-thigh
78816- Tumor imaging, positron emission tomography (PET), with concurrently acquired computed tomography (CT) for attenuation correction and anatomical localization, whole body

ATTACHMENT M

DIAGNOSIS CODES FOR MRIS AND CT SCANS

Upper Extremities

003.24-003.24	Salmonella osteomyelitis
015.50-015.56	Tuberculous dactylitis
095.5-095.7	Syphilis of bone, muscle, synovium, tendon, and bursa
115.10-115.19	Histoplasma infection
135-135	Sarcoidosis
140-208.9	Malignant neoplasm
213.4-213.5	Benign neoplasm of bone and articular cartilage of upper limb
215.2-215.2	Other benign neoplasm of connective and soft tissue of upper limb
215.8-215.8	Benign neoplasm other specified sites
232.6-232.6	Carcinoma in situ skin of upper limb
234.8-234.8	Carcinoma in situ of other specified sites
237.3-237.3	Neoplasm of uncertain behavior paraganglia
237.70-237.72	Neurofibromatosis
238.0-238.3	Neoplasm of uncertain behavior
238.7-238.8	Neoplasm of uncertain behavior
239.2-239.3	Neoplasm of unspecified nature of bone, soft tissue, skin and breast
274.0-274.0	Gouty arthropathy
353.0-353.0	Brachial plexus lesions
354.0-354.9	Mononeuritis of upper limb, and mononeuritis multiplex
356.0-359.9	Neuropathy, myopathy, and myoneural disorders
442.0-442.0	Aneurysm of artery of upper extremity
444.21-444.21	Arterial embolism and thrombosis of arteries of upper extremities
445.01-445.01	Atheroembolism of upper extremity
446.7-447.2	Takayasu's disease and other disorders of arteries and arterioles
451.83-451.84	Phlebitis and thrombophlebitis of deep veins of upper extremities
457.0-457.9	Non infectious disorders of lymphatic channels
682.3-682.3	Cellulitis and abscess of upper arm and forearm
696.0-696.0	Psoriatic arthropathy
711.01-715.94	Pyogenic arthritis, and other arthropathies
716.0-716.4	Other arthropathies upper extremities
716.00-716.04	Endemic polyarthritis
716.10-716.14	Traumatic arthropathy
718.00-718.2	Derangement of joint
718.10-718.14	Loose body in joint
718.8-718.9	Other derangement of joint
718.20-718.24	Pathological dislocation
718.30-718.34	Recurrent dislocation of joint
718.40-718.44	Contracture of joint

718.50-718.54Ankylosis of joint
 718.70-718.74Developmental dislocation of joint
 718.80-718.84 Other joint derangement, not elsewhere classified
 719.00-719.04 Effusion of joint
 719.10-719.14Hemarthrosis
 719.20-719.24 Villonodular synovitis
 719.40-719.44 Joint pain
 719.50-719.54 Stiffness of joint, not elsewhere classified
 719.60-719.64Other symptoms referable to joint
 719.80-719.84Other specified disorders of joint
 725-725Polymyalgia rheumatica
 726.0-726.4Adhesive capsulitis of shoulder, and other affectations of
 shoulders, elbows, wrists and hands
 727.00-727.05 Synovitis, tenosynovitis, and giant cell tumor often on sheath
 727.20-727.51 Bursitis, ganglion and cysts of synovium, tendon, and bursa
 727.60-727.64.....Rupture of tendon
 727.82-727.82.....Calcium deposits in tendon and bursa
 727.89-727.89.....Abscess of bursa or tendon
 728.0-729.2.....Disorders of muscle, ligament, and fascia
 729.4-730.4.....Residual foreign body in soft tissue, and other musculoskeletal
 symptoms referable to limbs
 730.31-730.34.....Periostitis
 730.10-730.24.....Acute and chronic osteomyelitis
 730.70-730.99.....Infection of bone
 731.0-731.8.....Osteitis deformans; other bone involvement in diseases
 classified elsewhere
 732.3-732.3.....Juvenile osteochondrosis of upper extremity
 732.6-733.49.....Osteochondropathy, pathologic fracture, bone cysts, and aseptic
 necrosis of bone
 733.81-733.82.....Malunion of fracture
 733.90-733.90.....Disorder of bone and cartilage
 736.00-736.29.....Acquired deformity of forearm
 738.8-738.8.....Acquired deformity of other unspecified site
 739.7-739.7.....Nonallopathic lesions upper extremities
 747.63-747.63.....Upper limb vessel anomaly
 755.20-755.29.....Reduction deformity of upper limb
 756.50-756.59.....Osteodystrophies
 756.81-756.9.....Other congenital anomalies of muscle, tendon, fascia, and
 connective tissue
 759.4-759.4.....Conjoined twins
 759.7-759.7.....Multiple congenital abnormalities
 781.0-781.4.....Abnormal involuntary movements, and transient paralysis of limb
 782.0-782.3.....Symptoms involving skin and other integumentary tissue
 785.6-785.6Enlargement of lymph nodes
 793.7-793.7Nonspecific abnormal findings on radiological studies of
 musculoskeletal system

810.0-819.1Fractures of upper limbs
 828.0-829.1Multiple fractures
 831.0-834.12Dislocation shoulder elbow or wrist
 840.0-842.19Sprains and strains of upper extremities
 905.2-905.2Late effect of fracture
 905.8-905.9Late effect of tendon injury or traumatic amputation
 906.1-906.4Late effect of injury
 906.6-906.9Late effect of burn injury
 907.4-907.4Late effect of injury to peripheral nerve of shoulder girdle and upper limb
 909.2-909.2Late effect of radiation
 927.00-927.9Crushing injury to upper limb
 959.2-959.9Injury of upper extremity
 996.1-996.2Mechanical complication of other vascular device, implant or graft
 996.4-996.4Complication of internal orthopedic device, implant, and graft
 996.62-996.63Reaction to vascular or nervous system device.
 996.66-996.67Reaction due to internal prosthetic device, implants, or graft
 996.77-996.78Reaction to internal joint prosthesis, or other internal orthopedic device
 996.90-996.94Complications of reattached extremity
 997.2-997.2Peripheral vascular complications
 997.60-997.69Amputation stump complication
 999.2-999.2Other vascular complications

Lower Extremities

003.24-003.24Salmonella osteomyelitis
 015.11-015.26Tuberculosis of hip
 015.51-015.56Tuberculosis of bones of limbs
 095.5-095.7Syphilis of bone, muscle, tendon, and bursa
 135-135Sarcoidosis
 140-208.9Malignant neoplasm
 215.3-215.3Other benign neoplasm of lower limb including hip
 228.09-228.1Hemangioma, lymphangioma
 237.70-237.72Neurofibromatosis
 238.0-238.1Neoplasm of uncertain behavior bone, articular cartilage, connective, and soft tissue
 239.2-239.2Neoplasm of unspecified nature of bone, soft tissue, or skin
 274.0-274.0Gouty arthropathy
 355.0-355.9Mononeuritis of lower limb
 390-390Rheumatic fever
 442.3-442.3Aneurysm of artery of lower extremity
 444.22-444.22Arterial embolism and thrombosis of arteries of lower extremity
 445.02-445.02Atheroembolism of lower extremity
 457.1-457.1Other lymphedema

648.70-648.74Bone and joint disorders of back, pelvis, and lower limbs during the puerperium
 682.6-682.6.....Cellulitis of leg
 710.0-716.09Arthropathy associated with infections
 716.15-716.19Traumatic arthropathy
 716.45-716.49Transient arthropathy
 716.85-716.89Other specified arthropathy
 717.0-717.9.....Internal derangement of knee
 718.05-718.09Articular cartilage disorder
 718.15-718.19Loose body in joint
 718.25-718.29Pathological dislocation of joint
 718.35-718.39Recurrent dislocation of joint
 718.45-718.49Contracture of joint
 718.55-718.59Ankylosis of joint
 718.65-718.65 Intrapelvic protrusion of acetabulum
 718.75-718.79Developmental dislocation of joint
 718.85-718.89 Other joint derangement, not elsewhere classified
 718.95-718.97Unspecified derangement of joint of lower extremity
 719.05-719.09 Effusion of joint
 719.15-719.19Hemarthrosis
 719.25-719.29 Villonodular synovitis
 719.35-719.39 Palindromic rheumatism
 719.45-719.49 Pain in joint
 719.55-719.89 Stiffness of joint, not elsewhere classified
 726.60-726.91Enthesopathy of knee, ankle and other specified sites
 727.00-727.02 Synovitis and tenosynovitis, giant cell tumor of tendon sheath
 727.06-727.06Tenosynovitis of foot and ankle
 727.2-727.2Specific bursitides often of occupational origin
 727.40-727.59 Ganglion and cyst of synovium, tendon, bursa, and rupture of synovium
 727.65-727.71Nontraumatic rupture of tendon and other disorders of synovium, tendon, bursa, muscle and fascia
 728.0-729.9 Other disorders of muscle, ligament, fascia, and soft tissue
 730.00-732.2Osteomyelitis, osteochondropathy, and other infections of bone
 732.4-732.9Osteochondropathy
 733.00-733.29 Osteoporosis, pathologic fractures, and bone cysts
 733.42-733.49 Aseptic necrosis of bone
 733.7-733.99Algoneurodystrophy, and other specified bone disorders
 736.40-736.99Other acquired deformities of limbs
 739.6-739.6Nonallopathic lesions, not elsewhere classified
 754.40-754.79 Congenital anomalies of lower limbs
 755.30-755.4..... Reduction deformities of lower limb
 755.60-755.69.....Other anomalies of lower limbs
 756.51-756.56.....Osteodystrophies
 756.81-756.89.....Other specified anomalies of muscle, tendon, fascia, and connective tissue

781.2-781.2.....Abnormality of gait
 793.7-793.7.....Abnormal finding on radiological study of musculoskeletal system
 820.0-828.1.....Fractures involving lower limbs
 835.00-838.19.....Dislocations involving lower extremities
 843.0-845.19.....Sprains and strains of lower extremity
 905.3-905.9.....Late effects of fractures, dislocations, tendon injuries, and amputations
 924.0-924.9.....Contusions of lower limb
 928.00-928.9.....Crushing injuries involving lower limbs
 945.40-945.50.....Burns of lower limbs with deep tissue necrosis
 956.0-956.9.....Injury to peripheral nerve(s) of pelvic girdle and lower limb
 959.6-959.8.....Other injury to lower limb
 996.66-996.67.....Infection or inflammatory reaction to internal joint prosthesis, orthopedic device, implant or graft
 996.77-996.78.....Other complication of internal joint prosthesis, orthopedic device, implant or graft
 996.95-996.99.....Complication of reattached extremity or body part
 997.60-997.69.....Amputation complication

Abdomen and Pelvis

006.0-009.3.....Amebiasis and intestinal infection due to other organisms
 014.00-014.86.....Tuberculous peritonitis
 016.00-019.96.....Tuberculosis of genitourinary system
 017.20-017.26Tuberculosis of peripheral lymph nodes
 017.60-017.66Tuberculosis of adrenal glands
 017.70-017.76Tuberculosis of spleen
 036.3-036.3Meningococcal adrenalitis
 039.2-039.2Actinomycotic infection of abdomen
 040.2-040.2Whipple's disease
 070.0-070.9Hepatitis
 120.0-129Other infectious and parasitic diseases affecting the GI tract
 130.5-130.8Toxoplasmosis
 135-135Sarcoidosis
 140.0-208.9Malignant neoplasm any site
 211.1-211.9Benign neoplasm of other parts of digestive system
 214.3-214.3Lipoma of intrabdominal organs
 215.5-215.5Other benign neoplasm of abdomen
 218.0-221.0Uterine leiomyoma, and other benign neoplasm of female organs
 223.0-223.9Benign neoplasm of kidney and other urinary organs
 227.0-227.9Benign neoplasm of other endocrine glands and related structures
 228.04-228.1Hemangioma, lymphangioma
 230.1-230.9Carcinoma in situ of digestive organs
 233.0-233.9Carcinoma in situ of breast and genitourinary system

235.0-236.99Neoplasm of uncertain behavior of digestive, urinary,
 genitourinary, and respiratory systems
 237.2-237.2Neoplasm of uncertain behavior of adrenal glands
 238.4-239.9Neoplasm of uncertain behavior of other sites and tissues
 251.4—251.5.....Abnormality of glucagon and gastrin secretion

 251.8-251.9.....Other disorders of pancreatic internal secretion
 255.10-256.9Hyperaldosteronism, adrenogenital disorders, and disorders of
 ovarian function
 258.0-258.9.....Polyglandular dysfunction and related disorders
 259.2-259.2.....Carcinoid syndrome
 277.00-277.09Cystic fibrosis
 277.3-277.4.....Amyloidosis and disorders of bilirubin excretion
 282.62-282.62Sickle-cell disease Hb-SS with crisis
 282.64-282.64Sickle cell/Hb-C disease with crisis
 282.69-282.69Other sickle-cell disease with crisis
 289.2-289.59Mesenteric lymphadenitis, hypersplenism, and other diseases of
 spleen
 403.00-405.99Hypertensive renal disease
 441.00-442.2Aortic aneurysm and dissection
 442.83-442.89Aneurysm of other specified artery
 443.23-443.23Dissection of renal artery
 444.0-444.1.....Embolism or thrombosis of abdominal or thoracic aorta
 444.81-444.9Thrombosis or embolism of other specified artery
 445.81-446.29Atheroembolism of kidney, polyarteritis nodosa, and other allied
 conditions
 451.81-451.81Thrombophlebitis of iliac vein
 452-453.9.....Portal vein and other venous embolism and thrombosis
 459.0-459.0.....Hemorrhage
 531.00-564.9Ulcers, hernias, surgical complications, and other functional
 disorders of digestive system
 566-568.9.....Peritonitis and other disorders of peritoneum
 569.5-594.9Abscess, fistula, liver disease, and other disorders of the
 digestive and genitourinary systems
 596.0-596.9 Bladder disorders
 599.1-599.7 Urethral fistula, blood in urine, and urinary obstruction
 614.0-615.9Inflammatory disease of female pelvic organs
 617.0-621.9Other disorders of female genital tract
 623.2-623.2Stricture or atresia of vagina
 654.00-654.14 Congenital disorders and tumors of uterus
 654.30-654.34Other disorders of uterus
 665.50-665.90 Injury to pelvic organs during childbirth
 669.30-669.44Acute renal failure and other complications of obstetrical surgery
 719.45-719.45 Disorders of pelvic joint not elsewhere classified
 733.42-733.43 Aseptic necrosis of bone
 750.5-750.7 Congenital anomalies of stomach

751.0-752.3Other congenital anomalies of digestive system
 753.0-753.9 Congenital anomalies of urinary system
 756.6-756.79 Congenital anomalies of diaphragm and abdominal wall
 759.0-759.1 Congenital anomaly of spleen and adrenal gland
 759.89-759.89 Congenital malformation syndromes affecting multiple systems
 785.6-785.6Enlargement of lymph nodes
 787.9-788.0Other symptoms involving the digestive and urinary systems
 789.00-789.9Other symptoms involving the abdomen and pelvis
 793.4-793.6 Abnormal findings on radiological and other examination of body structure
 794.4-794.4.....Abnormal results of kidney function test
 794.8-794.9.....Abnormal scan of liver and other abdominal structures
 835.0-835.13.....Dislocation of hip
 863.0-869.1.....Injury to gastrointestinal tract
 879.2-879.8.....Open wound to abdominal wall
 902.0-902.9.....Injury to blood vessels of abdomen and pelvis
 908.1-908.2.....Late effect of internal injury to intra-abdominal organs
 908.4-908.4.....Late effect of injury to blood vessel of thorax, abdomen, and pelvis
 909.0-909.9.....Late effect of poisoning
 926.11-926.9.....Crushing injury to trunk
 935.1-938.....Foreign body in digestive system
 956.0-956.8.....Injury to peripheral nerves of pelvic girdle and lower limb
 958.4-958.5.....Traumatic shock and renal failure
 996.30-996.39.....Mechanical complication of genitourinary device
 996.62-996.62.....Inflammatory reaction due to other vascular device , implant of graft
 996.73-996.76.....Other complication of internal device, implant, and graft
 996.81-996.82.....Complications of transplanted kidney or liver
 996.86-996.89.....Complications of other transplanted organs
 997.4-997.5.....Complications of digestive and urinary system
 998.2-998.2.....Accidental puncture or laceration during a procedure
 998.4-998.6.....Foreign body left during a procedure, post-operative infection, and persistent postoperative fistula

Chest

003.22-003.22.....Salmonella pneumonia
 011.0-012.86Pulmonary tuberculosis
 031.0-031.0Pulmonary infection by mycobacterium
 039.1-039.1Thoracic actinomycosis
 042-042HIV infection
 052.1-052.1Varicella hemorrhagic pneumonitis
 055.1-055.1Postmeasles pneumonia
 093.0-093.1Syphilitic aneurysm, or inflammation of aorta

095.1-095.1Syphilis of lung
 114.0-114.0Primary pulmonary coccidioidomycosis
 115.00-115.99Histoplasmosis infection
 117.3-117.3Aspergillosis
 130.0-130.9Toxoplasmosis
 135-135Sarcoidosis
 140.0-208.9Malignant neoplasm
 212.2-212.9Benign neoplasm of trachea, bronchus, lung and other chest sites
 213.3-213.3Benign neoplasm ribs, sternum, and clavicle
 214.3-214.3Lipoma of intrathoracic organs
 215.4-215.4Benign neoplasm thorax
 228.0-228.1Lymphangioma, hemangioma any site
 229.8-230.1Benign neoplasm of other specified site, carcinoma in situ digestive organs
 231.1-231.9Carcinoma in situ of trachea, bronchus, and lung
 235.7-235.9Neoplasm of uncertain behavior, respiratory system
 239.1-239.1Neoplasm of unspecified nature, respiratory system
 277.02-277.02Cystic fibrosis, with pulmonary manifestations
 277.3-277.3Amyloidosis
 415.11-415.19Pulmonary embolism and infarction
 416.0-417.9Pulmonary heart disease and other diseases of pulmonary circulation
 423.2-423.8Constrictive pericarditis and other specified diseases of the pericardium
 425.0-425.9Cardiomyopathy
 429.1-429.1Myocardial degeneration
 441.00-441.2Dissecting aneurysm
 441.6-441.9Aortic aneurysm
 442.82-442.82Aneurysm of subclavian artery
 446.20-446.20Hypersensitivity angiitis, unspecified
 446.4-446.4Wegener's granulomatosis
 453.2-453.2Venous embolism and thrombosis of vena cava
 457.8-457.8Other noninfectious disorders of lymphatic channels
 459.2-459.2Compression of vein
 480.0-487.1Pneumonias and influenza
 490-496Chronic obstructive pulmonary disease and other allied conditions
 500-519.9Lung disease due to external agents, and other diseases of the respiratory system
 553.3-553.3Diaphragmatic hernia
 729.6-729.6Residual foreign body in soft tissue
 747.0-747.9Other congenital anomalies of the circulatory system
 748.4-748.69Congenital cystic lung, other specified anomalies of lung
 748.8-748.9Other specified anomalies of respiratory system
 785.6-785.6Enlargement of lymph nodes

786.00-786.9Symptoms involving respiratory system and chest
 793.1-793.2.....Abnormal findings on other exam of chest
 793.7-793.9.....Abnormal x-ray findings
 794.2-794.2.....Nonspecific abnormal results of function studies (pulmonary)
 799.0-799.0.....Asphyxia
 807.00-807.09Fracture of ribs, closed
 860.0-862.9.....Internal injury to thorax
 875.0-875.1.....Open wound to chest wall
 922.1-922.1.....Contusion to trunk, chest wall
 934.8-934.8Foreign body in trachea, bronchus, lung; other specified areas in chest
 959.1-959.11 Injury to chest wall
 959.8-959.9 Injury of other multiple sites

Cervical Spine

015.00-015.06Tuberculosis of vertebral column
 036.0-036.9Meningococcal infections
 140.0-208.9Malignant neoplasm
 213.2-213.2 Benign neoplasm of the vertebral column, excluding sacrum and coccyx
 215.4-215.4Benign neoplasm of connective tissue of thorax
 225.0-225.8Benign neoplasm of spinal cord
 228.0-228.1Hemangioma, lymphangioma, any site
 237.5-237.72Neoplasm of uncertain behavior, brain, spinal cord and meninges, and neurofibromatosis
 238.0-238.8Neoplasm of uncertain behavior of other sites
 239.0-239.9Neoplasm of unspecified nature
 252.0-253.9 Endocrine disorders
 268.2-268.2 Softening of bone due to nutritional deficiency
 320.0-323.8Meningitis
 324.0-324.1 Intraspinal abscess
 330.0-337.9Hereditary and degenerative diseases of the central nervous system
 340-340Multiple sclerosis
 341.0-345.01 Hemiplegia, hemiparesis, and other paralytic syndromes
 349.2-349.81 Disorders of meninges, spinal fluid rhinorrhea
 353-359.9 Nerve root and plexus disorders, neuropathy, and other myoneural disorders
 430-430Subarachnoid Hemorrhage
 442.89-442.89.....Spinal artery aneurysm
 710.0-714.9.....Arthropathies associated with infections and inflammatory disorders
 715.08-715.08.....Generalized osteoarthritis
 715.18-715.18.....Osteoarthritis localized of other specified sites (spine)

715.28-715.29.....Osteoarthritis, localized, or secondary of other specified sites (spine)
 715.38-715.38.....Osteoarthritis, localized, of other specified sites (spine)
 715.88-715.89.....Osteoarthritis involving more than one site
 716.00-716.09.....Endemic polyarthritis
 716.18-716.19.....Traumatic arthropathy, multiple and other specified sites
 720.0-720.9.....Ankylosing spondylitis, and other inflammatory spondylopathies
 721.0-721.1.....Cervical spondylosis
 721.5-722.4.....Baastrup's syndrome, traumatic spondylopathy, and intervertebral disc disorders
 722.71-722.71.....Cervical intervertebral disc disorder with myelopathy
 722.81-722.81.....Cervical postlaminectomy disorder
 722.91-722.91.....Unspecified or other disorder of cervical disc
 723.0-723.9.....Other disorders of cervical region
 727.00-732.0.....Disorders of muscle, ligament, and fascia; osteomyelitis, juvenile osteochondrosis of spine, and other specified musculoskeletal disorders
 732.6-733.13.....Other osteochondropathy and osteoporosis
 733.13-733.13.....Pathologic fracture of vertebrae
 733.40-733.40.....Aseptic necrosis of bone, site unspecified (spine)
 737.10-737.9Scoliosis, kyphoscoliosis, and other curvature of the spine
 738.2-738.2Acquired deformity of the neck
 738.4-738.5Other acquired deformity of back or spine
 739.0-739.1Nonallopathic lesions
 740.0-742.9Spina bifida and other congenital anomalies of nervous system
 754.1-754.2Congenital musculoskeletal deformities
 756.13-756.17Anomalies of spine
 756.4-756.59Chondrodystrophy and osteodystrophies
 781.0-782.0Symptoms involving musculoskeletal and nervous systems
 784.2-784.2Swelling, mass or lump in neck
 792.0-792.0Abnormal findings in cerebrospinal fluid
 794.10-794.10Abnormal response to nerve stimulation
 794.17-794.17Abnormal electromyogram
 796.1-796.1Abnormal reflex
 805.0-805.18Fracture of cervical vertebra
 806.00-806.9Fracture of vertebral column with spinal cord injury
 839.00-839.18Dislocation of cervical vertebra
 847.0-847.0Neck sprain
 905.1-905.1Late effect of fracture of spine and trunk
 907.1-907.4Late effect of spinal cord injury
 925.2-926Crushing injury of neck, and trunk
 952.00-952.09Injury to nerves and spinal cord
 952.8-952.8Injury to spinal cord, multiple sites
 953.0-953.1Injury to nerve roots and spinal plexus
 953.8-953.8Multiple injuries to nerve roots and spinal plexus
 959.01-959.09Injury to head, face, and neck

Thoracic Spine

015.00-015.06.....Tuberculosis of vertebral column
036.0-036.9.....Meningococcal infections
140.0-208.9.....Malignant Neoplasm
213.2-213.3.....benign neoplasm of the vertebral column, excluding sacrum and coccyx
214.2-214.2.....Lipoma of intrathoracic organs
215.2-215.2.....Benign neoplasm of upper limb
215.4-215.4.....Benign neoplasm of connective tissue of thorax
225.0-225.8.....Benign neoplasm of spinal cord
228.0-228.1.....Hemangioma, lymphangioma, any site
237.5-237.72.....Neoplasm of uncertain behavior, brain, spinal cord and meninges, and neurofibromatosis
238.0-238.8.....Neoplasm of uncertain behavior of other sites and tissues
239.0-239.9.....Neoplasm of unspecified nature
268.2-268.2.....Softening of bone due to nutritional deficiency
274.0-274.19.....Gouty arthropathy
320.0-323.8.....Meningitis, and encephalitis
324.1-324.1.....Intraspinal abscess
330.0-337.9.....Hereditary and degenerative diseases of the central nervous system
340-340.....Multiple sclerosis
341.0-345.01.....Hemiplegia, hemiparesis, and other paralytic syndromes
349.2-349.81.....Disorders of meninges; spinal fluid rhinorrhea
353-359.9.....Nerve root and plexus disorders, neuropathy, and other myoneural disorders
430-430.....Subarachnoid hemorrhage
442.89-442.89.....Spinal artery aneurysm
710.0-714.9Arthropathies associated with infections and inflammatory disorders
715.08-715.08Generalized osteoarthritis
715.18-715.18Osteoarthritis localized of other specified sites (spine)
715.28-715.28Osteoarthritis, localized of other specified sites
715.38-715.38Osteoarthritis, localized, not specified whether primary or secondary of other specified sites (spine)
715.88-715.89Osteoarthritis involving more than one site
716.00-716.09Endemic polyarthritis
716.18-716.19Traumatic arthropathy Multiple and other specified sites
720.0-720.9Ankylosing spondylitis, and other inflammatory spondylopathies
721.41-722.31Baastrup's syndrome, traumatic spondylopathy, and intervertebral disc disorders
722.51-722.51Degeneration of thoracic disc
722.72-722.72Intervertebral disc disorder, thoracic region
722.82-722.82Postlaminectomy syndrome, thoracic region
722.92-722.93Other thoracic disc disorder

724.00-724.01Spinal stenosis, thoracic region
 724.1-724.1Pain in thoracic spine
 727.00-732.0Disorders of muscle ligament, and fascia, osteomyelitis, juvenile
 osteochondrosis of spine, other specified musculoskeletal disorders
 732.6-733.10Other osteochondropathy and osteoporosis
 733.13-733.13Pathologic fracture of vertebrae
 733.40-733.40Aseptic necrosis of bone, site unspecified (spine)
 737.10-737.9Scoliosis, kyphoscoliosis, and other curvature of the spine
 738.4-738.5.....Other acquired deformity of spine
 739.2-739.2.....Nonallopathic lesions, thoracic region
 740.0-742.9.....Spina bifida and other congenital anomalies of nervous system
 754.1-754.2.....Congenital musculoskeletal deformities
 756.4-756.59Chondrodystrophy and osteodystrophies
 781.0-782.0.....Symptoms involving musculoskeletal and nervous systems
 792.0-792.0.....Abnormal cerebrospinal fluid findings
 794.10-794.10Abnormal response to nerve stimulation
 794.17-794.17Abnormal electromyogram
 796.1-796.1.....Abnormal reflex
 805.2-805.3.....Fracture of vertebral column (thoracic)
 806.00-806.9Fracture of vertebral column with spinal cord injury
 839.31-839.31Vertebral dislocations
 847.1-847.1.....Sprain of thoracic region
 876.1-876.1.....Complicated open wound of back
 905.1-905.1.....Late effect of fracture of spine and trunk
 907.1-907.4.....Late effect of spinal cord injury
 922.31-922.31Back contusion
 925.2-926.....Crushing injury of neck and trunk
 952.10-952.19Injury to nerves and spinal cord
 952.8-952.8.....Injury to multiple sites of spinal cord
 953.0-953.1.....Injury to nerve roots and spinal plexus
 953.8-953.8.....Injury to nerve roots and spinal plexus, or multiple sites
 959.01-959.09 Injury to head, face, and neck
 959.11-959.19 Injury of chest wall or trunk

Lumbar Spine

015.00-015.06Tuberculosis of vertebral column
 036.0-036.9Meningococcal infections
 140.0-208.9Malignant neoplasm
 213.2-213.3 Benign neoplasm of the vertebral column
 213.6-213.6Benign neoplasm of pelvic bones, sacrum, and coccyx
 225.0-225.8Benign neoplasm of spinal cord
 228.0-228.1Hemangioma, lymphangioma, any site
 237.5-237.72.Neoplasm of uncertain behavior, brain, spinal cord, and
 meninges; and neurofibromatosis
 238.0-238.8Neoplasm of uncertain behavior of other sites and tissues

239.0-239.9Neoplasm of unspecified nature, bone, soft tissue, and skin
 268.2-268.2 Softening of bone due to nutritional deficiency
 274.0-274.19 Gouty arthropathy
 320.0-323.8Meningitis and encephalitis
 324.1-324.1 Intraspinal abscess
 330.0-337.9Hereditary and degenerative diseases of the central nervous system
 340-340Multiple sclerosis
 341.0-345.01 Hemiplegia, hemiparesis, and other paralytic syndromes
 349.2-349.81 Disorders of meninges; spinal fluid rhinorrhea
 353.0-359.9 Nerve root and plexus disorders, neuropathy, and other myoneural disorders
 442.89-442.89 Spinal artery aneurysm
 710.0-714.9.....Arthropathies associated with infections and inflammatory disorders
 715.08-715.08.....Generalized osteoarthritis
 715.18-715.18.....Osteoarthritis localized of other specified sites (spine)
 715.28-715.29.....Osteoarthritis, localized or secondary of other specified sites (spine)
 715.38-715.38.....Osteoarthritis, localized, of other specified sites (spine)
 715.88-715.89.....Osteoarthritis involving more than one site
 716.00-716.09.....Endemic polyarthritis
 716.18-716.19.....Traumatic arthropathy, multiple and other specified sites
 720.0-720.9.....Ankylosing spondylitis and other inflammatory spondylopathies
 721.0-721.3.....Lumbosacral spondylosis
 721.42-721.42.....Lumbar spondylosis with myelopathy
 721.5-721.9.....Baastrup's syndrome, traumatic spondylopathy, and intervertebral disc disorders
 722.10-722.10.....Displacement of lumbar disc
 722.2-722.30.....Herniation or displacement of intervertebral disc
 722.32-722.32.....Schmorl's nodes, lumbar region
 722.52-722.70.....Degeneration of lumbar, lumbosacral, and unspecified disc
 722.73-722.73.....Lumbar intervertebral disc disorder with myelopathy
 722.80-722.80.....Postlaminectomy syndrome, unspecified region
 722.83-722.83.....Postlaminectomy syndrome, lumbar region
 724.00-724.09.....Spinal stenosis
 724.2-724.6.....Sciatica, lumbosacral neuritis, and other disorders of sacrum
 727.00-732.0Disorders of muscle ligament and fascia, osteomyelitis, juvenile osteochondrosis of spine; other specified musculoskeletal disorders
 732.6-733.10Other osteochondropathy and osteoporosis
 733.13-733.13Pathologic fracture of vertebrae
 733.40-733.40Aseptic necrosis of bone, site unspecified (spine)
 737.1-737.9Scoliosis, kyphoscoliosis, and other curvature of the spine
 738.4-738.5Acquired Spondylolisthesis
 739.3-739.4Nonallographic lesions of lumbar sacral region
 740.0-742.9Spina bifida and other congenital anomalies of nervous system

754.1-754.2Congenital musculoskeletal deformities
 756.13-756.17Anomalies of spine
 756.4-756.59Chondrodystrophy, and osteodystrophies
 781.0-782.0Symptoms involving musculoskeletal and nervous systems
 792.0-792.0Abnormal cerebrospinal fluid findings
 794.10-794.10Abnormal response to nerve stimulation
 796.1-796.1Abnormal reflex
 805.4-805.7Fracture of vertebral column (lumbar, sacral)
 806.4-806.5Fracture lumbar vertebra with spinal cord injury
 839.20-839.59Vertebral dislocations
 847.2-847.2Lumbar sprain
 876.1-876.1Complicated open wound of back
 905.1-905.1Late effect of fracture of spine and trunk
 907.1-907.4Late effect of spinal cord injury
 922.31-922.31Back contusion
 925.2-926Crushing injury of neck and trunk
 952.10-952.19Injury to nerves and spinal cord
 952.8-952.8.....Injury to multiple sites of spinal cord
 953.0-953.2.....Injury to nerve roots and spinal plexus
 953.8-953.8.....Injury to nerve roots and spinal plexus, multiple sites
 959.01-959.09Injury to head, face and neck
 959.11-959.19Injury to trunk area

Head, Brain and Neck

003.21-003.21Salmonella meningitis
 006.5-006.5.....Amebic brain abscess
 013.00-013.96Tuberculous meningitis, tuberculoma, and tuberculous abscess
 of brain; other tuberculosis of central nervous system
 036.0-036.9.....Other meningococcal infections
 042-049.9.....HIV infection and other viral diseases of central nervous system
 052.0-052.0.....Postvaricella encephalitis
 053.0-053.13Herpes zoster with meningitis; other nervous system
 complication
 054.3-054.3.....Herpetic meningoencephalitis
 054.72-054.72Herpes simplex meningitis
 055.0-055.0.....Postmeasles encephalitis
 056.00-056.09Rubella with neurological complications
 062.0-066.9.....Viral encephalitis transmitted by arthropods
 070.0-070.6.....Viral hepatitis with encephalopathy
 071-071.....Rabies
 072.1-072.2.....Mumps meningitis and encephalitis
 088.81-088.81Lyme disease
 090.40-090.49Juvenile neurosyphilis
 091.81-091.81Acute syphilitic meningitis
 094.0-094.9.....Neurosyphilis

098.82-098.82Gonococcal meningitis
 100.81-100.9Leptospiral meningitis
 112.83-112.83Candidal meningitis
 114.2-114.2.....Coccidoidal meningitis
 115.01-115.01 Histoplasmosis meningitis
 115.11-115.11 Infection by Histoplasma duboisii
 115.91-115.91 Unspecified histoplasmosis
 130.0-130.0Meningoencephalitis due to toxoplasmosis
 137.1-137.1 Late effects of central nervous system tuberculosis
 138-138 Late effects of acute poliomyelitis
 140.0-208.91Malignant neoplasm, any site
 213.0-213.1Benign neoplasm bones of skull and face
 215.0-215.0Benign neoplasm head and neck
 215.8-215.8Benign neoplasm
 224.0-227.9Benign neoplasm of eye, brain, and other parts of nervous system
 228.02-228.03Hemangioma of intracranial structures
 229.0-229.0Benign neoplasm lymph nodes
 230.0-231.9 Carcinoma in situ
 233.0-242.21 Carcinoma in situ of other sites, neoplasm of uncertain behavior, and thyroid disorders
 244.0-246.9 Other thyroid disorders
 250.20-250.63 Diabetic coma and other neurological complications of diabetes
 252.0-253.9 Disorders of the pituitary and parathyroid gland
 255.0-255.9Hyperaldosteronism
 259.0-259.9Other endocrine disorders
 290.0-290.9 Organic psychotic conditions
 293.0-299.90 Transient organic psychotic conditions
 307.20-307.23 Tics
 310.0-310.9 Specific nonpsychotic mental due to brain damage
 320.0-353.9Inflammatory, hereditary, and degenerative diseases of the central nervous system; epilepsy
 358.00-358.1Myasthenia gravis
 360.00-379.99.....Disorders of the eye and adnexa
 378.50-378.9.....Paralytic strabismus and other eye movement disorders
 383.00-383.9.....Mastoiditis and related conditions
 386.0-392.9.....Disorders of sense organs
 430-438.9.....Cerebrovascular disease
 471.0-473.9.....Sinus disorders
 478.3-478.3.....Vocal cord paralysis
 527.0-527.9.....Disorders of salivary glands
 572.2-572.2.....Hepatic coma
 611.6-611.6.....Galactorrhea not associated with childbirth
 674.00-674.04.....Cerebrovascular disorder in the puerperium
 676.60-676.60.....Galactorrhea
 682.0-682.1.....Cellulitis of face and neck

722.71-722.71.....Cervical disc disorder
 722.81-722.81.....Cervical postlaminectomy syndrome
 729.1-729.2.....Myalgia and neuralgia
 733.3-733.3.....Hyperostosis of skull
 738.10-738.2.....Acquired deformity head and neck
 739.0-758.3.....Nonallopathic lesions, congenital anomalies of nervous system
 759.2-767.9.....Conjoined twins, hemartoses of brain, multiple congenital anomalies, birth trauma
 768.2-770.89.....Birth asphyxia, fetal distress and other conditions affecting newborn
 772.10-772.2.....Fetal subarachnoid hemorrhage
 779.0-784.7.....Cerebral irritability in newborn, neurological symptoms, and other symptoms involving head and neck
 793.0-793.0.....Abnormal findings on radiological or other exam of head and skull
 794.00-794.19.....Nonspecific abnormal results of function studies related to the brain and central nervous system
 794.5-794.6Abnormal results of endocrine function study
 800.00-805.18Fracture of skull or cervical vertebra
 806.00-806.19Fracture cervical vertebra
 850.0-854.19Intracranial injury
 870.3-874.9Complicated wounds of head and neck
 925.1-925.2Crushing injury to head, face, and neck
 950.0-952.09Injury to optic nerve and pathways
 959.01-959.09Injury to head, face, and neck
 996.2-996.2Mechanical complication of nervous system device, implant, or graft
 997.00-997.09Nervous system complications

MRI Orbit, Face and Neck

017.30-017.36Tuberculosis of eye
 017.40-017.46Tuberculosis of ear
 017.50-017.56Tuberculosis of thyroid gland
 036.81-036.81Meningococcal optic neuritis
 140.0-208.91Malignant neoplasm any site
 210.2-210.9Benign neoplasm oral cavity and pharynx
 212.0-212.1Benign neoplasm nasal cavities, middle ear, sinuses or larynx
 213.0-213.1Benign neoplasm bones of skull and face
 215.0-215.0Benign neoplasm tissue of head, face, and neck
 224.0-224.9Benign neoplasm of eye
 225.0-225.2Benign neoplasm brain
 226-226Benign neoplasm of thyroid gland
 227.1-227.5Benign neoplasm of parathyroid gland, pituitary gland, and craniopharyngeal duct
 230.0-230.0.....Carcinoma in situ of lip, oral cavity, and pharynx

231.0-231.1.....Carcinoma in situ of larynx and trachea
 234.0-234.8.....Carcinoma in situ of eye and other specified sites
 235.0-235.1.....Neoplasm of uncertain behavior of salivary glands, lip, oral
 cavity, and pharynx
 235.6-235.6.....Neoplasm of uncertain behavior, larynx
 237.0-237.1.....Neoplasm of uncertain behavior of pituitary gland and
 craniopharyngeal duct
 238.1-238.1.....Neoplasm of uncertain behavior of connective and other soft
 tissue
 239.2-239.2.....Neoplasm of unspecified nature of bone, soft tissue and skin
 240.0-246.9.....Disorders of thyroid gland
 252.0-252.9.....Disorders of parathyroid gland
 350.1-352.9.....Cranial nerve disorders
 360.00-379.99.....Disorders of eye and adnexa
 382.00-382.2.....Acute suppurative otitis media
 383.00-389.9.....Mastoiditis and related conditions, other ear disorders
 433.0-433.9.....Occlusion and stenosis of precerebral arteries
 471.0-471.9.....Nasal polyps
 473.0-473.9.....Chronic sinusitis
 478.0-478.79.....Other diseases of upper respiratory tract involving nose and
 throat
 682.0-682.1.....Other cellulitis and abscess of face and neck
 719.08-719.08.....Joint disorder of other specified sites
 756.0-756.0.....Anomalies of skull and face bones
 781.0-781.4.....Symptoms involving nervous system
 781.6-781.6.....Meningismus
 784.0-784.9.....Symptoms involving head and neck
 793.0-793.0.....Abnormal findings on radiological exam of skull and head
 850.0-854.19.....Intracranial injury without skull fracture
 870.0-874.9.....Open wound of head and neck
 925.1-925.2.....Crushing injury of face and neck
 941.30-941.39.....Third degree burns of face and neck
 950.0-951.9Injury to cranial nerve

ATTACHMENT N GRIEVANCE PROCESS

A. Reconsiderations

Through the reconsideration process, physician peers of the same specialty objectively analyze and review an adverse determination (denial or modification) that was previously rendered by the Vendor.

1. Any prescriber or beneficiary who is dissatisfied with an adverse determination made by the Vendor will be entitled to reconsideration of such determination by the Vendor.
2. All requests for reconsideration of the adverse determination (including denials) will be made via the Vendor's web-based system, by U.S. mail, or by telephone to the Vendor within ten (10) calendar days of the adverse determination. Reconsideration requests received after ten (10) calendar days will be denied.

3. Reconsideration Determination Timeframes

For all reconsideration requests, the Vendor shall provide an expedited reconsideration review. The Vendor shall process all reconsideration requests within one (1) business day of the request.

4. The Vendor's policy for reconsiderations must be included among its policies for all types of reviews and all services reviewed.
5. The physician reviewing the reconsideration request must be licensed and must not have rendered a decision for the specific case previous to the reconsideration.
6. The Vendor shall make a reconsideration determination based on medical necessity, affirming, modifying, or reversing the denial of the service taking into consideration any additional information which may be presented.
7. A written notice of the reconsideration determination will be U.S. mailed to the beneficiary within one (1) business day of the reconsideration determination. The notice will be made available on the Vendor's secure web-based system for download by the Prescriber. The Vendor shall include the rationale for the determination in the notification.
8. All reconsideration notification templates and verbiage will be prior approved by the Agency. The Vendor shall include the rationale for the determination in the notification.
9. Once a review denial is upheld after reconsideration, additional requests for review will be denied.

ATTACHMENT N GRIEVANCE PROCESS

B. Beneficiary Fair Hearings

1. The Vendor will be required to submit all requested medical information to the Agency for use in administrative and/or fair hearings ten (10) business days prior to the scheduled date of the hearing.
2. For each case, the Vendor's Medical Director shall be available to testify at the Agency hearings and other legal proceedings regarding decisions and actions of the Vendor. This includes telephonic testimony at the hearings, depositions, and discussions with Agency attorneys and staff as needed.
3. The Vendor shall be available for the duration of the hearing, unless excused by the Administrative Hearing Officer.
4. The cost for physician time related to professional and expert activities, (e.g., testifying, depositions, reviewing medical records in association with legal proceedings, discussions with Agency attorneys directly related to administrative hearings or other legal proceedings) shall be the responsibility of the Vendor.

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