

**ATTACHMENT A
AHCA RFQ 003-19/20
INSTRUCTIONS AND SPECIAL CONDITIONS**

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A.1. Instructions

A. Overview

1. Procurement Number

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2. Procurement Title

Case Management Tracking Solution

3. Procurement Officer

Emilly Leffler
Agency for Health Care Administration
2727 Mahan Drive
Mail Stop #15
Tallahassee, FL 32308-5403
Email: solicitation.questions@ahca.myflorida.com

4. Procurement Timeline

The projected procurement timeline is shown in **Table 1**, Procurement Timeline, below (all times are Eastern Time).

| TABLE 1 PROCUREMENT TIMELINE | |
|---|---------------------------------|
| ACTIVITY | DATE/TIME |
| Procurement Issued by Agency | September 17, 2019 |
| Deadline for Receipt of Written Questions | September 26, 2019 2:00 p.m. |
| Anticipated Date for Agency Responses to Written Questions | October 10, 2019 |
| Deadline for Receipt of Responses | October 15, 2019 2:00 p.m. |
| Anticipated Intent to Award notification | November 7, 2019 |

5. Respondent Questions

- a. The Agency for Health Care Administration (Agency) will receive all questions pertaining to this procurement no later than the date and time specified for written questions in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 4.**, Procurement Timeline, **Table 1**, Procurement Timeline.

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- b. Prospective respondents must submit all questions via the General Services Administration (GSA) eBuy application or by electronic mail to Solicitation.questions@ahca.myflorida.com.
- c. The Agency will not accept questions by telephone, postal mail, hand delivery or fax.
- d. The Agency will respond directly to all parties who ask questions by the deadline specified in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 4.**, Procurement Timeline, **Table 1**, Procurement Timeline.
- e. The Agency reserves the right to respond to questions received after the written question submission deadline. It is the sole discretion of the Agency to consider questions received after the written questions submission deadline.

6. Procurement Addenda

If the Agency finds it necessary to supplement, modify, or interpret any portion of this procurement during this procurement posting period, the updates will be made to the GSA eBuy application. **It is the respondent's responsibility to check GSA eBuy periodically for any information or updates to this procurement. The Agency bears no responsibility for any resulting impacts associated with a prospective respondent's failure to obtain the information made available through GSA eBuy.**

7. Type and Amount of Contract Contemplated

- a. The Contract resulting from this procurement will be a fixed price/unit cost contract.
- b. The Agency will pay the Vendor in arrears for DDI deliverables completed in accordance with the terms of the Contract.
- c. The State of Florida's (State) performance and obligation to pay under the Contract resulting from this procurement is contingent upon an annual appropriation by the Legislature.

8. Term of Contract

- a. The anticipated term of the resulting Contract is **February 1, 2020** through **January 31, 2025**. The term of the resulting Contract is subject to change based on the actual execution date of the resulting Contract.
- b. In accordance with Section 287.057(13), F.S., the Contract resulting from this procurement may be renewed for a period that may not exceed three (3) years or the term of the resulting original

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Contract period whichever is longer. Renewal of the resulting Contract shall be in writing and subject to the same terms and conditions set forth in the resulting original Contract. A renewal Contract may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the Agency, are subject to the availability of funds, and optional to the Agency.

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

B. Background/Purpose

The Agency is issuing this procurement to define the needed solution, requirements, anticipated scope of work, and to request price quotes and responses, including onsite solution demonstrations, pursuant to the GSA Schedule 70, Information Technology Equipment, Software and Professional IT Services.

The Agency is seeking a qualified Vendor to provide a configurable, commercially available software product to serve as its Case Management Tracking (CMT) Solution. In addition, the Agency is seeking Information Technology (IT) professional services to assist with implementation of the configured software product.

C. Response Preparation and Content

1. General Instructions

- a. The instructions for this procurement have been designed to help ensure that all responses are reviewed in a consistent manner, as well as to minimize costs and response time. Information submitted in variance with these instructions may not be reviewed.
- b. The Agency has established certain requirements with respect to responses submitted to procurements. The use of "shall", "must", or "will" (except to indicate futurity) in this procurement, indicates a requirement or condition from which a material deviation may not be waived by the Agency. A deviation is material if, in the Agency's sole discretion, the deficient response is not in substantial accord with this procurement's requirements, provides a significant advantage to one respondent over another, or has a potentially significant effect on the quality of the response or on the cost to the Agency. Material deviations cannot be waived. The words "should" or "may" in this procurement indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission

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of, such desirable features will not in and of itself cause rejection of a response.

- c. Respondents shall not retype and/or modify required forms and must submit required forms in the original format. Required forms are available for respondents to download at:

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

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

2. Mandatory Response Content

The Agency will not consider responses received after the date and time specified in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 4.**, Procurement Timeline, **Table 1**, Procurement Timeline, and any such responses will be returned to the respondent unopened.

The respondent shall include the documents listed in this Item with the submission of the Original Response. Violation of this provision may result in the rejection of a response.

- a. Table of Contents, including headings and subheadings with corresponding page numbers;
- b. Name, Address and FEIN of interested Vendor;
- c. Name of contact person for the Vendor, including telephone number and email address;
- d. Executive Summary including the Vendor's overall understanding of the services described in this RFQ, and must describe the prominent features of the Vendor's proposed solution;
- e. The Vendor's organizational structure, history, ownership, affiliations, location(s) and primary address(es). For Responses including use of one or more subcontractors, the same descriptions and information for those subcontractors shall be included;
- f. The Vendor's relevant experience during the past five (5) years with implementing IT projects for large health care systems utilizing its proposed software product. The Response shall also include relevant experience of any propose subcontractors during the past five (5) years. The Response shall address:
 - 1) Any experience with designing, developing and implementing software solutions using commercial of-the-

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shelf (COTS) technologies, Single Sign-on (SSO), enterprise solutions, and solutions scalable for future enterprise endeavors;

- 2) Any experience developing and implementing technology services for large health care systems, legal case management systems, including project and program management, business process analysis, business requirements elicitation and development, and system testing/implementation; and,
 - 3) Any experience implementing systems where knowledge of federal and state laws pertaining to the privacy and security of health information was required.
- g. Three (3) client references for projects completed within the last five (5) years relevant to the work described in this RFQ. References must include the client's project sponsor name, phone number, name of the project, project dates, and a brief project description;
 - h. The Vendor's proposed staffing levels for the DDI phase of the CMT Project, and its proposed Contract/Project Manager;
 - i. The Vendor staff expertise and experience in handling legal cases, and knowledge of legal case business requirements and enterprise case management for non-legal matters;
 - j. Project Manager and Implementation Manager (Key Staff). The Response shall include resumes of the individuals proposed for its Key Staff, including identification of subcontractor staff;
 - k. The Vendor's proposed software product, including submission of its software license and maintenance agreement terms and conditions;
 - l. The Vendor's proposed software product's ability to perform the functionality identified in this RFQ "out of the box," or without need for enhancement or customization. In turn, the Response shall clearly identify all functionality included in **Attachment B, Exhibit 1, High-Level Requirements**, which require enhancement to its base software solution. The Response shall include the proposed approach and ability of the software solution to meet the future enterprise needs of the Agency;
 - m. The ability of the Vendor to provide the CMT Solution implementation services described in this RFQ, either directly or via Subcontractor. Any implementation services described in this RFQ that the Vendor is unable or unwilling to provide, either directly or via subcontractor shall be identified in the Response;

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- n. The Vendor's proposed approach to implementing the CMT Solution, to include at a minimum:
- 1) The Vendor's approach to managing its CMT Solution implementation activities, including how it will guide work execution, managing staffing, communications, reporting, quality assurance, and project changes;
 - 2) A high-level project schedule for implementing the CMT Solution activities and milestones for the DDI phase, including planning, design, development testing, and deployment. The project schedule shall include time frames and durations for key milestones and deliverables;
 - 3) Identification of any proposed subcontractors the Vendor will utilize to provide services under the Contract, and which services/roles will be fulfilled through the subcontract(s);
 - 4) Identification of technical assistance needed from the Agency to ensure successful implementation;
 - 5) A high-level RACI matrix identifying the responsibilities of the Parties in completing CMT Solution implementation;
 - 6) Description of Operations and Maintenance (O&M) support model;
 - 7) Security management approach that defines the security protocols, controls, and verifications that the Vendor will implement for the CMT Solution; and
 - 8) Overview of training, workshops, modules, materials or other training plans the Vendor will develop and deliver to train the Agency's administrators and end users.
- o. The Vendor's ability to provide an on-site demonstration of its proposed software solution to the Agency, including the time required for preparation and scheduling of the demonstration. Travel expenses incurred by the Vendor to conduct the onsite demonstration will be borne by the Vendor and will not be reimbursed by the Agency;
- p. A completed **Attachment A, Exhibit 2**, Cost Proposal, that is in accordance with the pricing included in the GSA Schedule 70, to include:

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- 1) One (1) proposed all-inclusive fixed price to complete each CMT Solution Project deliverable, any assumptions or constraints, and a proposed deliverable completion date;
 - 2) One (1) base annual software product license fee for each year of the anticipated five (5) year Contract term; and,
 - 3) One (1) base annual software product maintenance fee for each year of the anticipated five (5) year Contract Term.
- q. Proposed Hourly Service Rates for each Vendor-identified position role, including any assumptions or constraints. These Hourly Service Rates will be used to price additional Contract services needed to complete software enhancements or other customization requests of the Agency. Such services and additional Contract costs will be authorized by the Agency via a Contract amendment signed by the Parties, or a Change Order to the MFMP Purchase Order.
- r. The Agency reserves the right to negotiate the final costs of the CMT Solution with the Vendor based on the Vendor's response and additional information obtained from the Vendor on its proposed solution.
- s. **Attachment A, Exhibit 1, Required Certifications and Statements**
- The respondent shall complete and submit **Attachment A, Exhibit 1, Required Certifications and Statements**, as part of its response in accordance with the instructions contained therein.
- t. Electronic Redacted Copies
- 1) The respondent shall submit an electronic redacted copy of the response suitable for release to the public in one (1) PDF document; the file shall be identified as "Redacted Version Suitable for Public Release" and contain a transmittal letter authorizing release of the redacted version of the quote in the event the Agency receives a public records request.
 - 2) The PDF document must be searchable, allow printing, and must not be password protected (unlocked).
 - 3) Any confidential or trade secret information covered under Section 812.081, F.S., should be redacted as described below. The redacted response shall be marked as the "redacted" copy.

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3. Confidential or Exempt Information

- a. All submittals received by the date and time specified in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 4.**, Procurement Timeline, **Table 1**, Procurement Timeline, become the property of the State of Florida and are public records subject to the provisions of Chapter 119, F.S. The State of Florida shall have the right to use all ideas, or adaptations of the ideas, contained in any response received in relation to this procurement. Selection or rejection of the response shall not affect this right.

- b. A respondent that asserts that any portion of the response is confidential or exempt from disclosure under Chapter 119, Florida Statutes., shall clearly mark each page of such portion as follows:
 - 1) Pages containing trade secret shall be marked "Trade secret as defined in Section 812.081, Florida Statutes". Respondents who fail to identify trade secret as directed herein acknowledge and agree that they waive any right or cause of action, civil or criminal, against the Agency, its employees, and its representatives, for the release or disclosure of trade secret information not so identified. **Respondents shall not mark their entire response as trade secret. The Agency may reject a response that is so marked.**

 - 2) Pages that do not contain trade secret but are otherwise exempt or confidential shall be marked "exempt" or "confidential," followed by the statutory basis for such claim. For example: "The information on this page is exempt from disclosure pursuant to Section 119.071(3)(b), Florida Statutes."

 - 3) Failure to identify and mark such portions as directed above shall constitute a waiver of any claimed exemption and the Agency will provide any unmarked records in response to public records requests for those records without notifying the respondent. Designating material simply as "proprietary" will not necessarily protect it from disclosure under Chapter 119, Florida Statutes.

- c. All information included in the response and any resulting Contract that incorporates the successful response (fully, in part, or by reference) shall be a matter of public record regardless of copyright status. Submission of a response to this procurement that contains material for which the respondent holds a copyright shall constitute permission for the Agency to reproduce and disclose such material for the Agency's internal use, and to make such material available for inspection pursuant to a public records request.

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- d. If a public records request is submitted to the Agency for responses submitted to this procurement, the respondent agrees that the Agency may release the redacted response without conducting any pre-release review of the redacted response.
- e. Unless otherwise prohibited by law, the Agency will notify the respondent if a requestor contests the respondent's determination that information is confidential or exempt and asserts a right to the information under Chapter 119, F.S. or other law. The respondent bears sole responsibility for supporting and defending its determination. If an action is brought against the Agency in any appropriate judicial forum contesting the respondent's determination of confidentiality or the redactions made by the respondent to its response, the respondent agrees that the Agency has no duty to defend against such claims and may elect not to do so, and may elect to release an un-redacted version of the response. By submitting a response, the respondent agrees to protect, defend, hold harmless and indemnify the Agency for any and all claims arising from or relating to the respondent's determinations of confidentiality or redaction, including the payment of any attorneys' fees or costs assessed against the Agency.

D. Response Receipt and Contract Award

1. Response Clarification

The Agency reserves the right to seek written clarification from a respondent of any information contained in the response or to request missing items from a response. However, it is a respondent's obligation to submit an adequately written reply for the Agency to review. The Agency shall have no duty to conduct discussions or attempt to clarify ambiguities in the respondent's reply.

2. Number of Awards

The Agency anticipates the issuance of one (1) contract as a result of this procurement for all services included within the Scope of Services. The Agency, at its sole discretion, shall make this determination.

- 3.** Responses will be reviewed by the Agency for compliance with the requirements of this RFQ and the Vendor's ability to perform the work specified in this RFQ. The Agency will select up to three (3) Vendor's to conduct onsite software demonstrations to the Agency in Tallahassee, Florida. A minimum of two (2) week notice will be provided to the Vendor prior to the required demonstration, and the Agency will work with the Vendor to schedule a mutually agreed upon date, time and duration for the demonstration. In addition, the Agency will provide a prior summary of the information it wishes for the Respondents to demonstrate. The Agency

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reserves the right to request demonstrations from more than three (3) Vendors if deemed to be in the best interests of the State.

4. Following Vendor demonstrations, the Agency will consider the Vendor's full Response and software demonstration when making a selection, including the ability of the Vendor's proposed software solution to meet the needs of the Agency, and the Vendor's ability to perform the services, relevant experience, service approach and price.

5. **Federal Approval**

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

6. **Contract Execution**

- a. The Agency will not consider modifications proposed by the respondent to **Exhibit A-3**, Standard Contract.
- b. This procurement, including all its addenda, the Agency's written response to written questions, and the successful respondent's response, shall be incorporated by reference in the final Contract document.
- c. The successful respondent shall perform its contracted duties in accordance with the resulting Contract, this procurement, including all addenda, and the successful respondent's response to this procurement. In the event of conflict among resulting contract documents, any identified inconsistency in the resulting Contract shall be resolved by giving precedence in the following order:
- 1) The resulting Contract, including all attachments, exhibits and any subsequent amendments;
 - 2) This procurement, including all addenda;
 - 3) State Term Contract No. 252-GSA Schedule 70; and
 - 4) The successful respondent's response to this procurement.
- d. The successful respondent shall be registered with the Florida Department of State as an entity authorized to transact business in the State of Florida by the effective date of the resulting Contract.
- e. The Agency reserves the right to amend the resulting Contract within the scope set forth in this procurement (to include the original Contract and all attachments) in order to clarify requirements.

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A.2 Special Terms and Conditions

A. Venue

1. By responding to this procurement, in the event of any legal challenges to this procurement, respondents agree and will consent that hearings and depositions for any administrative or other litigation related to this procurement shall be held in Leon County, Florida. The Agency, in its sole discretion, may waive this venue for depositions.
2. Respondents (and their successors, including but not limited to their parent(s), affiliates, subsidiaries, subcontractors, assigns, heirs, administrators, representatives and trustees) acknowledge that this procurement (including but not limited to the resulting Contract, exhibits, attachments, or amendments) is not a rule nor subject to rulemaking under Chapter 120 (or its successor) of the Florida Statutes and is not subject to challenge as a rule or non-rule policy under any provision of Chapter 120, F.S.
3. The exclusive venue and jurisdiction for any action in law or in equity to adjudicate rights or obligations arising pursuant to or out of this procurement for which there is no administrative remedy shall be the Second Judicial Circuit Court in and for Leon County, Florida, or, on appeal, the First District Court of Appeal (and, if applicable, the Florida Supreme Court). Any administrative hearings hereon or in connection herewith shall be held in Leon County, Florida.

4. Attorney's Fees

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

B. General Definitions and Acronyms

AHCA or AGENCY – State of Florida, Agency for Health Care Administration (AHCA), its employees acting in their official capacity, or its designee.

BUSINESS DAY – Also called Work Day. A day scheduled for regular State of Florida employees to work; Monday through Friday except holidays observed by regular State of Florida employees. Timeframes in this procurement requiring completion within a number of business days shall mean by 5:00 P.M. Eastern Standard Time on the last work day.

CALENDAR DAY – A twenty-four (24) hour period between midnight and midnight, regardless of whether or not it occurs on a weekend or holiday.

CALENDAR YEAR – A twelve (12) month period of time beginning on January 1 and ending on December 31.

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CAN – Used to express non-mandatory provisions; words denote the permissive.

CONTRACT – The written, signed agreement resulting from, and inclusion of, this procurement, any subsequent amendments thereto and the respondent's Proposal.

CONTRACT MANAGER – The Agency individual responsible for safeguarding state and federal funds, deriving maximum return from those funds, and monitoring Vendor compliance with applicable laws and contract terms.

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

DISASTER RECOVERY PLAN – A plan to ensure continued business processing through adequate alternative facilities, equipment, backup files, documentation and procedures in the event that the primary processing site is lost to the successful respondent.

EST - Eastern Standard Time

FISCAL YEAR (FY) – The period used to calculate an annual budget or financial statements for a year. The State of Florida fiscal year is the twelve (12) month period beginning July 1 and ending June 30.

HIPAA (THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996) – A Federal law that includes requirements to protect patient privacy, to protect security of electronic medical records, to prescribe methods and formats for exchange of electronic medical information, and to uniformly identify providers.

RECIPIENT - A person who has been determined to be eligible for Medicaid assistance in accordance with the State plan(s) under Title XIV and Title XIX of the Social Security Act, Title V of the Refugee Education Assistance Act, and/or Title IV of the immigration and Nationality Act.

SOC 2 TYPE II AUDIT – Service Organization Control (SOC) 2 Type II is an audit of the internal controls of a service organization according to specifications defined by the American Institute of Certified Public Accountants.

STATE – State of Florida.

SUBCONTRACT – An agreement entered into for provision of services on behalf of the successful respondent as related to this procurement.

SUBCONTRACTOR – Any entity contracting with the successful respondent to perform the services or to fulfill any of the requirements requested in this procurement or any entity that is a subsidiary of the successful respondent that performs the services or fulfills the requirements requested in this procurement.

VENDOR – the respondent awarded a contract resulting from this procurement.

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EXHIBIT 1
REQUIRED CERTIFICATIONS AND STATEMENTS**

RESPONDENT NAME: _____

1. ACCEPTANCE OF SOLICITATION REQUIREMENTS

I hereby certify that I understand and agree that my organization has read all requirements and Agency specifications provided in this solicitation, accepts said requirements, and that this response is made in accordance with the provisions of such requirements and specifications. By my written signature below, I guarantee and certify that all items included in this response shall meet or exceed any and all such requirements and Agency specifications. I further agree, if awarded a contract resulting from this solicitation, to deliver services that meet or exceed the requirements and specifications provided in this solicitation.

AND

2. ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

I hereby certify that in responding to this solicitation, should my organization be awarded a contract resulting from this solicitation, it agrees to accept and comply with all terms and conditions as specified in this solicitation.

AND

3. RELEASE OF REDACTED RESPONSE

I hereby authorize release of the redacted version of the response required by **Attachment A, Section A.1**, Instructions, **Sub-section C.**, Item 2., in the event the Agency receives a public records request.

AND

4. STATEMENT OF NO INVOLVEMENT

I hereby certify that neither my organization nor any person with an interest in the organization had any prior involvement in performing a feasibility study of the implementation of the subject Contract, in drafting of this solicitation or in developing the subject program.

AND

5. PROHIBITION OF GRATUITIES

I hereby certify that no elected official or employee of the State of Florida has or shall benefit financially or materially from such response or subsequent contract in violation of the provisions of Chapter 112, Florida Statutes (F.S.). I understand that any contract issued as a result of this solicitation may be terminated if it is determined that gratuities of any kind were either offered or received by any of the aforementioned parties.

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AND

6. NON-COLLUSION CERTIFICATION

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

AND

7. PERFORMANCE OF SERVICES

I hereby certify my organization shall make a documented good faith effort to ensure all services, provided directly or indirectly under the Contract resulting from this solicitation, will be performed within the State of Florida.

AND

8. PERFORMANCE OF SERVICES

I hereby certify my organization shall ensure all services, provided under the Contract resulting from this solicitation, will be performed within the borders of the United States and its territories and protectorates.

AND

9. ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION

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

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

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

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

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

Please check the applicable paragraph below:

- Has no existing relationship, financial interest or other activity which creates any actual or potential organizational conflicts of interest relating to the award of a contract resulting from this solicitation.

- Has included information in its response to this solicitation detailing the existence of actual or potential organizational conflicts of interest and has provided a "Conflict of Interest Mitigation Plan", as outlined above.

AND

10. RESPONDENT ATTESTATION REGARDING SCRUTINIZED COMPANIES LIST

Pursuant to Section 287.135, F.S. I certify that:

- a)** If the resulting Contract reaches or exceeds **\$1,000,000.00**, my organization has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and does not have business operations in Cuba or Syria; and

- b)** For the resulting Contract in any amount, it has not been placed on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel.

The respondent agrees that the Agency may immediately terminate the resulting Contract if the respondent is found to have submitted a false certification or is placed on the lists defined in Sections 215.473 or 215.4725, F.S., or engages in a boycott of Israel, during the term of the resulting Contract.

AND

11. JOINT VENTURE OR PARTNERSHIPS

This response if made as a joint venture or partnership. The members of the joint venture or partnership are listed below.

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EXHIBIT 1**

AND

12. NAMES OF OPERATION

I hereby certify the following is a list of all names under which my organization has operated during the past five (5) years from the date of solicitation issuance.

AND

13. CERTIFICATION REGARDING TERMINATED CONTRACTS

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

AND

14. LIST OF TERMINATED CONTRACTS

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

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

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

Respondent Name: _____

Client's Name: _____

Term of Terminated Contract: _____

Description of Services:

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Brief Summary of Reason(s) for Contract Termination:

Respondent Name:

Client's Name:

Term of Terminated Contract:

Description of Services:

Brief Summary of Reason(s) for Contract Termination:

Signature below indicates the respondent's full acknowledgement of; understanding of; and agreement with all of the certifications and statements identified above in Items 1 through 14 as written and without caveat.

Respondent Name

Authorized Official Signature

Date

Authorized Official Printed Name

Authorized Official Title

Failure to submit, Attachment A, Exhibit 2, Required Certifications and Statements, signed by an authorized official may result in the rejection of response.

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**ATTACHMENT A
EXHIBIT 2
COST PROPOSAL**

Respondent Name: _____

Instructions:

The Respondent shall provide its proposed fixed pricing to complete each of the CMT Solution Project deliverables described in the RFQ, its proposed annual base software licensing and maintenance pricing, and proposed hourly service rates as requested in the pricing tables on pages two (2) and three (3) of this Price Response.

The Respondent shall also provide its proposed annual renewal pricing for its base software licensing and maintenance in the pricing table on page four (4) of this Price Response.

All proposed pricing must be fully inclusive of all costs and expenses to be incurred by the Vendor to meet the services and reporting requirements of the Contract.

All proposed pricing must be in accordance with **General Services Administration (GSA) Schedule 70** pricing as provided under the following Special Item Numbers (SINs):

- Software Licensing (SIN 132-32 or 132-33)
- Software Maintenance (SIN 132-34)
- Cloud Computing (SIN 132.40)
- IT Training (SIN 132-50)
- Professional IT Services (SIN 132-51)

The Agency reserves the right to negotiate the pricing included in the Respondent's Price Response based on information provided by the Respondent and finalization of Contract terms and conditions.

The Respondent hereby submits the above specified pricing.

Name of Respondent's Authorized Representative

Signature of Authorized Representative

Signature Date

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**ATTACHMENT A
EXHIBIT 2
COST PROPOSAL**

| CMT Solution Project Design, Development & Implementation (DDI) Deliverables | | | | |
|---|--|----------------------------|--------------------------|----------------------------|
| # | Deliverable Description | Assumptions or Constraints | Proposed Completion Date | Proposed Total Fixed Price |
| PD-1A | Final Implementation Plan | | | |
| PD-1B | CMT Solution Turnover Plan | | | |
| PD-2A | Requirements Definition & Business Process Definition Document | | | |
| PD-2B | Requirements Traceability Matrix | | | |
| PD-3 | Detailed System Design/ Configuration Document | | | |
| PD-4A | Data Conversion Plan | | | |
| PD-4B | Data Conversion Completion Report | | | |
| PD-5A | UAT Plan and Test Cases | | | |
| PD-5B | UAT Completion Report | | | |
| PD-6A | Training Plan | | | |
| PD-6B | Training Certification Report | | | |
| PD-7 | Implementation Completion Document | | | |

| Annual Software License and Maintenance Deliverables – INITIAL CONTRACT TERM | | | | |
|---|-----------------------------|----------------------------|--|-----------------------------------|
| # | Deliverable Description | Assumptions or Constraints | Proposed Monthly Fixed Price (If applicable) | Proposed Total Annual Fixed Price |
| OM-1 | Year 1 Software License | | | |
| | Year 1 Software Maintenance | | | |
| OM-2 | Year 2 Software License | | | |
| | Year 2 Software Maintenance | | | |
| OM-3 | Year 3 Software License | | | |
| | Year 3 Software Maintenance | | | |
| OM-4 | Year 4 Software License | | | |
| | Year 4 Software Maintenance | | | |
| OM-5 | Year 5 Software License | | | |
| | Year 5 Software Maintenance | | | |

**ATTACHMENT A
EXHIBIT 2
COST PROPOSAL**

| Hourly Service Rates – INITIAL CONTRACT TERM | | |
|---|----------------------------|----------------------|
| Position Title/Role | Assumptions or Constraints | Proposed Hourly Rate |
| | | |
| | | |
| | | |
| | | |
| | | |

| Annual Software License and Maintenance Deliverables – CONTRACT RENEWAL YEARS | | | | |
|--|-------------------------------------|----------------------------|--|-----------------------------------|
| # | Deliverable Description | Assumptions or Constraints | Proposed Monthly Fixed Price (If applicable) | Proposed Total Annual Fixed Price |
| OM-1R | Renewal Year 1 Software License | | | |
| | Renewal Year 1 Software Maintenance | | | |
| OM-2R | Renewal Year 2 Software License | | | |
| | Renewal Year 2 Software Maintenance | | | |
| OM-3R | Renewal Year 3 Software License | | | |
| | Renewal Year 3 Software Maintenance | | | |
| OM-4R | Renewal Year 4 Software License | | | |
| | Renewal Year 4 Software Maintenance | | | |
| OM-5R | Renewal Year 5 Software License | | | |
| | Renewal Year 5 Software Maintenance | | | |

| Hourly Service Rates – CONTRACT RENEWAL YEARS | | | | | | |
|--|----------------------------|------------------------------|----------------|----------------|----------------|----------------|
| Position Title | Assumptions or Constraints | PROPOSED HOURLY SERVICE RATE | | | | |
| | | Renewal Year 1 | Renewal Year 2 | Renewal Year 3 | Renewal Year 4 | Renewal Year 5 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
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**ATTACHMENT A
EXHIBIT 3
STANDARD CONTRACT**

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

All respondents should review the contract language contained below. In responding to this solicitation, a respondent has agreed to accept the terms and conditions of the Contract contained in this Exhibit. Note: If the resulting Contract is funded with Federal funds, additional terms and conditions may be included at the time of contract award based on the specific Federal requirements.

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

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**STATE OF FLORIDA
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STANDARD CONTRACT**

I. THE VENDOR HEREBY AGREES:

A. General Provisions

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

B. Florida Department of State

To be registered with the Florida Department of State as an entity authorized to transact business in the State of Florida by the effective date of this Contract.

C. MyFloridaMarketPlace

1. Each Vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012, Florida Statutes (F.S.), shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.033, Florida Administrative Code (F.A.C.), unless exempt under Rule 60A-1.033(3), F.A.C.
2. This Contract has been exempted by the Florida Department of Management Services from paying the transaction fee per Rule 60A-1.031(4)(a and b), F.A.C.

D. Federal Laws and Regulations

1. This Contract contains Federal funds, therefore, the Vendor shall comply with all applicable Federal requirements pertaining to procurement, including but not limited to Chapter 2 of the Code of Federal Regulations (CFR) and any other final or interim rules.
2. This Contract contains Federal funding in excess of **\$100,000.00**, therefore, the Vendor must, upon Contract execution, complete the Certification Regarding Lobbying Form, **Attachment III**. If a Disclosure of Lobbying Activities Form, Standard Form LLL, is required, it may be obtained from the Agency's Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying Form must be completed and returned to the Agency's Procurement Office.
3. Pursuant to 2 CFR 376, the Vendor must, upon Contract execution, complete the Certification Regarding Debarment, Suspension, Ineligibility,

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and Voluntary Exclusion Contracts/Subcontracts Form, **Attachment IV.**

E. Prohibition of Gratuities

To certify that no elected official or employee of the State of Florida has or shall benefit financially or materially from this Contract in violation of the provisions of Chapter 112, F.S. This Contract may be terminated if it is determined that gratuities of any kind were either offered or received by any of the aforementioned parties.

F. Audits/Monitoring

1. The Agency may conduct, or have conducted, performance and/or compliance reviews, reviews of specific records or other data as determined by the Agency. The Agency may conduct a review of a sample of analyses performed by the Vendor to verify the quality of the Vendor's analyses. Reasonable notice shall be provided for reviews conducted at the Vendor's place of business.
2. Reviews may include, but shall not be limited to, reviews of procedures, computer systems, recipient records, accounting records, and internal quality control reviews. The Vendor shall work with any reviewing entity selected by the Agency.
3. During this Contract period, these records shall be available at the Vendor's office at all reasonable times. After this Contract period and for ten (10) years following, the records shall be available at the Vendor's chosen location subject to the approval of the Agency. If the records need to be sent to the Agency, the Vendor shall bear the expense of delivery. Prior approval of the disposition of the Vendor and subcontractor records must be requested and approved by the Agency. This obligation survives termination of this Contract.
4. The Vendor shall comply with all applicable Federal requirements pertaining to procurement, including but not limited to Chapter 2 of the CFR and any other final or interim rules with respect to audit requirements of Federal contracts administered through State and local public agencies.
5. The Vendor shall maintain and file with the Agency such progress, fiscal and inventory reports as specified in **Attachment I**, Scope of Services, and other reports as the Agency may require within the period of this Contract. In addition, access to relevant computer data and applications which generated such reports should be made available upon request.
6. The Vendor shall ensure that all related party transactions are disclosed to the Agency Contract Manager.
7. The Vendor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

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8. The Vendor shall submit a SSAE 16 SOC 2 report on a yearly basis to the Agency Contract Manager.

G. Inspection of Records and Work Performed

1. The Agency and its authorized representatives shall, at all reasonable times, have the right to enter the successful Vendor's premises, or other places where duties under this Contract are performed. All inspections and evaluations shall be performed in such a manner as not to unduly delay work. Persons duly authorized by the Agency and federal auditors, pursuant to 45 CFR, Part 74 and/or 45 CFR, Part 92, shall have full access to and the right to examine any of said records and documents.
2. The Vendor shall retain all financial records, medical records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this Contract for a period of ten (10) years after termination of this Contract, or if an audit has been initiated and audit findings have not been resolved at the end of ten (10) years, the records shall be retained until resolution of the audit findings.
3. Refusal by the Vendor to allow access to all records, documents, papers, letters, other materials or on-site activities related to this Contract performance shall constitute a breach of this Contract.
4. The right of the Agency and its authorized representatives to perform inspections shall continue for as long as the Vendor is required to maintain records.
5. The Vendor shall be responsible for all storage fees associated with all records maintained under this Contract. The Vendor is also responsible for the destruction of all records that meet the retention schedule noted above.
6. Failure to retain all records as required may result in cancellation of this Contract. The Agency shall give the Vendor advance notice of cancellation pursuant to this provision and shall pay the Vendor only those amounts that are earned prior to the date of cancellation in accordance with the terms and conditions of this Contract. Performance by the Agency of any of its obligations under this Contract shall be subject to the successful Vendor's compliance with this provision.
7. In accordance with Section 20.055, F.S., the Vendor and its subcontractors shall cooperate with the Office of the Inspector General in any investigation, audit, inspection, review or hearing; and shall grant access to any records, data or other information the Office of the Inspector General deems necessary to carry out its official duties.
8. The rights of access in this Section must not be limited to the required retention period but shall last as long as the records are retained.

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H. Accounting

1. To maintain an accounting system and employ accounting procedures and practices that conform to generally accepted accounting principles and standards or other comprehensive basis of accounting principles as acceptable to the Agency. For costs associated with specific contracts under which the Agency must account to the federal government for actual costs incurred, the costs and charges for that contract will be determined in accordance with generally accepted accounting principles.
2. To submit annual financial audits (or parent organization's annual financial audits with organizational chart) to the Agency within thirty (30) calendar days of receipt.

I. Public Records Requests

1. To comply with Section 119.0701, F.S., if applicable, and all other applicable parts of the Florida Public Records Act.
2. To keep and maintain public records that ordinarily and necessarily would be required in order to perform services under this Contract.
3. To provide the public with access to public records on the same terms and conditions that the Agency would provide the records and at a cost that does not exceed the cost provided in Section 119.07, F.S., or as otherwise provided by law.
4. To upon request from the appropriate Agency custodian of public records, provide the Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost in Section 119.07, F.S., or as otherwise provided by law.
5. To ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract term and following completion of this Contract if the Vendor does not transfer the records to the Agency.
6. To not collect an individual's social security number unless the Vendor has stated in writing the purpose for its collection. The Vendor collecting an individual's social security number shall provide a copy of the written statement to the Agency and otherwise comply with applicable portions of Section 119.071(5), F.S.
7. To meet all requirements for retaining public records and transfer, at no cost, to the Agency all public records in possession of the Vendor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the

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Agency in a format that is compatible with the information technology systems of the Agency.

8. If the Vendor does not comply with a public records request, the Agency shall enforce Contract provisions in accordance with this Contract.
9. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AGENCY CUSTODIAN OF PUBLIC RECORDS FOR THIS CONTRACT. THE AGENCY CUSTODIAN OF PUBLIC RECORDS FOR THIS CONTRACT IS THE CONTRACT MANAGER.**

J. Communications

1. Notwithstanding any term or condition of this Contract to the contrary, the Vendor bears sole responsibility for ensuring that its performance of this Contract fully complies with all State and Federal law governing the monitoring, interception, recording, use or disclosure of wire, oral or electronic communications, including but not limited to the Florida Security of Communications Act, Section 934.01, et seq., F.S.; and the Electronic Communications Privacy Act, 18 U.S.C. Section 2510 et seq. (hereafter, collectively, "Communication Privacy Laws").
2. Prior to intercepting, recording or monitoring any communications which are subject to Communication Privacy Laws, the Vendor must:
 - a. Submit a plan which specifies in detail the manner in which the Vendor will ensure that such actions are in full compliance with Communication Privacy Laws (the "Privacy Compliance Plan"); and
 - b. Obtain written approval, signed and notarized by the Agency Contract Manager, approving the Privacy Compliance Plan.
3. No modifications to an approved Privacy Compliance Plan may be implemented by the Vendor unless an amended Privacy Compliance Plan is submitted to the Agency, and written approval of the amended Privacy Compliance Plan is signed and notarized by the Agency Contract Manager. Agency approval of the Vendor's Privacy Compliance Plan in no way constitutes a representation by the Agency that the Privacy Compliance Plan is in full compliance with applicable Communication Privacy Laws, or otherwise shifts or diminishes the Vendor's sole burden to ensure full compliance with applicable Communication Privacy Laws in all aspects of the Vendor's performance of this Contract. Violation of this term may result in sanctions to include termination of this Contract and/or liquidated damages.

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4. The Vendor agrees that it is the custodian of any and all recordings for purposes of the Public Records Act, Chapter 119, F.S., and is solely responsible for responding to any public records requests for recordings. This responsibility includes gathering, redaction, duplication and provision of the recordings as well as defense of any actions for enforcement brought pursuant to Section 119.11, F.S.

K. Background Screening

1. To ensure that all Vendor employees including managing employees that have direct access to personally identifiable information (PII), protected health information (PHI), or financial information have a County, State, and Federal criminal background screening comparable to a level 2 background screening as described in Section 435.04, F.S., completed with results prior to employment.
2. Per Section 435.04(1)(a), F.S., level 2 screening standards include, but need not be limited to, fingerprinting for statewide criminal history records checks through the Department of Law Enforcement, and national criminal history records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
3. If the Vendor employee or managing employee was employed prior to the execution of this Contract, the Vendor shall ensure that the County, State, and Federal criminal background screening comparable to a level 2 background screening is completed with results prior to the employee accessing any PII, PHI, or financial information.
4. Any Vendor employee or managing employee with background results that are unacceptable to the State as described in Section 435.04, F.S., or related to the criminal use of PII as described in Section 817, F.S., or has been subject to criminal penalties for the misuse of PHI under 42 U.S.C. 1320d-5, or has been subject to criminal penalties for the offenses described in Section 812.0195, F.S., Section 815, F.S., Section 815.04, F.S., or Section 815.06, F.S., shall be denied employment or be immediately dismissed from performing services under this Contract by the Vendor unless an exemption is granted.
5. Direct access is defined as having, or expected to have, duties that involve access to PII, PHI, or financial information by any means including, but not limited to, network shared drives, email, telephone, mail, computer systems, and electronic or printed reports.
6. To ensure that all Vendor employees including managing employees that have direct access to any PII, PHI or financial information have a County, State, and Federal criminal background screening comparable to a level 2 background screening completed with results every five (5) years.

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7. To develop and submit policies and procedures related to this criminal background screening requirement to the Agency for review and approval within thirty (30) calendar days of this Contract execution. The Vendor's policies and procedures shall include a procedure to grant an exemption from disqualification for disqualifying offenses revealed by the background screening, as described in Section 435.07, F.S.
8. To keep a record of all background screening records to be available for Agency review upon request.
9. Failure to comply with background screening requirements shall subject the Vendor to liquidated damages as described **Attachment I**, Scope of Services.

L. Monitoring

1. To provide reports as specified in **Attachment I**, Scope of Services. These reports will be used for monitoring progress or performance of the contractual services as specified in **Attachment I**, Scope of Services.
2. To permit persons duly authorized by the Agency to inspect any records, papers, documents, facilities, goods and services of the Vendor which are relevant to this Contract.
3. To ensure that each of its employees or subcontractors who performs activities related to the services associated with this Contract will report to the Agency any health care facility that is the subject of these services that may have violated the law. To report concerns pertaining to a health care facility, the Vendor employee or subcontractor may contact the Agency Complaint Hotline by calling 1-888-419-3456 or by completing the online complaint form found at <https://apps.ahca.myflorida.com/hcfc>.
4. To ensure that each of its employees or subcontractors who performs activities related to the services associated with this Contract, will report to the Agency areas of concern relative to the operation of any entity covered by this Contract. To report concerns, the Vendor employee or subcontractor may contact the Agency Complaint Hotline by calling 1-877-254-1055 or by completing the online complaint form found at https://apps.ahca.myflorida.com/smmc_cirts/.
5. Reports which represent individuals receiving services are at risk for, or have suffered serious harm, impairment, or death shall be reported to the Agency immediately and no later than twenty four (24) clock hours after the observation is made. Reports that reflect noncompliance that does not rise to the level of concern noted above shall be reported to the Agency within ten (10) calendar days of the observation.

M. Indemnification

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The Vendor agrees to indemnify, defend, and hold harmless the Agency, as provided in this Clause.

1. Scope. The Duty to Indemnify and the Duty to Defend, as described herein (collectively known as the “Duty to Indemnify and Defend”), extend to any completed, actual, pending or threatened action, suit, claim or proceeding, whether civil, criminal, administrative or investigative (including any action by or in the right of the Vendor), and whether formal or informal, in which the Agency is, was or becomes involved and which in any way arises from, relates to or concerns the Vendor’s acts or omissions related to this Contract (inclusive of all attachments, etc.) (collectively “Proceeding”).
 - a. Duty to Indemnify. The Vendor agrees to hold harmless and indemnify the Agency to the full extent permitted by law against any and all liability, claims, actions, suits, judgments, damages and costs of whatsoever name and description, including attorneys’ fees, arising from or relating to any Proceeding.
 - b. Duty to Defend. With respect to any Proceeding, the Vendor agrees to fully defend the Agency and shall timely reimburse all of the Agency’s legal fees and costs; provided, however, that the amount of such payment for attorneys’ fees and costs is reasonable pursuant to rule 4–1.5, Rules Regulating The Florida Bar. The Agency retains the exclusive right to select, retain and direct its defense through defense counsel funded by the Vendor pursuant to the Duty to Indemnify and Defend the Agency.
2. Expense Advance. The presumptive right to indemnification of damages shall include the right to have the Vendor pay the Agency’s expenses in any Proceeding as such expenses are incurred and in advance of the final disposition of such Proceeding.
3. Enforcement Action. In the event that any claim for indemnity, whether an Expense Advance or otherwise, is made hereunder and is not paid in full within sixty (60) calendar days after written notice of such claim is delivered to the Vendor, the Agency may, but need not, at any time thereafter, bring suit against the Vendor to recover the unpaid amount of the claim (hereinafter “Enforcement Action”). In the event the Agency brings an Enforcement Action, the Vendor shall pay all of the Agency’s attorneys’ fees and expenses incurred in bringing and pursuing the Enforcement Action.
4. Contribution. In any Proceeding in which the Vendor is held to be jointly liable with the Agency for payment of any claim of any kind (whether for damages, attorneys’ fees, costs or otherwise), if the Duty to Indemnify provision is for any reason deemed to be inapplicable, the Vendor shall contribute toward satisfaction of the claim whatever portion is or would be payable by the Agency in addition to that portion which is or would be payable by the Vendor, including payment of damages, attorneys’ fees and costs, without recourse against the Agency. No provision of this part or of

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any other section of this Contract (inclusive of all attachments, etc.), whether read separately or in conjunction with any other provision, shall be construed to: (i) waive the State or the Agency's immunity to suit or limitations on liability; (ii) obligate the State or the Agency to indemnify the Vendor for the Vendor's own negligence or otherwise assume any liability for the Vendor's own negligence; or (iii) create any rights enforceable by third parties, as third party beneficiaries or otherwise, in law or in equity.

N. Insurance

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

O. Assignments and Subcontracts

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

P. Subcontracting

1. To not subcontract, assign, or transfer any work identified under this Contract, without prior written consent of the Agency.
2. To not subcontract with any provider that would be in conflict of interest to the Vendor during the term of this Contract in accordance with applicable Federal and/or State laws.
3. Changes to approved subcontracts and/or subcontractors require approval in writing by the Agency's Contract Manager prior to the effective date of any subcontract.
4. The Agency encourages Vendors to partner with subcontractors who can provide best value and the best in class solutions. However, the Vendor is responsible for all work performed under this Contract. No subcontract that the Vendor enters into with respect to performance under this Contract shall in any way relieve the Vendor of any responsibility for performance of its duties. The Vendor shall assure that all tasks related to the subcontract are performed in accordance with the terms of this Contract. If the Agency determines, at any time, that a subcontract is not in compliance with a Contract requirement, the Vendor shall promptly revise the subcontract to bring it into compliance. In addition, the Vendor may be subject to sanctions and/or liquidated damages pursuant to this Contract and Section 409.912(4), F.S. (related to sanctions).
5. All payments to subcontractors will be made by the Vendor.
6. To be responsible for monitoring the subcontractor's performance. The results of the monitoring shall be provided to the Agency's Contract Manager, fourteen (14) business days after the end of each month or as specified by the Agency. If the subcontractor's performance does not meet the Agency's performance standard according to the Agency's monitoring report or the Vendor's monitoring report, an improvement plan must be submitted to the Vendor and the Agency within fourteen (14) business days of the deficient report.
7. The State supports and encourages supplier diversity and the participation of small and minority business enterprises in State contracting, both as Vendors and subcontractors. The Agency supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this Contract enthusiastically embrace diversity. The award of

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

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

Q. Return of Funds

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

R. Purchasing

1. P.R.I.D.E.

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

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

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

2. RESPECT of Florida

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

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

RESPECT of Florida
2475 Apalachee Parkway, Suite 205
Tallahassee, Florida 32301-4946
(850) 487-1471
www.respectofflorida.org

S. Procurement of Products or Materials with Recycled Content

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

T. Civil Rights Requirements/Vendor Assurance

The Vendor assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 United States Code (U.S.C.) 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
5. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
6. The Americans with Disabilities Act of 1990, Public Law (P.L.) 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
7. Chapter 409, F.S.

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8. Rule 62-730.160, F.A.C. pertaining to standards applicable to generators of hazardous waste.
9. All applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 United States Code (U.S.C.) 7401 et seq.
10. The Medicare-Medicaid Fraud and Abuse Act of 1978.
11. Other Federal omnibus budget reconciliation acts.
12. The Balanced Budget Act of 1997.
13. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

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

U. Equal Employment Opportunity (EEO) Compliance

To not discriminate in its employment practices with respect to race, color, religion, age, sex, marital status, political affiliation, national origin, or handicap.

V. Discrimination

Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid, Proposal, or Reply on a contract to provide any goods or services to a public entity; may not submit a Bid, Proposal, or Reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, Proposals, or Replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

W. Requirements of Section 287.058, Florida Statutes

1. To submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof.
2. Where applicable, to submit bills for any travel expenses in accordance

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with Section 112.061, F.S. The Agency may establish rates lower than the maximum provided in Section 112.061, F.S.

3. To provide units of deliverables, including reports, findings, and drafts, in writing and/or in an electronic format agreeable to both Parties, as specified in **Attachment I**, Scope of Services, to be received and accepted by the Contract Manager prior to payment.
4. To comply with the criteria and final date, as specified herein, by which such criteria must be met for completion of this Contract.
5. This Contract shall begin upon execution by both Parties or **BEGIN DATE**, (whichever is later) and end on **END DATE**, inclusive.
6. In accordance with Section 287.057(13), F.S., this Contract may be renewed for a period that may not exceed three (3) years or the term of the original Contract, whichever period is longer. Renewal of this Contract shall be in writing and subject to the same terms and conditions set forth in the initial Contract. A renewal Contract may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the Agency, are subject to the availability of funds, and optional to the Agency.
7. If this Contract is renewed, it is the Agency's policy to reduce the overall payment amount by the Agency to the Vendor by at least five percent (5%) during the period of this Contract renewal, unless it would affect the level and quality of services.
8. The Vendor agrees that the Agency may unilaterally cancel this Contract for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with this Contract, unless the records are exempt from Section 24(a) of Article I of the State Constitution and the Florida Public Records Act, Chapter 119, F.S.
9. To comply with Patents, Royalties, Copyrights, Right to Data, and Works for Hire/Software requirements as follows:
 - a. The Vendor, without exception, shall indemnify and hold harmless the Agency and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unattended invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the Vendor or is based solely and exclusively upon the Agency's alteration of the article.
 - b. The Agency will provide prompt written notification of a claim of copyright or patent infringement and shall afford the Vendor full

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

- c.** If the Vendor brings to the performance of this Contract a pre-existing patent, patent-pending and/or copyright, at the time of Contract execution, the Vendor shall retain all rights and entitlements to that pre-existing patent, patent-pending and/or copyright, unless this Contract provides otherwise.
- d.** If the Vendor uses any design, device, or materials covered by letter, patent, or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. Prior to the initiation of services under this Contract, the Vendor shall disclose, in writing, all intellectual properties relevant to the performance of this Contract which the Vendor knows, or should know, could give rise to a patent or copyright. The Vendor shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Agency will then have the right to all patents and copyrights which arise as a result of performance under this Contract as provided in this Sub-Section.
- e.** If any discovery or invention arises or is developed in the course of, or as a result of, work or services performed under this Contract, or in any way connected herewith, the Vendor shall refer the discovery or invention to the Agency for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to the State of Florida. All materials to which the Agency is to have patent rights or copyrights shall be marked and dated by the Vendor in such a manner as to preserve and protect the legal rights of the Agency.
- f.** Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Agency has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Agency to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, shall

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

- g.** The Agency will have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Vendor under this Contract.
- h.** All rights and title to works for hire under this Contract, whether patentable or copyrightable or not, shall belong to the Agency and shall be subject to the terms and conditions of this Contract.
- i.** The computer programs, data, materials and other information furnished by the Agency to the Vendor hereunder shall be and remain the sole and exclusive property of the Agency, free from any claim or right of retention by or on behalf of the Vendor. The services and products listed in this Contract shall become the property of the Agency upon the Vendor's performance and delivery thereof. The Vendor hereby acknowledges that said computer programs, materials and other information provided by the Agency to the Vendor hereunder, together with the products delivered and services performed by the Vendor hereunder, shall be and remain confidential and proprietary in nature to the extent provided by Chapter 119, F.S., and that the Vendor shall not disclose, publish or use same for any purpose other than the purposes provided in this Contract; however, upon the Vendor first demonstrating to the Agency's satisfaction that such information, in part or in whole, (1) was already known to the Vendor prior to its receipt from the Agency; (2) became known to the Vendor from a source other than the Agency; or (3) has been disclosed by the Agency to third parties without restriction, the Vendor shall be free to use and disclose same without restriction. Upon completion of the Vendor's performance or otherwise cancellation or termination of this Contract, the Vendor shall surrender and deliver to the Agency, freely and voluntarily, all of the above-described information remaining in the Vendor's possession.
- j.** The Vendor warrants that all materials produced hereunder shall be of original development by the Vendor and shall be specifically developed for the fulfillment of this Contract and shall not knowingly infringe upon or violate any patent, copyright, trade secret or other property right of any third party, and the Vendor shall indemnify and hold the Agency harmless from and against any loss, cost, liability or expense arising out of any breach or claimed breach of this warranty.
- k.** The terms and conditions specified in this Sub-Section shall also

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apply to any subcontract made under this Contract. The Vendor shall be responsible for informing the subcontractor of the provisions of this Sub-Section and obtaining disclosures.

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

X. Sponsorship

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

Y. Final Invoice

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

Z. Use of Funds for Lobbying Prohibited

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

AA. Public Entity Crime

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

BB. Health Insurance Portability and Accountability Act

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

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2. The Vendor must ensure it meets all Federal regulations regarding required standard electronic transactions and standards for privacy and individually identifiable health information as identified in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009 and associated regulations.
3. The Vendor shall conduct all activities in compliance with 45 CFR 164 Subpart C to ensure data security, including, but not limited to encryption of all information that is confidential under Florida or Federal law, while in transmission and while resident on portable electronic media storage devices. Encryption is required and shall be consistent with Federal Information Processing Standards (FIPS), and/or the National Institute of Standards and Technology (NIST) publications regarding cryptographic standards.

CC. Confidentiality of Information

1. The Vendor shall not use or disclose any confidential information, including social security numbers that may be supplied under this Contract pursuant to law, and also including the identity or identifying information concerning a Medicaid recipient or services under this Contract for any purpose not in conformity with State and Federal laws, except upon written consent of the recipient, or his/her guardian.
2. All personally identifiable information, including Medicaid information, obtained by the Vendor shall be treated as privileged and confidential information and shall be used only as authorized for purposes directly related to the administration of this Contract. The Vendor must have a process that specifies that patient-specific information remains confidential, is used solely for the purposes of data analysis or other Vendor responsibilities under this Contract, and is exchanged only for the purpose of conducting a review or other duties outlined in this Contract.
3. Any patient-specific information received by the Vendor can be shared only with those agencies that have legal authority to receive such information and cannot be otherwise transmitted for any purpose other than those for which the Vendor is retained by the Agency. The Vendor must have in place written confidentiality policies and procedures to ensure confidentiality and to comply with all Federal and State laws (including the HIPAA and HITECH Acts) governing confidentiality, including electronic treatment records, facsimile mail, and electronic mail).
4. The Vendor's subcontracts must explicitly state expectations about the confidentiality of information, and the subcontractor is held to the same confidentiality requirements as the Vendor. If provider-specific data are released to the public, the Vendor shall have policies and procedures for exercising due care in compiling and releasing such data that address statutory protections of quality assurance and confidentiality while assuring that open records requirements of Chapter 119, F.S., are met.

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5. The Vendor and its subcontractors shall comply with the requirements of Section 501.171, F.S. and shall, in addition to the reporting requirements therein, report to the Agency any breach of personal information.
6. Any releases of information to the media, the public, or other entities require prior approval from the Agency.

DD. Employment

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

EE. Work Authorization Program

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

FF. Scrutinized Companies Lists

Pursuant to Section 287.135, F.S. the Vendor certifies that:

1. If this Contract reaches or exceeds **\$1,000,000.00**, it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and does not have business operations in Cuba or Syria; and
2. For contracts of any amount, it has not been placed on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel.

The Vendor agrees that the Agency may immediately terminate this Contract if the Vendor is found to have submitted a false certification or is placed on the lists defined in Sections 215.473 or 215.4725, F.S., or engages in a boycott of Israel, during the term of this Contract.

GG. Performance of Services

The Vendor shall ensure all services provided under this Contract will be performed within the borders of the United States and its territories and protectorates. State-

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owned Data will be processed and stored in data centers that are located only in the forty eight (48) contiguous United States.

HH. Venue

1. In the event of any legal challenges to this Contract, the Vendor agrees and will consent that hearings and depositions for any administrative or other litigation related to this Contract shall be held in Leon County, Florida. The Agency, in its sole discretion, may waive this venue for depositions.
2. Respondents (and their successors, including but not limited to their parent(s), affiliates, subsidiaries, subcontractors, assigns, heirs, administrators, representatives and trustees) acknowledge that this Contract (including but not limited to exhibits, attachments, or amendments) is not a rule nor subject to rulemaking under Chapter 120 (or its successor) of the Florida Statutes and is not subject to challenge as a rule or non-rule policy under any provision of Chapter 120, F.S.
3. This Contract shall be delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision shall be found ineffective, then to the extent of such prohibition or invalidity, that provision shall be severed without invalidating the remainder of such provision or the remaining provisions of this Contract.
4. The exclusive venue and jurisdiction for any action in law or in equity to adjudicate rights or obligations arising pursuant to or out of this Contract for which there is no administrative remedy shall be the Second Judicial Circuit Court in and for Leon County, Florida, or, on appeal, the First District Court of Appeal (and, if applicable, the Florida Supreme Court). Any administrative hearings hereon or in connection herewith shall be held in Leon County, Florida.
5. **Attorney's Fees**

In the event of a dispute, each party to the Contract shall be responsible for its own attorneys' fees, except as otherwise provided by law.
6. **Legal Action Notification**

The Vendor shall give the Agency, by certified mail, immediate written notification (no later than thirty (30) calendar days after service of process) of any action or suit filed or of any claim made against the Vendor by any subcontractor, vendor, or other party that results in litigation related to the Contract for disputes or damages exceeding the amount of **\$50,000.00**. In addition, the Vendor shall immediately advise the Agency of the insolvency of a subcontractor or of the filing of a petition in bankruptcy by or against a principal subcontractor.
7. **Damages for Failure to Meet Contract Requirements**

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

II. THE AGENCY HEREBY AGREES:

A. Contract Amount

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

B. Contract Payment

Section 215.422, F.S., provides that agencies have five (5) business days to inspect and approve goods and services, unless bid specifications, Contract or Purchase Order specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) calendar days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 412-3858, or utilize the Department of Financial Services website at www.myfloridacfo.com/aadir/interest.htm. Payments to health care providers for hospital, medical or other health care services, shall be made not more than thirty five (35) calendar days from the date eligibility for payment is determined, and the daily interest rate is .0003333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the State Office of Financial Regulation Consumer Helpline, 1-877-693-5236.

III. THE VENDOR AND AGENCY HEREBY MUTUALLY AGREE:

A. Termination

1. Termination at Will

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

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2. Termination Due to Lack of Funds

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

3. Termination for Breach

- a. Unless the Vendor's breach is waived by the Agency in writing, the Agency may, by written notice to the Vendor, terminate this Contract upon no less than twenty four (24) clock hours' written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the Agency may employ the default provisions in Rule 60A-1.006(3), F.A.C.
- b. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit the Agency's right to remedies at law or to damages.

B. Contract Managers

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

Name
Agency for Health Care Administration
Address
City, State Zip Code
Phone Number

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

Name
Vendor Name
Address
City, State Zip Code
Phone Number

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

C. Renegotiation or Modification

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

3. Preferred Pricing

The Vendor represents and warrants that the prices and terms for its services under this Contract are no less favorable to the Agency than those for similar services under any existing contract with any other party. The Vendor further agrees that, within ninety (90) calendar days of the Vendor entering into a contract or contract amendment or offering to any other party services similar to those under this Contract under prices or terms more favorable than those provided in this Contract, the Vendor will report such prices and terms to the Agency, which prices or terms shall be effective as an amendment to this Contract upon the Agency's written acceptance thereof. Should the Agency discover such other prices or terms, the same shall be effective as an amendment to this Contract retroactively to the earlier of the effective date of this Contract (for other contracts in effect as of that date) or the date they were first contracted or offered to the other party (for subsequent contracts, amendments or offers) and any payment in excess of such pricing shall be deemed overpayments. The Vendor shall submit an affidavit no later than July 31st of each year during the term of this Contract attesting that the Vendor is in compliance with this provision, as required by Section 216.0113, F.S.

D. Name, Mailing and Street Address of Payee

1. The name (Vendor name as shown on Page 1 of this Contract) and mailing address of the official payee to whom the payment shall be made:

Name
Vendor Name
Address
City, State, Zip Code

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

Name
Vendor Name
Address
City, State, Zip Code

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E. All Terms and Conditions

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

This Contract is and shall be deemed jointly drafted and written by all Parties to it and shall not be construed or interpreted against the Party originating or preparing it. Each Party has the right to consult with counsel and has either consulted with counsel or knowingly and freely entered into this Contract without exercising its right to counsel.

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

VENDOR NAME

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

**SIGNED
BY:**

NAME:

TITLE:

DATE:

SAMPLE

**SIGNED
BY:**

NAME:

TITLE:

DATE:

SAMPLE

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

VENDOR FISCAL YEAR ENDING DATE: **DATE**

List of Attachments included as part of this Contract:

| Specify Type | Letter/ Number | Description |
|-------------------|----------------|--|
| Attachment | I | Scope of Services (NUMBER Pages) |
| Attachment | II | Business Associate Agreement (4 Pages) |
| Attachment | III | Certification Regarding Lobbying (1 Page) |
| Attachment | IV | Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts (1 Page) |

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ATTACHMENT II

BUSINESS ASSOCIATE AGREEMENT

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

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

1. Definitions. Unless specifically stated in this Attachment, the definition of the terms contained herein shall have the same meaning and effect as defined in 45 C.F.R. 160 and 164.
 - 1a. Protected Health Information. For purposes of this Attachment, protected health information shall have the same meaning and effect as defined in 45 C.F.R. 160 and 164, limited to the information created, received, maintained or transmitted by the Vendor from, or on behalf of, the Agency.
 - 1b. Security Incident. For purposes of this Attachment, security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system and includes any event resulting in computer systems, networks, or data being viewed, manipulated, damaged, destroyed or made inaccessible by an unauthorized activity.
2. Applicability of HITECH and HIPAA Privacy Rule and Security Rule Provisions. As provided by federal law, Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA), also known as the Health Information Technology Economic and Clinical Health (HITECH) Act, requires a Business Associate (Vendor) that contracts with the Agency, a HIPAA covered entity, to comply with the provisions of the HIPAA Privacy and Security Rules (45 C.F.R. 160 and 164).
3. Use and Disclosure of Protected Health Information. The Vendor shall comply with the provisions of 45 CFR 164.504(e)(2)(ii). The Vendor shall not use or disclose protected health information other than as permitted by this Contract or by federal and state law. The sale of protected health information or any components thereof is prohibited except as provided in 45 CFR 164.502(a)(5). The Vendor will use appropriate safeguards to prevent the use or disclosure of protected health information for any purpose not in conformity with this Contract and federal and state law. The Vendor will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information the Vendor creates, receives, maintains, or transmits on behalf of the Agency.
4. Use and Disclosure of Information for Management, Administration, and Legal Responsibilities. The Vendor is permitted to use and disclose protected health information received from the Agency for the proper management and administration of the Vendor or to carry out the legal responsibilities of the Vendor, in accordance with 45 C.F.R. 164.504(e)(4). Such disclosure is only permissible where required by law, or where the Vendor obtains reasonable assurances from the person to whom the protected health information is disclosed

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that: (1) the protected health information will be held confidentially, (2) the protected health information will be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and (3) the person notifies the Vendor of any instance of which it is aware in which the confidentiality of the protected health information has been breached.

5. Disclosure to Third Parties. The Vendor will not divulge, disclose, or communicate protected health information to any third party for any purpose not in conformity with this Contract without prior written approval from the Agency. The Vendor shall ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the Vendor on behalf of, the Agency agrees to the same terms, conditions, and restrictions that apply to the Vendor with respect to protected health information. The Vendor's subcontracts shall fully comply with the requirements of 45 CFR 164.314(a)(2)(iii).
6. Access to Information. The Vendor shall make protected health information available in accordance with federal and state law, including providing a right of access to persons who are the subjects of the protected health information in accordance with 45 C.F.R. 164.524.
7. Amendment and Incorporation of Amendments. The Vendor shall make protected health information available for amendment and to incorporate any amendments to the protected health information in accordance with 45 C.F.R. 164.526.
8. Accounting for Disclosures. The Vendor shall make protected health information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528. The Vendor shall document all disclosures of protected health information as needed for the Agency to respond to a request for an accounting of disclosures in accordance with 45 C.F.R. 164.528.
9. Access to Books and Records. The Vendor shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Vendor on behalf of the Agency, available to the Secretary of the Department of Health and Human Services ("HHS") or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations.
10. Reporting. The Vendor shall make a good faith effort to identify any use or disclosure of protected health information not provided for in this Contract.
 - 10a. To Agency. The Vendor will report to the Agency, within ten (10) business days of discovery, any use or disclosure of protected health information not provided for in this Contract of which the Vendor is aware. The Vendor will report to the Agency, within twenty-four (24) hours of discovery, any security incident of which the Vendor is aware. A violation of this paragraph shall be a material violation of this Contract. Such notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the Vendor to have been, accessed, acquired, used, or disclosed during such breach.
 - 10b. To Individuals. In the case of a breach of protected health information discovered by the Vendor, the Vendor shall first notify the Agency of the pertinent details of the breach and upon prior approval of the Agency shall notify each individual whose unsecured protected health information has been, or is reasonably believed by the Vendor to have

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been, accessed, acquired, used or disclosed as a result of such breach. Such notification shall be in writing by first-class mail to the individual (or the next of kin if the individual is deceased) at the last known address of the individual or next of kin, respectively, or, if specified as a preference by the individual, by electronic mail. Where there is insufficient, or out-of-date contract information (including a phone number, email address, or any other form of appropriate communication) that precludes written (or, if specifically requested, electronic) notification to the individual, a substitute form of notice shall be provided, including, in the case that there are 10 or more individuals for which there is insufficient or out-of-date contact information, a conspicuous posting on the Web site of the covered entity involved or notice in major print or broadcast media, including major media in the geographic areas where the individuals affected by the breach likely reside. In any case deemed by the Vendor to require urgency because of possible imminent misuse of unsecured protected health information, the Vendor may also provide information to individuals by telephone or other means, as appropriate.

- 10c. To Media. In the case of a breach of protected health information discovered by the Vendor where the unsecured protected health information of more than 500 persons is reasonably believed to have been, accessed, acquired, used, or disclosed, after prior approval by the Agency, the Vendor shall provide notice to prominent media outlets serving the State or relevant portion of the State involved.
- 10d. To Secretary of Health and Human Services (HHS). The Vendor shall cooperate with the Agency to provide notice to the Secretary of HHS of unsecured protected health information that has been acquired or disclosed in a breach.
- (i) Vendors Who Are Covered Entities. In the event of a breach by a contractor or subcontractor of the Vendor, and the Vendor is a HIPAA covered entity, the Vendor shall be considered the covered entity for purposes of notification to the Secretary of HHS pursuant to 45 CFR 164.408. The Vendor shall be responsible for filing the notification to the Secretary of HHS and will identify itself as the covered entity in the notice. If the breach was with respect to 500 or more individuals, the Vendor shall provide a copy of the notice to the Agency, along with the Vendor's breach risk assessment for review at least 15 business days prior to the date required by 45 C.F.R. 164.408 (b) for the Vendor to file the notice with the Secretary of HHS. If the breach was with respect to less than 500 individuals, the Vendor shall notify the Secretary of HHS within the notification timeframe imposed by 45 C.F.R. 164.408(c) and shall contemporaneously submit copies of said notifications to the Agency.
- 10e. Content of Notices. All notices required under this Attachment shall include the content set forth Section 13402(f), Title XIII of the American Recovery and Reinvestment Act of 2009 and 45 C.F.R. 164.404(c), except that references therein to a "covered entity" shall be read as references to the Vendor.
- 10f. Financial Responsibility. The Vendor shall be responsible for all costs related to the notices required under this Attachment.
11. Mitigation. Vendor shall mitigate, to the extent practicable, any harmful effect that is known to the Vendor of a use or disclosure of protected health information in violation of this Attachment.

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12. Termination. Upon the Agency's discovery of a material breach of this Attachment, the Agency shall have the right to assess liquidated damages as specified elsewhere in the contract to which this Contract is an attachment, and/or to terminate this Contract.

12a. Effect of Termination. At the termination of this Contract, the Vendor shall return all protected health information that the Vendor still maintains in any form, including any copies or hybrid or merged databases made by the Vendor; or with prior written approval of the Agency, the protected health information may be destroyed by the Vendor after its use. If the protected health information is destroyed pursuant to the Agency's prior written approval, the Vendor must provide a written confirmation of such destruction to the Agency. If return or destruction of the protected health information is determined not feasible by the Agency, the Vendor agrees to protect the protected health information and treat it as strictly confidential.

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

Vendor Name:

Signature **SAMPLE**

_____ Date

Name and Title of Authorized Signer

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ATTACHMENT III

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

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

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

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

Signature **SAMPLE**

Name of Authorized Individual

SAMPLE

Application or Contract Number

Name and Address of Organization

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ATTACHMENT IV

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

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

INSTRUCTIONS

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

CERTIFICATION

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

Signature _____

Name and Title of Agent _____

SAMPLE

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For purposes of this Request for Quote (RFQ) the successful vendor shall be referred to as Vendor. The contract resulting from this RFQ shall be referred to as Contract.

A. General Overview

1. Background

The State of Florida (State) Agency for Health Care Administration (Agency) is responsible for oversight of the State's licensure and inspection of health care facilities and administration of the federal Medicaid Program. In addition, the Agency is responsible for conducting fair hearings for Medicaid recipients who have been denied services. Litigation matters are initiated as a result of actions taken against health care facilities and providers. The Agency's Office of the General Counsel (OGC) is responsible for all aspects of litigation arising from any action taken by the Agency and for tracking and coordinating responses of all public records requests received.

The current processes used by the OGC to manage these efforts are labor intensive and require a substantial level of manual effort. The OGC relies on several disparate systems, manual processes, antiquated technologies, and interfaces. Entering data manually into the disparate systems is error-prone. There are differing processes and associated data sets unique to individual bureaus and divisions operating without centralized, enterprise standardization. In addition, the current Agency systems are not able to maintain all case information in a single electronic database. This challenging environment produces non-uniform, inefficient processes that result in redundant, non-standard data and ineffective collaboration and communication across the Agency.

2. Purpose

The Agency is seeking a qualified Vendor to provide a configurable, commercially available software product to serve as its Case Management Tracking (CMT) Solution. In addition, the Agency is seeking Information Technology (IT) professional services to assist with implementation of the configured software product.

The Agency is defining the needed solution, requirements, anticipated scope of work, and to request price quotes and responses, including onsite solution demonstrations, pursuant to the General Services Administration (GSA) Schedule 70, Information Technology Equipment, Software and Professional IT Services.

The CMT Solution shall initially provide for the collective data management needs of the Agency's OGC, as detailed in **Attachment B**, Section C, Services Provided by the Vendor, including full replacement of the Medicaid Fair Hearing Access and Case Tracking System (FHACTR) and eFile, systems, and partial replacement of VERSA (legal), CorrFlow (Public Records), and the Fraud Abuse Case Tracking System (FACTS). The CMT Solution must also allow for future enterprise capability should the Agency decide to expand it to meet the data management needs of other Agency program areas beyond its OGC.

The Agency is modernizing its current Medicaid technology using a modular approach to simultaneously improve overall Agency functionality and connections to other data sources and programs (Florida Health Care Connections). The process will involve development of an Integration Services and Integration Platform (IS/IP), an Enterprise Data Warehouse (EDW), and subsequent integration and consolidation of existing data

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and systems. Use of the IS/IP will enable existing systems to securely share data and processing services across system boundaries. Use of the EDW will enable systems to securely contribute, update, access, and analyze data from the single, authoritative source. The Agency is currently procuring the IS/IP and EDW components. The CMT Solution must have the capability to integrate with the new IS/IP and EDW platforms once it is implemented to enable continued efficiencies.

To support the Agency's current objectives for its OGC, the CMT Solution is expected to include, at a minimum:

- a. Web-based architecture;
- b. Document Imaging and Management (the Agency prefers to integrate with current Document Imaging and Management system already in use);
- c. Advanced search capabilities;
- d. Workflow management beginning with Agency action through compliance of rendered decision;
- e. Communication administration, including Microsoft Office 365 email system integration;
- f. System interfaces are required;
- g. Data/import/export capabilities shall not be proprietarily denied access due to software trademarks; Agency approved data sharing access is required;
- h. Integration with Agency business visualization tools required for reporting;
- i. System administration tools;
- j. Integration with legal discovery and data archiving systems through Automatic Programming Interfaces or other integration capabilities;
- k. Consolidation and replacement of current Agency Legal Case Management systems and data migration needs for those replaced systems. Systems to be replaced include eFile, FHACTR, VERSA (legal), FACTS legal, and CorrFlow for Public Records;
- l. Government-Rated Secure Cloud Data-Hosting environment; and
- m. Ability to communicate with existing systems by receiving and sending data.

3. Contract Term

The Agency anticipates a five (5) year contract to begin on February 1, 2020. The Contract will incorporate the terms of this RFQ, including all attachments and exhibits, and the Vendor's RFQ Response. In the event of a conflict between provisions, the following order of precedence shall apply, with the top listed document having the highest precedence:

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- a. The Contract;
- b. RFQ 003-19/20; and
- c. The Vendor's RFQ Response.

4. Contract Renewal

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

B. Services Provided by the Agency

To assist in the successful completion of services, the Agency will:

1. Designate a Contract Manager to:
 - a. Provide final direction to the Vendor, unless such direction is expressly delegated;
 - b. Enforce compliance with the provisions of the Contract;
 - c. Interpret Contract requirement(s) at the written request of the Vendor. When an interpretation of the Contract is sought, the Vendor shall submit a written request to the Agency's designated Contract Manager;
 - d. Monitor and document the Vendor's Contract performance and compliance with the requirements of the Contract. The Agency reserves the right to request reasonable, additional information in support of monitoring the Vendor's Contract performance; and
 - e. Serve as the primary point of contact through which all Contract-related decisions and direction shall flow between the Parties.
2. Provide relevant information and data to be used by the Vendor. The frequency and format in which this information is to be provided shall be arranged between the Parties.
3. Provide high-level project oversight and assistance with the compliance of the project management rule.
4. Provide policy clarification, as needed by the Vendor to assist the Vendor in meeting Contract requirements.
5. Maintain appropriate disaster recovery and compliance with Agency security and control policies and procedures, and coordinate CMT Solution disaster recovery testing efforts with the Vendor.

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6. Provide qualified personnel to:
- a. Assist with the resolution of software malfunctions by providing information or evidence of the malfunction;
 - b. Assist with Agency-approved Contract activities, such as major software upgrades, enhancements/configurations, user acceptance testing, and deployment to manage the Agency's efforts; and,
 - c. Coordinate CMT Solution testing efforts of the Agency.

C. Services Provided by the Vendor

1. Case Management Software

The Vendor shall provide a configurable, commercially-available software product (CMT Solution) capable of meeting the OGC's legal case management functionality needs as described in **Attachment B, Exhibit 1**, High-Level Requirements. In addition, the CMT Solution must, at a minimum:

- a. Be scalable for a potential, future enterprise solution;
- b. Encompass business needs and replace the current Agency Medicaid FRACTR with its own module and data migration needs;
- c. Be able to support enterprise builds in a way that requires minimal customization that will enhance the ability to rapidly deploy applications, integrate legacy applications, and share data across multiple enterprise components;
- d. Allow for additional configuration for future enterprise capabilities should the Agency wish to expand its data, functionality and number of users;
- e. Have interface capabilities;
- f. Allow for one-hundred and fifty (150) Agency regular users and have enterprise capability to allow for approximately three-hundred and twenty-five (325) additional occasional and/or sporadic users; and
- g. Comply with F.A.C Rule 60GG Information Technology Architecture Standards and Identity Management, the Vendor must use the Agency's designated single sign-on through Active Directory.

2. IT Professional Services – Software Implementation

- a. The Vendor shall provide software implementation services during the Design Development and Implementation (DDI) phase of the Contract, utilizing a standard software release life cycle process that results in:
 - 1) Promotion of the software solution to the production environment (e.g., software release build numbering/version control);
 - 2) Integration;

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- 3) Data conversion to and population of the production system as required;
 - 4) Solution availability to Agency users in a testing and production capacity; and
 - 5) Identification of steps leading up to the software deployment (rollout), as well as the strategy to rollback in case of major issues encountered during the rollout.
- b. The Vendor shall work with the Agency on planning, requirements/design specification, configuration, testing, training and deployment efforts, including but not limited to:
- 1) Working with the Agency to finalize the CMT Solution Implementation Plan within the first thirty (30) calendar days following Contract execution. The CMT Solution Implementation Plan shall include, at a minimum:
 - a) The Respondent's approach to managing its CMT Solution implementation activities, including how it will guide work execution, manage staffing, communications, reporting, quality assurance, and project changes;
 - b) A high-level project schedule for implementing the CMT Solution activities and milestones for the DDI phase, including planning, design, development testing, and deployment. The project schedule shall include time frames and durations for key milestones and deliverables;
 - c) Identification of any proposed subcontractors the Respondent will utilize to provide services under the Contract, and which services/roles will be fulfilled through the subcontract(s);
 - d) Identification of technical assistance needed from the Agency to ensure successful implementation;
 - e) A high-level Responsible, Accountable, Consulted, Informed (RACI) matrix identifying the responsibilities of the Parties in completing the CMT Solution implementation;
 - f) Description of Operations and Maintenance (O&M) support model;
 - g) Security management approach that defines the security protocols, controls, and verifications that the Vendor will implement for the CMT Solution;
 - h) Overview of training workshops, modules, materials or other training plans the Vendor will develop and deliver to train the Agency's administrators and end users;

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- 2) Developing a CMT Solution Turnover Plan within the first thirty (30) calendar days following Contract execution. The CMT Solution Turnover Plan shall include, at a minimum:
 - a) What components are to be uninstalled;
 - b) Format of data/documents to be returned to the Agency;
 - c) Information from database tables;
 - d) Certification of destruction of the Vendor's copy of data/documents; and
 - e) Evidence of chain of custody management.
- 3) Leading or participating in design sessions with the Agency to ensure the solution fulfills the requirements in a way that meets the Agency's business needs. The Vendor shall provide iterative design validation sessions throughout the DDI phase to confirm that the CMT Solution design meets Agency needs.
- 4) Collaborating with the Agency to define the integration points and configuring, testing, and implementing identified integrations. At a minimum, the CMT Solution must be able to interface with Microsoft Dynamics.
- 5) Reviewing the Agency's as-is Business Process Modelling Notation (BPMN) process maps, review existing system documentation, assess gaps, and conduct system and business process analyses prior to beginning design or development of the CMT Solution.
- 6) Reviewing the Agency's existing CMT Solution requirements and collaborate with the Agency to expand or modify them, as necessary, to include both necessary business and system requirements. Requirements shall be documented by the Vendor in a requirements traceability matrix (RTM) and reviewed and approved by the Agency in collaborative working sessions. Requirements shall cover the following, at a minimum:
 - a) Security;
 - b) Data Management;
 - c) Interfaces;
 - d) Testing;
 - e) Implementation and Acceptance;
 - f) Training;
 - g) Hosting and Environments;

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- h) Operations and Maintenance;
 - i) Disaster Recovery;
 - j) Data Conversion;
 - k) Legal case management business specific needs; and
 - l) High-level enterprise case management business specific needs.
- 7) Developing a Detailed System Design/Configuration Document that describes the system requirements, operating environment, system and subsystem architecture, database design, interfaces, etc.
- 8) Developing a Data Conversion Plan that describes how existing data and documents will be migrated into the CMT Solution.
- 9) Conducting system and coordinating user testing activities to confirm the CMT Solution is fully functional before Go-Live/deployment. The Vendor shall develop a test plan, develop test cases, monitor defects, and conduct defect resolution. Testing shall include the following:
- a) System Integration Testing;
 - b) Unit Testing;
 - c) Regression Testing; and
 - d) User Acceptance Testing.
- 10) Managing its CMT Solution Project activities in accordance with the Project Management Body of Knowledge (PMBOK) project management standards.

3. IT Professional Services – CMT Solution Warranty

The Vendor shall provide a warranty in which any component failure of the configured and enhanced functionality, technical design or code developed under the Contract will be remedied at no additional cost to the Agency, during the term of the Contract.

4. IT Professional Services – Software Maintenance

a. Annual Software Maintenance

Following CMT Solution deployment, the Vendor shall provide ongoing software maintenance services that, at a minimum, provide for:

- 1) Reasonable telephone, email, or web support regarding function and use of the CMT Solution software;
- 2) Analysis and correction of reported CMT Solution software malfunction/defects; and

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3) Update of CMT Solution software, including hotfixes and upgrades.

b. Software Enhancement

Following deployment of the CMT Solution, enhancements to the CMT Solution will be requested by the Agency through submission of a Software Change Request (SCR) to the Vendor. The SCR, attached hereto as **Attachment B, Exhibit 2**, Software Change Request, will include a detailed description of the request, desired requirements or functionality, and a due date for the Vendor's response. The Vendor's SCR response will include a total cost to complete the enhancement/customization, including the positions required, number of service hours, and hourly rate in accordance with the current hourly service rates included in the Contract. In addition, the Vendor's SCR response will include an anticipated time for completion and any additional cost increase to the current maintenance fee to maintain and support the customization. The Agency will use this information to determine whether to proceed with the enhancement or customization.

Any such enhancement work performed by the Vendor will be authorized by the Agency via issuance of written Amendment to the Contract, and will be priced by the Vendor based on the current Hourly Service Rates included in the Contract. For all such enhancement or customization work, the Vendor shall provide software implementation services utilizing a standard software release life cycle process as described in Section C., Services Provided by the Vendor. Sub-Section 2., IT Professional Services – Software Implementation, of this Attachment.

c. Disaster Recovery Testing

The Vendor shall work collaboratively with the Agency to become familiar with its disaster recovery policies, procedures, and infrastructure, and work with the Agency's IT staff to execute CMT Solution-specific disaster recovery activities as directed by the Agency's Contract Manager.

D. Vendor Qualifications

The Vendor shall:

1. Offer a commercially-available software product(s) that meets or can be configured to meet the minimum requirements and functionality identified in **Attachment B., Exhibit 1., High-Level Requirements**.
2. Have a minimum of five (5) years of system integration experience performing software configuration and installation for a solution of similar size and nature of the CMT Solution using its proposed software solution. Experience shall include testing (system acceptance, validation), quality assurance (modeling, analysis, metrics, monitoring, documentation), data management (conversion and migration, bridging, and interfacing), and deployment.
3. Have experience in and knowledge of case management software solutions, and an understanding of federal and state laws governing mandatory timeframes.

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4. Be knowledgeable of federal and state laws pertaining to the privacy and security of health information.
5. Have experience with statewide and enterprise software system implementations.

Any Subcontractors utilized by the Vendor must meet the above experience and qualifications for the portion of the proposed solution or services they will be providing under the Contract.

E. Reporting Requirements

1. General Reporting Requirements

- a. The Vendor shall adhere to reporting requirements included in this Section. The Agency reserves the right to direct the Vendor to amend or update its reports and/or report formats in accordance with the best interests of the Agency and at no cost to the Agency. The Agency will notify the Vendor of such modification, in writing.
- b. All electronic transmission of reports and supporting documentation containing Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA) must be encrypted to meet the HIPAA privacy standards. Unless otherwise directed by the Agency, all electronic reports shall be formatted utilizing Microsoft Word or Excel, version 2013 or greater. Supporting documentation may be submitted in Adobe PDF format. The Vendor shall maintain the capability to upgrade its electronic report format as directed by the Agency.
- c. Report formats shall be finalized and approved by the Agency no later than thirty (30) calendar days after execution of the Contract, unless otherwise agreed to by the Agency.
- d. The Vendor shall develop reports, using formats approved in advance by the Agency, complying with the requirements established by the Agency. When reporting requirements are not established in the Contract, the Agency shall provide the Vendor with instructions and submission timetables. The Agency reserves the right to modify reporting formats and submission timetables resulting from changing priorities or management direction.
- e. All reports shall be developed and produced at no cost to the Agency.

2. Weekly CMT Solution Project Status Report

During the DDI phase of the CMT Solution Project, the Vendor shall develop a weekly CMT Solution Project Status Report, which shall be submitted to the Agency's Contract Manager every Monday following the reporting week. If the due date falls on a State of Florida-observed holiday, then the report shall be due on the next business day. The frequency of or due date for the weekly CMT Solution Project Status Report may be changed upon advanced, with written approval of the Agency.

At minimum, the CMT Solution Project Status Report shall include:

- a. A high-level summary of project activities completed or started;

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- b. Project risk updates, including identification of new, updated or closed risks;
- c. Project issues, including identification of new, updated or closed issues;
- d. Schedule updates, if applicable; and
- e. A high-level summary of upcoming project activities for the following week.

F. Vendor Staffing

1. General Staffing Requirements

- a. The Vendor shall assign a Contract/Project Manager and Implementation Manager (Key Positions) to perform the services specified in the Contract. One (1) individual may serve as the Vendor's Contract/Project Manager and Implementation Manager upon Agency approval but will be responsible for all roles and responsibilities specified in the Contract for both positions. The roles and responsibilities of these Key Positions are specified in **Attachment B, Section F, Vendor Staffing, Sub-section 1., General Staffing Requirements, Items b., and c., below.**
- b. In the event the Agency determines the Vendor's staff or staffing levels are not sufficient to properly complete the services specified in the Contract, it shall advise the Vendor in writing. The Vendor shall have thirty (30) calendar days to remedy the identified staffing deficiency(ies) through replacement or supplementation of personnel with equal or greater qualifications.
- c. During the DDI Phase of the CMT Solution Project, the Vendor shall notify the Agency in writing of any CMT Project staff resignations, dismissals, or changes within three (3) business days of the occurrence. Should the Vendor's Contract/Project Manager or Implementation Manager position become vacant, the Vendor shall notify the Agency within one (1) business day of the occurrence. The Vendor shall delegate a replacement for the role within three (3) business days of the occurrence and replace the position within thirty (30) calendar days of the occurrence. The Vendor shall be prepared at all times to recruit qualified staff to implement all aspects of the services required in this Contract within the stated timeframes. Deadlines for replacement of the Vendor's CMT Project staff may be modified with prior written agreement of the Agency.
- d. Assignment of the Vendor's Contract/Project Manager and Implementation Manager is subject to Agency approval.
- e. The Vendor shall make its CMT Solution Project staff available during business hours. Business hours are defined as 8:00 AM to 5:00 PM, ET, Monday through Friday, excluding State of Florida-observed holidays. The Vendor shall also make its CMT Solution Project staff available outside of Business Hours, as needed to meet the requirements of the Contract.

2. Contract/Project Manager Requirements

- a. The Vendor shall dedicate a Contract/Project Manager to the CMT Solution Project. The Contract/Project Manager shall be a full-time employee dedicated

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solely to the Contract for no less than forty (40) hours per week. The Contract/Project Manager shall be responsible for coordinating all Contract activities between the Agency and the Vendor, including at a minimum:

- 1) Managing day-to-day Contract activities of the Vendor's assigned CMT Project staff;
 - 2) Ensuring compliance with Rule 60GG, Florida Administrative Code, Project Management and Oversight Compliance;
 - 3) Managing staffing levels, hiring, training, work assignments, performance and issue resolution to meet Contract requirements;
 - 4) Collaborating with the Agency to support communications and activities necessary to meet the objectives of the CMT Solution Project; and
 - 5) Overseeing quality and timeliness of all Contract deliverables, documentation, and reports produced by the Vendor as specified in the Contract.
- b. The Vendor's Contract/Project Manager shall have five (5) years of experience managing software implementation projects using the Vendor's proposed CMT Solution Software. Preference may be given by the Agency for:
- 1) Possession of a current Project Management Institute Project Management Professional (PMP) certification;
 - 2) Experience in healthcare IT related projects, specifically Medicaid Management Information System (MMIS), modules, and scalable enterprise solutions;
 - 3) Experience in Legal Case Management IT related projects;
 - 4) Experience in directing enterprise state-level IT projects or projects for solutions built to be scalable for enterprises; or
 - 5) Experience in managing a state government IT project.
- c. Implementation Manager Requirements
- 1) The Vendor shall dedicate an Implementation Manager to the CMT Solution Project. The Implementation Manager shall be responsible for managing the technical activities of the project including, at a minimum:
 - a) Collaborating with the Vendor's Contract/Project Manager to monitor and manage the progress of CMT Solution Project activities;
 - b) Managing the design, configuration/build, integration, testing, defect management, and deployment activities;

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- c) Providing technical leadership to the Vendor's CMT Solution Project staff;
 - d) Providing technical guidance and solution insight to Agency leadership and Agency CMT Solution Project staff as needed or requested;
 - e) Overseeing user acceptance testing and reporting results, including adjustment of requirements as needed;
 - f) Reviewing all work produced by the Vendor's development team for quality and adherence to Contract requirements; and
 - g) Participating in regular CMT Solution Project status meetings with the Agency, as needed.
- 2) The Vendor's Implementation Manager shall:
- a) Have five (5) years of experience in software system design and integration projects using the Vendor's proposed CMT Solution software, including the technical design and implementation of projects similar in size and scope to the CMT Solution Project; and
 - b) Have experience directing multi-discipline technical teams producing integration solutions. Preference may be given by the Agency for a bachelor's degree in Computer Science or a related field.

G. Deliverables

1. The Vendor shall provide the deliverables described in **Table 1**, Deliverable Schedule, below. The Agency reserves the right to request modification of the deliverables, as deemed necessary by the Agency, prior to their approval. Deliverable due dates may be modified, if approved in writing, in advance by the Agency.
2. The Vendor must comply with the standards found in the following artifacts located in the [Case Management Tracking Procurement Library](#).
 - a. P2 – FX Project Management Standards;
 - b. P3 – FX Project Management Toolkit;
 - c. T3 – Data Standards;
 - d. T5 – Technical Architecture Documentation;
 - e. T8 – Enterprise Data Security Plan;
 - f. P1 – Revised MITA State Self-Assessment and Update Process; and
 - g. P4 – Medicaid Enterprise Certification Management Plan.

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3. The Agency reserves the right to include additional deliverables based on the Agency’s review of the Vendor’s response to AHCA RFQ 003-19/20 and finalization of Contract requirements.
4. Deliverable documents are required as evidence that deliverable work has been completed in accordance with the Contract and will trigger payment to the Vendor for that work. A work product is a report or other document required by the Contract or used by the Vendor which may or may not become part of a deliverable. The Vendor shall use work products to help deliver and document completion of project deliverables.

| Table 1 DELIVERABLE SCHEDULE | | |
|--|----------------------|--|
| Phase Gate/Payment | Deliverable # | Deliverable Document Description |
| DDI Deliverables: | | |
| Planning | PD-1A | Final Implementation Plan |
| | PD-1B | CMT Solution Turnover Plan |
| Requirements | PD-2A | Requirements Definition & Business Process Definition Document |
| | PD-2B | Requirements Traceability Matrix |
| Design/Development | PD-3 | Detailed System Design/Configuration Document |
| Conversion | PD-4A | Data Conversion Plan |
| | PD-4B | Data Conversion Completion Report |
| Testing | PD-5A | UAT Plan and Test Cases |
| | PD-5B | UAT Completion Report |
| Training | PD-6A | Training Plan |
| | PD-6B | Training Certification Report |
| Implementation | PD-7 | Implementation Completion Document |
| License and Maintenance Deliverables: | | |
| Software License and Maintenance Year 1 | OM-1 | Year 1 (Assuming a twelve (12) month period following implementation/deployment) |
| Software License and Maintenance Year 2 | OM-2 | Year 2 (Assuming a twelve (12) month period) |
| Software License and Maintenance Year 3 | OM-3 | Year 3 (Assuming a twelve (12) month period) |
| Software License and Maintenance Year 4 | OM-4 | Year 4 (Assuming a twelve (12) month period) |

5. The Vendor shall work with the Agency during the DDI phase of the CMT Solution Project to develop and finalize project deliverables. For all DDI phase deliverables, the Vendor shall develop and submit a Deliverable Expectation Document (DED) to the Agency thirty (30) calendar days prior to commencing work on the deliverable. The Vendor shall conduct a meeting with the Agency to review the DED in detail (DED Walk Through). If requested by the Agency, the Vendor will modify the DED to meet the requirements of the Contract and submit a modified DED to the Agency no later than three (3) business days from the Agency’s request. The Agency will authorize the Vendor to commence work on the deliverable through written approval of the DED. Any work that occurs by

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the Vendor prior to Agency approval of the DED is at the risk of the Vendor. DED approval does not constitute approval of the deliverable.

6. The Vendor shall complete DDI deliverable work and documentation as specified in the Contract and Agency-approved DED. The DED will include, at a minimum:
 - a. Specifications on the content and format of the deliverable;
 - b. Detailed description of work to be performed;
 - c. Vendor and Agency resources to be involved, including roles and activities;
 - d. Agency deliverable review timeframes;
 - e. Vendor deliverable revision timeframes; and
 - f. Modified Contract deliverable completion dates, if applicable.
7. All DDI deliverables are subject to the following Agency approval criteria:
 - a. The deliverable is completed and submitted by the due date specified in the Contract or otherwise modified in the Agency-approved DED;
 - b. The deliverable activities and components specified in the Contract or otherwise modified or detailed in the Agency-approved DED are completed and included; and
 - c. The deliverable conforms to all other requirements of the Contract.
8. The Vendor shall allow time in the DDI deliverable and work product production to conduct thorough internal quality reviews of deliverable documents.
9. The Vendor shall use an Agency-hosted CMT Solution Project repository for document management for deliverables and project work products/artifacts, if requested by the Agency. The Agency currently uses SharePoint as its documentation repository.

H. Performance Standards, Financial Consequences and Liquidated Damages

1. The Vendor shall comply with all requirements and performance standards set forth in the Contract.
2. The Agency's Contract Manager will monitor the Vendor's performance in accordance with the monitoring requirements of the Contract. Failure by the Vendor to meet the established minimum performance standards may result in the Agency, in its sole discretion, finding the Vendor to be out of compliance, and all remedies provided in the Contract and under law, shall become available to the Agency.
3. The Agency reserves the right to impose liquidated damages upon the Vendor for failure to comply with the performance standard requirements set forth in **Table 2**, Performance Standards and Liquidated Damages, below.

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4. If the Agency finds the Vendor is in violation of the provisions of the Contract, the Agency, at its discretion, may impose liquidated damages. Liquidated damages may be applied to all required components of the Contract.
5. The Agency may impose liquidated damages as identified in the Contract when the Vendor has failed to meet a deadline or provide a deliverable as specified in the Contract.
6. The Agency may impose up to a one percent (1%) reduction of the total, monthly invoice amount for each incident in which the Vendor has failed to perform as specified in this Contract, not to exceed five percent (5%) per month.
7. The Agency may impose upon the Vendor liquidated damages of **\$500.00 to \$5,000.00**, per incident, per occurrence, depending upon the severity, if the Vendor inappropriately releases PHI. The Agency will impose upon the Vendor liquidated damages of **\$500.00 to \$5,000.00**, per incident, per occurrence, depending upon the severity, if the Vendor violates provisions of HIPAA/HITECH. In addition, Federal penalties may apply in accordance with the HIPAA Act of 1996.

TABLE 2
PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

| Performance Standard Requirement | Liquidated Damages to be Imposed |
|---|--|
| The Vendor's solution shall be available 99.982% of the time, twenty-four (24) hours a day, seven (7) days a week, excluding Agency approved planned downtime. This metric is calculated as the number of seconds the application is available to all users for their use divided by the total number of seconds in that month. The actual seconds in each month vary between twenty-eight (28), twenty-nine (29), thirty (30), and thirty-one (31)-day months. | Financial consequence of \$500.00 for each minute that application and system availability falls below 99.982%. |
| A performance bond in the amount of ten percent (10%) of the total amount of the Contract cost for the DDI Phase of the CMT Solution Project shall be submitted to the Agency's Contract Manager within thirty (30) calendar days after execution of the Contract and prior to commencement of any work under the Contract. | Financial consequence of \$500.00 per Business Day for each Business Day after the due date until an acceptable performance bond is submitted to the Agency's Contract Manager. |
| The Vendor shall develop and submit all deliverables described in the Contract or Agency-Approved DED within the required timeframes in the Contract. | Financial consequence of \$200.00 per day for each Business Day beyond the Contract or DED due date until provided to the Agency. |
| The Vendor shall deploy the final, configured, tested, and approved CMT Solution by the due date specified in the Contract. | Financial consequence of \$500.00 per day for each Business Day beyond the due date until deployment of the approved CMT Solution is completed. |
| The Vendor shall develop and submit the weekly CMT Solution Project Status Report as described in the Contract within the required timeframes during the DDI phase of the Contract. | Financial consequence of \$200.00 per day for each Business Day beyond the Contract due date until provided to the Agency. |
| The Vendor shall develop and submit the monthly CMT Solution Operations Report as described in the Contract within the required timeframes during the maintenance period of the Contract. | Financial consequence of \$200.00 per day for each Business Day beyond the Contract due date until provided to the Agency. |

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| TABLE 2 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES | |
|---|--|
| Performance Standard Requirement | Liquidated Damages to be Imposed |
| Records | |
| The Vendor shall comply with public records laws, in accordance with Section 119.0701, F.S. | \$5,000.00 for each incident in which the Vendor does not comply with a public records request. |
| Background Screening | |
| Failure to complete initial and renewal background screenings within required timeframes. | \$250.00 per occurrence. |
| Failure to submit policies and procedures within thirty (30) calendar days of Contract execution. | \$250.00 per calendar day beyond the due date. |
| Security Rating Score | |
| Failure to annually maintain a top tier security rating score from a vendor information security rating service approved by the Agency. | \$5,000.00 per occurrence. An additional \$2,500.00 if the Vendor does not improve to a top tier security rating score within six (6) months after its initial failure to annually obtain a top tier security rating score. |

I. Special Terms and Conditions

1. Applicable Laws and Regulations

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

Chapter 409, F.S.; Section 403.7065, F.S.; Rule 62-730.160, F.A.C. pertaining to standards applicable to generators of hazardous waste; all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 United States Code (U.S.C.) 7401 et seq.; Title VI of the Civil Rights Act of 1964, as amended; 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et. seq., which prohibits discrimination on the basis of age; Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs; the Americans with Disabilities Act of 1990, Public Law 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities; the Medicare-Medicaid Fraud and Abuse Act of 1978; other Federal omnibus budget reconciliation acts; the Balanced Budget Act of 1997; and all regulations, guidelines and standards as are now or may be lawfully adopted under the above statutes.

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2. System Functionality

- a. The Vendor shall have the capacity (hardware, software, and personnel) sufficient to access and generate all data and reports needed for the Contract.
- b. The Vendor shall comply with HIPAA and the HITECH Act.
- c. The Vendor shall have protocols and internal procedures for ensuring system security and the confidentiality of recipient identifiable data.

3. Information Technology

- a. The Vendor shall have the necessary information technology (IT) resources needed to fully manage the product required in this Contract.
- b. Agency Contract Managers shall be responsible for submitting and managing the Vendor's staff requests or needs for access connectivity to the Agency's data communications network, and the relevant information systems attached to this network, in accordance with all applicable Agency policies, standards and guidelines. The Vendor shall notify the Agency of termination of any staff with access to the Agency's network within twenty-four (24) hours of the termination.
- c. Vendor staff that have access connectivity to the Agency's data communications network shall be required to complete Agency Security Awareness Training and Agency HIPAA Training. The Vendor shall also be required to sign an Acceptable Use Acknowledgement Form and submit to the Agency's Information Security Manager. The requirements described in this Item, must be completed before access to the Agency's network is provided.
- d. Development Requirements

This Sub-Section is applicable if the Vendor solution or service includes interoperability with the Agency's information technology enterprise.

- 1) The Vendor shall provide the Agency, providers, and others as identified in this Contract, with the necessary software to execute the requested system.
- 2) The Vendor's software when implemented, shall meet the implementation day's industry's best practices and standards NIST (National Institute for Standards and Technology), and W3C (World Wide Web Consortium) which includes development tools.
- 3) The Vendor shall develop a system that allows the Agency to access the system from the Agency network and mobile devices.
- 4) The Vendor shall allow Agency access to the data for reporting purposes. Data exports shall comply with the National Information Exchange Model (NIEM) format.

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- 5) The Vendor's architecture and design document will be reviewed by the Agency's Division of IT before coding starts. This will require a personal presentation by the Vendor's architect(s).
- 6) Comments will be used in the code to help other developers to understand the coding methodology/logic that was used.
- 7) Proper exception handling is required.
- 8) Logging and Auditing may be required for some systems.
- 9) Usage of Session and Cache should be limited.
- 10) Hard coded values are not allowed for referencing the shared resource address and name. This includes: URL (Uniform Resource Locator) name, file path, email address, database connection string, etc.
- 11) The website shall be Section 508 compliant and follow W3C industry standards and best practices.
- 12) The website shall contain the Agency header and footer that are currently on ahca.myflorida.com.
- 13) Chrome, Firefox, Safari and Internet Explorer are the most commonly used browsers. Internet applications must be compatible with all internet browsers recognized by the World Wide Web Consortium, <http://www.w3.org/>. The Vendor shall deploy the system to be browser agnostic while keeping up with the most current versions of Internet browser releases in coordination with the Agency's Division of IT standards. Compatibility is required by the Vendor with all supported versions within six (6) months of the browser's official release.
- 14) All code shall be submitted to the Agency by the Vendor for standards review prior to user testing. This code review requires a personal presentation by the Vendor's coder(s).
- 15) The Vendor's test plan shall be prior-approved by the Agency's Division of IT. The system will be tested on and off site using different browsers and different devices.
- 16) The documents listed below are required as part of the Vendor's application development:
 - a) Architecture design;
 - b) Security model;
 - c) Technical specifications;
 - d) Database entity relationship diagram;
 - e) Data Dictionary;

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- f) User documentation;
 - g) Test plan;
 - h) Deployment plan; and
 - i) Maintenance requirements.
- e. Below is the Agency's current environment:
- 1) HIPAA and CJIS (Criminal Justice Information System) compliance;
 - 2) Microsoft office;
 - 3) SQL (Structured Query Language) server;
 - 4) Microsoft Azure and Office 365;
 - 5) SFTP (Secure File Transfer Protocol);
 - 6) WEB Services;
 - 7) MVC (Model View Controller);
 - 8) C#;
 - 9) TFS (Team Foundation Server);
 - 10) WEB Applications;
 - 11) Laserfiche;
 - 12) SharePoint;
 - 13) SSL (Secure Sockets Layer) and TLS (Transport Layer Security); Mobile devices; and
 - 14) SSRS (SQL Server Report Services) and Tableau.
- f. The Vendor must adhere and comply with the Agency's Division of IT standards regarding SSL Web interface(s) and TLS.
- g. The Vendor must adhere to the Driver Privacy Protection Act (DPPA) rules that address a memorandum of understanding and security requirements as well as other requirements contained in Rule.
- h. The Vendor, its employees, subcontractors and agents shall provide immediate notice to the Agency Information Security Manager ("ISM") in the event it becomes aware of any security breach and any unauthorized transmission or loss of any or all of the data collected or created for or provided by the Agency ("State Data") or, to the extent the Vendor is allowed any access to the Agency's IT resources, provide immediate notice to the ISM, of any allegation or suspected

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violation of security procedures of the Agency. Except as required by law and after notice to the Agency, the Vendor shall not divulge to third parties any confidential information obtained by the Vendor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work according to applicable rules, including, but not limited to, Rule 74-2, F.A.C., and its successor regulation, security procedures, business operations information, or commercial proprietary information in the possession of the State or the Agency. After the conclusion of the Contract unless otherwise provided herein, the Vendor shall not be required to keep confidential information that is publicly available through no fault of the Vendor, material that the Vendor developed independently without relying on the State's confidential information, or information that is otherwise obtainable under State law as a public record.

- i. In the event of loss of any State Data or record where such loss is due to the negligence of the Vendor or any of its subcontractors or agents, the Vendor shall be responsible for recreating such lost data in the manner and on the schedule set by the Agency at the Vendor's sole expense, in addition to any other damages the Agency may be entitled to by law or the Contract. In the event lost or damaged data is suspected, the Vendor will perform due diligence and report findings to the Agency and perform efforts to recover the data. If it is unrecoverable, the Vendor shall pay all the related costs associated with the remediation and correction of the problems engendered by any given specific loss. Further, failure to maintain security that results in certain data release will subject the Vendor to the administrative sanctions for failure to comply with Section 501.171, F.S., together with any costs to the Agency of such breach of security caused by the Vendor. If State Data will reside in the Vendor's system, the Agency may conduct, or request the Vendor conduct at the Vendor's expense, an annual network penetration test or security audit of the Vendor's system(s) on which State Data resides. State-owned Data will be processed and stored in data centers that are located only in the forty-eight (48) contiguous United States. All Vendor personnel who will have access to State-owned Data will undergo the background checks and screenings described herein.
- j. The Vendor shall ensure that call centers, Information Technology (IT) help desks or any other type of customer support provided directly under the Contract, shall be located only in the forty-eight (48) contiguous United States.
- k. The Vendor must conform to current and updated publications of the principles, standards, and guidelines of the Federal Information Processing Standards (FIPS), the National Institute of Standards and Technology (NIST) publications, including but not limited to Cybersecurity-Framework and NIST.SP.800-53r4.
- l. The Vendor must employ traffic and network monitoring software and tools on a continuous basis to identify obstacles to optimum performance.
- m. The Vendor must employ traffic and network monitoring software and tools on a continuous basis to identify email and Internet spam and scams and restrict or track user access to appropriate websites.
- n. The Vendor must employ traffic and network monitoring software and tools on a continuous basis to identify obstacles to detect and prevent hacking, intrusion and other unauthorized use of the Vendor's resources.

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- o. The Vendor must employ traffic and network monitoring software and tools on a continuous basis to prevent adware or spyware from deteriorating system performance.
- p. The Vendor must employ traffic and network monitoring software and tools on a continuous basis to update virus blocking software daily and aggressively monitor for and protect against viruses.
- q. The Vendor must employ traffic and network monitoring software and tools on a continuous basis to monitor bandwidth usage and identify bottlenecks that impede performance.
- r. The Vendor must employ traffic and network monitoring software and tools on a continuous basis to provide methods to flag recipient data to exclude protected health Information (PHI) from data exchanges as approved by the State, and to comply with recipient rights under the HIPAA privacy law for: 1) Requests for restriction of the uses and disclosures on PHI (45 CFR 164.522(a)); 2) Requests for confidential communications (45 CFR 164.522(b)); and 3) Requests for amendment of PHI (45 CFR 164.526). The Vendor must also enter into a Business Associate Agreement (“BAA”) with the Agency. The provisions of the BAA apply to HIPAA requirements and in the event of a conflict between the BAA and the provisions of this Sub-Section, the BAA shall control. (See **Attachment A, Exhibit A-3, Standard Contract**)
- s. The Vendor shall conduct all activities in compliance with 45 CFR 164 Subpart C to ensure data security, including, but not limited to encryption of all information that is confidential under Florida or Federal law, while in transmission and while resident on portable electronic media storage devices. Encryption is required and shall be consistent with Federal Information Processing Standards (FIPS), and/or the National Institute of Standards and Technology (NIST) publications regarding cryptographic standards.
- t. In order to enable the Agency to effectively measure and mitigate the Vendor’s security risks, the Vendor must annually obtain a security rating score from a vendor information security rating service (for example: BitSight Technologies, Security Scorecard, CORL Technologies or other comparable company which rates vendor information security.) If the Vendor does not maintain a top tier security rating score, the Agency will impose liquidated damage(s) and/or other applicable sanction(s).

4. Disaster Recovery

- a. The Vendor shall develop and maintain a disaster recovery plan for restoring the application of software and current master files and for hardware backup in the event the production systems are disabled or destroyed. The disaster recovery plan shall limit service interruption to a period of twenty-four (24) clock hours and shall ensure compliance with all requirements under the Contract. The records backup standards and a comprehensive disaster recovery plan shall be developed and maintained by the Vendor for the entire period of the Contract and submitted for review annually by the anniversary date of the Contract.

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- b. The Vendor shall maintain a disaster recovery plan for restoring day-to-day operations including alternative locations for the Vendor to conduct the requirements of the Contract. The disaster recovery plan shall limit service interruption to a period of twenty-four (24) clock hours and shall ensure compliance with all requirements of the Contract.
- c. The Vendor shall maintain database backups in a manner that shall eliminate disruption of service or loss of data due to system or program failures or destruction.
- d. The disaster recovery plan shall be finalized no later than thirty (30) calendar days prior to the Contract effective date. The Agency shall review the Vendor's disaster recovery plan during the readiness review.
- e. The Agency, at its discretion, reserves the right to direct the Vendor to amend or update its disaster recovery plan in accordance with the best interests of the Agency and at no additional cost to the Agency.
- f. The Vendor shall make all aspects of the disaster recovery plan available to the Agency at all times.
- g. The Vendor shall conduct an annual Disaster Recovery Plan test and submit results for review to the Agency in the annual plan submitted in compliance with Item a., above.

5. Smartphone Applications

- a. If the Vendor uses smartphone applications (apps) to allow providers direct access to Agency-approved documents and/or content, the Vendor shall comply with the following. The Vendor shall receive written approval from the Agency Division of IT before implementation of a smartphone application:
- b. The smartphone application shall disclaim that the application being used is not private and that no PHI or PII should be published on this application by the Vendor or provider; and
- c. The Vendor shall ensure that software applications obtained, purchased, leased, or developed are based on secure coding guidelines; for example:
 - 1) OWASP [Open Web Application Security Project] Secure Coding Principles – http://www.owasp.org/index.php/Secure_Coding_Principles;
 - 2) CERT Security Coding - <http://www.cert.org/secure-coding/>; and
 - 3) Top10SecuritycodingPractices-
<https://www.securecoding.cert.org/confluence/display/seccode/Top+10+Secure+Coding+Practices>

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6. Social Networking

- a. All social networking applications, tools or media interactions and communications must be approved in writing by the Agency's Office of Communications, prior to use. Any vendor using social networking applications is responsible and accountable for the safeguarding of PHI and all HIPAA Privacy Rule related information must be maintained and monitored.
- b. In addition to all other review and monitoring aspects of the Contract from this solicitation, the Agency, at its discretion, reserves the right to monitor or review the Vendor's monitoring of all social networking activity without notice.
- c. The Vendor shall not conduct business relating to the Contract from this solicitation, that involves the exchange of personally identifying, confidential or sensitive information on the Vendor's social network application. The Vendor shall not post information, photos, links/URLs or other items online that would reflect negatively on any individual(s), its enrollees, the Agency or the State.
- d. Any violations of this shall subject the Vendor to administrative action by the Agency as determined by the Agency.

7. Method of Payment

- a. The Contract will be a fixed price, unit cost Contract, based on Vendor completion and Agency approval of specified deliverables. The Agency will pay the Vendor in arrears for DDI deliverables completed in accordance with the terms of the Contract. Payment shall be made upon completion of all Phase Gate deliverables as identified in **Table 1**, Deliverable Schedule. The Vendor will invoice after completion and Agency approval of all deliverables in each Phase Gate as specified in **Attachment A, Exhibit 2**, Cost Proposal, attached hereto.
- b. The Agency will pay the Vendor for ongoing software licensing and maintenance annually in advance.
- c. Invoicing
 - 1) Invoices and all supporting documents shall be submitted on the Vendor's letterhead to the Agency's designated Contract Manager within fifteen (15) calendar days of completion and Agency approval of deliverable(s). Invoice(s) shall include, at a minimum:
 - a) Invoice date;
 - b) Invoice number;
 - c) Agency's Contract number;
 - d) Description of the services rendered;
 - e) Date(s) on which services were rendered;

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- f) Payment remittance address; and
 - g) Other supporting documentation as requested by the Agency.
- 2) The Vendor shall not charge the State for any travel expenses related to any portion of this Contract without the Agency's prior written approval. Upon obtaining the Agency's written approval, the Vendor shall be authorized to incur travel expenses payable by the Agency to the extent provided by Section 112.061, F.S.
 - 3) Payments will be authorized only for services that are in accordance with the terms and conditions of the Contract.
 - 4) Appropriate documentation as determined by the Agency shall be submitted to support invoices.
 - 5) Invoices shall not be approved for payment by the Agency until reports and deliverables from the Vendor are received as specified in the Contract.
- d. Late Invoicing
- 1) Unless written approval is obtained from the Agency, and at the discretion of the Agency, correct invoices with documentation received forty-six (46) to sixty (60) calendar days after the Agency's acceptance of the deliverable(s) will be paid at ninety percent (90%) of the amount of the invoice. Correct invoices with documentation received sixty-one (61) to ninety (90) calendar days after the Agency's acceptance of the deliverable(s) will be paid at seventy-five percent (75%) of the invoice. Invoices received ninety-one (91) calendar days or more after the Agency's acceptance of the deliverable(s) will **not** be paid.
 - 2) If the Vendor is unable to meet the invoice submission deadlines specified in the Contract, the Vendor shall notify the Agency in writing prior to the deadline explaining the circumstances and requesting an extension to the deadline.

8. Dispute of Liquidated Damages/Contract Interpretations

- a. To dispute liquidated damages and/or contract interpretations, the Vendor must request that the Agency's General Counsel or designee, hear and decide the dispute.
- b. The Vendor must submit a written dispute directly to the General Counsel or designee by U.S. mail and/or commercial courier service (hand delivery will not be accepted); this submission must be received by the Agency within twenty-one (21) calendar days after the issuance of liquidated damages and/or contract interpretations and shall include all arguments, materials, data, and information necessary to resolve the dispute (including all evidence, documentation and exhibits). The Vendor submitting such written requests for appeal or dispute as allowed under the Contract by U.S. mail and/or commercial courier service, shall submit such appeal or dispute to the following mailing address:

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General Counsel
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop 3
Tallahassee, FL 32308

- c. The Vendor waives any dispute not raised within twenty-one (21) calendar days of issuance of liquidated damages and/or contract interpretations. It also waives any arguments it fails to raise in writing within twenty one (21) calendar days of receiving the liquidated damages and/or contract interpretations, and waives the right to use any materials, data, and/or information not contained in or accompanying the Vendor's submission submitted within the twenty one (21) calendar days following its receipt of the liquidated damages and/or contract interpretations in any subsequent legal, equitable, or administrative proceeding (to include Circuit Court, Federal court and any possible administrative venue).
- d. The General Counsel or his/her designee will decide the dispute under the reasonableness standard, reduce the decision to writing and serve a copy to the Vendor. This written decision will be final.
- e. The exclusive venue of any legal or equitable action that arises out of or relating to the Contract, including an appeal of the final decision of the General Counsel or his/her designee, will be Circuit Court in Leon County, Florida; in any such action, the Vendor agrees to waive its right to a jury trial, and that the Circuit Court can only review the final decision for reasonableness, and Florida law shall apply. In the event the Agency issues any action under Florida Statutes or Florida Administrative Code apart from the Contract, the Agency will notice the Vendor of the appropriate administrative remedy.

9. Corrective Action Plan (CAP)

- a. If the Agency determines that the Vendor is out of compliance with any of the provisions of the Contract, the Agency may require the Vendor to submit a Corrective Action Plan (CAP) within a specified timeframe. The CAP shall provide an opportunity for the Vendor to resolve deficiencies without the Agency invoking more serious remedies, up to and including contract termination.
- b. The Vendor shall respond by providing a CAP to the Agency within the timeframe specified by the Agency.
- c. The Vendor shall implement the CAP only after Agency approval.
- d. The Agency may require changes or a complete rewrite of the CAP and provide a specific deadline.
- e. If the Vendor does not meet the standards established in the CAP within the agreed upon timeframe, the Vendor shall be in violation of the provisions of this Contract and shall be subject to liquidated damages.

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10. Performance Bond

- a. Performance Bond Requirements, below, shall be furnished to the Agency by the Vendor for the specified Contract term.
- b. Performance Bond Requirements:
 - 1) The initial performance bond shall be furnished to the Agency's Procurement Office within thirty (30) calendar days after execution of this Contract and prior to commencement of any work under this Contract.
 - 2) Thereafter, the performance bond shall be furnished on an annual basis, thirty (30) calendar days prior to the new Contract year.
 - 3) The performance bond shall be in the amount of ten percent (10%) of the annual Contract amount and shall be submitted to the Agency's Procurement Office at:

Procurement Office
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop 15
Tallahassee, Florida 32308
 - 4) A copy of all performance bonds shall be submitted to the Agency's Contract Manager.
 - 5) The performance bond must not contain any provisions that shorten the time for bringing an action to a time less than that provided by the applicable Florida Statute of Limitations. (See Section 95.03, F.S.)
- c. No payments will be made to the Vendor until an acceptable performance bond is furnished to the Agency. The performance bond shall remain in effect for the full term of the Contract, including any renewal period. The Agency shall be named as the beneficiary of the Vendor's bond. The bond shall provide that the insurer or bonding company(ies) pay losses suffered by the Agency directly to the Agency.
- d. The cost of the performance bond will be borne by the Vendor.
- e. Should the Vendor terminate the Contract prior to the end of the Contract period, an assessment against the bond will be made by the Agency to cover the costs of selecting a new Vendor. The Vendor agrees that the Agency's damages in the event of termination by the Vendor shall be considered to be for the full amount of the bond. The Agency need not prove the damage amount in exercising its right of recourse against the bond.

11. Contract Transition

- a. At the time of the Contract's completion, the Vendor shall cooperate with the Agency in transitioning responsibilities of the Contract to the Agency or another Vendor.

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- b. The Vendor shall deliver to the Agency, or its authorized representative, all Contract-related records and data in a format specified by the Agency, within sixty (60) calendar days from the expiration or termination of the Contract. This obligation survives termination of the Contract.
- c. Prior to ending or termination of the Contract, the Vendor shall meet the new Vendor or the Agency's designated representative(s) to develop a HIPAA compliant, written agreement that sets forth how the entities will cooperate to ensure an effortless transition. The agreement must be approved by the Agency prior to execution and shall include at a minimum the following:
 - 1) Designated point of contact for each entity;
 - 2) A calendar of regularly scheduled meetings;
 - 3) A detailed list of data that will be shared;
 - 4) A mechanism and timeframe for transmitting records and data from the Vendor's system;
 - 5) A mechanism and timeframe for transmitting documents produced under this Contract, as requested by the Agency;
 - 6) A clear description of the mutual needs and expectations of both entities; and,
 - 7) Identification of risks and barriers associated with the transition of services to a new Vendor and solutions for overcoming them.

12. General Definitions and Acronyms

AC – Administrative Complaint

AD HOC - A report designed for a specific purpose, case or situation.

AG – Attorney General

AGENCY – State of Florida, Agency for Health Care Administration (AHCA), its employees acting in their official capacity, or its designee.

ALJ – Administrative Law Judge

BUSINESS DAY – Also called Work Day. A day scheduled for regular State of Florida employees to work; Monday through Friday except holidays observed by regular State of Florida employees.

CALENDAR DAY – A twenty-four (24) hour period between midnight and midnight, regardless of whether or not it occurs on a weekend or holiday.

CALENDAR YEAR – A twelve (12) month period of time beginning on January 1 and ending on December 31.

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CAN – Used to express non-mandatory provisions; words denote the permissive.

CMT – Case Management Tracking

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

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

DDI – Design Development and Implementation

DED – Deliverable Expectation Document

DISASTER RECOVERY PLAN – A plan to ensure continued business processing through adequate alternative facilities, equipment, backup files, documentation and procedures in the event that the primary processing site is lost to the Vendor.

DOAH – Division of Administrative Hearings

EDT - Eastern Daylight Time

EST - Eastern Standard Time

FISCAL YEAR (FY) – The period used to calculate an annual budget or financial statements for a year. The State of Florida fiscal year is the twelve (12) month period beginning July 1 and ending June 30.

FAR – Final Audit Report

FHACTR – Fair Hearing Access and Case Tracking System

GC – General Counsel

HIPAA (THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996) – A Federal law that includes requirements to protect patient privacy, to protect security of electronic medical records, to prescribe methods and formats for exchange of electronic medical information, and to uniformly identify providers.

HITECH – Health Information Technology for Economic and Clinical Health Act

HO – Hearing Officer

HQA – Health Quality Assurance

IT – Information Technology

MAL – Medicaid Administrative Litigation

MFAO – Medicaid Fiscal Agency Operations

MPF – Medicaid Program Finance

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MPI – Medicaid Program Integrity

NOI – Notice of Intent

OGC – Office of General Counsel

PAR – Preliminary Audit Report

PHI – Protected Health Information

PROVIDER – Person or facility that provides health care services or Medicaid services

RECIPIENT - A person who has been determined to be eligible for assistance in accordance with the State plan(s) under Title XIV and Title XIX of the Social Security Act, Title V of the Refugee Education Assistance Act, and/or Title IV of the immigration and Nationality Act.

STATE – State of Florida.

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

SUBCONTRACTOR – Any entity contracting with the Vendor to perform services or to fulfill any of the requirements requested in this Contract or any entity that is a subsidiary of the Vendor that performs the services or fulfills the requirements requested in this Contract.

TPL – Third Party Liability.

WORK DAY – see *Business Day*.

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**ATTACHMENT B
EXHIBIT 1
HIGH-LEVEL REQUIREMENTS**

| Category | High-Level Requirements |
|--|---|
| Time Tracking | The Solution shall provide integrated Time Tracking features at a Case level to support reporting. |
| Cloud-based Storage | The Solution shall provide a document management repository capable of supporting the management of documents across the enterprise. |
| SaaS | SaaS is the preferred delivery model for the Solution. |
| Electronic Discovery | The Solution shall provide for the preservation, collection, review, and exchange of evidentiary information in electronic formats. |
| Electronic Signature | The Solution shall allow electronic signatures. |
| Electronic Filing | The Solution shall allow electronic case filing. |
| Intake | The Solution shall have the ability to assign uniform case numbers. |
| Document Management | The Solution shall support document management capabilities for each event in a case from case intake through Final Order and any appeals. |
| Docket Management | The Solution shall create and automatically update a docket for each case. |
| Docket Management | The Solution shall provide external docket functionality. |
| OCR Capability/Imaging | The Solution shall support Optical Character Recognition (OCR) capabilities within the Document Management component. |
| Business Rules Management | The Solution shall provide integrated Business Rules management capabilities. |
| Role-based Security | The Solution shall support role-based access control with the ability to specifically identify attorney work product which will further restrict access. |
| Notifications | The Solution shall provide the ability for automatic and user-generated notifications and alerts. |
| Workflow | The Solution shall allow for automatic and manual scheduling of tasks and assigning tasks/cases [based on criteria such as case status]. |
| Mail Merge | The Solution shall provide mail merge capability. |
| Enterprise Integration – Reporting and Analytics | The Solution shall integrate with Enterprise Reporting and Analytics solutions (automated and ad hoc reporting, including Public Record request responses). |
| Enterprise Integration – Content Management | The Solution shall integrate with Enterprise Content Management solutions. |
| Enterprise Integration – Single Sign On | The Solution shall support the utilization of Single Sign On capabilities. |
| Public and Internal Records | The Solution shall provide an ability to track the lifecycle of requests, including where requests are sent (e.g., for public records). |
| Redaction | The Solution shall support manual redaction capabilities. |
| Disaster Recovery | The Solution shall provide automated backup and disaster recovery capabilities. |

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EXHIBIT 1
HIGH-LEVEL REQUIREMENTS**

| Category | High-Level Requirements |
|-----------------------|---|
| Mobile Access/Support | The Solution shall provide access to documents, Reporting and other CM features via Mobile devices. |
| Predictive Analytics | The Solution shall be able to integrate with Predictive Analytics capabilities in EDW. |
| Adaptive Analytics | The Solution shall be able to integrate with Adaptive Analytics capabilities in EDW. |
| Redaction | The Solution shall support AI/Machine Learning automated redaction capabilities. |
| Search Capabilities | Boolean and Word searches |

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**ATTACHMENT B
EXHIBIT 2
SOFTWARE CHANGE REQUEST**

| | | | |
|--|--------------------------------------|--------------------------------------|-----------------|
| Client | | | SCR# |
| Florida Agency for Health Care Administration | | | 001 |
| Client Contract Manager Name | Client Contract Manager Phone | Client Contract Manager Email | SCR Date |
| Jane Doe | (850) 555-5555 | Jane.Doe@ahca.myflorida.com | 08/15/20 |
| SCR Title/Description | | | |
| Additional Legal Case Reporting Field and Data Sorting Functionality <i>(Please refer to the Detailed Business Requirement(s) section of this SCR.)</i> | | | |

QUOTE

Following is <the Vendor's> quote to deliver the above change. This offer is subject to the terms and conditions of <Contract #> between <the Vendor> and the Florida Agency for Health Care Administration and is valid until <date>.

| Hours of Effort Estimate, per Position/Staff | Position/Description of Work to be Performed, Per Position/Staff | Hourly Rate, Per Position/Staff | Total Cost, Per Position/Staff |
|--|--|--|--------------------------------|
| 8 | SCR Drafting - Information gathering and estimation of effort for completion and submission of QUOTE | \$85.00 | \$680.00 |
| 40 | Developer – Software code changes | \$170.00 | \$6,800.00 |
| 8 | QA/Testing | \$120.00 | \$960.00 |
| TOTAL COST | | | \$ 8,440.00 |
| Support Required? (Y/N) | If Yes, Additional Support Cost | If Yes, Additional Annual Support Cost Effective Date | |
| Y | \$1,200.00/Annual Support Increase | 01/01/2021 | |
| Submitted By: | | | Date |
| John Doe | | | 09/01/20 |

PART II - SOFTWARE CHANGE REQUEST - DETAILED BUSINESS REQUIREMENTS

Version Log:

| Version | Date | By | Summary |
|---------|-----------|----------|----------------------------------|
| 1.00 | 8/15/2020 | John Doe | Initial Version |
| 1.10 | 8/30/2020 | John Doe | Updated to include "Master File" |

SCR Background/Purpose:

The purpose of this SCR #001 is to implement...

Requirements:

<May include screen shots or other documentation/information.>