



RON DESANTIS  
GOVERNOR

SHEVAUN HARRIS  
SECRETARY

October 1, 2025

Prospective Vendor(s):

Subject: Solicitation Number: AHCA RFP 002-25/26

Title: Florida Health Price Finder

This solicitation is being issued by the State of Florida, Agency for Health Care Administration, hereinafter referred to as “**AHCA**” or “**Agency**”, to contract with a vendor to maintain a consumer-focused website that provides transparency in health care by offering Florida consumers information about health care services, costs, and quality of care. The solicitation package consists of this transmittal letter and the following attachments and exhibits:

|                   |              |                                                                                 |
|-------------------|--------------|---------------------------------------------------------------------------------|
| <b>Attachment</b> | <b>A</b>     | Instructions and Special Conditions                                             |
| <b>Exhibit</b>    | <b>A-1</b>   | Questions Template                                                              |
| <b>Exhibit</b>    | <b>A-2</b>   | Transmittal Letter                                                              |
| <b>Exhibit</b>    | <b>A-3</b>   | Required Certifications and Statements                                          |
| <b>Exhibit</b>    | <b>A-3-a</b> | Vendor Certification Form (PUR 7801)                                            |
| <b>Exhibit</b>    | <b>A-4</b>   | Submission Requirements and Evaluation Criteria Components (Technical Response) |
| <b>Exhibit</b>    | <b>A-5</b>   | Cost Proposal                                                                   |
| <b>Exhibit</b>    | <b>A-6</b>   | Certification of Drug-Free Workplace Program                                    |
| <b>Exhibit</b>    | <b>A-7</b>   | Standard Contract                                                               |
| <b>Attachment</b> | <b>B</b>     | Scope of Services                                                               |
| <b>Exhibit</b>    | <b>B-1</b>   | Deliverables and Performance Standards                                          |
| <b>Exhibit</b>    | <b>B-2</b>   | Task Assignment Form                                                            |

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

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

The term “Proposal”, “Response” or “Reply” may be used interchangeably and mean the respondent’s submission to this solicitation.



**Section 120.57(3)(b), Florida Statutes and Section 28-110.003, Florida Administrative Code require that a Notice of Protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.**

Sincerely,

*Renee Gregory*

Procurement Officer

Bureau of Purchasing and Contract Administration

**ATTACHMENT A  
INSTRUCTIONS AND SPECIAL CONDITIONS**

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**A.1. Instructions**

**A. Overview**

**1. Solicitation Number**

AHCA RFP 002-25/26

**2. Solicitation Type**

Request for Proposal

**3. Solicitation Title**

Florida Health Price Finder

**4. Date of Issuance**

October 1, 2025

**5. Procurement Officer**

Renee Gregory  
Agency for Health Care Administration  
2727 Mahan Drive  
Mail Stop #15  
Tallahassee, FL 32308-5403  
Email: [solicitation.questions@ahca.myflorida.com](mailto:solicitation.questions@ahca.myflorida.com)

**6. Solicitation Timeline**

| <b>TABLE 1</b>                                                    |                                |                                                                                                                          |
|-------------------------------------------------------------------|--------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| <b>SOLICITATION TIMELINE</b>                                      |                                |                                                                                                                          |
| <b>ACTIVITY</b>                                                   | <b>DATE/TIME</b>               | <b>LOCATION</b>                                                                                                          |
| Solicitation Issued by Agency                                     | October 1, 2025                | Electronically Posted<br><a href="https://vendor.myfloridamarketplace.com/">https://vendor.myfloridamarketplace.com/</a> |
| Deadline for Receipt of Written Questions                         | October 14, 2025<br>2:00 p.m.  | <a href="mailto:solicitation.questions@ahca.myflorida.com">solicitation.questions@ahca.myflorida.com</a>                 |
| <b>Anticipated</b> Date for Agency Responses to Written Questions | October 28, 2025               | Electronically Posted<br><a href="https://vendor.myfloridamarketplace.com/">https://vendor.myfloridamarketplace.com/</a> |
| Deadline for Receipt of Responses                                 | November 17, 2025<br>2:00 p.m. | Attention: Renee Gregory<br>Agency for Health Care Administration<br>2729 Fort Knox Boulevard Mailroom,<br>Building 2    |

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| <b>TABLE 1</b>                                             |                                |                                                                                                                          |
|------------------------------------------------------------|--------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| <b>SOLICITATION TIMELINE</b>                               |                                |                                                                                                                          |
| <b>ACTIVITY</b>                                            | <b>DATE/TIME</b>               | <b>LOCATION</b>                                                                                                          |
|                                                            |                                | Tallahassee, FL 32308-5403                                                                                               |
| Public Opening of Responses                                | November 17, 2025<br>3:00 p.m. | 2727 Mahan Drive, Building 2<br>Operations Conference Room, 2nd Floor, Room 200<br>Tallahassee, FL 32308-5403            |
| <b>Anticipated</b><br>Posting of Notice of Intent to Award | December 9, 2025               | Electronically Posted<br><a href="https://vendor.myfloridamarketplace.com/">https://vendor.myfloridamarketplace.com/</a> |

The projected solicitation timeline is shown in **Table 1**, Solicitation Timeline, below (all times are Eastern Time). The Agency for Health Care Administration (Agency) reserves the right to amend the timeline in the State's best interest. If the Agency finds it necessary to change any of the activities/dates/times listed, all interested parties will be notified by addenda to the original solicitation document posted on the Vendor Information Portal (VIP) (<https://vendor.myfloridamarketplace.com/>).

**7. PUR 1000, General Contract Conditions**

**PUR 1000**, General Contract Conditions, is incorporated by reference and is available for prospective respondents to download at:

[https://www.dms.myflorida.com/content/download/2933/11777/PUR\\_1000\\_General\\_Contract\\_Conditions.pdf](https://www.dms.myflorida.com/content/download/2933/11777/PUR_1000_General_Contract_Conditions.pdf)

**8. PUR 1001, General Instructions to Respondents**

**PUR 1001**, General Instructions to Respondents, is incorporated by reference and is available for prospective respondents to download at:

[https://www.dms.myflorida.com/content/download/2934/11780/PUR\\_1001\\_General\\_Instructions\\_to\\_Respondents.pdf](https://www.dms.myflorida.com/content/download/2934/11780/PUR_1001_General_Instructions_to_Respondents.pdf)

Unless otherwise noted, instructions in this **Attachment A** shall take precedence over the **PUR 1001**, General Instructions to Respondents.

**9. Restriction on Communications**

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the Agency posting the notice of intended award, excluding Saturdays, Sundays, and State holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. **Violation of this provision may be grounds for rejecting a response. See Section 287.057(23), Florida Statutes (F.S.).**

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**10. Respondent Questions**

- a. The Agency will receive all questions pertaining to this solicitation no later than the date and time specified for written questions in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline.
- b. Prospective respondents must submit all questions by email at [solicitation.questions@ahca.myflorida.com](mailto:solicitation.questions@ahca.myflorida.com), utilizing **Exhibit A-1**, Questions Template.
- c. The Agency will not accept questions by telephone, postal mail, hand delivery or fax.
- d. The Agency's response to questions received will be posted as an addendum to this solicitation as specified in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline, and may be grouped as to not repeat the same answer multiple times.
- e. The Agency reserves the right to post an addendum to this solicitation in order to address 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.

**11. Solicitation Addenda**

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

**12. Public Opening of Responses**

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

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**13. Type and Amount of Contract Contemplated**

- a. The Contract resulting from this solicitation will be a fixed price (unit cost) contract. The Agency's estimated Contract amount for the original term is **\$1,200,000**. This figure is provided for informational purposes only and is based on historical spend and anticipated funding in future years.
- b. The State of Florida's performance and obligation to pay under the Contract resulting from this solicitation is contingent upon an annual appropriation by the Legislature.

**14. Term of Contract**

- a. The anticipated term of the resulting Contract is **April 1, 2026**, through **March 31, 2028**. 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 solicitation may be renewed for a period that may not exceed three (3) years or the term of the resulting original Contract period whichever is longer. Renewal of the resulting Contract shall be in writing and subject to the same terms and conditions set forth in the resulting original Contract. A renewal Contract may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the Agency, are subject to the availability of funds, and optional to the Agency.
- c. Respondents shall offer renewal year pricing in its response. The Agency will evaluate renewal year proposals as part of the evaluation and scoring process. Proposed cost, as provided in **Exhibit A-5**, Cost Proposal, will be applied in the event the resulting Contract is renewed.

**B. Response Preparation and Content**

**1. General Instructions**

- a. The instructions for this solicitation have been designed to help ensure that all responses are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. Information submitted in variance with these instructions may not be reviewed or evaluated.
- b. The Agency has established certain requirements with respect to responses submitted to competitive solicitations. The use of "shall", "must", or "will" (except to indicate futurity) in this solicitation,



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indicates a requirement or condition from which a material deviation may not be waived by the Agency. A deviation is material if, in the Agency's sole discretion, the deficient response is not in substantial accord with this solicitation's requirements, provides 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 solicitation indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission 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.

**FAILURE TO SUBMIT EACH REQUIRED FORM IN ITS ORIGINAL FORMAT MAY RESULT IN REJECTION OF THE RESPONSE.**

- d. A respondent shall not, directly or indirectly, collude, consult, communicate or agree with any other respondent as to any matter related to the response each is submitting. Additionally, a respondent shall not induce any other respondent to submit or not to submit a response.
- e. The costs related to the development and submission of a response to this solicitation is the full responsibility of the respondent and is not chargeable to the Agency.
- f. Joint ventures and legal partnerships shall be viewed as one (1) respondent. However, all parties to the joint venture/legal partnership shall submit all mandatory attachments and documentation required by this solicitation from respondents, unless otherwise stated. **Failure to submit all required documentation from all parties included in a joint venture/legal partnership, signed by an authorized official, if applicable, may result in the rejection of a prospective vendor's response.**
- g. Pursuant to Section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a Bid, Proposal, or Reply on a contract to provide any goods or services to a public entity; may not submit a Bid, Proposal, or Reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, Proposals, or Replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section

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287.017, F.S. for category two for a period of thirty-six (36) months following the date of being placed on the convicted Vendor list.

**2. Mandatory Response Content**

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. Exhibit A-2, Transmittal Letter**

The respondent shall complete and submit **Exhibit A-2**, Transmittal Letter, as part of its response in accordance with the instructions contained therein.

**b. Exhibit A-3, Required Certifications and Statements**

The respondent shall complete and submit **Exhibit A-3**, Required Certifications and Statements, as part of its response in accordance with the instructions contained therein.

**c. Exhibit A-3-a, Vendor Certification Form (PUR 7801)**

The respondent shall complete and submit **Exhibit A-3-a**, Vendor Certification Form, as part of its response in accordance with the instructions contained therein.

**d. Original Proposal Guarantee**

- 1)** The respondent's Original Response must be accompanied by an Original Proposal Guarantee payable to the State of Florida in the amount of **\$150,000.00**. The proposal guarantee is a firm commitment the respondent shall, upon the Agency's acceptance of its response, execute such contractual documents as may be required within the time specified.
- 2)** The respondent must be the guarantor. If responding as a joint venture/legal partnership, at least one party of the joint venture/legal partnership shall be the guarantor.
- 3)** The proposal guarantee shall be in the form of a bond, cashier's check, treasurer's check, bank draft or certified check. The Agency will not accept a letter of credit in lieu of the Proposal Guarantee.
- 4)** The Agency will not accept a copy of the Proposal Guarantee.

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- 5) Proposal Guarantees will be returned upon execution of the legal Contract with the successful respondent and receipt of the performance bond required under this solicitation (See **Section A.1.**, Instructions, **Sub-Section D.**, Response Evaluation, and Contract Award, **Item 9.**, Performance Bond).
  - 6) Proposal Guarantees may be returned to respondents not considered responsive and responsible prior to execution of the legal Contract if the respondent is not participating in an administrative challenge regarding this solicitation.
  - 7) Proposal Guarantees will be returned to the Official Contact Person at the address listed in **Exhibit A-2**, Transmittal Letter.
  - 8) If the successful respondent fails to execute a contract within ten (10) consecutive calendar days after a contract has been presented to the successful respondent for signature, the proposal guarantee shall be forfeited to the State.
  - 9) The proposal guarantee must not contain any provisions that reduce the amount of the proposal guarantee based on the amount of any contract awarded to a replacement awardee or shorten the time from bringing an action to a time less than that provided by the applicable Florida Statute of Limitations (see Section 95.03, F.S.). **Proposal guarantees submitted using The American Institute of Architects AIA Document 310 or any document based upon that form will not be accepted by the Agency.**
- e. **Exhibit A-4, Submission Requirements and Evaluation Criteria (Technical Response)**
- 1) Respondents shall complete and submit **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response), and applicable attachments/exhibits as part of its response.
  - 2) Respondents shall comply with the instructions for completing **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response), which are contained therein.
- f. **Exhibit A-5, Cost Proposal**
- The respondent shall complete and submit **Exhibit A-5**, Cost Proposal, as part of its response in accordance with the instructions contained therein.

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**3. Additional Response Content**

**a. Exhibit A-6, Certification of Drug-Free Workplace Program**

The State supports and encourages initiatives to keep the workplace of Florida's suppliers and contractors drug free. Section 287.087, F.S. provides that, where identical tie Proposals are received, preference shall be given to a Proposal received from a respondent that certifies it has implemented a drug-free workplace program. If applicable, the respondent shall sign and submit **Exhibit A-6, Certification of Drug-Free Workplace Program**, to certify that the respondent has a drug-free workplace program.

**C. Response Submission Requirements**

**1. Hardcopy and Electronic Submission Requirements**

**a. General Provision**

Electronic submissions via MyFloridaMarketPlace will not be accepted for this solicitation.

**b. Hardcopies of the Response**

**1) Original Response**

The respondent shall submit **one (1) Original Response**. The Original Response shall be marked as the "Original" and contain the Transmittal Letter (**Exhibit A-2**) that bears the original signature of the binding authority. The box that contains the Original Response shall be marked "**Contains Original**". All forms requiring signature shall bear an original signature with the original response.

**2) Duplicate Copy of the Original Response**

The respondent shall submit **one (1) duplicate copy** of the Original Response.

**3) Packaging and Delivery**

**a)** Hard copy responses shall be bound individually and submitted in up to two (2), 3-inch, three-ring binders or secured in a similar fashion to contain pages that turn easily for review.

**b)** Each component of the hard copy response shall be clearly labeled and tabbed in the order specified below:

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- (1) **Exhibit A-2**, Transmittal Letter;
- (2) **Exhibit A-3**, Required Certifications and Statements;
- (3) **Exhibit A-3-a**, Vendor Certification Form (PUR 7801);
- (4) Original Proposal Guarantee **Note:** The Original Proposal Guarantee must be provided in the Original Response;
- (5) **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response);
- (6) **Exhibit A-5**, Cost Proposal; and
- (7) **Exhibit A-6**, Certification of Drug-Free Workplace Program (if applicable); and

- c) Hard copy responses shall be double sided.
- d) Hard copy responses must be submitted in a sealed package (i.e., outer boxes must be sealed, individual binders within the box do not require individual sealing), to the Procurement Officer identified in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 5.**, Procurement Officer, no later than the time indicated in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline.
- e) Hard copy responses shall be submitted via United States (U.S.) mail, courier, or hand delivery. Responses sent by fax or email will not be accepted.
- f) The Agency will not consider responses received after the date and time specified in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline, and any such responses will be returned to the respondent unopened.

**c. Electronic Copy of the Response**

- 1) The respondent shall submit one (1) electronic copy of the entire response on a USB flash drive.
- 2) The electronic copy of the response, including all attachments, shall be submitted as Portable Document Format (PDF) documents. The PDF documents must be searchable, allow printing and must not be password protected (unlocked).

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- 3) The electronic copy of the PDF documents shall be saved on the USB flash drive, with each component listed below saved separately in individual file folders:

- (a) **Exhibit A-2**, Transmittal Letter;
- (b) **Exhibit A-3**, Required Certifications and Statements;
- (c) **Exhibit A-3-a**, Vendor Certification Form (PUR 7801);
- (d) Original Proposal Guarantee;
- (e) **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response) and applicable attachments/exhibits;
- (f) **Exhibit A-5**, Cost Proposal; and
- (g) **Exhibit A-6**, Certification of Drug-Free Workplace Program (if applicable);

- 4) In addition to the PDF submission, the following exhibits shall also be submitted in Microsoft Excel 2016 (or later), utilizing the Agency provided templates and shall be saved on the USB flash drive:

- (a) **Exhibit A-5**, Cost Proposal.

5) **Electronic Redacted Copies**

- (a) The respondent shall submit an electronic redacted copy of the response suitable for release to the public in one (1) PDF document on the USB flash drive. The electronic copy shall be saved in a separate file folder on the USB flash drive from the rest of the response. The file folder shall be identified as "Redacted Version Suitable for Public Release".
- (b) The PDF document must be searchable, allow printing, and must not be password protected (unlocked).
- (c) 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.

2. **Confidential or Exempt Information**

- a. All submittals received by the date and time specified in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline, become the property of the State of Florida and are public records subject to the provisions of

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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 solicitation. 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, F.S., 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, F.S.
- c.** All information included in the response (including, without limitation, technical and cost information) 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 solicitation 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.
- d.** If a public records request is submitted to the Agency for responses submitted to this solicitation, the respondent agrees that the Agency may release the redacted response without conducting any pre-release review of the redacted response.

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- 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 Evaluation 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 response for the Agency to evaluate.

**2. Responsive Proposal Determination**

A "responsive proposal" means a response submitted by a **responsive and responsible vendor**, which conforms in all material aspects to the solicitation [Section 287.012(26), F.S.]. A "responsible vendor" means a vendor who has the capacity in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance [287.012(25), F.S.]. The Procurement Officer may rely on any facts available to make a determination at any time prior to award as to whether a vendor is a responsible vendor. The Agency reserves the right to contact sources outside the response to obtain information regarding past performance or other matters relevant to responsibility.

**3. Non-Scored Requirements**

**a. Transmittal (Cover) Letter**

The Agency will review responses to this solicitation to determine if the respondent included in its response, **Exhibit A-2**, Transmittal Letter, from each required party.

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**ATTACHMENT A  
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**b. Required Certifications and Statements**

The Agency will review responses to this solicitation to determine if the respondent included in its response, **Exhibit A-3**, Required Certifications and Statements.

**c. Vendor Certification Form (PUR 7801)**

The Agency will review responses to this solicitation to determine if the respondent included in its response **Exhibit A-3-a**, Vendor Certification Form.

**d. Original Proposal Guarantee**

The Agency will review responses to this solicitation to determine if the respondent included in its response, an original proposal guarantee in the appropriate amount, as specified in **Section B.**, Response Preparation and Content, **Sub-Section 2.**, Mandatory Response Content, **Item d.**

**e. Certification of Drug-Free Workplace Program**

The Agency will review responses to this solicitation to determine if the respondent included in its response, **Exhibit A-6**, Certification of Drug-Free Workplace Program.

**4. Scored Requirements – Evaluation Criteria**

**a. Technical Response Evaluation**

- 1)** Each evaluator will evaluate responses independently of the other evaluators and award points based on the criteria and points scale indicated in **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response), for the detailed evaluation criteria components.
- 2)** Each response will be individually scored by at least three (3) evaluators, who collectively have experience and knowledge in the program areas and service requirements for which contractual services are sought by this solicitation. The Agency reserves the right to have specific Sections of the responses evaluated by fewer than three (3) individuals.
- 3)** The scores of independent evaluators will be computed to determine a total score based on the detailed evaluation criteria components indicated in **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response), and the weight factor specified in **Table 3**, Summary Score Sheet, below.

## ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

### b. Cost Proposal Evaluation

The Agency's Procurement Officer will evaluate each Cost Proposal (**Exhibit A-5**, Cost Proposal) and calculate the awarded points. The respondent with the lowest proposed fixed cost (**Exhibit A-5**, Cost Proposal) will receive the maximum allowable points in accordance with **Table 3**, Summary Score Sheet, below. The remaining respondents will receive a percentage of the maximum points, rounded to the nearest whole number, using the following formula:

$$(\text{Lowest Cost Proposal} \div \text{Respondent's Cost Proposal}) \times \text{Available Points} = \text{Points Awarded}$$

Cost Proposal scores for the Initial Years and Renewal Years will be calculated separately and assigned points in accordance with **Table 3**.

| TABLE 3                                                               |                            |   |               |   |                         |
|-----------------------------------------------------------------------|----------------------------|---|---------------|---|-------------------------|
| SUMMARY SCORE SHEET                                                   |                            |   |               |   |                         |
|                                                                       | Maximum Raw Score Possible |   | Weight Factor |   | Maximum Points Possible |
| <b>A. Technical Response</b>                                          |                            |   |               |   |                         |
| SRC# 1 – Executive Summary                                            | 0                          | X | 0             | = | 0                       |
| SRC# 2 – Organizational Structure and History                         | 15                         | X | 2             | = | 30                      |
| SRC# 3 – Vendor Staffing                                              | 30                         | X | 3             | = | 90                      |
| SRC# 4 – Claims Data, Data Collection, and Data Storage               | 85                         | X | 3             | = | 255                     |
| SRC# 5 – Project Management                                           | 20                         | X | 3             | = | 60                      |
| SRC# 6 – Website Evaluation and Survey Tools                          | 15                         | X | 2             | = | 30                      |
| SRC# 7 – System Functionality Components, Workflows, and Dependencies | 30                         | X | 3             | = | 90                      |
| SRC# 8 – Security Rating Score Requirements                           | 5                          | X | 2             | = | 10                      |
| SRC# 9 – Disaster Recovery Requirements                               | 45                         | X | 1             | = | 45                      |
| SRC# 10 – Transition of Resulting Contract                            | 10                         | X | 3             | = | 30                      |
| <b>B. Cost Proposal</b>                                               |                            |   |               |   |                         |
| 1. Initial Years 1-2 Operations                                       | 75                         | X | 1             | = | 75                      |
| 2. Renewal Years 1-3 Operations                                       | 50                         | X | 1             | = | 50                      |
| <b>TOTAL:</b>                                                         |                            |   |               |   | 765                     |

### 5. Ranking of Responses

- a. A total score will be calculated for each response based on the total maximum points available as included in **Table 3**, Summary Score Sheet, above.

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- b. The total point scores will be used to rank the responses.

**6. Number of Awards**

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

**7. Posting of Notice of Intent to Award**

Tabulation of Results, with the recommended Contract award, will be posted to the Vendor Information Portal and will be available for review by interested parties at the time and location specified in **Section A.1.**, Instructions, **Sub-Section A. Overview, Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline, and will remain posted for a period of seventy-two (72) hours, not including weekends or State observed holidays.

Any respondent desiring to protest the recommended Contract award must file a notice of intent to protest to the Procurement Officer identified in **Section A.1.**, Instructions, **Sub-Section A. Overview, Item 5.**, Procurement Officer, within the time prescribed in Section 120.57(3) F.S. and Rule 28-110, F.A.C.

Any notice of intent to protest must be filed electronically *or* via United States (U.S.) mail, courier, or hand delivery at the following address:

Bureau of Purchasing and Contract Administration  
Agency for Health Care Administration  
2727 Mahan Drive, Mail Stop #15  
Tallahassee, Florida 32308-5403  
Email: [solicitation.questions@ahca.myflorida.com](mailto:solicitation.questions@ahca.myflorida.com)

Any formal protest must be filed within the time prescribed in Section 120.57(3) F.S. and Rule 28-110, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or failure to post the bond or other security required by law, shall constitute a waiver of proceedings under Chapter 120, F.S.

Any formal protest must be filed with the Agency Clerk, at the address below, or electronically at <http://apps.ahca.myflorida.com/Efile/>, a link to which can be found on the Agency's public website.

Agency for Health Care Administration  
C/O Agency Clerk  
2727 Mahan Drive, Mail Stop #3  
Building 3, Room 3407C  
Tallahassee, Florida 32308-5403

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**After submittal of the Notice of Intent to Protest, all communication regarding the solicitation must be submitted to the Agency's General Counsel's Office.**

**8. Performance Bond**

- a.** A performance bond in the amount of ten percent (10%) of the total annual amount of the resulting Contract shall be furnished to the Agency by the successful respondent within thirty (30) calendar days after execution of the resulting Contract and prior to commencement of any work under the resulting Contract.
- b.** The bond shall be furnished to the Agency's Bureau of Purchasing and Contract Administration at:

Bureau of Purchasing and Contract Administration  
Agency for Health Care Administration  
2727 Mahan Drive, Mail Stop #15  
Tallahassee, Florida 32308-5403
- c.** Thereafter, the performance bond shall be furnished on an annual basis, thirty (30) calendar days prior to the new Contract year and be in the amount of ten percent (10%) of the current annual Contract amount.
- d.** A copy of all performance bonds shall be submitted to the Agency's Contract Manager.
- e.** 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.)
- f.** No payments will be made to the successful respondent until an acceptable performance bond is furnished to the Agency. The performance bond shall remain in effect for the full term of the resulting Contract, including any renewal period. The Agency shall be named as the beneficiary of the successful respondent's bond. The bond shall provide that the insurer or bonding company(s) pay losses suffered by the Agency directly to the Agency.
- g.** The cost of the performance bond will be borne by the successful respondent.
- h.** Should the successful respondent terminate the resulting Contract prior to the end of the resulting Contract period, an assessment against the bond will be made by the Agency to cover the costs of issuing a new solicitation and selecting a new Vendor. The successful respondent agrees that the Agency's damages in the event of termination by the successful respondent shall be

## **ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS**

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.

### **9. Contract Execution**

- a.** This solicitation, 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.
- b.** The successful respondent shall perform its contracted duties in accordance with the resulting Contract, this solicitation, including all addenda, and the successful respondent's response to this solicitation. 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 solicitation, including all addenda; and
  - 3)** The successful respondent's response to this solicitation.
- c.** 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.
- d.** The Agency reserves the right to amend the resulting Contract within the scope set forth in this solicitation (to include the original Contract and all attachments) in order to clarify requirements.

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

#### **A. Venue**

- 1.** By responding to this solicitation, in the event of any legal challenges to this procurement, respondents agree and will consent that hearings and depositions for any administrative or other litigation related to this procurement shall be held in Leon County, Florida. The Agency, in its sole discretion, may waive this venue for depositions.
- 2.** Respondents (and their successors, including but not limited to their parent(s), affiliates, subsidiaries, subcontractors, assigns, heirs, administrators, representatives and trustees) acknowledge that this solicitation (including but not limited to the resulting Contract, exhibits, attachments, or amendments) is not a rule nor subject to rulemaking under Chapter 120 (or its successor) of the Florida Statutes and is not subject to

**ATTACHMENT A**  
**INSTRUCTIONS AND SPECIAL CONDITIONS**

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 arising under this solicitation, each party shall be responsible for its own attorneys' fees, except as otherwise provided by law.

**B. General Definitions**

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

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

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

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

**CONTRACT 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.

**EST** - Eastern Standard Time

**DISASTER RECOVERY PLAN** – A plan to ensure continued business processing through adequate alternative facilities, equipment, backup files, documentation

**ATTACHMENT A  
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and procedures in the event that the primary processing site is lost to the successful respondent.

**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 solicitation.

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

**WORK DAY** – See *Business Day*.

**VENDOR** – The respondent awarded a contract resulting from this solicitation.

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## EXHIBIT A-1

### QUESTIONS TEMPLATE

[illegible]



## EXHIBIT A-1

### QUESTIONS TEMPLATE

[illegible]

## EXHIBIT A-1

### QUESTIONS TEMPLATE

[illegible]

## EXHIBIT A-1

### QUESTIONS TEMPLATE

[illegible]

## EXHIBIT A-1

### QUESTIONS TEMPLATE

[illegible]

## **EXHIBIT A-2 TRANSMITTAL LETTER**

All respondents to this solicitation shall utilize **Exhibit A-2**, Transmittal Letter, for submission of its response.

**DATE:** Click or tap to enter a date.

**RESPONDENT NAME:**

**RESPONDENT ADDRESS:**

**RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID):**

The respondent shall provide an official contact and an alternate contact. Both the official contact person and the alternate contact person must have the authority to bind the respondent to a contract. Both person's signatures must be included.

**OFFICIAL CONTACT PERSON:**

**NAME:**

**TITLE:**

**ADDRESS:**

**EMAIL ADDRESS:**

**TELEPHONE NUMBER:**

**SIGNATURE:** \_\_\_\_\_

**ALTERNATE CONTACT PERSON:**

**NAME:**

**TITLE:**

**ADDRESS:**

**EMAIL ADDRESS:**

**TELEPHONE NUMBER:**

**SIGNATURE:** \_\_\_\_\_

Failure to submit, Exhibit A-2, Transmittal Letter, signed by authorized officials who each have the authority to bind the respondent to a contract, may result in the rejection of response.

## EXHIBIT A-3 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 in the Agency Standard Contract (**Exhibit A-7, including its Attachments**).

**AND**

**3. RELEASE OF REDACTED RESPONSE**

I hereby authorize release of the redacted version of the response required by **Attachment A**, Instructions and Special Conditions, **Section A.1**, Instructions, **Sub-Section C.**, Response Submission Requirements, **Item 1.**, Hardcopy and Electronic Submission Requirements, **Sub-Item c.**, Electronic Copy of the Response, **Sub-Item 5**), Electronic Redacted Copies, 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.

## **EXHIBIT A-3 REQUIRED CERTIFICATIONS AND STATEMENTS**

**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 WITHIN THE STATE OF FLORIDA**

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 WITHIN THE UNITED STATES**

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. COMPLIANCE WITH SECTION 408, FLORIDA STATUTES**

I hereby certify my organization is in compliance with Section 408.05(3)(c), F.S., to provide services to the Agency in the Florida Center for Health Information and Transparency (Florida Center).

**AND**

**10. 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.

## **EXHIBIT A-3**

### **REQUIRED CERTIFICATIONS AND STATEMENTS**

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 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**

#### **11. RESPONDENT ATTESTATION FOR EXHIBIT A-4**

I hereby certify that no modification and/or alteration has been made to the template, narrative and/or instructions contained in **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response).

I understand the Agency will not consider supplemental response narrative for evaluation which is not contained within the response sections contained in **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response).

**AND**

#### **12. 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.



**EXHIBIT A-3**  
**REQUIRED CERTIFICATIONS AND STATEMENTS**

**AND**

**13. JOINT VENTURE OR PARTNERSHIPS**

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

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**AND**

**14. 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, as specified in **Attachment A**, Instructions and Special Conditions, **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 4.**, Date of Issuance.

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**AND**

**15. 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, as specified in **Attachment A**, Instructions and Special Conditions, **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 4.**, Date of Issuance, other than those listed on **Page 5** of this Exhibit.

## EXHIBIT A-3 REQUIRED CERTIFICATIONS AND STATEMENTS

**AND**

**16. 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:**

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**Term of Terminated Contract:**

---

**Description of Services:**

---

**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:**

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**EXHIBIT A-3**  
**REQUIRED CERTIFICATIONS AND STATEMENTS**

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 16 as written and without caveat.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Official Printed Name

\_\_\_\_\_  
Authorized Official Title

Failure to submit, Exhibit A-3, Required Certifications and Statements, signed by an authorized official may result in the rejection of response.

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**Agency for Health Care Administration**  
**AHCA ITN 002-25/26, Exhibit A-3-a**  
**Vendor Certification Form**

I hereby certify the following on behalf of the vendor identified below:

| <b><u>Customer Indicator</u></b><br>(Required, N/A, Determined by Vendor) | <b><u>Vendor Indicator</u></b><br>(Certified, N/A) | <b><u>Certification</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---------------------------------------------------------------------------|----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Required                                                                  | Certified                                          | Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., the vendor is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at <a href="https://www.sbafla.com/governance/global-governance-mandates/">https://www.sbafla.com/governance/global-governance-mandates/</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Required                                                                  | Certified                                          | If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at <a href="https://www.sbafla.com/reporting/">https://www.sbafla.com/reporting/</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Required                                                                  | Certified                                          | <p>The vendor is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the contract obligations.</p> <p>The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of section 287.1351, F.S., that identify the impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in section 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services.</p> |

|          |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Required | Certified | If the contract grants the vendor access to an individual's personal identifying information, the vendor is not prohibited from entering into the contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at <a href="http://www.flrules.org/Gateway/reference.asp?No=Ref-15843">http://www.flrules.org/Gateway/reference.asp?No=Ref-15843</a> , and submitted it to the Agency.                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| N/A      | N/A       | If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at <a href="http://www.flrules.org/Gateway/reference.asp?No=Ref-14614">http://www.flrules.org/Gateway/reference.asp?No=Ref-14614</a> , and submitted it to the Agency.                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Required | Certified | The vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Required | Certified | The vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Required | Certified | <p>If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor has completed an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S.</p> <p>To fulfill this requirement, the vendor has completed <a href="#">Form PUR 2024, "Part A: Use of Coercion for Labor and Services,"</a> and submitted it to the Agency.</p>                                                                                                                                                                                                                                                                                                                                                                                                     |
| N/A      | N/A       | <p>If the Contract is for the provision of commodities, in accordance with section 287.1346, F.S., the vendor, and any entity under the control of vendor, has not been placed on the Forced Vendor List within the past 365 days or, if placed on the Forced Vendor List, has been removed pursuant to section 287.1346(5)(d), F.S.</p> <p>If the Contract is for the provision of commodities, the Contractor will submit, prior to entering into or renewing the Contract, a written certification from senior management, as defined in section 287.1346(1)(c), F.S., which certifies to the best of their knowledge the commodities being offered pursuant to this solicitation have not been produced, in whole or in part, by forced labor.</p> <p>To fulfill this requirement, the vendor has completed <a href="#">Form PUR 2024, "Part B: Provision of Commodities Produced by Forced Labor,"</a> and submitted it to the Agency.</p> |

|  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | The vendor is hereby informed of the provisions of section 287.1346, F.S., that identify the impacts to a vendor’s ability to respond to the competitive solicitations of a state agency; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a state agency; or to transact business for the provision of commodities with a state agency if it, or entities under the control of the vendor, is placed on the forced labor list in accordance with section 287.1346, F.S. |
|--|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the vendor.

**Vendor Information**

**Signatory**

|              |                       |      |
|--------------|-----------------------|------|
| _____        | _____                 |      |
| Company Name | Signature             | Date |
| _____        | _____                 |      |
| FEIN         | Typed or Printed Name |      |
|              | _____                 |      |
|              | Title                 |      |

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**EXHIBIT A-4**  
**SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA**  
**COMPONENTS (TECHNICAL RESPONSE)**

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## EXHIBIT A-4

### SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)

#### **Instructions to respondents for the completion of Exhibit A-4:**

All respondents to this solicitation should utilize **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response), for submission of its response and shall adhere to the instructions below for each Submission Requirement Component (SRC).

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

Each SRC contains form fields. Population of the form fields with text will allow the form field to expand and cross pages. Unless specified in the SRC, there is no character limit. For SRCs with character limits, character counts are inclusive of spaces, but exclude attached tables, charts, exhibits, etc. Text responses must be formatted for 8-1/2' x 11" paper, single-spaced, and in a size 11 Arial font.

Attachments are acceptable for any SRC response with a form field but must be referenced in the form field for the respective SRC and located behind each respective SRC response. Respondents should name and label attachments to refer to respective SRCs by SRC identifier number.

**Note: In addition to the complete, electronic PDF copy of this Exhibit, the Respondent should submit its response to each SRC in a separate electronic folder that is labeled with the SRC number. The electronic folder for each SRC response should contain the response to the SRC along with all attachments applicable to the SRC.**

Agency evaluators will be instructed to evaluate the responses based on the narrative contained in the SRC form fields and the associated attachment(s), if applicable.

Each response will be independently evaluated and awarded points based on the criteria and points scale using the Standard Evaluation Criteria Scale below unless otherwise identified in each SRC contained within **Exhibit A-4**.

| STANDARD EVALUATION CRITERIA SCALE |                                                                                                                                     |
|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| Point Score                        | Evaluation                                                                                                                          |
| 0                                  | The component was <u>not addressed</u> anywhere in the response submission.                                                         |
| 1                                  | The component response is <u>unsatisfactory</u> . It contained significant deficiencies and omissions and lacked meaningful detail. |
| 2                                  | The component response is <u>poor</u> . It met some of the minimum requirements but did not address all the elements requested.     |
| 3                                  | The component response is <u>adequate</u> . It met the minimum requirements with minimal content and detail.                        |
| 4                                  | The component response is <u>good</u> . It exceeded the minimum requirements and contained good content and detail.                 |
| 5                                  | The component response is <u>excellent</u> . It exceeded the minimum requirements and contained exceptional content and detail.     |



**EXHIBIT A-4**  
**SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA**  
**COMPONENTS (TECHNICAL RESPONSE)**

The SRCs in **Exhibit A-4** may not be retyped and/or modified and must be submitted in the original format.

**FAILURE TO SUBMIT EACH REQUIRED FORM IN ITS ORIGINAL FORMAT MAY RESULT IN REJECTION OF THE RESPONSE.**

**FAILURE TO SUBMIT AN SRC MAY RESULT IN REJECTION OF THE RESPONSE.**

**FAILURE TO SUBMIT EACH REQUIRED SRC TEMPLATE IN ITS ORIGINAL FORMAT MAY RESULT IN REJECTION OF THE RESPONSE.**

**FAILURE TO SUBMIT, EXHIBIT A-4, MAY RESULT IN THE REJECTION OF RESPONSE.**

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**EXHIBIT A-4  
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA  
COMPONENTS (TECHNICAL RESPONSE)**

**Respondent Name:**

**SRC# 1: EXECUTIVE SUMMARY**

The Respondent should include an Executive Summary, which demonstrates the Respondent's overall understanding of the services described in this RFP and describes the prominent features of its Technical Response.

**Response:**

**Score: No points will be rewarded for the Executive Summary.**

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## **EXHIBIT A-4 SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)**

### **SRC# 2: ORGANIZATIONAL STRUCTURE AND HISTORY**

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

1. A detailed description of the Respondent's organizational structure, history, legal structure, ownership, affiliations, and physical business location(s).
2. A detailed description of the Respondent's office location(s), anticipated server location(s), and backup location(s) for the data storage and website hosting.

The Respondent's corporate qualifications, including its abilities to manage and complete the proposed services.

#### **Response:**

#### **Evaluation Criteria:**

1. The adequacy of the Respondent's description of its organizational capability to provide the services required for this Request for Proposal (RFP) based on its organizational structure, history, legal structure, ownership, affiliations, and physical business location(s).
2. The adequacy of the Respondent's office location(s), anticipated server location(s), and backup location(s) for the data storage and website hosting.
3. The adequacy of the Respondent's corporate qualifications, including its abilities to manage and complete the proposed services.

**Score: This Section is worth a maximum of 15 raw points with each of the above components being worth a maximum of 5 points each.**

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## **EXHIBIT A-4**

### **SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)**

#### **SRC# 3: VENDOR STAFFING**

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

1. The Respondent should submit a list of current or previous (10 years) Contracts for which it is/was the lead Vendor on any projects that are similar in size, scope, and complexity as the services outlined in this solicitation.
2. For each identified Contract, the following information should be provided:
  - a. The name and address of the client;
  - b. The name of the Project;
  - c. The time period of the Project;
  - d. A brief narrative describing the role of the Respondent and scope of the work performed, including services provided;
  - e. The scheduled and actual completion dates for development and implementation. The description should include any barriers encountered that hindered implementation, as applicable and the Respondent's resolution for overcoming them;
  - f. Significant accomplishments and achievements; and
  - g. The use of any subcontractor(s) on each Program, their scope of work, and the percentage of the work on the Program completed by subcontractors.
3. A detailed description of the Respondent's experience in website design, implementation, maintenance and hosting.
4. A detailed description of the Respondent's experience in health care data analysis and research methodology experience.
5. A detailed description of the Respondent's survey development and evaluation experience.
6. A detailed description of other proposed staff by type/credentials including the number (total and by full-time equivalent), qualifications, locations and project functions of staff that are appropriate
7. Resumes for key staff, demonstrating their applicable education and experience as required by the solicitation.

## **EXHIBIT A-4 SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)**

**Response:**

**Evaluation Criteria:**

1. The adequacy of the Respondent's capability to provide services required for this solicitation based on its cumulative experience in the performance of current or previous (10 years) Contracts for which it is/was the lead Vendor on any Projects that are similar in size, scope, and complexity as the services outlined in this solicitation.
2. The adequacy of the Respondent's experience in website design, implementation, maintenance and hosting.
3. The adequacy of the Respondent's experience in health care data analysis and research methodology experience.
4. The adequacy of the Respondent's survey development and evaluation experience.
5. The adequacy of the Respondent's proposed staff by type/credentials including the number (total and by full-time equivalent), qualifications, locations and project functions of staff.
6. The adequacy of the Respondent's resumes for key staff, demonstrating their education and experience as required by the solicitation.

**Score: This Section is worth a maximum of 30 raw points with each of the above components being worth a maximum of 5 points each.**

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## **EXHIBIT A-4**

### **SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)**

#### **SRC #4: CLAIMS DATA, DATA COLLECTION, AND DATA STORAGE**

The Respondent should include a detailed narrative of the claims data currently collected, current technical requirements related to data collection and feasibility of expansion, as well as a proposed development, implementation, hosting, and maintenance of the Internet-based platform that will allow a consumer to research the cost of health care services and procedures based on service bundles and conditions. The Vendor's response should detail any subcontractors and their responsibilities as it relates to providing services under this project and at a minimum, and should include the following:

1. A brief description of Florida data maintained by the Respondent as of October 1, 2016, including details of Florida specific data and the Respondent's capability of adding additional claims data/data feeds. Details presented must include the number of covered lives represented for each insurer, time periods for which data is held and available, file types currently collected (medical, pharmacy, dental, eligibility, provider, etc.) along with the capability of expanding to additional file types as needed, the number of claims currently held and available from each participating health insurer nationally and in Florida, etc.
2. A detailed description of the Respondent's current and proposed data submission policies and procedures. A description of the current and/or proposed methods for incorporating new data files from additional insurers. A description of current protocols for secure data submission, monitoring for compliance with established data standards, and identification of any barriers proposed strategies for the management of relationships with payors (i.e. data sources), as well as the processes for identification, analysis, and mitigation of issues related to data submission.
3. A detailed description of the current and proposed data fields/elements to be collected, including any sensitive data fields, and how specific data fields may differ among plan types and data feeds, including how this may affect the usages documented in the solicitation. The narrative should include an explanation of how the Respondent's current and proposed data collection processes align with the latest national standards for collecting claims data.
4. A detailed description of how the methodology used, or proposed methodology, links individuals and providers across payors and providers. The description should include the Respondent's capability to establish a Master Patient Index and/or Master Provider Index and apply it to the claims dataset.
5. A description of the current and/or proposed review and validation processes for payors and providers to verify accuracy prior to any data release or public reporting.
6. A description of the proposed process for onboarding Medicaid claims data, as well as the other required submitters identified in the solicitation.
7. A description of the data submission schedule (i.e. monthly, quarterly, etc.), including the proposed schedule for future submitters and your rationale used to determine this schedule.

## **EXHIBIT A-4**

### **SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)**

8. A detailed description of the proposed Quality Assurance Plan to ensure the data is accurate, valid, reliable and complete. The description must include information on any current and/or proposed data edits, error thresholds and other initiatives for quality assurance purposes.
9. A detailed description of the proposed conditions and service bundles to be published on the Internet-based platform that will allow a consumer to research the cost of health care services and procedures and allow for price comparison.
10. A detailed description of the Respondent's current and/or proposed methodology for analyzing claims data within the defined service bundles that are understandable by the general public and for which the bundling methodology is available in the public domain. The description must include how the methodology can be used for comparison of state and national benchmarks with local regions and specific providers in Florida.
11. The proposed approach to develop an Internet-based platform that will allow a consumer to research the cost of health care services and procedures and allow for price comparison. The platform must include functionality for a consumer to search by condition or by service bundles that are understandable to an ordinary layperson and must be responsive to a mobile device. This description must include the proposed method to link and/or integrate the resulting pricing information with the Agency's website, FloridaHealthFinder.
12. A detailed description of the Respondent's proposed implementation timeline for the analysis and website publication of specific pricing information within the defined service bundles by geographic region, zip code and by a licensed facility or provider.
13. The proposed approach for ensuring that the required consumer pricing website is compliant with all applicable standards contained in the Americans with Disabilities Act (ADA).
14. The proposed schedule and approach for performance of updates to the data and information on the website as described in the solicitation, including the minimum required timeframes for the publication of new data following routine data refreshes as well as when data updates and/or corrections are received within allowable timeframes.
15. A detailed description of how the health care claims data will be stored, accessed and released including any and all applicable security measures and restrictions to uses and access. The description needs to include what resources (i.e. hardware, software, applications, etc.) are needed to access any data sets and reports and any fees associated with the data release.
16. The proposed approach to handling claims data requests from the public, and the Agency, providing data user support and technical assistance, including the method for users to obtain data, customer service and staffing, tracking and processing.

## **EXHIBIT A-4**

### **SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)**

17. The proposed approach to assisting the Agency in health care claims analytics for research topics focusing on improving quality of care and reducing costs such as preventable hospitalizations.

**Response:**

**Evaluation Criteria:**

1. The adequacy of the Respondent's description of Florida's insurance market, the Respondent's overview of claims data maintained as of October 1, 2016, including Florida specific information, and their capability of adding additional claims data.
2. The adequacy of the Respondent's detailed description of their proposed data submission policies and procedures; and the Respondent's current and proposed approach for incorporating new data files from additional insurers, a description of protocols for secure data submission, monitoring submission compliance and barriers to implementing data submission protocols.
3. The adequacy of the Respondent's detailed description of current and proposed data fields/elements to be collected, including any sensitive data fields and how specific data fields may differ among plan types and data feeds; including how this may affect the usages documented in the solicitation.
4. The adequacy of the Respondent's description and capability to track and link individuals and providers across payors and providers; and their capability to establish and apply a master patient index and/or master provider index to the claims dataset.
5. The adequacy of the Respondent's proposed review and validation process to verify accuracy for payors and providers, prior to data release or public reporting.
6. The adequacy of the Respondent's proposed process for onboarding Medicaid claims data as well as the other required submitters identified in the solicitation.
7. The adequacy of, and the supporting rationale behind, the Respondent's proposed data submission schedule (i.e. monthly, quarterly, annually or a combination thereof, etc.), including the proposed schedule for future submitters.
8. The adequacy of the Respondent's proposed Quality Assurance Plan to ensure data is accurate, valid, reliable and complete, which should include information on any current and proposed data edits, error thresholds and other initiatives for quality assurance purposes.
9. The adequacy of the Respondent's proposed conditions and service bundles that will be published on the Internet-based platform, allowing consumers to research the cost of health care services and procedures and allow for price comparison.



## **EXHIBIT A-4**

### **SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)**

10. The adequacy of the Respondent's proposed methodology for analyzing claims data within the defined service bundles that are understandable by the general public and for which the methodology is available in the public domain.
11. The adequacy of the Respondent's proposed approach to develop an Internet-based platform that will allow a consumer to research the cost of health care services and procedures and allow for price comparison.
12. The adequacy of the Respondent's proposed implementation timeline for the analysis and website publication of specific pricing information within the defined service bundles by geographic region, zip code and by a licensed facility or provider.
13. The adequacy of the Respondent's proposed approach for making the website compliant with standards contained within the Americans with Disabilities Act (ADA).
14. The adequacy of the Respondent's proposed schedule and approach to performance of updates to the data and information to the website, in accordance with the solicitation including the minimum required timeframes for the publication of new data following routine data refreshes as well as when data updates and/or corrections are received within allowable timeframes.
15. The adequacy of the Respondent's description detailing how the health care claims data will be stored, accessed and released; and any and all applicable security measures and restrictions to uses and access; including the resources (i.e. hardware, software, applications, etc.) needed to access any data sets and reports and any fees associated with the data release.
16. The adequacy of the Respondent's approach to handling claims data requests from the public and the Agency and providing data user support and technical assistance, including the method for users to obtain data, customer service and staffing, tracking and processing.
17. The adequacy of the Respondent's proposed approach to assisting the Agency in health care claims analytics for research topics focusing on improving quality of care and reducing costs such as preventable hospitalizations.

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

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## **EXHIBIT A-4**

### **SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)**

#### **SRC #5: PROJECT MANAGEMENT**

The Respondent should provide a draft Project Management Plan as described in **Attachment B**, Scope of Services, **Section I, Services Provided by the Vendor**, and **Section III.**, that is consistent and coherent, and demonstrates a sound project management methodology that addresses, at a minimum: planning, initiation and implementation, maintenance, and change management. The proposed plan must show a thorough understanding of the scope of services and the capability to successfully complete each deliverable, including any deliverables that will be completed by subcontractors, as set forth in this solicitation, and the project as a whole.

1. Any proposed plan will be sufficiently detailed to provide an understanding of how the Respondent will implement the project, guide work execution, manage communication among project stakeholders, and handle required project changes. Additionally, proposed plans should address:
  - a. Assessment of the deliverables, as noted in this solicitation;
  - b. Alternatives analysis and resolution;
  - c. Resource allocation and deployment;
  - d. Quality assurance activities;
  - e. Identification of any key dependencies;
  - f. Identification of potential barriers and a plan for mitigating potential risks;
  - g. Reporting of project status and other regular communications with the Agency and stakeholders, as appropriate;
  - h. Identification of any additional assistance needed from the Agency in designing and implementing the project; and
  - i. Automated tools, including the use of specific software applications that facilitate the management of implementation activities.
2. A detailed project timeline for successful management and completion of the project, which should identify major project phases and key milestones for each project phase and the project as a whole. The timeline must include time frames and durations for:
  - a. Project implementation, including website deployment and any other significant implementation points for the website;
  - b. Proposed dates for major data updates and enhancements for onboarding of additional claims data; and
  - c. Proposed dates for improvements to the website and other important deadlines.
3. The Respondent should provide a Requirements Traceability Matrix detailing how the project plan meets Agency requirements and deliverables.
4. The Respondent should provide a proposed sustainability plan detailing ongoing operations to assist the Agency in the sustainability of data collection efforts and the consumer pricing website.

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## **EXHIBIT A-4 SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)**

**Response:**

### **Evaluation Criteria**

- 1.** The adequacy of the Respondent's proposed plan for management of the project, including guiding and executing work, manage communication among project stakeholders, and handling required project changes.
- 2.** The adequacy and viability of the Respondent's proposed project timeline for management of the project, including identification of major project phases and key milestones; and time frames and durations for project implementation, website deployment, proposed dates for major data updates and enhancements for onboarding of additional claims data, proposed dates for improvements to the system, and other important deadlines.
- 3.** The adequacy of the Respondent's Requirements Traceability Matrix detailing how the project plan meets Agency requirements and deliverables.
- 4.** The adequacy of the Respondent's proposed sustainability plan and ongoing operations for assisting the Agency with sustainability of the data collection efforts and consumer pricing website.

**Score: This Section is worth a maximum of 20 raw points with each of the above components being worth a maximum of 5 points each.**

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## **EXHIBIT A-4 SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)**

### **SRC #6: WEBSITE EVALUATION AND SURVEY TOOLS**

The Respondent should include a detailed narrative of the Respondent's proposed solution for website evaluation methods, and development and management of survey tools. The narrative should include, at a minimum, the following:

1. A description of your proposal of an online consumer survey and ideas for future development of the website.
2. A plan to track website utilization as well as utilization of the various pages and applications within the website.
3. Provide any innovative and creative suggestions for improving the website that is not specified and already required in this solicitation.

#### **Response:**

#### **Evaluation Criteria:**

1. The adequacy of the description of your proposal of an online consumer survey and ideas for future development of the website.
2. The adequacy of a plan to track website utilization as well as utilization of the various pages and applications within the website.
3. The adequacy of the innovative or creative suggestions for improving the website that are not specified and already required in this solicitation.

**Score: This Section is worth a maximum of 15 raw points with each of the above components being worth a maximum of 5 points each.**

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## **EXHIBIT A-4 SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)**

### **SRC #7: SYSTEM FUNCTIONALITY COMPONENTS, WORKFLOWS, AND DEPENDENCIES**

The Respondent should demonstrate its capability and approach to provide the System Functionality Components, Workflows, and Dependencies as described in **Attachment B**, Scope of Services, **Section X.**, System Functionality.

1. Provide a detailed description of your System Functionality Components (hardware, software, and personnel), and how they are sufficient to access and generate data and reports.
2. Provide a detailed visual graphic of your System Functionality Workflows.
3. Provide a detailed description of your System Functionality Dependencies.

**Response:**

#### **Evaluation Criteria:**

1. The adequacy of the Respondent's capability and approach to have the capacity (hardware, software, and personnel) sufficient to access and generate all data and reports needed for this solicitation.
2. The adequacy of the Respondent's capability to present a workflow visual graphic that efficiently represents the necessities of this solicitation.
3. The adequacy of the Respondent's capability to describe the dependencies necessary to provide the requirements for this solicitation.

**Score: This Section is worth a maximum of 30 raw points with each of the above components being worth a maximum of 10 points each.**

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## **EXHIBIT A-4**

### **SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)**

#### **SRC# 8: SECURITY RATING SCORE REQUIREMENTS**

In accordance with **Attachment B**, Scope or Services, **Section XI.**, Information Technology, **Sub-section T.**, the Agency should conduct an initial IT security risk score scan on the Respondent, as well as periodic or continuous security monitoring through an information security rating service, at the Agency's expense, to enable the Agency to effectively measure and mitigate the successful respondent's security risks. The Respondent will work with the Agency's Security Rating Score Provider to define the relevant Respondent assets providing Agency services.

#### **Evaluation Criteria:**

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

1. A score in the top 90-100% of submitters;
2. A score in the top 80-89% of submitters;
3. A score in the top 70-79% of submitters;
4. A score in the top 60-69% of submitters;
5. A score in the top 50-59% of submitters; or
6. A score in the lower 0-49% of submitters.

**Score: This Section is worth a maximum of 5 raw points as outlined below:**

1. 5 points for a score in the top 90-100% of submitters;
2. 4 points for a score in the top 80-89% of submitters;
3. 3 points for a score in the top 70-79% of submitters;
4. 2 points for a score in the top 60-69% of submitters;
5. 1 point for a score in the top 50-59% of submitters; or
6. 0 points for a score in the lower 0-49% of submitters.

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## **EXHIBIT A-4 SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)**

### **SRC# 9: DISASTER RECOVERY REQUIREMENTS**

The Respondent should demonstrate its capability and approach to meet the requirements described in **Attachment B**, Scope of Services, **Section XII.**, Disaster Recovery.

**Response:**

#### **Evaluation Criteria:**

1. The adequacy of the respondent's proposed approach and capability to 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.
2. The adequacy of the respondent's proposed approach and capability to ensure the disaster recovery plan limits service interruption to a period of twenty-four (24) clock hours and ensures compliance with all requirements under the resulting Contract.
3. The adequacy of the respondent's proposed approach and capability to ensure the records backup standards and a comprehensive disaster recovery plan should be developed and maintained by the Vendor for the entire period of the resulting Contract and submitted for review annually by the anniversary date of the resulting Contract.
4. The adequacy of the respondent's proposed approach and capability to ensure it maintains a disaster recovery plan for restoring day-to-day operations including alternative locations for the Vendor to conduct the requirements of the resulting Contract.
5. The adequacy of the respondent's proposed approach and capability to ensure it maintains database backups in a manner that should eliminate disruption of service or loss of data due to system or program failures or destruction.
6. The adequacy of the respondent's proposed approach and capability to ensure the disaster recovery plan is finalized no later than thirty (30) calendar days prior to the resulting Contract effective date.
7. The adequacy of the respondent's proposed approach and capability to ensure it amends or updates its disaster recovery plan in accordance with the best interests of the Agency and at no additional cost to the Agency.
8. The adequacy of the respondent's proposed approach and capability to ensure it makes all aspects of the disaster recovery plan available to the Agency at all times.
9. The adequacy of the respondent's proposed approach and capability to ensure it conducts an annual Disaster Recovery Plan test and submits the results for review to the Agency.

**EXHIBIT A-4**  
**SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA**  
**COMPONENTS (TECHNICAL RESPONSE)**

Score: This Section is worth a maximum of 45 raw points with each of the above components being worth a maximum of 5 points each.

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## **EXHIBIT A-4**

### **SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)**

#### **SRC #10: TRANSITION OF RESULTING CONTRACT**

The Respondent should demonstrate its capability to fulfill the transition requirements described in **Attachment B**, Scope of Services, **Section IX.**, Contract Transition. At a minimum, the Response should include:

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

**Response:**

#### **Evaluation Criteria:**

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

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

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## EXHIBIT A-5 - COST PROPOSAL

### Year 1 - Operations (Including any Implementation Costs)

| Deliverable                                                   | Term Period | Units (Quarters) | Unit Cost | Total Cost  |
|---------------------------------------------------------------|-------------|------------------|-----------|-------------|
| D.1. Website Hosting, Maintenance, and Utilization Reports    | 12 Months   | 4                |           | \$ -        |
| D.2. Data Collection & Data Storage                           | 12 Months   | 4                |           | \$ -        |
| D.3. Data Dissemination                                       | 12 Months   | 4                |           | \$ -        |
| <b>Year 1 - Operations (Implementation Costs) Grand Total</b> |             |                  |           | <b>\$ -</b> |

### Year 2 - Operations

| Deliverable                                                | Term Period | Units (Quarters) | Unit Cost | Total Cost  |
|------------------------------------------------------------|-------------|------------------|-----------|-------------|
| D.1. Website Hosting, Maintenance, and Utilization Reports | 12 Months   | 4                |           | \$ -        |
| D.2. Data Collection & Data Storage                        | 12 Months   | 4                |           | \$ -        |
| D.3. Data Dissemination                                    | 12 Months   | 4                |           | \$ -        |
| <b>Year 2 - Operations Grand Total</b>                     |             |                  |           | <b>\$ -</b> |

### Renewal Year 1 (Year 3) - Operations

| Deliverable                                                | Term Period | Units (Quarters) | Unit Cost | Total Cost  |
|------------------------------------------------------------|-------------|------------------|-----------|-------------|
| D.1. Website Hosting, Maintenance, and Utilization Reports | 12 Months   | 4                |           | \$ -        |
| D.2. Data Collection & Data Storage                        | 12 Months   | 4                |           | \$ -        |
| D.3. Data Dissemination                                    | 12 Months   | 4                |           | \$ -        |
| <b>Renewal Year 1 (Year 3) - Operations Grand Total</b>    |             |                  |           | <b>\$ -</b> |

### Renewal Year 2 (Year 4) - Operations

| Deliverable                                                | Term Period | Units (Quarters) | Unit Cost | Total Cost  |
|------------------------------------------------------------|-------------|------------------|-----------|-------------|
| D.1. Website Hosting, Maintenance, and Utilization Reports | 12 Months   | 4                |           | \$ -        |
| D.2. Data Collection & Data Storage                        | 12 Months   | 4                |           | \$ -        |
| D.3. Data Dissemination                                    | 12 Months   | 4                |           | \$ -        |
| <b>Renewal Year 2 (Year 4) - Operations Grand Total</b>    |             |                  |           | <b>\$ -</b> |

### Renewal Year 3 (Year 5) - Operations

| Deliverable                                                | Term Period | Units (Quarters) | Unit Cost | Total Cost  |
|------------------------------------------------------------|-------------|------------------|-----------|-------------|
| D.1. Website Hosting, Maintenance, and Utilization Reports | 12 Months   | 4                |           | \$ -        |
| D.2. Data Collection & Data Storage                        | 12 Months   | 4                |           | \$ -        |
| D.3. Data Dissemination                                    | 12 Months   | 4                |           | \$ -        |
| <b>Renewal Year 3 (Year 5) - Operations Grand Total</b>    |             |                  |           | <b>\$ -</b> |

|                                                    |             |
|----------------------------------------------------|-------------|
| <b>Initial Years (1-2) Operations Total</b>        | <b>\$ -</b> |
| <b>Renewal Years (1-3) Total</b>                   | <b>\$ -</b> |
| <b>Total Proposed Cost (Initial &amp; Renewal)</b> | <b>\$ -</b> |

## EXHIBIT A-5 - COST PROPOSAL

### Deliverable 4 - Enhancements, Modifications, and Revisions (Task Assignments)

| Position Title & Job Decsription | Original Term<br>(Years 1-2)<br>Hourly Rate | Renewal Year 1<br>Hourly Rate | Renewal Year 2<br>Hourly Rate | Renewal Year 3<br>Hourly Rate |
|----------------------------------|---------------------------------------------|-------------------------------|-------------------------------|-------------------------------|
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\_\_\_\_\_  
Respondent Name

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

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Authorized Official Printed Name

\_\_\_\_\_  
Authorized Official Title

**Failure to submit, Exhibit A-5, Cost Proposal, signed by an authorized official may result in the rejection of response.**

## **EXHIBIT A-6**

### **CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM**

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

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

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

\_\_\_\_\_  
**Respondent Name**

\_\_\_\_\_  
**Authorized Official Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Official Printed Name**

\_\_\_\_\_  
**Authorized Official Title**

**ATTACHMENT A  
EXHIBIT A-7**

Contract No. \_\_\_\_\_

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

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

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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.).
2. This Contract has been exempted by the Florida Department of Management Services from paying the transaction fee per Rule 60A-1.031(7)(a and b), F.A.C. **Only include in contracts that are federally funded through CMS or other contracts that have been exempted by DMS.**
3. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S. (2023), all payments for commodities and/or contractual services as defined in Section 287.012, F.S., shall be assessed a Transaction Fee, which the Vendor shall pay to the State, unless exempt under Rule 60A-1.031, F.A.C. Notwithstanding the provisions of Rule 60A-1.031, et seq., the assessment of a transaction fee shall be contingent upon Federal approval of the transaction fee assessment program and continued payment of applicable Federal matching funds. **Do not include in contracts that are federally funded through CMS or other contracts exempted by DMS.**
4. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Vendor. By submission of these reports and corresponding payments, the Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. **Do not include in contracts that are federally funded through CMS or other contracts exempted by DMS.**

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5. The Vendor shall receive a credit for any Transaction Fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the agreement. **Do not include in contracts that are federally funded through CMS or other contracts exempted by DMS.**
6. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE. Do not include in contracts that are federally funded through CMS or other contracts exempted by DMS.**

**D. Federal Laws and Regulations**

1. If this Contract contains Federal funds, 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. If this Contract contains Federal funding in excess of **\$100,000.00**, 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 Bureau of Purchasing and Contract Administration.
3. If this Contract contains Federal funding, pursuant to 2 CFR 376, the Vendor must, upon Contract execution, complete the Certification Regarding Debarment, Suspension, Ineligibility, 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.



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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.
8. The Vendor shall annually submit information security compliance documentation as agreed upon, in writing, between the Vendor and the Agency (Examples: SOC 2 Type II, FedRAMP certification, HITRUST certification, ISO certifications).

**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

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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.

**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.

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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 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,

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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.
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.

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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.
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

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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/](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**

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.



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2. Expense Advance. The presumptive right to indemnification of damages shall include the right to have the Vendor pay the Agency's expenses in any Proceeding as such expenses are incurred and in advance of the final disposition of such Proceeding.
3. Enforcement Action. In the event that any claim for indemnity, whether an Expense Advance or otherwise, is made hereunder and is not paid in full within sixty (60) calendar days after written notice of such claim is delivered to the Vendor, the Agency may, but need not, at any time thereafter, bring suit against the Vendor to recover the unpaid amount of the claim (hereinafter "Enforcement Action"). In the event the Agency brings an Enforcement Action, the Vendor shall pay all of the Agency's attorneys' fees and expenses incurred in bringing and pursuing the Enforcement Action.
4. Contribution. In any Proceeding in which the Vendor is held to be jointly liable with the Agency for payment of any claim of any kind (whether for damages, attorneys' fees, costs or otherwise), if the Duty to Indemnify provision is for any reason deemed to be inapplicable, the Vendor shall contribute toward satisfaction of the claim whatever portion is or would be payable by the Agency in addition to that portion which is or would be payable by the Vendor, including payment of damages, attorneys' fees and costs, without recourse against the Agency. No provision of this part or of any other section of this Contract (inclusive of all attachments, etc.), whether read separately or in conjunction with any other provision, shall be construed to: (i) waive the State or the Agency's immunity to suit or limitations on liability; (ii) obligate the State or the Agency to indemnify the Vendor for the Vendor's own negligence or otherwise assume any liability for the Vendor's own negligence; or (iii) create any rights enforceable by third parties, as third party beneficiaries or otherwise, in law or in equity.

**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

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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; and shall submit insurance certificates evidencing continued coverage with fifteen (15) calendar days of the coverage effective date each year thereafter.

**O. Assignments and Subcontracts**

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

**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



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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 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.

**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.  
1463 Oakfield Drive, #126  
Brandon, FL 33511  
[info@pride-enterprises.org](mailto:info@pride-enterprises.org) | 813-324-8700

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**2. RESPECT of Florida**

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, 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  
1113 East Tennessee St., Suite 100  
Tallahassee, Florida 32308  
850-942-3555 | [www.respectofflorida.org](http://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.

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7. Chapter 409, F.S.
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.

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**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 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(14), 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. 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.
8. 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 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

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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 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.
- 9.** 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.



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**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.
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.

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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.
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.



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**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-owned Data (data collected or created for or provided by the Agency) will be processed and stored in data centers that are located only in the forty-eight (48) contiguous United States.

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**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.

**II. Forced Labor Vendor List**

In accordance with section 287.1346, F.S., the Agency may terminate the Contract if the Vendor is placed on the forced labor vendor list.

**JJ. PUR 1000, General Contract Conditions**

In accordance with Rule 60A-1.002, F.A.C., [PUR 1000, General Contract Conditions](#), is hereby incorporated and made part of this Contract. In the event of any conflict between the PUR 1000 and the terms and conditions of the Agency's Standard Contract, the Agency's Standard Contract will take precedence over the PUR 1000, unless the conflicting term in the PUR 1000 is required by law, in which case the term contained in the PUR 1000 will take precedence.

**KK. Vendor Certification Form (PUR 7801)**

In accordance with Rule 60A-1.002, F.A.C., **Attachment V**, Vendor Certification Form (PUR7801), is hereby incorporated and made part of this Contract. Upon the execution date of the Contract, and each year on the anniversary date of the Contract, the Vendor shall submit to the Agency a completed **Attachment V**, Vendor Certification Form.

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

In the event of any conflict between the PUR 7801 and the terms and conditions of the Agency's Standard Contract, the Agency's Standard Contract will take precedence over the PUR 7801, unless the conflicting term in the PUR 7801 is required by law, in which case the term contained in the PUR 7801 will take precedence.

**LL. Use of Funds for Diversity, Equity, and Inclusion Prohibited**

No State funding under this Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" (DEI). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

**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](http://www.myfloridacfo.com/aadir/interest.htm). Payments to health care providers for hospital, medical or other health care services, shall be made not more than thirty-five (35) calendar days from the date eligibility for payment is determined, and the daily interest rate is .0003333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the State Office of Financial Regulation Consumer Helpline, 1-877-693-5236.

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

**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; electronically by email; or in person with proof of delivery.

**2. Termination Due to Lack of Funds**

In the event funds to finance this Contract become unavailable, the Agency may terminate 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; electronically by email; 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; electronically by email; 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**

**E-mail Address**

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

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

**Name**  
**Vendor Name**  
**Address**  
**City, State Zip Code**  
**Phone Number**  
**E-mail Address**

3. The Vendor shall notify the Agency Contract Manager in writing within five (5) business days of a Contract Manager change. Either party may notify the other by email of a change to a designated Contract Manager and provide the contact information for the newly designated contact. Such notice is sufficient to effectuate this change without requiring a written amendment to the Contract.

**C. Renegotiation or Modification**

1. Modifications of provisions of this Contract shall only be valid when they have been reduced to writing and duly signed during the term of 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 31<sup>st</sup> 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.

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

**D. 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.

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DRAFT

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

**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**

**SIGNED**

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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

**SIGNED**

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SIGNED**

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:**

**General Counsel,  
Approved as to form and  
legality**

**DATE:** \_\_\_\_\_

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<br>Type   | Letter/<br>Number | Description                                                                                                             |
|-------------------|-------------------|-------------------------------------------------------------------------------------------------------------------------|
| <b>Attachment</b> | <b>I</b>          | Scope of Services ( <b>NUMBER</b> Pages)                                                                                |
| <b>Attachment</b> | <b>II</b>         | Business Associate Agreement (4 Pages)                                                                                  |
| <b>Attachment</b> | <b>III</b>        | Certification Regarding Lobbying (1 Page)                                                                               |
| <b>Attachment</b> | <b>IV</b>         | Certification Regarding Debarment, Suspension, Ineligibility<br>and Voluntary Exclusion Contracts/Subcontracts (1 Page) |
| <b>Attachment</b> | <b>V</b>          | Vendor Certification Form (PUR 7801) (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.
  - a. Protected Health Information. For purposes of this Attachment, protected health information shall have the same meaning and effect as defined in 45 C.F.R. 160 and 164, limited to the information created, received, maintained or transmitted by the Vendor from, or on behalf of, the Agency.
  - b. Electronic Protected Health Information (e-PHI). For purposes of this Attachment, electronic protected health information shall have the same meaning and effect as defined in 45 C.F.R. 160 and 164 (The Security Rule), limited to the electronic information created, received, maintained or transmitted by the Vendor from, or on behalf of, the Agency.
  - c. 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.
  - d. Confidentiality. For the purposes of this Attachment, confidentiality refers to when electronic protected health information is not made available or disclosed to unauthorized persons or processes.
  - e. Integrity. For the purposes of this Attachment, integrity means that electronic protected health information has not been altered or destroyed in an unauthorized manner.
  - f. Availability. For the purposes of this Attachment, availability refers to electronic health information remaining accessible and usable upon demand by an authorized person.
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) and comply with 45 C.F.R. 162 as applicable.
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



**ATTACHMENT II**  
**BUSINESS ASSOCIATE AGREEMENT**

health information other than as permitted by this Contract or by federal and state law. The sale of protected health information or any components thereof is prohibited except as provided in 45 CFR 164.502(a)(5). The Vendor will use appropriate safeguards to prevent the use or disclosure of protected health information for any purpose not in conformity with this Contract and federal and state law. The Vendor will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information the Vendor creates, receives, maintains, or transmits on behalf of the Agency.

4. Use and Disclosure of Information for Management, Administration, and Legal Responsibilities. The Vendor is permitted to use and disclose protected health information received from the Agency for the proper management and administration of the Vendor or to carry out the legal responsibilities of the Vendor, in accordance with 45 C.F.R. 164.504(e)(4). Such disclosure is only permissible where required by law, or where the Vendor obtains reasonable assurances from the person to whom the protected health information is disclosed that: (1) the protected health information will be held confidentially, (2) the protected health information will be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and (3) the person notifies the Vendor of any instance of which it is aware in which the confidentiality of the protected health information has been breached.
5. Disclosure to Third Parties. The Vendor will not divulge, disclose, or communicate protected health information to any third party for any purpose not in conformity with this Contract without prior written approval from the Agency. The Vendor shall ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the Vendor on behalf of the Agency, agrees to the same terms, conditions, and restrictions that apply to the Vendor with respect to protected health information. The Vendor's subcontracts shall fully comply with the requirements of 45 CFR 164.314(a)(2)(iii).
6. Access to Information. The Vendor shall make protected health information available in accordance with federal and state law, including providing a right of access to persons who are the subjects of the protected health information in accordance with 45 C.F.R.164.524.
7. Amendment and Incorporation of Amendments. The Vendor shall make protected health information available for amendment and to incorporate any amendments to the protected health information in accordance with 45 C.F.R. 164.526.
8. Accounting for Disclosures. The Vendor shall make protected health information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528. The Vendor shall document all disclosures of protected health information as needed for the Agency to respond to a request for an accounting of disclosures in accordance with 45 C.F.R. 164.528.
9. Privacy Protection. The Vendor shall permit an individual to request a restriction on the use and disclosure of protected health information about the individual to carry out treatment, payment, or health care operations; and disclosures permitted under 164.510(b) in accordance with 45 C.F.R. 164.522. The Vendor shall permit an individual

**ATTACHMENT II**  
**BUSINESS ASSOCIATE AGREEMENT**

to request to receive communications of protected health information from the Vendor by alternative means or at alternative locations in accordance with 45 C.F.R. 164.522.

10. 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.
11. Reporting. The Vendor shall make a good faith effort to identify any use or disclosure, or loss of confidentiality, integrity, or availability, of protected health information, or e-PHI, not provided for in this Contract.
- a. To Agency. The Vendor will report to the Agency in the manner and format obtained from the Contract Manager or Agency contact, within ten (10) business days of discovery, any use or disclosure, or loss of confidentiality, integrity, or availability, of protected health information, or e-PHI, not provided for in this Contract of which the Vendor is aware. The Vendor will report to the Agency in the manner and format obtained from the Contract Manager or Agency contact, 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.
- b. 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 review by the Agency shall notify each individual whose unsecured protected health information has been or is reasonably believed by the Vendor to have been, accessed, acquired, used or disclosed as a result of such breach. Such notification shall be in writing by first-class mail to the individual (or the next of kin if the individual is deceased) at the last known address of the individual or next of kin, respectively, or, if specified as a preference by the individual, by electronic mail. Where there is insufficient, or out-of-date contact 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 for a period of at least 90 days 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.
- c. 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 review by the Agency, the Vendor shall provide notice to

**ATTACHMENT II**  
**BUSINESS ASSOCIATE AGREEMENT**

prominent media outlets serving the State, relevant portion of the State, or jurisdiction involved.

- d. 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 the Vendor, or a contractor or subcontractor of the Vendor, and the Vendor is a HIPAA covered entity, the Vendor, not the Agency, 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, at least 5 business days prior to filing notice with the Secretary of HHS the Vendor shall provide a copy of the notice and breach risk assessment to the Agency for review. Upon prior review by the Agency of the notice and breach risk assessment, the Vendor shall file the notice with the Secretary of HHS within the notification timeframe imposed by 45 C.F.R. 164.408(b) and contemporaneously submit a copy of said notification to the Agency. 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 a copy of said notification to the Agency.
  - e. Content of Notices. All notices required under this Attachment shall include the content set forth in 42 U.S.C. 17932(f) and 45 C.F.R. 164 Subpart D, except that references therein to a “covered entity” shall be read as references to the Vendor.
  - f. Financial Responsibility. The Vendor shall be responsible for all costs related to the notices required under this Attachment.
  - g. Other Reporting. The Vendor shall comply with any other applicable reporting requirements in conformity with federal and state laws. If notifications are made under any such laws, copies of said notifications shall be provided contemporaneously to the Agency.
- 12. 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.
  - 13. 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 Attachment is included, and/or to terminate this Contract.
  - 14. 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

**ATTACHMENT II  
BUSINESS ASSOCIATE AGREEMENT**

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**

**SIGNED**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

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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, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Individual

\_\_\_\_\_  
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.

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**CERTIFICATION**

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

---

Signature

---

Date

---

Name and Title of Authorized Signer

**Agency for Health Care Administration**  
**Attachment V**  
**Vendor Certification Form**

I hereby certify the following on behalf of the vendor identified below:

| <b><u>Customer Indicator</u></b><br>(Required, N/A, Determined by Vendor) | <b><u>Vendor Indicator</u></b><br>(Certified, N/A) | <b><u>Certification</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---------------------------------------------------------------------------|----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Required                                                                  | Certified                                          | Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., the vendor is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at <a href="https://www.sbafla.com/governance/global-governance-mandates/">https://www.sbafla.com/governance/global-governance-mandates/</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Required                                                                  | Certified                                          | If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at <a href="https://www.sbafla.com/reporting/">https://www.sbafla.com/reporting/</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Required                                                                  | Certified                                          | <p>The vendor is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the contract obligations.</p> <p>The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of section 287.1351, F.S., that identify the impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in section 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services.</p> |

|          |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Required | Certified | If the contract grants the vendor access to an individual's personal identifying information, the vendor is not prohibited from entering into the contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at <a href="http://www.flrules.org/Gateway/reference.asp?No=Ref-15843">http://www.flrules.org/Gateway/reference.asp?No=Ref-15843</a> , and submitted it to the Agency.                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| N/A      | N/A       | If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at <a href="http://www.flrules.org/Gateway/reference.asp?No=Ref-14614">http://www.flrules.org/Gateway/reference.asp?No=Ref-14614</a> , and submitted it to the Agency.                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Required | Certified | The vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Required | Certified | The vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Required | Certified | <p>If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor has completed an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S.</p> <p>To fulfill this requirement, the vendor has completed <a href="#">Form PUR 2024, "Part A: Use of Coercion for Labor and Services,"</a> and submitted it to the Agency.</p>                                                                                                                                                                                                                                                                                                                                                                                                     |
| N/A      | N/A       | <p>If the Contract is for the provision of commodities, in accordance with section 287.1346, F.S., the vendor, and any entity under the control of vendor, has not been placed on the Forced Vendor List within the past 365 days or, if placed on the Forced Vendor List, has been removed pursuant to section 287.1346(5)(d), F.S.</p> <p>If the Contract is for the provision of commodities, the Contractor will submit, prior to entering into or renewing the Contract, a written certification from senior management, as defined in section 287.1346(1)(c), F.S., which certifies to the best of their knowledge the commodities being offered pursuant to this solicitation have not been produced, in whole or in part, by forced labor.</p> <p>To fulfill this requirement, the vendor has completed <a href="#">Form PUR 2024, "Part B: Provision of Commodities Produced by Forced Labor,"</a> and submitted it to the Agency.</p> |



|  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | The vendor is hereby informed of the provisions of section 287.1346, F.S., that identify the impacts to a vendor’s ability to respond to the competitive solicitations of a state agency; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a state agency; or to transact business for the provision of commodities with a state agency if it, or entities under the control of the vendor, is placed on the forced labor list in accordance with section 287.1346, F.S. |
|--|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the vendor.

**Vendor Information**

**Signatory**

|              |                       |      |
|--------------|-----------------------|------|
| _____        | _____                 |      |
| Company Name | Signature             | Date |
| _____        | _____                 |      |
| FEIN         | Typed or Printed Name |      |
|              | _____                 |      |
|              | Title                 |      |

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**ATTACHMENT B  
SCOPE OF SERVICES**

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**Exhibits**

**Attachment B - Exhibit B-1, Deliverable and Performance Standards**

**Attachment B - Exhibit B-2, Task Assignment Form**

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## ATTACHMENT B SCOPE OF SERVICES

For purposes of this solicitation the successful vendor shall be referred to as Vendor. The contract or purchase order resulting from this solicitation shall be referred to as Contract.

### I. Service(s) to be Provided

#### A. Background

The Agency for Health Care Administration (Agency) is directed by Sections 408.05, 408.061, and 408.062, Florida Statutes (F.S.), to provide transparency in health care by offering Florida consumers information about health care services, costs, and quality of care. Specifically, Section 408.05, F.S., establishes within the Agency in the *Florida Center for Health Information and Transparency (Florida Center)* to collect, compile, coordinate, analyze, index, and disseminate health-related data and statistics. The Florida Center collects data on health resources, health care service inventories, service utilization, health care costs and financing including trends in prices and costs, the sources of payment for health care services, and specific quality of care initiatives. Section 408.062, F.S., then requires the Agency to make available on its Internet website (since October 1, 2004), patient charges, volumes, length of stay, and performance indicators collected from health care facilities for specific medical conditions, surgeries, and procedures provided in inpatient and outpatient facilities. The Agency, through the Florida Center, currently meets the requirements of these laws through the development and ongoing support of an interactive consumer website, [FloridaHealthFinder](#).

Nationally, and in Florida, a record number of newly-insured persons are enrolled in both public and private health insurance.<sup>1</sup> Simultaneously, consumer participation in high deductible health plans is increasing, placing a larger share of cost on the individual consumer.<sup>2</sup> Clear, factual information about cost and quality of health care is necessary for consumers to select value-driven health care options; and for consumers and providers to be involved in and accountable for decisions about health and health care services through transparency.

Historically, the Agency has been limited in its ability to provide Florida consumers with sufficient information to make informed decisions about health care service costs, as constrained by the existing data sources. The Agency's current datasets provide consumer access to analyses of administrative discharge data from services rendered at ambulatory surgical centers, emergency departments and hospitals through [FloridaHealthFinder](#). Additionally, the current datasets provide only the total non-discounted facility charges for services provided, which are not typically reflective of what a facility might expect to be paid for a particular service or set of services and do not factor in additional costs from services provided by health care professionals under contract at the facility but who may bill separately. In 2016 the Agency created the [FloridaHealthPriceFinder](#) website.

#### B. Overview/Purpose

As part of the All Payers Claims Database (APCD) effort, the Agency developed a consumer-focused website, [FloridaHealthPriceFinder](#) which provides national, state, county, and facility price information for a set of common health conditions and services.

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<sup>1</sup> U.S. Department of Health and Human Services, Office of the Assistant Secretary for Planning and Evaluation. Issue Brief: Health Insurance Coverage and the Affordable Care Act, 2010-2016. March 3, 2016.

<sup>2</sup> Health Affairs, Health Policy Brief: High-Deductible Health Plans. Robert Wood Johnson Foundation. February 4, 2016.

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The goal of the website is to produce consumer-facing prices for a set of common medical services.

The purpose of this Contract is to meet the specific eligibility requirements provided in Section 408.05(3)(c) F.S. This includes, but is not limited to, data from health care claims, as well as other statutorily required data.

### **C. Order of Precedence**

The Vendor shall perform its contracted duties in accordance with this Contract, AHCA RFP 002-25/26, including all addenda and the Vendor's Response to RFP 002-25/26. In the event of conflict among Contract documents, any identified inconsistency in this Contract shall be resolved by giving precedence in the following order:

1. This Contract, including all attachments, exhibits and any subsequent amendments;
2. AHCA RFP 002-25/26, including all addenda; and
3. The Vendor's Response to AHCA RFP 002-25/26.

## **II. Manner of Service(s) Provision:**

### **A. Services Provided by the Agency**

1. The Agency will provide the following to facilitate the Vendor in meeting the requirements of this Contract:
  - a. Monitor and evaluate the Vendor's compliance with the requirements of this Contract. The Agency reserves the right to request additional information in support of monitoring the Vendor's performance to ensure compliance with the requirements of this Contract.
  - b. Review of all deliverables (i.e. reports, invoices, documents, etc.) submitted by the Vendor. The Agency reserves the right to approve, deny or require revision to any submitted deliverables.
  - c. Provide or arrange to provide certain 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 Agency and the Vendor.
  - d. Interpret any Contract requirements at the written request of the Vendor. When an interpretation of this Contract is sought, the Vendor shall submit a written request to the Agency's designated Contract Manager.

### **B. Services Provided by the Vendor**

1. General Requirements
  - a. Consumer Pricing Website

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- i. The Vendor shall, at the discretion of the Agency, develop, implement, and maintain an interactive consumer website, under the direction of and in coordination with the Agency and as established by Florida Rules, that will display pricing information by condition and for defined service bundles of care based on collected claims data. The publication of data on the website shall be directed by the Agency and consistent with State policy as set forth in Section 408.05(3)(c), F.S., rules promulgated by the Agency, and the terms of this Contract.
- ii. The Vendor shall assist the Agency in developing guidelines on:
  - 1) The requirements for implementation/continuation of the consumer-friendly, Internet based platform; and
  - 2) How information is to be published on the consumer-friendly, Internet based platform.
- iii. The Vendor shall have the website compliant with all applicable standards contained within the Americans with Disabilities Act (ADA).
- iv. The Vendor shall have the website branding and design consistent with, or complimentary to, the Agency's established consumer website, FloridaHealthFinder; and must have seamless integration between the pricing and quality information for Florida facilities. The Agency shall have final approval authority of the design.
- v. The Vendor shall have the Internet-based platform allow a consumer to search by condition or service bundles that are comprehensible to a layperson, and where the bundling methodology is available in the public domain; and shall allow comparisons of both the estimated average payment as well as the estimated payment range for the defined service bundles.
- vi. The Vendor will have the service bundles defined in conjunction with the Agency and formulated into the rule. The bundling methodology, at a minimum, must:
  - 1) Clearly understand and incorporate use of pricing benchmarks and risk adjustment;
  - 2) Identify how the elements of each bundle are defined, such as through Current Procedural Terminology (CPT) coding standards, International Classification of Diseases, Ninth and/or Tenth Revision coding standards, Clinical Modification (ICD-9-CM and/or ICD-10-CM) coding standards, Diagnosis Related Groups (DRGs), Major Diagnostic Categories (MDCs), or any other nationally recognized coding or modifier standards;

## **ATTACHMENT B SCOPE OF SERVICES**

- a) Define the duration of each service bundle;
  - b) Define how payments are calculated; and
  - c) Define how risk adjustment is calculated and applied.
- vii. The Vendor shall provide the Agency with specifics regarding any data, formulas, and methodologies used in calculations and that are necessary to resolve any disputes or questions regarding the information on the website.
- viii. The Vendor will have the website search functionality that allows users to search for any provider, service bundle, geographic division, or any other data element as defined by the Agency and be redirected to the appropriate page or to a list of matching results. This search functionality must be displayed on all pages of the website and must include searches for content on FloridaHealthFinder.
- ix. The Vendor shall update the pricing information on the website based on the pre-determined schedule which coincides with periodic data refreshes, as well as within specified timeframes following receipt of any updated and/or corrected data.
- x. The Vendor shall have the price comparison by service bundles available on the website by geographic location such as city, county, region, or zip code, as well as by licensed facility.
- xi. The Vendor must not have the Internet-based platform require registration, a security password, or user identification; and may not limit the number of searches allowed for any user.
- xii. The Vendor shall develop a consumer survey that will be displayed on the website for the purpose of soliciting user feedback.
- xiii. The Vendor shall design the website to allow for the reporting of additional service bundles and additional pricing information in the future.
- xiv. The Vendor shall deliver a complete, up-to-date, and functional duplicate of all work products, databases, programming code, and components of the website to the Agency upon request.
- xv. The Vendor shall, when applicable, provide functionality to download data into a consumable file format such as a Microsoft Excel spreadsheet, comma separated value (CSV) file, DBF, or text file.
- xvi. The Vendor shall provide a printer-friendly version of the website.

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- xvii. The Vendor shall, when applicable, make the website mobile friendly with responsive data tables.
  - xviii. The Vendor shall have the website contain appropriate disclaimers, data sources, and methodologies, as defined in conjunction with the Agency.
- b. Website Hosting, Maintenance and Utilization Reports
- i. The Vendor shall provide for all website hosting, ongoing maintenance, and comprehensive website utilization and analytic reporting.
  - ii. The Vendor shall have the website available twenty-four (24) hours a day, seven (7) days a week except for scheduled maintenance, which shall be pre-approved by the Agency. The Vendor shall allow the Agency at least seven (7) calendar days to review and make determinations in advance of any scheduled website down time. Connectivity to FloridaHealthFinder shall also be maintained during scheduled maintenance with total downtime of less than twenty-four (24) hours during deployment.
  - iii. The Vendor shall correct verified errors that are displayed on the website within twenty-four (24) hours of notification.
  - iv. The Vendor shall ensure that the use of 'Cloud' IT infrastructure platforms comply with Government (G) level IT security graded platform regarding Health Insurance Portability and Accountability Act (HIPAA) standards.
  - v. The Vendor shall ensure that any bandwidth, hardware and software supporting the website is capable of supporting high network traffic volume, provide five (5) to fifteen (15) second response time to initial database queries with further refinements within three (3) to five (5) seconds, and capacity requirements including rapid increases in web content.
  - vi. The Vendor shall ensure that technical support is readily available to the Agency during all regular business hours, as well as for emergent needs that may occur outside of regular business hours including weekends and holidays. The Vendor shall be expected to designate a single point of contact to the Agency for technical support needs; and will be expected to provide real-time tracking of all identified issues including status of issues, evaluation of alternative solutions, any activities to mitigate or correct the issue, specific accountability and resources applied to the issue, anticipated timeframe for correction, preventative measures, and any final outcomes - throughout the duration of this Contract.
  - vii. The Vendor shall provide extensive polling and reporting on utilization of the consumer pricing website including website

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traffic volume by individual page and/or featured application, session duration, user origin (geography), new vs. returning user analysis, and analysis of user navigation trends within the site; as well as the raw data and aggregated results obtained from user surveys completed within the reporting period. Utilization statistics should be summarized to clearly identify trends in user activity and provide the Agency with actionable information; and should include, but not be limited to, the following:

- 1) Data to track or account for total users and visits over a specified range of days, including identification of new users and returning users;
- 2) Data provides for visualization of the paths users take to enter the website, from the source to navigate through various pages and functionalities on the site including duration of time spent at each, and where they exited;
- 3) Data to identify and aggregate the physical locations of users visiting the website; and
- 4) Data analysis regarding which web pages, including which specific service bundles, were most visited for the website and the paths most users took to access that specific information.

viii. The Vendor shall provide for updates to the static content on the website no later than seven (7) calendar days after Agency requests.

c. Website Enhancements, Modifications, and Revisions

- i The Vendor shall enhance, modify, and revise the FloridaHealthPriceFinder (FHPF) website in coordination with the Agency and as established by Florida Rule, that will continue to display pricing information by condition and for defined service bundles of case based on collected claims data. The publication of data on the website shall continue to be made available as directed by the Agency and consistent with State policy as set forth in Section 408.05(3)(c), F.S., rules promulgated by the Agency, and the terms of this contract.
- ii The Vendor shall provide any Agency requested enhancements, modifications, or revisions to the FloridaHealthPriceFinder website as necessary within thirty (30) calendar days of the Agency's written request.
  - 1) FloridaHealthPriceFinder (FHPF) updates may include, but are not limited to the following:
    - a) Designing, testing, and implementing the current Agency's style guide inclusive of colors and fonts,



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adding and removing any logos, images, and any context language.

- 2) The Vendor shall provide a detailed mockup of the FHPF website enhancements, modifications, or revisions, including design, navigation, and functionality for Agency approval within ten (10) calendar days after the written request.
- 3) The Vendor shall provide and submit an updated Project Management Plan to include any Deliverable schedule changes due to the requested enhancements, modifications, or revisions no later than ten (10) calendar days after Agency approval of the mockup.
- 4) The Vendor shall develop and maintain appropriate documentation for all additional enhancements, modifications, and revisions, and shall supply them to the Agency upon written request. The Agency reserves the right to request additional documentation from the Vendor in writing.
- 5) The website shall continue to remain complaint with all applicable standards contained within the Americans with Disabilities Act (ADA).

### **d. Data Collection and Data Storage**

- i. The Vendor shall establish and maintain a Florida-specific data set of health care claims information available to the Agency, the public and any interested party as defined by the Agency and the Vendor. The data set shall be capable of being expanded by adding additional claims data, directly or through arrangements with extant data sources, and from other third-party payors. The Agency shall actively oversee the Vendor to ensure compliance with state law.
- ii. The Vendor shall work with the Agency, as applicable, to identify and collect data from:
  - 1) Each health insurer that participates in the State Group Insurance Plan created under Section 110.123, F.S. or Statewide Medicaid Managed Care pursuant to part IV of Chapter 409, F.S., and their affiliates shall contribute all Florida claims data from Florida policyholders held by the insurer and its affiliates.
  - 2) The Vendor may receive Medicaid encounter data from the Agency in a timeframe and format mutually agreed upon between the Vendor and the Agency.

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- 3) The Department of Management Services must contribute claims data of the state group health insurance plan.
  - 4) Other Commercial plans and employers with health plans covered by the Employee Retirement Income Security Act (ERISA) of 1974 may voluntarily participate.
  - 5) Medicare claims data as a Qualified Entity (QE).
- iii. The Vendor shall not allow each insurer, and its affiliates, to contribute claims data which reflect the following types of coverage:
- 1) Coverage only for accident, or disability income insurance, or any combination thereof;
  - 2) Coverage issued as a supplement to liability insurance;
  - 3) Liability insurance, including general liability insurance, and automobile liability insurance;
  - 4) Workers' compensation or similar insurance;
  - 5) Automobile medical payment insurance;
  - 6) Credit-only insurance;
  - 7) Coverage for onsite medical clinics, including prepaid health clinics under Part II of Chapter 641, F.S.;
  - 8) Limited scope dental or vision benefits;
  - 9) Benefits for long-term care, nursing home care, home health care, community-based care, or any combination thereof;
  - 10) Coverage only for a specified disease or illness;
  - 11) Hospital indemnity or other fixed indemnity insurance; and
  - 12) Medicare supplemental insurance as defined under Section 1882(g)(1) of the Social Security Act, coverage supplemental to the coverage provided under Chapter 55 of Title 10, U.S.C., and similar supplemental coverage provided to supplement coverage under a group health plan.
- iv. The Vendor shall perform data refreshes and/or updates annually of all claims data, as defined in conjunction with the Agency.
- v. The Vendor shall work with the Agency, as applicable, to identify and collect data from:

## **ATTACHMENT B SCOPE OF SERVICES**

- 1) The requirements for the submission of data by insurers pursuant to Section 627.6385, F.S. and health maintenance organizations pursuant to Section 641.54, F.S. The rule needs to include, but is not limited to, data elements and definitions, any thresholds for data submissions and any insurers that are exempt from reporting based on these thresholds, submission format and schedule/timelines, review and validation process, processes related to noncompliance, and data release and use policies.
  - 2) The requirements governing the collection of data by the Vendor.
- vi. The Vendor shall assist the Agency, the State Consumer Health Information and Policy Analysis Advisory Council, and other identified public and private users regarding the types of data that should be collected and the use of such data.
- vii. The Vendor shall, in conjunction with, and subject to, the approval of the Agency, establish and manage a clear and comprehensive Data Submission Guide (also referenced to as "Guide").
- 1) The Guide shall include data submission protocols, a data dictionary, and a detailed schedule for data submission.
  - 2) The Vendor shall identify the need for, accept, and process replacement data submissions for corrections of data errors from data sources within specified timeframes.
  - 3) The Vendor shall identify policies, procedures and protocols for adding and processing additional data sources and analytical methodologies.
  - 4) The Vendor shall provide a detailed description of data audits, validation methodologies, and quality assurance activities to ensure accurate, valid, reliable and complete data is submitted.
- viii. The Vendor shall identify, track, and report to the Agency on overdue and otherwise non-compliant or invalid submissions from claims data submitters, within timeframes agreed upon by the Vendor and the Agency in writing.
- ix. The Vendor shall provide a review and validation process for data sources, and providers to be employed in each instance before any data release or public reporting.
- x. The Vendor shall be responsible for all aspects of database storage, security, and maintenance twenty-four (24) hours per

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day, seven (7) days per week; and provide regular periodic system back-ups of all electronic information and data.

e. Data Dissemination

- i. The Vendor shall establish and maintain various Florida-specific data sets of health care claims information and make such data sets available to the Agency, the public and any interested party in accordance with appropriate data release policies and procedures prescribed by the Agency, per Section 408.05 (3)(c), F.S. Specifically, the Vendor shall establish and maintain three (3) different data sets, each subject to their own requirements in terms of the data types to be included, third parties who will have access to the data sets, the means and contractual requirements for access by third parties, and applicable fees (if any). The respective data sets are: (1) De-identified Public Use Data Set; (2) Confidential Enclave Data Set; and (3) Full Claims Data Set.
- ii. The Vendor may not publish any data or report that compares and/or identifies any individual providers, hospitals, or data suppliers unless the provider, hospital, or data supplier have had not less than seven (7) calendar days to verify the accuracy of the data submitted to the Vendor; and to submit to the Agency and the Vendor comments on the reasonableness of conclusions, with corrections and supporting documentation regarding the data as appropriate.
- iii. The Vendor shall, in conjunction with the Agency, create and implement a process to govern levels of access and use of the various data sets.
- iv. The Vendor shall make the Confidential Enclave Data Set available to the Agency, the Agency's designated data analytics vendor, and qualified users as determined by the Agency. Such Confidential Enclave Data shall be accessible to qualified users within a secure Data Enclave hosted by or on behalf of the Vendor pursuant to an Enclave Access Agreement, which will define, among other things, the terms of data usage, handling, re-release, and fees associated with the data release, along with any applicable legal and financial penalties for inappropriate use and disclosures.
- v. The Confidential Enclave Data Set shall be updated once per calendar year during this Contract term. Each annual update will consist of data delivered to and validated by the Vendor by December 31<sup>st</sup> of the prior calendar year. The updated Confidential Enclave Data Set must be made available in the Vendor's Data Enclave environment not later April 1<sup>st</sup> of each year of this Contract term. Data delivered to Vendor later than December 31<sup>st</sup> of the prior calendar year will not be included in the updated Confidential Data Enclave Data Set.

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- vi. The Agency or the Agency's designated data analytics vendor shall have access to two (2) seats in the Vendor's Data Enclave at no cost to the Agency, for one (1) year of this Contract, from the date the Confidential Enclave Data Set is first made available to the Agency in the Data Enclave. If the Agency requires more than two (2) seats during such one-year period or the Agency requires access to the Vendor's Data Enclave after such one-year period, the cost of access for the Agency or the designated Agency Vendor shall be fifteen thousand dollars (**\$15,000.00**) per annual user license, and seven thousand five hundred dollars (**\$7,500.00**) annually per each additional user added to the same license, for the term of this Contract (such additional license fees referred to herein as "Additional Data Enclave Fees"). The Vendor's Data Enclave will include standard features and functionality made generally available to other users of the Data Enclave. If additional features or functionality are requested by the Agency, the Vendor shall reasonably cooperate with such requests, but will not be obligated to provide such additional features and functionality. Additional fees may apply.
- vii. The Vendor shall disseminate the Full Claims Data Set only upon appropriate written instructions provided by the Agency and provide commercially reasonable data user support and technical assistance to the Agency or its designated Vendor, upon request.
- viii. Other than requests for data displayed on and downloadable by the public from the consumer pricing website, the dissemination of data in response to all data requests received by the Vendor must be approved in advance by the Agency in writing following a determination by the Agency that such dissemination is consistent with State statutes and policies, and Federal laws. All data requests subject to Agency approval shall be submitted by the Vendor to the Agency within ten (10) calendar days of receipt by the Vendor. Any written approval for release by the Agency may, at the discretion of the Agency, limit or modify the terms of the data release requested or impose such conditions upon release as the Agency may determine in its sole discretion.
- ix. Requests for access to the Confidential Enclave Data Set received by the Vendor shall be tracked, and a summarized report of user requests including those approved, rejected, or pending approval by the Agency, will be provided to the Agency on a monthly basis, and no later than seven (7) calendar days after the end of the following month. The Vendor shall process each request for Data Enclave access that is approved in writing by the Agency within ten (10) calendar days following its receipt of such written approval from the Agency.
- x. Requests for dissemination of the Full Claims Data Set will be directed to the Agency and the Vendor shall disseminate the Full Claims Data Set only with Agency's prior written instructions.

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- xi. The Vendor shall ensure that direct patient identifiers, indirect patient identifiers, and proprietary financial information are released only in compliance with established rule, documented governance standards, Health Insurance Portability and Accountability Act (HIPAA), and data use agreement (DUA) requirements.
  - xii. The Vendor shall work with the Agency to establish data release policies and safeguards, including de-identification of personal health information (PHI) utilizing HIPAA standards in accordance with 45 CFR 164.514 and other applicable privacy laws and policies.
  - xiii. The Vendor shall ensure that data accesses are strictly controlled and limited to staff who have undergone appropriate training, clearance, and background checks.
  - xiv. The Vendor shall reasonably assist the Agency in providing claims data analytics for statutorily required research projects.
- f. Florida All Payer Claims Database Annual Report
- i. The Vendor shall publish a report by July 1st each year, identifying the health care services with the most significant price variation both statewide and regionally, per Section 408.05(3)(m), F.S.
  - ii. The Vendor shall provide the Agency with an Annual Report of the data from the All-Payer Claims Database (APCD) legislation enacted by the state of Florida. APCDs are large-scale databases that systematically collect health care claims data from a variety of health care payers and contain data about health care services delivered by most health care providers in the state. They are often used for trend analyses in order to provide meaningful information for policymakers, consumers, employers, providers, researchers, and other stakeholders to better understand the state's health care market.
  - iii. The Annual Report shall include, but are not limited to the following:
    - 1) Purpose
    - 2) Background
    - 3) Methodology
    - 4) Variation in Statewide Prices
      - a) Emergency Services
      - b) Imaging

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- c) Labs & Tests
  - d) Office Visits
  - e) Pain Management & Physical Medicine
  - f) Procedures
  - g) Reproductive Health & Childbirth
  - h) Screenings & Preventative Medicine
  - i) Vaccinations
  - j) Durable Medical Equipment
- 5) Variation in Prices by Region
  - a) Emergency Services
  - b) Imaging
  - c) Labs & Tests
  - d) Office Visits
  - e) Pain Management & Physical Medicine
  - f) Procedures
  - g) Reproductive Health & Childbirth
  - h) Screenings & Preventative Medicine
  - i) Vaccinations
  - j) Durable Medical Equipment
- iv. The Vendor will submit a draft of the Annual Report to the Agency for approval by May 1st each year. The Agency will have thirty (30) calendar days to review the Annual Report and submit any requested updates back to the Vendor.
- v. The Vendor will provide a final/approved copy of the Annual Report to the Agency and publish the Annual Report on the FloridaHealthPriceFinder website by July 1st each year.
- vi. The Vendor shall not be owned or operated by any health plan, health insurer, health maintenance organization, or any entity authorized to provide health care coverage in any state or any director, employee, or other person who has the ability to direct

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or control a health plan, health insurer, health maintenance organization, or any entity authorized to provide health care coverage in any state.

- vii. The Vendor shall be qualified under s. 1874 of the Social Security Act, 42 U.S.C. 1395kk, to receive Medicare claims data and receive claims, payment, and patient cost-share data from multiple private insurers nationwide. The agency shall select the vendor through a competitive procurement process.
  - 1) A national database consisting of at least 15 billion claim lines of administrative claims data from multiple payors capable of being expanded by adding claims data, directly or through arrangements with extant data sources, from other third-party payors, including employers with health plans covered by the Employee Retirement Income Security Act of 1974 when those employers choose to participate.
  - 2) A well-developed methodology for analyzing claims data within defined service bundles that are understandable by the general public.
  - 3) A bundling methodology that is available in the public domain to allow for consistency and comparison of state and national benchmarks with local regions and specific providers.
- viii. The Vendor shall, at the direction of the Agency, research and identify additional state and national data sources that would bring value and additional insight to Florida's all payer claims database data.

### **g. Staffing Requirements**

- i. The Vendor shall meet the following staffing requirements at a minimum:
  - 1) To conduct all aspects of this Contract in a timely, efficient, productive, consistent, courteous, and professional manner as representatives of the State.
  - 2) To be prepared at all times to recruit highly qualified staff to provide and implement all aspects and services required in this Contract within the stated timeframes; as required under applicable State and Federal laws and/or regulations, and as defined in this Section.
  - 3) To maintain staffing levels sufficient to complete the services and meet the requirements specified in this Contract.



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- 4) To make its staff available to meet with Agency staff on a schedule, as agreed to by the Agency and the Vendor, to review reports and all other obligations under this Contract as requested by the Agency.
  - 5) To meet in person or by telephone at the request of the Agency, at least monthly, to discuss the status of this Contract, Vendor performance, benefits to the Agency, necessary revisions, reviews, reports, and planning.
- ii. To have the following key staffing positions:
- 1) Project Manager
    - a) The Vendor shall employ one (1) Project Manager. The Project Manager shall be responsible for coordinating all activities between the Agency and the Vendor.
    - b) The Project Manager shall be certified by the Project Management Institute as a Project Management Professional; and shall be experienced in working with integration and management of large data sets; experience in system quality and performance measurement; health care data privacy; data security; gathering and combining data from multiple sources; and web-based, health data reporting.
    - c) The Project Manager shall possess the additional following qualifications:
      - i) A bachelor's degree or equivalent work experience.
      - ii) At least four (4) years organizing and managing teams of experts to fulfill client expectations and contract requirements for health care data analytics projects.
      - iii) At least four (4) years working directly with large Issuers to obtain data for client analytic needs.
    - d) The Project Manager shall possess the authority to revise processes or procedures and assign additional resources as needed to maximize the efficiency and effectiveness of services required under this Contract.
    - e) The Project Manager shall capture and disseminate information pertaining to issues and

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risks with contingency and mitigation plans defined by the Project Team.

- f) The Project Manager shall develop and maintain an Information Technology (IT) Project Plan with a Work Breakdown Structure (WBS) and associated costs within three (3) weeks of execution of this Contract. The Project Plan shall show coordination, planning, executing, and controlling of the project per [Florida Administrative Code Rule 60GG-1.004](#).
- g) The Project Manager shall coordinate activities of the Project Team, under the direction of the Agency, including developer(s), business units, and stakeholders, following an approved project governance structure.
- h) The Project Manager shall monitor and collaborate on the Agency Division of Information Technology (IT) Information Systems Development Methodology (ISDM) compliance, if applicable. Work products will be in the Agency ISDM template format unless otherwise approved by the ISDM Compliance Unit Manager.
- i) The Project Manager shall oversee development and recording of meeting agenda(s), decision point documentation and summaries for the Project Team, as applicable.
- j) The Project Manager shall disseminate information to all Team members through transmittal methods directed by the Agency per the project communication plan.
- k) The Project Manager shall coordinate the completion of work with any other Agency vendors to implement the system improvements and/or new systems, as necessary, for the successful completion of all components of this project.
- l) The Project Manager shall develop plans to design, test and pilot the required systems and update as necessary.
- m) The Project Manager shall develop a training plan, including developing training material(s). All training materials shall be pre-approved by the Agency prior to use.

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- n) The Project Manager shall be required to submit all required project management reporting to the Florida Department of Management Services (DMS), Florida Digital Service (FDS) per [Florida Administrative Code Rule 60GG-1.004](#).
- o) The Project Manager shall meet with the Agency staff in person or by telephone at the request of Agency representatives to discuss issues pertinent to this Contract.
- p) The Project Manager shall create a Project Management Plan, and shall be responsible for the overall Project Management to ensure successful completion of all deliverables throughout the duration of this Contract. With an initial Project Management Plan, a Plan Schedule, and a Requirements Traceability Matrix due within fifteen (15) calendar days after Contract execution.
- i) The Vendor shall also deliver a quarterly Project Management Plan report no later than fifteen (15) calendar days following the end of each quarter end. The report will include a summary of applicable completed, upcoming, missed and at-risk Contract milestones, and any Agency approved Project Management Plan changes regarding Contract milestones or completion dates of such milestones. The Vendor will be available to review the report with the Agency if requested. The Agency shall review and notify the Vendor of any errors, discrepancies or necessary requirements to the Project Management Plan Report within fifteen (15) calendar days of receipt, and the Vendor will work with the Agency to resolve any conflicts and modify the report as appropriate within fifteen (15) calendar days of such notification.
- ii) The Vendor shall employ a sound project management methodology similar to methods noted in Rule 60GG-1-1, Florida Administrative Code; and addresses, at a minimum: planning, initiation and implementation, maintenance, and change management. Specifically, this will cover assessment of the deliverables, timeframes, and milestones; issue identification, alternatives analysis, and

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resolution; resource allocation and deployment; quality assurance activities; reporting of project status and other regular communications with the Agency and stakeholders, as appropriate; automated tools, including the use of specific software applications that facilitate the management of implementation activities; and a project sustainability plan to address ongoing operations.

- iii) The Vendor shall be expected to formulate the Project Management Plan in conjunction with the Agency, and to produce any project management-related documents as required by the Agency.
- iv) The Vendor shall only make updates to the Project Management Plan, Plan Schedule with regards to Contract milestones, and a Requirements Traceability Matrix upon written approval of the Agency; and shall be made available to the Agency no later than ten (10) calendar days after written approval and included in the scheduled Project Management Plan Report.
- v) The Vendor shall be expected to complete any required reporting to the state's Florida Department of Management Services (DMS), Florida Digital Service (FDS), as required by statute and rule, according to the Agency's sufficiency, in not more than thirty (30) calendar days after the Agency Request.
- vi) The Vendor shall be responsible for the overall Project Management to ensure successful completion of all deliverables throughout the duration of this Contract, with an initial Project Management Plan, a Plan Schedule, and a Requirements Traceability Matrix due within thirty (30) calendar days after Contract execution.
- vii) The Vendor shall provide a Project Management Plan, a Plan Schedule, and a Requirements Traceability Matrix due no later than fifteen (15) calendar days after Contract execution; and thereafter, a Project Management Plan Report will be

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submitted on a quarterly basis for the remainder of the contract.

- 2) Database Administrator
- a) The Vendor shall assign one (1) Database Administrator responsible for the performance, integrity and security, planning and development of the database described in this Contract. The Database Administrator shall also be involved in troubleshooting any issues on behalf of data users. The Vendor's Database Administrator shall follow all Agency Health Insurance Portability and Accountability Act (HIPAA) and Agency Division of IT guidelines and procedures concerning database administration and Florida Department of Management Services (DMS), Florida Digital Service (FDS) per [Florida Administrative Code Rule 60GG-1.004](#).
  - b) The Database Administrator shall possess the additional following qualifications:
    - i) A bachelor's degree or higher from an accredited university and/or minimum of three (3) years of Network experience in lieu of the education requirement;
    - ii) Minimum of four (4) years of experience in administration for Structured Query Language (SQL) Server and MySQL databases; and writing, optimizing and deploying SQL scripts;
    - iii) Minimum of four (4) years of experience installing and maintaining database environments; and
    - iv) Minimum of four (4) years of experience in managing security and access to databases and database environments.

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- 3) Data Analysts
  - a) The Vendor shall assign and dedicate at least two (2) Data Analysts for the calculations of pricing data and information as required in this Contract.
  - b) The Data Analysts will possess the additional following qualifications:
    - i) A bachelor's degree or equivalent work experience;
    - ii) At least four (4) years performing health data analytics, data analysis, data querying for a government or private sector health care payer or provider, including at least two (2) years on a project similar in scope and size to this project; and
    - iii) At least two (2) years working with the Vendor's health care analytics models, tools, and technology.
  - c) The Data Analysts shall meet with the Agency staff in person or by telephone at the request of Agency representatives to discuss issues pertinent to this Contract.
- 4) Web Designer
  - a) The Vendor shall have staff responsible for planning and executing website design; and maintaining and updating the website and functionality at the direction of the Agency, and specifically the Agency Division of IT.
  - b) The Web Designer shall have:
    - i) Expert experience in mobile/web design and development;
    - ii) Experience working with project and development teams in an agile environment;
    - iii) Knowledge of web graphics, applications, and solid understanding of information architecture, usability practices, design thinking framework, or other human-centered design techniques; and

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- iv) Experience in programming languages such as HTML5, CSS3, Javascript, and/or basic knowledge of C#.
  - v) Experience using different development tools and following the W3C standards.
  - vi) Experience in websites structure of information and files, ensuring that the content conforms to the Agency Division of IT established standards and procedures.
  - vii) Experience in maintaining optimal site performance, testing content to ensure clear display and fast page loading times, using different browsers and devices, checking for accessibility requirements, checking for broken links, reviewing website statistics, and monitoring usage and traffic levels.
- 5) Administrative Staff
- a) The Vendor shall have appropriate administrative staffing, to ensure accurate and timely processing of all contract related reports, invoicing, payment, and correspondence.
  - b) The Vendor's staff shall be sufficient to ensure high quality customer service and timely processing of data access controls, and data requests, etc.
- iii. The Vendor shall notify the Agency in writing of any key staff resignations, dismissals, or any personnel changes within one (1) business day of the occurrence. Should the Project Manager position become vacant, the Vendor shall notify the Agency immediately and provide information on the replacement within ten (10) business days.
- iv. The Vendor shall provide knowledgeable staff members, who will be available to assist Agency staff in responding to technical questions or disputes at their office location, during normal business hours. Normal business hours are defined as Monday through Friday, 8:00 AM to 5:00 PM, Eastern Time (ET), excluding the State of Florida observed holidays.
- v. In the event the Agency determines the Vendor's staff or staffing levels are not sufficient to properly complete the services specified in this Contract, the Agency will advise the Vendor in writing, and the Vendor shall have thirty (30) calendar days to remedy the identified staffing deficiency, or deficiencies, to the satisfaction of the Agency. The Vendor shall replace any personnel whose

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continued presence would be detrimental to the success of this Contract.

### **h. Meetings and Progress Reports**

- i. The Vendor shall attend all scheduled meetings delivered by the Agency.
- ii. The Vendor shall provide monthly progress reports throughout the term of this Contract, unless an alternate periodicity is requested and/or approved by the Agency in writing.
  - 1) At a minimum, progress reports shall include progress on planned activities for the reporting period, tasks and activities completed during the reporting period, any barriers or challenges encountered that have delayed or might delay the project, and recommendations for project improvement and/or enhancements.
  - 2) The Vendor shall clearly document if a task has not been completed on schedule, shall provide justification for the delay, and, if requested by the Agency, shall provide a corrective action plan. The progress reports shall also include planned activities to be completed for the next reporting period along with any reasonably anticipated challenges and proposed strategies to mitigate any challenges identified.
  - 3) The Agency reserves the right to modify the meeting schedule and/or revise the progress report requirements as needed.
- iii. Monthly meetings, conference calls, progress reports, and corrective action plans are not considered deliverables for purposes of payment.

### **i. System Modifications**

- i. When the Agency and/or Vendor determines a need to upgrade or make changes to any part of its web-based system, the changes must be scheduled to occur after 10:00 PM, Eastern Time (ET), and before 6:00 AM, Eastern Time (ET), unless a different time is approved by the Agency in writing. Providers and Agency staff shall be notified by email twelve (12) hours prior to any scheduled maintenance.
- ii. The Agency reserves the right to request system changes or modifications not otherwise specified or required in this Contract on an as needed basis. In the event that changes or modifications requested by the Agency would require additional staff commitment beyond that which is proposed by the Vendor, the Agency will allow the Vendor ten (10) calendar days to provide a



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cost analysis of the changes and a timeline for completing the changes. If the Vendor's response is accepted by the Agency, the change or modification shall be reduced to writing in an amendment.

- iii. The Vendor's work will be managed by the Agency Contract Manager who shall issue written authorization to work in the form of an individual Task Assignment, using **Exhibit B-2, Task Assignment Form**. The cost for services provided through Task Assignments shall not exceed the rate specified below in **Exhibit B-1 Deliverables and Performance Standards, Deliverable Number 4**.
- iv. The Vendor is not authorized to begin work on any Task Assignment prior to receiving written approval for the Task Assignment from the Agency. The Vendor is also not authorized to perform work on any Task Assignment beyond the services completion date identified in the individual Task Assignment, unless approved in advance, in writing, by the Agency.
- v. Task Assignments may be modified with advance written approval by the Agency. If modifications are acceptable to the Agency, the Agency will issue a modified Task Assignment to the Vendor with a revision date to indicate the date of approval. The Vendor shall not perform the modified services until a revised Task Assignment has been issued by the Agency.
- vi. Deliverables completed for a Task Assignment shall be submitted to the Agency for review and approval, in accordance with the timeframes established in the applicable Task Assignment.
- vii. Agency-approved Task Assignments shall be invoiced by the Vendor upon the completion of all work required in the Task Assignment.
- viii. If, in its reasonable discretion, the Agency determines that any submitted Deliverable does not meet the agreed upon expectations of the Task Assignment, the Agency shall have five (5) business days after the Vendor's submission to give written notice to the Vendor specifying the deficiencies in reasonable detail.

Vendor shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, Vendor shall resubmit the Deliverable for review as set forth above.

Notwithstanding the foregoing, if the Agency fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

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### **C. Deliverables**

Deliverables are included as **Exhibit B-1**, Deliverables and Performance Standards, to this Attachment.

### **D. Reporting**

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

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

All electronic transmission of reports and supporting documentation containing 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 2016 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.

The Vendor shall develop reports, using formats approved in advance by the Agency, complying with the requirements established by the Agency. Report formats shall be finalized and approved by the Agency no later than thirty (30) calendar days after execution of the Contract resulting from this solicitation, unless otherwise agreed to by the Agency.

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

All reports shall be developed and produced at no cost to the Agency.

#### **2. Monthly Reporting**

- a. The Vendor shall provide monthly progress reports throughout the term of the resulting contract, unless an alternate periodicity is requested and/or approved by the Agency in writing. At a minimum, progress reports shall include:
  - i. Progress on planned activities during the reporting period;
  - ii. Any barriers or challenges encountered that have delayed or might delay the project along with any recommended mitigation strategies;

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- iii. Planned activities for the next reporting period along with any reasonably anticipated challenges and proposed mitigation strategies;
  - iv. Any other recommendations for project improvement or enhancement;
  - v. Utilization of the analytics service and access to available health data reports.
- b. The Vendor shall clearly document if a task has not been completed on schedule, shall provide a justification for the delay, and if requested by the Agency, shall provide a corrective action plan.
  - c. Monthly reports shall be due on the 10<sup>th</sup> of each month following the reporting month. The Agency reserves the right to modify the reporting schedule and/or report requirements as needed.

Monthly reports, participation in progress status meetings, participation on conference calls, and development of corrective action plans are not considered deliverables for purposes of payment.

### **3. Quarterly Reporting**

- a. The Vendor shall submit quarterly reports to the Agency. At a minimum, quarterly reports shall include the following:
  - i. Progress on planned activities during the reporting period;
  - ii. Any barriers or challenges encountered that have delayed or might delay the project along with any recommended mitigation strategies;
  - iii. Planned activities for the next reporting period along with any reasonably anticipated challenges and proposed mitigation strategies;
  - iv. Any other recommendations for project improvement or enhancement;
  - v. Utilization of the analytics service and access to available health data reports.
- b. Quarterly reports shall be due thirty (30) calendar days following the end of the preceding quarter.

### **4. Annual Reporting**

- a. The Vendor shall submit an annual report to the Agency. At a minimum, annual reports shall include the following:
  - i. Progress on planned activities during the reporting period;
  - ii. Any barriers or challenges encountered that have delayed or might delay the project along with any recommended mitigation strategies;

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- iii. Planned activities for the next reporting period along with any reasonably anticipated challenges and proposed mitigation strategies;
  - iv. Any other recommendations for project improvement or enhancement;
  - v. Utilization of the analytics service and access to available health data reports.
- b. Annual reports shall be due forty-five (45) calendar days following the end of each resulting Contract year.

### **5. Ad Hoc Analysis and Reports**

- a. The Agency reserves the right to request the Vendor to conduct ad hoc analyses and provide ad hoc reports. In such instances, the Agency will make the request in writing and will establish a deadline for submission.
- b. The Vendor shall provide ad hoc analyses and reports on an as needed basis at no additional cost to the Agency. Ad hoc analyses and reports may be requested on any aspect of the data collected by the Vendor.
- c. Ad hoc reports shall be submitted to the Agency within fourteen (14) calendar days from the time of the request, unless the Agency directs the Vendor to provide the data or information in less than fourteen (14) calendar days.
- d. At the Agency's request, the variables calculated as part of ad hoc reports may be required for inclusion in standard reports.

### **E. Monitoring**

The Agency shall conduct monthly desktop monitoring, including, but not limited to, compliance with meeting requirements and work product reviews.

### **III. Method of Payment:**

This is a fixed price, unit cost Contract. The Agency shall pay the Vendor, in arrears, upon the completion and acceptance of deliverables. For Deliverable 4 services, tasks and deliverables specific to the work required by the Agency shall be specified in **Exhibit B-2**, Task Assignment Form, and shall be calculated using the hourly rates included in **Exhibit A-5**, Cost Proposal. For any Task Assignments through which the Vendor is authorized by the Agency to provide software or services only available through a third-party supplier may be reimbursed, at cost, upon the submission of complete invoices and documentation of the costs for which the Vendor is seeking reimbursement.

### **A. 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).

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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;
  - 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, Florida Statutes (F.S.).
  3. Payments will be authorized only for services that are in accordance with the terms and conditions of this 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 this Contract.

### **B. Late Invoicing**

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 from 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.

If the Vendor is unable to meet the invoice submission deadlines specified in this Contract, the Vendor shall notify the Agency in writing prior to the deadline explaining the circumstances and requesting an extension to the deadline.

### **C. Cost Reimbursement**

1. For all software or services, which are not priced by the Vendor but by a third-party provider, the Vendor shall submit written quotes from the third-party provider to the Agency prior to the commencement of any work.

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2. Third-party quotes must specify all costs associated with providing the commodity or service, as well as the time period in which commodities or services will be delivered to or performed for the Agency.
3. All such purchases made by the Vendor in relation to the performance of a Task Assignment shall be approved in writing by the Agency prior to any such order being placed by the Vendor with the third-party provider.
4. The Agency will reimburse the Vendor for purchases made with a third-party provider, provided that the purchase was made by the Vendor in accordance with the requirements of the Contract.
5. The Vendor shall submit a detailed invoice to the Agency that documents the type of commodity or service procured, quantity, unit costs, total cost, and service performance date(s). To be eligible for cost reimbursement, all third-party invoices and supporting documentation shall be submitted to the Agency with the Vendor's invoice.

**D. Financial Consequences such as Liquidated Damages**

**1. Performance Standards and Liquidated Damages**

- a. The Vendor shall comply with all requirements and performance standards set forth in the Contract.
- b. 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.
- c. 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 1**, Performance Standards and Liquidated Damages, below.

| <b>TABLE 1<br/>PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES</b>                                                                                                                                                                                                            |                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Performance Standard Requirement</b>                                                                                                                                                                                                                                    | <b>Liquidated Damages to be Imposed</b>                                                                                                    |
| <b>Performance Bond</b>                                                                                                                                                                                                                                                    |                                                                                                                                            |
| A performance bond in the amount of ten percent (10%) of the total annual amount of the Contract shall be furnished to the Agency by the Vendor within thirty (30) calendar days after execution of the Contract and prior to commencement of any work under the Contract. | <b>\$500.00</b> per calendar day for each calendar day after the due date until an acceptable performance bond is furnished to the Agency. |
| A performance bond shall be furnished on an annual basis, thirty (30) calendar days prior to the new Contract year and be in                                                                                                                                               | <b>\$500.00</b> per calendar day for each calendar day after the due date until an                                                         |

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| <b>TABLE 1<br/>PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES</b>                                                                                                                                 |                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Performance Standard Requirement</b>                                                                                                                                                         | <b>Liquidated Damages to be Imposed</b>                                                                                                                                                                                                                                                                               |
| the amount of ten percent (10 %) of the current annual Contract amount.                                                                                                                         | acceptable performance bond is furnished to the Agency.                                                                                                                                                                                                                                                               |
| <b>HIPAA</b>                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                       |
| The Vendor shall comply with the provisions of Health Insurance Portability and Accountability Act (HIPAA) / Health Information Technology for Economic and Clinical Health (HITECH).           | <b>\$500.00 to \$5,000.00</b> , per incident, per occurrence, depending upon the severity. In addition, Federal penalties may apply in accordance with the HIPAA Act of 1996.                                                                                                                                         |
| The Vendor shall not inappropriately release PHI.                                                                                                                                               | <b>\$500.00 to \$5,000.00</b> , per incident, per occurrence, depending upon the severity.                                                                                                                                                                                                                            |
| <b>Records</b>                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                       |
| The Vendor shall comply with public records laws, in accordance with Section 119.0701, F.S.                                                                                                     | <b>\$5,000.00</b> for each incident in which the Vendor does not comply with a public records request.                                                                                                                                                                                                                |
| <b>Background Screening</b>                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                       |
| The Vendor shall complete initial and renewal background screenings within required timeframes.                                                                                                 | <b>\$500.00</b> per occurrence.                                                                                                                                                                                                                                                                                       |
| The Vendor shall submit policies and procedures within thirty (30) calendar days of this Contract execution.                                                                                    | <b>\$250.00</b> per calendar day beyond the due date.                                                                                                                                                                                                                                                                 |
| <b>Security Rating Score</b>                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                       |
| The Vendor shall obtain a security rating score from the Agency's selected information security rating service annually and maintain an "A" or "B" security rating score.                       | <b>\$5,000.00 per occurrence</b> , and <b>\$250.00</b> per calendar day until the Vendor obtains the annual security rating score.<br><br>An additional <b>\$2500.00</b> if the Vendor does not have an "A" or "B" security rating score within three (3) months after an initial failure notification by the Agency. |
| <b>Information Security Compliance Documentation</b>                                                                                                                                            |                                                                                                                                                                                                                                                                                                                       |
| Annually submit information security compliance documentation (SOC2 Type II) as agreed upon, in writing, between the Vendor and the Agency by [October 1 <sup>st</sup> ] of each Contract year. | <b>\$1,000.00 per calendar day</b> for each calendar day beyond the due date.                                                                                                                                                                                                                                         |
| <b>Corrective Action Plan</b>                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                       |
| The Vendor shall comply with the requirements as outlined in Attachment B, Scope of Services, Section VII., Corrective Action Plan (CAP).                                                       | <b>\$500.00 per calendar day</b> for each calendar day that the approved CAP is not implemented to the satisfaction of the Agency.                                                                                                                                                                                    |

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| <b>TABLE 1<br/>PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES</b>                                                                                                                                                                                                                                                                                                                                                 |                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| <b>Performance Standard Requirement</b>                                                                                                                                                                                                                                                                                                                                                                         | <b>Liquidated Damages to be Imposed</b>                                                               |
| Implement the approved Corrective Action Plan (CAP) by the Agency specified date.                                                                                                                                                                                                                                                                                                                               |                                                                                                       |
| <b>Implementation</b>                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                       |
| At the beginning of the Contract term, the Vendor shall provide an initial Project Management Plan as required in <b>Attachment B, Scope of Services, Section II., Manner of Service(s) Provision, Sub-Section B., Services Provided by the Vendor, Item 1., General Requirements, Sub-Item g., Staffing Requirements.</b>                                                                                      | <b>\$500.00 per calendar day</b> beyond the due date.                                                 |
| The Vendor shall develop, implement, and maintain an Interactive Consumer Pricing Website as outlined in <b>Attachment B, Scope of Services, Section II Manner of Service(s) Provision, Section B - Services Provided by the Vendor, General Requirements 1.</b>                                                                                                                                                | <b>\$1,000.00 per calendar day</b> the website is not operating or deemed unacceptable by the Agency. |
| <b>Reports</b>                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                       |
| The Vendor shall publish the Florida APCD Annual Report by July 1 <sup>st</sup> each year, identifying the health care services with the most significant price variation both statewide and regionally, per Section 408.05(3)(m), F.S., as outlined in <b>Attachment B, Scope of Services, Section II Manner of Service(s) Provision, Section B - Services Provided by the Vendor, General Requirements 6.</b> | <b>\$500.00 per calendar day</b> beyond the due date.                                                 |

**2. Sanctions**

- a. In the event the Agency identifies a violation of or other non-compliance with the Contract (to include the failure to meet performance standards), the Agency may sanction the Vendor pursuant to Section 409.912(4), F.S. The Agency may impose sanctions in addition to any liquidated damages imposed pursuant to the Contract.
- b. For purposes of this **Item**, violations involving individual, unrelated acts shall not be considered arising out of the same action.
- c. If the Agency imposes monetary sanctions, the Vendor must pay the monetary sanctions to the Agency within thirty (30) calendar days from



## **ATTACHMENT B SCOPE OF SERVICES**

receipt of the notice of sanction, regardless of any dispute in the monetary amount or interpretation of policy which led to the notice. If the Vendor fails to pay, the Agency, at its discretion, reserves the right to recover the money by any legal means, including but not limited to the withholding of any payments due to the Vendor. If the Deputy Secretary determines that the Agency should reduce or eliminate the amount imposed, the Agency will return the appropriate amount to the Vendor within sixty (60) calendar days from the date of a final decision rendered.

### **3. Disputes**

- a. To dispute liquidated damages, sanctions and/or contract interpretations, the Vendor must request that the Agency's Deputy Secretary for Health Care Policy & Oversight, or designee, hear and decide the dispute.
- b. The Vendor must submit a written dispute directly to the Deputy Secretary, listed below, 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, sanctions and/or contract interpretations and shall include all arguments, materials, data, and information necessary to resolve the dispute (including all evidence, documentation and exhibits). The 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:

Deputy Secretary for Health Care Policy & Oversight  
Agency for Health Care Administration  
2727 Mahan Drive, Mail Stop 16  
Tallahassee, FL 32308

Regardless of whether delivered by U.S. mail or commercial courier service, appeals or disputes not delivered to the address above will be denied.

- c. The Vendor waives any dispute not raised within twenty-one (21) calendar days of issuance of liquidated damages, sanctions and/or contract interpretations. It also waives any arguments it fails to raise in writing within twenty-one (21) calendar days of receiving the liquidated damages, sanctions and/or contract interpretations, and waives the right to use any materials, data, and/or information not contained in or accompanying the Vendor's submission submitted within the twenty-one (21) calendar days following its receipt of the liquidated damages, sanctions and/or contract interpretations in any subsequent legal, equitable, or administrative proceeding (to include Circuit Court, Federal court and any possible administrative venue).
- d. The Deputy Secretary or his/her designee will decide the dispute under the reasonableness standard, reduce the decision to write and serve a copy to the Vendor. This written decision will be final.

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- 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 Deputy Secretary or his/her designee, will be Circuit Court in Leon County, Florida. In any such action, the Vendor agrees to waive its right to a jury trial, and that the Circuit Court can only review the final decision for reasonableness, and Florida law shall apply. In the event the Agency issues any action under Florida Statutes or Florida Administrative Code apart from the Contract, the Agency will notice the Vendor of the appropriate administrative remedy.

**IV. Attorney's Fees**

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

**V. 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 this 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.

**VI. Damages for Failure to Meet Contract Requirements**

In addition to remedies available through this 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.

**VII. Corrective Action Plan (CAP)**

- A. If the Agency determines that the Vendor is out of compliance with any of the provisions of this 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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**VIII. Performance Bond**

- A.** A performance bond in the amount specified in **Table 2**, Performance Bond Requirements, below, shall be furnished to the Agency by the Vendor for the specified Contract term.

| <b>TABLE 2<br/>PERFORMANCE BOND REQUIREMENTS</b> |                                         |                                      |
|--------------------------------------------------|-----------------------------------------|--------------------------------------|
| <b>Contract Term</b>                             | <b>Estimated Annual Contract Amount</b> | <b>Performance Bond Amount (10%)</b> |
| <b>Year 1</b>                                    | <b>TBD</b>                              | <b>TBD</b>                           |
| <b>Year 2</b>                                    | <b>TBD</b>                              | <b>TBD</b>                           |
| <b>Renewal Year 1</b>                            | <b>TBD</b>                              | <b>TBD</b>                           |
| <b>Renewal Year 2</b>                            | <b>TBD</b>                              | <b>TBD</b>                           |
| <b>Renewal Year 3</b>                            | <b>TBD</b>                              | <b>TBD</b>                           |

**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 initial performance bond shall be in the amount of ten percent (10%) of the current 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, FL 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 this 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(s) 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 this Contract prior to the end of this Contract period, an assessment against the bond will be made by the Agency to cover the costs of selecting

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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.

### **IX. Contract Transition**

- A.** At the time of this Contract's completion, the Vendor shall cooperate with the Agency in transitioning responsibilities of this Contract to the Agency or another vendor.
- 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 this Contract. This obligation survives termination of this Contract.
- C.** Prior to the ending or termination of this Contract, the Vendor shall meet with the new vendor or the Agency's designated representative(s) to develop a HIPAA compliant, written agreement that sets forth how the entities will cooperate to ensure an effortless transition. The agreement must be approved by the Agency prior to execution and shall include at a minimum, the following:
  - 1.** Designated point of contact for both entities;
  - 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.

### **X. System Functionality**

- A.** The Vendor shall have the capacity (hardware, software, and personnel) sufficient to access and generate all data and reports needed for this 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.
- D.** The Vendor shall ensure an annual information security compliance audit is performed on the application hosting center. The Vendor shall provide a copy of the most recent audit report to the Agency.

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**XI. 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 Vendor 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 to 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 the completed form to the Agency's Information Security Manager (ISM). 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 Agency staff 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.
- 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.

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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](http://ahca.myflorida.com).
13. Chrome, Firefox, Safari and Microsoft Edge 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 have prior approval 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;
  - 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;

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3. SQL 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 information technology ("IT") resources, provide immediate notice to the ISM, of any allegation or suspected violation of security procedures of the Agency. Except as required by law and after notice to the Agency, the 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 this Contract work according to applicable rules, including, but not limited to, Rule 60GG-2, Florida Administrative Code (FAC) 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 this 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.

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- 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 this 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. All Vendor personnel who will have access to State-owned Data will undergo the background checks and screenings described in this Contract.
- J.** The Vendor shall ensure that call centers, Information Technology (IT) help desks or any other type of customer support provided directly under this 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 the most recent version of NIST SP 800-53.
- 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.
- 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



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and disclosures on PHI (45 Code of Federal Regulations (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 II**, Business Associate Agreement).

- 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.** The Agency may conduct an initial IT security risk score scan on the Vendor, as well as periodic or continuous security monitoring through an information security rating service, at the Agency's expense, to enable the Agency to effectively measure and mitigate the Vendor's security risks. The Vendor will work with the Agency's Security Rating Score Provider to define the relevant Vendor assets providing Agency services. If the Vendor does not maintain an “A” or “B” security rating score, the Agency will impose liquidated damage(s) and/or other applicable sanction(s).

### **XII. 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 this Contract. The records backup standards and a comprehensive disaster recovery plan shall be developed and maintained by the Vendor for the entire period of this Contract and submitted for review annually by the anniversary date of this Contract.
- B.** The Vendor shall maintain a disaster recovery plan for restoring day-to-day operations including alternative locations for the Vendor to conduct the requirements of this 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 this 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 this 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.

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- 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 **Section XII.**, Disaster Recovery, **Sub-Section A.**

### **XIII. Smartphone Applications**

The Vendor shall receive written approval from the Agency Division of Information Technology before implementation of a smartphone application. 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:

- A.** The smartphone application shall disclaim that the application being used is not private and that no PHI or Personally Identifiable Information (PII) should be published on this application by the Vendor or provider; and
- B.** 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](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>

### **XIV. Social Networking**

All social networking applications, tools or media interactions and communications must be approved in writing by the Agency, 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.

In addition to all other review and monitoring aspects of this Contract, the Agency, at its discretion, reserves the right to monitor or review the Vendor's monitoring of all social networking activity without notice.

The Vendor shall not conduct business relating to this Contract 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.

Any violations of this provision shall subject the Vendor to administrative action by the Agency as determined by the Agency.

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**XV. Definitions and Acronyms**

**A. Definitions**

**Ad Hoc** – A report designed for a specific purpose, case, or situation.

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

**Agency Information Technology (IT) Enterprise** – Any interconnected system(s) or subsystem(s) or equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the Agency.

**Business Day** – Traditional workday, including Monday, Tuesday, Wednesday, Thursday, and Friday. State holidays are excluded.

**Calendar Day** – All seven days of the week. 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.

**Contract** – The written agreement between the Agency and the Vendor comprised of the Contract, any addenda, appendices, attachments, or amendments thereto.

**Contract Amendment** – Any written alteration in the specifications, delivery point, rate of delivery, Contract period, price, quantity, or other Contract provisions of any existing Contract.

**Contract Manager** – An individual designated to act as liaison between the Agency and the Vendor and is responsible for the management of this Contract.

**Interoperability** – The ability of a system to work with or use the parts or equipment of another system and characterized by seamless coordination and integration with other systems.

**Vendor** – The entity that contracts directly with the Agency for the work specified within this Contract.

**B. Acronyms**

|             |                                     |
|-------------|-------------------------------------|
| <b>Apps</b> | Applications                        |
| <b>BAA</b>  | Business Associate Agreement        |
| <b>CAP</b>  | Corrective Action Plan              |
| <b>CFR</b>  | Code of Federal Regulations         |
| <b>CJIS</b> | Criminal Justice Information System |
| <b>DPPA</b> | Driver Privacy Protection Act       |

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|               |                                                                |
|---------------|----------------------------------------------------------------|
| <b>EEO</b>    | Equal Employment Opportunity                                   |
| <b>FAC</b>    | Florida Administrative Code                                    |
| <b>FIPS</b>   | Federal Information Processing Standards                       |
| <b>FS</b>     | Florida Statutes                                               |
| <b>HIPAA</b>  | Health Insurance Portability and Accountability Act            |
| <b>HITECH</b> | Health Information Technology for Economic and Clinical Health |
| <b>ISM</b>    | Information Security Manager ( )                               |
| <b>IT</b>     | Information Technology                                         |
| <b>MVC</b>    | Model View Controller                                          |
| <b>NIEM</b>   | National Information Exchange Model                            |
| <b>NIST</b>   | National Institute for Standards and Technology                |
| <b>PHI</b>    | Protected Health Information                                   |
| <b>PII</b>    | Personally Identifiable Information                            |
| <b>PL</b>     | Public Law                                                     |
| <b>SFTP</b>   | Secure File Transfer Protocol                                  |
| <b>SOC</b>    | Service Organization Controls                                  |
| <b>SQL</b>    | Structured Query Language                                      |
| <b>SSL</b>    | Secure Sockets Layer                                           |
| <b>SSRS</b>   | SQL Server Report Services                                     |
| <b>TFS</b>    | Team Foundation Server                                         |
| <b>TLS</b>    | Transport Layer Security                                       |
| <b>URL</b>    | Uniform Resource Locator                                       |
| <b>US</b>     | United States                                                  |
| <b>USC</b>    | United States Code                                             |
| <b>W3C</b>    | World Wide Web Consortium                                      |

**ATTACHMENT B  
EXHIBIT B-1  
DELIVERABLES AND PERFORMANCE STANDARDS**

| <b>DELIVERABLE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Website Hosting, Maintenance, and Utilization Reports –<br/>Section II., Manner of Service(s) Provision, Sub-Section B - Services Provided by the Vendor,<br/>General Requirements 1.</b></p> <p>Any implementation costs should be included in the cost of Deliverables 1-3 for Year One of the Contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>SUPPORTING DOCUMENTATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <ol style="list-style-type: none"> <li>1. The Vendor shall provide a comprehensive monthly report on consumer utilization of the pricing website.</li> <li>2. The Vendor shall provide a monthly report on consumer survey results.</li> <li>3. The Vendor shall provide the Project Management Plan, and Project Management Report on a quarterly basis. The Project Management Plan must indicate task completion and Contract Milestone achievements specific to supporting website hosting, maintenance, utilization, and analytic reporting.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>EVALUATION CRITERIA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <ol style="list-style-type: none"> <li>1. Comprehensive monthly report on consumer utilization of the pricing website. <ol style="list-style-type: none"> <li>i. The report shall be well-organized and professionally presented. It should include appropriate formatting, headings, and visual aids (such as charts and graphs) to enhance readability.</li> <li>ii. The report shall present precise and correct information, free from errors. All data and facts shall be verified and validated to ensure their reliability.</li> <li>iii. The report shall include thorough data analysis highlighting key trends and patterns in consumer utilization of the pricing website. It shall provide actionable insights based on the data.</li> <li>iv. The report shall offer recommendations for improving the pricing website based on the analysis of consumer utilization data. These recommendations shall be practical and feasible.</li> </ol> </li> <li>2. Monthly report on consumer survey results. <ol style="list-style-type: none"> <li>i. The report shall be well-organized and professionally presented. It should include appropriate formatting, headings, and visual aids (such as charts and graphs) to enhance readability.</li> <li>ii. The report shall cover all required sections and provide comprehensive information on consumer survey results. It shall address all relevant points and questions outlined in the contract.</li> <li>iii. The report shall include thorough data analysis, highlighting key trends and patterns in consumer survey results. It shall provide actionable insights based on the data.</li> </ol> </li> <li>3. Project Management Plan, and Project Management Report.</li> </ol> |
| <b>DUE DATE(S)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <p>Reports are due no later than seven (7) calendar days following the month in which the activity occurred. Project Management Plan is due no later than fifteen (15) calendar days after the month's end. Documentation for this deliverable will extend throughout the term of this Contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>AMOUNT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <p>Total Payment for this Deliverable shall be made on a quarterly basis in payments of <b>\$TBD</b> as indicated in <b>Attachment A, Exhibit A-5, Cost Proposal</b>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

**1.**

**ATTACHMENT B  
EXHIBIT B-1  
DELIVERABLES AND PERFORMANCE STANDARDS**

| <b>PERFORMANCE STANDARDS</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                              | <ol style="list-style-type: none"> <li>1. The maximum downtime for the website, scheduled or unscheduled, due to any break in website services or functionality during maintenance, will be no longer than twenty-four (24) hours.</li> <li>2. The Vendor shall provide website hosting.</li> <li>3. The Vendor shall provide reports associated with website utilization and hosting.</li> <li>4. The Vendor shall make the website available twenty-four (24) hours a day, seven (7) days a week except for scheduled maintenance pre- approved by the Agency.</li> <li>5. The Vendor shall provide bandwidth, hardware, and software to support five (5) to fifteen (15) second response times to initial database queries; and further refinements within three (3) to five (5) seconds.</li> <li>6. The Vendor shall correct verified errors displayed on the website.</li> <li>7. The Vendor shall make approved static content changes to the website.</li> </ol>                                                                                                                                                                                                                        |
| <b>LIQUIDATED DAMAGES</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                              | <p>The following shall apply to each of the corresponding Performance Standards as numbered above:</p> <ol style="list-style-type: none"> <li>1. <b>\$500.00 per each calendar</b> day the website remains down.</li> <li>2. <b>\$500.00 per calendar day</b> for each calendar day beyond the due date the deliverable is late and/or deemed unacceptable by the Agency.</li> <li>3. <b>\$500.00 per calendar day</b> for each calendar day beyond the due date the deliverable is late and/or deemed unacceptable by the Agency.</li> <li>4. <b>A reduction of no less than ten percent (10%) of the total value</b> of the service or product as established in this Contract, per calendar day that the deliverable is late and/or deemed unacceptable by the Agency.</li> <li>5. <b>\$500.00 per each instance</b> where the deliverable does not meet the required standards and/or deemed unacceptable by the Agency.</li> <li>6. <b>\$500.00 per calendar day</b> for each calendar day the error remains on the website.</li> <li>7. <b>\$100.00 per each instance</b> where the deliverable does not meet the required standards and/or deemed unacceptable by the Agency.</li> </ol> |

| <b>DELIVERABLE</b> |                                                                                                                                                                                                                                                                                               |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>2.</u>          | <p><b>Data Collection &amp; Data Storage –<br/>Section II., Manner of Service(s) Provision, Sub-Section B - Services Provided by the Vendor, General Requirements 4.</b></p> <p>Any implementation costs should be included in the cost of Deliverables 1-3 for Year One of the Contract.</p> |

**ATTACHMENT B  
EXHIBIT B-1  
DELIVERABLES AND PERFORMANCE STANDARDS**

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|  | <b><u>SUPPORTING DOCUMENTATION</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|  | <ol style="list-style-type: none"> <li>1. The Vendor shall provide to the Agency for approval a Data Submission Guide, including quality assurance activities, no later than thirty (30) calendar days after Contract Execution; and shall make the Data Submission Guide available to all parties contributing data no later than fifteen (15) calendar days after it is approved in writing by the Agency; and shall provide updated versions of the Data Submission Guide no later than fifteen (15) calendar days after changes are accepted and approved in writing by the Agency.</li> <li>2. The Vendor shall provide a detailed report on each of the health insurers reporting for each data submission schedule no later than thirty (30) calendar days after the reporting period.</li> <li>3. The Vendor shall provide a report on overdue, non-compliant, or invalid submissions from claims data submitters no later than thirty (30) calendar days after submission deadlines.</li> <li>4. The Vendor shall provide the Project Management Plan, and the applicable Project Management Plan Report on a quarterly basis, no later than fifteen (15) calendar days after the quarter's end; and the project plan shall provide for the achievement of Contract Milestones and progress of tasks completed.</li> </ol> |
|  | <b><u>EVALUATION CRITERIA</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|  | <ol style="list-style-type: none"> <li>1. Data Submission Guide</li> <li>2. Detailed report on each of the health insurers reporting for each data submission.</li> <li>3. Report of overdue, non-compliant, or invalid submissions from claims data submitters.</li> <li>4. Project Management Plan.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|  | <b><u>DUE DATE(S)</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|  | In accordance with the timeframes listed above in the Supporting Documentation section of Deliverable 2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|  | <b><u>AMOUNT</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|  | Total Payment for this Deliverable shall be made on a quarterly basis in payments of <b>\$TBD as indicated in Attachment A – Exhibit A-5 – Cost Proposal.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|  | <b><u>PERFORMANCE STANDARDS</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|  | <ol style="list-style-type: none"> <li>1. The Vendor shall complete the Claims Data collection in not more than forty-five (45) calendar days after “end” dates stated in the Project Plan Schedule. In the event that Claims Data collection is not possible by the Vendor, due to non-compliant or invalid data submissions from claims data submitters; then the Vendor shall identify, track and report to the Agency such overdue and otherwise non-compliant or invalid submissions, within timeframes agreed upon by the Vendor and the Agency in writing.</li> <li>2. The Vendor shall provide Data Collection.</li> <li>3. The Vendor shall perform data refreshes and updates.</li> <li>4. The Vendor shall provide a Data Submission Manual.</li> <li>5. The Vendor shall track and provide the Agency notice of overdue, non-compliant or invalid submissions from claims data submitters.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                   |

**ATTACHMENT B  
EXHIBIT B-1  
DELIVERABLES AND PERFORMANCE STANDARDS**

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
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|  | <p>6. The Vendor may provide for data collections and submissions of Medicaid claims data by July 1, 2026.</p> <p>7. The Vendor shall provide for database storage, security, and maintenance twenty-four (24) hours per day, seven (7) days per week.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|  | <b>LIQUIDATED DAMAGES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|  | <p>The following shall apply to each of the corresponding Performance Standards as numbered above:</p> <ol style="list-style-type: none"> <li><b>\$250.00 per business day</b> for each business day beyond the due date.</li> <li><b>A reduction of no less than ten percent (10%) of the total value</b> of the service or product as established in this Contract, per calendar day that the deliverable is late and/or deemed unacceptable by the Agency.</li> <li><b>A reduction of no less than ten percent (10%) of the total value</b> of the service or product as established in this Contract, per calendar day that the deliverable is late and/or deemed unacceptable by the Agency.</li> <li><b>\$1,000.00 per business day</b> for each business day beyond the due date that the document is late and/or deemed unacceptable by the Agency.</li> <li><b>\$250.00 per business day</b> for each business day beyond the due date.</li> <li><b>No liquidated damages.</b></li> <li><b>A reduction of no less than ten percent (10%) of the total value</b> of the service or product as established in this Contract, per calendar day that the deliverable is late and/or deemed unacceptable by the Agency.</li> </ol> |

|                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  | <b>DELIVERABLE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                  | <p><b>Data Dissemination –<br/>Section II., Manner of Service(s) Provision, Sub-Section B - Services Provided by the Vendor, General Requirements 5.</b></p> <p>Any implementation costs should be included in the cost of Deliverables 1-3 for Year One of the Contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                  | <b>SUPPORTING DOCUMENTATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b><u>3.</u></b> | <ol style="list-style-type: none"> <li>Annually and for this Contract term, the Vendor shall provide the Agency with confirmation (email or hardcopy letter) that the annual Confidential Enclave Data Set update is completed, and the Vendor's Data Enclave environment is available for use within twenty-four (24) hours after validation by the Vendor of the update. Any document of confirmation must include the dates for completion of data intake, date of availability of the dataset, the date the Data Enclave environment is available, and cite the cost as noted in this Contract for access to the Data Enclave environment for the relative period of use.</li> <li>The Vendor shall submit to the Agency for approval policies and procedures on how the data will be shared with the facilities prior to each public release on the website, within ninety (90) calendar days after Contract execution or as defined in the Project Plan. Updates shall be provided to the Agency not less than fifteen (15) calendar days after Agency Approval.</li> </ol> |



**ATTACHMENT B**  
**EXHIBIT B-1**  
**DELIVERABLES AND PERFORMANCE STANDARDS**

3. The Vendor shall provide written confirmation to the Agency within thirty (30) calendar days after Contract Execution, or according to the schedule that shall be noted in the Project Management Plan, that the Agency will have access to two (2) seats in the Enclave for no less than one (1) year of this Contract.
4. The Vendor shall provide to the Agency for approval copies of Enclave Access Agreements for access to the Confidential Enclave Data Set no later than ninety (90) calendar days after Contract execution. Updates shall be provided to the Agency not less than fifteen (15) calendar days after Agency Approval.
5. The Vendor shall upon the written approval of the Agency, provide a summarized monthly report of data user requests no later than seven (7) calendar days after the end of the following month in which the request was made.
6. The Vendor shall provide to the Agency for approval a copy of the data access policies and procedures for managing, disseminating and tracking all data requests by the Vendor, for access to the Confidential Enclave Data Set in accordance with Deliverable 3: Data Dissemination, no later than ninety (90) calendar days after Contract execution.
7. The Vendor shall provide to the Agency for approval a Price List for each data set to be disseminated by the Vendor, no later than ninety (90) calendar days after Contract execution.
8. The Vendor shall provide the Project Management Plan on a quarterly basis for each year thereafter, no later than fifteen (15) calendar days following the quarter's end. The Project Management Plan shall provide for the achievement of Contract Milestones and progress of tasks completed under Deliverable 3: Data Dissemination.

**EVALUATION CRITERIA**

1. Email or hardcopy letter of that the annual Confidential Enclave Data Set has been updated, and is ready for use.
2. Policies and procedures on how the data will be shared with the facilities prior to each public release on the website.
3. Confirmation of access to two (2) seats in the Enclave.
4. Approval copies of Enclave Access Agreements for access to the Confidential Enclave Data Set.
5. Monthly report of data user requests.
6. Copy of the data access policies and procedures for managing, disseminating, and tracking all data requests.

**DUE DATE(S)**

In accordance with the timeframes listed above in the Supporting Documentation section of Deliverable 3.

**AMOUNT**

Total Payment for this Deliverable shall be made on a quarterly basis in the amounts indicated in **Attachment A, Exhibit A-5, Cost Proposal**.

**PERFORMANCE STANDARDS**

1. All data requests subject to Agency approval shall be submitted by the Vendor to the Agency within ten (10) calendar days of receipt by the Vendor.

**ATTACHMENT B  
EXHIBIT B-1  
DELIVERABLES AND PERFORMANCE STANDARDS**

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <ol style="list-style-type: none"> <li>2. Each annual update to the Confidential Enclave Data Set shall be completed not later than April 1st of each year of this Contract term.</li> <li>3. The Vendor shall not publish data or reports that compares and/or identifies individual providers, hospitals, or data suppliers without providing reasonable opportunity to verify the accuracy of submitted data.</li> <li>4. The Vendor shall process data requests within ten (10) calendar days following approval by the Agency, unless otherwise specified and approved by the Agency.</li> <li>5. The Vendor shall provide the Agency with a summarized report of tracked user requests on a monthly basis.</li> </ol>                                                                                                                                                                                                                                                                                                                                                   |
|  | <p style="text-align: center;"><b>LIQUIDATED DAMAGES</b></p> <p>The following shall apply to each of the corresponding Performance Standards as numbered above:</p> <ol style="list-style-type: none"> <li>1. <b>A reduction of no less than ten percent (10%) of the total value</b> of the service or product as established in this Contract, per calendar day that the deliverable is late and/or deemed unacceptable by the Agency.</li> <li>2. <b>A reduction of no less than ten percent (10%) of the total value</b> of the service or product as established in this Contract, per calendar day that the deliverable is late and/or deemed unacceptable by the Agency.</li> <li>3. <b>\$500.00 per each instance of inaccuracy.</b></li> <li>4. <b>\$100.00 per calendar day</b> for each calendar day beyond the due date that the document is late and/or deemed unacceptable by the Agency.</li> <li>5. <b>\$100.00 per calendar day</b> for each calendar day beyond the due date that the document is late and/or deemed unacceptable by the Agency.</li> </ol> |

|                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
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| <b><u>4.</u></b> | <b>DELIVERABLE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                  | <p><b>Enhancements, Modifications, and Revisions –<br/>Section II., Manner of Service(s) Provision, Sub-Section B - Services Provided by the Vendor, General Requirements 3.</b></p> <p><i>This deliverable is provided on an as-needed basis and requires adherence to the Task Assignment process outlined in Section II., Manner of Service(s) Provision, Subsection B. Services Provided by the Vendor, Item 1., General Requirements, Subitem i., System Modifications.</i></p> |
|                  | <b>SUPPORTING DOCUMENTATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                  | <p>At a minimum, all Task Assignments will require the following:</p> <ol style="list-style-type: none"> <li>1. The Vendor shall provide a detailed mockup of the FHPF website enhancements, modifications, or revisions, including design, navigation, and functionality for Agency approval within ten (10) calendar days after the written request.</li> </ol>                                                                                                                    |

**ATTACHMENT B**  
**EXHIBIT B-1**  
**DELIVERABLES AND PERFORMANCE STANDARDS**

2. The Vendor shall provide and submit an updated Project Management Plan to include any Deliverable schedule changes due to the requested enhancements, modifications, or revisions no later than ten (10) calendar days after Agency approval of the mockup.
3. The Vendor shall develop and maintain appropriate documentation for all additional enhancements, modifications, and revisions, and shall supply them to the Agency upon written request. The Agency reserves the right to request additional documentation from the Vendor in writing.

**EVALUATION CRITERIA**

At a minimum, the following Evaluation Criteria will be used for Task Assignments:

1. Detailed mockup of the FHPF website enhancements, modifications, or revisions, including design, navigation, and functionality.
2. Updated Project Management Plan, including Deliverable schedule changes due to the requested enhancements, modifications, or revisions.
3. Document containing all additional enhancements, modifications, and revisions.

**DUE DATE(S)**

Due dates will be included in each Task Assignment.

**AMOUNT**

Payment amounts will be included in each Task Assignment.

**PERFORMANCE STANDARDS**

At a minimum, the following Performance Standards shall apply to Task Assignments:

1. The Vendor shall provide Project Management Plan updates of quality and sufficiency acceptable to the Agency.
2. The Vendor shall make approved modifications and revisions to FloridaHealthPriceFinder.
3. The Vendor shall not publish data or reports that compares and/or identifies individual providers, hospitals, or data suppliers without providing reasonable opportunity to verify the accuracy of submitted data.
4. The Vendor shall process data requests within ten (10) calendar days following approval by the Agency, unless otherwise specified and approved by the Agency.
5. The Vendor shall provide for database storage, security, and maintenance twenty-four (24) hours per day, seven (7) days per week.
6. The Vendor may provide data collections and submissions of Medicaid claims data by July 1, 2026.

**LIQUIDATED DAMAGES**

In addition to the Financial Consequences provided in each Task Assignment, the following will apply to each of the corresponding Performance Standards as numbered above:

1. **\$1,000.00 per calendar day** for each calendar day beyond the due date.

**ATTACHMENT B  
EXHIBIT B-1  
DELIVERABLES AND PERFORMANCE STANDARDS**

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|  | <ol style="list-style-type: none"><li><b>2. \$1,500.00 per calendar day</b> for each calendar day beyond the due date that the deliverable is late and/or deemed unacceptable by the Agency.</li><li><b>3. \$500.00 per each instance of inaccuracy.</b></li><li><b>4. \$100.00 per calendar day</b> for each calendar day beyond the due date that the document is late and/or deemed unacceptable by the Agency.</li><li><b>5. A reduction of no less than ten percent (10%) of the total value</b> of the service or product as established in this Contract, per calendar day that the deliverable is late and/or deemed unacceptable by the Agency.</li><li><b>6. No liquidated damages.</b></li></ol> |
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**EXHIBIT B-2  
AGENCY FOR HEALTH CARE ADMINISTRATION  
TASK ASSIGNMENT FORM**

|                                     |                                      |
|-------------------------------------|--------------------------------------|
| <b>AHCA Contract No.:</b> _____     | <b>Date:</b> _____                   |
| <b>Task Assignment No.:</b> _____   | <b>Vendor Name:</b> _____            |
| <b>Vendor Contact:</b> _____        | <b>Contact Email:</b> _____          |
| <b>AHCA Contract Manager:</b> _____ | <b>Contract Manager Email:</b> _____ |

**Tasks to be performed by the Vendor**

**Deliverables, Performance Measures and Financial Consequences**

| No. | Deliverable Description | Performance Measure(s)/Evidence of Completion | Deliverable Due Date | Financial Consequence for Failure to Perform |
|-----|-------------------------|-----------------------------------------------|----------------------|----------------------------------------------|
|     |                         |                                               |                      |                                              |
|     |                         |                                               |                      |                                              |
|     |                         |                                               |                      |                                              |
|     |                         |                                               |                      |                                              |
|     |                         |                                               |                      |                                              |

**Deliverable Pricing**

(Note: Deliverable pricing may be determined in advance by multiplying the estimated hours of work for each position to complete the deliverable by the hourly rate specified in the Contract for each position. If deliverable pricing is not negotiated prior to the beginning of work, the Vendor will be paid based on the documented number of hours reported for each position to complete the deliverable and at the hourly rate specified in the Contract for each position.)

| Deliverable No. | Position 1 Hours Worked | Position 2 Hours Worked | Position 3 Hours Worked | Total Cost |
|-----------------|-------------------------|-------------------------|-------------------------|------------|
|                 |                         |                         |                         |            |
|                 |                         |                         |                         |            |
|                 |                         |                         |                         |            |
|                 |                         |                         |                         |            |
|                 |                         |                         |                         |            |
|                 |                         |                         | <b>Grand Total</b>      |            |

The Vendor may not perform any work until the Task Assignment Form has been signed and dated by both parties.

**EXHIBIT B-2  
AGENCY FOR HEALTH CARE ADMINISTRATION  
TASK ASSIGNMENT FORM**

By signing below, the parties hereby agree that the tasks and deliverables specified in this Task Assignment Form will be performed in accordance with the terms and conditions of the Contract.

|                                     |                                              |
|-------------------------------------|----------------------------------------------|
| <b>Vendor Name:</b> _____           | <b>Agency for Health Care Administration</b> |
| Authorized<br>Representative: _____ | Authorized<br>Representative: _____          |
| Signature: _____                    | Signature: _____                             |
| Date: _____                         | Date: _____                                  |

**Notes:**

- 1) Authorized Representatives must be the parties' Contract Managers or other individuals authorized to sign the Task Assignment Form by each organization.
  
- 2) This form may be modified by the parties during the term of the Contract upon advanced, written approval by the Agency. However, the Task Assignment Form must capture deliverables, performance measures, deliverable due dates and financial consequences for the work to be performed, per the requirements of s. 287.058, Florida Statutes.

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