

**ATTACHMENT A
AHCA RFQ 002-19/20
INSTRUCTIONS AND SPECIAL CONDITIONS**

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A.1. Instructions

A. Overview

1. Procurement Number

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2. Procurement Title

Scheduling Tool

3. Procurement Officer

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

4. Procurement Timeline

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

TABLE 1 PROCUREMENT TIMELINE	
ACTIVITY	DATE/TIME
Procurement Issued by Agency	October 11, 2019
Deadline for Receipt of Written Questions	October 17, 2019 2:00 PM EST
Anticipated Date for Agency Responses to Written Questions	October 25, 2019
Deadline for Receipt of Responses	November 1, 2019 2:00 PM EST
Anticipated Intent to Award notification	November 20, 2019

5. Respondent Questions

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

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

6. Procurement Addenda

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

7. Type and Amount of Contract Contemplated

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

8. Term of Contract

- a. The anticipated term of the resulting Contract is **December 1, 2019** through **November 30, 2024**. The term of the resulting Contract is subject to change based on the actual execution date of the resulting Contract.
- b. In accordance with Section 287.057(13), F.S., the Contract resulting from this procurement may be renewed for a period that

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

B. Background/Purpose

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

The Agency is seeking a Scheduling Tool (tool) to automate the assignment and management of inspection dates of health care facilities. The tool must interface with existing data systems to accept and share data across these systems without manual intervention; however, it must also allow manual manipulation of proposed inspection dates. The complex nature of scheduling inspections requires the integration of legislatively mandated timeframes (due dates) for various types of licensure, certification, and complaint inspections, as well as consideration of team composition, surveyor qualifications, surveyor conflicts of interest, geographic location of the provider and surveyors, and surveyor availability – a very dynamic environment.

C. Response Preparation and Content

1. General Instructions

- a. The instructions for this procurement have been designed to help ensure that all responses are reviewed in a consistent manner, as well as to minimize costs and response time. Information submitted in variance with these instructions may not be reviewed.
- b. The Agency has established certain requirements with respect to responses submitted to procurements. The use of "shall", "must", or "will" (except to indicate futurity) in this procurement, indicates a requirement or condition from which a material deviation may not be waived by the Agency. A deviation is material if, in the Agency's sole discretion, the deficient response is not in substantial accord

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with this procurement's requirements, provides a significant advantage to one respondent over another, or has a potentially significant effect on the quality of the response or on the cost to the Agency. Material deviations cannot be waived. The words "should" or "may" in this procurement indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such desirable features will not in and of itself cause rejection of a response.

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

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

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

2. Mandatory Response Content

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

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

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

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proposed software product. The Response shall also include relevant experience of any propose subcontractors during the past five (5) years. The Response shall address:

- 1) Any experience with designing, developing and implementing software solutions using commercial of-the-shelf (COTS) technologies, Single Sign-on (SSO), enterprise solutions, and solutions scalable for future enterprise endeavors;
 - 2) Any experience developing, implementing and hosting technology services for large health care systems, automated scheduling systems, including project and program management, business process analysis, business requirements elicitation and development, and system testing/implementation; and,
 - 3) Any experience implementing systems where knowledge of federal and state laws pertaining to the privacy and security of health information was required.
- g. Three (3) client references for projects completed within the last five (5) years relevant to the work described in this RFQ. References must include the client's project sponsor name, phone number, name of the project, project dates, and a brief project description;
- h. The Vendor's proposed staffing levels for the DDI phase of the Project, and its proposed Contract/Project Manager;
- i. The Vendor staff expertise and experience gathering business requirements with a focus on enterprise scheduling and logistics systems/solutions;
- j. Project Manager and Implementation Manager (Key Staff). The Response shall include resumes of the individuals proposed for its Key Staff, including identification of subcontractor staff;
- k. The Vendor's proposed software product, including submission of its software license and maintenance agreement terms and conditions;
- l. The Response shall clearly identify all functionality included in **Attachment B, Exhibit B-3**, Requirements, which require enhancement to its base software solution. The Response shall include the proposed approach and ability of the software solution to meet the future enterprise needs of the Agency;
- m. The ability of the Vendor to provide implementation services described in this RFQ, either directly or via Subcontractor. Any

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implementation services described in this RFQ that the Vendor is unable or unwilling to provide, either directly or via subcontractor shall be identified in the Response;

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

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

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below. The redacted response shall be marked as the
“redacted” copy.

3. Confidential or Exempt Information

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

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

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

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

- c. All information included in the response and any resulting Contract that incorporates the successful response (fully, in part, or by reference) shall be a matter of public record regardless of copyright status. Submission of a response to this procurement that contains material for which the respondent holds a copyright shall constitute

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

D. Response Receipt and Contract Award

1. Response Clarification

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

2. Number of Awards

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

- 3.** Responses will be reviewed by the Agency for compliance with the requirements of this RFQ and the Vendor's ability to perform the work specified in this RFQ. The Agency will select up to three (3) Vendor's to conduct onsite software demonstrations to the Agency in Tallahassee, Florida. A minimum of two (2) week notice will be provided to the Vendor prior to the required demonstration, and the Agency will work with the

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Vendor to schedule a mutually agreed upon date, time and duration for the demonstration. In addition, the Agency will provide a prior summary of the information it wishes for the Respondents to demonstrate. The Agency reserves the right to request demonstrations from more than three (3) Vendors if deemed to be in the best interests of the State.

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

5. Federal Approval

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

6. Contract Execution

- a. This procurement, including all its addenda, the Agency's written response to written questions, and the successful respondent's response, shall be incorporated by reference in the final Contract document.
- b. The successful respondent shall perform its contracted duties in accordance with the resulting Contract, this procurement, including all addenda, and the successful respondent's response to this procurement. In the event of conflict among resulting contract documents, any identified inconsistency in the resulting Contract shall be resolved by giving precedence in the following order:
 - 1) The resulting Contract, including all attachments, exhibits and any subsequent amendments;
 - 2) This procurement, including all addenda;
 - 3) State Term Contract No. 252-GSA Schedule 70; and
 - 4) The successful respondent's response to this procurement.
- 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 procurement (to include the original Contract and all attachments) in order to clarify requirements.

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A.2 Special Terms and Conditions

A. Venue

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

4. Attorney's Fees

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

B. General Definitions and Acronyms

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

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

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

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

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

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

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

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

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

EST - Eastern Standard Time

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

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

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

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

STATE – State of Florida.

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

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

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

**ATTACHMENT A
EXHIBIT A-1
REQUIRED CERTIFICATIONS AND STATEMENTS**

RESPONDENT NAME: _____

1. ACCEPTANCE OF REQUIREMENTS

I hereby certify that I understand and agree that my organization has read all requirements and Agency specifications provided in this procurement, 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 procurement, to deliver services that meet or exceed the requirements and specifications provided in this procurement.

AND

2. ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

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

AND

3. RELEASE OF REDACTED RESPONSE

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

AND

4. STATEMENT OF NO INVOLVEMENT

I hereby certify that neither my organization nor any person with an interest in the organization had any prior involvement in performing a feasibility study of the implementation of the subject Contract, in drafting of this procurement 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 procurement may be terminated if it is determined that gratuities of any kind were either offered or received by any of the aforementioned parties.

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AND

6. NON-COLLUSION CERTIFICATION

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

AND

7. PERFORMANCE OF SERVICES

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

AND

8. PERFORMANCE OF SERVICES

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

AND

9. ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION

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

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

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

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

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

Please check the applicable paragraph below:

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

AND

10. RESPONDENT ATTESTATION REGARDING SCRUTINIZED COMPANIES LIST

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

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

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

AND

11. JOINT VENTURE OR PARTNERSHIPS

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

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REQUIRED CERTIFICATIONS AND STATEMENTS**

AND

12. NAMES OF OPERATION

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

AND

13. CERTIFICATION REGARDING TERMINATED CONTRACTS

I hereby certify that my organization (including its subsidiaries and affiliates) has not unilaterally or willfully terminated any previous contract prior to the end of the Contract with a State or the Federal government and has not had a contract terminated by a State or the Federal government for cause, prior to the end of the Contract, within the past five (5) years from the date of procurement issuance, other than those listed on **Page 4 and 5** of this Exhibit.

AND

14. LIST OF TERMINATED CONTRACTS

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

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

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

Respondent Name: _____

Client's Name: _____

Term of Terminated Contract: _____

Description of Services:

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Brief Summary of Reason(s) for Contract Termination:

Respondent Name:

Client's Name:

Term of Terminated Contract:

Description of Services:

Brief Summary of Reason(s) for Contract Termination:

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

Respondent Name

Authorized Official Signature

Date

Authorized Official Printed Name

Authorized Official Title

Failure to submit, Attachment A, Exhibit A-1, Required Certifications and Statements, signed by an authorized official may result in the rejection of response.

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**ATTACHMENT A
EXHIBIT A-2
COST PROPOSAL**

1. Where indicated in **Table A**, Project Deliverables below, the respondent shall propose all-inclusive fixed price to complete each Project deliverable, any assumptions or constraints, and a proposed deliverable completion date, as outlined in **Attachment B, Exhibit B-1, Deliverables, Associated Payment and Financial Consequences**.
2. Where indicated in **Table B**, Base Annual Software Product License below, the respondent shall propose a base annual software product license fee for each year of the anticipated five (5) year Contract term
3. Where indicated in **Table C**, Base Annual Software Product Maintenance below, the respondent shall propose a base annual software product maintenance fee for each year of the anticipated five (5) year Contract Term.
4. Where indicated in **Table D**, Renewal Year Pricing below, the respondent shall propose a fixed annual cost for renewal year(s).
5. The respondent shall not provide a pricing range in **Attachment A, Exhibit A-2**. Supplemental documentation for **Attachment A, Exhibit A-2**, will not be accepted. The Agency will not agree to caveats in the proposed prices within **Attachment A, Exhibit A-2**.

TABLE A – PROJECT DELIVERABLES		
DELIVERABLE DESCRIPTION	DELIVERABLE PRICE	PROPOSED COMPLETION DATE
Deliverable No. 1 – Requirements Traceability Matrix (RTM)	\$	
Deliverable No. 2 – Quality Assurance Plan (QAP)	\$	
Deliverable No. 3 – User Acceptance Testing (UAT) – User Acceptance Test Plan and test scenarios/scripts.	\$	
Deliverable No. 4 – Delivery of a fully functional “cloud-hosted” surveyor scheduling system based on the requirements outlined in Exhibit B-3, Requirements.	\$	
Deliverable No. 5 – Project Plan showing cost, schedule, resources, and Work Breakdown Structure (WBS), in the form of a Microsoft Project-based Gantt chart document.	\$	
TOTAL:		\$

**ATTACHMENT A
EXHIBIT A-2
COST PROPOSAL**

TABLE B – BASE ANNUAL SOFTWARE PRODUCT LICENSE	
Proposed Year One Base Annual Cost	\$
Proposed Year Two Base Annual Cost	\$
Proposed Year Three Base Annual Cost	\$
Proposed Year Four Base Annual Cost	\$
Proposed Year Five Base Annual Cost	\$
TOTAL:	\$

TABLE C – BASE ANNUAL SOFTWARE PRODUCT MAINTENANCE	
Proposed Year One Base Annual Cost	\$
Proposed Year Two Base Annual Cost	\$
Proposed Year Three Base Annual Cost	\$
Proposed Year Four Base Annual Cost	\$
Proposed Year Five Base Annual Cost	\$
TOTAL:	\$

TOTAL COST – (Table A Total + Table B Total + Table C Total)	\$
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If the resulting Contract is renewed, it is the Agency's policy to reduce the overall payment amount by the Agency to the successful Vendor by at least five percent (5%) during the period of the Contract renewal, unless it would affect the level and quality of services.

TABLE D – Renewal Year Pricing	
Proposed Renewal Year Fixed Annual Cost	\$

Respondent Name

Authorized Official Signature

Date

Authorized Official Printed Name

Authorized Official Title

The Agency will not evaluate renewal year proposals as part of the evaluation and scoring process, however proposed cost will be applied in the event the resulting contract is renewed.

Failure to submit, Attachment A, Exhibit A-2, Cost Proposal, signed by an authorized official may result in the rejection of response.

EXHIBIT A-3
AHCA PURCHASE ORDER TERMS AND CONDITIONS

In addition to the [Terms and Conditions issued by the Department of Management Services \(DMS\)](#) on purchase orders issued via MyFloridaMarketPlace, the following terms and conditions also apply to this transaction.

- A.** The vendor is an independent contractor for all purposes hereof and shall not be considered an employee or agent of the Agency.
- B.** The vendor's receipt of this purchase order and failure to reject the order by notice to the Agency in writing within five (5) days constitutes acceptance of the order by the vendor. The terms of this order may not be modified by the vendor.
- C.** Price(s) specified on the purchase order are all inclusive; no added fees, including travel expenses, are allowed.
- D. Background Screening**
 - 1. The Vendor shall 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, Florida Statutes (F.S.) completed with results prior to employment.
 - 2. Per Section 435.04(1)(a), F.S., level 2 screening standards include, but need not be limited to, fingerprinting for statewide criminal history records checks through the Department of Law Enforcement, and national criminal history records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. If the Vendor is not authorized under the law to conduct a level 2 background screening, then completion of a level 1 background screening as defined in Section 435.03, F.S., is acceptable.
 - 3. If the Vendor employee or managing employee was employed prior to the execution of the resulting Contract, the Vendor shall ensure that the County, State, and Federal criminal background screening comparable to a level 2 background screening is completed with results prior to the employee accessing Medicaid recipient or provider PII, PHI, or financial information.
 - 4. Any Vendor employee or managing employee with background results that are unacceptable to the State as described in Section 435.04, F.S., or related to the criminal use of PII as described in Section 817, F.S., or has been subject to criminal penalties for the misuse of PHI under 42 USC 1320d-5, or has been subject to criminal penalties for the offenses described in Section 812.0195, F.S., Section 815, F.S., Section 815.04, F.S., or Section 815.06, F.S., shall be denied employment or be immediately dismissed from performing services under the resulting purchase order by the Vendor unless an exemption is granted.
 - 5. Direct access is defined as having, or expected to have, duties that involve access to personally identifiable information, protected health information, or financial information by any means including, but not limited to, network shared drives, email, telephone, mail, computer systems, and electronic or printed reports.

EXHIBIT A-3
AHCA PURCHASE ORDER TERMS AND CONDITIONS

6. The Vendor shall keep a record of all background screening records to be available for Agency review upon request.

E. Public Records

The Vendor shall comply with Section 119.0701, F.S., if applicable, and all other applicable parts of the Florida Public Records Act, as follows:

1. The Vendor shall keep and maintain public records that ordinarily and necessarily would be required in order to perform services under the resulting Contract;
2. The Vendor shall provide the public with access to public records on the same terms and conditions that the Agency would provide the records and at a cost that does not exceed the cost provided in Section 119.07, F.S., or as otherwise provided by law;
3. The Vendor shall 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;
4. The Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the resulting Contract term and following completion of the resulting Contract if the Vendor does not transfer the records to the Agency;
5. The Vendor shall 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.;
6. The Vendor shall meet all requirements for retaining public records and transfer, at no cost, to the Agency all public records in possession of the Vendor upon termination of the resulting Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency;
7. If the Vendor does not comply with a public records request, the Agency shall enforce the resulting Contract provisions in accordance with this solicitation and the resulting Contract;
8. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE RESULTING CONTRACT, CONTACT THE AGENCY CUSTODIAN OF PUBLIC RECORDS FOR THE**

**EXHIBIT A-3
AHCA PURCHASE ORDER TERMS AND CONDITIONS**

**RESULTING CONTRACT. THE AGENCY CUSTODIAN OF
PUBLIC RECORDS FOR THE RESULTING PURCHASE
ORDER WILL BE THE PURCHASE ORDER MANAGER.**

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

G. Confidentiality of Information

1. The Vendor shall not use or disclose any confidential information, including social security numbers that may be supplied under this Purchase Order pursuant to law, and also including the identity or identifying information concerning a Medicaid recipient or services under this Purchase Order 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 Purchase Order. 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 Purchase Order, and is exchanged only for the purpose of conducting a review or other duties outlined in this Purchase Order.
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

EXHIBIT A-3
AHCA PURCHASE ORDER TERMS AND CONDITIONS

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.

H. Inspection of Records and Work Performed

1. The Agency and its authorized representatives shall, at all reasonable times, have the right to enter the Vendor's premises, or other places where duties under this Purchase order 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 Purchase Order for a period of ten (10) years after termination of this Purchase Order, or if an audit has been initiated and audit findings have not been resolved at the end of ten (10) years, the records shall be retained until resolution of the audit findings.
3. Refusal by the Vendor to allow access to all records, documents, papers, letters, other materials or on-site activities related to this Purchase Order performance shall constitute a breach of this Purchase Order.
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 Purchase Order. 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 Purchase Order. 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

EXHIBIT A-3
AHCA PURCHASE ORDER TERMS AND CONDITIONS

prior to the date of cancellation in accordance with the terms and conditions of this Purchase Order. Performance by the Agency of any of its obligations under this Purchase Order shall be subject to the 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.
- I. Vendors are expected to examine the specifications, delivery schedule(s), prices and all instructions pertaining to this purchase. Failure to do so will be at the Vendor's risk.
 - J. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved, a separate interest penalty set by the DFS pursuant to subsection 55.03(1), F.S. will be due and payable in addition to the invoice amount. Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of the eligibility for payment is determined, and the daily interest rate is .03333%. Receipt by the agency of a properly completed invoice is a prerequisite to payment. Invoices returned to a vendor due to preparation errors will result in a payment delay.
 - K. The laws of the State of Florida shall govern this purchase order and venue for any legal actions arising therefrom is in the Circuit Court of Leon County, Florida.
 - L. The terms of this Purchase Order will supersede the terms of any and all prior or subsequent agreements the Vendor may have with the Agency with respect to this purchase. Accordingly, in the event of any conflict, the terms of this purchase order shall govern.
 - M. **Indemnification**

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

EXHIBIT A-3
AHCA PURCHASE ORDER TERMS AND CONDITIONS

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

EXHIBIT A-3
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Vendor of any instance of which it is aware in which the confidentiality of the protected health information has been breached.

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

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AHCA PURCHASE ORDER TERMS AND CONDITIONS

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

- 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 approval by the Agency, the Vendor shall provide notice to prominent media outlets serving the State or relevant portion of the State 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.

Vendors Who Are Covered Entities. In the event of a breach by a contractor or subcontractor of the Vendor, and the Vendor is a HIPAA covered entity, the Vendor shall be considered the covered entity for purposes of notification to the Secretary of HHS pursuant to 45 CFR 164.408. The Vendor shall be responsible for filing the notification to the Secretary of HHS and will identify itself as the covered entity in the notice. If the breach was with respect to 500 or more individuals, the Vendor shall provide a copy of the notice to the Agency, along with the Vendor's breach risk assessment for review at least 15 business days prior to the date required by 45 C.F.R. 164.408 (b) for the Vendor to file the notice with the Secretary of HHS. If the breach was with respect to less than 500 individuals, the Vendor shall notify the Secretary of HHS within the notification timeframe imposed by 45 C.F.R. 164.408(c) and shall contemporaneously submit copies of said notifications to the Agency.

- e. Content of Notices. All notices required under this Attachment shall include the content set forth Section 13402(f), Title XIII of the American Recovery and Reinvestment Act of 2009 and 45 C.F.R. 164.404(c), except that

EXHIBIT A-3
AHCA PURCHASE ORDER TERMS AND CONDITIONS

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.
- 11. Mitigation. Vendor shall mitigate, to the extent practicable, any harmful effect that is known to the Vendor of a use or disclosure of protected health information in violation of this Attachment.
- 12. Termination. Upon the Agency’s discovery of a material breach of this Attachment, the Agency shall have the right to assess liquidated damages as specified elsewhere in the contract to which this document is an attachment, and/or to terminate this Contract.

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

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**ATTACHMENT B
SCOPE OF SERVICES**

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ATTACHMENT B SCOPE OF SERVICES

I. Service(s) to be Provided

A. Background

The Agency for Health Care Administration (AHCA) is responsible for ensuring Medicare-certified and State-licensed health care providers are in compliance with federal and state regulatory requirements, including inspection timeframes. Compliance is assessed through on-site and desk-review inspections (surveys) of thirty-three (33) different provider types, as well as complaints for unlicensed activity. In Calendar Year 2018, we conducted 21,557 surveys (13,836 routine and 7,733 complaints) which reflects an eleven percent (11%) increase in workload since 2016. See **Exhibit B-2, Providers and Workload**, for details at the provider type level for Calendar Years 2016-2018.

To accomplish this workload, there are four-hundred fifteen and one half (415.5) Total FTEs within the Bureau of Field Operations, two-hundred and eighty-four (284) FTEs are inspectors (surveyors). These surveyors are remote workers (work from the field including home addresses) and geographically dispersed throughout the state, assigned to one (1) of eight (8) field offices (or to six (6) field offices for the Clinical Laboratory Improvement Amendments (CLIA) program). The Bureau of Field Operations generally categorizes its employees into six (6) functional domains (job roles): Surveyors, Supervisors, Managers, Support Staff, Professional Non-Surveyors, and System Administrators. Each Field Office will have one (1) or more individuals assigned an additional role as 'Scheduler'. Statewide, there are approximately twenty-five (25) primary/back-up Schedulers. The image below shows the geographic distribution of Field Operations staff.

Field Office	RNS-FT	RNS-PT	PHNC	HFEII	FPS	BS3	SHSPS	MHCPA	RNC	TOTAL Surveyors (People)	TOTAL Surveyors (FTE)	OMCM	HFE Supv	RNC	OMC	TOTAL Supervisors	FOM	TOTAL Managers
02-Tallahassee	16			4	2	1				23	23		1	1		2	1	1
03-Alachua	10		1	10	2	0				23	23		2	1		3	1	1
04-Jacksonville	15		2	6	2	1	1			27	27		1	2		3	1	1
05-St Petersburg	28	2	1	25	5	2				63	62	1	3	4		8	1	1
07-Orlando	18		2	5	2	1	1			29	29		2	1		3	1	1
08-Ft Myers	16	4	1	4	3	1				29	27		2	1		3	1	1
09-Delray Beach	19		4	17	4	0	1		1	46	46	1	3	3		7	1	1
11-Miami	13		3	18	3	2	2		1	42	42	1	3	2	1	7	1	1
HQ										0	0					0		0
CAU										0	0					0		0
SCSB								4	1	5	5	1				1	1	1
Statewide Totals	135	6	14	89	23	8	5	4	3	287	284	4	17	15	1	37	9	9

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ATTACHMENT B SCOPE OF SERVICES

Field Office	Sr Clerk	Admin Sec	Admin Asst	Reg Spec I	Reg Spec II	Reg Spec III	Total Support Staff	GA2	GA1	HSFC	GOC2	RNC	SMA2	Prog Admin	SMA Supv	TOTAL Professional Non-Surveyors	SMA Supv	GA2	HSFC	Chief	TOTAL System Admins	TOTAL STAFF (FTEs)
02-Tallahassee		1		2			3									0					0	29
03-Alachua	1	1		1			3									0					0	30
04-Jacksonville	1	1		1	1		4									0					0	35
05-St Petersburg	2	3		3	2		10									0					0	81
07-Orlando	2	1		1	1		5									0					0	38
08-Ft Myers	1	1		3	1		6									0					0	37
09-Delray Beach	2	1		4	2		9									0					0	63
11-Miami	3	1		1	3		8									0					0	58
HQ			1				1									0		2		1	3	4
CAU		1		1	1	1	4	1		6	1	4		1	1	14					0	4
SCSB		1.5		1			2.5		2		2	3	1			8	1	2	2		5	14.5
Statewide Totals	12	13	1	18	11	1	55.5	1	2	6	3	7	1	1	1	22	1	4	2	1	8	415.5

The Centers for Medicare & Medicaid Services (CMS) mandates the use of a software application called ASPEN (Automated Survey Processing Environment) to record, store and manage inspection and enforcement information on federally-certified health care providers (we also use this application for state data). In addition to information about providers, it includes components for regulations pertinent to those providers, basic surveyor information, and reports. The inspection scheduling tool must be flexible enough to transition to the replacement of this legacy system to iQIES which is under development by CMS. The Agency is authorized to extract data from ASPEN, but cannot push data to it. The inspection scheduling tool may not replace the method in which surveys are processed in ASPEN. This includes the creation of the 'survey shell' from ASPEN Central Office (ACO) that contains a unique survey ID, the team members, basic survey categories, and related regulations. The survey team imports this 'survey shell' and records their survey findings in it. CMS requires the use of an Electronic Plan of Correction (ePOC) process for nursing home surveys (with planned expansion into other federal provider types in the future).

Additionally, AHCA uses a software application called VERSA REGULATION (VR), which is a commercial-off-the-shelf (COTS) solution used for the capture and management of application, licensure, enforcement, survey, and payment information for forty different type of health care providers. The VR application includes many custom AHCA modifications. ASPEN data is imported into an AHCA-developed DataMart and then some data is then displayed in VR.

B. Overview/Purpose

The Agency is seeking a tool to automate the assignment and management of inspection dates of health care facilities. The tool must interface with existing data systems to accept and share data across these systems without manual intervention; however, it must also allow manual manipulation of proposed inspection dates. The complex nature of scheduling inspections requires the integration of legislatively mandated timeframes (due dates) for various types of licensure, certification, and complaint inspections, as well as consideration of team composition, surveyor qualifications, surveyor conflicts of interest, geographic location of the provider and surveyors, and surveyor availability – a very dynamic environment.

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C. Order of Precedence

Services provided under this Contract shall be provided in accordance with the terms of this Contract, AHCA RFQ 002-19/20, State Term Contract 252-GSA Schedule 70 and the Vendor's response to AHCA RFQ 002-19/20. In the event of any conflict between any provision of this Contract, AHCA RFQ 002-19/20, or State Term Contract 252-GSA Schedule 70, the order of precedence shall be as follows:

1. This Contract, including all attachments, exhibits and any subsequent amendments;
2. AHCA RFQ 002-19/20;
3. State Term Contract No. 252-GSA Schedule 70; and
4. The Vendor's response to AHCA RFQ 002-19/20.

II. Manner of Service (s) Provision:

A. Services Provided by the Agency

1. Agency IT Project Lead position;
2. Contract Manager

The Agency's employee identified below is designated as Contract Manager and shall act on the Agency's behalf for the ongoing administration of contractual matters after the Request for Quote has been posted, the contract is executed, and/or the purchase order is issued.

Angela McKenny

Senior Management Analyst Supervisor

Division of Information Technology

Agency for Health Care Administration

Phone: (850)412-4812

Email: Angela.McKenny@ahca.myflorida.com

3. Agency Networking, System's Engineering and System Administration consulting where needed; and,
4. Agency Subject Matter Expert Collaboration.

The Agency has minimal space to offer for occupation; the Division of Information Technology (IT) can host up to three (3) to four (4) project team members within IT's workspace if necessary. Should the aforementioned project team members need meeting or work space at the Agency, they will reside at Agency Headquarters, Building 3, Floor 3 within the Division of Information Technology.

The Agency will allow use of its IT application development change control portal for the use by the Vendor for any production software releases.

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B. Services Provided by the Vendor

The Vendor shall develop a “cloud-hosted” surveyor scheduling system based on the requirements outlined in **Exhibit B-3**, Requirements. This application shall integrate with the Agency’s Active Directory, Florida Healthcare Connections (FX) Systems and the Agency’s document management system. Cloud hosting services within the Agency’s Microsoft Azure-G tenant can be considered for this solution. The vendor shall comply with Florida Department of Management Services’ (DMS) Division of State Technology (DST) per Florida Administrative Code Rule Chapter 60GG for cloud services.

The Vendor shall also conduct Joint Application Design (JAD) Sessions to achieve a deeper understanding of the solution necessary and provide a Requirements Traceability Matrix (RTM).

Active Directory integration for system authentication is required and must be used for single-sign-on (SSO) purposes within the Agency.

Vendor shall comply with DMS’ DST per [Florida Administrative Code Rule 60GG-5 Information Technology Architecture Standards](#).

The Vendor will provide IT Project Management services through a designated project manager. The designated project manager shall deliver a detailed project schedule and plan, bi-weekly project status reports and participate in Agency IT change control processes. In the event of a change in project management staffing, the Vendor shall notify the Agency in writing, within one (1) business day of the occurrence. The Vendor’s written notification shall include documentation of the circumstances requiring the change and a list of proposed substitutions in sufficient detail to permit evaluation of the impact on contracted services. The replacement project manager shall have equal or superior qualifications to those of the staff they are replacing.

The Vendor shall identify and propose a project management approach, which shall follow proven project management standards noted in the Project Management Body of Knowledge; and be consistent with Chapter 60GG-1, [Florida Administrative Code](#). The Project Management Plan shall provide for successful implementation, planning, executing, managing, coordination, and controlling of the project per [Florida Administrative Code Rule Chapter 60GG-1](#).

The Vendor will be required to follow change control and other AHCA Division of IT procedures for all system releases.

The Agency requires a description of the proposed architectural components to deliver the service being proposed, a typical deployment plan with usual time scales, and deliverables achieved at each milestone/phase.

The Vendor shall be required to submit all required project management reporting to the Agency for submission to the DMS’ DST per <https://www.flrules.org/gateway/RuleNo.asp?ID=60GG-1.004>.

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C. Deliverables

The Vendor shall provide the deliverables described in **Attachment B**, Scope of Services, **Exhibit B-1**, Deliverables, Associated Payment and Financial Consequences. The Agency reserves the right to request modification of the deliverables, as deemed necessary by the Agency, prior to their approval. Deliverable due dates may be modified, if approved in writing, in advance by the Agency.

The Agency reserves the right to include additional deliverables based on the Agency's review of the Vendor's response to this RFQ.

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 2013 or greater. Supporting documentation may be submitted in Adobe PDF format. The Vendor shall maintain the capability to upgrade its electronic report format as directed by the Agency.

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

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 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. Bi-Weekly Reporting

a. The Vendor shall submit bi-weekly reports. At a minimum, the bi-weekly reports shall include the following:

- 1) Project Status, an up-to-date project plan indicating risks and issues;

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- 2) Any scheduling delays shall be documented, and IT Project Budget status shall be included on each bi-weekly report; and,
 - 3) Reports shall indicate all IT project decisions made or that are needed by project sponsorship during the reporting period.
- b. Bi-weekly reports shall be emailed to the Agency contract manager by Wednesday following the bi-weekly reporting period.

3. Project Sponsor Quarterly Reporting

- a. The Vendor shall submit quarterly reports. For purposes of the Contract, quarterly reporting will be based on Contract year quarters. At a minimum, quarterly reports shall include the following:
- 1) For the Project Executive Sponsor and Briefing the Project Status and Risks;
 - 2) Any scheduling delays noted;
 - 3) Budget status; and,
 - 4) Quarterly reporting shall include an Executive Project Sponsor in-person briefing, as necessary.
- b. Quarterly reports shall be due thirty (30) calendar days following the end of the preceding quarter. These reports shall be emailed to the Agency contract manager and the Agency Project Lead.

4. 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. Ad hoc analyses and reporting shall be provided at no cost to the Agency.
- c. The Vendor shall provide ad hoc reports on an as needed basis at no additional cost to the Agency. Ad hoc reports may be requested on any aspect of the data collected by the Vendor.
- d. 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.
- e. At the Agency's request, the variables calculated as part of ad hoc reports may be required for inclusion in standard reports.
- f. The Vendor shall comply with all required project management standards per [Florida Administrative Code Rule 60GG-1.004](#).

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E. Monitoring

The Agency will evaluate and monitor the Vendor's performance on a daily and weekly basis through on-site supervision, through the Vendor's participation in meetings; provision of service requirements; status reports and quality of deliverables.

III. Method of Payment:

This is a fixed price, deliverables-based contract. The Agency shall pay the Vendor, in arrears, upon the completion and written acceptance of deliverables in accordance with the deliverable schedule specified in **Exhibit B-1**, Deliverables, Associated Payment and Financial Consequences.

Deliverable schedule is subject to change only with the prior written approval of the Agency.

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).

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.

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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 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. Financial Consequences 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 may impose up to a one percent (1%) reduction of the total, monthly invoice amount for each incident in which the Vendor has failed to perform as specified in this Contract, not to exceed five percent (5%) per month.
- d.** 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 A**, Performance Standards and Liquidated Damages, below.

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TABLE A PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES	
Performance Standard Requirement	Liquidated Damages to be Imposed
Performance Bond	
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.	\$500.00 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 the amount of ten percent (10%) of the current annual Contract amount.	\$500.00 per calendar day for each calendar day after the due date until an acceptable performance bond is furnished to the Agency.
Health Information Portability and Accountability Act (HIPAA)	
The Vendor shall comply with provisions of Health Insurance Portability and Accountability Act (HIPAA) / Health Information Technology for Economic and Clinical Health (HITECH).	\$500.00 to \$5,000.00 , 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.	\$500.00 to \$5,000.00 , per incident, per occurrence, depending upon the severity.
Records	
The Vendor shall comply with public records laws, in accordance with Section 119.0701, F.S.	\$5,000.00 for each incident in which the Vendor does not comply with a public records request.
Background Screening	
Complete initial and renewal background screenings within required timeframes.	\$500.00 per occurrence.
Submit policies and procedures within thirty (30) calendar days of Contract execution.	\$500.00 per calendar day beyond the due date.
Security Rating Score	
Annually maintain a top tier security rating score from the Agency's selected information security rating service.	\$5,000.00 per occurrence and \$250.00 per day, if the Vendor does not improve to a top tier security rating score within three (3) months after its initial failure notification by the Agency, to annually obtain a top tier security rating score.
Service Organization Controls (SOC) 2 Type II Audit	
Annually submit the SOC 2 Type II audit report each Contract year.	\$1,000.00 per calendar day for each calendar day beyond the due date.
Services	
Implement the approved Corrective Action Plan (CAP) by the Agency specified date.	\$1,000.00 per calendar day for each calendar day that the approved CAP is not implemented to the satisfaction of the Agency.

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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 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 Quality Assurance 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 Quality Assurance
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop 9
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

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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 writing and serve a copy to the Vendor. This written decision will be final.
- e. The exclusive venue of any legal or equitable action that arises out of or relating to the Contract, including an appeal of the final decision of the 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.

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- 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.

VIII. Performance Bond

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

TABLE B PERFORMANCE BOND REQUIREMENTS		
Contract Term	“Estimated” Annual Contract Amount	Performance Bond Amount (10%)
December 2019 – June 30, 2020	\$500,000	\$50,000.00
July 1, 2020 – June 30, 2021	\$250,000	\$25,000.00
July 1, 2021 – June 30, 2022	\$250,000	\$25,000.00
July 1, 2022 – June 30, 2023	\$250,000	\$25,000.00
July 1, 2023 – June 30, 2024	\$250,000	\$25,000.00

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.

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- 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 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 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 each entity;
 - 2.** A calendar of regularly scheduled meetings;
 - 3.** A detailed list of data that will be shared;
 - 4.** A mechanism and timeframe for transmitting records and data from the Vendor's system;
 - 5.** A mechanism and timeframe for transmitting documents produced under this Contract, as requested by the Agency;
 - 6.** A clear description of the mutual needs and expectations of both entities; and,
 - 7.** Identification of risks and barriers associated with the transition of services to a new vendor and solutions for overcoming them.

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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 SOC 2 Type II audit is performed on the application hosting center. The Vendor shall provide a copy of the most recent audit report to the Agency.

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 connectivity to the Agency's data communications network shall be required to complete Agency Security Awareness Training and Agency HIPAA Training. The successful respondent shall also be required to sign an Acceptable Use Acknowledgement Form and submit the completed form to the Agency's Information Security Manager (ISM). This requirement 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.

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

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- f.** User documentation;
- g.** Test plan;
- h.** Deployment plan; and,
- i.** Maintenance requirements.

E. Below is the Agency's current environment:

- 1.** HIPAA and CJIS (Criminal Justice Information System) compliance;
- 2.** Microsoft office;
- 3.** SQL (Structured Query Language) server;
- 4.** Microsoft Azure-G 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

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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.

- 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 shall ensure that all cloud-hosted data centers and disaster recovery sites directly under this Contract, shall be located only in the forty-eight (48) contiguous United States.
- L.** The Vendor must conform to current and updated publications of the principles, standards, and guidelines of the Federal Information Processing Standards (FIPS), the National Institute of Standards and Technology (NIST) publications, including but not limited to [Cybersecurity-Framework](#) and [NIST.SP.800-53r4](#).
- M.** The Vendor must employ traffic and network monitoring software and tools on a continuous basis to identify obstacles to optimum performance.
- N.** 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.

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- O.** 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.
- P.** The Vendor must employ traffic and network monitoring software and tools on a continuous basis to prevent adware or spyware from deteriorating system performance.
- Q.** 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.
- R.** 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.
- S.** The Vendor must employ traffic and network monitoring software and tools on a continuous basis to provide methods to flag recipient data to exclude Protected Health Information (PHI) from data exchanges as approved by the State, and to comply with recipient rights under the HIPAA privacy law for: 1) Requests for restriction of the uses and disclosures on PHI (45 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 A, Exhibit A-3, AHCA Purchase Order Terms and Conditions**).
- T.** 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.
- U.** In order to enable the Agency to effectively measure and mitigate the Vendor's security risks. 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 a top tier 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

ATTACHMENT B SCOPE OF SERVICES

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.
- 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.**, of this attachment.

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;
 - 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>

ATTACHMENT B SCOPE OF SERVICES

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.

XV. Definitions and Acronyms

A. Definitions

Accreditation Organization (AO) - An organization that issue credentials or certify third parties against official standards (e.g. Florida Statutes and Florida Administrative Code).

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.

Ambulatory Surgical Center (ASC) – A Federal and State facility type that can be State Accredited and/or federally deemed.

Annual - A survey cycle with a MAX interval of fifteen and nine-tenths (15.9) months between current/prior re-licensure/recertification survey exit date.

Assisted Living Facility (ALF) - A State facility type

ASPEN Central Office (ACO) - An Oracle-based module within the CMS mandated system used to track, store & process certification records and enforcement activities involving health care providers regulated by CMS; also used for state surveys (not an AHCA system).

ASPEN Complaints & Incidents Tracking System (ACTS) – An Oracle-based module within the CMS mandated system used to track complaints involving health care providers regulated by CMS (not an AHCA system)

ATTACHMENT B SCOPE OF SERVICES

ASPEN Enforcement Manager (AEM) – An Oracle-based module within the CMS mandated system used to track enforcement actions involving NHs, HHAs, and CLIA laboratories.

ASPEN Survey Explorer – Quality (ASE-Q) – A Sybase standalone application used by surveyors in the field. Survey data recorded in this application is exported from ASEQ, then imported into ACO through a pre-defined process established by CMS.

Automated Survey Processing Environment (ASPEN) - A suite of applications designed by CMS contractors to track, store and process certification and survey information (not an AHCA system). This includes ACO, ACTS, AEM and ASE-Q.

Biennial - A survey cycle with a MAX interval of twenty-seven and nine tenths (27.9) months between current/prior re-licensure/recertification survey exit date.

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 it occurs on a weekend or holiday.

Calendar Year — A twelve (12) month period beginning on January 1 and ending on December 31.

Centers for Medicare & Medicaid Services (CMS) – Previously known as the Health Care Financing Administration (HCFA), CMS is a federal agency within the United States Department of Health and Human Services (HHS) that administers the Medicare program and works in partnership with state governments to administer Medicaid. In addition to these programs, CMS has other responsibilities, including the administrative simplification standards from the Health Insurance Portability and Accountability Act of 1996 (HIPAA), quality standards in long-term care facilities (more commonly referred to as nursing homes) through its survey and certification process, clinical laboratory quality standards under the Clinical Laboratory Improvement Amendments (CLIA), and oversight of HealthCare.gov.

Certification and Survey Provider Enhanced Reports (CASPER) – A CMS Reporting Tool that connects to the National Reporting Database

Clinical Laboratory Improvement Amendments (CLIA) – The Centers for Medicare & Medicaid Services (CMS) regulates all laboratory testing (except research) performed on humans in the U.S. through the Clinical Laboratory Improvement Amendments (CLIA).

CMS Certification Number (CCN) - The CCN is used to verify Medicare/Medicaid certification for survey and certification, assessment-related activities and communications. Additionally, CMS data systems use the CCN to identify each individual provider or supplier that has or currently does participate in Medicare and/or Medicaid. The RO, not the SA or MAC, assigns the CCN and maintains adequate controls.

Condition of Participation (COP) – A Federal Tag type (more serious deficiency).

ATTACHMENT B SCOPE OF SERVICES

Conflicts of Interest (COI) – Specific provider(s) a surveyor may not be scheduled to survey

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.

DataMart (DM) – AHCA's data warehouse platform populated with data extracts from various databases for reporting purposes.

Deemed – Section 1865(a)(1) of the Social Security Act (the Act) permits providers and suppliers "accredited" by an approved national accreditation organization (AO) to be exempt from routine surveys by State survey agencies to determine compliance with Medicare conditions. Accreditation by an AO is voluntary and is not required for Medicare certification or participation in the Medicare Program. If the Secretary finds that accreditation of a provider entity by a national accreditation body demonstrates that all applicable conditions are met or exceeded, the Secretary may deem those requirements to be met by the provider or supplier. Before permitting deemed status for an AO's accredited provider entities, the AO must submit an application for CMS review and approval.

Discipline – Professional discipline of the surveyor. Examples: Registered Nurse, Fire Protection Specialist, Dietician, Qualified Intellectual Disabilities Professional.

Extended Congregate Care (ECC) – A specialty license for Assisted Living Facilities.

Electronic Plan of Correction (ePOC) – An online method for certified nursing homes to review their CMS 2567 Statements of Deficiencies (SODs), create and submit Plans of Corrections, and attach documentation to support their Plan of Correction.

Emergency Medical Treatment and Labor Act (EMTALA) – A federal complaint type that prohibits hospitals with emergency departments from refusing to examine or treat individuals with an emergency medical condition. This is considered a Priority One (1) complaint survey.

End State Renal Disease (ESRD) – A Federal facility type (dialysis).

Family Medical Leave Act / Family Supportive Work Program (FMLA/FSWP) – A type of leave processed in PeopleFirst.

Federal Fiscal Year (FFY) – October first (1st) through September thirtieth (30th).

Federal Validation - A survey type conducted on a Federally Deemed provider.

Field Office (FO) - Non-CLIA facilities are assigned to one of 8 field offices within the Bureau of Field Operations; CLIA facilities are assigned to one (1) of six (6) field offices.

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Full Time Equivalent (FTE) – The hours worked by one employee on a full-time basis. The concept is used to convert the hours worked by several part-time employees into the hours worked by full-time employees. On an annual basis, an FTE is considered to be 2,080 hours, which is calculated as: Eight (8) hours per day x Five (5) work days per week.

Headquarters (HQ) – Tallahassee Bureau of Field Operations, and the Survey & Certification Support Branch.

Home Health Agency (HHA) – A Federal and State facility type that can be State Accredited and/or federally deemed.

Immediate Jeopardy (IJ) – A Federal tag type resulting from a situation in which the provider's noncompliance with one or more requirements of participation has caused, or is likely to cause, serious injury, harm, impairment, or death to a resident.

Inpatient Prospective Payment System (IPPS) – A federal survey sub-type conducted at hospitals that have Rehab Hospitals, Rehabilitation Units and Psychiatric Units that attested to meeting exclusion criteria.

Intermediate Care Facility (ICF) – A Federal and State facility type.

Internet Quality Improvement and Evaluation System (iQIES) - A web-based system that is intended to replace the legacy ASPEN system. It incorporates streamlined workflows, powerful reporting capabilities, and intuitive design.

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.

Laserfiche (LF) – The Agency's current document management library system.

Limited Mental Health (LMH) – A specialty license for Assisted Living Facilities.

Limited Nursing Services (LNS) – A specialty license for Assisted Living Facilities.

Leave Without Pay (LWOP) – Used in conjunction with PeopleFirst payroll processing.

Mission Priority Document (MPD) – Issued annual by CMS. Stipulates workload and federal survey cycles.

Nursing Home (NH) – A Federal and State facility type.

Overtime (OT) – Used in conjunction with PeopleFirst payroll processing.

Priority 1 to Priority 5 (P1-P5) – Complaint priorities that determine due dates. P1 is shortest timeframe, P5 is the longest.

People First (PF) – The State of Florida's personnel system, including time, attendance and leave.

ATTACHMENT B SCOPE OF SERVICES

Plan of Correction (POC) – A written report the facility prepares to show how it will address the deficient standard(s) identified on survey.

Pediatric Residential Treatment Facility (PRTF) – A federal facility type.

Provider Type – There are thirty-three (33) different surveyable provider types resulting in approximately 13,836 standard surveys and 7,733 complaint surveys (P1#, P2#, P3#, P4#) conducted in CY2018.

QIES Business Intelligence Center (QBIC) – A CMS application used to run ad hoc queries against the National QIES Data Repository and generate output. This is intended to replace QWB (not an AHCA system).

QIES Work Bench (QWB) – The legacy CMS application used to run ad hoc queries against the National QIES Data Repository and generate output.

Qualification – Provider types a surveyor is qualified to visit independently through training or experience.

Qualified Intellectual Disabilities Professional (QIDP) – A professional discipline, at least one team member must be on ICF surveys (previously known as QMRP-Qualified Mental Retardation Professional).

Quality Improvement Evaluation System (QIES) – The umbrella CMS system that contains federal databases and applications in the national repository (used to support survey & certification, CLIA, and other provider reporting systems).

Recertification (RECERT) – A federal survey type.

Re-licensure (RELIC) – A state survey type.

Revisit – A survey type (both state and federal).

Regional Office (RO) – CMS is divided into Regional Offices across the nation. Florida is under Regional Office four (4) – Atlanta.

Recommendation for Sanction (RFS) – A State enforcement action.

Special Focus Facility (SFF) – A Nursing Home designation that requires 6-month survey cycles.

Standard (STD) – A Federal Tag type.

State Fiscal Year (SFY) – July first (1st) through June thirtieth (30th).

State Validation – A survey type conducted on a State Accredited provider.

Statement of Deficiencies (SOD) – After AHCA completes its survey, it sends the entity surveyed a statement of deficiencies, generated from ASPEN, which is a public record of the survey; Form CMS-2567 (federal), AHCA Form 3020-0001 (state double column), and AHCA Form 5000-3547 (state single column).

ATTACHMENT B SCOPE OF SERVICES

Statistical Analysis System (SAS) – A software suite that provides advance data analytics and data management (currently used for the generation of some scheduling reports).

Survey & Certification Support Branch (SCSB) – A unit within the Agency’s Bureau of Field Operations.

Survey Type – See **Attachment B, Exhibit B-3a**, Survey Cycles.

Surveyor ID – Federal Surveyor ID assigned within ASPEN and used as a unique identifier for surveyors who participate on both federal and state surveys.

Surveyor Minimum Qualification Test (SMQT) – A surveyor qualification that is based on a CMS-sponsored test, when passed, qualifies a surveyor for Nursing Home surveys.

Swing Bed (SWB) – A service provided by a Hospital facility type (federal).

Tier 1 to Tier 4 (T1-T4) – Federal prioritization of workload. Tier 1 and Tier 2 may result in loss of federal funding if due dates are missed. Each federal provider type has its own Tier structure and survey cycles.

Tableau – A data visualization tool.

Triennial - A survey cycle with a MAX interval of thirty-six and nine tenths (36.9) months between current/prior re-licensure/recertification survey exit dates.

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

Versa Regulation (VR) - A Licensing and Enforcement Software system used by AHCA (not maintained on premise) for the capture and management of application, licensure, enforcement, survey and payment information.

B. Acronyms

Apps	Applications
BAA	Business Associate Agreement
CAP	Corrective Action Plan
CFR	Code of Federal Regulations
CJIS	Criminal Justice Information System
COTS	Commercial Off The Shelf
DOEA	Department of Elder Affairs
DPPA	Driver Privacy Protection Act
EEO	Equal Employment Opportunity

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

**ATTACHMENT B
EXHIBIT B-1
DELIVERABLES, ASSOCIATED PAYMENT AND FINANCIAL CONSEQUENCES**

1.	<u>DELIVERABLE</u>
	Requirements Traceability Matrix (RTM)
	<u>SUPPORTING DOCUMENTATION</u>
	An RTM shall be created and/or updated as required as part of this Contract. The RTM shall clearly link the new and/or changed requirements to where and how they have been implemented in the system. The RTM shall provide backwards and forward traceability, meaning the RTM documents each requirement from its source through definition, analysis, design, testing, acceptance, and deployment.
	<u>EVALUATION CRITERIA</u>
	RTM helps to link the requirements, test cases, and defects accurately. The whole of the application is tested by having requirement traceability (End-to-End testing of an application is achieved). RTM assures good 'Quality' of the application as all the features are tested. Quality control can be achieved as software gets tested for unforeseen scenarios with minimal defects and all functional and non-functional requirements being satisfied.
	The RTM evaluation will be based on Bi-Directional Traceability:
	(Forward + Backward): A Good RTM has references from test cases to requirements and vice versa (requirements to test cases). This is referred to as 'Bi-Directional' Traceability. It ensures that all the Test cases can be traced to requirements and each and every requirement specified has accurate and valid Test cases for them.
	<p>The diagram, titled "Bi-Directional Traceability", is divided into two columns: "Forward" and "Backward". In the "Forward" column, a blue box labeled "Requirements" has a curved arrow pointing to a blue box labeled "Test Cases". In the "Backward" column, a blue box labeled "Test Cases" has a curved arrow pointing to a blue box labeled "Requirements".</p>
	<u>DUE DATE(S)</u>
TBD by the Project Plan	
<u>AMOUNT</u>	
TBD based on Vendor's Proposal	
<u>PERFORMANCE STANDARDS</u>	
The basis for acceptance will follow the requirements set forth in this Contract, the Vendor's proposal and other terms and conditions of this Contract. Documented deliverable items rejected will be corrected by the Vendor at no additional cost to the Agency.	
<u>LIQUIDATED DAMAGES</u>	
If deliverable is deemed unsatisfactory by the Agency, the Vendor shall re-perform the deliverable as needed for submittal of a satisfactory deliverable, at no additional cost to the Agency, within the timeframe established by the Agency. If the vendor does not satisfactorily re-perform the deliverable within the established timeframe, liquidated damages in the amount of \$250.00 per calendar day beyond the due date shall be imposed.	

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**ATTACHMENT B
EXHIBIT B-1
DELIVERABLES, ASSOCIATED PAYMENT AND FINANCIAL CONSEQUENCES**

	<u>DELIVERABLE</u>					
2.	Quality Assurance Plan (QAP)					
	<u>SUPPORTING DOCUMENTATION</u>					
	The Vendor shall provide the Agency with a QAP (consisting of no more than ten (10) pages detailing the overall high-level approach to quality assurance activities for the project. The QAP shall describe in detail the approach to Quality Assurance, including the approach to regular testing and performance tests, as well as the specific integration tests regarding the distributed operation of the software.					
	<u>EVALUATION CRITERIA</u>					
	The focus of quality control is on the deliverables of the project. Quality control monitors project deliverables to verify that the deliverables are of acceptable quality and the customer is satisfied.					
	Quality Control and Assurance Problem Tracking:					
	If you do not use some method to track quality issues, e.g., wiki, e-mail, ticketing system, JIRA, then the following logs can be used to itemize, document, and track-to-closure items reported through quality management activities. The table headings are examples of information you may wish to collect.					
	Quality Control Log					
	Exception ID Number	Review Date	Deliverable Reviewed	Findings	Resolution	Resolution Date
	Quality Assurance Log					
	Exception ID Number	Review Date	Process Reviewed	Findings	Resolution	Resolution Date
<u>DUE DATE(S)</u>						
TBD by the Project Plan						
<u>AMOUNT</u>						
TBD based on Vendor's Proposal						
<u>PERFORMANCE STANDARDS</u>						
The basis for acceptance will follow the requirements set forth in this Contract, the Vendor's proposal and other terms and conditions of this Contract. Documented deliverable items rejected will be corrected by the Vendor at no additional cost to the Agency.						
<u>LIQUIDATED DAMAGES</u>						
If deliverable is deemed unsatisfactory by the Agency, the Vendor shall re-perform the deliverable as needed for submittal of a satisfactory deliverable, at no additional cost to the Agency, within the timeframe established by the Agency. If the vendor does not satisfactorily re-perform the deliverable within the established timeframe, liquidated damages in the amount of \$250.00 per calendar day beyond the due date shall be imposed.						

**ATTACHMENT B
EXHIBIT B-1
DELIVERABLES, ASSOCIATED PAYMENT AND FINANCIAL CONSEQUENCES**

3.	<u>DELIVERABLE</u>
	User Acceptance Testing (UAT) - User Acceptance Test Plan and test scenarios/scripts.
	<u>SUPPORTING DOCUMENTATION</u>
	The Agency will perform acceptance testing of the new or modified systems code and/or database changes/additions after successful completion of Vendor testing. The Vendor shall prepare or update a UAT plan and test scenarios/scripts for Agency users to follow during the initial structured portion of the UAT (following structured testing the users are encouraged to conduct their own free-form testing). The Vendor shall assist Agency staff during the preparation and execution of the acceptance test by establishing test data and maintaining the test environment. The Vendor shall provide the draft version of all documentation, including the RTM, which shall be delivered with the final product at the time of the initiation of the UAT period. The RTM shall clearly link the new and/or changed requirements to where and how they have been implemented in the system, to assist the users during testing. The Vendor shall correct any errors identified by the UAT team. The Vendor shall document the results of the testing in the Test Report. Upon receipt of the report, the Agency will examine the test results and make a determination as to the readiness of the new or modified systems code and/or database changes/additions to be released into the production environment.
	<u>EVALUATION CRITERIA</u>
	Quality of UAT Plans and test scenarios/scripts.
	<u>DUE DATE(S)</u>
	TBD by the Project Plan
	<u>AMOUNT</u>
	TBD based on Vendor's Proposal
	<u>PERFORMANCE STANDARDS</u>
	The Agency will certify the planned release under one of the following categories:
	<ul style="list-style-type: none"> a. It is determined by the Vendor and the Agency to be virtually error free and should be released into production; b. Errors still exist that should be addressed, however, an Agency approved decision could be made that either; <ul style="list-style-type: none"> i. The release can proceed intact, and the errors will be corrected and implemented through a subsequent release; or ii. The release can proceed but the portions determined defective will be removed from it and errors will be corrected and implemented through a subsequent release. c. At the Agency's discretion, it has major shortcomings and should not be released into production at this time. Instead, it should be returned for further development and re-testing.
<u>LIQUIDATED DAMAGES</u>	
If deliverable is deemed unsatisfactory by the Agency, the Vendor shall re-perform the deliverable as needed for submittal of a satisfactory deliverable, at no additional cost to the Agency, within the timeframe established by the Agency. If the vendor does not satisfactorily re-perform the deliverable within the established timeframe, liquidated damages in the amount of \$250.00 per calendar day beyond the due date shall be imposed.	

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**ATTACHMENT B
EXHIBIT B-1
DELIVERABLES, ASSOCIATED PAYMENT AND FINANCIAL CONSEQUENCES**

4.	<u>DELIVERABLE</u>
	Delivery of a fully functional “cloud-hosted” surveyor scheduling system based on the requirements outlined in Exhibit B-3 , Requirements.
	<u>SUPPORTING DOCUMENTATION</u>
	The final Agency approved written acceptance of the cloud-hosted software solution will occur when all discrepancies, errors or other deficiencies identified in writing by the Agency have been resolved, either through documentation updates, program correction or other mutually agreeable methods.
	<u>EVALUATION CRITERIA</u>
	Project Solution proposal will be evaluated where the IT project management, Development and IT Application Lifecycle Management standards, IT architectural standards including data management IT Security standards, IT Disaster Recovery Standards, Deployment and training standards and maintenance and support services description are defined in Exhibit B-1 , Deliverables, Associated Payment and Financial Consequences.
	<u>DUE DATE(S)</u>
	June 30, 2020
	<u>AMOUNT</u>
	TBD based on Vendor’s Proposal
	<u>PERFORMANCE STANDARDS</u>
The basis for acceptance will follow the requirements set forth in the purchase order, the Vendor’s proposal and other terms and conditions of the Contract. Documented deliverable items rejected will be corrected by the Vendor at no additional cost to the Agency.	
<u>LIQUIDATED DAMAGES</u>	
\$500.00 per day for each day system is not in compliance with the terms and conditions of the contract.	

5.	<u>DELIVERABLE</u>
	Project Plan showing cost, schedule, resources, and Work Breakdown Structure (WBS), in the form of a Microsoft Project-based Gantt chart document.
	<u>SUPPORTING DOCUMENTATION</u>
	<u>EVALUATION CRITERIA</u>
	The project documentation will be clearly defined in the solution as stated above.
	<u>DUE DATE(S)</u>
	TBD on the Project Plan
	<u>AMOUNT</u>
	TBD based on Vendor’s Proposal
	<u>PERFORMANCE STANDARDS</u>
Standard Project documentation will comply with the standards set-forth in the Project Management Institutes Project Management Body of Knowledge (PMBOK) through the Project Management Institute.	
<u>LIQUIDATED DAMAGES</u>	
If deliverable is deemed unsatisfactory by the Agency, the Vendor shall re-perform the deliverable as needed for submittal of a satisfactory deliverable, at no additional cost to the Agency, within the timeframe established by the Agency. If the vendor does not satisfactorily re-perform the deliverable within the established timeframe, liquidated damages in the amount of \$250.00 per calendar day beyond the due date shall be imposed.	

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**ATTACHMENT B
EXHIBIT B-2
PROVIDERS AND WORKLOAD**

PROVIDER TYPE	NUMBER OF SURVEYS						NUMBER OF PROVIDERS			% CHANGE	
	CY 2016		CY 2017		CY 2018		CY 2016	CY 2017	CY 2018	# Surveys Btw 2016 & 2018	# Providers Btw 2016 & 2018
	Routine	Complaints	Routine	Complaints	Routine	Complaints					
ABORTION CLINIC	81	5	69	3	70	7	61	61	58	-10.5%	-4.9%
ADULT DAY CARE CENTER	262	13	238	27	346	19	272	294	318	32.7%	16.9%
ADULT FAMILY CARE HOME	338	57	391	84	342	80	390	365	335	6.8%	-14.1%
AMBULATORY SURGICAL CENTER	519	19	787	26	685	42	434	439	450	35.1%	3.7%
ASSISTED LIVING FACILITY	3,934	2,144	4,257	2,158	4,721	2,587	3,091	3,110	3,099	20.2%	0.3%
BIRTH CENTER	84	7	75	6	46	1	34	35	34	-48.4%	0.0%
CLINICAL LABORATORY	769	47	882	35	1,028	17	3,859	3,904	3,837	28.1%	-0.6%
CLINICAL LABORATORY - WAIVED LABS							17,787	18,341	18,636		
COMMUNITY MENTAL HEALTH CENTER-PARTIAL HOSPITALIZATION PROGRAM	6	0	8	0	17	0	11	10	11	183.3%	0.0%
COMPREHENSIVE OUTPATIENT REHAB FACILITY	15	0	12	0	17	0	47	45	42	13.3%	-10.6%
CRISIS STABILIZATION AND SHORT TERM RTF	1	66	2	65	3	56	57	55	55	-11.9%	-3.5%
END STAGE RENAL DISEASE	336	97	358	85	364	106	426	436	451	8.5%	5.9%
FEDERALLY QUALIFIED HEALTH CENTERS	0	0	0	0	0	0	339	368	401	0.0%	18.3%
FORENSIC TOXICOLOGY LABORATORY	0	0	0	0	1	0	10	10	10	0.0%	0.0%
HEALTH CARE CLINIC	1,020	28	1,265	37	1,234	51	1,942	2,115	2,222	22.6%	14.4%
HEALTH CARE SERVICES POOL	0	7	0	6		3	484	449	463	-57.1%	-4.3%
HOME HEALTH AGENCY	462	489	453	429	527	476	1,995	1,941	1,916	5.5%	-4.0%
HOME MEDICAL EQUIPMENT PROVIDER	244	40	223	60	235	45	988	1,011	1,104	-1.4%	11.7%
HOMEMAKER AND COMPANION SERVICES	0	31	0	48		42	1,658	1,728	1,767	35.5%	6.6%
HOMES FOR SPECIAL SERVICES	0	0	1	0		1	1	1	1	0.0%	0.0%
HOSPICE	69	114	68	111	67	98	45	46	48	-9.8%	6.7%
HOSPITAL	540	967	679	864	669	1,069	306	308	310	15.3%	1.3%
INTERMEDIATE CARE FACILITY FOR THE DEVELOPMENTALLY DISABLED	308	47	365	49	359	80	100	100	100	23.7%	0.0%
MULTIPHASIC HEALTH TESTING CENTER	168	0	126	0	81	0	155	157	156	-51.8%	0.6%
NURSE REGISTRY	387	77	395	86	438	98	580	593	617	15.5%	6.4%
NURSING HOME	2,482	2,475	2,588	2,325	2,328	2,521	682	683	685	-2.2%	0.4%
SKILLED NURSING UNIT							8	9	10		
ORGAN AND TISSUE PROCUREMENT	41	0	35	0	45	0	119	138	147	9.8%	23.5%
PORTABLE X-RAY	12	0	10	0	6	0	41	40	36	-50.0%	-12.2%
PRESCRIBED PEDIATRIC EXTENDED CARE CENTER	70	22	31	25	73	33	61	72	84	15.2%	37.7%
REHAB AGENCY	37	2	65	2	48	2	231	232	231	28.2%	0.0%
RESIDENTIAL TREATMENT CENTER FOR CHILDREN AND ADOLESCENTS	13	68	1	71	12	58	30	31	30	-13.6%	0.0%
RESIDENTIAL TREATMENT FACILITY	14	22	8	25	22	16	96	98	98	5.6%	2.1%
RURAL HEALTH CLINIC	50	1	28	0	44	3	155	159	153	-7.8%	-1.3%
TRANSITIONAL LIVING FACILITY	2	4	12	6	6	9	12	11	12	150.0%	0.0%
UNLICENSED FACILITY	3	245	4	197	2	213	-	-	-	-13.3%	
GRAND TOTAL	12,267	7,094	13,436	6,830	13,836	7,733	36,507	37,395	37,927	11.4%	3.9%

Data Sources:

Surveys: Tableau HQA Division Dashboards Production, Surveys and Complaints New, Surveys and Complaints Dashboard

Providers: Tableau HQA Division Dashboards Production, Active Providers Dashboard, Historical Providers by Provider Type (except FQHC, CMS 434 Reports)

**ATTACHMENT B
EXHIBIT B-3
REQUIREMENTS**

Item	Section	Title	High-level Requirement	Description / Comments	Additional Notes
1	Application	Access	The application will allow for role-based access twenty four (24)-hour a day, seven (7) day a week	VR/ASPEN data refreshes occur M-Sat	<ul style="list-style-type: none"> ▪ ASPEN DM refreshes nightly from Monday-Saturday. ▪ The DataMart refreshes daily (certain data elements are refreshed every thirty (30) minutes; whereas others are overnight batches).
2	Application	Automated Scheduling Maintenance	The application must allow administrators to add, modify or delete pre-defined scheduling & staffing criteria when needed.		
3	Application	Internet Browser Requirements	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.	Chrome, Firefox, Safari and Microsoft Internet Explorer versions 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/ .	
4	Application	Document Upload	The application should allow for documents to be uploaded.	Pre-Survey documents; Post-Survey documents and images (some contain PHI/PII, HIPAA and other confidential files)	Currently documents and notes are attached to email and/or on Outlook calendar appointments (includes ASPEN survey shells). Can the system auto-pull documents from Laserfiche (e.g., application documents)?
5	Application	Internal Access	The application will use Active Directory to grant users initial access.	The system needs to be secure to protect the confidentiality of future survey dates.	Future survey dates require completion of a <i>Future Disclose Date Disclosure</i> form, and approved by the Supervisor, ASPENHELP, and the Bureau Chief. Can this warning be presented up front on the screen?
6	Application	Mobile Accessibility through responsive web design capabilities or mobile	The application is required to have mobile capabilities and responsive mobile design, which will also meet the Agency's security requirements.	Using any AHCA approved mobile device, users will need to be able to access the application in the office, at home, or on the road	This is a mobile network (Verizon, AT&T, etc.) issue, not the application itself. FirstNet can assist here.

**ATTACHMENT B
EXHIBIT B-3
REQUIREMENTS**

Item	Section	Title	High-level Requirement	Description / Comments	Additional Notes
		programming adaptability			
7	Application	Number of Users	The application must be able to support a high number of users within defined roles.		VIEW vs EDIT roles need based on field office, provider type and surveyor under area of responsibility. Four hundred fifteen and one half (415.5) FTEs overall, two hundred eighty four (284) FTEs are surveyors.
8	Application	Provider Survey Cycles	The system will set the survey intervals for scheduling federal surveys as established through the annual Federal Mission Priority Document (MPD), the State Operations Manual (SOM), and Memos periodically distributed by the Centers for Medicare and Medicaid Services (CMS). The application will set the survey intervals for scheduling state surveys as established through Florida Statute, Rule, and internal business processes.	See Attachment B, Exhibit B-3a , Survey Cycles	
9	Application	Provider Types	The application will accommodate the different provider types and their unique scheduling and staffing criteria when scheduling surveys (length of appointment, number of staff assigned, staff training).		
10	Application	Survey Assignment Order	The application must allow administrators to select and modify the order used for the assignment of a surveyor to a survey.	The order will dictate how the application automatically flags upcoming surveys and assigns them to corresponding surveyor(s). The ability to modify the order will allow the administrator to rapidly update the application in response to any Federal, Statute, or Rule changes.	<ol style="list-style-type: none"> 1) Discipline 2) Qualification 3) Conflicts 4) Availability 5) Preference 6) Distance 7) Overtime 8) Experience

**ATTACHMENT B
EXHIBIT B-3
REQUIREMENTS**

Item	Section	Title	High-level Requirement	Description / Comments	Additional Notes
11	Application	Surveyor/User Conflicts of Interest	The application will store surveyor/user conflicts of interest		
12	Application	Surveyor/User Discipline	The application will store and update surveyor/user disciplines		Possibility to feed from ASPEN?
13	Application	Surveyor/User Qualifications	The application will store surveyor/user qualifications		
13	Application	System Administration	The application will allow administrators to establish user accounts and security roles. This component will be also be used to maintain/view: surveyor disciplines, surveyor qualifications, surveyor conflicts of interest (begin/end dates), surveyor location, surveyor contact info, and facility information.	This would allow administrators to assign users to different roles and make other allowed modifications within the application without submitting Network Access Request forms or Project Service Requests.	If user isn't yet added to an 'integrated' system, could a shell be created in this tool, and then 'matched/merged' later?
14	Application	System Format Changes	The application must allow administrators to configure (add, modify, delete) fields.		
15	Application	System Usage High	The application must allow multiple users to work in the system at the same time on the same item		If multiple users are in the same item, which one prevails when saved?
16	Archive	Audit Logging	This component should maintain audit report of every user and record created, accessed, modified, and/or deleted in the application. This component should also retain a timestamp for each of the aforementioned application actions.		
17	Archive	Communication History	Ability to document/view provider contact by a user.	While most surveys are unannounced, the user should be able to indicate the status of the task - attempted call, spoke with person, emailed, etc.	Currently recording VR FO Provider Contact information in VR -- could this be fed from VR to the application for viewing? For application-based surveys (initials), the application might be able to push contact back to VR FO Provider Contact

**ATTACHMENT B
EXHIBIT B-3
REQUIREMENTS**

Item	Section	Title	High-level Requirement	Description / Comments	Additional Notes
18	Archive	Record Archiving	The application must store historical records.	Records will be linked to a specific facility/visit.	While LF, VR & ASPEN store historical survey records, this tool could archive scheduling changes, and decisions that were made to change the survey date (some standardized, some not) – for example, provider refused access, found non-operational at address on file, etc.
19	Archive	Visit History	Each record in the application must contain visit history details.	Scheduled start vs Real start, Scheduled finish vs Real finish, Location(s), Survey Type.	Distinguish between finishing the on-site portion of the survey, and finishing the documentation write-up/travel separately.
20	Authentication	System Authentication	The solution must comply with F.A.C. Rule 74-5 Information Technology Architecture Standards	Compliance with Rule 74-5 is required Identity Management is required.	The Agency uses Microsoft Windows Active Directory Federation Services (ADFS) Rule Reference: http://flrules.elaws.us/fac/74-5
21	Data	Data Interoperability	Data Interoperability with other AHCA systems through Application Programming Interfaces (APIs), etc.	Data interoperability addresses the ability of systems and services that create, exchange and consume AHCA data to have clear, shared expectations for the contents, context and meaning of the scheduling system's data.	Data Analysis ability with business intelligence tools such as Tableau, Microsoft Power BI, or others is required and the system's data needs to be made available for other systems use.
22	Display	AHCA Logo	The application will need to be updated to include AHCA specific logos, text, requisite headers and footers, and other features of AHCA's application layout template.		
23	Display	Calendar Display Format	The application will display activity/schedules by day, week, month, quarterly, SFY, FFY, etc. in calendar format or list view.	Statewide, but filterable by one or more Field Offices, Counties, Provider Types, Survey Types, Surveyors	Currently using separate, shared OUTLOOK Calendars at each Field Office
24	Display	Supervisor View of Scheduled Visits	Allow supervisors (or their delegates) to see the status of all visits scheduled (under their supervision).	Based on security roles (individualized by Field Office)	Includes, Supervisors, FOMs, Schedulers, and their Delegates

**ATTACHMENT B
EXHIBIT B-3
REQUIREMENTS**

Item	Section	Title	High-level Requirement	Description / Comments	Additional Notes
25	Display	User Screen Home	User should be presented with a <u>customizable</u> dashboard that is role-based.	<p>Surveyors should be able to easily identify survey type, provider type, where to go, anticipated travel time/distance, time of arrival, begin/end dates, documents required, team members, and team leader</p> <p>Schedulers should be able to easily identify work scheduled and work that needs to be scheduled (or rescheduled) to meet due dates of assigned and routine work, with schedule warnings.</p> <p>Supervisors/Managers/Admins should be able to easily identify survey milestones, outliers, and work pending receipt, pending review and/or pending finalization</p> <p>Admins should be able to maintain the system, users, and security</p>	<p><u>Example of Scheduler Warning Categories:</u> Scheduled Timely</p> <p>Scheduled Late, Due Within Next fourteen (14) Days Scheduled Late, Due Within Next thirty (30) Days Scheduled Late, Due Within Next sixty (60) Days Scheduled Late, Due Within Next 90 Days</p> <p>Not Scheduled, Overdue Not Scheduled, Due Within fourteen (14) Days Not Scheduled, Due Within thirty (30) Days Not Scheduled, Due Within sixty (60) Days Not Scheduled, Due Within 90 Days</p> <p>Not Scheduled, Due by SFY End (6/30/yy) Not Scheduled, Due by FFY End (9/30/yy)</p>
26	Display	Visit Status Display	The application will be able to display multiple views, including the status of specific visits, visits by facility, visits by surveyor, quick view, etc.		Consider color coding by facility type, or survey type (higher priority P1, lower priority desk review)
27	Forecast	Productivity (workload vs staffing)	Given workload required in a SFY/FFY, the application will forecast staffing needs (by field office, by discipline)		
28	Forecast	Workload tracking	Given workload required in a SFY/FFY, the application will track status (percentage) of completion by SFY and FFY and by Field Office		Federal versus State (separately)
29	GPS	Interactive State Map - Facilities	A clickable map of Florida should be used on the home page for the user to navigate to a Field Office/County to see a listing of facilities - filterable by provider type(s)	Field Office/ County (Non-CLIA has 8 Field Offices; CLIA has six (6) Field Offices)	

**ATTACHMENT B
EXHIBIT B-3
REQUIREMENTS**

Item	Section	Title	High-level Requirement	Description / Comments	Additional Notes
28	GPS	Interactive State Map - Surveyors	The map should have an alternate view showing a Field Office/County to see a listing of surveyors and where they are located.	Remote workers should reflect their assigned work location (some are working from home).	
29	Integration	Data Sharing	The application will need to interact with and pull/push data from/to other Agency databases (such as VR, ASPEN, DataMart, Laserfiche, PeopleFirst) to access facility, survey, and surveyor data.	Frequency of data extracts must be as close to real-time as possible. Some overnight batches would be permissible; however, higher priority complaints and other urgent surveys will need to push more frequently (e.g., P1 complaints are surveyed within two (2) business days of receipt, P3 within forty-five (45) calendar days). AHCA IT Department will establish standard	
30	Notification	Appointment Reminder	The application should be capable of real time notification of upcoming and imminent appointments.		
31	Notification	Missed Surveys	The application should flag or indicate a missed survey visit	Scheduled but not conducted, not scheduled/overdue, not scheduled/due within thirty-one (31) days	
32	Notification	New Item Flag	The application must notify specified users (role-based) when unassigned tasks, new complaints arrive, and additional documentation on complaints arrives		
33	Notification	Surveyor Unavailability	The application should allow users to flag or indicate unavailability (with supervisory approval).	Possible data source, PF	
34	Project Management	IT Project Management & Oversight	F.A.C. Rule 74-1 Project Management and Oversight Compliance	Compliance with Rule 74-1 is required. IT Project Management Reporting requirements are included in the Rule.	FL Administrative Code Rule 74-1 Reference: http://flrules.elaws.us/fac/74-1
35	Queries	Facility Search	Each facility should have one entry in the application and allow users to search by current/old facility name and other unique identifiers	There are multiple facilities in the system with the same name; other search identifiers are required (for example, facility type, CCN, File Number, Address, City)	

**ATTACHMENT B
EXHIBIT B-3
REQUIREMENTS**

Item	Section	Title	High-level Requirement	Description / Comments	Additional Notes
36	Queries	Facility Search Return	The application should not return multiple identical results for one facility		Duplicates should be identifiable in order to be able to 'fix' outliers before surveys are assigned to incorrect facilities
37	Queries	Survey Search	Users need to be able to search on one or more survey identifiers (survey type, status, provider, TrackID, EventID)		
38	Queries	Surveyor Search	Users may need to be able to search on one or more surveyor identifiers (surveyor name, surveyor ID, surveyor field office, surveyor discipline, surveyor qualification)		
39	Reporting	Exportability	The schedule and other data must be able to be exported into multiple formats for reporting and data analysis.		
40	Reporting	Report Access	The application will allow for reporting to be specific for users, type of surveys, etc.	Generate role-based canned reports, and allow for selection of tables/fields for ad-hoc reporting	For example, surveys without team leaders, or surveyors without assignments
41	Reporting	Surveyor Travel	The application will allow users to generate and export a survey travel itinerary.		
42	Scheduling	Automated Scheduling	The application must be able to automate a survey schedule based on pre-defined criteria	<ul style="list-style-type: none"> - Generate a proposed schedule (daily, weekly, monthly) based on the survey intervals, complaint priorities, facility size (i.e., beds), team composition, surveyor qualifications/conflicts of interest/availability/location/discipline, revisit timeframes, but shuffle or re-process when surveys with a higher priority are added. - System will recalculate surveys remaining to be scheduled 	<p>See Attachment B, Exhibit B-3c, Scheduling Levels.</p> <p>Consider surveyors that resign or leave AHCA. System should be able to identify terminated surveyors who are assigned to surveys (and suggest replacement). Forces reassignment and recalculations or manual override.</p>

**ATTACHMENT B
EXHIBIT B-3
REQUIREMENTS**

Item	Section	Title	High-level Requirement	Description / Comments	Additional Notes
43	Scheduling	Consolidation of Surveys Due	The application must be able to consolidate multiple survey types at the same facility into the fewest number of survey dates required to optimize productivity and meet required timeframes (based on earliest due dates)	Examples: One NH has 4 complaints (1-P2, 2-P3, 1-P4, Recert/Re-licensure due on varying dates)	See Attachment B, Exhibit B-3b , Complaint Priorities.
44	Scheduling	Manual Scheduling	The application must allow select users to manually schedule surveys	Role-based	
45	Scheduling	Provider Communication	The application must allow users to document interactions with the provider (e.g., confirm schedule dates with facilities for announced surveys, providers that deny access for inspection, provider unavailable, provider not operating at site, etc).	Confirm by phone/email and indicate confirmation in the application.	<u>Most</u> surveys are unannounced, and contact with provider is not allowed. VR FO Provider Contact field is only available if related to application.
46	Scheduling	Scheduling Approval	The application must allow select users to 'approve' the schedule, or change either approved or unapproved schedules as other adjustments are needed	Role-based	
47	Scheduling	Scheduling Changes	Select users (role-based) should have the ability to add, modify, and delete scheduled visits.	Warning should generate when a scheduled survey modification or deletion is requested for a facility whose survey timeframe is due within thirty-one (31) days, or if the new schedule date exceeds the due date	Should be able to record the reason for the 'moved' survey date (why change was made)
48	Scheduling	Scheduling Conflicts	The application will need to automatically detect appointment/schedule conflicts and display the conflicts for users to manually reschedule items.	Calendar should allow for standard appointment time increments. Multiple surveys are allowed in one day for some provider types/survey types.	Consider travel time, lunch/breaks between appointments (can this be GPS based)?

**ATTACHMENT B
EXHIBIT B-3
REQUIREMENTS**

Item	Section	Title	High-level Requirement	Description / Comments	Additional Notes
49	Scheduling	Surveyor Availability	The application must be able to select/list available surveyors when scheduling surveys. Must also allow for updates to surveyor availability	Examples: Scheduled on survey(s), Training, Vacation, Other (potential to feed from PF for leave/absences). Block of time carved out for rapid response to complaints	Include a 'show all' button to allow manual switching of assignments for a surveyor already scheduled to a higher priority assignment
50	Scheduling	Surveyor Discipline(s)	The application must be able to select staff for surveys based upon discipline types.	Examples: Nurse, Fire Protection Specialist, QIDP, Dietician	
51	Scheduling	Surveyor Distance	The application must be able to assign surveyors based on specified distance criteria.	Examples: Home office to facility location; between two facility locations; facility location to home office; city-to-city mileage (to assess need for overnight stay)	
52	Scheduling	Surveyor Qualification(s)	The application must be able to flag or indicate qualified surveyors when scheduling surveys	Examples: ICFs, Hospitals, NHs (SMQT), ALFs, trainee by provider type(s)	Maintain at HQ or at Field Office level?
53	Security	Compliance with FAC Rule 74-2 IT Security	Compliance with Florida Administrative Code Rule 74-2 IT Security, is required	Rule 74-2 has vendor and Agency requirements in regard to Access Control, Security Training, Data Security and Information Protection, Anomalies & Events, Response Planning, Recovery, etc.	Florida Administrative Code Rule: http://flrules.elaws.us/fac/74-2
54	Security	24/7 Access	The application's external employee interface, including all forms, must be available to all users 24 hours a day, 7 days a week.		
55	Security	Admin User	The application will allow for user(s) to be designated as an Admin.		
56	Security	Application Access & Role Based Security	The application must be able to allow the users to access the application as defined by their role.	An administrator would have a view and set of capabilities that differs from that of the general end user, and can assign/change/add new user roles	
57	Security	Application Maintenance	Scheduled maintenance for the application should require minimal time, effort, or downtime.		Balance customization and maintenance costs

**ATTACHMENT B
EXHIBIT B-3
REQUIREMENTS**

Item	Section	Title	High-level Requirement	Description / Comments	Additional Notes
58	Security	Disaster Recovery	The application will support continuity of operations in the event of a disaster or emergency.		
59	Security	Future Survey Visit Appointment Display	The application will allow users to set a specific window of time to view data.	Future survey dates are extremely confidential and should only be viewable by role and potential a set number of days in the future. Schedulers, supervisors, managers, support staff need to be limited by Field Office and/or provider type. Admins will not be limited.	A warning should display regarding protection of future survey dates
60	Security	Information Confidentiality	The application must protect the confidentiality of PHI/PII, HIPAA-protected, and otherwise confidential information.		
61	Training	Training	The application will provide online help and training utilities for all end users.		
62	Workflow	Schedule Approval	The application must allow for schedules to be approved by a scheduler/supervisor (or delegate), prior to the assigned surveyor or surveying team being notified.	This would allow for human verification and review.	
63	Workflow	Survey Types	The application must be able to identify each survey type, due date, priority and status	Example Survey Types: Annual, Biennial, Triennial, Complaint, Recert, Re-licensure, Federal Validation, State Validation, Revisit, Monitoring, ECC, LNS, six (6) Month, SFF;	
64	Workflow	Survey Status Updates	The application must be able to update the survey status for the users (role-based).	VR Survey Status: Scheduled, Completed-Pass, Completed-Fail VR Survey Results: Deficiencies Cited, Deficiencies Corrected, No Deficiencies, Pending	

**ATTACHMENT B
EXHIBIT B-3
REQUIREMENTS**

Item	Section	Title	High-level Requirement	Description / Comments	Additional Notes
65	Workflow	Task Tracking	The application will assign role-based tasks to users and track statuses of tasks (milestones) via workflows.	<p>Include Demographics: Facility Name, City, Facility Type, Facility Size, Facility Specialties, ASPEN Event ID(s), Survey Type(s), Survey Start Date, Survey End Date, Team Leader</p> <p>Tasks (Milestones):</p> <ul style="list-style-type: none"> ▪ Waiting for Scheduling, ▪ Survey Shell Sent, ▪ Survey Worksheets Received, ▪ Supervisory Review Completed, ▪ RO Review Completed, ▪ SOD Sent, ▪ POC Received, ▪ POC Acceptable/Unacceptable, ▪ Survey Documents Scanned, ▪ Waiting for Upload to National, ▪ Revisit Scheduled, ▪ Waiting for Tracking Closure, ▪ Enforcement Action (RFS, Admin Complaint Approved), ▪ Referrals 	Field Offices track 'work in progress' in different ways. This is an opportunity to streamline tracking of these milestones.

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ATTACHMENT B EXHIBIT B-3a SURVEY CYCLES

Prov Type	Survey Cycle (State)
13-AC	Annual 390.012(1)(c)3 FS
12-ADCC	Biennial
52-AFCH	Annual 58A-14.010(2)(a)2 FAC – FO Discretion 6 mos (if Conditional Lic)
	6 mos (after Init Lic) – FO Discretion
11-ALF	Biennial (w/in 12 mos lic exp); Abbrev if eligible 6 mos (if Class 1 & 3+ Class 2 w/in 60 days 6 mos (if Conditional Lic) ECC - Biannual (may waive 1) LNS - Annual (may waive)
	Annual (Off-Yr Monitor) if Class 1, 2 or 3+ uncorr Class 3 in prior yr – FO Discretion 6 mos (after Init Lic) – FO Discretion
	NA - Biennial
	Accr - Hlth Valid/3yrs ST Accr & NA – Biennial LSC
	NA - Biennial
15-BC ¹	NA - Biennial ST Accr – Complaints
17-CSU/SRT	NA - Biennial ST Accr – Complaints
37-FT	ST Accr (SAMHSA or CAP) - Complaints
74-HCC	Biennial (CFS Rpt)
56-HME	NA - Biennial (CFS Rpt) ST Accr - Complaints
67-HCSP	Complaints
39-HCS	Complaints
21-HSS	Biennial
28-MHTC	Annual 59A-6.020(4) FAC (CFS Rpt)
42-NR	Biennial
29-PPEC	Biennial
32-RTF	NA - Biennial ST Accr - Complaints
34-TLF	NA - Biennial ST Accr - Complaints

No on-site surveys for out-of-state locations

ACRONYMS

ND = Non Deemed CFS = Cleared for Survey
 NA = Non Accredited
 Accr = Accredited
 Valid = Validation
 FED = Federal
 ST = State
 2802 = CMS Authorization
 T1, T2, T3, T4 = CMS Tier priority
 ST Biennial = 27.9 Mos MAX
 ST Annual = 15.9 Mos MAX

Prov Type	Survey Cycle (State/ Federal)	
14-ASC ¹	FED T1 Deem - CMS selects Valid -60d (2802) FED Deem – Complaint (2802) FED ND T2 - 25% FED ND T3 - 6yr ST Accr & NA – Biennial LSC ST NA - Biennial ¹ ST Accr – 5% Health Valid ST Accr - Complaints	
	19-HHA	FED ND T1 – 36.9m MAX FED Deem T1 - CMS selects Valid 60d (2802) FED Deem – Complaint (2802) ST NA - 36.9m MAX (nonskilled) ST Accr – Complaints
	22-Hospice ³	ST Annual/ST Biennial if 3 yrs subst compliance; otherwise annual) ST LSC – INP/RES Address (biennial) FED ND T1-36.9m MAX FED Deem - Complaint (2802) FED Deem T1 CMS selects Valid - 60d (2802)
	23-Hospital ¹	ST NA Relic – Biennial Hlth & LSC ST Accr – 5% Health Valid ST Accr – Biennial LSC ST Accr – Biennial Risk Mgmt FED Deem - T1 CMS selects Valid 60d (2802) FED Deem – Complaint (2802) FED ND T2-5% CAH, PSYCH, OTHER FED ND T3- Psych 3yr w/A&B-Tags; All Other Types 4yr FED Transplant Programs – 5 yrs
		35-SNF/NH ¹
25-ICF ¹		FED T1 - 12.9m AVG FED T3-Initials ST Relic – Biennial (combine w/FED) OTP FacID begins with OT
41-OTP/OPO		ST NA - Biennial ST Accr - Complaints OPO FacID begins with OP CMS Inspects
57-RTC/PRTF		RTC FacID does not end in "P" ST NA - Biennial ST Accr – Complaints PRTF FacID ends in "P" T1-FED 5yr (20%)
55-UNDEF	Unlicensed Complaints	

Prov Type	Survey Cycle (Federal)		
45-CMHC	T2-5% T3 - 5yr (20%) T4 – 6 yr AVG		
	16-CORF	T2-5% T3-7yr T4 – 6yr	
	18-ESRD ²	FED Deem – T1 CMS selects Valid 60d (2802) T1-Initials (within 90 days of MAC approval date) FED Deem – Complaint (2802) T2-CMS List T3-3.5yr T4 – 3yr	
24-FQHC	Complaints (RHC Stds)		
26-CLIA	CMPL CERT (Recert) – Biennial (6m before cert exp date & fee paid) CMPL REG CERT (Initial) -Btw 90d & 12m after cert effec date, fee paid & testing ACCR – Valid Per CLIA Budget Ltr (CMS Auth) ACCR – Complaints (CMS Auth) PPMP – Complaints (CMS Auth) WAIV – Complaints (CMS Auth) NOCN (No CLIA Number) – Complaints (CMS Auth)		
	47-OPT	FED Deem – T1 CMS selects Valid 60d (2802) FED Deem – Complaint (2802) T2-5% T3-7yr T4 – 6yr	
		54-SNU ¹	FED T1-15.9m MAX FED T1-12.9m AVG
		30-P.XRAY	T2-5% T3-7yr T4 – 6yr
	33-RHC	T2-5% T3-7yr T4 – 6yr FED Deem – T1 CMS selects Valid – 60d (2802) FED Deem – Complaint (2802)	
55-UNDEF		Moosehaven ¹ T1-15.9m MAX T1-12.9m AVG	

¹ LSC survey

² LSC survey (if not exempt: adjacent to high hazard occupancy & no exit to grade)

³ LSC survey for INP-Address and RES-Address locations

Medicare Deeming option (CMS Auth for Fed Valid & Complaints only); State Accreditation option (Validations & Complaints only)

Updated 7/1/19

**ATTACHMENT B
EXHIBIT B-3b
COMPLAINT PRIORITIES**

Provider Type:	Priority 1	Priority 2	Priority 3	Priority 4	Priority 5
Nursing Homes/ Skilled Nursing Units	CMS-IJ Initiate within 2 business days of receipt.	CMS-NonIJ-High Initiate within 10 business days of prioritization	CMS-NonIJ-Med 45 calendar days	_____	CMS-NonIJ-Low Investigate at next onsite visit
Deemed: State and Fed Investigation (ASC, HHA, Hospice, Hospital)	CMS-IJ Initiate within 2 business days of receipt.	_____	CMS-NonIJ-High 45 calendar days of receipt of RO auth.	_____	
Deemed: State only Investigation (ASC, HHA, Hospice, Hospital)	Initiate within 2 business days of receipt.	_____	_____	CMS-NonIJ-Med 90 calendar days	
Non Deemed: Fed Investigation (ASC, HHA, Hospice, Hospital, ICF, ESRD, etc.)	CMS-IJ Initiate within 2 business days of receipt	_____	CMS-NonIJ-High 45 calendar days	_____	
Non-deemed: State only (ALF, ADCC, etc.)	Initiate within 2 business days of receipt.	_____	_____	90 calendar days	
Hospital: State only- Emergency Access	_____	Initiate within 10 business days of prioritization.	_____	_____	
Hospital: Federal only- EMTALA	CMS-IJ Initiate within 2 business days of CMS auth.	_____	CMS-NonIJ-High 45 calendar days of receipt of RO auth.	_____	
Hospital: Death assoc. with restraint/ seclusion	CMS-IJ Initiate within 2 business days of CMS auth.	_____	_____	_____	
Fire-serious injury/death	CMS-IJ Initiate within 2 working days of receipt.	_____	_____	_____	
Unlicensed Activity	Initiate within 2 working days of receipt.	_____	_____	90 calendar days	
CLIA, Fed Investigation	CMS-IJ Initiate within 2 working days of CMS auth.	_____	45 <u>calendar</u> days	_____	
No CLIA Number (NOCN): Fed Investigation	CMS-IJ Initiate within 2 working days of CMS auth.	_____	45 <u>calendar</u> days	_____	

Effective: 6/11/19

**ATTACHMENT B
EXHIBIT B-3c
SCHEDULING LEVELS**

Provider Type	Survey Type	# People	# Days	Size	# Hours	Qualification Training	Qualification Discipline
AC	Health-Initial Lic	One (1)	One (1)		8	Greater than One (1) survey	
AC	Health-Re-licensure Only	One (1)	One (1)		8	Greater than One (1) survey	
ADCC	Health-Initial/ Re-licensure	One (1)	One (1)		8	Greater than 2 surveys	
AFCH	Health – 6 Month Monitoring following Initial Lic	One (1)	0.5		Four (4)	Greater than 2 surveys	
AFCH	Health-Initial Lic	One (1)	0.5		Four (4)	Greater than 2 surveys	
AFCH	Health-Re-licensure Only	One (1)	One (1)		8	Greater than 2 surveys	
ALF	Health-Std/Abbrev/6 Month Re-licensure	Two (2)	One (1)	Seventeen (17) – Thirty five (35) Beds	16	ALF Validation	
ALF	Health-Std/Abbrev/6 Month Re-licensure	Two (2)	Two (2)	Less than thirty-five (35) Beds	32	ALF Validation	
ALF	Health-ECC Monitoring	One (1)	0.5		Four (4)	ALF Validation	RN or appropriate designee
ALF	Health-LNS Monitoring	One (1)	0.5		Four (4)	ALF Validation	RN
ALF	Health-Re-licensure ECC/LNS	One (1)	0.5	≤ 16 Beds	Four (4)	ALF Validation	RN
ALF	Health-Re-licensure ECC/LNS	One (1)	One (1)	>16 Beds	8	ALF Validation	RN

**ATTACHMENT B
EXHIBIT B-3c
SCHEDULING LEVELS**

Provider Type	Survey Type	# People	# Days	Size	# Hours	Qualification Training	Qualification Discipline
ALF	Health-Re-licensure LMH	One (1)	One (1)		8	ALF Validation	
ALF	Health-Std/Abbrev/6 Month Re-licensure	One (1)	One (1)	<16 Beds	8	ALF Validation	
All Provider Types	Health-Complaint	One (1)	Two (2)	1-3 Allegations	16	Specific to provider type and scheduler's judgement	RN for clinical and scheduler's judgement
All Provider Types	Health-Complaint	Two (2)	Two (2)	4-7 Allegations	32	Specific to provider type and scheduler's judgement	RN for clinical and scheduler's judgement
All Provider Types	Health-Complaint	3	Two (2)	>7 Allegations	48	Specific to provider type and scheduler's judgement	RN for clinical and scheduler's judgement
All Provider Types	Health-Off-Site (write up)	One (1)	One (1)	# Tags; # CCRs (3 complaints, 2 office days)	4	Specific to provider type	
All Provider Types	Health-Presurvey Prep Cert/Lic (Team Leader)	One (1)	0.25		Two (2)	Specific to provider type	
All Provider Types	Health-Presurvey Prep Complaint	One (1)	0.1	# CCRs/Allegations (multiples look for same resident/allegation)	One (1)	Specific to provider type	
All Provider Types	Health-Revisit	One (1)	One (1)	1-3 Tags (consider SS/COP/Class)	8	Specific to provider type	RN for clinical

**ATTACHMENT B
EXHIBIT B-3c
SCHEDULING LEVELS**

Provider Type	Survey Type	# People	# Days	Size	# Hours	Qualification Training	Qualification Discipline
All Provider Types	Health-Revisit	One (1)	1.5	4-7 Tags (consider SS/COP/Class)	12	Specific to provider type	RN for clinical
All Provider Types	Health-Revisit	Two (2)	1.5	7-10 Tags (consider SS/COP/Class)	24	Specific to provider type	RN for clinical
All Provider Types	Health-Revisit	Two (2)	Two (2)	>11 Tags (consider SS/COP/Class)	32	Specific to provider type	RN for clinical
All Provider Types	Supervisory Review - COPs/IJ/Class I-II	Two (2)	Two (2)	# Tags	32	SUPV	
All Provider Types	Supervisory Review - Def Std/Class III-IV & Unclass	One (1)	One (1)	# Tags	8	SUPV	
All Provider Types	Supervisory Review - No Def	One (1)	0.25		2	SUPV	
ASC	Health-Initial Lic	One (1)	One (1)		8	ASC Basic	RN
ASC	Health-Licensure & Recert	2	3		48	ASC Basic	RN
ASC	Health-Re-licensure Only (or State Validation)	One (1)	2		16	ASC Basic	RN
ASC	LSC-Licensure & Recert	One (1)	0.75		6	LSC Basic	Fire Protection Specialist
ASC	LSC-Revisit	One (1)	0.50		Four (4)	LSC Basic	Fire Protection Specialist
BC	Health-Initial Lic	One (1)	One (1)		8	Greater than 1 survey	

**ATTACHMENT B
EXHIBIT B-3c
SCHEDULING LEVELS**

Provider Type	Survey Type	# People	# Days	Size	# Hours	Qualification Training	Qualification Discipline
BC	Health-Re-licensure Only	One (1)	One (1)		8	Greater than 1 survey	
BC	LSC-Licensure	One (1)	0.50		Four (4)	Greater than 1 survey	Fire Protection Specialist
BC	LSC-Revisit	One (1)	0.25		2	Greater than 1 survey	Fire Protection Specialist
CLIA	Health-Cert	One (1)	0.5	< 3 specialties/10,000 test/year	Four (4)	CLIA Basic	Laboratorian
CLIA	Health-Cert	One (1)	One (1)	10,001-250,000 Tests per year	8	CLIA Basic	Laboratorian
CLIA	Health-Cert	One (1)	2	250,001 - 500,000	16	CLIA Basic	Laboratorian
CLIA	Health-Cert	2	1.5	500,001-1,000,000	24	CLIA Basic	Laboratorian
CLIA	Health-Cert	2	2	>1,000,000	32	CLIA Basic	Laboratorian
CLIA	Health-Revisit (desk review)	One (1)	0.5	< 10,000 tests per year; increase staffing as number of specialties and total volume increases	Four (4)	CLIA Basic	Laboratorian
CLIA	Health-Revisit (on-site)	One (1)	One (1)	< 10,000 tests per year; increase staffing as number of specialties and total volume increases	8	CLIA Basic	Laboratorian
CMHC	Health-Cert	2	3		48	CMHC Basic	
CORF	Health-Cert	One (1)	One (1)	Include sample of off-site locations	8	CORF Basic	
CSU	Health-Initial Lic	One (1)	One (1)		8	Greater than 1 survey	

**ATTACHMENT B
EXHIBIT B-3c
SCHEDULING LEVELS**

Provider Type	Survey Type	# People	# Days	Size	# Hours	Qualification Training	Qualification Discipline
CSU	Health-Re-licensure Only	2	2		32	Greater than 1 survey	
ESRD	Health-Desk Review for Expansion	One (1)	0.5		Four (4)	ESRD Basic	Supervisor
ESRD	Health-Initial Cert	2	One (1)		16	ESRD Basic	
ESRD	Health-Recert	2	3		48	ESRD Basic	
ESRD	LSC-Initial Cert	One (1)	0.5		Four (4)	LSC Basic	Fire Protection Specialist
ESRD	LSC-Recert	One (1)	1.00		8	LSC Basic	Fire Protection Specialist
ESRD	LSC-Revisit	One (1)	0.25		2	LSC Basic	Fire Protection Specialist
FT	Health-Initial/ Re-licensure	One (1)	One (1)		8	Greater than 1 survey	Laboratorian
HCC	Health-Initial /Re-licensure	One (1)	0.5		Four (4)	Greater than Two (2) surveys	
HHA	Health-Lic Only	One (1)	2		16	HHA Basic	RN
HHA	Health-Lic Only (unskilled)	One (1)	One (1)		8	HHA Basic	
HHA	Health-Licensure & Recert	One (1)	3	<150 Unduplicated Admissions	24	HHA Basic	RN
HHA	Health-Licensure & Recert	One (1)	Four (4)	150-750 Unduplicated Admissions	32	HHA Basic	RN
HHA	Health-Licensure & Recert	2	Four (4)	751-1250 Unduplicated Admissions	64	HHA Basic	RN
HHA	Health-Licensure & Recert	3	Four (4)	> 1250 Unduplicated Admissions	96	HHA Basic	RN
HME	Health-Initial Lic	One (1)	0.5		Four (4)	Greater than Two (2) surveys	

**ATTACHMENT B
EXHIBIT B-3c
SCHEDULING LEVELS**

Provider Type	Survey Type	# People	# Days	Size	# Hours	Qualification Training	Qualification Discipline
HME	Health-Re-licensure Only	One (1)	0.75		6	Greater than 2 surveys	
Hospice	Health-Initial Lic	One (1)	0.5		Four (4)	Hospice Basic	
Hospice	Health-Licensure & Recert	One (1)	3	<150-750 Unduplicated Admissions	24	Hospice Basic	RN
Hospice	Health-Licensure & Recert	One (1)	Four (4)	751-1250 Unduplicated Admissions	32	Hospice Basic	RN
Hospice	Health-Licensure & Recert	2	3	> 1250 Unduplicated Admissions	48	Hospice Basic	RN
Hospice	Health-Re-licensure Only	One (1)	2		16	Hospice Basic	
Hospice	LSC-Licensure & Recert	One (1)	0.75	Per location	6	LSC Basic	Fire Protection Specialist
Hospice	LSC-Revisit	One (1)	0.50	Per location	Four (4)	LSC Basic	Fire Protection Specialist
Hospital	Health-Initial Cert	One (1)	2		16	Hospital Basic	
Hospital	Health-Initial Lic	2	2		32	Hospital Basic	
Hospital	Health-IPPS	One (1)	One (1)	Per each IPPS Exclusions (Rehab Unit, Psych Unit, Rehab Hospital)	8	Hospital Basic	
Hospital	Health-PSI Survey	2	3		48	Hospital Basic	
Hospital	Health-Recert, Full Federal, or Federal Validation	3	3	<250 Beds	72	Hospital Basic	
Hospital	Health-Recert, Full Federal, or Federal Validation	4	Four (4)	251-600 Beds	128	Hospital Basic	

**ATTACHMENT B
EXHIBIT B-3c
SCHEDULING LEVELS**

Provider Type	Survey Type	# People	# Days	Size	# Hours	Qualification Training	Qualification Discipline
Hospital	Health-Recert, Full Federal, or Federal Validation	5	Four (4)	601-900 Beds	160	Hospital Basic	
Hospital	Health-Recert, Full Federal, or Federal Validation	7	3	901-1500 Beds	One hundred sixty eight (168)	Hospital Basic	
Hospital	Health-Recert, Full Federal, or Federal Validation	12	Four (4)	>1500-3000 Beds	384	Hospital Basic	
Hospital	Health-Re-licensure Only (or State Validation)	3	3	<250 Beds	72	Hospital Basic	
Hospital	Health-Re-licensure Only (or State Validation)	Four (4)	Four (4)	251-600 Beds	128	Hospital Basic	
Hospital	Health-Re-licensure Only (or State Validation)	5	Four (4)	>600 Beds	160	Hospital Basic	
Hospital	Health-State Risk Mgmt	2	2	# of Concerns/complaints since last RM	32	Hospital Basic	
Hospital	LSC-Licensure & Recert	One (1)	1.25	per 100 beds & # of off-sites	10	LSC Basic	Fire Protection Specialist
Hospital	LSC-OSED	One (1)	0.50		Four (4)	Hospital Basic	Fire Protection Specialist
Hospital	LSC-Revisit	One (1)	0.50	per 100 beds & # of off-sites	Four (4)	LSC Basic	Fire Protection Specialist
HSS	Health-Re-licensure Only	One (1)	One (1)		8	Greater than 1 survey	
ICF	Health-Licensure & Recert	2	2	6 Beds	32	ICF Basic	1-QIDP

**ATTACHMENT B
EXHIBIT B-3c
SCHEDULING LEVELS**

Provider Type	Survey Type	# People	# Days	Size	# Hours	Qualification Training	Qualification Discipline
ICF	Health-Licensure & Recert	2	3	24 Beds	48	ICF Basic	1-QIDP
ICF	Health-Licensure & Recert	3	3	64 Beds	72	ICF Basic	1-QIDP
ICF	Health-Licensure & Recert	3	Four (4)	120 Beds	96	ICF Basic	1-QIDP
ICF	LSC-Licensure & Recert	One (1)	One (1)		8	LSC Basic	Fire Protection Specialist
ICF	LSC-Revisit	One (1)	0.5		Four (4)	LSC Basic	Fire Protection Specialist
MHTC	Health-Initial/ Re-licensure	One (1)	0.5		Four (4)	Greater than 1 survey	
NH	Health-Initial Lic	2	2		32	SMQT	1-RN
NH	Health-Licensure & Recert	3	Four (4)	1-95 Beds	96	SMQT	1-RN
NH	Health-Licensure & Recert	Four (4)	Four (4)	96-174	128	SMQT	1-RN
NH	Health-Licensure & Recert	5	Four (4)	175+	160	SMQT	1-RN
NH	LSC-Licensure & Recert	One (1)	1.25	per 125 beds	10	LSC Basic	Fire Protection Specialist
NH	LSC-Revisit	One (1)	0.5	per 125 beds	Four (4)	LSC Basic	Fire Protection Specialist
NH/SNU	Health-Initial Cert	3	3	1-95 Beds	48	SMQT	1-RN
NR	Health-Initial Lic	One (1)	One half (0.5)		Four (4)	Greater than Two (2) surveys	RN (not required, but best practice)

**ATTACHMENT B
EXHIBIT B-3c
SCHEDULING LEVELS**

Provider Type	Survey Type	# People	# Days	Size	# Hours	Qualification Training	Qualification Discipline
NR	Health-Re-licensure Only	One (1)	One (1)		Eight (8)	Greater than Two (2) surveys	RN (not required, but best practice)
OPT/Rehab Agency	Health-Initial Cert	One (1)	One half (0.5)	include sample of off-site locations	Four (4)	OPT Basic	
OPT/Rehab Agency	Health-Recert	One (1)	One (1)	include sample of off-site locations	Eight (8)	OPT Basic	
PPEC	Health-Initial/ Re-licensure	One (1)	One (1)		Eight (8)	Greater than Two (2) surveys	RN (not required, but best practice)
PRTF	Health-Cert	Two (2)	Two (2)		Thirty two (32)	PRTF Basic	
RHC	Health-Cert	One (1)	One (1)		Eight (8)	RHC Basic	
RTC	Health-Initial Lic	One (1)	One (1)		Eight (8)	Greater than Two (2) surveys	
RTC	Health-Re-licensure Only	One (1)	Two (2)		Sixteen (16)	Greater than Two (2) surveys	
RTF	Health-Initial Lic	One (1)	One (1)		Eight (8)	Greater than Two (2) surveys	
RTF	Health-Re-licensure Only	Two (2)	One and one half (1.5)	Level 1-3	Twenty four (24)	Greater than Two (2) surveys	
RTF	Health-Re-licensure Only	One (1)	One (1)	Level 4-5	Eight (8)	Greater than Two (2) surveys	
TLF	Health-Initial/ Re-licensure	One (1)	One (1)		Eight (8)	Greater than 2 surveys	
Transplant Program	Health-Cert	Two (2)	Three (3)	Per Program	Thirty two (32)	Hospital & Transplant Program Basic	RN

**ATTACHMENT B
EXHIBIT B-3c
SCHEDULING LEVELS**

Provider Type	Survey Type	# People	# Days	Size	# Hours	Qualification Training	Qualification Discipline
Transplant Program	Health-Revisit	One (1)	One (1)	Per Program	Eight (8)	Hospital & Transplant Program Basic	RN (if clinical)
XRAY	Health-Cert	One (1)	One (1)		Eight (8)	XRAY Basic	

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