

**CENTRAL FLORIDA BEHAVIORAL HEALTH
NETWORK, INC.**



Collaborating for Excellence

INVITATION TO NEGOTIATE

For an Electronic Health Record (EHR) System

ITN #171802EHR

Release Date: January 17, 2018

Updated: January 26, 2018

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Solicitation of Responses

1. Introduction

1.1. Authority

Subsections 20.19, 39.001(2), 39.001(4), 287.57, 394.457(3), 394.74, 394.9082, 397.305(3), 397.321(4), and 916, F.S., and the master contract with the Department of Children and Families (referred to as “the Department”) gives the authority to contract for these services. The selected vendor must comply with all applicable Federal and State laws, regulations and program guidelines. The selected vendor must also comply with any other applicable Federal or State laws, court orders and administrative rules that may be enacted during the service period of the anticipated contract.

1.2. Statement of Need

CFBHN is seeking to contract for an Electronic Health Record (EHR) system vendor(s) for the Behavioral Health field. Potential end users of this product will be Florida Behavioral Health Providers that specialize in Inpatient and Outpatient services.

1.3. General Information

CFBHN will request, receive and evaluate detailed Electronic Health Record (EHR) system responses, hereinafter referred to as the “response”, from the qualified applicants that have been identified as successfully meeting all eligibility requirements. CFBHN reserves the right to re-bid this ITN if it is determined to be in the best interest of CFBHN’s Region and Circuit 10 (to be referred to as “CFBHN Region”). At any time during the ITN process, CFBHN may reject any or all responses, and may modify its statement of services sought, tasks to be performed or the project description.

1.4. Term of Contract and Renewal

This contract will become effective when signed by duly authorized representatives of both parties and will continue in effect, unless terminated as provided below, until completion of services. Services included in the ITN may be amended, added to and/or deleted during the contract negotiations.

1.5. Contract Amount

The amount of the contract resulting from this ITN will be negotiated with the winning bidder and is subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract.

1.6. Small, Minority, and Florida Certified Veterans Business Participation

Small Businesses, Certified Minority and Florida Certified Veteran Business Enterprises are encouraged to participate in this solicitation including, but not limited to, the vendor Solicitation Conference. All vendors shall be accorded fair and equal opportunity.

2. ITN Process

2.1. Contact Person

This ITN is issued by CFBHN. The single point of contact for communication regarding this ITN is:

Carrie Hartes, Procurement Manager
Central Florida Behavioral Health Network
719 South US Highway 301 Tampa, FL 33619
CHartes@CFBHN.org

The subject line of the email should be: "ITN 171802EHR – Inquiries"

2.2. Limitations on Contacting CFBHN Personnel

All communications with CFBHN employees as they relate to this ITN are prohibited during the time period in which the ITN is released and throughout the end of the 72-hour period following CFBHN's posting of the notice of intended award. The aforementioned 72-hour period excludes Saturdays, Sundays, and state holidays. Vendors may only communicate via electronic communications to the Procurement Manager or as provided in the solicitation documents. Violation of this provision may result in vendor being disqualified from this procurement.

2.3. Posting

All Official Notices, decisions and intended decisions and other matters relating to the procurement will be electronically posted on Central Florida Behavioral Health Network's website at <http://www.cfbhn.org/Pages/Competitive-Procurement-Advertisements.aspx>.
<https://www.cfbhn.org/contracting-procurement/>.

CFBHN may also post the evaluation and the Notice of Intended Award or other information or notices relating to the procurement at the following location: 719 South US Highway 301, Tampa, FL 33619, where it will remain for 72 hours thereafter. This is considered as a secondary posting. Notice is specifically given, however, that the secondary posting is not an official posting and that any protest must be filed within 72 hours of the official notice posting on the Internet as described above. Additionally, the physical posting will not extend the time permitted within which to file a protest. It is the responsibility of those submitting a response to the solicitation to obtain the results from the Internet posting in sufficient time to protect their own interests, should they care to do so. Likewise, any faxed information with regard to the results of this procurement will not extend the time limits to file a protest.

2.4. Vendor Disqualification

Failure to have performed any contractual obligations with CFBHN or the Department, in a manner satisfactory to CFBHN or the Department, will be sufficient cause for disqualification. To be disqualified as a vendor under this provision, the vendor must have:

- Previously failed to satisfactorily perform in a contract with CFBHN or the Department, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or
- Had a contract terminated by CFBHN or the Department for cause.

2.5. Schedule of Events and Deadlines

Any response submitted after **February 26, 2018 12:00 NOON (EST)** will not be accepted and will be returned to the applicant unopened.

Schedule of Activities

| Activity | Date | Time | Location |
|--|---------------------------------------|-------------------------------|--|
| Release of ITN | 01/17/2018 | 5:00 PM | Posted on the CFBHN website www.cfbhn.org on the Competitive Procurement Advertisements web page and via e-mail. |
| Vendor Solicitation Conference | 01/24/2017 | 1:00 PM | Conference Line: 1-877-273-4202 Code: 4880564 |
| Submission of Written Inquiries Due | 01/26/2018 | 5:00 PM | Emailed to: CHartes@cfbhn.org The subject line of the email should be: "ITN #171802EHR – Inquiries" |
| Anticipated Date for Posting CFBHN's Response to Inquires | 02/02/2018 | 5:00 PM | CFBHN's Competitive Procurement Advertisements website: https://www.cfbhn.org/contracting-procurement/ |
| Sealed Responses Must be Received by CFBHN | 02/26/2018 | 12:00 PM | Carrie Hartes, CFBHN, Procurement Manager 719 South US Highway 301, Tampa, FL 33619 |
| Opening of ITN (s) | 02/26/2018 | 5:00 PM 2:00 PM | CFBHN 719 South US Highway 301, Tampa, FL 33619 |
| Anticipated Posting of Qualified Vendors (Shortlist) | 02/27/2018 | 5:00 PM | CFBHN's Competitive Procurement Advertisements website: https://www.cfbhn.org/contracting-procurement/ |
| Response Evaluations Begin (Questions asked of vendors as necessary) | 02/28/2018 | N/A | CFBHN 719 South US Highway 301 Tampa, FL 33619 |
| Posting of Response Scores and List of Top Vendors | No Later Than 03/14/2018 | 5:00 PM | CFBHN's Competitive Procurement Advertisements website: https://www.cfbhn.org/contracting-procurement/ |
| Demonstrations by Top Vendors | 03/21/2018, additional time TBD | All Day | CFBHN 719 South US Highway 301 Tampa, FL 33619 |
| Posting of Demonstration Scores and Notice of Intent to Award the Contract | No Later Than 03/23/2018 | 5:00 PM | CFBHN 719 South US Highway 301 Tampa, FL 33619 |
| 72-Hour Protest Period | 03/23/2018 to 03/28/2018 | 5:00 PM | N/A |
| Anticipated Posting of Intended Contract Award | 03/29/2018 | 5:00 PM | CFBHN's Competitive Procurement Advertisements website: https://www.cfbhn.org/contracting-procurement/ |
| Anticipated Negotiation Period | 04/02/2018 to | TBD | CFBHN 719 South US Highway 301 |

| | | | |
|--|------------|-----|-----------------|
| | 04/06/2018 | | Tampa, FL 33619 |
| Anticipated Effective Date of Contract | 04/20/2018 | N/A | N/A |
| Anticipated Delivery of System to CFBHN | 05/01/2018 | N/A | N/A |
| *All vendors are hereby notified that the meetings noted with an asterisk above (*) are public meetings open to the public as provided in Chapter 119, Florida Statutes, and may be electronically recorded by any member of the audience. Although the public is invited, no comments or questions will be taken from vendors or other members of the public (except for the Vendor Solicitation Conference, in which comments and questions will be taken from vendors). | | | |
| All times in the Schedule of Activities are local times for the Eastern Time Zone. All dates and times are subject to change as needed. | | | |

2.6. Mandatory Criteria

A vendor must meet all mandatory requirements (**Section 4.2.**) in order to be considered for evaluation under this ITN. All items on Appendix XII – Minimum Qualifications must be answered affirmatively in order to be considered for evaluation.

The Procurement Manager will examine each response to determine whether it meets the mandatory requirements. Failure to comply with all mandatory requirements will render a response ineligible for evaluation.

2.7. Written Inquiries

Prospective vendor questions will only be accepted if submitted as written inquiries to the Procurement Manager, specified in **Section 2.1.**, via electronic mail, and received on or before the date and time specified in **Section 2.5.**

The emails must have in the subject “**ITN #171802EHR – Inquiries**”. Faxes and US Mail inquiries are not acceptable. Copies of responses to all inquiries that require clarifications and/or addenda, to this ITN, will be available by the date and time specified in **Section 2.5.** through electronic posting at: <https://www.cfbhn.org/contracting-procurement/> under CFBHN ITN #171802EHR.

2.8. Withdrawal of Response

A written request for withdrawal, signed by the vendor, may be considered if received by CFBHN within 72 hours after the opening time and date indicated in the Schedule of Events and Deadlines (**Section 2.5.**). A request received in accordance with this provision may be granted by CFBHN upon proof of the impossibility to perform, based upon an obvious error on the part of the vendor.

2.9. Receipt and Rejection of Responses or Waiver of Minor Irregularities

2.9.1. Response Deadline

Responses must be received by CFBHN no later than the time, date and place as indicated in the proceeding deadline schedule. Any response submitted shall remain a valid offer for at least 90 days after the response submission date. No changes, modifications or additions to the response submitted (after the deadline for response opening has passed) will be accepted by or be binding on CFBHN.

2.9.2. Receipt Statement

Responses not received either at the specified place or by the specified date and time, will be rejected and returned unopened to the vendor by CFBHN. CFBHN will retain one unopened original for use in the event of a dispute.

2.9.3. Right to Waive Minor Irregularities Statement

CFBHN reserves the right to reject any and all responses or to waive minor irregularities when to do so would be in the best interest of the CFBHN Region. Minor irregularity is defined as a variation from the Invitation to Negotiate terms and conditions which do not affect the price of the response, or give the vendor an advantage or benefit not enjoyed by other vendors, or do not adversely impact the interest of CFBHN. At its option, CFBHN may correct minor irregularities but is under no obligation to do so whatsoever.

2.10. Protests and Disputes

2.10.1. Filing the Protest

Any vendor who has been adversely affected by a decision or intended decision concerning a solicitation or a notice of contract award may file a *written Notice of Intent to Protest* with the contact person listed in **Section 2.1** within 72 hours after the posting of the solicitation or of the notice of CFBHN's decision or intended decision.

In the computation of the 72 hour time frame for filing of a protest, Saturdays, Sundays and state holidays are excluded. The Procurement Manager must ensure that the date and time of posting are documented in the contract file. (Posting on a Monday or Tuesday eliminates the need for weekend exclusion.) Failure to timely file a notice of intent to protest shall constitute a waiver of proceedings.

Following the submission of the written Notice of Intent to Protest, a Formal Protest must be filed with the contact person listed in **Section 2.1**. The Formal Protest must be:

- In writing; and,
- Filed within ten (10) days after filing of the notice of protest. Failure to file a protest within the time prescribed shall constitute a waiver of proceedings.
- No time will be added to the above time limits for mail service.
- The 10 day period includes Saturdays, Sundays, and state holidays.
- If the last day of the 10 day period is a Saturday, Sunday, or state holiday, the period shall run until the end of the next day which is neither a Saturday, Sunday, nor state holiday.

- Accompanied by a bond payable to CFBHN at the time of filing the formal written protest.
- In lieu of a bond, a cashier's check, official bank check or money order in the amount of the bond may be submitted to the contact person.
- Failure to file the proper bond at the time of filing the formal protest will result in a denial of the protest.

2.10.2. Posting Bond for Protest Filed

Any vendor who files an action protesting a decision or intended decision pertaining to contracts administered by CFBHN must comply with the following requirements.

When protesting a decision or intended decision the protestor must post a bond equal to one percent (1%) of CFBHN's estimated contract amount. The estimated contract amount shall be based upon the contract price submitted by the protestor. If no contract price was submitted, CFBHN shall estimate the contract amount based on factors including, but not limited to, the following:

- The price of previous or existing contracts for similar or contractual services.
- The amount appropriated by the Legislature for the contract.
- The fair market value of similar contractual services.

CFBHN shall provide the estimated contract amount to the protestor within 72 hours (excluding Saturdays, Sundays and state holidays) after the notice of protest has been filed. The estimated contract amount is not subject to protest. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which action is brought and in any subsequent appellate court proceeding.

In lieu of a bond, CFBHN may accept a cashier's check, official bank check or money order in the amount of the bond.

The official hours of office operation for receipt of intent to protest and/or a petition and bond are office hours 8:00 AM to 5:00 PM local time. Upon receipt of the formal written notice of protest, the contact person must secure the bond, cashier's check, official bank check or money order until resolution of the protest.

2.10.3. Content of Formal Written Notice of Protest

The formal written notice of protest should be printed, typewritten or otherwise duplicated in legible form. The content of the formal written notice of protest should contain:

- The name and address of the vendor filing the protest and an explanation of how its substantial interests have been affected by the solicitation or by CFBHN's notice of intended or actual contract award;
- A statement of how and when the vendor filing the protest received notice of the solicitation or notice of CFBHN's intended or actual contract award;
- With particularity, the facts and law upon which the protest is based;
- A statement of all issues of disputed material facts (if there are none, the protest must indicate such);

- A concise statement of the ultimate facts alleged, as well as the CFBHN rules and statutes which entitle the vendor filing the protest to relief;
- A demand for relief to which the vendor deems itself entitled; and,
- Any other information which the vendor contends is material

2.10.4. CFBHN's Response to Protest

Upon receipt of a formal written notice of protest, the solicitation process or contract award process may be stopped until the protest is resolved. Upon receipt of a protest, the Procurement Manager shall immediately consult the appropriate legal counsel. With legal counsel, the contract signer must determine whether or not to accept or reject the protest.

2.10.5. Resolution of the Protest

Upon receipt of the intent to protest or formal written notice of protest, the Procurement Manager may work with the protestor to resolve the protest by mutual agreement on an informal basis. The Procurement Manager will have seven (7) days after receipt of the formal written notice of protest to resolve the protest through mutual agreement. The seven (7) days will exclude Saturdays, Sundays, and state holidays.

If the protest is not resolved by mutual agreement within seven (7) days, excluding Saturdays, Sundays, and state holidays, of receipt of the formal written protest the CEO of CFBHN shall designate a management staff who shall conduct an informal proceeding and issue a final decision within ten (10) days excluding Saturdays, Sundays, and state holidays. The formal written protest may be, as determined by the CEO of CFBHN, referred to the Department of Children and Families.

3. How to Submit a Response

Any response must be received by CFBHN by the deadlines set forth in the Schedule of Events and Deadlines (**Section 2.5.**). Responses not received at either the specified place or by the specified date and time, will be rejected and returned unopened to the vendor by CFBHN.

Vendors may choose, and be responsible for, the method of delivery to CFBHN (mail or hand-delivery), except that facsimile or electronic transmissions will not be accepted at any time.

3.1. Number of Copies Required and Format for Submittal

Vendors shall submit one (1) original and five (5) hard copies of the Response (and attachments). If the original has any color other than black and white, the copies must also contain the same colors. The original responses submitted to CFBHN must contain original signatures of an official who is authorized to bind the vendor to its response. Two (2) electronic copies (on non-rewritable CD-R or DVD-R) of the response, identical to the hard copies, must also be submitted with the hard copies.

3.2. Responses to be in Sealed Envelopes

All original, hard copies and electronic copies must be submitted in sealed envelopes and must be clearly marked with the title of the response, the ITN number (“ITN #171802EHR”), the vendor’s name, identification of enclosed documents and whether it is an original or a copy. Place only one original or one copy of the response in each envelope.

Each envelope must be sealed and addressed as indicated above. The original must be marked as such and the copies identified and numbered (i.e., Original, Copy 1 of 5, etc.).

3.3. Hard Copy Response Format

Responses must be typed, double-spaced, on 8½” x 11” paper, and submitted in binders. The required font is Arial, size 12, with a 1 inch margin. Pages must be numbered in a logical, consistent fashion. Figures, charts and tables should be numbered and referenced by number in the text. No staples, permanent binders or rubber bands are permitted.

3.4. Electronic Copy Response Format

The required electronic format of the responses must be on non-rewritable CD-R OR DVD-R. The software used to produce the electronic files for the Response must be searchable Adobe Portable Document Format (“pdf”), version 6.0 or higher. Responses must be able to be opened and viewed by CFBHN utilizing Adobe Acrobat, version 9.0.

The electronic copies must be identical to the original response submitted, including the format, sequence and section headings identified in this ITN. The electronic media must be clearly labeled in the same manner as the hard copies and submitted with the corresponding hard copies. The hard copy marked “original” shall take precedence over the electronic version(s) of the response and all non-“original” hard copy versions of the response in the event of any discrepancy. If a discrepancy is found between the hard copy response marked “original” and any of the electronic versions submitted on CD-R, ~~or~~ DVD-R, ~~or~~ flash drive. CFBHN reserves the right, at its sole discretion, to reject the entire response.

4. Required Content of the Response

4.1. TITLE PAGE

The first page of the response shall be a Title Page that contains the following information:

- ITN Number
- Title of the Response
- Vendor's Legal Name (person, organization, firm)
- Federal Tax Identification Number (FEID)
- Current Primary Business Address
- Country and state of incorporation
- Organization to which Response is Submitted
- Name, Title, Phone Number, Fax Number, Mailing Address and E-Mail Address of the person who can respond to inquiries regarding the response. (This person will serve as our contact for CFBHN.)
- Name of the vendor's Project Director (if known)

4.2. TAB 1 – MANDATORY CRITERIA

The mandatory requirements are described as **MANDATORY CRITERIA** on the ITN Mandatory Criteria Checklist (**APPENDIX I**). Failure to comply with all mandatory requirements will render a response ineligible for a qualitative evaluation. An initial determination that a response meets the mandatory requirements does not preclude a subsequent determination of non-responsiveness. These mandatory requirements have no point value associated with their inclusion as their inclusion is a mandatory criterion that must be met before the evaluation team receives responses to score.

The **MANDATORY CRITERIA** are:

- The response is received by the Procurement Manager by the time and date and at the location specified in the Invitation to Negotiate (**Section 2.5.**)
- ~~Acceptance of Contract Terms and Conditions form~~ **NOT REQUIRED**
- Signed **Certificate of Signature Authority** form or corporate resolution/other duly executed certification
- Signed **Certification of a Drug-Free Workplace Program** form
- Signed **Certification of Non-Conviction of Public Entity Crimes** form
- Signed **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts** form
- Signed **Certification Regarding Lobbying** form
- Signed **Statement of Assurances** form
- Signed **Statement of No Contract Termination** form
- Signed **Statement of No Involvement** form
- Signed **Vendor Certification Regarding Scrutinized Companies Lists**
- Completed and signed **Minimum Required Qualifications** form

- Provide references for at least three client installations that are similar in scope and have been implemented in the past three years. The provider should be willing to allow CFBHN to contact these clients as references. At least two of these reference sites should have passed Go-Live in their implementation.

Specific information on each client should include at a minimum: Customer Name (Company Name); Customer Contact (Name and Title); Address; Phone Numbers; Email address; Number of Users; Nature of Contract; Software Modules Implemented; Implementation Time Line (Proposed and Actual); Explanation of any outstanding issues with Client.

- Vendor is not on the Convicted Vendor List or the Discriminatory Vendor List (CFBHN to verify).

For those mandatory criteria that are listed above which require the completion of a form, the forms can be found in APPENDIX II – APPENDIX XII and on CFBHN’s website at:

<http://www.cfbhn.org/Pages/Competitive-Procurement-Advertisements.aspx>

<https://www.cfbhn.org/contracting-procurement/>

4.3. TAB 2 – COST SUMMARY

For Sections 4.3.2. through 4.3.5., please describe any costs you are willing to defer or prorate over the life of the contract.

4.3.1. Overall Cost Estimates

To help evaluate the cost of each of the E.H.R. products we are asking that you provide the pricing structure based on the following scenario. Please provide the costs and break them out for a “typical” implementation, initiation of licensing and a projected five-year pricing structure.

Base the pricing on the following. This is only a model and does not reflect the actual needs of the providers. **The pricing model is based on one single provider with the below description and services.**

- 100 end users
- 33 concurrent users
- 1,000 consumers
- For the following services
 - Residential
 - Outpatient Therapy
 - Medication Services
 - eprescribe (5 prescribers)
 - 10 pages of forms per service level
 - Funding sources for the following payors:
 - SAMH-DCF (Pamphlet 155-2)
 - One third-party insurance company
 - One Medicaid plan
- Outpatient services are to be provided in the office and in the field locations.

| | Implementation Costs | Software Costs | Hardware Costs | Licensing Costs – 100 End | Licensing Costs – 33 Concurrent | Cost Per for 1,000 Consumers | One Time Costs | Other Costs |
|--|----------------------|----------------|----------------|---------------------------|---------------------------------|------------------------------|----------------|-------------|
|--|----------------------|----------------|----------------|---------------------------|---------------------------------|------------------------------|----------------|-------------|

| | | | | Users | Users | | | |
|--------------|--|--|--|-------|-------|--|--|--|
| Year 1 | | | | | | | | |
| Year 2 | | | | | | | | |
| Year 3 | | | | | | | | |
| Year 4 | | | | | | | | |
| Year 5 | | | | | | | | |
| TOTAL | | | | | | | | |

*Please account for the maximum increase per year, based on your contract.

4.3.2. Software Licensing Costs

- 4.3.2.1. Describe how the software is licensed. Please show price breaks, if applicable, based on number of users.
- 4.3.2.2. Describe any limits on the number of concurrent users.
- 4.3.2.3. It is essential for CFBHN to maintain non-production and production fail-over areas, such as vendor-based test areas, in-house test areas, on-site and off-site fail-over areas, off-site disaster recovery areas, etc. It is anticipated by CFBHN that the software license will accommodate creation and maintenance of these areas without associated re-licensing limits or increased product acquisition costs. Please address this, including all application software, operating system software and third party software needed to operate the systems.
- 4.3.2.4. In the event the product or your company is sold what recourse does CFBHN have to either recoup our money invested or convert to the new system?

4.3.3. Hardware Costs

- 4.3.3.1. Describe any Server and infrastructure for the application to reside on and any unique infrastructure requirements (if not a hosted solution).
- 4.3.3.2. Describe any special hardware requirements and the associated costs (other than the PC/ Tablet or other device the user will access the application from).

4.3.4. One Time Costs

- 4.3.4.1. Describe any one time costs. These should include, but not limited to: implementation, training, conversion (data transfer), installation or any other costs not listed.
- 4.3.4.2. Describe the pricing structure and any incentives (e.g.: deferred billing)

4.3.5. Other Costs

- 4.3.5.1.** How will changes to the state’s Substance Abuse and Mental Health Information System (SAMHIS) be addressed? What are the costs associated with incorporating changes?
- 4.3.5.2.** Describe any other costs that could be incurred that are not already listed. Please include any additional costs for Florida State Reporting, if applicable.

5. Other Relevant Information

5.1. Trade Secrets

CFBHN will attempt to afford protection from disclosure of any trade secret as defined in section 812.081, Florida Statutes (F.S.), where separately and individually marked and identified as such in the response to this ITN, to the extent permitted under section 815.04, F.S., Chapter 119, and Chapter 286, F.S. Any vendor acknowledges, however, that the protection afforded by section 815.04, F.S. is incomplete, and it is hereby agreed by the vendor and CFBHN that no right or remedy for damages arises from any disclosure.

CFBHN is not obligated to agree with the vendor’s claim of exemption and, by submitting a response, the vendor agrees to be responsible for defending its claim that each portion of the claimed trade secret is exempt from inspection and copying under Florida’s Public Records Law.

The vendor agrees that it shall protect, defend, and indemnify, including attorney’s fees and costs, including any appellate costs and attorney’s fees, CFBHN, its officers, employees, agents, and legal counsel from any and all claims and litigation arising from or relating to vendor’s claim that any claimed trade secret portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

5.2. Cost of Preparation of Response

CFBHN is not liable for any costs incurred by a vendor responding to this ITN.

5.3. Records and Documentation

To the extent that information is utilized in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of “public record” as defined in subsection 119.011(12), F.S., said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any interested person upon request as provided in Chapter 119, F.S., or otherwise. It is expressly understood that the selected vendor’s refusal to comply with Chapter 119, F.S., shall constitute an immediate breach of the contract which results from this ITN which entitles CFBHN to unilaterally cancel the contract agreement. The selected vendor will be required to promptly notify CFBHN of any requests made for public records if the request could lead to a media event.

Unless a greater retention period is required by State or Federal law, all documents pertaining to the program contemplated by this ITN shall be retained by the selected vendor for a period of six (6) years after the termination of the resulting contract or longer as may be required by any renewal or extension of the contract. Provided that if an audit is required records shall be retained for a minimum of six (6) years after the audit report is issued and until resolution of any audit findings or any litigation based upon the contract. During the records retention period, the selected vendor agrees to furnish, when requested to do so, all documents required to be retained. Data files will be provided in a format readable by CFBHN.

The selected vendor agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The selected vendor further agrees to:

- 5.3.1.** Hold CFBHN and the Department harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the selected vendor of confidential records whether public record or not and promises to defend CFBHN and the Department against the same at its expense;
- 5.3.2.** Maintain all required records pursuant to the resulting contract in such manner as to be accessible by CFBHN upon demand. Where permitted under applicable law, access by the public shall be permitted without delay. The selected vendor assumes all financial responsibility for record storage and retrieval costs; and
- 5.3.3.** Comply with activities related to information systems in compliance with the Department's PAM 155-2.

6. Evaluation Methodology

The components of this section can be found throughout the ITN and in **APPENDIX XIII**.

Appendices Reference

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APPENDIX I

MANDATORY REQUIREMENTS CHECKLIST



| MANDATORY CRITERIA CHECKLIST | | | |
|---|-----------|--|--|
| ITN #: | 171802EHR | | |
| Print Vendor's Name: | | | |
| Print Name of CFBHN Reviewer: | | | |
| Signature of CFBHN Reviewer: | | Date: | |
| Print Name of CFBHN Witness: | | | |
| Signature of CFBHN Witness: | | Date: | |
| <p>1. Was the proposal received by the date and time specified in the ITN and at the specified address?</p> <p style="text-align: center;"><input type="checkbox"/> YES = Pass <input type="checkbox"/> NO = Fail</p> <p>Comments:</p> | | | |
| <p>2. Did the proposal include the following?</p> | | | |
| <p>a. Vendor's signed Acceptance of Contract Terms and Conditions form (APPENDIX II) - NOT REQUIRED</p> | | <p><input type="checkbox"/> YES = Pass <input type="checkbox"/> NO = Fail</p> | |
| <p>b. Vendor's signed Certificate of Signature Authority form or corporate resolution/other duly executed certification (APPENDIX III)</p> | | <p><input type="checkbox"/> YES = Pass <input type="checkbox"/> NO = Fail</p> | |
| <p>c. Vendor's signed Certification of a Drug-Free Workplace Program form (APPENDIX IV)</p> | | <p><input type="checkbox"/> YES = Pass <input type="checkbox"/> NO = Fail</p> | |
| <p>d. Vendor's signed Certification of Non-Conviction of Public Entity Crimes form (APPENDIX V)</p> | | <p><input type="checkbox"/> YES = Pass <input type="checkbox"/> NO = Fail</p> | |
| <p>e. Vendor's signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts form (APPENDIX VI)</p> | | <p><input type="checkbox"/> YES = Pass <input type="checkbox"/> NO = Fail</p> | |
| <p>f. Vendor's signed Certification Regarding Lobbying form (APPENDIX VII)</p> | | <p><input type="checkbox"/> YES = Pass <input type="checkbox"/> NO = Fail</p> | |
| <p>g. Vendor's signed Statement of Assurances form (APPENDIX VIII)</p> | | <p><input type="checkbox"/> YES = Pass <input type="checkbox"/> NO = Fail</p> | |
| <p>h. Vendor's signed Statement of No Contract Termination form (APPENDIX IX)</p> | | <p><input type="checkbox"/> YES = Pass <input type="checkbox"/> NO = Fail</p> | |
| <p>i. Vendor's signed Statement of No Involvement form (APPENDIX X)</p> | | <p><input type="checkbox"/> YES = Pass <input type="checkbox"/> NO = Fail</p> | |
| <p>j. Vendor's signed Vendor Certification Regarding Scrutinized Companies Lists form (APPENDIX XI)</p> | | <p><input type="checkbox"/> YES = Pass <input type="checkbox"/> NO = Fail</p> | |



APPENDIX II

ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS



NOT REQUIRED

| Acceptance of Contract Terms and Conditions | |
|--|------------------|
| ITN #: | 171802EHR |
| Print Vendor's Name: | |
| Print Name of Authorized Representative: | |
| <p>I, as an authorized representative of the above named vendor, certify that we accept CFBHN's and the Department's requirements, terms and conditions as specified in this Request for Information and in CFBHN's Standard Contract.</p> | |
| Signature of Authorized Representative: | |
| Title: | |
| Date: | |



APPENDIX III

CERTIFICATE OF SIGNATURE AUTHORITY



CERTIFICATE OF SIGNATURE AUTHORITY

Check below and complete Section A or Section B

Vendor is not a sole proprietorship (Complete Section A)

Vendor is a sole proprietorship (Complete Section B)

Section A

I, _____ (name), hold the office or position of _____ (title) with _____ (legal name of Vendor) and have authority to make official representations by said Vendor regarding its official records and hereby state that my examination of the Vendor's records show that _____ (name) currently holds the office or position of _____ (title) with the Vendor and currently has authority to make binding representations to CFBHN and sign all documents submitted on behalf of the above-named Vendor in response to ITN # _____, and, in so doing, to bind the named Vendor to the statements made therein.

NOTE: The Vendor shall submit a corporate resolution or other duly executed certification issued in the Vendor's normal course of business to prove signature authority of the named Authorized Representative.

Dated:

Signature:

Printed Name:

Title:

Section B

I, _____ (name) am a sole proprietor, personally doing business in the name of _____ (name of Vendor), and will be personally bound by the Proposal submitted in response to ITN # _____.

Dated:

Signature:

Printed Name:

APPENDIX IV CERTIFICATION OF A DRUG-FREE WORKPLACE PROGRAM



| Certification of a Drug-Free Workplace Program | |
|--|------------------|
| ITN #: | 171802EHR |
| Print Vendor's Name: | |
| Print Name of Authorized Representative: | |
| <p>I, as an authorized representative of the above named vendor, hereby certify that my agency currently maintains a drug-free workplace environment in accordance with Chapter 112.0455, Florida Statutes, and will continue to promote this policy through implementation of that section.</p> | |
| Signature of Authorized Representative: | |
| Title: | |
| Date: | |



APPENDIX V

CERTIFICATION OF NON-CONVICTION OF PUBLIC ENTITY CRIMES



PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to State of Florida Department of Children and Family Services

by _____

[print individual's name and title]

for [print institution's name and business address]

and (if applicable) its Federal Employer Identification Number (FEIN)

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "**public entity crime**" as defined in Paragraph 287.133(1)(g), F.S., means a violation of any state or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "**convicted**" or "**conviction**" as defined in Paragraph 287.133(1)(b), F.S., means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury Verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "**affiliate**" as defined in Paragraph 287.133(1)(a), F.S., means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "**affiliate**" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "**person**" as defined in Paragraph 287.133(1)(e), F.S., means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "**person**" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

PUBLIC ENTITY CRIME

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH I (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, F.S., FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

State of _____
County of _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

OR Produced identification _____ Notary Public - State of _____
(type of identification) My Commission Expires: _____

(Printed, typed or stamped commissioned name of notary public)



APPENDIX VI

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



Attachment IV

Contract No. _____

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

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

INSTRUCTIONS

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

CERTIFICATION

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

Signature Date

Name (type or print) Title

CF 1125

Effective July 2015

(CF-1125-1516)



APPENDIX VII CERTIFICATION REGARDING LOBBYING



CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature: _____ Date: _____

Application or Contract ID Number: _____

Name of Authorized Individual Application or Contractor: _____

Address of Organization: _____

CF 1123

Effective July 2015

(CF-1123-1516)



APPENDIX VIII STATEMENT OF ASSURANCES



| STATEMENT OF ASSURANCES | |
|--|------------------|
| ITN #: | 171802EHR |
| Print Vendor's Name: | |
| Print Name of Authorized Representative: | |
| The vendor assures the following requirements and conditions will be met. | Initials |
| 1. The vendor will be able to achieve/deliver the required Electronic Health Record by the identified date in Section 2.5. | _____ |
| 2. The vendor has the personnel/capacity to deliver the Electronic Health Record in accordance with this ITN. | _____ |
| 3. The vendor agrees to maintain the confidentiality of all records, as required by law or administrative rule, to be protected from disclosure. | _____ |
| 4. The vendor agrees to hold CFBHN and the Department harmless from any claim or damage, including reasonable attorney's fees and costs, or from any fine or penalty imposed as a result of an improper disclosure by the selected vendor of confidential records, whether public record or not, and promises to defend CFBHN and the Department against the same at its' expense. | _____ |
| 5. The vendor agrees to comply with activities related to information systems in compliance with the Department's PAM 155-2. | _____ |
| 6. The vendor assures that the products and services mentioned in the narrative solution are included in the cost section of this response. | _____ |
| 7. The vendor assures that it has the competence and capacity to deliver all requirements of this ITN. | _____ |
| 8. The vendor agrees that its' cost of ownership is accurate as defined in section 4. | _____ |



APPENDIX IX

STATEMENT OF NO CONTRACT TERMINATION



| Statement of No Contract Termination | |
|---|------------------|
| ITN #: | 171802EHR |
| Print Vendor's Name: | |
| Print Name of Authorized Representative: | |
| <p>I, as an authorized representative of the above named vendor, hereby certify that my agency has never had a contract terminated for not meeting performance measures or for cause.</p> | |
| Signature of Authorized Representative: | |
| Title: | |
| Date: | |



APPENDIX X

STATEMENT OF NO INVOLVEMENT



| Statement of No Involvement | |
|--|------------------|
| ITN #: | 171802EHR |
| Print Vendor's Name: | |
| Print Name of Authorized Representative: | |
| <p>I, as an authorized representative of the above named vendor, hereby certify that no member of this firm, nor any person having interest in this firm, has been awarded a contract by the Department of Children and Families or Central Florida Behavioral Health Network, Inc. on a non-competitive basis to:</p> <ol style="list-style-type: none"> 1. Develop this procurement document 2. Perform a feasibility study concerning the scope of work contained in this procurement document; or 3. Develop a program similar to what is contained in this procurement document. | |
| Signature of Authorized Representative: | |
| Title: | |
| Date: | |



APPENDIX XI

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS



**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____,
who is authorized to sign on behalf of the above referenced company.
Authorized Signature Print Name and Title: _____

CF 1110, Jul 2011

APPENDIX XII MINIMUM QUALIFICATIONS



| MINIMUM REQUIRED QUALIFICATIONS | | | |
|--|---|------------|-----------|
| ITN #: | 171802EHR | | |
| Print Vendor's Name: | | | |
| Print Name of Authorized Representative: | | | |
| Please check off "Yes" or "No" for the below questions. If any response is marked as "No", the proposal will not be scored. | | Yes | No |
| 1. | Is the system hosted by your organization? | | |
| 2. | Is the system web-enabled or web-based? | | |
| 3. | Does the system work without an active connection to the server? | | |
| 4. | Will your system sync when a connection to the server is reestablished? | | |
| 5. | Does the system have all of the features listed and are they included in the cost of the product? a. Electronic signatures b. Lab c. Patient Insurance Eligibility d. Electronic Prescribing e. Registration f. Order Entry g. Patient Portal h. Document management i. Levels of care/service (i.e. Outpatient, Case Management, Residential, etc.) | | |
| 6. | Security and protection of client confidentiality is important in the design and implementation of the system. Does the system must meet all applicable rules and regulations related to privacy in behavioral health services (i.e. HIPAA, 42CFR, etc.)? | | |
| 7. | Does User Management include all of the following? a. Unique user IDs and the syntax used, including minimum and maximum settings. b. The ability to restrict user access based on their assigned roles. c. The ability to use security groups and then associate individual users with a respective group. d. Deactivation of user accounts. | | |
| 8. | Do Access Controls include the following? a. Password complexity, including: • Minimum and maximum lengths • Enforced content (alpha, numeric, special characters) • Enforced change periods (such as the ability to set a 90 day enforced change period) • Ability to block re-use of a password for a specified time, etc. b. The ability of the system to prompt new users to change their password upon initial login. c. The ability of the system to support auto log off requirements. d. Levels of system security that are assignable, such as client/record/data element/etc. e. Automatically expire passwords based on different criteria. f. Security related information is automatically logged. | | |
| 9. | Does System Auditing include the following? a. User activity audits including update and access. | | |



| | | |
|--|--|--|
| <ul style="list-style-type: none"> b. The ability to track updates to Protected Health Information (PHI) to the user level. c. The ability to track access to PHI to the user level. d. The ability to track I/O operations such as printing to the user level. e. The ability to audit and track changes at the system and user security levels. | | |
| <p>10. Does Reporting Security include the following?</p> <ul style="list-style-type: none"> a. The ability to regulate I/O operations, such as printing. b. The ability to regulate automated faxes and e-mails. | | |
| <p>11. Does the Security allow the following?</p> <ul style="list-style-type: none"> a. The vendor’s commitment to endorsing security patches released by the operating system manufacturer within 24 hours of release. b. Standards by which the vendor develops security related features and functionality, such as HIPAA. c. Preventative measures for to prevent users from using the back arrow to access the previous web page whether they are logged into the system or have just logged out. | | |
| <p>12. Does the system allow the following additional features?</p> <ul style="list-style-type: none"> a. The ability of the system to require user passwords for critical functions in the system in addition to the initial sign-on password. b. Additional security used for remote sign-on. c. The ability of the system to provide and support electronic signature. d. The ability of the system to use encryption, such as for data transferred through the Internet. | | |
| <p>13. Are you willing to indemnify and hold harmless CFBHN and our provider partners should the system be compromised through an unauthorized security incident under the vendor’s control?</p> | | |
| <p>14. Does your system currently have fully-functional Florida State Reporting, or if not, are you willing to develop? If there are additional costs, please make sure they are included in your response (Section 4.3.5.).</p> | | |
| <p>15. Will the data and all backups be stored exclusively in the United States and its territories?</p> | | |
| <p>Signature of Authorized Representative:</p> | | |
| <p>Title:</p> | | |
| <p>Date:</p> | | |



APPENDIX XIII EVALUATION GUIDE



1. Initial Meeting of Evaluators

Evaluators are chosen to participate because of their knowledge and skills, and because of CFBHN's confidence in their ability to score both independently and fairly. The same scoring principles must be applied to every response received, independent of other evaluators.

- 1.1. All questions related to the solicitation document and the evaluations of the responses must be directed to the Procurement Manager:

Carrie Hartes, Procurement Manager
(813) 740-4811 Extension 235
CHartes@cfbhn.org

- 1.2. Conflict of Interest Questionnaires must to be completed, signed, and dated by all Evaluation Team members. Any identified conflicts of interest will be referred to Legal immediately.
- 1.3. Each evaluator will be provided a copy of the solicitation document, all attachments, amendments, and (if applicable) all offerors' inquiries, together with the written answers provided by CFBHN. Each evaluator will also be provided with a copy of each response. Evaluator scoring will only take place for live demonstrations.
- 1.4. Evaluators must not solicit information or submissions from potential or interested offerors.
- 1.5. All scores must be assigned utilizing the scoring system provided in the evaluation manual.
- 1.6. Evaluators may request assistance in understanding evaluation criteria and responses only from the Procurement Manager, who alone is authorized to seek additional technical help if needed. Technical assistance, if needed, will be provided by non-voting technical advisors and will be uniformly disseminated to all evaluators simultaneously.
- 1.7. No attempt by CFBHN personnel or others to influence an evaluator's scoring will be tolerated. If any attempt is made to do so, the evaluator must immediately report the incident to the Procurement Manager. If the Procurement Manager makes such an attempt, the evaluator must immediately report the incident to Steven Jorgenson, the Director of Contracting, at 813-740-4811.
- 1.8. To avoid the possibility of protest, all appearances of impropriety must be avoided.

2. Debriefing Meeting of Evaluators

- 2.1. A short debriefing meeting will occur after each live demonstration in order to collect and record evaluation scores. It is not essential that uniformity in scoring be achieved.
- 2.2. The Procurement Manager will confirm that no one has tried to influence any of the evaluators and that they have exercised their own independent judgment in scoring each response independently of any other.
- 2.3. The Procurement Manager will fill out a spreadsheet with the names of the evaluators across the top and the number of the evaluation criterion down the left side. Each evaluator will be asked in turn for the score given to each criterion.

- 2.4. No pressure is to be placed upon any evaluator to change any score.
- 2.5. Once the spreadsheet is filled out and a score recorded for each criterion for each evaluator, the individual score sheets are collected, placed into the procurement file.

3. Evaluation Guidelines

Proposals received will be evaluated for meeting the Mandatory Criteria. All items on **Appendix XII** (Minimum Qualifications) must be answered affirmatively in order to be considered for evaluation.

Each proposal will be scored on the overall costs (100%). Each cost proposal will be ranked overall in order of least to most expensive. Scores will be assigned to each vendor based on the weighted ranking. Weighting system will be based on the number of applicants.

| Rank (High to Low) | Vendor Name | Score (Based on Number of Applicants) |
|-----------------------|-------------|--|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| ... | | |

4. Live Demonstrations

The top scoring vendors of the ITN response will be invited to CFBHN for live demonstrations. Vendors will be contacted with an outline of the requirements to help prepare for the demonstrations.

Vendors should be prepared to describe how their software handles Florida State DCF SAMH (Substance Abuse and Mental Health) Reporting. If it is not currently capable of handling state reporting, be prepared to explain your plan to address this required component.

Each of the criteria for the live demonstrations will have a score value from 0-5, with 0 being no value and 5 being excellent. A score can be issued in tenths (Example: 7.3).

| Point Value | Category | Description |
|-------------|-----------|--|
| 5 Points | Excellent | Vendor did an excellent job demonstrating the task and functionality of the system. |
| 3 Points | Fair | Vendor did a fair job demonstrating the task and functionality of the system. |
| 1 Points | Poor | Vendor did a poor job demonstrating the task and functionality of the system. |
| 0 Points | Omitted | Vendor did not demonstrate the task and functionality of the system. |

EVALUATOR'S CONFLICT OF INTEREST AND CONFIDENTIALITY OF INFORMATION STATEMENT

Your willingness to participate as an evaluator is an integral part of the procurement process. Central Florida Behavioral Health Network, Inc. (CFBHN) appreciates your assistance and expertise. Your designation as an evaluator for CFBHN requires that you fully understand the policies regarding potential conflicts of interest and the confidential nature of the proposals and all that is contained therein.

Confidentiality. The competitive procurement process and the obligations imposed by the laws of the State of Florida require CFBHN to ensure that the competitive process operates in a fair and equitable manner. As an evaluator, you have access to information not generally available to the public and are charged with special professional and ethical responsibilities. You may have access to information about bidders that is to be used only during the evaluation process, and for discussion only with appropriate CFBHN personnel. You shall not discuss the evaluation, scoring, or status of any proposal or any action effecting any proposal with any person, firm, corporation, or other outside business entity at any time prior to, during, or after the procurement process. You shall not use such information obtained as an evaluator for any personal benefit, pecuniary or otherwise, nor copy and/or disseminate any portion of any proposal at any time prior to, during, or after the procurement process.

Conflict of Interest and Ethical Considerations. A conflict of interest or the appearance of a conflict of interest may occur if you or an immediate family member are directly or indirectly involved with an organization that has submitted a proposal for evaluation. Prior to reviewing any proposals, you must inform CFBHN of any potential conflicts of interest or the appearance thereof. If you become aware of any potential conflict of interest as you review a proposal, you must immediately notify the point of contact for this procurement: Carrie Hartes (813) 740-4811. You may be disqualified as an evaluator if you conduct yourself in a way that could create the appearance of bias or unfair advantage with or on behalf of any competitive bidder, potential bidder, agent, subcontractor, or other business entity, whether through direct association with contractor representatives, indirect associations, through recreational activities or otherwise.

Examples of potentially biasing affiliations or relationships are listed below:

1. Your solicitation, acceptance, or agreement to accept from anyone any benefit, pecuniary or otherwise, as consideration for your decision or recommendation as it pertains to your evaluation of any proposal.
2. Your affiliation with a bidding company or institution. For example, a conflict may exist when you:
 - a. Are employed by or are being considered for employment with the company or institution submitting any bid or hold a consulting, advisory, or other similar position with said company or institution;

- b. Hold any current membership on a committee, board, or similar position with the company or institution;
 - c. Hold ownership of the company or institution, securities, or other evidences of debt;
 - d. Are currently a student or employee in the department or school submitting a proposal, such as the case.
 3. Your relationship with someone who has a personal interest in the proposal. This includes any affiliation or relationship by marriage or through family membership, any business or professional partnership, close personal friendship, or any other relationship that you think might tend to affect your objectivity or judgment or may give an appearance of impropriety to someone viewing it from the outside the relationship.

I have read this document and understand my obligations as explained herein. I further understand that I must advise CFBHN if a conflict currently exists or arises during my term of service as an evaluator. I further understand that I must sign and deliver this statement to CFBHN prior to participating in the evaluation process.

Evaluator Signature: _____

Evaluator Name (Printed): _____

Date: _____ ITN#: _____