



RICK SCOTT  
GOVERNOR

JUSTIN M. SENIOR  
SECRETARY

January 24, 2017

Prospective Vendor(s):

Subject: Solicitation Number: AHCA ITN 001-16/17

Title: Strategic Enterprise Advisory Services (SEAS)

This solicitation is being issued by the State of Florida, Agency for Health Care Administration, hereinafter referred to as “**AHCA**” or “**Agency**”, to select a vendor to provide Strategic Enterprise Advisory Services (SEAS). The solicitation package consists of this transmittal letter and the following attachments:

<b>Attachment A</b>	Instructions and Special Conditions
<b>Exhibit A-1</b>	Questions Template Instructions
<b>Exhibit A-2</b>	Required Statements and Certifications
<b>Exhibit A-3</b>	Vendor Certification Regarding Scrutinized Companies Lists
<b>Exhibit A-4</b>	Submission Requirements and Evaluation Criteria Components (Technical Response)
<b>Exhibit A-5</b>	Cost Proposal
<b>Exhibit A-5A</b>	Detailed Budget
<b>Exhibit A-6</b>	Respondent Attestation for Response Submission
<b>Exhibit A-7</b>	Certification of Drug-Free Workplace Program
<b>Exhibit A-8</b>	Standard Contract
<b>Attachment B</b>	Scope of Services
<b>Exhibit B-1</b>	Staff Positions

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



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

The term "Proposal", "Response" or "Reply" may be used interchangeably and mean the prospective Vendor's submission to this solicitation.

Sincerely,

*Jennifer Barrett*

Jennifer Barrett, Chief  
Bureau of Support Services

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# ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

## A.1. Instructions

### A. Overview

**1. Solicitation Number**

AHCA ITN 001 - 16/17

**2. Solicitation Type**

Invitation to Negotiate

**3. Solicitation Title**

Strategic Enterprise Advisory Services (SEAS)

**4. Date of Issuance**

January 24, 2017

**5. Issuing Officer**

Jennifer Barrett  
 Agency for Health Care Administration  
 Building 2, Suite 203, Mail Stop 15  
 2727 Mahan Drive  
 Tallahassee, FL 32308-5403  
 Email: [solicitation.questions@ahca.myflorida.com](mailto:solicitation.questions@ahca.myflorida.com)

**6. Solicitation Timeline**

The projected solicitation timeline is shown below (all times are Eastern Time). The Agency reserves the right to amend the timeline in the State's best interest. If the Agency finds it necessary to change any of the activities/dates/times listed, all interested parties will be notified by addenda to the original solicitation document posted on the Vendor Bid System (VBS) ([http://myflorida.com/apps/vbs/vbs\\_main\\_menu](http://myflorida.com/apps/vbs/vbs_main_menu)).

ACTIVITY	DATE/TIME	LOCATION
Solicitation Issued by Agency	January 24, 2017	Electronically Posted <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_menu</a>
Deadline for Receipt of Written Inquiries	February 6, 2017 2:00 p.m.	<a href="mailto:solicitation.questions@ahca.myflorida.com">solicitation.questions@ahca.myflorida.com</a>
<b>Anticipated</b> date for Agency Responses to Written Inquiries	February 20, 2017 2:00 p.m.	Electronically Posted <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_menu</a>

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ACTIVITY	DATE/TIME	LOCATION
Deadline for Receipt of Responses	April 14, 2017 2:00 p.m.	Jennifer Barrett Agency for Health Care Administration Building 2, Suite 203, Mail Stop 15 2727 Mahan Drive Tallahassee, FL 32308-5403
Public Opening of Responses	April 14, 2017 2:30 p.m.	2727 Mahan Drive, Building 2 Operations Conference Room, 2nd Floor, Room 200 Tallahassee, FL 32308-5403
<b>Anticipated</b> Dates for Negotiations	May 22, 2017 – June 22, 2017	2727 Mahan Drive, Building 2 Operations Conference Room, 2nd Floor, Room 200 Tallahassee, FL 32308-5403
<b>Anticipated</b> Posting of Notice of Intent to Award	July 3, 2017	Electronically Posted <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_menu</a>

### 7. PUR 1000, General Contract Conditions

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

<http://www.dms.myflorida.com/content/download/2933/11777/version/6/file/1000.pdf>

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

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

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

### 9. Restriction on Communications

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the seventy-two (72) hour period following the Agency posting the notice of intended award, excluding Saturdays, Sundays, and State holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Issuing Officer or as provided in this solicitation. **VIOLATION OF THIS PROVISION MAY BE GROUNDS FOR REJECTING A RESPONSE.**

### 10. Vendor Questions

- a. Note: This Special Instruction takes precedence over PUR 1001, General Instructions to Respondents, **Number 5.**, Questions.
- b. The Agency will receive all questions pertaining to this solicitation no later than the date and time specified for written inquiries in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**,

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Solicitation Timeline. All inquiries must be made **in writing** and sent in excel format by email to [solicitation.questions@ahca.myflorida.com](mailto:solicitation.questions@ahca.myflorida.com). **No telephone inquiries will be accepted.** Prospective Vendors shall utilize **Exhibit A-1**, Questions Template Instructions, when submitting a written inquiry. The Agency's response to questions received will be posted as an addendum to this solicitation as specified in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline.

- c. **Exhibit A-1**, Questions Template Instructions, is an excel document and is available for prospective Vendors to download at:  
  
<http://ahca.myflorida.com/procurements/index.shtml>.
- d. The Agency reserves the right to consider questions received after the written inquiries submission deadline on a case-by-case basis. If the Agency, in its sole discretion, determines that all prospective Vendors would benefit from a response, an addendum to this solicitation will be issued and posted to the VBS.

### 11. Solicitation Addenda

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

### 12. Public Opening of Responses

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

### 13. Type and Amount of Contract Contemplated

- a. The Contract resulting from this solicitation will be a combination fixed price (unit cost) and time and materials contract.



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Initial deliverables described in **Attachment B**, Scope of Services, will be paid at a fixed price. Variable and intermittent Medicaid Enterprise Systems (MES) project-related or ongoing tasks, referred to as task orders in this solicitation, will be paid at an hourly rate on a quarterly basis.

- b. The State of Florida's performance and obligation to pay under the Contract resulting from this solicitation is contingent upon an annual appropriation by the Legislature.

### **14. Term of Contract**

- a. The anticipated term of the resulting Contract is July 2017 through June 30, 2022. The term of the resulting Contract is subject to change based on the actual execution date of the resulting Contract.
- b. In accordance with Section 287.057(13), F.S., the Contract resulting from this solicitation may be renewed for a period that may not exceed three (3) years or the term of the resulting original Contract period whichever is longer. The proposed Contract term is five (5) years. 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. The Vendor shall offer renewal year pricing in its Response. 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.
- d. 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.

## **B. General Instructions for Response Preparation and Submission**

### **1. Mandatory Requirements**

- a. The Agency has established certain requirements with respect to Responses submitted to competitive solicitations. The use of "shall", "must", or "will" (except to indicate futurity) in this solicitation, 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

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## **INSTRUCTIONS AND SPECIAL CONDITIONS**

substantial accord with this solicitation requirements, provides an advantage to one Respondent over another, or has a potentially significant effect on the quality of the Response or on the cost to the Agency. Material deviations cannot be waived. The words “should” or “may” in this solicitation indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such desirable feature will not in itself cause rejection of a Response.

- b.** A listing of all Mandatory Requirements is included in **Section A.1.**, Instructions, **Sub-Section B.**, General Instructions for Response Preparation and Submission, **Item 8.**, Mandatory Response Content; and **Section A.1.**, Instructions, **Sub-Section C.**, Response Evaluation, Negotiation and Contract Award, **Item 2.**, Evaluation Criteria, **Sub-Item a.**, Review of Mandatory Criteria, **Table 1**, Mandatory Criteria Questions.

### **2. Independent Preparation of Response**

A Respondent shall not, directly or indirectly, collude, consult, communicate or agree with any other Respondent as to any matter related to the Response each is submitting. Additionally, a Respondent shall not induce any other Respondent to submit or not to submit a Response.

### **3. Public Entity Crime**

Pursuant to Section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a Bid, Proposal, or Reply on a contract to provide any goods or services to a public entity; may not submit a Bid, Proposal, or Reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, Proposals, or Replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. for category two for a period of thirty six (36) months following the date of being placed on the convicted Vendor list.

### **4. Prohibition of Gratuities**

By submission of a Response, a Respondent certifies that no elected official or employee of the State of Florida has or shall benefit financially or materially from such Response or subsequent contract in violation of the provisions of Chapter 112, F.S. Any contract issued as a result of this solicitation may be terminated if it is determined that gratuities of any kind were either offered or received by any of the aforementioned parties.

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### 5. Cost of Response Preparation

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

### 6. Joint Ventures and/or Legal Partnerships

- a. Joint ventures and/or legal partnerships shall be viewed as one (1) Respondent; however, each party to the joint venture/legal partnership shall submit all attachments and/or documentation required by this solicitation from Respondents, unless otherwise stated.
- b. **FAILURE TO SUBMIT ALL REQUIRED ATTACHMENTS AND/OR DOCUMENTATION FROM ALL PARTIES INCLUDED IN A JOINT VENTURE AND/OR LEGAL PARTNERSHIP, SIGNED BY AN AUTHORIZED OFFICIAL, IF APPLICABLE, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE.**

### 7. Response Submission Requirements

- a. Electronic submissions via MyFloridaMarketPlace are not required and will not be accepted for this solicitation. This special instruction takes precedence over **PUR 1001**, General Instructions to Respondents, **Number 3.**, Electronic Submission of Responses.
- b. The instructions for this solicitation have been designed to help ensure that all Responses are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. Information submitted in variance with these instructions may not be reviewed or evaluated.
- c. Responses must be submitted in a sealed package (i.e., outer boxes must be sealed, individual binders within the box do not require individual sealing), to the Issuing Officer identified in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 5.**, Issuing Officer, no later than the time indicated in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline.
- d. Respondents to this solicitation shall submit the following:
  - 1) **Original Response**
    - a) The Respondent shall submit **one (1) Original Response**. The Original Response shall be marked as the "Original" and contain the transmittal letter

## ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

that bears the original signature of the binding authority. **The box that contains the Original Response shall be marked “Contains Original” and shall contain all marked originals (hard copy and electronic).**

- b) Responses may be submitted via United States (U.S.) Mail, Courier, or hand delivery. Responses sent by fax or email will not be accepted. Responses received after the date and time specified in **Section A.1., Instructions, Sub-Section A., Overview, Item 6., Solicitation Timeline**, will not be considered and will be returned to the Respondent unopened.
- c) Hard copy Responses should be bound individually and submitted in three ring binders or secured in a similar fashion to contain pages that turn easily for review. Responses shall be double sided. Respondents shall comply with the instructions for completing **Exhibit A-4, Submission Requirements and Evaluation Criteria Components (Technical Response)**.
- d) All submittals received by the date and time specified in **Section A.1., Instructions, Sub-Section A., Overview, Item 6., Solicitation Timeline**, become the property of the State of Florida and shall be a matter of record subject to the provisions of Chapter 119, F.S. The State of Florida shall have the right to use all ideas, or adaptations of the ideas, contained in any Proposal received in response to this solicitation. Selection or rejection of the Proposal shall not affect this right.
- e) **Any portion of the submitted Response which is asserted to be exempt from disclosure under Chapter 119, F.S., shall be clearly marked (by whatever means necessary, i.e., stamp) “exempt”, “confidential”, or “trade secret” (as applicable) and shall also contain the statutory basis for such claim on every page. Pages containing trade secrets shall be marked “trade secret as defined in Section 812.081, F.S.”. Failure to identify such portions shall constitute a waiver of any claimed exemption and the Agency will provide such records in response to public records requests without notifying the Respondent. Designating material simply as “proprietary” will not necessarily protect it from disclosure under Chapter 119, F.S.**

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

- f) If a requestor asserts a right to the Confidential Information, the Agency will notify the Respondent such an assertion has been made. It is the Respondent's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, F.S. or other applicable law. If the Agency becomes subject to a demand for discovery or disclosure of the Confidential Information of the Respondent in a legal proceeding, the Agency will give the Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Respondent shall be responsible for defending its determination that the redacted portions of its Response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.
  
- g) All information included in the Response (including, without limitation, technical and cost information) and any resulting contract that incorporates the successful Proposal (fully, in part, or by reference) shall be a matter of public record regardless of copyright status. Submission of a Response to this solicitation that contains material for which the Responder holds a copyright shall constitute permission for the Agency to reproduce and disclose such material for the Agency's internal use, and to make such material available for inspection pursuant to a public records request.

### **2) Duplicate Copies of the Original Response**

The Respondent shall submit **three (3) Duplicate Copies** of the Original Response.

### **3) Redacted Version of the Original Response**

- a) **The Respondent must also submit both a hard and an electronic redacted copy of the Response suitable for release to the public.** Any confidential or trade secret information covered under Section 812.081, F.S., should be either redacted or completely removed. The redacted Response shall be marked as the "redacted" copy.
  
- b) **RESPONDENTS MAY NOT MARK THEIR ENTIRE RESPONSE AS TRADE SECRET. ANY RESPONSE SO MARKED WILL BE REJECTED.**

## ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

- c) If a public records request is submitted to the Agency for Responses submitted to this solicitation, the prospective Vendor agrees that the Agency may release the redacted Response without conducting any pre-release review of the redacted Response. If an action is brought against the Agency in any appropriate judicial forum contesting some or all redactions made by the prospective Vendor to its Response, the prospective Vendor 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 unredacted version of a prospective Vendor's Response. If any attorneys' fees or costs are assessed against the Agency in a judicial proceeding resulting from the prospective Vendor's redaction of its Response in this solicitation, the prospective Vendor agrees, by submitting a Response to this solicitation, to hold the Agency harmless and to pay such attorney's fee and cost awards on behalf of the Agency, or to otherwise hold the Agency harmless.
  
- d) By submitting a Response, the Respondent agrees to protect, defend, and indemnify the Agency for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Respondent fails to submit a redacted copy of information it claims is confidential, the Respondent agrees that the Agency is authorized to produce the entire documents, data, or records submitted to the Agency in answer to a public records request for these records.

### 4) **Electronic Copies of the Response**

- a) The Respondent shall submit **five (5) electronic copies** of the entire Response (i.e., **one (1) marked "Original"; three (3) marked "Duplicate Copy"; and one (1) marked "Redacted"**).
  
- b) Electronic copies of the Technical Response (**Exhibit A-4**, Submission Requirements and Evaluation Criteria Components) shall be submitted on CD-ROM or USB flash drive. Each electronic copy of the Technical Response (**Exhibit A-4**, Submission Requirements and Evaluation Criteria Components) shall be submitted as a single Portable Document Format (PDF) that contains the

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complete Response. The PDF document must be searchable, allow printing and must not be password protected.

- c) An electronic copy of the Cost Proposal (**Exhibit A-5**, Cost Proposal and **Exhibit A-5A**, Detailed Budget) shall be submitted on CD-ROM or USB flash drive. The electronic copy of the Cost Proposal (**Exhibit A-5**, Cost Proposal and **Exhibit A-5A**, Detailed Budget) shall be submitted as a single PDF that contains the complete Cost Proposal. The PDF document must be searchable, allow printing and must not be password protected. In addition, an electronic copy of the Detailed Budget (**Exhibit A-5A**), shall be submitted in Excel 2016.

### 8. Mandatory Response Content

The Response shall consist of the following parts and shall be clearly labeled and tabbed in the order as specified below:

#### a. Transmittal (Cover) Letter

- 1) This letter is mandatory and serves as the document covering transmittal of the Response package, as well as verification of the prospective Vendor name, address, and Federal Employer Identification (FEID) Number. The letter must provide the name, title, address, telephone number, original signature and email address of the official prospective Vendor contact and an alternate, if available. These individuals shall have the authority to bind the prospective Vendor to a contract and shall be available to be contacted by telephone and e-mail and to attend meetings as may be appropriate.
- 2) The transmittal (cover) letter must also contain a statement authorizing release of the redacted version of the Response in the event the Agency receives a public records request.
- 3) If submitting a Proposal as a joint venture and/or legal partnership, both parties must provide the requested information as described in this Sub-Item.
- 4) **FAILURE TO INCLUDE THE TRANSMITTAL (COVER) LETTER WITH THE SUBMISSION OF THE ORIGINAL RESPONSE WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE.**

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### b. Original Proposal Guarantee

- 1) The original Response must be accompanied by an original Proposal Guarantee payable to the State of Florida in the amount of **\$2,500,000.00**. The Respondent must be the guarantor. The Agency will not accept a copy of the Proposal Guarantee with the original Response.
- 2) The form of the Proposal Guarantee shall be a bond, cashier's check, treasurer's check, bank draft, or certified check. The Agency will not accept a letter of credit in lieu of the Proposal Guarantee.
- 3) All Proposal Guarantees will be returned upon execution of the legal Contract with the successful Vendor and receipt of the performance bond required under this solicitation (See **Section A.1.**, Instructions, **Sub-Section C.**, Response Evaluation, Negotiation and Contract Award, **Item 6.**, Performance Bond).
- 4) If the successful Vendor fails to execute a contract within ten (10) consecutive calendar days after a contract has been presented to the successful Vendor for signature, the Proposal Guarantee shall be forfeited to the State.
- 5) The "Proposal Guarantee" is a firm commitment as listed above, which accompanies the Proposal as assurance that the Respondent shall, upon the Agency's acceptance of his or her Proposal, execute such contractual documents as may be required within the time specified.
- 6) **FAILURE TO INCLUDE THE ORIGINAL PROPOSAL GUARANTEE WITH THE SUBMISSION OF THE ORIGINAL RESPONSE WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. THE PROPOSAL 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. Financial Information

- 1) The Respondent shall submit its most recent audited financial statements. If the Respondent is a subsidiary of a parent organization, the Respondent may submit the most recent audited financial statements of its parent entity; audited financial statements of the parent organization in lieu of the Respondent must include an organizational chart



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

representing the relationship between the Respondent and the parent entity. If the fiscal year covered by the audit ended within one hundred twenty (120) calendar days prior to this solicitation filing deadline and the audited financial statements are not yet available, then the prior fiscal year will be considered the most recent. Audited financial statements that contain an Adverse Opinion or a Disclaimer of Opinion will not be deemed acceptable for the purposes of meeting the financial requirements set forth in this solicitation. Respondents shall submit the following:

- a) A copy of the Respondent's audited financial statements (or parent organization's audited financial statements with organizational chart).
  - b) Audited financial statements must be current; the period covered by the audit cannot be more than one (1) fiscal year and one hundred twenty (120) calendar days old from this solicitation advertisement date.
  - c) The audit must contain a signed audit statement (Audit Opinion) from a Certified Public Accountant (CPA) and the statement cannot contain an Adverse Opinion or a Disclaimer of Opinion from the CPA.
- 2) If audited financial statements are not available, the Respondent shall submit its most recent financial information (information cannot be more than one (1) fiscal year old), which shall include at a minimum:
- a) Income Statement(s) or Revenue and Expense Statement(s) – Which are statement(s) of profit or loss (for not-for-profits it is the excess of revenues over expenses) during a particular period including all items of revenue income and expenditure.
  - b) Balance Sheet(s) – Which are statement(s) of total assets, liabilities, and net worth at a given point in time.
  - c) Cash Flow Statement(s) – Which are statement(s) that reflects the inflow of revenue versus the outflow of expenses resulting from operating, investing, and financing activities during a specific time period.
  - d) Notes to the financial statements which shall include: a description of the reporting entity, major asset categories, debt, contingency liabilities, transactions with related parties, subsequent

## ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

events, and a list of significant accounting policies and estimates used.

- 3) Financial information will be reviewed by an Agency CPA to determine the Respondent's financial stability.
- 4) The financial information as requested above shall be labeled and tabbed separately.
- 5) **FAILURE TO SUBMIT FINANCIAL INFORMATION AS REQUIRED WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE.**

d. **Exhibit A-2, Required Statements and Certifications**

- 1) The following statements and certifications, contained in **Exhibit A-2, Required Statements and Certifications**, are required and must be submitted with the Response:
  - a) **Acceptance of Solicitation Requirements** – understanding and agreeing that the prospective Vendor has read all requirements and the Agency's specifications provided in this solicitation, accepts said requirements, and that the prospective Vendor's Response is made in accordance with the provisions of such requirements and specifications. The prospective Vendor guarantees and certifies that all items included in the Response shall meet or exceed any and all such requirements and Agency specifications. If awarded a contract resulting from this solicitation, the prospective Vendor agrees to deliver services that meet or exceed the requirements and specifications provided in this solicitation.
  - b) **Certification Regarding Future Procurements** – certifying that the prospective Vendor, including all subcontractors included in the resulting Contract, if awarded a contract resulting from this solicitation, are precluded from competing for contract award for the upcoming Independent Verification & Validation (IV&V) services; Florida Medicaid Enterprise System (MES) Systems Integrator (SI) services; the Florida Medicaid Management Information System (FMMIS) module procurements; the Medicaid Information Technology Architecture (MITA) business-aligned module procurements; and any other Florida related MES procurements in accordance with Federal and State conflict of interest laws.

## ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

- c) **Acceptance of the Contract Terms and Conditions** - certifying that the prospective Vendor, if awarded a contract resulting from this solicitation, will comply with all terms and conditions as specified in this solicitation and in the Agency Standard Contract, **Exhibit A-8**.
- d) **Statement of No Involvement** - certifying that neither the prospective Vendor nor any person with an interest in the company had any prior involvement in performing a feasibility study of the implementation of the subject Contract, in drafting of this solicitation or in developing the subject program.
- e) **Non-Collusion Certification** – certifying all persons, companies, or parties interested in the Response as principals are named; that the Response is made without collusion with any other person, persons, company or parties submitting a Response; that it is in all respects made in good faith; and the signatory has full authority to legally bind the prospective Vendor to the provisions of this solicitation.
- f) **Performance of Services** – certifying that the Vendor shall make a documented good faith effort to ensure all services, provided directly or indirectly under the Contract resulting from this solicitation, will be performed within the State of Florida.
- g) **Performance of Services** - certifying that the Vendor shall ensure all services, provided directly or indirectly under the Contract resulting from this solicitation, will be performed within the borders of the United States and its territories and protectorates.
- h) **Organizational Conflict of Interest Certification** – certifying that the prospective Vendor (including its subcontractors, subsidiaries and partners) have no existing relationship, financial interest, or other activity which creates any actual or potential organizational conflicts of interest relating to the award of a contract resulting from this solicitation; or the prospective Vendor has included information in its Response to this solicitation detailing the existence of actual or potential organizational conflicts of interest and has provided a “Conflict of Interest Mitigation Plan.”

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

- Identify any relationship, financial interest or other activity which may create an actual or potential organizational conflict of interest.
- Describe the actions the prospective Vendor intends to take to mitigate, neutralize, or avoid the identified organizational conflicts of interest.
- Identify the official within the prospective Vendor'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 prospective Vendor responsibility, as defined in Section 287.012(25), F.S. The Agency reserves the right to request additional information from the prospective Vendor or other sources, as deemed necessary, to determine whether or not the plan adequately neutralizes, mitigates, or avoids the identified conflicts.

- i) **Names of Operation** – the Respondent shall list all of the names under which it has operated during the past five (5) years (January 24, 2012).
- j) **Certification Regarding Terminated Contracts** – the Respondent shall list:
  - (1) All State or Federal Contracts that it or its subsidiaries and affiliates have unilaterally or willfully terminated within the past five (5) years (January 24, 2012) prior to the end of a contract.
  - (2) All State or Federal Contracts of the prospective Vendor and its subsidiaries and

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

affiliates that have been terminated within the past five (5) years (January 24, 2012) by a State or the Federal government for cause, prior to the end of the Contract.

- 2) **THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO EXHIBIT A-2, REQUIRED STATEMENTS AND CERTIFICATIONS, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. FAILURE TO SUBMIT EXHIBIT A-2, REQUIRED STATEMENTS AND CERTIFICATIONS, SIGNED BY AN AUTHORIZED OFFICIAL, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. EXHIBIT A-2, REQUIRED STATEMENTS AND CERTIFICATIONS, IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT: <http://ahca.myflorida.com/procurements/index.shtml>.**

**e. Exhibit A-3, Vendor Certification Regarding Scrutinized Companies Lists**

- 1) The Respondent shall complete **Exhibit A-3, Vendor Certification Regarding Scrutinized Companies Lists**, certifying that it 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, created pursuant to Section 215.473, F.S. Pursuant to Section 287.135(5), F.S., the Respondent agrees the Agency may immediately terminate the resulting Contract for cause if the Respondent is found to have submitted a false certification or if the Respondent is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the resulting Contract.
- 2) **THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO EXHIBIT A-3, VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. FAILURE TO SUBMIT EXHIBIT A-3, VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS, SIGNED BY AN AUTHORIZED OFFICIAL, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. EXHIBIT A-3, VENDOR CERTIFICATION REGARDING SCRUTINIZED**

## ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

COMPANIES LISTS, IS AVAILABLE FOR  
RESPONDENTS TO DOWNLOAD AT:

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

f. **Exhibit A-4, Submission Requirements and Evaluation Criteria Components (Technical Response)**

- 1) **RESPONDENTS TO THIS SOLICITATION ARE REQUIRED TO SUBMIT THEIR RESPONSES UTILIZING EXHIBIT A-4, SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE).**
  
- 2) **THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO EXHIBIT A-4, SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE), WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. FAILURE TO SUBMIT EXHIBIT A-4, SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE), WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. EXHIBIT A-4, SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE), IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT:**  
<http://ahca.myflorida.com/procurements/index.shtml>.

g. **Exhibit A-5, Cost Proposal**

- 1) **The Respondent shall submit one (1) original Cost Proposal (Exhibit A-5) with its Original Response. In addition, the Respondent shall submit one (1) electronic copy (PDF) of the original Cost Proposal (Exhibit A-5).**
  
- 2) **THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO EXHIBIT A-5, COST PROPOSAL, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. FAILURE TO SUBMIT EXHIBIT A-5, COST PROPOSAL, SIGNED BY AN AUTHORIZED OFFICIAL, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. EXHIBIT A-5, COST PROPOSAL, IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT:**  
<http://ahca.myflorida.com/procurements/index.shtml>.

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### h. Exhibit A-5A, Detailed Budget

- 1) The Respondent shall submit one (1) original Detailed Budget (**Exhibit A-5A**) with its Original Response. In addition, the Respondent shall submit one (1) electronic copy (PDF and Excel 2016) of the original Detailed Budget (**Exhibit A-5A**).
- 2) **Exhibit A-5A**, Detailed Budget must support and justify the costs contained in **Exhibit A-5**, Cost Proposal.
- 3) **THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO EXHIBIT A-5A, DETAILED BUDGET, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. FAILURE TO SUBMIT EXHIBIT A-5A, DETAILED BUDGET, SIGNED BY AN AUTHORIZED OFFICIAL, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. EXHIBIT A-5A, DETAILED BUDGET, IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT:**  
<http://ahca.myflorida.com/procurements/index.shtml>.

### i. Exhibit A-6, Respondent Attestation for Response Submission

- 1) The following certifications, contained in **Exhibit A-6**, Respondent Attestation for Response Submission, are required and must be submitted with the Response:
  - a) Certifying that no modification and/or alteration has been made to the template, narrative and/or instructions contained in **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response).
  - b) Acknowledging that the Agency will not consider supplemental Response narrative for evaluation which is not contained within the Response Sections as described in **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response).

**THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO EXHIBIT A-6, RESPONDENT ATTESTATION FOR RESPONSE SUBMISSION, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE.**

## ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

FAILURE TO SUBMIT EXHIBIT A-6, RESPONDENT ATTESTATION FOR RESPONSE SUBMISSION, SIGNED BY AN AUTHORIZED OFFICIAL, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. EXHIBIT A-6, RESPONDENT ATTESTATION FOR RESPONSE SUBMISSION, IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT:  
<http://ahca.myflorida.com/procurements/index.shtml>.

### 9. Optional Response Content

The State supports and encourages initiatives to keep the workplace of Florida's suppliers and contractors drug free. Section 287.087, F.S. provides that, where identical tie Proposals are received, preference shall be given to a Proposal received from a Respondent that certifies it has implemented a drug-free workplace program. If applicable, the Respondent shall sign and submit **Exhibit A-7**, Certification of Drug-Free Workplace Program, to certify that the Respondent has a drug-free workplace program.

**Exhibit A-7**, Certification of Drug-Free Workplace Program, is available for Respondents to download at  
<http://ahca.myflorida.com/procurements/index.shtml>.

### C. Response Evaluation, Negotiation and Contract Award

#### 1. Response Clarification

The Agency reserves the right to seek written clarification from a prospective Vendor of any information contained in the prospective Vendor's Response.

#### 2. Evaluation Criteria

##### a. Review of Mandatory Criteria

The Procurement Office and other Agency staff will review Responses to this solicitation against the mandatory criteria found in **Table 1**, Mandatory Criteria Questions, below. Responses failing to comply with all mandatory criteria will not be considered for further evaluation.

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## ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

TABLE 1			
MANDATORY CRITERIA QUESTIONS			
		YES	NO
1)	Does the Response include the <b>Transmittal (Cover) Letter</b> from each required party as specified in <b>Section A.1.</b> , Instructions, <b>Sub-Section B.</b> , General Instructions for Response Preparation and Submission, <b>Item 8.</b> , Mandatory Response Content, <b>Sub-Item a.</b> ?		
2)	Does the <b>Transmittal (Cover) Letter</b> contain the following information from each required party as specified in <b>Section A.1.</b> , Instructions, <b>Sub-Section B.</b> , General Instructions for Response Preparation and Submission, <b>Item 8.</b> , Mandatory Response Content, <b>Sub-Item a.</b> ? <ul style="list-style-type: none"> <li>• Prospective Vendor Name;</li> <li>• Prospective Vendor Address;</li> <li>• Prospective Vendor FEID Number;</li> <li>• Name, title, address, telephone number, original signature and email address of the official prospective Vendor contact and an alternate, if available; and</li> <li>• Statement authorizing release of the redacted version of the Response in the event the Agency receives a public records request.</li> </ul>		
3)	Does the Response include the <b>Original Proposal Guarantee</b> in the amount of <b>\$2,500,000.00</b> , as specified in <b>Section A.1.</b> , Instructions, <b>Sub-Section B.</b> , General Instructions for Response Preparation and Submission, <b>Item 8.</b> , Mandatory Response Content, <b>Sub-Item b.</b> ?		
4)	Does the Response include the <b>Financial Information</b> , as specified in <b>Section A.1.</b> , Instructions, <b>Sub-Section B.</b> , General Instructions for Response Preparation and Submission, <b>Item 8.</b> ,		

## ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

TABLE 1			
MANDATORY CRITERIA QUESTIONS			
		YES	NO
	Mandatory Response Content, <b>Sub-Item c.?</b>		
5)	Does the Response include <b>Exhibit A-2, Required Statements and Certifications</b> , as specified in <b>Section A.1., Instructions, Sub-Section B., General Instructions for Response Preparation and Submission, Item 8., Mandatory Response Content, Sub-Item d.?</b>		
6)	Does the Response include <b>Exhibit A-3, Vendor Certification Regarding Scrutinized Companies Lists</b> , as specified in <b>Section A.1., Instructions, Sub-Section B., General Instructions for Response Preparation and Submission, Item 8., Mandatory Response Content, Sub-Item e.?</b>		
7)	Does the Response include <b>Exhibit A-4, Submission Requirements and Evaluation Criteria Components (Technical Response)</b> , as specified in <b>Section A.1., Instructions, Sub-Section B., General Instructions for Response Preparation and Submission, Item 8., Mandatory Response Content, Sub-Item f.?</b>		
8)	Does the Response include <b>Exhibit A-5, Cost Proposal</b> , as specified in <b>Section A.1., Instructions, Sub-Section B., General Instructions for Response Preparation and Submission, Item 8., Mandatory Response Content, Sub-Item g.?</b>		
9)	Does the Response include <b>Exhibit A-5A, Detailed Budget</b> , as specified in <b>Section A.1., Instructions, Sub-Section B., General Instructions for Response Preparation and Submission, Item 8., Mandatory Response Content, Sub-Item h.?</b>		
10)	Does the Response include <b>Exhibit A-6, Response Attestation for Response Submission</b> , as specified in <b>Section A.1., Instructions, Sub-Section B.,</b>		

# ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

TABLE 1			
MANDATORY CRITERIA QUESTIONS			
		YES	NO
	General Instructions for Response Preparation and Submission, <b>Item 8.</b> , Mandatory Response Content, <b>Sub-Item i.</b> ?		

**b. Financial Evaluation**

An Agency CPA will evaluate each Respondent's financial information. A score will be assigned for financial stability based on **Table 2**, Financial Stability Scale, below. Respondents determined to have insufficient financial resources to fully perform the Contract requirements outlined in this solicitation will be disqualified at the Agency's sole discretion.

TABLE 2	
FINANCIAL STABILITY SCALE	
POINT SCORE	EVALUATION
20	Financial stability is excellent.
15	Financial stability is above average.
10	Financial stability is average.
5	Financial stability is below average.
0	Financial stability is inadequate.

**c. Responsible Vendor**

The Agency reserves the right to contact sources to obtain information regarding past performance. Information may be used to determine whether the Respondent is a "responsible Vendor", as defined in Section 287.012(25), F.S.

**d. Technical Response Evaluation**

- 1) Each Response determined to be in compliance with all mandatory criteria will be independently evaluated and awarded points based on the criteria and points scale indicated in **Table 3**, Technical Response Scale, below, unless otherwise identified in **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response).
- 2) Each Response will be individually scored by at least three (3) evaluators, who collectively have experience and knowledge in the program areas and service requirements for which contractual services are sought by this solicitation.

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The Agency reserves the right to have specific sections of the Responses evaluated by less than three (3) individuals.

<b>TABLE 3</b>	
<b>TECHNCIAL RESPONSE SCALE</b>	
<b>POINT</b>	<b>EVALUATION</b>
0	The Respondent has not addressed the criteria or the Respondent does not plan to meet the requirement.
1	The Respondent has documented a response that has significant deficiencies and does not meet the criteria.
2	The Respondent has documented a response that has some deficiencies and does not fully meet the criteria.
3	The Respondent has documented a response that meets the criteria.
4	The Respondent has documented a response that exceeds the criteria in some areas.
5	The Respondent has documented an exceptional capability, approach, or solution that significantly exceeds the criteria.

- 3) **Table 4**, Summary Score Sheet, below, will be used to assign points to all Responses designated as “responsive”. Evaluations will be based on the detailed evaluation criteria components indicated in **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response).

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TABLE 4						
SUMMARY SCORE SHEET						
		Maximum Raw Score Possible		Weight Factor		Maximum Points Possible
<b>A.</b>	Financial Stability	20	X	5	=	100
<b>B.</b>	Technical Response					
	<b>SRC#1</b> Table of Contents					
	<b>SRC #2</b> Executive Summary					
	<b>SRC#3A</b> Organizational Structure and History					
	<b>SRC #3B</b> Experience	25	X	2	=	50
	<b>SRC #3C</b> Sanctions	10	X	1	=	10
	<b>SRC #3D</b> Terminated Contracts	10	X	1	=	10
	<b>SRC #3E</b> Performance Bond	10	X	1	=	10
	<b>SRC #4A</b> Standards	5	X	3	=	15
	<b>SRC #4B</b> Strategic Advisory Services	80	X	2	=	160
	<b>SRC #4C</b> Strategic Innovative Solutions	5	X	5	=	25
	<b>SRC #4D</b> Programmatic Advisory Services	120	X	1	=	120
	<b>SRC #4E</b> Programmatic Innovative Solutions	5	X	4	=	20
	<b>SRC #4F</b> Technical Advisory Services	150	X	1	=	150
	<b>SRC #4G</b> Technical Innovative Solutions	5	X	5	=	25
	<b>SRC #5</b> Staffing	50	X	2	=	100
	<b>SRC #6</b> Reporting	25	X	1	=	25
	<b>SRC #7</b> SEAS Management	60	X	1	=	60
	<b>SRC #8</b> System Functionality	15	X	1	=	15
	<b>SRC #9</b> Information Technology	5	X	1	=	5
	<b>SRC #10</b> Security Rating Score	5	X	1	=	5
<b>TOTAL:</b>						<b>905</b>

**e. Detailed Evaluation Criteria Components**

SEE EXHIBIT A-4, SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE), TO BE SUBMITTED IN RESPONSE TO THIS SOLICITATION. EXHIBIT A-4, SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE) IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT:

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

**f. Ranking of Responses**

- 1) A total score will be calculated for each Response. The total point scores will be used to rank the Responses by evaluator (Response with the highest number of points = 1,

## ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

second highest = 2, etc.). An average rank for each Response will be calculated for all evaluators.

**2) EXAMPLE:**

In this example, there are 950 maximum available points and four (4) Respondents.

**3) Step 1**

**a)** A total point score will be calculated for each Response. The total point score includes Evaluator (A, B, C or D) score; Financial Stability score for the Respondent; and the score of any sections evaluated by less than (3) evaluators for the Respondent.

**b)** Below is a summary of the total point scores for the four (4) Respondents.

Evaluator A		Evaluator B		Evaluator C		Evaluator D	
Respondent 1	920 pts.	Respondent 1	880 pts.	Respondent 1	840 pts.	Respondent 1	850 pts.
Respondent 2	900 pts.	Respondent 2	840 pts.	Respondent 2	870 pts.	Respondent 2	900 pts.
Respondent 3	850 pts.	Respondent 3	900 pts.	Respondent 3	850 pts.	Respondent 3	880 pts.
Respondent 4	880 pts.	Respondent 4	800 pts.	Respondent 4	900 pts.	Respondent 4	780 pts.

**c)** Below is an example of how the total point score is calculated (Respondent 1).

Technical Response score - Evaluator A:	805
Sections evaluated by less than three (3) evaluators score for Respondent 1:	40
Financial Stability score for Respondent 1:	75
<b>Total Point Score for Evaluator A, Respondent 1</b>	<b>920</b>

Technical Response score - Evaluator B:	765
Sections evaluated by less than three (3) evaluators score for Respondent 1:	40
Financial Stability score for Respondent 1:	75
<b>Total Point Score for Evaluator B, Respondent 1</b>	<b>880</b>

Technical Response score - Evaluator C:	725
Sections evaluated by less than three (3) evaluators score for Respondent 1:	40
Financial Stability score for Respondent 1:	75
<b>Total Point Score for Evaluator C, Respondent 1</b>	<b>840</b>

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Technical Response score - Evaluator D:	735
Sections evaluated by less than three (3) evaluators score for Respondent 1:	40
Financial Stability score for Respondent 1:	75
<b>Total Point Score for Evaluator D, Respondent 1</b>	<b>850</b>

### 4) Step 2

The total point scores will be used to rank the Responses by evaluator (Response with the highest number of points = 1, second highest = 2, etc.).

Evaluator A		Evaluator B		Evaluator C		Evaluator D	
Respondent 1	1	Respondent 1	2	Respondent 1	4	Respondent 1	3
Respondent 2	2	Respondent 2	3	Respondent 2	2	Respondent 2	1
Respondent 3	4	Respondent 3	1	Respondent 3	3	Respondent 3	2
Respondent 4	3	Respondent 4	4	Respondent 4	1	Respondent 4	4

### 5) Step 3

An average rank will be calculated for each Response for all the evaluators.

Respondent 1	$1+2+4+3=10\div 4=2.5$
Respondent 2	$2+3+2+1=8\div 4=2.0$
Respondent 3	$4+1+3+2=10\div 4=2.5$
Respondent 4	$3+4+1+4=12\div 4=3.0$

### g. **Cost Proposal Evaluation**

Cost proposals will not be evaluated during the evaluation phase. The Agency will review and consider the cost proposals submitted by Respondents who are invited to negotiations during the negotiation phase for reasonableness and cost-effectiveness.

### 3. **Negotiation Process**

- a. The average rankings for each Response will be used to determine which Respondents will be invited to participate in negotiations. The Agency will negotiate with the highest ranking Respondents up to a maximum of three (3). The Agency may review any and all data available to the Agency including but not limited to Agency held data and Vendors' performance based information for use in negotiations.

## ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

- b. The Agency's negotiation team will conduct negotiation strategy sessions pursuant to Section 286.0113, F.S. Negotiation strategy includes determining best value criteria and developing award recommendation(s). During its strategy sessions, the Agency's negotiation team will develop a recommendation as to the award that will provide the best value (as defined in Section 287.012(4), F.S.) to the State.
- c. The scores from the evaluation process shall be used to determine the Respondents with whom the negotiation team will negotiate. The negotiation team shall not be bound by those scores in determining best value.

#### 4. Number of Awards

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

#### 5. Posting of Notice of Intent to Award

Tabulation of Results, with the recommended Contract award, will be posted and will be available for review by interested parties at the time and location specified in **Section A.1.**, Instructions, **Sub-Section A.** Overview, **Item 6.**, Solicitation Timeline, and will remain posted for a period of seventy-two (72) hours, not including weekends or State observed holidays. Any responding Vendor desiring to protest the recommended Contract award must file a notice of protest to the Issuing Officer identified in **Section A.1.**, Instructions, **Sub-Section A.** Overview, **Item 5.**, Issuing Officer, and any formal protest with the Agency for Health Care Administration, Agency Clerk, 2727 Mahan Drive, Mail Stop 3, Building 3, Room 3407C, Tallahassee, Florida 32308, within the time prescribed in Section 120.57(3) F.S. and Rule 28-110, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.

#### 6. Performance Bond

- a. A performance bond in the amount of **\$500,000.00** shall be furnished to the Agency by the successful Vendor. The bond must be furnished to the Issuing Officer identified in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 5.**, Issuing Officer, within thirty (30) calendar days after execution of the resulting Contract and prior to commencement of any work under the resulting Contract. Thereafter, the bond shall be furnished on an annual basis, thirty (30) calendar days prior to the new Contract year and be in the amount of **\$500,000.00**. A copy of all performance bonds shall be submitted to the Agency's Contract Manager. The performance bond must not contain any provisions that shorten the time for bringing an action to a time less than that



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provided by the applicable Florida Statute of Limitations. See Section 95.03, F.S.

- b.** No payments will be made to the successful Vendor until an acceptable performance bond is furnished to the Agency. The performance bond shall remain in effect for the full term of the resulting Contract, including any renewal period. The Agency shall be named as the beneficiary of the successful Vendor's bond. The bond shall provide that the insurer or bonding company(s) pay losses suffered by the Agency directly to the Agency.
- c.** The cost of the performance bond will be borne by the successful Vendor.
- d.** Should the successful Vendor terminate the resulting Contract prior to the end of the resulting Contract period, an assessment against the bond will be made by the Agency to cover the costs of issuing a new solicitation and selecting a new Vendor. The successful Vendor agrees that the Agency's damages in the event of termination by the successful Vendor shall be considered to be for the full amount of the bond. The Agency need not prove the damage amount in exercising its right of recourse against the bond.

### **7. Insurance**

- a.** To the extent required by law, the successful Vendor shall be self-insured against, or shall secure and maintain during the life of the resulting Contract, Worker's Compensation Insurance for all its employees connected with the work of the resulting Contract and, in case any work is subcontracted, the successful Vendor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting Contract are covered by the successful Vendor's self-insurance program. Such self-insurance or insurance coverage shall comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the successful Vendor under the resulting Contract and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the successful Vendor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Agency, for the protection of its employees not otherwise protected.
- b.** The successful Vendor shall secure and maintain Commercial General Liability insurance including bodily injury, property damage, personal and advertising injury and products and completed operations. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under the resulting Contract, whether such services and/or operations are by the successful Vendor or anyone directly,

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or indirectly employed by it. Such insurance shall include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of the resulting Contract and hold the State of Florida harmless from subrogation. The successful Vendor shall set the limits of liability necessary to provide reasonable financial protections to the successful Vendor and the State of Florida under the resulting Contract.

- c. All insurance policies shall be with insurers licensed or eligible to transact business in the State of Florida. The successful Vendor's current insurance policy(ies) shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days written notice. The successful Vendor shall provide thirty (30) calendar days written notice of cancellation to the Agency's Contract Manager.
- d. **The successful Vendor shall submit insurance certificates evidencing such insurance coverage prior to execution of a contract with the Agency.**

### **8. Federal Approval**

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

### **9. MyFloridaMarketPlace Vendor Registration and Transaction Fee**

#### **a. MyFloridaMarketPlace Vendor Registration**

Each Vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.030, F.A.C., unless exempt under Rule 60A-1.030(3), F.A.C.

#### **b. MyFloridaMarketPlace Transaction Fee**

The Contract resulting from this solicitation has been exempted by the Florida Department of Management Services from paying the transaction fee per Rule 60A-1.032(2)(a and b), F.A.C.

### **10. Florida Department of State**

The successful Vendor shall be registered with the Florida Department of State as an entity authorized to transact business in the State of Florida by the effective date of the resulting Contract.

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## INSTRUCTIONS AND SPECIAL CONDITIONS

### 11. Contract Execution

- a. Please see **Exhibit A-8**, Standard Contract, for Standard Contract; Business Associate Agreement; Certification Regarding Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreements; Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts; and Vendor Certification Regarding Scrutinized Companies Lists which will be required submissions at the time of resulting contract execution.
- b. A copy of the proposed Standard Contract containing all requirements is included as **Exhibit A-8**, Standard Contract. The prospective Vendor should closely review the requirements contained in the proposed Standard Contract. Modifications proposed by the prospective Vendor will not be considered. This solicitation, including all its addenda, the Agency's written response to written inquiries, and the successful Vendor's Response shall be incorporated by reference in the final Contract document.
- c. The successful Vendor shall perform its contracted duties in accordance with the resulting Contract, this solicitation, including all addenda and the successful Vendor's Response to this solicitation. In the event of conflict among resulting contract documents, any identified inconsistency in the resulting Contract shall be resolved by giving precedence in the following order:
  - 1) The resulting Contract, including all attachments, exhibits and any subsequent amendments;
  - 2) This solicitation, including all addenda; and
  - 3) The successful Vendor's Response to this solicitation, including information provided through negotiations.

### 12. Lobbying Disclosure

- a. The successful Vendor shall comply with applicable Federal requirements for the disclosure of information regarding lobbying activities of the successful Vendor, subcontractors or any authorized agent. Certification forms shall be filed by the successful Vendor and all subcontractors, certifying that no Federal funds have been or shall be used in Federal lobbying activities, and the disclosure forms shall be used by the successful Vendor and all subcontractors to disclose lobbying activities that have been or shall be paid with non-Federal funds. (See **Exhibit A-8**, Standard Contract)

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

- b. The successful Vendor shall comply with the provisions of Section 216.347, F.S., which prohibits the expenditure of contract funds for the purpose of lobbying the Legislature, the judicial branch or a State agency.

### **13. Certification Regarding Debarment and Suspension**

If the Contract to be awarded as a result of this solicitation is funded in part by Federal funds that exceed the **\$25,000.00** requirement, the successful Vendor shall be required to sign a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion as part of the contracting process. (See **Exhibit A-8**, Standard Contract)

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

### **A. Applicable Laws and Regulations**

- 1. The successful Vendor agrees to comply with all applicable Federal and State laws and regulations, including but not limited to:
- 2. Chapter 409, F.S.; Section 403.7065, F.S.; Rule 62-730.160, F.A.C. pertaining to standards applicable to generators of hazardous waste; all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 United States Code (U.S.C.) 7401 et seq.; Title VI of the Civil Rights Act of 1964, as amended; 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et. seq., which prohibits discrimination on the basis of age; Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs; the Americans with Disabilities Act of 1990, Public Law 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities; the Medicare-Medicaid Fraud and Abuse Act of 1978; other Federal omnibus budget reconciliation acts; the Balanced Budget Act of 1997; and all regulations, guidelines and standards as are now or may be lawfully adopted under the above statutes.

### **B. Prison Health Rehabilitative Industries and Diversified Enterprises, Inc. (P.R.I.D.E.)**

- 1. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the resulting Contract shall be purchased from the corporation identified under Chapter 946, F.S., if available, in the same manner and under the same procedures set forth in

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

Section 946.515(2) and (4), F.S.; and for purposes of the resulting Contract the person, firm, or other business entity carrying out the provisions of the resulting Contract shall be deemed to be substituted for this Agency insofar as dealings with such corporation are concerned.

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

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

### **C. RESPECT of Florida**

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

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

### **D. Audits/Monitoring**

1. The Agency may conduct, or have conducted, performance and/or compliance reviews, reviews of specific records or other data as determined by the Agency. The Agency may conduct a review of a sample of analyses performed by the successful Vendor to verify the quality of the successful Vendor's analyses. Reasonable notice shall be provided for reviews conducted at the successful Vendor's place of business.
2. Reviews may include, but shall not be limited to, reviews of procedures, computer systems, recipient records, accounting records, and internal

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quality control reviews. The successful Vendor shall work with any reviewing entity selected by the Agency.

3. During the resulting Contract period, these records shall be available at the successful Vendor's office at all reasonable times. After the resulting Contract period and for ten (10) years following, the records shall be available at the successful Vendor's chosen location subject to the approval of the Agency. If the records need to be sent to the Agency, the successful Vendor shall bear the expense of delivery. Prior approval of the disposition of the successful Vendor and subcontractor records must be requested and approved by the Agency. This obligation survives termination of the resulting Contract.
4. The successful Vendor shall comply with all applicable Federal requirements pertaining to procurement, including but not limited to Chapter 2 of the CFR and any other final or interim rules with respect to audit requirements of Federal contracts administered through State and local public agencies.

### **E. Inspection of Records and Work Performed**

1. The Agency and its authorized representatives shall, at all reasonable times, have the right to enter the successful Vendor's premises, or other places where duties under the resulting Contract are performed. All inspections and evaluations shall be performed in such a manner as not to unduly delay work.
2. The successful Vendor shall retain all financial records, medical records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under the resulting Contract for a period of ten (10) years after termination of the resulting Contract, or if an audit has been initiated and audit findings have not been resolved at the end of ten (10) years, the records shall be retained until resolution of the audit findings.
3. Refusal by the successful Vendor to allow access to all records, documents, papers, letters, other materials or on-site activities related to the resulting Contract performance shall constitute a breach of the resulting Contract.
4. The right of the Agency and its authorized representatives to perform inspections shall continue for as long as the successful Vendor is required to maintain records.
5. The successful Vendor shall be responsible for all storage fees associated with all records maintained under the resulting Contract. The successful Vendor is also responsible for the destruction of all records that meet the retention schedule noted above.

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

6. Failure to retain all records as required may result in cancellation of the resulting Contract. The Agency shall give the successful Vendor advance notice of cancellation pursuant to this provision and shall pay the successful Vendor only those amounts that are earned prior to the date of cancellation in accordance with the terms and conditions of the resulting Contract. Performance by the Agency of any of its obligations under a contract awarded pursuant to this solicitation shall be subject to the successful Vendor's compliance with this provision.
7. In accordance with Section 20.055, F.S., the successful 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.

### **F. Accounting**

1. The successful Vendor shall maintain an accounting system and employ accounting procedures and practices that conform to generally accepted accounting principles and standards. All charges applicable to the resulting Contract shall be readily ascertainable from such records.
2. The successful Vendor is required to submit annual financial audits (or parent organization's annual financial audits with organizational chart) to the Agency within thirty (30) calendar days of receipt.

### **G. Subcontracting**

1. The successful Vendor shall not subcontract, assign, or transfer any work identified under this solicitation or the resulting Contract, with the exception of those subcontractors identified in the prospective Vendor's Response, without prior written consent of the Agency.
2. All subcontracts must comply with applicable State and/or Federal law.
3. The Agency encourages Vendors to partner with subcontractors who can provide best value and the best in class solutions in response to this solicitation. However, the successful Vendor is responsible for all work performed under the Contract resulting from this solicitation. No subcontract that the successful Vendor enters into with respect to performance under the resulting Contract shall in any way relieve the successful Vendor of any responsibility for performance of its duties. The successful Vendor shall assure that all tasks related to the subcontract are performed in accordance with the terms of the resulting Contract. If the Agency determines, at any time, that a subcontract is not in compliance with a resulting Contract requirement, the successful Vendor shall promptly revise the subcontract to bring it into compliance. In addition, the Vendor may be subject to sanctions and/or liquidated damages pursuant to the resulting Contract and Section 409.912(6), F.S. (related to sanctions).

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4. All payments to subcontractors will be made by the successful Vendor.
5. Any subcontract changes subsequent to the resulting Contract award, constitutes a change in the approved subcontractor. Changes in subcontracts require approval in writing by the Agency's Contract Manager prior to the effective date of any subcontract.
6. The successful Vendor shall be responsible for monitoring the subcontractor's performance. The results of the monitoring shall be provided to the Agency's Contract Manager, fourteen (14) business days after the end of each month or as specified by the Agency. If the subcontractor's performance does not meet the Agency's performance standard according to the Agency's monitoring report or the successful Vendor's monitoring report, an improvement plan must be submitted to the successful Vendor and the Agency within fourteen (14) business days of the deficient report.
7. The State supports and encourages supplier diversity and the participation of small and minority business enterprises in State contracting, both as Vendors and subcontractors. The Agency supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this solicitation enthusiastically embrace diversity. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Respondents can contact the Office of Supplier Diversity at (850) 487-0915 or online at <http://osd.dms.state.fl.us/> for information on minority Vendors who may be considered for subcontracting opportunities.
8. A minority owned business is defined as any business enterprise owned and operated by the following ethnic groups: African American (Certified Minority Code H or Non-Certified Minority Code N); Hispanic American (Certified Minority Code I or Non-Certified Minority Code O); Asian American (Certified Minority Code J or Non-Certified Minority Code P); Native American (Certified Minority Code K or Non-Certified Minority Code Q); or American Woman (Certified Minority Code M or Non-Certified Minority Code R).

### **H. HIPAA Compliance**

1. The successful 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.
2. The successful 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



# **ATTACHMENT A**

## **INSTRUCTIONS AND SPECIAL CONDITIONS**

Federal Information Processing Standards (FIPS), and/or the National Institute of Standards and Technology (NIST) publications regarding cryptographic standards.

### **I. Confidentiality of Information**

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

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

### **J. Employment**

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

### **K. Work Authorization Program**

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

### **L. Equal Employment Opportunity (EEO) Compliance**

The successful Vendor awarded a contract pursuant to this solicitation shall not discriminate in its employment practices with respect to race, color, religion, age, sex, marital status, political affiliation, national origin, or handicap.

### **M. Discrimination**

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

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### **N. Patents, Royalties, Copyrights, Right to Data and Sponsorship Statement**

1. The successful Vendor, without exception, shall indemnify and hold harmless the Agency and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unattended invention, process, or article manufactured or supplied by the successful Vendor. The successful Vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the successful Vendor or is based solely and exclusively upon the Agency's alteration of the article.
2. The Agency will provide prompt written notification of a claim of copyright or patent infringement and shall afford the successful Vendor full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending, the successful Vendor may, at its option and expense procure for the Agency the right to continue the use of, replace or modify the article to render it non-infringing (if none of the alternatives is reasonably available, the Agency agrees to return the article on request to the successful Vendor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction).
3. If the successful Vendor brings to the performance of the resulting Contract a pre-existing patent, patent-pending and/or copyright, the successful Vendor shall retain all rights and entitlements to that pre-existing patent, patent-pending and/or copyright, unless this solicitation and the resulting Contract provide otherwise.
4. If the successful Vendor uses any design, device, or materials covered by letter, patent, or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. Prior to the initiation of services under the resulting Contract, the successful Vendor shall disclose, in writing, all intellectual properties relevant to the performance of the resulting Contract which the successful Vendor knows, or should know, could give rise to a patent or copyright. The successful Vendor shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Agency will then have the right to all patents and copyrights which arise as a result of performance under the resulting Contract as provided in this Sub-Section.
5. If any discovery or invention arises or is developed in the course of, or as a result of, work or services performed under the resulting Contract, or in any way connected herewith, the successful Vendor shall refer the discovery or invention to the Agency for a determination whether patent protection will be sought in the name of the State of Florida. Any and all

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

patent rights accruing under or in connection with the performance of the resulting Contract are hereby reserved to the State of Florida. All materials to which the Agency is to have patent rights or copyrights shall be marked and dated by the successful Vendor in such a manner as to preserve and protect the legal rights of the Agency.

6. Where activities supported by the Contract resulting from this solicitation produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Agency has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Agency to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, shall vest in the State of Florida, Department of State for the exclusive use and benefit of the State. Pursuant to Section 286.021, F.S., no person, firm, corporation, including parties to the resulting Contract shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida Department of State.
7. The Agency will have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the successful Vendor under any contract resulting from this solicitation.
8. Pursuant to Section 286.25, F.S., all non-governmental Vendors must assure that all notices, information pamphlets, press releases, advertisements, descriptions of the sponsorship of the program, research reports, and similar public notices prepared and released by the successful Vendor shall include the Statement: "Sponsored by (name of successful Vendor) and the State of Florida, Agency for Health Care Administration." If the sponsorship reference is in written material, the words, "State of Florida, Agency for Health Care Administration" shall appear in the same size letters or type as the name of the organization.
9. All rights and title to works for hire under the resulting Contract, whether patentable or copyrightable or not, shall belong to the Agency and shall be subject to the terms and conditions of this solicitation and the resulting Contract.
10. The computer programs, data, materials and other information furnished by the Agency to the successful Vendor hereunder shall be and remain the sole and exclusive property of the Agency, free from any claim or right of retention by or on behalf of the successful Vendor. The services and products listed in this solicitation and the resulting Contract shall become the property of the Agency upon the successful Vendor's performance and delivery thereof. The successful Vendor hereby acknowledges that said computer programs, materials and other information provided by the Agency to the successful Vendor hereunder, together with the products

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

delivered and services performed by the successful Vendor hereunder, shall be and remain confidential and proprietary in nature to the extent provided by Chapter 119, F.S., and that the successful Vendor shall not disclose, publish or use same for any purpose other than the purposes provided in this solicitation and the resulting Contract; however, upon the successful Vendor first demonstrating to the Agency's satisfaction that such information, in part or in whole, (1) was already known to the successful Vendor prior to its receipt from the Agency; (2) became known to the successful Vendor from a source other than the Agency; or (3) has been disclosed by the Agency to third parties without restriction, the successful Vendor shall be free to use and disclose same without restriction. Upon completion of the successful Vendor's performance or otherwise cancellation or termination of the resulting Contract, the successful Vendor shall surrender and deliver to the Agency, freely and voluntarily, all of the above-described information remaining in the successful Vendor's possession.

11. The successful Vendor warrants that all materials produced hereunder shall be of original development by the successful Vendor and shall be specifically developed for the fulfillment of this solicitation and the resulting Contract and shall not knowingly infringe upon or violate any patent, copyright, trade secret or other property right of any third party, and the successful Vendor shall indemnify and hold the Agency harmless from and against any loss, cost, liability or expense arising out of any breach or claimed breach of this warranty.
12. The terms and conditions specified in this Sub-Section shall also apply to any subcontract made under the resulting Contract. The successful Vendor shall be responsible for informing the subcontractor of the provisions of this Sub-Section and obtaining disclosures.

### **O. System Functionality**

1. The successful Vendor shall have the capacity (hardware, software, and personnel) sufficient to access and generate all data and reports needed for the Contract resulting from this solicitation.
2. The successful Vendor shall comply with HIPAA and the HITECH Act.
3. The successful Vendor shall have protocols and internal procedures for ensuring system security and the confidentiality of recipient identifiable data.

### **P. Information Technology**

1. The successful Vendor shall have the necessary information technology (IT) resources needed to fully manage the product required in this solicitation, and resulting Contract.

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2. Agency Contract Managers shall be responsible for submitting and managing the successful Vendor's staff requests or needs for access connectivity to the Agency's data communications network, and the relevant information systems attached to this network, in accordance with all applicable Agency policies, standards and guidelines. The successful 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.
  
3. Successful 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 Vendor shall also be required to sign an Acceptable Use Acknowledgement Form and submit the completed form to the Agency's Information Security Manager. The requirements described in this Item must be completed before access to the Agency's network is provided.
  
4. **Below is the Agency's current environment:**
  - HIPAA and CJIS (Criminal Justice Information System) compliance;
  - Microsoft office;
  - SQL (Structured Query Language) server;
  - Microsoft Azure and Office 365;
  - SFTP (Secure File Transfer Protocol);
  - WEB Services;
  - MVC (Model View Controller);
  - C#;
  - TFS (Team Foundation Server);
  - WEB Applications;
  - Laserfiche;
  - SharePoint;
  - SSL (Secure Sockets Layer) and TLS (Transport Layer Security);
  - Mobile devices; and
  - SSRS (SQL Server Report Services) and Tableau.
  
5. The successful 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 successful Vendor is allowed any access to the Agency's IT resources, provide immediate notice to the ISM, of any allegation or suspected violation of security procedures of the Agency. Except as required by law and after notice to the Agency, the successful Vendor shall not divulge to third parties any confidential information obtained by the successful Vendor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing resulting Contract work according to applicable rules, including, but not limited to, Rule 74-2, F.A.C., and its successor

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regulation, security procedures, business operations information, or commercial proprietary information in the possession of the State or the Agency. After the conclusion of the resulting Contract unless otherwise provided herein, the successful Vendor shall not be required to keep confidential information that is publicly available through no fault of the successful Vendor, material that the successful Vendor developed independently without relying on the State's confidential information, or information that is otherwise obtainable under State law as a public record.

6. In the event of loss of any State Data or record where such loss is due to the negligence of the successful Vendor or any of its subcontractors or agents, the successful Vendor shall be responsible for recreating such lost data in the manner and on the schedule set by the Agency at the successful Vendor's sole expense, in addition to any other damages the Agency may be entitled to by law or the resulting Contract. In the event lost or damaged data is suspected, the successful Vendor will perform due diligence and report findings to the Agency and perform efforts to recover the data. If it is unrecoverable, the successful 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 successful 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 successful Vendor. If State Data will reside in the successful Vendor's system, the Agency may conduct, or request the successful Vendor conduct at the successful Vendor's expense, an annual network penetration test or security audit of the successful Vendor's system(s) on which State Data resides. State-owned Data will be processed and stored in data centers that are located only in the forty-eight (48) contiguous United States. All successful Vendor personnel who will have access to State-owned Data will undergo the background checks and screenings described in this solicitation.
7. The successful 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](#).
8. The successful Vendor must employ traffic and network monitoring software and tools on a continuous basis to provide methods to flag recipient data to exclude protected health Information (PHI) from data exchanges as approved by the State, and to comply with recipient rights under the HIPAA privacy law for: 1) Requests for restriction of the uses and disclosures on PHI (45 CFR 164.522(a)); 2) Requests for confidential communications (45 CFR 164.522(b)); and 3) Requests for amendment of PHI (45 CFR 164.526). The successful 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

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between the BAA and the provisions of this Sub-Section, the BAA shall control. (See **Exhibit A-8**, Standard Contract).

9. The successful 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.
10. In order to enable the Agency to effectively measure and mitigate the successful Vendor's security risks, the successful Vendor must annually obtain a security rating score from a vendor information security rating service which is approved by the Agency (for example: BitSight Technologies, Security Scorecard, CORL Technologies or other comparable company which rates vendor information security.) If the successful Vendor does not maintain a top tier security rating score, the Agency will impose liquidated damage(s) and/or other applicable sanction(s).

### **Q. Background Screening**

1. The successful Vendor shall ensure that all successful Vendor employees including managing employees that have direct access to personally identifiable information (PII), PHI, or financial information have a County, State, and Federal criminal background screening comparable to a level 2 background screening as described in Section 435.04, F.S., completed with results prior to employment.
2. Per Section 435.04(1)(a), F.S., level 2 screening standards include, but need not be limited to, fingerprinting for statewide criminal history records checks through the Department of Law Enforcement, and national criminal history records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
3. If the successful Vendor employee or managing employee was employed prior to the execution of the resulting Contract, the successful Vendor shall ensure that the County, State, and Federal criminal background screening comparable to a level 2 background screening is completed with results prior to the employee accessing any PII, PHI, or financial information.
4. Any successful Vendor employee or managing employee with background results that are unacceptable to the State as described in Section 435.04, F.S., or related to the criminal use of PII as described in Section 817, F.S., or has been subject to criminal penalties for the misuse of PHI under 42 U.S.C. 1320d-5, or has been subject to criminal penalties for the offenses described in Section 812.0195, F.S., Section 815, F.S., Section 815.04,



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F.S., or Section 815.06, F.S., shall be denied employment or be immediately dismissed from performing services under the resulting Contract by the successful Vendor unless an exemption is granted.

5. Direct access is defined as having, or expected to have, duties that involve access to PII, PHI, or financial information by any means including, but not limited to, network shared drives, email, telephone, mail, computer systems, and electronic or printed reports.
6. The successful Vendor shall ensure that all successful Vendor employees including managing employees that have direct access to any PII, PHI or financial information have a County, State, and Federal criminal background screening comparable to a level 2 background screening completed with results every five (5) years.
7. The successful Vendor shall develop and submit policies and procedures related to this criminal background screening requirement to the Agency for review and approval within thirty (30) calendar days of the resulting Contract execution. The successful Vendor's policies and procedures shall include a procedure to grant an exemption from disqualification for disqualifying offenses revealed by the background screening, as described in Section 435.07, F.S.
8. The successful Vendor shall keep a record of all background screening records to be available for Agency review upon request.
9. Failure to comply with background screening requirements shall subject the successful Vendor to liquidated damages as described in **Section A.2.**, Special Terms and Conditions, **Sub-Section X.**, Performance Standards and Liquidated Damages, **Table 6**, Performance Standards and Liquidated Damages.

### **R. Monitoring by Vendor**

1. The successful Vendor shall ensure that each of its employees or subcontractors who performs activities related to the services associated with the Contract resulting from this solicitation, will report to the Agency any health care facility that is the subject of these services that may have violated the law. To report concerns pertaining to a health care facility, the successful Vendor employee or subcontractor may contact the Agency Complaint Hotline by calling 1-888-419-3456 or by completing the online complaint form found at <https://apps.ahca.myflorida.com/hcfc>.
2. The successful Vendor shall ensure that each of its employees or subcontractors who performs activities related to the services associated with the Contract resulting from this solicitation, will report to the Agency areas of concern relative to the operation of any entity covered by the resulting Contract. To report concerns, the successful Vendor employee or subcontractor may contact the Agency Complaint Hotline by calling 1-

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877-254-1055 or by completing the online complaint form found at [https://apps.ahca.myflorida.com/smmc\\_cirts/](https://apps.ahca.myflorida.com/smmc_cirts/).

3. Reports which represent individuals receiving services are at risk for, or have suffered serious harm, impairment, or death shall be reported to the Agency immediately and no later than twenty-four (24) clock hours after the observation is made. Reports that reflect noncompliance that does not rise to the level of concern noted above shall be reported to the Agency within ten (10) calendar days of the observation.

### **S. Public Records Requests**

The successful 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 successful 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 successful 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 successful 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 successful 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 successful Vendor does not transfer the records to the Agency;
5. The successful Vendor shall not collect an individual's social security number unless the successful Vendor has stated in writing the purpose for its collection. The successful 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 successful Vendor shall meet all requirements for retaining public records and transfer, at no cost, to the Agency all public records in possession of the successful 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;

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7. If the successful 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 SUCCESSFUL VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE RESULTING CONTRACT, CONTACT THE AGENCY CUSTODIAN OF PUBLIC RECORDS FOR THE RESULTING CONTRACT. THE AGENCY CUSTODIAN OF PUBLIC RECORDS FOR THE RESULTING CONTRACT WILL BE THE CONTRACT MANAGER.**

### **T. Communications**

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

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successful Vendor's sole burden to ensure full compliance with applicable Communication Privacy Laws in all aspects of the successful Vendor's performance of the resulting Contract. Violation of this term may result in sanctions to include termination of the resulting Contract and/or liquidated damages.

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

### **U. Smartphone Applications**

If the successful Vendor uses smartphone applications (apps) to allow providers direct access to Agency-approved documents and/or content, the successful Vendor shall comply with the following. The Vendor shall receive written approval from the Agency Division of IT before implementation of a smartphone application:

1. The smartphone application shall disclaim that the application being used is not private and that no PHI or PII should be published on this application by the successful Vendor or provider; and
2. The successful Vendor shall ensure that software applications obtained, purchased, leased, or developed are based on secure coding guidelines; for example:
  - a. OWASP [Open Web Application Security Project] Secure Coding Principles –  
[http://www.owasp.org/index.php/Secure\\_Coding\\_Principles](http://www.owasp.org/index.php/Secure_Coding_Principles);
  - b. CERT Security Coding - <http://www.cert.org/secure-coding/>; and
  - c. Top10SecuritycodingPractices –  
<https://www.securecoding.cert.org/confluence/display/seccode/Top+10+Secure+Coding+Practices>

### **V. Social Networking**

The successful Vendor shall adhere to the following requirements for policy development, permitted uses of applications and acceptable content for social networking applications/tools in performance of the Contract services resulting from this solicitation. These requirements shall apply to all interactions/communications by the successful Vendor or its subcontractors with enrollees, providers and website requirements, when conducted through social networking applications.

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### 1. General Requirements

- a. The successful Vendor shall establish a Social Networking Administrator, who can hold another position, but is ultimately responsible for the successful Vendor policy development, implementation and oversight of all social networking activities.
- b. The successful Vendor shall develop and maintain written social networking policies and procedures and a social networking monitoring plan in accordance with the Contract resulting from this solicitation. The policies and procedures shall include a statement of purpose/general information stating how the successful Vendor uses social networking; for example, customer service, community outreach or notifications to enrollees and/or providers. The Social Networking Monitoring plan shall be developed in accordance with **Section A.2.**, Special Terms and Conditions, **Sub-Section V.**, Social Networking, **Item 5.**, Monitoring.
  - 1) The successful Vendor shall submit these policies, procedures and monitoring plan, including the intended uses and all initial social networking site static, distributed or broadcast content to the Agency Contract Manager for approval by the Agency Division of IT sixty (60) calendar days prior to the launch of any new social networking application.
    - a) Changes in social networking usage and/or content must be submitted to the Agency for approval sixty (60) calendar days prior to the effective date of the change.
    - b) The successful Vendor shall evaluate and submit these policies, procedures and monitoring plan, including social networking site content to the Agency Contract Manager for approval by the Agency Division of IT on an annual basis, each September 30th. However, if the policies, procedures or monitoring plan have been approved by the Agency within six (6) months prior to the annual evaluation/submission above, and are unchanged from the previous Contract year, the successful Vendor shall submit an attestation to the Agency that the prior year's social networking policies, procedures and monitoring plan are still in place.
  - 2) The policies and procedures shall include the requirement that, when using social networking applications, the safeguarding of PHI and all HIPAA Privacy Rule related

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

information must be maintained and monitored. The successful Vendor shall ensure that social networking records are maintained in accordance with the Contract resulting from this solicitation, for the purposes of monitoring this requirement.

- 3)** The social networking policies and procedures shall identify management resources, internal teams, external management resources (subcontractors) and human resources needed or used to monitor usage, analyze information trends and prepare responses for the public or private individuals/organizations.
  - 4)** The social networking policies and procedures shall specify record retention requirements in accordance with the Contract resulting from this solicitation, and include those records kept of each update and who is responsible for the update as it occurs, interactions/communications or messages posted, with identifying handle or representative code in order to specify which successful Vendor employee has issued the interaction/communication.
- c.** The successful Vendor shall develop and maintain a social networking matrix that identifies staff, subcontractors and volunteers participating in social networking activities on behalf of the successful Vendor. The successful Vendor shall provide the Agency with unrestricted access to this matrix upon request. This matrix shall be updated within one (1) business day of any change and include the following information for each person:
- 1)** The social networking application/tools name; for example, MySpace, Twitter, Facebook, Nixle.com, etc.;
  - 2)** First and last name of the individual;
  - 3)** Username (if applicable);
  - 4)** Email address;
  - 5)** Password; and
  - 6)** Description of the social networking role, responsibility usage and control.
- d.** The successful Vendor shall provide to its staff, subcontractors and volunteers instruction and training on the Contract resulting from this solicitation and the successful Vendor's social networking policies and procedures as outlined in this Sub-Section, before using social networking applications/tools on behalf of the successful Vendor.

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- e. The successful Vendor shall ensure that, for each social networking application (site) used, there is at least one (1) backup staff/administrator with knowledge of the login credentials.
- f. The successful Vendor shall ensure that social networking application/tools passwords shall be changed immediately when the successful Vendor's staff, subcontractors and volunteers, with knowledge of passwords/credentials, are no longer employed by the successful Vendor or is no longer responsible for social network applications.
- g. The successful Vendor is vicariously liable for any social networking violations of its employees, agents, volunteers, vendors or subcontractors.
  - 1) In addition to all other liquidated damages and/or sanctions available in the Contract resulting from this solicitation, any violations of this Sub-Section shall subject the successful Vendor to administrative action by the Agency as determined by the Agency.
  - 2) The successful Vendor shall report to the Agency any successful Vendor staff who violates any requirements of the social networking policies and procedures of the resulting Contract within fifteen (15) calendar days of knowledge of such violation.
- h. The successful Vendor shall comply with copyright and intellectual property law and shall reference or cite sources appropriately on all social networking sites.
- i. In addition to all other review and monitoring aspects of the Contract resulting from this solicitation, the Agency, at its discretion, reserves the right to monitor or review the successful Vendor's monitoring of all social networking activity without notice.

### **2. Social Networking Applications**

- a. The following social networking applications/tools or media interactions/communications are permitted upon written approval from the Agency Division of IT:
  - 1) Micro-blogging/Presence applications: Twitter, Plurk, Tumblr, Jaiku, Fmylife;
  - 2) Social networking: Bebo, Facebook, LinkedIn, MySpace, Orkut, Skyrock, Hi5, Ning, Elgg;
  - 3) Social Network aggregation: NutshellMail, FriendFeed; and

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4) Events: Upcoming, Eventful, Meetup.com.

b. Unless listed in **Section A.2.**, Special Terms and Conditions, **Sub-Section V., Social Networking, Item 2., Social Networking Applications, Sub-Item a.**, the following social networking sites or media are prohibited. Examples of prohibited social networking sites or media include but are not limited to:

### 1) Collaboration

- a) Wikis: Wikipedia, PBwiki, wetpaint;
- b) Social bookmarking (or social tagging): Delicious, StumbleUpon, Google Reader, CiteULike;
- c) Social news: Digg, Mixx, Reddit, NowPublic; and
- d) Opinion sites: epinions, Yelp.

### 2) Multimedia

- a) Photo sharing: Flickr, Zoomr, Photobucket, SmugMug, Picasa;
- b) Video sharing: YouTube, Vimeo, sevenload;
- c) Livecasting: Ustream.tv, Justin.tv, Stickam; and
- d) Audio and Music sharing: imeem, The Hype Machine, Last.fm, ccMixer.

### 3) Reviews and Opinions

- a) Product Reviews: epinions.com, MouthShut.com; and
- b) Community Q&A: Yahoo! Answers, WikiAnswers, Askville, Google Answers.

### 4) Entertainment

- a) Media and Entertainment Platforms: Cisco Eos;
- b) Virtual worlds: Second Life, The Sims Online, Forterra; and
- c) Game sharing: Miniclip, Kongregate.



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### 5) Other

- a) Information aggregators: Netvibes, Twine (website);
- b) Platform providers: Huzu; and
- c) Blogs: Blogger, LiveJournal, Open Diary, TypePad, WordPress, Vox, Expression Engine.

c. In any invitation, link or information about third party social networking applications or sites presented by the successful Vendor that requires a user to have a membership, the successful Vendor shall clearly advise users of the following:

- 1) That participation will require the user to become a member of the third party host;
- 2) Disclaim the successful Vendor's responsibility for the third party membership;
- 3) That the third party controls the membership, privacy, and data exchanged, and may use information for its own marketing purposes (or sell it;) and
- 4) Disclaim that despite efforts to keep the successful Vendor-provided information timely and accurate, users should be aware that the information available through this social media tool may not be timely, accurate, or complete due to the outside dependency on the social media site. The disclaimer should also mention that the social media tool being used is not private and that no PHI or PII should be published on this social networking application/tool by the successful Vendor or end user.

### 3. User Requirements

- a. The successful Vendor's presence on such social networking sites must include an avatar and/or a username that clearly indicates the successful Vendor that is being represented and cannot use any Agency logo or State of Florida seal. When registering for social networking applications, the successful Vendor shall use its email address. If the application/tool requires a username, the following syntax shall be used: <http://twitter.com/<successful Vendor identifier><username>>.
- b. The successful Vendor shall personalize its interactions/communications to include an identifying handle or representative code in order to specify which successful Vendor employee has issued the interaction/communication. The

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successful Vendor shall keep social networking records in accordance with social networking record retention requirements specified in **Section A.2.**, Special Terms and Conditions, **Sub-Section V.**, Social Networking, **Item 1.**, General Requirements, **Sub-Item b.4).**

- c.** All Social Networking interactions/communications must be initiated by the enrollee or prospective enrollee, or friend/follower, and not the successful Vendor.
- d.** The successful Vendor's social networking interactions/communications with the public must either be general broadcast messages of information availability or responses to inquiry that contain only referral to authoritative resources such as the successful Vendor or appropriate State or Federal agency websites (including emergency public health advisories). The successful Vendor shall not reference, cite, or publish information, views or ideas of any third party without the third party's written consent and only as permitted by the Agency for the purpose of conducting business in accordance with the Contract resulting from this solicitation.
- e.** The successful Vendor may distribute updates, messages and reminders only to registered friends/followers who have chosen to receive these types of interaction/communication whether actively or passively through a subscription initiated by the external user. Any subscription must be initiated by an opt-in approach from a user. Any communication resulting from such a subscription shall include a link/method to opt-out of the subscription.
- f.** The successful Vendor shall not conduct business relating to the Contract resulting from this solicitation, that involves the exchange of personally identifying, confidential or sensitive information on the successful Vendor's social network application.
- g.** The successful Vendor shall place photographs on pages that are hosted on the site and not linked from outside Web pages. The successful 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.
- h.** The successful Vendor shall not place/embed video on its social networking sites.
- i.** The successful Vendor shall not tag photographic or video content and must remove all tags placed by others upon discovery.
- j.** The successful Vendor shall not allow advertising, whether targeted or general, on its social networking sites in areas under the successful Vendor's control.

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- k.** The successful Vendor shall not use affiliate/referral links or banners on its social networking sites. This includes links to other lines of business in which the successful Vendor or a parent company is engaged. The successful Vendor shall ensure the following:
  - 1)** Any site that automatically generates such linkage, recommendation, or endorsement on side bars or pop-ups must contain a message prominently displayed in the area under the successful Vendor's control that such items, resources, and companies are not endorsed by the successful Vendor or the Agency; and
  - 2)** Any external links on any websites controlled by the successful Vendor shall be clearly identified as external links and must pop up a warning dialog when clicked on informing the user that they are leaving the successful Vendor's site.

#### **4. Functionalities**

- a.** The following functionalities are permitted:
  - 1)** Search – Finding information through keyword search;
  - 2)** Links – Guides to other related information; and
  - 3)** Signals – The use of syndication technology such as Rich Site Summary (RSS) to notify users of content changes.
- b.** The following functionalities are prohibited:
  - 1)** Authoring – The ability to create and update content leads to the collaborative work of many rather than just a few Web authors such as in wikis and/or blogs. In wikis, users may extend, undo and redo each other's work. In blogs, posts and the comments of individuals build up over time;
  - 2)** Tags – Categorization of content by users adding one-word descriptions to facilitate searching, without dependence on pre-made categories;
  - 3)** Extensions – Software that makes the Web and application platform as well as a document server; and
  - 4)** Forums – Sites hosted by a company that allow users to create topics (threads) and post comments, questions, etc., that are available for public conversation among all members in the forum.

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### 5. Monitoring

The successful Vendor shall include the following social networking areas in its monitoring:

- a. Social networking matrix of users as specified in **Section A.2.**, Special Terms and Conditions, **Sub-Section V.**, Social Networking, **Item 1.**, General Requirements, **Sub-Item c.**;
- b. Social networking content updates and posting;
- c. Social networking records retention; and
- d. Social networking permitted and prohibited activities and functionalities.

### 6. Social Networking Definitions

**AVATAR** — A small graphic or pseudonym used on a website that identifies the person logging in.

**BLOG (WEB BLOG)** — A type of website, usually maintained by an individual with regular entries of commentary, descriptions of events, or other material such as graphics or video. Entries are commonly displayed in reverse-chronological order.

**BROADCAST** — Video, audio, text, or email messages transmitted through an internet, cellular or wireless network for display on any device.

**FRIENDS/FOLLOWERS** — Persons that choose to interact through online social networks by creating accounts or pages and proactively connecting with others.

**INTERACTIONS** — Conversational exchange of messages.

**PROTECTED HEALTH INFORMATION (PHI)** — For purposes of this solicitation and resulting Contract, protected health information shall have the same meaning and effect as defined in 45 CFR 160 and 164, limited to the information created, received, maintained or transmitted by the successful Vendor from, or on behalf of the Agency.

**SOCIAL NETWORKING APPLICATIONS** — Web-based services that provide a variety of ways for users to interact, such as email, comment posting, image sharing, invitation and instant messaging services.

**STATIC CONTENT** — Copy written by the successful Vendor or taken from an outside authoritative source for Web posting, for any period of time, shall be defined as Static content. Static content does not include individualized emails or status messages.

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**TAGS/TAGGING** — Placing personal identification information within a picture or video. Tags generally are presented as hovering links to additional information about the individual identified.

**USERNAME** — An identifying pseudonym associating the author to messages or content generated.

### **W. Method of Payment**

#### **1. Invoicing**

**a.** Invoices and all supporting documents shall be submitted on the successful Vendor's letterhead to the Agency's designated Contract Manager within fifteen (15) calendar days of completion and Agency approval of Initial Deliverable(s), and within fifteen (15) calendar days after the end of a quarter for work completed in the prior quarter in the performance of approved task orders along with the Quarterly Documentation as described in **Attachment B**, Scope of Services, **Section B.3.**, Services to be Provided by the Vendor, **Subsection E.**, Quarterly Documentation. Invoice(s) shall include, at a minimum:

- 1)** Invoice date;
- 2)** Invoice number;
- 3)** Agency's Contract number;
- 4)** Description of the services rendered;
- 5)** Date(s) on which services were rendered;
- 6)** Payment remittance address; and
- 7)** Other supporting documentation as requested by the Agency.

**b.** The Vendor shall submit timesheets for Vendor key and additional staff to the Agency for review, upon request.

**c.** The successful Vendor shall not charge the State for any travel expenses related to any portion of this solicitation or the resulting Contract without the Agency's prior written approval. Upon obtaining the Agency's written approval, the Vendor shall be authorized to incur travel expenses payable by the Agency to the extent provided by Section 112.061, F.S.

**d.** Payments will be authorized only for services that are in accordance with the terms and conditions of the resulting Contract.

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- e. Appropriate documentation as determined by the Agency shall be submitted to support invoices.
- f. Invoices shall not be approved for payment by the Agency until reports and deliverables from the successful Vendor are received as specified in the resulting Contract.

### **2. Late Invoicing**

- 1. Unless written approval is obtained from the Agency, and at the discretion of the Agency, correct invoices with documentation received forty-six (46) to sixty (60) calendar days after the Agency's acceptance of the deliverable(s) will be paid at ninety percent (90%) of the amount of the invoice. Correct invoices with documentation received sixty-one (61) to ninety (90) calendar days after the Agency's acceptance of the deliverable(s) will be paid at seventy-five percent (75%) of the invoice. Invoices received ninety-one (91) calendar days or more after the Agency's acceptance of the deliverable(s) will **not** be paid.
- 2. If the successful Vendor is unable to meet the invoice submission deadlines specified in the resulting Contract, the successful Vendor shall notify the Agency in writing prior to the deadline explaining the circumstances and requesting an extension to the deadline.

### **X. Performance Standards and Liquidated Damages**

- 1. The successful Vendor shall comply with all requirements and performance standards set forth in the Contract resulting from this solicitation.
- 2. The Agency's Contract Manager will monitor the successful Vendor's performance in accordance with the monitoring requirements of the resulting Contract. Failure by the successful Vendor to meet the established minimum performance standards may result in the Agency, in its sole discretion, finding the successful Vendor to be out of compliance, and all remedies provided in the resulting Contract and under law, shall become available to the Agency.
- 3. If the Agency finds the successful Vendor is in violation of the provisions of the resulting Contract, the Agency, at its discretion, may impose liquidated damages. Liquidated damages may be applied to all required components of the resulting Contract.
- 4. The Agency may impose liquidated damages as identified in the resulting Contract when the successful Vendor has failed to meet a deadline or provide a deliverable as specified in the resulting Contract.
- 5. The Agency may impose up to a one percent (1%) reduction of the total, monthly invoice amount for each incident in which the successful Vendor

## ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

has failed to perform as specified in this solicitation and/or resulting Contract, not to exceed five percent (5%) per month.

6. The Agency may impose upon the successful Vendor liquidated damages of **\$500.00 to \$5,000.00**, per incident, per occurrence, depending upon the severity, if the successful Vendor inappropriately releases PHI. The Agency will impose upon the successful Vendor liquidated damages of **\$500.00 to \$5,000.00**, per incident, per occurrence, depending upon the severity, if the successful Vendor violates provisions of HIPAA/HITECH. In addition, Federal penalties may apply in accordance with the HIPAA Act of 1996.
  
7. The Agency, at its discretion, reserves the right to impose liquidated damages upon the successful Vendor for failure to comply with the performance standards requirements set forth in **Table 6**, Performance Standards and Liquidated Damages, below.

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

# **ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS**

## **Y. Sanctions**

1. In the event the Agency identifies a violation of or other non-compliance with the resulting Contract (to include the failure to meet performance standards), the Agency may sanction the successful Vendor pursuant to Section 409.912(6), F.S. The Agency may impose sanctions in addition to any liquidated damages imposed pursuant to the resulting Contract.
2. For purposes of this Sub-Section, violations involving individual, unrelated acts shall not be considered arising out of the same action.
3. If the Agency imposes monetary sanctions, the successful 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 successful 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 successful 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 successful Vendor within sixty (60) calendar days from the date of a final decision rendered.

## **Z. Dispute of Liquidated Damages/Sanctions/Contract Interpretations**

1. To dispute liquidated damages, sanctions and/or contract interpretations, the Vendor must request that the Agency's Deputy Secretary for Medicaid or designee, hear and decide the dispute.
2. The Vendor must submit, a written dispute directly to the Deputy Secretary 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 successful Vendor submitting such written requests for appeal or dispute as allowed under the resulting Contract by U.S. mail and/or commercial courier service, shall submit such appeal or dispute to the following mailing address:

Deputy Secretary for Medicaid  
Agency for Health Care Administration  
Medicaid Appeals/Disputes, Mail Stop 70  
2727 Mahan Drive  
Tallahassee, FL 32308

3. The successful Vendor waives any dispute not raised within twenty-one (21) calendar days of issuance of liquidated damages, sanctions and/or



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

contract interpretations. It also waives any arguments it fails to raise in writing within twenty-one (21) calendar days of receiving the liquidated damages, sanctions and/or contract interpretations, and waives the right to use any materials, data, and/or information not contained in or accompanying the successful 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).

4. 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 successful Vendor. This written decision will be final.
5. The exclusive venue of any legal or equitable action that arises out of or relating to the resulting 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 successful 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 resulting Contract, the Agency will notice the successful Vendor of the appropriate administrative remedy.

### **AA. Venue**

1. By responding to this solicitation, in the event of any legal challenges to this procurement, Respondents agree and will consent that hearings and depositions for any administrative or other litigation related to this procurement shall be held in Leon County, Florida. The Agency, in its sole discretion, may waive this venue for depositions.
2. Respondents (and their successors, including but not limited to their parent(s), affiliates, subsidiaries, subcontractors, assigns, heirs, administrators, representatives and trustees) acknowledge that this solicitation (including but not limited to the resulting Contract, exhibits, attachments, or amendments) is not a rule nor subject to rulemaking under Chapter 120 (or its successor) of the Florida Statutes and is not subject to challenge as a rule or non-rule policy under any provision of Chapter 120, F.S.
3. The Contract resulting from this solicitation shall be delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of the resulting Contract shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision shall be found ineffective, then to the extent of such prohibition or invalidity, that provision shall be severed without invalidating the remainder of such provision or the remaining provisions of the resulting Contract.

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

4. The exclusive venue and jurisdiction for any action in law or in equity to adjudicate rights or obligations arising pursuant to or out of this procurement or the resulting Contract for which there is no administrative remedy shall be the Second Judicial Circuit Court in and for Leon County, Florida, or, on appeal, the First District Court of Appeal (and, if applicable, the Florida Supreme Court). Any administrative hearings hereon or in connection herewith shall be held in Leon County, Florida.

**5. Attorney's Fees**

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

**6. Legal Action Notification**

The successful 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 successful Vendor by any subcontractor, vendor, or other party that results in litigation related to the Contract resulting from this solicitation for disputes or damages exceeding the amount of **\$50,000.00**. In addition, the successful Vendor shall immediately advise the Agency of the insolvency of a subcontractor or of the filing of a petition in bankruptcy by or against a principal subcontractor.

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

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

**BB. General Definitions**

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

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

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

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

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

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

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

**EDT** - Eastern Daylight Time

**EST** - Eastern Standard Time

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

**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 assistance in accordance with the State plan(s) under Title XIV and Title XIX of the Social Security Act, Title V of the Refugee Education Assistance Act, and/or Title IV of the immigration and Nationality Act.

**STATE** – State of Florida.

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

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

**WORK DAY** – see *Business Day*.

**VENDOR** – the Respondent awarded a contract resulting from this solicitation.

## EXHIBIT A-1 QUESTIONS TEMPLATE INSTRUCTIONS

Instructions for Prospective Vendor Submission of Questions:

Pursuant to **Attachment A**, Instructions and Special Conditions, **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 10.**, Vendor Questions, the prospective Vendor shall utilize **Exhibit A-1**, Questions Template Instructions, when submitting a written inquiry. **Exhibit A-1**, Questions Template Instructions, is an excel document and is available for prospective Vendors to download at the following link: <http://ahca.myflorida.com/Procurements/index.shtml>.

Questions **must** be sent by email in excel format. Questions are to be submitted to the Agency at the following email address: [solicitation.questions@ahca.myflorida.com](mailto:solicitation.questions@ahca.myflorida.com).

Prospective Vendors submitting questions should include the prospective Vendor's name, a contact name, telephone number and email address with its question submission.

See the "sample" entries below; if the question **is not** relative to a particular solicitation Section, indicate "General" under "Solicitation Attachment Identifier".

VENDOR NAME	SOLICITATION ATTACHMENT IDENTIFIER	ATTACHMENT EXHIBIT IDENTIFIER (IF APPLICABLE)	SECTION/SUB-SECTION CITE REFERENCE	PAGE NUMBER	QUESTION
ABC	A	N/A	<b>Section A.1.</b> , Instructions, <b>Sub-Section A.</b> , Overview, <b>Item 10.</b> , Vendor Questions	5	Will the Agency accept vendor questions via email?
ABC	GENERAL	N/A	N/A	N/A	What is the capital of Florida?

**EXHIBIT A-2  
REQUIRED STATEMENTS AND CERTIFICATIONS**

**1) ACCEPTANCE OF SOLICITATION REQUIREMENTS**

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

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

\_\_\_\_\_  
Date

**2) CERTIFICATION REGARDING FUTURE PROCUREMENTS**

I hereby certify that I understand and agree that if awarded a contract resulting from this solicitation, my company including all subcontractors included in the resulting Contract are precluded from competing for contract award for the upcoming Independent Verification & Validation (IV&V) services; Florida Medicaid Enterprise System (MES) Systems Integrator (SI) services; the Florida Medicaid Management Information System (FMMIS) module procurements; the Medicaid Information Technology Architecture (MITA) business-aligned module procurements; and any other Florida related MES procurements in accordance with Federal and State conflict of interest laws.

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

\_\_\_\_\_  
Date

**3) ACCEPTANCE OF THE CONTRACT TERMS AND CONDITIONS**

I hereby certify that should my company be awarded a contract resulting from this solicitation, it will comply with all terms and conditions as specified in this solicitation and in the Agency Standard Contract (**Exhibit A-8**).

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

\_\_\_\_\_  
Date

**4) STATEMENT OF NO INVOLVEMENT**

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

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

\_\_\_\_\_  
Date

**EXHIBIT A-2  
REQUIRED STATEMENTS AND CERTIFICATIONS**

**5) 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, company, 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 prospective Vendor to the provisions of this solicitation.

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

\_\_\_\_\_  
Date

**6) PERFORMANCE OF SERVICES**

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

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

\_\_\_\_\_  
Date

**7) PERFORMANCE OF SERVICES**

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

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

\_\_\_\_\_  
Date

**8) ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION**

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

Please check the applicable paragraph below:

- Has no existing relationship, financial interest or other activity which creates any actual or potential organizational conflicts of interest relating to the award of a contract resulting from this solicitation.
  
- Has included information in its Response to this solicitation detailing the existence of actual or potential organizational conflicts of interest and has provided a "Conflict of Interest Mitigation Plan", as outlined in **Attachment A**, Instructions and Special Conditions, **Section A.1.**, Instructions, **Sub-Section B.**, General Instructions for Response Preparation and Submission, **Item 8.**, Mandatory Response Content, **Sub-Item, d.1)h).**

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

\_\_\_\_\_  
Date

**EXHIBIT A-2  
REQUIRED STATEMENTS AND CERTIFICATIONS**

**9) NAMES OF OPERATION**

I hereby certify the following is a list of all names under which my company has operated during the past five (5) years (January 24, 2012).

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

\_\_\_\_\_  
Date

**10) CERTIFICATION REGARDING TERMINATED CONTRACTS**

I hereby certify that my company (including its subsidiaries and affiliates) has not unilaterally or willfully terminated any previous contract prior to the end of the Contract with a State or the Federal government and has not had a contract terminated by a State or the Federal government for cause, prior to the end of the Contract, within the past five (5) years (January 24, 2012), other than those listed on **Page 4** of this Exhibit.

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

\_\_\_\_\_  
Date

**11) 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 prospective Vendor to be an irresponsible bidder based on any or all of the listed Contracts and therefore may reject the prospective Vendor's response.

**EXHIBIT A-2  
REQUIRED STATEMENTS AND CERTIFICATIONS**

**Prospective Vendor's Name:**

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**Client's Name:**

---

**Term of Terminated Contract:**

---

**Description of Services:**

---

**Brief Summary of Reason(s) for Contract Termination:**

---

  

---

**Prospective Vendor's Name:**

---

**Client's Name:**

---

**Term of Terminated Contract:**

---

**Description of Services:**

---

**Brief Summary of Reason(s) for Contract Termination:**

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**EXHIBIT A-2  
REQUIRED STATEMENTS AND CERTIFICATIONS**

\_\_\_\_\_  
Prospective Vendor's Name

\_\_\_\_\_  
Name and Title of Authorized Official

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

\_\_\_\_\_  
Date

**THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO EXHIBIT A-2, REQUIRED STATEMENTS AND CERTIFICATIONS, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. FAILURE TO SUBMIT EXHIBIT A-2, REQUIRED STATEMENTS AND CERTIFICATIONS, SIGNED BY AN AUTHORIZED OFFICIAL, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. EXHIBIT A-2, REQUIRED STATEMENTS AND CERTIFICATIONS, IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT:  
[HTTP://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SHTML](http://ahca.myflorida.com/procurements/index.shtml).**

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**EXHIBIT A-3  
VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: \_\_\_\_\_  
Vendor FEIN: \_\_\_\_\_  
Vendor's Authorized Representative Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over **\$1,000,000.00**, 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 the 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 the 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: \_\_\_\_\_

**THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO EXHIBIT A-3, VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. FAILURE TO SUBMIT EXHIBIT A-3, VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS, SIGNED BY AN AUTHORIZED OFFICIAL, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. EXHIBIT A-3, VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS, IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT:**

**[HTTP://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SHTML](http://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SHTML)**

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

### **INSTRUCTIONS TO RESPONDENTS FOR THE COMPLETION OF EXHIBIT A-4:**

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

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

Each SRC contains form fields. Population of the form fields with text will allow the form field to expand and cross pages up to the maximum character allowance.

Respondents shall name and label attachments to refer back to the number identifier for the respective SRC, as outlined in this **Exhibit A-4**. Attachments must be included behind the respective SRC response.

Agency evaluators will be instructed to evaluate the Responses based on the narrative contained in this **Exhibit A-4**. Agency evaluators will not consider supplemental Response narrative which is not contained within the Response Sections as described herein.

**THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO EXHIBIT A-4, SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE), WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. FAILURE TO SUBMIT EXHIBIT A-4, SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE), WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. EXHIBIT A-4, SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE), IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT:**  
**[HTTP://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SHTML](http://ahca.myflorida.com/procurements/index.shtml)**

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

Prospective Vendor's Name:

**Category 1: Table of Contents**

**SRC#1**      The Respondent shall include a Table of Contents in its Response. The Table of Contents shall contain Section headings and subheadings along with corresponding page numbers. *(No points will be awarded for the Table of Contents.)*

**Category 2: Executive Summary**

**SRC#2**      The Respondent shall include an executive summary that demonstrates the Respondent's overall understanding of the Scope of Services and describes the salient features of the Respondent's Technical Proposal. *(No points will be awarded for the Executive Summary.)*

Response:

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

**Category 3: Corporate Background and Experience**

**SRC#3A Organizational and Structure History**

**The Respondent shall describe its organizational structure and history. For Responses including a subcontractor, the same descriptions of organizational structure and history shall be provided. The description shall include, but not be limited to, the following (*No points will be awarded for Organizational Structure and History.*):**

- a.** A detailed description of the Respondent's organizational structure, legal structure, ownership, affiliations, and location(s);
- b.** A copy of the Respondent's corporate organizational chart and a depiction of where this Project falls within the organizational structure; and
- c.** Background information of the corporation, its size, and resources that shall include the following:
  - 1)** Name of Respondent and any subcontractor;
  - 2)** Date established;
  - 3)** Ownership (public company, partnership, subsidiary, etc.);
  - 4)** Corporation's Federal Employer's Identification Number (FEIN) and Florida Corporate Charter Number;
  - 5)** Corporation's primary line of business;
  - 6)** Total number of employees; and
  - 7)** Number of personnel engaged in the strategic, technical advisory and programmatic services described in this solicitation.

Response:

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

**SRC#3B Experience**

**The Respondent shall demonstrate its capability to successfully meet the requirements of this solicitation and the resulting Contract by describing its experience in providing services similar to the services described in this solicitation. For Responses that include a subcontractor, the same descriptions of experience and qualifications shall be provided. Details of corporate experience (including subcontractors' capabilities) shall include all contracts related to the scope of services in this solicitation within the last five (5) years (January 24, 2012) and shall cover:**

- a.** Experience with strategic advisory services including, but not limited to, experience with developing enterprise governance structures, strategic planning training, strategic planning, strategic project portfolio management, and strategic funding. Preference is given for strategic advisory services related to information technology, and/or health care systems;
- b.** Experience with technical advisory services including, but not limited to, experience with developing information and technical architecture documentation, developing data and technical management strategies, developing data and technical standards, developing system requirements, design, development, integration, test, and implementation standards, and providing data security management;
- c.** Experience with information technology solutions including, but not limited to, Enterprise Data Warehouse (EDW), Enterprise Service Bus (ESB), commercial off-the-shelf (COTS) technologies, cloud platforms, Software as a Service (SaaS), Service Oriented Architecture (SOA), and open application programming interfaces (APIs);
- d.** Experience with programmatic services including, but not limited to, project and program management, business requirements development, user acceptance testing management, procurement development and support, project portfolio funding management, and communications management. Preference is given for programmatic services experience related to information technology, and/or health care systems; and
- e.** Experience with Medicaid Information Technology Architecture (MITA), MITA State Self-Assessments and updates, and Medicaid Enterprise Certification Management.

Response:

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

*SRC#3B Evaluation Criteria:*

- 1. The adequacy of the Respondent's experience with strategic advisory services including, but not limited to, experience with developing enterprise governance structures, strategic planning training, strategic planning, strategic project portfolio management, strategic funding, and strategic advisory services related to information technology and/or health care systems.*
- 2. The adequacy of the Respondent's experience with technical advisory services including, but not limited to, experience with developing information and technical architecture documentation, developing data and technical management strategies, developing data and technical standards, developing system requirements, design, development, integration, test, and implementation standards, and providing data security management.*
- 3. The adequacy of the Respondent's experience with information technology solutions including, but not limited to, Enterprise Data Warehouse (EDW), Enterprise Service Bus (ESB), commercial off-the-shelf (COTS) technologies, cloud platforms, Software as a Service (SaaS), Service Oriented Architecture (SOA), and open application programming interfaces (APIs).*
- 4. The adequacy of the Respondent's experience with programmatic services including, but not limited to, project and program management, business requirements development, user acceptance testing management, procurement development and support, project portfolio funding management, communications management, and programmatic services experience related to information technology, and/or health care systems.*
- 5. The adequacy of the Respondent's experience with Medicaid Information Technology Architecture (MITA), MITA State Self-Assessments and updates, and Medicaid Enterprise Certification Management.*

**Score:** *This Section is worth a maximum of 25 raw points with each of the above components being worth a maximum of 5 points each.*

*For Item 1:*

- (a) 5 points if experience with developing enterprise governance structures, strategic planning training, strategic planning, strategic project portfolio management, strategic funding, and strategic advisory services related to information technology, and/or health care systems.*
- (b) 4 points if experience with developing enterprise governance structures, strategic planning training, strategic planning, strategic project portfolio management and strategic funding.*
- (c) 3 points if experience with four (4) of the five (5) criteria relating to developing enterprise governance structures, strategic planning training, strategic planning, strategic project portfolio management, and strategic funding.*
- (d) 2 points if experience with three (3) of the five (5) criteria relating to developing enterprise governance structures, strategic planning training, strategic planning, strategic project portfolio management, and strategic funding.*

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

- (e) 1 point if experience with one (1) to two (2) of the five (5) criteria relating to developing enterprise governance structures, strategic planning training, strategic planning, strategic project portfolio management, and strategic funding.*
- (f) 0 points if no experience.*

*For Item 4:*

- (a) 5 points if experience with project and program management, business requirements development, user acceptance testing management, procurement development and support, project portfolio funding management, communications management and information technology, and/or health care systems.*
- (b) 4 points if experience with project and program management, business requirements development, user acceptance testing management, procurement development and support, project portfolio funding management and communications management.*
- (c) 3 points if experience with five (5) of the six (6) criteria relating to project and program management, business requirements development, user acceptance testing management, procurement development and support, project portfolio funding management, and communications management.*
- (d) 2 points if experience with four (4) of the six (6) criteria relating to project and program management, business requirements development, user acceptance testing management, procurement development and support, project portfolio funding management, and communications management.*
- (e) 1 point if experience with one to three (3) of the six (6) criteria relating to project and program management, business requirements development, user acceptance testing management, procurement development and support, project portfolio funding management, and communications management.*
- (f) 0 points if no experience.*



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

**SRC#3C Sanctions**

The Respondent shall list and describe any sanctions levied against the Respondent, the Respondent's affiliates, its subsidiaries, its parent company, the affiliates and subsidiaries of its parent company, its affiliate's subsidiaries and subcontractors (handling sub-contracts related to consultant services when the sub-contracts are for \$250,000.00 or more annually), within the five (5) years preceding the date of its Response to this solicitation, that have been imposed by: 1) the Agency; 2) a Medicaid program in another state; 3) Medicare; 4) any Federal government regulatory body, regardless if the sanction was related to Medicaid; or 5) any regulatory body in any state, regardless if the sanction was related to Medicaid. The answer to this question shall include the company that the sanction was levied against, the state in which the sanction was levied, the type of sanction, the date of the sanction, the regulatory body issuing the sanction, the specific reason for the sanction, a description of the Contracts for which the sanction was levied (if the sanction was contractual), and the timeline, if applicable, to resolve or correct the deficiency for which the sanction was levied, or, if currently in dispute, indicate that the sanction is in dispute.

Sanctions are defined as any monetary (e.g. penalties and withholds) or non-monetary (e.g. letters of non-compliance) punitive actions taken by regulatory bodies. If there have been no sanctions that meet the criteria described above, the Respondent must state so, by including the company name and listing "none" under the type category. Failure to provide any items of information requested under this paragraph shall result in a score of zero for this Section. For purposes of this Section, a corrective action plan is not considered a sanction.

Response:

*SRC#3C Evaluation Criteria:*

1. *The extent to which sanctions were due to issues with performance in accordance with contract scope of services, versus administrative issues.*
2. *The extent to which sanctions were significant (e.g., high dollar amounts above \$10,000.00 or lengthy) or numerous (e.g., multiple contracts with similar sanctions).*

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

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

*For Item 1:*

- (a) 5 points if no sanctions.*
- (b) 4 points if sanctions related only to administrative issues.*
- (c) 3 points if non-administrative sanctions were all minor (less than **\$10,000.00**) and there were fewer than four (4) incidents.*
- (d) 2 points if non-administrative sanctions were all minor but four (4) or more incidents;*
- (e) 1 point if any major (**\$10,000.00** or above) administrative sanction.*
- (f) 0 points if any major non-administrative sanction.*

*For Item 2:*

- (a) 5 points if no sanctions.*
- (b) 4 points if sanctions were minor and there were fewer than four (4) incidents.*
- (c) 3 points if sanctions were all minor (less than **\$10,000.00**) but four (4) or more incidents.*
- (d) 2 points if up to two (2) high-dollar amounts or lengthy (longer than ninety (90) days) or more than two (2) Contracts with multiple sanctions.*
- (e) 1 point if more than two (2) but fewer than five (5) high-dollar amounts or lengthy (longer than ninety (90) days) and/or more than two (2) but fewer than five (5) contracts with multiple sanctions.*
- (f) 0 points if performance falls below above limits.*

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

**SRC#3D: Terminated Contracts**

The Respondent shall state whether, in the five (5) years preceding the date of its Response to this solicitation, it has voluntarily terminated all or part of a contract under which it provided consultant services, or has had such a contract partially or fully terminated before the Contract end date with cause. If so, describe the Contract; the month and year of the Contract action; the reason(s) for the termination; the parties involved; and provide the address and telephone number of the client/other party. If the Contract was terminated based on the Respondent's performance, describe any corrective action taken to prevent any future occurrence of the problem leading to the termination. Include information for the Respondent as well as the Respondent's affiliates and subsidiaries and its parent organization and that organizations' affiliates and subsidiaries.

Response:

*SRC#3D Evaluation Criteria:*

1. *The extent to which the Respondent or parent or subsidiary or affiliates has voluntarily terminated all or part of a contract.*
2. *The extent to which the Respondent or parent or subsidiary or affiliates has had contracts terminated due to performance and/or with cause.*

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

*For Item 1:*

- (a)** *5 points for no voluntary termination of all or part of a contract.*
- (b)** *0 points for any voluntary terminations/withdrawals.*

*For Item 2:*

- (a)** *5 points for no involuntary terminations with cause.*
- (b)** *0 points for any involuntary termination based on performance and/or with cause.*

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

**SRC#3E: Performance Bond**

The Respondent shall state whether, in the five (5) years preceding the date of its Response to this solicitation, it has been unable to obtain a performance bond in accordance with contract terms for contracts awarded to the Respondent, and/or had an assessment made against a performance bond. Include information for the Respondent as well as the Respondent's affiliates and subsidiaries and its parent organization and that organizations' affiliates and subsidiaries.

Response:

*SRC#3E Evaluation Criteria:*

1. *The extent to which the Respondent or parent or subsidiary or affiliates has been unable to obtain a performance bond in accordance with the Contract terms for awarded contracts.*
2. *The extent to which the Respondent or parent or subsidiary or affiliates has had assessments made against a performance bond.*

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

*For Item 1:*

- (a)** *5 points for no incidents in being unable to obtain a performance bond.*
- (b)** *0 points for any incidents in being unable to obtain a performance bond.*

*For Item 2:*

- (a)** *5 points for no assessments made against a performance bond.*
- (b)** *0 points for any assessments made against a performance bond.*

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

**Category 4: Scope of Services Requirements**

**SRC#4A: Standards**

**The Respondent shall describe its proposed approach to providing strategic enterprise advisory services and developing deliverables in accordance with the following:**

- a. The current edition of the Project Management Institute's (PMI) Standard for Portfolio Management, Standard for Program Management, Project Management Body of Knowledge (PMBOK® Guide);
- b. The Agency for State Technology (AST) requirements including the Florida Information Technology Project Management and Oversight Standards described in Florida Administrative Rule 74-1.001 through 74-1.009, Florida Administrative Code (F.A.C.), and the Florida Cybersecurity Standards described in Florida Administrative Rule 74-2.001 through 74-2.006, F.A.C.; and
- c. The current MITA Framework.

Response:

*SRC#4A Evaluation Criteria:*

*The adequacy of the Respondent's proposed approach to providing strategic enterprise advisory services and developing deliverables in accordance with the current edition of the Project Management Institute's (PMI) Standard for Portfolio Management, Standard for Program Management, Project Management Body of Knowledge (PMBOK® Guide); the Agency for State Technology (AST) requirements including the Florida Information Technology Project Management and Oversight Standards described in Florida Administrative Rule 74-1.001 through 74-1.009, Florida Administrative Code (F.A.C.); the Florida Cybersecurity Standards described in Florida Administrative Rule 74-2.001 through 74-2.006, F.A.C.; and the current MITA Framework.*

**Score:** *This Section is worth a maximum of 5 raw points.*

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

**SRC#4B: Strategic Advisory Services**

The Respondent shall describe its proposed approach to providing Strategic Advisory Services, addressing all requirements in Attachment B, Scope of Services, Section B.4., Strategic Advisory Services Domain. At a minimum, the description shall include the following:

- a. Approach to developing the Enterprise Systems Governance Plan (Initial Deliverable No. S-1), addressing all requirements in **Attachment B**, Scope of Services, **Section B.4.**, Strategic Advisory Services Domain, **Sub-Section A.**, Enterprise Governance Management, **Item 2.**, **Sub-Items a. through g.**;
- b. Approach to planning, scheduling, conducting, and documenting enterprise governance committee meetings throughout the resulting Contract term, addressing all requirements in **Attachment B**, Scope of Services, **Section B.4.**, Strategic Advisory Services Domain, **Sub-Section A.**, Enterprise Governance Management, **Item 3.**;
- c. Approach to developing and presenting reports to enterprise governance on a monthly basis, or as directed by the Agency including those reports described throughout this solicitation;
- d. Approach to documenting enterprise governance meetings minutes, decisions, and action items, and establishing and maintaining a process for reviewing documentation of enterprise governance outcomes;
- e. Approach to maintaining and updating the Agency SharePoint repository with the Agency approved enterprise governance documentation, including any revised materials or supplemental documentation;
- f. Approach to developing the Enterprise Systems Strategic Planning Training Program (Initial Deliverable No. S-2), addressing all requirements in **Attachment B**, Scope of Services, **Section B.4.**, Strategic Advisory Services Domain, **Sub-Section B.**, Strategic Planning, **Item 2.**;
- g. Approach to submitting a proposed schedule for initial strategic planning training sessions with all stakeholders identified by the Agency no later than twenty (20) business days following approval of the Enterprise Systems Strategic Planning Training Program;
- h. Approach to scheduling and conducting live, instructor-led strategic planning training sessions for stakeholders identified by the Agency at the Agency's headquarters location in Tallahassee, Florida;

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

- i. Approach to scheduling and conducting live, instructor-led ongoing strategic planning training sessions for stakeholders identified by the Agency at the Agency's headquarters location in Tallahassee, Florida, on a biannual basis, or as often as directed by the Agency;
- j. Approach to planning, conducting, and documenting strategic planning sessions with stakeholders for the purposes of collecting the needs and objectives and developing the Enterprise Systems Strategic Plan;
- k. Approach to developing and updating the Enterprise Systems Strategic Plan (Initial Deliverable No. S-3) which shall serve as the Agency's Concept of Operations, addressing all requirements in **Attachment B**, Scope of Services, **Section B.4.**, Strategic Advisory Services Domain, **Sub-Section B.**, Strategic Planning, **Item 6.**;
- l. Approach to developing the Strategic Project Portfolio Management Plan (Initial Deliverable No. S-4), addressing all requirements in **Attachment B**, Scope of Services, **Section B.4.**, Strategic Advisory Services Domain, **Sub-Section C.**, Strategic Project Portfolio Management, **Item 2.**;
- m. Approach to performing strategic project portfolio planning, addressing all requirements in **Attachment B**, Scope of Services, **Section B.4.**, Strategic Advisory Services Domain, **Sub-Section C.**, Strategic Project Portfolio Management, **Items 3. and 4.**;
- n. Approach to developing and documenting annual Legislative Budget Requests (LBRs) for MES projects and supporting documents including Schedule IV-Bs, Operational Work Plans, and Spending Plans, maintaining and tracking LBRs for MES projects, and developing responses to requests for additional information related to LBRs and related documents;
- o. Approach to developing, documenting, maintaining, updating and tracking Advanced Planning Documents (APDs), including Planning Advance Planning Document(s) (PAPDs), Implementation APDs (IAPDs), Annual APDs, APD updates, and Operational APDs, for Federal enhanced funding requests for MES projects in accordance with Federal regulations, and developing responses to requests for additional information related to APDs; and
- p. Approach to performing project portfolio planning monitoring and control, addressing all requirements in **Attachment B**, Scope of Services, **Section B.4.**, Strategic Advisory Services Domain, **Sub-Section C.**, Strategic Project Portfolio Management, **Item 7.**

Response:

*SRC#4B Evaluation Criteria:*

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

1. *The adequacy of the Respondent's proposed approach to developing the Enterprise Systems Governance Plan (Initial Deliverable No. S-1), addressing all requirements in **Attachment B**, Scope of Services, **Section B.4.**, Strategic Advisory Services Domain, **Sub-Section A.**, Enterprise Governance Management, **Item 2.**, **Sub-Items a. through g.***
2. *The adequacy of the Respondent's proposed approach to planning, scheduling, conducting, and documenting enterprise governance committee meetings throughout the resulting Contract term, addressing all requirements in **Attachment B**, Scope of Services, **Section B.4.**, Strategic Advisory Services Domain, **Sub-Section A.**, Enterprise Governance Management, **Item 3.***
3. *The adequacy of the Respondent's proposed approach to developing and presenting reports to enterprise governance on a monthly basis, or as directed by the Agency including those reports described throughout this solicitation.*
4. *The adequacy of the Respondent's proposed approach to documenting enterprise governance meetings minutes, decisions, and action items, and establishing and maintaining a process for reviewing documentation of enterprise governance outcomes.*
5. *The adequacy of the Respondent's proposed approach to maintaining and updating the Agency SharePoint repository with the Agency approved enterprise governance documentation, including any revised materials or supplemental documentation.*
6. *The adequacy of the Respondent's proposed approach to developing the Enterprise Systems Strategic Planning Training Program (Initial Deliverable No. S-2), addressing all requirements in **Attachment B**, Scope of Services, **Section B.4.**, Strategic Advisory Services Domain, **Sub-Section B.**, Strategic Planning, **Item 2.***
7. *The adequacy of the Respondent's proposed approach to submitting a proposed schedule for initial strategic planning training sessions with all stakeholders identified by the Agency no later than twenty (20) business days following approval of the Enterprise Systems Strategic Planning Training Program.*
8. *The adequacy of the Respondent's proposed approach to scheduling and conducting live, instructor-led strategic planning training sessions for stakeholders identified by the Agency at the Agency's headquarters location in Tallahassee, Florida.*
9. *The adequacy of the Respondent's proposed approach to scheduling and conducting live, instructor-led ongoing strategic planning training sessions for stakeholders identified by the Agency at the Agency's headquarters location in Tallahassee, Florida, on a biannual basis, or as often as directed by the Agency.*
10. *The adequacy of the Respondent's proposed approach to planning, conducting, and documenting strategic planning sessions with stakeholders for the purposes of collecting the needs and objectives and developing the Enterprise Systems Strategic Plan.*
11. *The adequacy of the Respondent's proposed approach to developing and updating the Enterprise Systems Strategic Plan (Initial Deliverable No. S-3) which shall serve as the*



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

*Agency's Concept of Operations, addressing all requirements in **Attachment B**, Scope of Services, **Section B.4.**, Strategic Advisory Services Domain, **Sub-Section B.**, Strategic Planning, **Item 6.***

- 12. The adequacy of the Respondent's proposed approach to developing the Strategic Project Portfolio Management Plan (Initial Deliverable No. S-4), addressing all requirements in **Attachment B**, Scope of Services, **Section B.4.**, Strategic Advisory Services Domain, **Sub-Section C.**, Strategic Project Portfolio Management, **Item 2.***
- 13. The adequacy of the Respondent's proposed approach to performing strategic project portfolio planning, addressing all requirements in **Attachment B**, Scope of Services, **Section B.4.**, Strategic Advisory Services Domain, **Sub-Section C.**, Strategic Project Portfolio Management, **Items 3. and 4.***
- 14. The adequacy of the Respondent's proposed approach to developing and documenting annual Legislative Budget Requests (LBRs) for MES projects and supporting documents including Schedule IV-Bs, Operational Work Plans, and Spending Plans, maintaining and tracking LBRs for MES projects, and developing responses to requests for additional information related to LBRs and related documents.*
- 15. The adequacy of the Respondent's proposed approach to developing, documenting, maintaining, updating and tracking Advanced Planning Documents (APDs), including Planning Advance Planning Document(s) (PAPDs), Implementation APDs (IAPDs), Annual APDs, APD updates, and Operational APDs, for Federal enhanced funding requests for MES projects in accordance with Federal regulations, and developing responses to requests for additional information related to APDs.*
- 16. The adequacy of the Respondent's proposed approach to performing project portfolio planning monitoring and control, addressing all requirements in **Attachment B**, Scope of Services, **Section B.4.**, Strategic Advisory Services Domain, **Sub-Section C.**, Strategic Project Portfolio Management, **Item 7.***

**Score:** *This Section is worth a maximum of 80 raw points with each of the above components being worth a maximum of 5 points each.*

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

**SRC#4C: Strategic Innovative Solutions**

**Attachment B, Scope of Services, Section B.3., Services to be Provided by the Vendor, Sub-Section A., Advisory Services, provides an opportunity for the Respondent to propose best practices and innovative, cost-effective solutions and options for performing strategic enterprise advisory services that: (a) are not duplicative of the traditional Independent Verification & Validation (IV&V) services or other MES services, covered under separate Agency contracts; and (b) are beneficial to the Agency in completing the strategic enterprise advisory services described in this solicitation. The Respondent shall describe its proposed best practices and innovative, cost-effective solutions to providing strategic advisory services.**

Response:

*SRC#4C Evaluation Criteria:*

*The adequacy of the Respondent's proposed best practices and innovative, cost-effective solutions to providing strategic advisory services.*

**Score:** *This Section is worth a maximum of 5 raw points.*

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

**SRC#4D: Programmatic Advisory Services**

**The Respondent shall describe its proposed approach to providing Programmatic Advisory Services, addressing all requirements in Attachment B, Scope of Services, Section B.5., Programmatic Advisory Services Domain. At a minimum, the description shall include the following:**

- a. Approach to updating the Florida Medicaid MITA State Self-Assessment (SS-A), related MITA artifacts, the Agency's MITA SharePoint repository, and producing the Revised MITA State Self-Assessment and Update Process (Initial Deliverable No. P-1), addressing all requirements in **Attachment B**, Scope of Services, **Section B.5.**, Programmatic Advisory Services Domain, **Sub-Section A.**, MITA State Self-Assessment (SS-A) Updates and Tracking, **Item 1.**;
- b. Approach to developing and documenting updates to the MITA Business, Information, and Technical Capability Matrices Assessment, CMS Conditions and Standards Assessment, and the MITA Roadmap, as frequently as necessary;
- c. Approach to planning and conducting MITA business process stakeholder sessions, addressing all requirements in **Attachment B**, Scope of Services, **Section B.5.**, Programmatic Advisory Services Domain, **Sub-Section A.**, MITA State Self-Assessment (SS-A) Updates and Tracking, **Item 3.**;
- d. Approach to developing and documenting MITA-related performance metrics for the MES, in accordance with the current MITA Framework and in coordination with applicable business process stakeholders, and for obtaining, consolidating, and documenting existing MITA-related performance metrics from applicable business process stakeholders;
- e. Approach to developing and documenting a plan to identify and designate MITA business process owners within the Agency, including a corresponding MITA business process owner organizational structure for reporting under the Agency organizational structure that is not organized by MITA business area;
- f. Approach to acquiring and implementing a non-proprietary or transferable commercial off-the-shelf (COTS) tracking tool for automatically tracking, maintaining, and updating MITA-related artifacts;
- g. Approach to evaluating the Agency's MITA SharePoint repository, recommending and implementing improvements, maintaining and updating the Agency's MITA SharePoint repository, and developing and

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

implementing an automated process to notify applicable stakeholders when the MITA SharePoint repository is updated;

- h. Approach to establishing a Project Management Office (PMO) for MES projects, addressing all requirements in **Attachment B**, Scope of Services, **Section B.5.**, Programmatic Advisory Services Domain, **Sub-Section B.**, Project and Program Management, **Item 1.**, and **Item 1., Sub-Items a. through e.**;
- i. Approach to developing and documenting MES Project Management Standards (Initial Deliverable No. P-2), addressing all requirements in **Attachment B**, Scope of Services, **Section B.5.**, Programmatic Advisory Services Domain, **Sub-Section B.**, Project and Program Management, **Item 2.**;
- j. Approach to developing and documenting the MES Project Management Toolkit (Initial Deliverable No. P-3), addressing all requirements in **Attachment B**, Scope of Services, **Section B.5.**, Programmatic Advisory Services Domain, **Sub-Section B.**, Project and Program Management, **Item 3.**;
- k. Approach to initiating MES projects and completing project initiation documentation, addressing all requirements in **Attachment B**, Scope of Services, **Section B.5.**, Programmatic Advisory Services Domain, **Sub-Section B.**, Project and Program Management, **Item 4.**;
- l. Approach to assessing MES vendor compliance with the approved MES Project Management Standards throughout the project life cycle of the MES project, addressing all requirements in **Attachment B**, Scope of Services, **Section B.5.**, Programmatic Advisory Services Domain, **Sub-Section B.**, Project and Program Management, **Item 5.**;
- m. Approach to providing project management oversight for MES projects through Integration, Test, and Implementation Phases, addressing all requirements in **Attachment B**, Scope of Services, **Section B.5.**, Programmatic Advisory Services Domain, **Sub-Section B.**, Project and Program Management, **Item 6.**;
- n. Approach to conducting project management activities in a manner that is coordinated with the Agency's broader program management efforts, addressing all requirements in **Attachment B**, Scope of Services, **Section B.5.**, Programmatic Advisory Services Domain, **Sub-Section B.**, Project and Program Management, **Item 7.**;
- o. Approach to providing programmatic expertise and performing tasks related to documenting business requirements and user acceptance testing (UAT), addressing all requirements in **Attachment B**, Scope of Services, **Section B.5.**, Programmatic Advisory Services Domain, **Sub-**

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

**Section C.**, Other Programmatic Support, **Item 1.**, and **Item 1.**, **Sub-Items a. through d.**;

- p. Approach to providing programmatic expertise related to procurement support, addressing all requirements in **Attachment B**, Scope of Services, **Section B.5.**, Programmatic Advisory Services Domain, **Sub-Section C.**, Other Programmatic Support, **Item 2.**, and **Item 2.**, **Sub-Items a. through e.**;
- q. Approach to providing programmatic expertise related to project portfolio funding management, addressing all requirements **Attachment B**, Scope of Services, **Section B.5.**, Programmatic Advisory Services Domain, **Sub-Section C.**, Other Programmatic Support, **Item 3.**, and **Item 3.**, **Sub-Items a. through d.**;
- r. Approach to providing programmatic expertise related to MES Federal communications management, addressing all requirements in **Attachment B**, Scope of Services, **Section B.5.**, Programmatic Advisory Services Domain, **Sub-Section C.**, Other Programmatic Support, **Item 4.**, and **Item 4.**, **Sub-Items a. through e.**;
- s. Approach to monitoring Federal and MES-related websites, addressing all requirements in **Attachment B**, Scope of Services, **Section B.5.**, Programmatic Advisory Services Domain, **Sub-Section C.**, Other Programmatic Support, **Item 5.**;
- t. Approach to developing and documenting a Medicaid Enterprise Certification Management Plan (Initial Deliverable No. P-4) in order to provide an analysis of the 2016 Medicaid Enterprise Certification Toolkit (MECT) version 2.1 released by CMS, and an approach for providing an analysis for any subsequent updated documentation, for new versions and guidance letters released by CMS related to the MECT;
- u. Approach to managing the Medicaid Enterprise Certification process for each applicable MES project, addressing all requirements in **Attachment B**, Scope of Services, **Section B.5.**, Programmatic Advisory Services Domain, **Sub-Section D.**, Medicaid Enterprise Certification Management, **Item 2.**;
- v. Approach to managing the certification milestone reviews throughout the Medicaid Enterprise Certification Life Cycle (MELC) for each applicable MES project, addressing all requirements in **Attachment B**, Scope of Services, **Section B.5.**, Programmatic Advisory Services Domain, **Sub-Section D.**, Medicaid Enterprise Certification Management, **Item 3.**, and **Item 3.**, **Sub-Items a. through c.**;
- w. Approach to coordinating the Medicaid Enterprise Certification process with the Agency's IV&V Vendor for each applicable MES project, addressing all requirements in **Attachment B**, Scope of Services, **Section**

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**B.5.**, Programmatic Advisory Services Domain, **Sub-Section D.**, Medicaid Enterprise Certification Management, **Item 5.**; and

- x. Approach to implementing, maintaining and updating a non-proprietary tracking tool or transferable COTS product for monitoring the progress of documentation and evidence required for CMS certification, addressing all requirements in **Attachment B**, Scope of Services, **Section B.5.**, Programmatic Advisory Services Domain, **Sub-Section D.**, Medicaid Enterprise Certification Management, **Item 6.**

Response:

*SRC#4D Evaluation Criteria:*

1. *The adequacy of the Respondent's proposed approach to updating the Florida Medicaid MITA State Self-Assessment (SS-A), related MITA artifacts, the Agency's MITA SharePoint repository, and producing the Revised MITA State Self-Assessment and Update Process (Initial Deliverable No. P-1), addressing all requirements in **Attachment B**, Scope of Services, **Section B.5.**, Programmatic Advisory Services Domain, **Sub-Section A.**, MITA State Self-Assessment (SS-A) Updates and Tracking, **Item 1.***
2. *The adequacy of the Respondent's proposed approach to developing and documenting updates to the MITA Business, Information, and Technical Capability Matrices Assessment, CMS Conditions and Standards Assessment, and the MITA Roadmap, as frequently as necessary.*
3. *The adequacy of the Respondent's proposed approach to planning and conducting MITA business process stakeholder sessions, addressing all requirements in **Attachment B**, Scope of Services, **Section B.5.**, Programmatic Advisory Services Domain, **Sub-Section A.**, MITA State Self-Assessment (SS-A) Updates and Tracking, **Item 3.***
4. *The adequacy of the Respondent's proposed approach to developing and documenting MITA-related performance metrics for the MES, in accordance with the current MITA Framework and in coordination with applicable business process stakeholders, and for obtaining, consolidating, and documenting existing MITA-related performance metrics from applicable business process stakeholders.*
5. *The adequacy of the Respondent's proposed approach to developing and documenting a plan to identify and designate MITA business process owners within the Agency, including a corresponding MITA business process owner organizational structure for reporting under the Agency organizational structure that is not organized by MITA business area.*
6. *The adequacy of the Respondent's proposed approach to acquiring and implementing a non-proprietary or transferable commercial off-the-shelf (COTS) tracking tool for automatically tracking, maintaining, and updating MITA-related artifacts.*

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7. *The adequacy of the Respondent's proposed approach to evaluating the Agency's MITA SharePoint repository, recommending and implementing improvements, maintaining and updating the Agency's MITA SharePoint repository, and developing and implementing an automated process to notify applicable stakeholders when the MITA SharePoint repository is updated.*
8. *The adequacy of the Respondent's proposed approach to establishing a Project Management Office (PMO) for MES projects, addressing all requirements in **Attachment B**, Scope of Services, **Section B.5.**, Programmatic Advisory Services Domain, **Sub-Section B.**, Project and Program Management, **Item 1.**, and **Item 1.**, **Sub-Items a. through e.***
9. *The adequacy of the Respondent's proposed approach to developing and documenting MES Project Management Standards (Initial Deliverable No. P-2), addressing all requirements in **Attachment B**, Scope of Services, **Section B.5.**, Programmatic Advisory Services Domain, **Sub-Section B.**, Project and Program Management, **Item 2.***
10. *The adequacy of the Respondent's proposed approach to developing and documenting the MES Project Management Toolkit (Initial Deliverable No. P-3), addressing all requirements in **Attachment B**, Scope of Services, **Section B.5.**, Programmatic Advisory Services Domain, **Sub-Section B.**, Project and Program Management, **Item 3.***
11. *The adequacy of the Respondent's proposed approach to initiating MES projects and completing project initiation documentation, addressing all requirements in **Attachment B**, Scope of Services, **Section B.5.**, Programmatic Advisory Services Domain, **Sub-Section B.**, Project and Program Management, **Item 4.***
12. *The adequacy of the Respondent's proposed approach to assessing MES vendor compliance with the approved MES Project Management Standards throughout the project life cycle of the MES project, addressing all requirements in **Attachment B**, Scope of Services, **Section B.5.**, Programmatic Advisory Services Domain, **Sub-Section B.**, Project and Program Management, **Item 5.***
13. *The adequacy of the Respondent's proposed approach to providing project management oversight for MES projects through Integration, Test, and Implementation Phases, addressing all requirements in **Attachment B**, Scope of Services, **Section B.5.**, Programmatic Advisory Services Domain, **Sub-Section B.**, Project and Program Management, **Item 6.***
14. *The adequacy of the Respondent's proposed approach to conducting project management activities in a manner that is coordinated with the Agency's broader program management efforts, addressing all requirements in **Attachment B**, Scope of Services, **Section B.5.**, Programmatic Advisory Services Domain, **Sub-Section B.**, Project and Program Management, **Item 7.***
15. *The adequacy of the Respondent's proposed approach to providing programmatic expertise and performing tasks related to documenting business requirements and user acceptance testing (UAT), addressing all requirements in **Attachment B**, Scope of*

**EXHIBIT A-4**  
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**COMPONENTS (TECHNICAL RESPONSE)**

*Services, **Section B.5.**, Programmatic Advisory Services Domain, **Sub-Section C.**, Other Programmatic Support, **Item 1.**, and **Item 1.**, **Sub-Items a. through d.***

16. *The adequacy of the Respondent's proposed approach to providing programmatic expertise related to procurement support, addressing all requirements in **Attachment B**, Scope of Services, **Section B.5.**, Programmatic Advisory Services Domain, **Sub-Section C.**, Other Programmatic Support, **Item 2.**, and **Item 2.**, **Sub-Items a. through e.***
17. *The adequacy of the Respondent's proposed approach to providing programmatic expertise related to project portfolio funding management, addressing all requirements in **Attachment B**, Scope of Services, **Section B.5.**, Programmatic Advisory Services Domain, **Sub-Section C.**, Other Programmatic Support, **Item 3.**, and **Item 3.**, **Sub-Items a. through d.***
18. *The adequacy of the Respondent's proposed approach to providing programmatic expertise related to MES Federal communications management, addressing all requirements in **Attachment B**, Scope of Services, **Section B.5.**, Programmatic Advisory Services Domain, **Sub-Section C.**, Other Programmatic Support, **Item 4.**, and **Item 4.**, **Sub-Items a. through e.***
19. *The adequacy of the Respondent's proposed approach to monitoring Federal and MES-related websites, addressing all requirements in **Attachment B**, Scope of Services, **Section B.5.**, Programmatic Advisory Services Domain, **Sub-Section C.**, Other Programmatic Support, **Item 5.***
20. *The adequacy of the Respondent's proposed approach to developing and documenting a Medicaid Enterprise Certification Management Plan (Initial Deliverable No. P-4) in order to provide an analysis of the 2016 Medicaid Enterprise Certification Toolkit (MECT) version 2.1 released by CMS, and for providing an analysis for any subsequent updated documentation, for new versions and guidance letters released by CMS related to the MECT.*
21. *The adequacy of the Respondent's proposed approach to managing the Medicaid Enterprise Certification process for each applicable MES project, addressing all requirements in **Attachment B**, Scope of Services, **Section B.5.**, Programmatic Advisory Services Domain, **Sub-Section D.**, Medicaid Enterprise Certification Management, **Item 2.***
22. *The adequacy of the Respondent's proposed approach to managing the certification milestone reviews throughout the Medicaid Enterprise Certification Life Cycle (MELC) for each applicable MES project, addressing all requirements in **Attachment B**, Scope of Services, **Section B.5.**, Programmatic Advisory Services Domain, **Sub-Section D.**, Medicaid Enterprise Certification Management, **Item 3.**, and **Item 3.**, **Sub-Items a. through c.***
23. *The adequacy of the Respondent's proposed approach to coordinating the Medicaid Enterprise Certification process with the Agency's IV&V Vendor for each applicable MES project, addressing all requirements in **Attachment B**, Scope of Services, **Section B.5.**,*



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

*Programmatic Advisory Services Domain, **Sub-Section D.**, Medicaid Enterprise Certification Management, **Item 5.***

- 24.** *The adequacy of the Respondent's proposed approach to implementing, maintaining and updating a non-proprietary tracking tool or transferable COTS product for monitoring the progress of documentation and evidence required for CMS certification, addressing all requirements in **Attachment B**, Scope of Services, **Section B.5.**, Programmatic Advisory Services Domain, **Sub-Section D.**, Medicaid Enterprise Certification Management, **Item 6.***

**Score:** *This Section is worth a maximum of 120 raw points with each of the above components being worth a maximum of 5 points each.*

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

**SRC#4E: Programmatic Innovative Solutions**

**Attachment B, Scope of Services, Section B.3., Services to be Provided by the Vendor, Sub-Section A., Advisory Services, provides an opportunity for the Respondent to propose best practices and innovative, cost-effective solutions and options for performing strategic enterprise advisory services that: (a) are not duplicative of traditional Independent Verification & Validation (IV&V) services or other MES services, covered under separate Agency contracts; and (b) are beneficial to the Agency in completing the strategic enterprise advisory services described in this solicitation. The Respondent shall describe its proposed best practices and innovative, cost-effective solutions to providing programmatic advisory services.**

Response:

*SRC#4E Evaluation Criteria: The adequacy of the Respondent's proposed best practices and innovative, cost-effective solutions to providing programmatic advisory services.*

**Score:** *This Section is worth a maximum of 5 raw points.*

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

**SRC#4F      Technical Advisory Services**

**The Respondent shall describe its proposed approach to providing Technical Advisory Services, addressing all requirements in Attachment B, Scope of Services, Section B.6., Technical Advisory Services Domain. At a minimum, the description shall include the following:**

- a.      Approach to developing and documenting the Data Management Strategy (Initial Deliverable No. T-1), addressing all requirements in **Attachment B**, Scope of Services, **Section B.6.**, Technical Advisory Services Domain, **Sub-Section A.**, Information Architecture (IA) Development, **Item 1.**, and **Item 1., Sub-Items a. through g.**;
- b.      Approach to developing the Information Architecture Documentation (Initial Deliverable No. T-2), addressing all requirements in **Attachment B**, Scope of Services, **Section B.6.**, Technical Advisory Services Domain, **Sub-Section A.**, Information Architecture (IA) Development, **Item 2.**;
- c.      Approach to proposing the format or tool to document the Information Architecture for Agency review and approval, such as in a configuration management database (CMDB);
- d.      Approach to developing and documenting the Conceptual Data Model (CDM) component of the Information Architecture documentation for the data and relationships used in the MES business processes;
- e.      Approach to developing and documenting the Logical Data Model (LDM) for MES business processes as a component of the Information Architecture documentation, including entities, attributes, properties, relationships, definitions, domains, related standards, and entity-relationship diagrams (ERDs);
- f.      Approach to developing and documenting the Information Capability Matrix (ICM) as a component of the Information Architecture documentation for each of the business processes within the MES at the specified MITA maturity level;
- g.      Approach to developing and documenting the Data Standards (Initial Deliverable No. T-3), addressing all requirements in **Attachment B**, Scope of Services, **Section B.6.**, Technical Advisory Services Domain, **Sub-Section A.**, Information Architecture (IA) Development, **Item 3.**;
- h.      Approach to coordinating, providing technical expertise, and communicating with other MES vendors regarding Data Standards, at the direction of the Agency;

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

- i. Approach to assessing MES vendors' compliance with the Data Standards, addressing all requirements in **Attachment B**, Scope of Services, **Section B.6.**, Technical Advisory Services Domain, **Sub-Section A.**, Information Architecture (IA) Development, **Item 5.**;
- j. Approach to developing and documenting a Technical Management Strategy (Initial Deliverable No. T-4), addressing all requirements in **Attachment B**, Scope of Services, **Section B.6.**, Technical Advisory Services Domain, **Sub-Section B.**, Technical Architecture (TA) Development, **Item 1.**, and **Item 1.**, **Sub-Items a. through h.**;
- k. Approach to developing and documenting the Technical Architecture Documentation (Initial Deliverable No. T-5), addressing all requirements in **Attachment B**, Scope of Services, **Section B.6.**, Technical Advisory Services Domain, **Sub-Section B.**, Technical Architecture (TA) Development, **Item 2.**;
- l. Approach to developing and documenting the Business Services component of the Technical Architecture documentation, addressing all requirements in **Attachment B**, Scope of Services, **Section B.6.**, Technical Advisory Services Domain, **Sub-Section B.**, Technical Architecture (TA) Development, **Item 2.**, **Sub-Item a.**; and **Item 2.**, **Sub-Items 2.a.1) through 2.a.4)**;
- m. Approach to developing and documenting the Technical Services component of the Technical Architecture documentation, addressing all requirements in **Attachment B**, Scope of Services, **Section B.6.**, Technical Advisory Services Domain, **Sub-Section B.**, Technical Architecture (TA) Development, **Item 2.**, **Sub-Item b.**; and **Item 2.**, **Sub-Items 2.b.1) through 2.b.4)**;
- n. Approach to developing and documenting the Application Architecture (AA) component of the Technical Architecture documentation, addressing all requirements in **Attachment B**, Scope of Services, **Section B.6.**, Technical Advisory Services Domain, **Sub-Section B.**, Technical Architecture (TA) Development, **Item 2.**, **Sub-Item c.**, and **Item 2.**, **Sub-Items 2.c.1) through 2.c.5)**;
- o. Approach to developing and documenting the Technical Capability Matrix (TCM) component of the Technical Architecture documentation for each technical function within the MES at the specified MITA maturity level;
- p. Approach to developing and documenting the Technology Standards (Initial Deliverable No. T-6) including, at a minimum, the Technical Reference Model (TRM) and a Technology Standards Reference Guide (TSRG);

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

- q. Approach to coordinating, providing technical expertise, and communicating with MES vendors regarding Technical Standards, at the direction of the Agency;
- r. Approach to assessing MES vendors' compliance with the Technical Standards, addressing all requirements in **Attachment B**, Scope of Services, **Section B.6.**, Technical Advisory Services Domain, **Sub-Section B.**, Technical Architecture (TA) Development, **Item 5.**;
- s. Approach to developing, documenting, and implementing processes to maintain and update the Data and Technical Management Strategies, Information and Technical Architecture Documentation, Data Standards, and Technical Standards, and maintaining and updating the applicable Agency SharePoint repository with the electronic materials, including any revised documentation as the MES evolves;
- t. Approach to utilizing the Data and Technical Management Strategies, and Information and Technical Architecture Documentation in the development of MES project proposals as a part of strategic project portfolio management, addressing all requirements in **Attachment B**, Scope of Services, **Section B.6.**, Technical Advisory Services Domain, **Sub-Section C.**, Technical Advisory Services Support, **Item 1.**;
- u. Approach to providing technical expertise and written analysis of design documentation in MES projects;
- v. Approach to developing and documenting the Design and Implementation Management Standards (Initial Deliverable No. T-7), addressing all requirements in **Attachment B**, Scope of Services, **Section B.6.**, Technical Advisory Services Domain, **Sub-Section D.**, MES Projects Design and Implementation Management, **Item 2.**, **Sub-Items a. through l.**;
- w. Approach to identifying the specific Design and Implementation plan standards that apply to each applicable MES project, addressing all requirements in **Attachment B**, Scope of Services, **Section B.6.**, Technical Advisory Services Domain, **Sub-Section D.**, MES Projects Design and Implementation Management, **Item 3.**;
- x. Approach to providing technical expertise, at the direction of the Agency, during the Design and Implementation phase of each applicable MES project, addressing all requirements in **Attachment B**, Scope of Services, **Section B.6.** Technical Advisory Services Domain, **Sub-Section D.**, MES Projects Design and Implementation Management, **Item 4.**, and **Item 4.**, **Sub-Items a. through e.**;
- y. Approach to developing a process for reporting on the status and results of Design and Implementation Management of MES projects at enterprise

## EXHIBIT A-4

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

governance, and reporting on the status and results of Design and Implementation Management for MES projects at enterprise governance;

- z.** Approach to providing enterprise data security management for systems within the MES in accordance with the approved Enterprise Data Security Plan in order to protect data and information, and facilitate systems availability, confidentiality, data integrity, and mitigate risk;
- aa.** Approach to developing and documenting the Enterprise Data Security Plan (Initial Deliverable No. T-8), addressing all requirements in **Attachment B**, Scope of Services, **Section B.6**. Technical Advisory Services Domain, **Sub-Section E.**, Enterprise Data Security, **Item 2.**, and **Item 2.**, **Sub-Items a. through c.**;
- bb.** Approach to acquiring and implementing a non-proprietary or transferable commercial off-the-shelf (COTS) data security tracking tool, addressing all requirements in **Attachment B**, Scope of Services, **Section B.6**. Technical Advisory Services Domain, **Sub-Section E.**, Enterprise Data Security, **Item 3.**;
- cc.** Approach to documenting an analysis of systems within the MES and MES vendor security policies and practices, addressing all requirements in **Attachment B**, Scope of Services, **Section B.6**. Technical Advisory Services Domain, **Sub-Section E.**, Enterprise Data Security, **Item 4.**; and
- dd.** Approach to developing and documenting a process to report on enterprise data security management and reporting on enterprise data security management results at enterprise governance.

Response:

*SRC#4F Evaluation Criteria:*

- 1.** *The adequacy of the Respondent's proposed approach to developing and documenting the Data Management Strategy (Initial Deliverable No. T-1), addressing all requirements in **Attachment B**, Scope of Services, **Section B.6.**, Technical Advisory Services Domain, **Sub-Section A.**, Information Architecture (IA) Development, **Item 1.**, and **Item 1.**, **Sub-Items a. through g.***
- 2.** *The adequacy of the Respondent's proposed approach to developing the Information Architecture Documentation (Initial Deliverable No. T-2), addressing all requirements in **Attachment B**, Scope of Services, **Section B.6.**, Technical Advisory Services Domain, **Sub-Section A.**, Information Architecture (IA) Development, **Item 2.***
- 3.** *The adequacy of the Respondent's proposed approach to proposing the format or tool to document the Information Architecture for Agency review and approval, such as in a configuration management database (CMDB).*

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

4. *The adequacy of the Respondent's proposed approach to developing and documenting the Conceptual Data Model (CDM) component of the Information Architecture documentation for the data and relationships used in the MES business processes.*
5. *The adequacy of the Respondent's proposed approach to developing and documenting the Logical Data Model (LDM) for MES business processes as a component of the Information Architecture documentation, including entities, attributes, properties, relationships, definitions, domains, related standards, and entity-relationship diagrams (ERDs).*
6. *The adequacy of the Respondent's proposed approach to developing and documenting the Information Capability Matrix (ICM) as a component of the Information Architecture documentation for each of the business processes within the MES at the specified MITA maturity level.*
7. *The adequacy of the Respondent's proposed approach to developing and documenting the Data Standards (Initial Deliverable No. T-3), addressing all requirements in **Attachment B**, Scope of Services, **Section B.6.**, Technical Advisory Services Domain, **Sub-Section A.**, Information Architecture (IA) Development, **Item 3**.*
8. *The adequacy of the Respondent's proposed approach to coordinating, providing technical expertise, and communicating with other MES vendors regarding Data Standards, at the direction of the Agency.*
9. *The adequacy of the Respondent's proposed approach to assessing MES vendors' compliance with the Data Standards, addressing all requirements in **Attachment B**, Scope of Services, **Section B.6.**, Technical Advisory Services Domain, **Sub-Section A.**, Information Architecture (IA) Development, **Item 5**.*
10. *The adequacy of the Respondent's proposed approach to developing and documenting a Technical Management Strategy (Initial Deliverable No. T-4), addressing all requirements in **Attachment B**, Scope of Services, **Section B.6.**, Technical Advisory Services Domain, **Sub-Section B.**, Technical Architecture (TA) Development, **Item 1.**, and **Item 1.**, **Sub-Items a. through h**.*
11. *The adequacy of the Respondent's proposed approach to developing and documenting the Technical Architecture Documentation (Initial Deliverable No. T-5), addressing all requirements in **Attachment B**, Scope of Services, **Section B.6.**, Technical Advisory Services Domain, **Sub-Section B.**, Technical Architecture (TA) Development, **Item 2**.*
12. *The adequacy of the Respondent's proposed approach to developing and documenting the Business Services component of the Technical Architecture documentation, addressing all requirements in **Attachment B**, Scope of Services, **Section B.6.**, Technical Advisory Services Domain, **Sub-Section B.**, Technical Architecture (TA) Development, **Item 2.**, **Sub-Item a.**; and **Item 2.**, **Sub-Items 2.a.1) through 2.a.4)**.*
13. *The adequacy of the Respondent's proposed approach to developing and documenting the Technical Services component of the Technical Architecture documentation, addressing all requirements in **Attachment B**, Scope of Services, **Section B.6.**, Technical*

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

*Advisory Services Domain, **Sub-Section B.**, Technical Architecture (TA) Development, **Item 2.**, **Sub-Item b.**; and **Item 2.**, **Sub-Items 2.b.1) through 2.b.4).***

14. *The adequacy of the Respondent's proposed approach to developing and documenting the Application Architecture (AA) component of the Technical Architecture documentation, addressing all requirements in **Attachment B**, Scope of Services, **Section B.6.**, Technical Advisory Services Domain, **Sub-Section B.**, Technical Architecture (TA) Development, **Item 2.**, **Sub-Item c.**, and **Item 2.**, **Sub-Items 2.c.1) through 2.c.5).***
15. *The adequacy of the Respondent's proposed approach to developing and documenting the Technical Capability Matrix (TCM) component of the Technical Architecture documentation for each technical function within the MES at the specified MITA maturity level.*
16. *The adequacy of the Respondent's proposed approach to developing and documenting the Technology Standards (Initial Deliverable No. T-6) including, at a minimum, the Technical Reference Model (TRM) and a Technology Standards Reference Guide (TSRG).*
17. *The adequacy of the Respondent's proposed approach to coordinating, providing technical expertise, and communicating with MES vendors regarding Technical Standards, at the direction of the Agency.*
18. *The adequacy of the Respondent's proposed approach to assessing MES vendors' compliance with the Technical Standards, addressing all requirements in **Attachment B**, Scope of Services, **Section B.6.**, Technical Advisory Services Domain, **Sub-Section B.**, Technical Architecture (TA) Development, **Item 5.***
19. *The adequacy of the Respondent's proposed approach to developing, documenting, and implementing processes to maintain and update the Data and Technical Management Strategies, Information and Technical Architecture Documentation, Data Standards, and Technical Standards, and maintaining and updating the applicable Agency SharePoint repository with the electronic materials, including any revised documentation as the MES evolves.*
20. *The adequacy of the Respondent's proposed approach to utilizing the Data and Technical Management Strategies, and Information and Technical Architecture Documentation in the development of MES project proposals as a part of strategic project portfolio management, addressing all requirements in **Attachment B**, Scope of Services, **Section B.6.**, Technical Advisory Services Domain, **Sub-Section C.**, Technical Advisory Services Support, **Item 1.***
21. *The adequacy of the Respondent's proposed approach to providing technical expertise and written analysis of design documentation in MES projects.*
22. *The adequacy of the Respondent's proposed approach to developing and documenting the Design and Implementation Management Standards (Initial Deliverable No. T-7), addressing all requirements in **Attachment B**, Scope of Services, **Section B.6.**, Technical*



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

*Advisory Services Domain, **Sub-Section D.**, MES Projects Design and Implementation Management, **Item 2.**, **Sub-Items a. through I.***

- 23.** *The adequacy of the Respondent's proposed approach to identifying the specific Design and Implementation plan standards that apply to each applicable MES project, addressing all requirements in **Attachment B**, Scope of Services, **Section B.6.**, Technical Advisory Services Domain, **Sub-Section D.**, MES Projects Design and Implementation Management, **Item 3.***
- 24.** *The adequacy of the Respondent's proposed approach to providing technical expertise, at the direction of the Agency, during the Design and Implementation phase of each applicable MES project, addressing all requirements in **Attachment B**, Scope of Services, **Section B.6.**, Technical Advisory Services Domain, **Sub-Section D.**, MES Projects Design and Implementation Management, **Item 4.**, and **Item 4.**, **Sub-Items a. through e.***
- 25.** *The adequacy of the Respondent's proposed approach to developing a process for reporting on the status and results of Design and Implementation Management of MES projects at enterprise governance, and reporting on the status and results of Design and Implementation Management for MES projects at enterprise governance.*
- 26.** *The adequacy of the Respondent's proposed approach to providing enterprise data security management for systems within the MES in accordance with the approved Enterprise Data Security Plan in order to protect data and information, and facilitate systems availability, confidentiality, data integrity, and mitigate risk.*
- 27.** *The adequacy of the Respondent's proposed approach to developing and documenting the Enterprise Data Security Plan (Initial Deliverable No. T-8), addressing all requirements in **Attachment B**, Scope of Services, **Section B.6.**, Technical Advisory Services Domain, **Sub-Section E.**, Enterprise Data Security, **Item 2.**, and **Item 2.**, **Sub-Items a. through c.***
- 28.** *The adequacy of the Respondent's proposed approach to acquiring and implementing a non-proprietary or transferable commercial off-the-shelf (COTS) data security tracking tool, addressing all requirements in **Attachment B**, Scope of Services, **Section B.6.**, Technical Advisory Services Domain, **Sub-Section E.**, Enterprise Data Security, **Item 3.***
- 29.** *The adequacy of the Respondent's proposed approach to documenting an analysis of systems within the MES and MES vendor security policies and practices, addressing all requirements in **Attachment B**, Scope of Services, **Section B.6.**, Technical Advisory Services Domain, **Sub-Section E.**, Enterprise Data Security, **Item 4.***
- 30.** *The adequacy of the Respondent's proposed approach to developing and documenting a process to report on enterprise data security management and reporting on enterprise data security management results at enterprise governance.*

**Score:** *This Section is worth a maximum of 150 raw points with each of the above components being worth a maximum of 5 points each.*

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

**SRC#4G: Technical Innovative Solutions**

**Attachment B, Scope of Services, Section B.3., Services to be Provided by the Vendor, Sub-Section A., Advisory Services, provides an opportunity for the Respondent to propose best practices and innovative, cost-effective solutions and options for performing strategic enterprise advisory services that: (a) are not duplicative of traditional Independent Verification & Validation (IV&V) services or other MES services, covered under separate Agency contracts; and (b) are beneficial to the Agency in completing the strategic enterprise advisory services described in this solicitation. The Respondent shall describe its proposed best practices and innovative, cost-effective solutions to providing technical advisory services.**

Response:

*SRC#4G Evaluation Criteria: The adequacy of the Respondent's proposed best practices and innovative, cost-effective solutions to providing technical advisory services.*

**Score:** *This Section is worth a maximum of 5 raw points.*

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

**Category 5: Staffing Requirements**

**SRC#5: Staffing**

**The Respondent shall describe its proposed approach to staffing, addressing all requirements in Attachment B, Scope of Services, Section B.7., Vendor Staffing. At a minimum, the description shall include the following:**

- a. A staff organization chart that identifies proposed staff by name, role, title, and proposed staffing levels, and a breakout for each domain of the Project;
- b. A description of key staff and all additional positions identified by the Respondent, including their associated decision making authority within the organization;
- c. A list of key staff and all additional positions that shall be filled by a current employee of the Respondent, and those that need to be acquired;
- d. The proposed key staff and all additional positions identified by the Respondent, including their name; qualification documentation requirements addressing all requirements in **Attachment B**, Scope of Services, **Section B.7.**, Vendor Staffing, **Sub-Section B.**, Qualification Documentation Requirements; physical location; working hours; and percentage of work time allocated to the Contract resulting from this solicitation;
- e. Approach for providing key staff and additional staff in a manner that staff are available to meet with the Agency in person and perform the resulting Contract requirements that require an on-site presence as described in this solicitation, at the Agency's headquarters location in Tallahassee, Florida, as often as needed;
- f. Approach to supporting the Agency on-site at the Agency's headquarters location in Tallahassee, Florida, as often as needed or as requested by the Agency, including any Vendor facility in Tallahassee, Florida for Vendor key staff and Vendor additional staff;
- g. Approach to background screening requirements for all staff as described in **Attachment A**, Instructions and Special Conditions, **Section A.2.**, Special Terms and Conditions, **Sub-Section Q.**, Background Screening;
- h. Approach to staff management, demonstrating how the Respondent shall maintain the key staff to perform the services required throughout the resulting Contract term; provide additional staff in sufficient quantity and skill set in order to provide consistent and high quality deliverables and

## EXHIBIT A-4

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

supporting work products, including during periods in which work on multiple projects is underway; and releasing staff when additional staff are no longer needed for the current status of MES projects;

- i. Approach to filling vacancies, demonstrating the Respondent's recruitment process, with examples of methods of recruiting used to obtain qualified staff; and
- j. Approach to developing a Human Resource and Staff Management Plan, addressing all requirements in **Attachment B**, Scope of Services, **Section B.7.**, Vendor Staffing, **Sub-Section D.**, Human Resource and Staff Management Plan.

Response:

*SRC#5 Evaluation Criteria:*

1. *The adequacy of the Respondent's proposed staff organization chart that identifies proposed staff by name, role, title, and proposed staffing levels, and a breakout for each domain of the Project.*
2. *The adequacy of the Respondent's proposed description of key staff and all additional positions identified by the Respondent, including their associated decision making authority within the organization.*
3. *The adequacy of the Respondent's proposed list of key staff and all additional positions that shall be filled by a current employee of the Respondent, and those that need to be acquired.*
4. *The adequacy of the Respondent's proposed key staff and all additional positions identified by the Respondent, including their name; qualification documentation requirements addressing all requirements in **Attachment B**, Scope of Services, **Section B.7.**, Vendor Staffing, **Sub-Section B.**, Qualification Documentation Requirements; physical location; working hours; and percentage of work time allocated to the Contract resulting from this solicitation.*
5. *The adequacy of the Respondent's proposed approach for providing key staff and additional staff in a manner that staff are available to meet with the Agency in person and perform the resulting Contract requirements that require an on-site presence as described in this solicitation, at the Agency's headquarters location in Tallahassee, Florida, as often as needed.*
6. *The adequacy of the Respondent's proposed approach to supporting the Agency on-site at the Agency's headquarters location in Tallahassee, Florida, as often as needed or requested by the Agency, including any Vendor facility in Tallahassee, Florida for Vendor key staff and Vendor additional staff.*

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

7. *The adequacy of the Respondent's proposed approach to background screening requirements for all staff as described in **Attachment A**, Instructions and Special Conditions, **Section A.2.**, Special Terms and Conditions, **Sub-Section Q.**, Background Screening.*
8. *The adequacy of the Respondent's proposed approach to staff management, demonstrating how the Respondent shall maintain the key staff to perform the services required throughout the resulting Contract term; provide additional staff in sufficient quantity and skill set in order to provide consistent and high quality deliverables and supporting work products, including during periods in which work on multiple projects is underway; and releasing staff when additional staff are no longer needed for the current status of MES projects.*
9. *The adequacy of the Respondent's proposed approach to filling vacancies, demonstrating the Respondent's recruitment process, with examples of methods of recruiting used to obtain qualified staff.*
10. *The adequacy of the Respondent's proposed approach to developing a Human Resource and Staff Management Plan, addressing all requirements in **Attachment B**, Scope of Services, **Section B.7.**, Vendor Staffing, **Sub-Section D.**, Human Resource and Staff Management Plan.*

**Score:** *This Section is worth a maximum of 50 raw points with each of the above components being worth a maximum of 5 points each.*

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

**Category 6: Reporting Requirements**

**SRC#6: Reporting**

The Respondent shall describe its proposed approach to reporting, addressing all requirements in **Attachment B, Scope of Services, Section B.8., Reporting Requirements.** At a minimum, the description shall include the following:

- a. Approach to adhering to the reporting requirements, addressing all requirements in **Attachment B, Scope of Services, Section B.8., Reporting Requirements, Sub-Section A., General Reporting Requirements, Items 1. through 3.;**
- b. Approach to developing, documenting and submitting a monthly Project Status Report, addressing all requirements in **Attachment B, Scope of Services, Section B.8., Reporting Requirements, Sub-Section B., Specific Status Reporting Requirements, Item 1., and Item 1., Sub-Items a. through h.;**
- c. Approach to assessing and documenting lessons learned and recommendations as documented in the approved SEAS Management Plan throughout the resulting Contract term;
- d. Approach to developing, documenting, and submitting a summary lessons learned and observations report that could be used to improve performance on future projects, within twenty (20) business days prior to the end of the resulting Contract term; and
- e. Approach to submitting ad hoc reports requested by the Agency within ten (10) business days after the date of the request, unless the Agency directs the Vendor to provide the data or information in less than ten (10) business days.

Response:

*SRC#6 Evaluation Criteria:*

1. *The adequacy of the Respondent's proposed approach to adhering to the reporting requirements, addressing all requirements in **Attachment B, Scope of Services, Section B.8., Reporting Requirements, Sub-Section A., General Reporting Requirements, Items 1. through 3.***
2. *The adequacy of the Respondent's proposed approach to developing, documenting and submitting a monthly Project Status Report, addressing all requirements in **Attachment***

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

*B, Scope of Services, **Section B.8.**, Reporting Requirements, **Sub-Section B.**, Specific Status Reporting Requirements, **Item 1.**, and **Item 1.**, **Sub-Items a. through h.***

- 3. The adequacy of the Respondent's proposed approach to assessing and documenting lessons learned and recommendations as documented in the approved SEAS Management Plan throughout the resulting Contract term.*
- 4. The adequacy of the Respondent's proposed approach to developing, documenting, and submitting a summary lessons learned and observations report that could be used to improve performance on future projects, within twenty (20) business days prior to the end of the resulting Contract term.*
- 5. The adequacy of the Respondent's proposed approach to submitting ad hoc reports requested by the Agency within ten (10) business days after the date of the request, unless the Agency directs the Vendor to provide the data or information in less than ten (10) business days.*

**Score:** *This Section is worth a maximum of 25 raw points with each of the above components being worth a maximum of 5 points each.*

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

**Category 7: SEAS Management Requirements**

**SRC#7: SEAS Management**

**The Respondent shall describe its proposed approach to SEAS Management, addressing all requirements in Attachment B, Scope of Services, Section B.9., SEAS Management. At a minimum, the description shall include the following:**

- a. Approach to managing the requirements of the resulting Contract and providing strategic enterprise advisory services, in accordance with the Agency-approved SEAS Management Plan;
- b. Approach to performing professional project management in accordance with the current edition of the Project Management Institute's (PMI) Standard for Portfolio Management, Standard for Program Management, Project Management Body of Knowledge (PMBOK® Guide), and the Agency for State Technology (AST) requirements including the Florida Information Technology Project Management and Oversight Standards described in Florida Administrative Rule 74-1.001 through 74-1.009, Florida Administrative Code (F.A.C.);
- c. Approach to developing documentation and complying with the AST requirements for the resulting Contract;
- d. Approach to maintaining independence and objectivity, and adhering to conflict of interest requirements described in 48 CFR 9.505, and Section 287.057(17), F.S.;
- e. Approach to complying with the Agency's IV&V Vendor's requirements including submitting the Vendor's deliverables and work products to the Agency's IV&V Vendor for review, and addressing the findings and recommendations within the Agency's IV&V Vendor's monthly Program Executive Status Report;
- f. Approach to establishing and maintaining a written internal Quality Assurance (QA) Plan for meeting the service and deliverable requirements specified in this solicitation;
- g. Approach to incorporating quality review procedures that document QA review steps completed prior to delivering documents to the Agency;
- h. Approach to incorporating escalation procedures for risks and issues, and performance improvement processes in the QA Plan;
- i. Approach to deliverable management for initial deliverables and for deliverables produced under task orders;



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

- j. Approach to developing and submitting a Deliverable Expectation Document (DED) to include the Vendor's proposed format and content, within five (5) business days of the Agency's approval to commence work on a deliverable;
- k. Approach to managing revisions to deliverables requested by the Agency, conducting walk-throughs of the DED with the Agency, and utilizing and maintaining the Agency's SharePoint repository for document management for deliverables and work products; and
- l. Approach to developing and documenting a SEAS Turnover Plan, addressing all requirements in **Attachment B**, Scope of Services, **Section B.9.**, SEAS Management, **Sub-Section D.**, SEAS Turnover.

Response:

*SRC#7 Evaluation Criteria:*

1. *The adequacy of the Respondent's proposed approach to managing the requirements of the resulting Contract and providing strategic enterprise advisory services, in accordance with the Agency-approved SEAS Management Plan.*
2. *The adequacy of the Respondent's proposed approach to performing professional project management in accordance with the current edition of the Project Management Institute's (PMI) Standard for Portfolio Management, Standard for Program Management, Project Management Body of Knowledge (PMBOK® Guide), and the Agency for State Technology (AST) requirements including the Florida Information Technology Project Management and Oversight Standards described in Florida Administrative Rule 74-1.001 through 74-1.009, Florida Administrative Code (F.A.C.).*
3. *The adequacy of the Respondent's proposed approach to developing documentation and complying with the AST requirements for the resulting Contract.*
4. *The adequacy of the Respondent's proposed approach to maintaining independence and objectivity, and adhering to conflict of interest requirements described in 48 CFR 9.505, and Section 287.057(17), F.S.*
5. *The adequacy of the Respondent's proposed approach to complying with the Agency's IV&V Vendor's requirements including submitting the Vendor's deliverables and work products to the Agency's IV&V Vendor for review, and addressing the findings and recommendations within the Agency's IV&V Vendor's monthly Program Executive Status Report.*
6. *The adequacy of the Respondent's proposed approach to establishing and maintaining a written internal Quality Assurance (QA) Plan for meeting the service and deliverable requirements specified in this solicitation.*

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

7. *The adequacy of the Respondent's proposed approach to incorporating quality review procedures that document QA review steps completed prior to delivering documents to the Agency.*
8. *The adequacy of the Respondent's proposed approach to incorporating escalation procedures for risks and issues, and performance improvement processes in the QA Plan.*
9. *The adequacy of the Respondent's proposed approach to deliverable management for initial deliverables and for deliverables produced under task orders.*
10. *The adequacy of the Respondent's proposed approach to developing and submitting a Deliverable Expectation Document (DED) to include the Vendor's proposed format and content, within five (5) business days of the Agency's approval to commence work on a deliverable.*
11. *The adequacy of the Respondent's proposed approach to managing revisions to deliverables requested by the Agency, conducting walk-throughs of the DED with the Agency, and utilizing and maintaining the Agency's SharePoint repository for document management for deliverables and work products.*
12. *The adequacy of the Respondent's proposed approach to developing and documenting a SEAS Turnover Plan, addressing all requirements in **Attachment B**, Scope of Services, **Section B.9.**, SEAS Management, **Sub-Section D.**, SEAS Turnover.*

**Score:** *This Section is worth a maximum of 60 raw points with each of the above components being worth a maximum of 5 points each.*

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

**Category 8: System Functionality Requirements**

**SRC #8: System Functionality**

**The Respondent shall demonstrate its capability and approach to provide the System Functionality Requirements described in Attachment A, Instructions and Special Conditions, Section A.2., Special Terms and Conditions, Sub-Section O., System Functionality.**

Response:

*SRC #8 Evaluation Criteria:*

- 1. The adequacy of the Respondent's capability and approach to have the capacity (hardware, software, and personnel) sufficient to access and generate all data and reports needed for the Contract resulting from this solicitation.*
- 2. The adequacy of the Respondent's capability and approach to comply with the Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health (HITECH) Act.*
- 3. The adequacy of the Respondent's capability and approach to have protocols and internal procedures for ensuring system security and the confidentiality of recipient identifiable data.*

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

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

**Category 9: Information Technology Requirements**

**SRC #9: Information Technology**

The Respondent shall demonstrate its capability and approach to provide the Information Technology Requirements described in Attachment A, Instructions and Special Conditions, Section A.2., Special Terms and Conditions, Sub-Section P., Information Technology.

Response:

*SRC #9 Evaluation Criteria:*

*The adequacy of the Respondent's capability and approach to meet the Information Technology Requirements described in **Attachment A**, Instructions and Special Conditions, **Section A.2.**, Special Terms and Conditions, **Sub-Section P.**, Information Technology.*

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

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

**Category 10: Security Rating Score Requirements**

**SRC #10: Security Rating Score**

The Respondent shall demonstrate its capability and approach to meet the requirements described in Attachment A, Instructions and Special Conditions, Section A.2., Special Terms and Conditions, Sub-Section P., Information Technology, Item 10.

Response:

*SRC #10 Evaluation Criteria:*

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

- a. a top tier security rating score.*
- b. a middle tier security rating score.*
- c. a bottom tier security rating score.*

**Score:** *This Section is worth a maximum of 5 raw points using the scoring scale outlined below:*

- (a) 5 points for a top tier security rating score.*
- (b) 3 points for a middle tier security rating score.*
- (c) 0 points for a bottom tier security rating score.*

## EXHIBIT A-5 COST PROPOSAL

- A. Where indicated in **Table A**, Initial Deliverables, below, the Respondent shall propose a fixed cost to complete each Initial Deliverable as specified in **Attachment B**, Scope of Services.
- B. Where indicated in **Table B**, Pass-Through Costs, below, the Respondent shall propose a fixed cost for pass-through items.
- C. The Respondent must include the required detailed budget as **Exhibit A-5A** with this Cost Proposal to support and justify its proposed fixed costs for initial deliverables and for pass-through items.

TABLE A INITIAL DELIVERABLES	
<b>Proposed Initial Deliverables Fixed Cost</b>	\$
TABLE B PASS-THROUGH COSTS	
<b>Proposed Pass-Through Fixed Cost</b>	\$

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.

\_\_\_\_\_  
Prospective Vendor's Name

\_\_\_\_\_  
Name and Title of Authorized Official

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

\_\_\_\_\_  
Date

**COST PROPOSALS WILL NOT BE EVALUATED DURING THE EVALUATION PHASE. THE AGENCY WILL REVIEW AND CONSIDER THE COST PROPOSALS SUBMITTED BY RESPONDENTS WHO ARE INVITED TO NEGOTIATIONS DURING THE NEGOTIATION PHASE FOR REASONABLENESS AND COST-EFFECTIVENESS.**

**THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO EXHIBIT A-5, COST PROPOSAL, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. FAILURE TO SUBMIT EXHIBIT A-5, COST PROPOSAL, SIGNED BY AN AUTHORIZED OFFICIAL, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. EXHIBIT A-5, COST PROPOSAL, IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT:**  
[HTTP://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SHTML](http://ahca.myflorida.com/procurements/index.shtml).

**EXHIBIT A-5A  
DETAILED BUDGET**

The following detailed budget shall include costs required for providing the services specified in this solicitation, and shall support and justify the initial deliverables and pass-through costs as provided in Exhibit A-5, Cost Proposal. Exhibit B-1, Staff Positions, shall be used to select proposed staff positions for the Staff Costs-Hourly Rate sections below. Insert additional rows as needed to include all proposed staff positions. The Non-Reimbursable Items' costs will be used by the Agency for negotiation purposes.

DESCRIPTION OF EXPENSES	YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR	YEAR FIVE
<b>INITIAL DELIVERABLES (fixed cost)</b>					
O-1: SEAS Management Plan		N/A	N/A	N/A	N/A
S-1: Enterprise Systems Governance Plan		N/A	N/A	N/A	N/A
S-2: Enterprise Systems Strategic Planning Training Program		N/A	N/A	N/A	N/A
S-3: Enterprise Systems Strategic Plan		N/A	N/A	N/A	N/A
S-4: Strategic Project Portfolio Management Plan		N/A	N/A	N/A	N/A
P-1: Revised MITA State Self-Assessment and Update Process		N/A	N/A	N/A	N/A
P-2: MES Project Management Standards		N/A	N/A	N/A	N/A
P-3: MES Project Management Toolkit		N/A	N/A	N/A	N/A
P-4: Medicaid Enterprise Certification Management Plan		N/A	N/A	N/A	N/A
T-1: Data Management Strategy		N/A	N/A	N/A	N/A
T-2: Information Architecture Documentation		N/A	N/A	N/A	N/A
T-3: Data Standards		N/A	N/A	N/A	N/A
T-4: Technical Management Strategy		N/A	N/A	N/A	N/A
T-5: Technology Architecture Documentation		N/A	N/A	N/A	N/A
T-6: Technology Standards		N/A	N/A	N/A	N/A
T-7: Design and Implementation Management Standards		N/A	N/A	N/A	N/A
T-8: Enterprise Data Security Plan		N/A	N/A	N/A	N/A
<b>TOTAL INITIAL DELIVERABLES:</b>	<b>\$0.00</b>	N/A	N/A	N/A	N/A

**EXHIBIT A-5A  
DETAILED BUDGET**

DESCRIPTION OF EXPENSES	YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR	YEAR FIVE
<b>STAFF COSTS - HOURLY RATES</b>					
<b>SEAS Organization:</b>					
Position Title: SEAS Director					
Position Title:					
Position Title:					
Position Title:					
<b>Strategic Domain:</b>					
Position Title: Strategic Project Manager					
Position Title:					
Position Title:					
Position Title:					
Position Title:					
<b>Programmatic Domain:</b>					
Position Title: Programmatic Project Manager					
Position Title:					
Position Title:					
Position Title:					
Position Title:					
Position Title:					
<b>Technical Domain:</b>					
Position Title: Technical Project Manager/Enterprise Architect:					
Position Title:					
Position Title:					
Position Title:					



**EXHIBIT A-5A  
DETAILED BUDGET**

DESCRIPTION OF EXPENSES	YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR	YEAR FIVE
<b>PASS-THROUGH COSTS*</b>					
MITA Tracking Tool		N/A	N/A	N/A	N/A
Medicaid Enterprise Certification Tracking Tool		N/A	N/A	N/A	N/A
Enterprise Data Security Tracking Tool		N/A	N/A	N/A	N/A
<b>TOTAL PASS-THROUGH COSTS*:</b>	<b>\$0.00</b>	N/A	N/A	N/A	N/A

**EXHIBIT A-5A  
DETAILED BUDGET**

DESCRIPTION OF EXPENSES	RENEWAL YEAR ONE	RENEWAL YEAR TWO	RENEWAL YEAR THREE	RENEWAL YEAR FOUR	RENEWAL YEAR FIVE
<b>STAFF COSTS – HOURLY RATE</b>					
<b>SEAS Organization</b>					
Position Title: SEAS Director					
Position Title:					
Position Title:					
Position Title:					
<b>Strategic Domain:</b>					
Position Title: Strategic Project Manager					
Position Title:					
Position Title:					
Position Title:					
<b>Programmatic Domain</b>					
Position Title: Programmatic Project Manager					
Position Title:					
Position Title:					
Position Title:					
Position Title:					
Position Title:					
<b>Technical Domain:</b>					
Position Title: Technical Project Manager/Enterprise Architect					
Position Title:					
Position Title:					
Position Title:					

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

**EXHIBIT A-5A  
DETAILED BUDGET**

Non-Reimbursable Items	Cost
Office Space	
Telecommunications	
Travel	
Other (specify):	

\_\_\_\_\_  
Prospective Vendor's Name

\_\_\_\_\_  
Name and Title of Authorized Official

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

\_\_\_\_\_  
Date

**COST PROPOSALS WILL NOT BE EVALUATED DURING THE EVALUATION PHASE. THE AGENCY WILL REVIEW AND CONSIDER THE COST PROPOSALS SUBMITTED BY RESPONDENTS WHO ARE INVITED TO NEGOTIATIONS DURING THE NEGOTIATION PHASE FOR REASONABLENESS AND COST-EFFECTIVENESS.**

**THE PROPOSED HOURLY RATES FOR STAFF COSTS WILL BE APPLIED TO TASK ORDERS FOR SEAS SERVICES AS SPECIFIED IN THIS SOLICITATION.**

**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.**

**THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO EXHIBIT A-5A, DETAILED BUDGET, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. FAILURE TO SUBMIT EXHIBIT A-5A, DETAILED BUDGET, SIGNED BY AN AUTHORIZED OFFICIAL, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. EXHIBIT A-5A, DETAILED BUDGET, IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT: [HTTP://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SHTML](http://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SHTML)**

**EXHIBIT A-6**  
**RESPONDENT ATTESTATION FOR RESPONSE SUBMISSION**

Respondents shall sign and return the below attestation with their Response submission, **OR**  
**THE RESPONSE WILL BE REJECTED.**

**RESPONDENT ATTESTATION FOR RESPONSE SUBMISSION**

- I hereby certify that no modification and/or alteration has been made to the template, narrative and/or instructions contained in **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response).
- I understand the Agency will not consider supplemental Response narrative for evaluation which is not contained within the Response Sections contained in **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response).

\_\_\_\_\_  
Prospective Vendor's Name

\_\_\_\_\_  
Name and Title of Authorized Official

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

\_\_\_\_\_  
Date

**IN THE EVENT THE AGENCY DETERMINES THE RESPONDENT HAS MODIFIED AND/OR ALTERED EXHIBIT A-4, SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE), AND/OR HAS OTHERWISE CIRCUMVENTED THE AGENCY'S PRESCRIBED ALLOWANCES FOR RESPONSE SUBMISSION, THE AGENCY WILL REJECT THE RESPONSE.**

**THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO EXHIBIT A-6, RESPONDENT ATTESTATION FOR RESPONSE SUBMISSION, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. FAILURE TO SUBMIT EXHIBIT A-6, RESPONDENT ATTESTATION FOR RESPONSE SUBMISSION, SIGNED BY AN AUTHORIZED OFFICIAL, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. EXHIBIT A-6, RESPONDENT ATTESTATION FOR RESPONSE SUBMISSION, IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT:**

**[HTTP://AHCA.MYFLORIDA.COM/PROCUREMENTS/INDEX.SHTML](http://ahca.myflorida.com/procurements/index.shtml).**

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## EXHIBIT A-7 CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

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

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

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

\_\_\_\_\_  
Prospective Vendor's Name

\_\_\_\_\_  
Name and Title of Authorized Official

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

\_\_\_\_\_  
Date

**EXHIBIT A-8  
STANDARD CONTRACT**

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

**All prospective Vendors should review the proposed contract language contained below. In responding to this solicitation, a prospective Vendor has agreed to accept the terms and conditions of the Contract contained in this Exhibit. The Agency reserves the right to make modifications to this Contract if it is deemed to be in the best interest of the Agency or the State of Florida. Note: If this Contract is funded with Federal funds, additional terms and conditions may be included at the time of contract award based on the specific Federal requirements.**

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

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## EXHIBIT A-8 STANDARD CONTRACT

### I. THE VENDOR HEREBY AGREES:

#### A. General Provisions

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

#### B. Florida Department of State

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

#### C. MyFloridaMarketPlace

1. Each Vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012, Florida Statutes (F.S.), shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.030, Florida Administrative Code (F.A.C.), unless exempt under Rule 60A-1.030(3), F.A.C.
2. This Contract has been exempted by the Florida Department of Management Services from paying the transaction fee per Rule 60A-1.032(2)(a and b), F.A.C.

#### D. Federal Laws and Regulations

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



## EXHIBIT A-8 STANDARD CONTRACT

### E. Prohibition of Gratuities

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

### F. Audits/Monitoring

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

## **EXHIBIT A-8 STANDARD CONTRACT**

### **G. Inspection of Records and Work Performed**

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

### **H. Accounting**

1. To maintain an accounting system and employ accounting procedures and practices that conform to generally accepted accounting principles and standards. All charges applicable to this Contract shall be readily ascertainable from such records.

## EXHIBIT A-8 STANDARD CONTRACT

2. To submit annual financial audits (or parent organization's annual financial audits with organizational chart) to the Agency within thirty (30) calendar days of receipt.

### I. Public Records Requests

1. To comply with Section 119.0701, F.S., if applicable, and all other applicable parts of the Florida Public Records Act.
2. To keep and maintain public records that ordinarily and necessarily would be required in order to perform services under this Contract.
3. To provide the public with access to public records on the same terms and conditions that the Agency would provide the records and at a cost that does not exceed the cost provided in Section 119.07, F.S., or as otherwise provided by law.
4. To upon request from the appropriate Agency custodian of public records, provide the Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost in Section 119.07, F.S., or as otherwise provided by law.
5. To ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract term and following completion of this Contract if the Vendor does not transfer the records to the Agency.
6. To not collect an individual's social security number unless the Vendor has stated in writing the purpose for its collection. The Vendor collecting an individual's social security number shall provide a copy of the written statement to the Agency and otherwise comply with applicable portions of Section 119.071(5), F.S.
7. To meet all requirements for retaining public records and transfer, at no cost, to the Agency all public records in possession of the Vendor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency.
8. If the Vendor does not comply with a public records request, the Agency shall enforce Contract provisions in accordance with this Contract.
9. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AGENCY CUSTODIAN OF PUBLIC RECORDS FOR THIS**

## **EXHIBIT A-8 STANDARD CONTRACT**

**CONTRACT. THE AGENCY CUSTODIAN OF PUBLIC RECORDS FOR THIS CONTRACT IS THE CONTRACT MANAGER.**

### **J. Communications**

1. Notwithstanding any term or condition of this Contract to the contrary, the Vendor bears sole responsibility for ensuring that its performance of this Contract fully complies with all State and Federal law governing the monitoring, interception, recording, use or disclosure of wire, oral or electronic communications, including but not limited to the Florida Security of Communications Act, Section 934.01, et seq., F.S.; and the Electronic Communications Privacy Act, 18 U.S.C. Section 2510 et seq. (hereafter, collectively, "Communication Privacy Laws").
2. Prior to intercepting, recording or monitoring any communications which are subject to Communication Privacy Laws, the Vendor must:
  - a. Submit a plan which specifies in detail the manner in which the Vendor will ensure that such actions are in full compliance with Communication Privacy Laws (the "Privacy Compliance Plan"); and
  - b. Obtain written approval, signed and notarized by the Agency Contract Manager, approving the Privacy Compliance Plan.
3. No modifications to an approved Privacy Compliance Plan may be implemented by the Vendor unless an amended Privacy Compliance Plan is submitted to the Agency, and written approval of the amended Privacy Compliance Plan is signed and notarized by the Agency Contract Manager. Agency approval of the Vendor's Privacy Compliance Plan in no way constitutes a representation by the Agency that the Privacy Compliance Plan is in full compliance with applicable Communication Privacy Laws, or otherwise shifts or diminishes the Vendor's sole burden to ensure full compliance with applicable Communication Privacy Laws in all aspects of the Vendor's performance of this Contract. Violation of this term may result in sanctions to include termination of this Contract and/or liquidated damages.
4. The Vendor agrees that it is the custodian of any and all recordings for purposes of the Public Records Act, Chapter 119, F.S., and is solely responsible for responding to any public records requests for recordings. This responsibility includes gathering, redaction, duplication and provision of the recordings as well as defense of any actions for enforcement brought pursuant to Section 119.11, F.S.

### **K. Background Screening**

1. To ensure that all Vendor employees including managing employees that have direct access to personally identifiable information (PII), protected health information (PHI), or financial information have a County, State, and Federal criminal background screening comparable to a level 2 background screening

## EXHIBIT A-8 STANDARD CONTRACT

as described in Section 435.04, F.S., completed with results prior to employment.

2. Per Section 435.04(1)(a), F.S., level 2 screening standards include, but need not be limited to, fingerprinting for statewide criminal history records checks through the Department of Law Enforcement, and national criminal history records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
3. If the Vendor employee or managing employee was employed prior to the execution of this Contract, the Vendor shall ensure that the County, State, and Federal criminal background screening comparable to a level 2 background screening is completed with results prior to the employee accessing any PII, PHI, or financial information.
4. Any Vendor employee or managing employee with background results that are unacceptable to the State as described in Section 435.04, F.S., or related to the criminal use of PII as described in Section 817, F.S., or has been subject to criminal penalties for the misuse of PHI under 42 U.S.C. 1320d-5, or has been subject to criminal penalties for the offenses described in Section 812.0195, F.S., Section 815, F.S., Section 815.04, F.S., or Section 815.06, F.S., shall be denied employment or be immediately dismissed from performing services under this Contract by the Vendor unless an exemption is granted.
5. Direct access is defined as having, or expected to have, duties that involve access to PII, PHI, or financial information by any means including, but not limited to, network shared drives, email, telephone, mail, computer systems, and electronic or printed reports.
6. To ensure that all Vendor employees including managing employees that have direct access to any PII, PHI or financial information have a County, State, and Federal criminal background screening comparable to a level 2 background screening completed with results every five (5) years.
7. To develop and submit policies and procedures related to this criminal background screening requirement to the Agency for review and approval within thirty (30) calendar days of this Contract execution. The Vendor's policies and procedures shall include a procedure to grant an exemption from disqualification for disqualifying offenses revealed by the background screening, as described in Section 435.07, F.S.
8. To keep a record of all background screening records to be available for Agency review upon request.
9. Failure to comply with background screening requirements shall subject the Vendor to liquidated damages as described **Attachment I**, Scope of Services.

### **L. Monitoring**

1. To provide reports as specified in **Attachment I**, Scope of Services. These reports will be used for monitoring progress or performance of the contractual

## EXHIBIT A-8 STANDARD CONTRACT

services as specified in **Attachment I**, Scope of Services.

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

### **M. Indemnification**

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

1. Scope. The Duty to Indemnify and the Duty to Defend, as described herein (collectively known as the "Duty to Indemnify and Defend"), extend to any completed, actual, pending or threatened action, suit, claim or proceeding, whether civil, criminal, administrative or investigative (including any action by or in the right of the Vendor), and whether formal or informal, in which the Agency is, was or becomes involved and which in any way arises from, relates to or concerns the Vendor's acts or omissions related to this Contract (inclusive of all attachments, etc.) (collectively "Proceeding").
  - a. Duty to Indemnify. The Vendor agrees to hold harmless and indemnify the Agency to the full extent permitted by law against any and all liability, claims, actions, suits, judgments, damages and costs of whatsoever name and description, including attorneys' fees, arising from or relating to any Proceeding.
  - b. Duty to Defend. With respect to any Proceeding, the Vendor agrees to fully defend the Agency and shall timely reimburse all of the Agency's legal fees and costs; provided, however, that the amount of such

## EXHIBIT A-8 STANDARD CONTRACT

payment for attorneys' fees and costs is reasonable pursuant to rule 4-1.5, Rules Regulating The Florida Bar. The Agency retains the exclusive right to select, retain and direct its defense through defense counsel funded by the Vendor pursuant to the Duty to Indemnify and Defend the Agency.

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

### **N. Insurance**

1. To the extent required by law, the Vendor shall be self-insured against, or shall secure and maintain during the life of this Contract, Worker's Compensation Insurance for all its employees connected with the work of this Contract and, in case any work is subcontracted, the Vendor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under this Contract are covered by the Vendor's self-insurance program. Such self-insurance or insurance coverage shall comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Vendor under this Contract and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Vendor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Agency, for the protection of its employees not otherwise protected.

## **EXHIBIT A-8 STANDARD CONTRACT**

2. The Vendor shall secure and maintain Commercial General Liability insurance including bodily injury, property damage, personal and advertising injury and products and completed operations. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Contract, whether such services and/or operations are by the Vendor or anyone directly, or indirectly employed by it. Such insurance shall include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of this Contract and hold the State of Florida harmless from subrogation. The Vendor shall set the limits of liability necessary to provide reasonable financial protections to the Vendor and the State of Florida under this Contract.
3. All insurance policies shall be with insurers licensed or eligible to transact business in the State of Florida. The Vendor's current insurance policy(ies) shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days written notice. The Vendor shall provide thirty (30) calendar days written notice of cancellation to the Agency's Contract Manager.
4. The Vendor shall submit insurance certificates evidencing such insurance coverage prior to execution of this Contract.

### **O. Assignments and Subcontracts**

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

### **P. Subcontracting**

1. To not subcontract, assign, or transfer any work identified under this Contract, without prior written consent of the Agency.
2. All subcontracts must comply with applicable State and/or Federal law.
3. The Agency encourages Vendors to partner with subcontractors who can provide best value and the best in class solutions. However, the Vendor is responsible for all work performed under this Contract. No subcontract that the Vendor enters into with respect to performance under this Contract shall in any way relieve the Vendor of any responsibility for performance of its duties. The Vendor shall assure that all tasks related to the subcontract are performed in accordance with the terms of this Contract. If the Agency determines, at any time, that a subcontract is not in compliance with a Contract requirement, the Vendor shall promptly revise the subcontract to bring it into compliance. In addition, the Vendor may be subject to sanctions and/or liquidated damages pursuant to this Contract and Section 409.912(6), F.S. (related to sanctions).
4. All payments to subcontractors will be made by the Vendor.



## **EXHIBIT A-8 STANDARD CONTRACT**

5. To be responsible for monitoring the subcontractor's performance. The results of the monitoring shall be provided to the Agency's Contract Manager, fourteen (14) business days after the end of each month or as specified by the Agency. If the subcontractor's performance does not meet the Agency's performance standard according to the Agency's monitoring report or the Vendor's monitoring report, an improvement plan must be submitted to the Vendor and the Agency within fourteen (14) business days of the deficient report.
6. The State supports and encourages supplier diversity and the participation of small and minority business enterprises in State contracting, both as Vendors and subcontractors. The Agency supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this Contract enthusiastically embrace diversity. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Vendors can contact the Office of Supplier Diversity at (850) 487-0915 or online at <http://osd.dms.state.fl.us/> for information on minority Vendors who may be considered for subcontracting opportunities.
7. A minority owned business is defined as any business enterprise owned and operated by the following ethnic groups: African American (Certified Minority Code H or Non-Certified Minority Code N); Hispanic American (Certified Minority Code I or Non-Certified Minority Code O); Asian American (Certified Minority Code J or Non-Certified Minority Code P); Native American (Certified Minority Code K or Non-Certified Minority Code Q); or American Woman (Certified Minority Code M or Non-Certified Minority Code R).

### **Q. Return of Funds**

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

### **R. Purchasing**

#### **1. P.R.I.D.E.**

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

## **EXHIBIT A-8 STANDARD CONTRACT**

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

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

### **2. RESPECT of Florida**

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

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

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

### **S. Procurement of Products or Materials with Recycled Content**

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

### **T. Civil Rights Requirements/Vendor Assurance**

The Vendor assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 United States Code (U.S.C.) 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex.

## **EXHIBIT A-8 STANDARD CONTRACT**

4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
5. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
6. The Americans with Disabilities Act of 1990, Public Law (P.L.) 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
7. Chapter 409, F.S.
8. Rule 62-730.160, F.A.C. pertaining to standards applicable to generators of hazardous waste.
9. All applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 United States Code (U.S.C.) 7401 et seq.
10. The Medicare-Medicaid Fraud and Abuse Act of 1978.
11. Other Federal omnibus budget reconciliation acts.
12. The Balanced Budget Act of 1997.
13. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

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

### **U. Equal Employment Opportunity (EEO) Compliance**

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

### **V. Discrimination**

Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid, Proposal, or Reply on a contract to provide any goods or services to a public entity; may not submit a Bid, Proposal, or Reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, Proposals, or Replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier,

## EXHIBIT A-8 STANDARD CONTRACT

subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

### **W. Requirements of Section 287.058, Florida Statutes**

1. To submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof.
2. Where applicable, to submit bills for any travel expenses in accordance with Section 112.061, F.S. The Agency may establish rates lower than the maximum provided in Section 112.061, F.S.
3. To provide units of deliverables, including reports, findings, and drafts, in writing and/or in an electronic format agreeable to both Parties, as specified in **Attachment I**, Scope of Services, to be received and accepted by the Contract Manager prior to payment.
4. To comply with the criteria and final date, as specified herein, by which such criteria must be met for completion of this Contract.
5. This Contract shall begin upon execution by both Parties or **BEGIN DATE**, (whichever is later) and end on **END DATE**, inclusive.
6. In accordance with Section 287.057(13), F.S., this Contract may be renewed for a period that may not exceed three (3) years or the term of the original Contract, whichever period is longer. Renewal of this Contract shall be in writing and subject to the same terms and conditions set forth in the initial Contract. A renewal Contract may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the Agency, are subject to the availability of funds, and optional to the Agency.
7. If this Contract is renewed, it is the Agency's policy to reduce the overall payment amount by the Agency to the Vendor by at least five percent (5%) during the period of this Contract renewal, unless it would affect the level and quality of services.
8. The Vendor agrees that the Agency may unilaterally cancel this Contract for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with this Contract, unless the records are exempt from Section 24(a) of Article I of the State Constitution and the Florida Public Records Act, Chapter 119, F.S.
9. To comply with Patents, Royalties, Copyrights, Right to Data, and Works for Hire/Software requirements as follows:
  - a. The Vendor, without exception, shall indemnify and hold harmless the Agency and its employees from liability of any nature or kind, including

## **EXHIBIT A-8 STANDARD CONTRACT**

cost and expenses for or on account of any copyrighted, patented, or unattended invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the Vendor or is based solely and exclusively upon the Agency's alteration of the article.

- b.** The Agency will provide prompt written notification of a claim of copyright or patent infringement and shall afford the Vendor full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending, the Vendor may, at its option and expense procure for the Agency the right to continue the use of, replace or modify the article to render it non-infringing (if none of the alternatives is reasonably available, the Agency agrees to return the article on request to the Vendor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction).
- c.** If the Vendor brings to the performance of this Contract a pre-existing patent, patent-pending and/or copyright, at the time of Contract execution, the Vendor shall retain all rights and entitlements to that pre-existing patent, patent-pending and/or copyright, unless this Contract provides otherwise.
- d.** If the Vendor uses any design, device, or materials covered by letter, patent, or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. Prior to the initiation of services under this Contract, the Vendor shall disclose, in writing, all intellectual properties relevant to the performance of this Contract which the Vendor knows, or should know, could give rise to a patent or copyright. The Vendor shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Agency will then have the right to all patents and copyrights which arise as a result of performance under this Contract as provided in this Sub-Section.
- e.** If any discovery or invention arises or is developed in the course of, or as a result of, work or services performed under this Contract, or in any way connected herewith, the Vendor shall refer the discovery or invention to the Agency for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to the State of Florida. All materials to which the Agency is to have patent rights or copyrights shall be marked and dated by the Vendor in such a manner as to preserve and protect the legal rights of the Agency.
- f.** Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic

## **EXHIBIT A-8 STANDARD CONTRACT**

representation and works of any similar nature, the Agency has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Agency to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, shall vest in the State of Florida, Department of State for the exclusive use and benefit of the State. Pursuant to Section 286.021, F.S., no person, firm, corporation, including parties to this Contract shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida Department of State.

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

## **EXHIBIT A-8 STANDARD CONTRACT**

**k.** The terms and conditions specified in this Sub-Section shall also apply to any subcontract made under this Contract. The Vendor shall be responsible for informing the subcontractor of the provisions of this Sub-Section and obtaining disclosures.

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

### **X. Sponsorship**

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

### **Y. Final Invoice**

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

### **Z. Use Of Funds For Lobbying Prohibited**

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

### **AA. Public Entity Crime**

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

### **BB. Health Insurance Portability and Accountability Act**

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

## **EXHIBIT A-8 STANDARD CONTRACT**

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

### **CC. Confidentiality of Information**

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



## EXHIBIT A-8 STANDARD CONTRACT

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

### **DD. Employment**

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

### **EE. Work Authorization Program**

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

### **FF. Scrutinized Companies Lists**

The Vendor shall complete **Attachment V**, Vendor Certification Regarding Scrutinized Companies Lists, certifying that it 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, created pursuant to Section 215.473, F.S. Pursuant to Section 287.135(5), F.S., the Vendor agrees the Agency may immediately terminate this Contract for cause if the Vendor is found to have submitted a false certification or if the Vendor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of this Contract.

## **II. THE AGENCY HEREBY AGREES:**

### **A. Contract Amount**

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

## **EXHIBIT A-8 STANDARD CONTRACT**

### **B. Contract Payment**

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

### **III. THE VENDOR AND AGENCY HEREBY MUTUALLY AGREE:**

#### **A. Termination**

##### **1. Termination at Will**

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

##### **2. Termination Due To Lack of Funds**

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

##### **3. Termination for Breach**

a. Unless the Vendor's breach is waived by the Agency in writing, the Agency may, by written notice to the Vendor, terminate this Contract upon no less than twenty four (24) clock hours' written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the Agency may employ the default provisions in Rule 60A-1.006(3), F.A.C.

## EXHIBIT A-8 STANDARD CONTRACT

- b. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit the Agency's right to remedies at law or to damages.

### **B. Contract Managers**

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

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

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

Name  
Address  
City, State Zip Code  
Phone Number

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

### **C. Renegotiation or Modification**

- 1. Modifications of provisions of this Contract shall only be valid when they have been reduced to writing and duly signed during the term of this Contract. The Parties agree to renegotiate this Contract if Federal and/or State revisions of any applicable laws, or regulations make changes in this Contract necessary.

- 2. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Agency's operating budget.

- 3. **Preferred Pricing**

The Vendor represents and warrants that the prices and terms for its services under this Contract are no less favorable to the Agency than those for similar services under any existing contract with any other party. The Vendor further agrees that, within ninety (90) calendar days of the Vendor entering into a contract or contract amendment or offering to any other party services similar to those under this Contract under prices or terms more favorable than those provided in this Contract, the Vendor will report such prices and terms to the Agency, which prices or terms shall be effective as an amendment to this Contract upon the Agency's written acceptance thereof. Should the Agency discover such other prices or terms, the same shall be effective as an

## EXHIBIT A-8 STANDARD CONTRACT

amendment to this Contract retroactively to the earlier of the effective date of this Contract (for other contracts in effect as of that date) or the date they were first contracted or offered to the other party (for subsequent contracts, amendments or offers) and any payment in excess of such pricing shall be deemed overpayments. The Vendor shall submit an affidavit no later than July 31<sup>st</sup> of each year during the term of this Contract attesting that the Vendor is in compliance with this provision, as required by Section 216.0113, F.S.

### **D. Name, Mailing and Street Address of Payee**

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

Name  
Address  
City, State Zip Code

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

Name  
Address  
City, State Zip Code

### **E. All Terms and Conditions**

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

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

**EXHIBIT A-8  
STANDARD CONTRACT**

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

**VENDOR NAME**

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

SIGNED BY: **SAMPLE**

SIGNED BY: **SAMPLE**

NAME: **NAME**

NAME: **NAME**

TITLE: **TITLE**

TITLE: **TITLE**

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

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

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

VENDOR FISCAL YEAR ENDING DATE: **DATE**

List of Attachments included as part of this Contract:

Specify Type	Letter/ Number	Description
<b>Attachment</b>	<b>I</b>	Scope of Services ( <b>NUMBER</b> Pages)
<b>Attachment</b>	<b>II</b>	Business Associate Agreement (4 Pages)
<b>Attachment</b>	<b>III</b>	Certification Regarding Lobbying (1 Page)
<b>Attachment</b>	<b>IV</b>	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts (1 Page)
<b>Attachment</b>	<b>V</b>	Vendor Certification Regarding Scrutinized Companies Lists (1 Page)

# EXHIBIT A-8 STANDARD CONTRACT

## ATTACHMENT II

### BUSINESS ASSOCIATE AGREEMENT

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

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

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

## EXHIBIT A-8 STANDARD CONTRACT

4. Use and Disclosure of Information for Management, Administration, and Legal Responsibilities. The Vendor is permitted to use and disclose protected health information received from the Agency for the proper management and administration of the Vendor or to carry out the legal responsibilities of the Vendor, in accordance with 45 C.F.R. 164.504(e)(4). Such disclosure is only permissible where required by law, or where the Vendor obtains reasonable assurances from the person to whom the protected health information is disclosed that: (1) the protected health information will be held confidentially, (2) the protected health information will be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and (3) the person notifies the Vendor of any instance of which it is aware in which the confidentiality of the protected health information has been breached.
5. Disclosure to Third Parties. The Vendor will not divulge, disclose, or communicate protected health information to any third party for any purpose not in conformity with this Contract without prior written approval from the Agency. The Vendor shall ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the Vendor on behalf of, the Agency agrees to the same terms, conditions, and restrictions that apply to the Vendor with respect to protected health information. The Vendor's subcontracts shall fully comply with the requirements of 45 CFR 164.314(a)(2)(iii).
6. Access to Information. The Vendor shall make protected health information available in accordance with federal and state law, including providing a right of access to persons who are the subjects of the protected health information in accordance with 45 C.F.R. 164.524.
7. Amendment and Incorporation of Amendments. The Vendor shall make protected health information available for amendment and to incorporate any amendments to the protected health information in accordance with 45 C.F.R. 164.526.
8. Accounting for Disclosures. The Vendor shall make protected health information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528. The Vendor shall document all disclosures of protected health information as needed for the Agency to respond to a request for an accounting of disclosures in accordance with 45 C.F.R. 164.528.
9. Access to Books and Records. The Vendor shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Vendor on behalf of the Agency, available to the Secretary of the Department of Health and Human Services ("HHS") or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations.
10. Reporting. The Vendor shall make a good faith effort to identify any use or disclosure of protected health information not provided for in this Contract.
  - 10a. To Agency. The Vendor will report to the Agency, within ten (10) business days of discovery, any use or disclosure of protected health information not provided for in this Contract of which the Vendor is aware. The Vendor will report to the Agency, within twenty-four (24) hours of discovery, any security incident of which the Vendor is aware. A violation of this paragraph shall be a material violation of this Contract. Such notice shall include the identification of each individual whose unsecured protected health

## EXHIBIT A-8 STANDARD CONTRACT

information has been, or is reasonably believed by the Vendor to have been, accessed, acquired, used, or disclosed during such breach.

- 10b. To Individuals. In the case of a breach of protected health information discovered by the Vendor, the Vendor shall first notify the Agency of the pertinent details of the breach and upon prior approval of the Agency shall notify each individual whose unsecured protected health information has been, or is reasonably believed by the Vendor to have been, accessed, acquired, used or disclosed as a result of such breach. Such notification shall be in writing by first-class mail to the individual (or the next of kin if the individual is deceased) at the last known address of the individual or next of kin, respectively, or, if specified as a preference by the individual, by electronic mail. Where there is insufficient, or out-of-date contract information (including a phone number, email address, or any other form of appropriate communication) that precludes written (or, if specifically requested, electronic) notification to the individual, a substitute form of notice shall be provided, including, in the case that there are 10 or more individuals for which there is insufficient or out-of-date contact information, a conspicuous posting on the Web site of the covered entity involved or notice in major print or broadcast media, including major media in the geographic areas where the individuals affected by the breach likely reside. In any case deemed by the Vendor to require urgency because of possible imminent misuse of unsecured protected health information, the Vendor may also provide information to individuals by telephone or other means, as appropriate.
- 10c. To Media. In the case of a breach of protected health information discovered by the Vendor where the unsecured protected health information of more than 500 persons is reasonably believed to have been, accessed, acquired, used, or disclosed, after prior approval by the Agency, the Vendor shall provide notice to prominent media outlets serving the State or relevant portion of the State involved.
- 10d. To Secretary of Health and Human Services (HHS). The Vendor shall cooperate with the Agency to provide notice to the Secretary of HHS of unsecured protected health information that has been acquired or disclosed in a breach.
- (i) Vendors Who Are Covered Entities. In the event of a breach by a contractor or subcontractor of the Vendor, and the Vendor is a HIPAA covered entity, the Vendor shall be considered the covered entity for purposes of notification to the Secretary of HHS pursuant to 45 CFR 164.408. The Vendor shall be responsible for filing the notification to the Secretary of HHS and will identify itself as the covered entity in the notice. If the breach was with respect to 500 or more individuals, the Vendor shall provide a copy of the notice to the Agency, along with the Vendor's breach risk assessment for review at least 15 business days prior to the date required by 45 C.F.R. 164.408 (b) for the Vendor to file the notice with the Secretary of HHS. If the breach was with respect to less than 500 individuals, the Vendor shall notify the Secretary of HHS within the notification timeframe imposed by 45 C.F.R. 164.408(c) and shall contemporaneously submit copies of said notifications to the Agency.
- 10e. Content of Notices. All notices required under this Attachment shall include the content set forth Section 13402(f), Title XIII of the American Recovery and



**EXHIBIT A-8  
STANDARD CONTRACT**

Reinvestment Act of 2009 and 45 C.F.R. 164.404(c), except that references therein to a "covered entity" shall be read as references to the Vendor.

- 10f. Financial Responsibility. The Vendor shall be responsible for all costs related to the notices required under this Attachment.
  
- 11. Mitigation. Vendor shall mitigate, to the extent practicable, any harmful effect that is known to the Vendor of a use or disclosure of protected health information in violation of this Attachment.
  
- 12. Termination. Upon the Agency's discovery of a material breach of this Attachment, the Agency shall have the right to assess liquidated damages as specified elsewhere in the contract to which this Contract is an attachment, and/or to terminate this Contract.
  
- 12a. Effect of Termination. At the termination of this Contract, the Vendor shall return all protected health information that the Vendor still maintains in any form, including any copies or hybrid or merged databases made by the Vendor; or with prior written approval of the Agency, the protected health information may be destroyed by the Vendor after its use. If the protected health information is destroyed pursuant to the Agency's prior written approval, the Vendor must provide a written confirmation of such destruction to the Agency. If return or destruction of the protected health information is determined not feasible by the Agency, the Vendor agrees to protect the protected health information and treat it as strictly confidential.

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

Vendor Name:

Signature **SAMPLE** \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Name and Title of Authorized Signer

**EXHIBIT A-8  
STANDARD CONTRACT**

**ATTACHMENT III**

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

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

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

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

_____ Signature	_____ Date
_____ Name of Authorized Representative	_____ Agency Contract Number
Name and Address of Organization	

**SAMPLE**

**SAMPLE**

**EXHIBIT A-8  
STANDARD CONTRACT**

**ATTACHMENT IV**

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

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

**INSTRUCTIONS**

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

---

**CERTIFICATION**

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

**SAMPLE**

\_\_\_\_\_  
Name and Title of Authorized Signer

**EXHIBIT A-8  
STANDARD CONTRACT**

**ATTACHMENT V  
VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone 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 the Vendor, I hereby certify that the company identified above in the section entitled "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 the 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: _____

**SAMPLE**

**ATTACHMENT B  
SCOPE OF SERVICES**

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# ATTACHMENT B

## SCOPE OF SERVICES

### B.1. General Overview

#### A. Background

The Florida Agency for Health Care Administration (Agency) is preparing for the changing landscape of health care administration and increased use of the Centers for Medicare and Medicaid Services (CMS) Medicaid Information Technology Architecture (MITA) to improve the administration and operation of the Florida Medicaid Enterprise. The current Florida Medicaid Enterprise includes services, business processes, data management and processes, technical processes within the Agency, and interconnections and touch points with systems that reside outside the Agency necessary for administration of the Florida Medicaid program. The current Florida Medicaid Enterprise System (MES) includes the Florida Medicaid Management Information System (FMMIS), Decision Support System (DSS) and other systems operated by different vendors. These systems in the MES interface primarily through the exchange of data files, primarily through Secured File Transfer Protocol. These point-to-point interfaces become more complex and costly as the number of systems and applications increase. The future of the Florida Medicaid Enterprise integration is to allow Florida Medicaid to secure services that can interoperate and communicate without relying on a common platform or technology. Connecting services and infrastructures, and developing integration standards are the next steps for advancing the MES level of MITA maturity and system modularity modernization.

The CMS released the Medicaid Program Final Rule: Mechanized Claims Processing and Information Retrieval Systems in December 2015. This final rule modifies regulations pertaining to 42 Code of Federal Regulations (CFR) 433 and 45 CFR 95.611, effective January 1, 2016. Among other changes, this final rule supports increased use of the MITA Framework. MITA is a CMS initiative that fosters an integrated business and information technology (IT) transformation across the Medicaid enterprise in an effort to improve the administration and operation of the Medicaid program. The Agency documents its high-level plans to increase service interoperability and advance the maturity of the MES in accordance with the MITA Framework in the Florida MES Procurement Strategy document. This document is available for review on the Agency's website located at:

[www.ahca.myflorida.com/medicaid/Operations/Fiscal/FA\\_Procurement\\_Activities.shtml](http://www.ahca.myflorida.com/medicaid/Operations/Fiscal/FA_Procurement_Activities.shtml)

#### B. Purpose

In accordance with the Florida MES Procurement Strategy, the Agency, through the Contract resulting from this solicitation, shall procure a Strategic Enterprise Advisory Services (SEAS) Vendor. The SEAS Vendor shall provide the expertise needed to develop the technical standards and propose solutions for the MES in accordance with the CMS Conditions and Standards, including MITA 3.0, and provide strategic, programmatic, and technical advisory services for the Agency.

**The SEAS Vendor, including any subcontractors to the SEAS Vendor, is precluded from competing for contract award of the upcoming Independent Verification & Validation (IV&V) services; Florida MES Systems Integrator (SI) services; the FMMIS module procurements; the MITA business-aligned module procurements; and any other Florida related MES procurements in accordance with Federal and**

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**State conflict of interest laws.** Potential FMMIS modules and MITA business-aligned modules are documented in the CMS State Medicaid Director (SMD) letter no. 16-010.

### **B.2. Services Provided by the Agency**

The Agency will provide the following to facilitate the Vendor in meeting the requirements of this solicitation and the resulting Contract:

- A.** Provide the successful Vendor access to the appropriate enterprise systems, Agency network, Agency SharePoint repository, provider handbooks, policies, procedures and other documentation, and MES project materials as deemed appropriate by the Agency and as needed by the Vendor, to provide services under the Contract resulting from this solicitation;
- B.** Provide MITA State Self-Assessment documentation from both the 2012 assessment and the update completed in 2014;
- C.** Develop Agency SharePoint repository libraries that shall be used for maintaining MES documentation;
- D.** Provide user and technical training in the appropriate use of Medicaid enterprise systems, if needed;
- E.** Provide clarification and interpretation of the terms and conditions of the Contract resulting from this solicitation, as needed;
- F.** Provide clarification and interpretation of Medicaid policies and procedures and provider handbooks, as needed;
- G.** Identify and facilitate access to Agency participants, stakeholders, business process owners, and any other Agency staff identified in this solicitation, including the Agency's Information Security Manager and the Agency's HIPAA Compliance Officer;
- H.** Assign and dedicate an Agency Contract Manager to coordinate all contract activities between the Agency and the Vendor resulting from this solicitation;
- I.** Perform monitoring of the Contract resulting from this solicitation to enforce Vendor compliance with the resulting Contract requirements and completion of the scope of services;
- J.** Perform timely review of deliverables, project management documents, and any other relevant documents submitted by the Vendor, by approving, denying or requiring specified revision;
- K.** Provide meeting space for meetings relevant to the resulting Contract;
- L.** Attend monthly project status meetings and enterprise governance meetings facilitated by the Vendor; and
- M.** Facilitate access to other MES project stakeholders, including vendors, and the relevant project documents and deliverables.



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### **B.3. Services to be Provided by the Vendor**

Initial deliverables and services shall be developed and provided in accordance with the following:

1. The current edition of the Project Management Institute's (PMI) Standard for Portfolio Management, Standard for Program Management, Project Management Body of Knowledge (PMBOK® Guide);
2. The Agency for State Technology (AST) requirements including the Florida Information Technology Project Management and Oversight Standards described in Florida Administrative Rule 74-1.001 through 74-1.009, Florida Administrative Code (F.A.C.), and the Florida Cybersecurity Standards described in Florida Administrative Rule 74-2.001 through 74-2.006, F.A.C.; and
3. Current MITA Framework.

#### **A. Advisory Services**

1. The Agency requires strategic, technical, and programmatic advisory services in order to develop the Florida MES. During the term of the resulting Contract, the Vendor shall develop and document initial deliverables and shall perform variable and intermittent MES project-related or ongoing tasks, referred to as task orders, in this solicitation.
2. The initial deliverables and task orders are organized by knowledge areas, referred to as domains. The domains include:
  - a. Strategic Advisory Services;
  - b. Programmatic Advisory Services; and
  - c. Technical Advisory Services.
3. The Vendor shall serve as an advisor and partner to the Agency and provide ongoing strategic, technical, and programmatic advisory services. The Vendor shall provide the expertise needed to develop the Florida MES in accordance with the MITA Framework 3.0 and the CMS Conditions and Standards. The Vendor shall identify solutions that meet current and future business needs in an incremental and efficient way. The Vendor shall provide technical expertise to establish strategies and set standards necessary to facilitate the integration and interoperability of business and technical services across the MES.
4. The Vendor is encouraged to propose best practice and innovative, cost-effective solutions and options for performing strategic enterprise advisory services described in this solicitation. The Agency may authorize additional services that relate to the scope of service described in this solicitation as task orders that (a) are not duplicative of the traditional Independent Verification & Validation (IV&V) services or other MES services, covered under separate Agency contracts; and (b) are beneficial to the Agency in completing the strategic enterprise advisory services described in this solicitation, at the sole discretion of the Agency.

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### B. Initial Deliverables

1. The Vendor shall provide the deliverables described in **Table 1, Initial Deliverables and Due Dates**, below and further described in this solicitation, to the Agency's Contract Manager by the dates indicated. 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 by the Agency when approved in writing and in advance.

<b>TABLE 1 INITIAL DELIVERABLES AND DUE DATES</b>		
<b>Domain</b>	<b>Initial Deliverable Name and No.</b>	<b>Planned Date From Resulting Contract Execution</b>
SEAS Organization	SEAS Management Plan: No. O-1	Thirty (30) business days
Strategic	Enterprise Systems Governance Plan: No. S-1	Ninety (90) business days
	Enterprise Systems Strategic Planning Training Program: No. S-2	Sixty (60) business days
	Enterprise Systems Strategic Plan: No. S-3	Four (4) months
	Strategic Project Portfolio Management Plan: No. S-4	Six (6) months
Programmatic	Revised MITA State Self-Assessment and Update Process: No. P-1	Sixty (60) business days
	MES Project Management Standards: No. P-2	Five (5) months
	MES Project Management Toolkit: No. P-3	Five (5) months
	Medicaid Enterprise Certification Management Plan: No. P-4	Six (6) months
Technical	Data Management Strategy: No. T-1	Seven (7) months
	Information Architecture Documentation: No. T-2	Nine (9) months
	Data Standards: No. T-3	Eight (8) months
	Technical Management Strategy: No. T-4	Seven (7) months

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TABLE 1 INITIAL DELIVERABLES AND DUE DATES		
Domain	Initial Deliverable Name and No.	Planned Date From Resulting Contract Execution
	Technical Architecture Documentation: No. T-5	Ten (10) months
	Technology Standards: No. T-6	Eight (8) months
	Design and Implementation Management Standards: No. T-7	Nine (9) months
	Enterprise Data Security Plan: No. T-8	Ten (10) months

2. The Vendor shall complete and submit initial deliverables and receive payment upon Agency approval of an initial deliverable and completed invoice. Invoice requirements are described in **Attachment A**, Instructions and Special Conditions, **Section A.2.**, Special Terms and Conditions, **Sub-Section W.**, Method of Payment.

### C. Task Orders

1. Excluding Initial Deliverables, the Vendor shall provide services described in this solicitation, which shall be authorized as task orders. The Vendor's work will be managed by the Agency Contract Manager who shall issue written authorization to work in the form of individual task orders. Each task order shall include: project or service requirements (scope of services); activities; activities the Vendor expects the Agency to perform; timelines; staffing plan; total allowable project costs, hourly rate, and hours breakdown for staff positions authorized to perform work on the task (consistent with **Exhibit B-I**, Staff Positions); and specific deliverables, milestones and delivery dates. The Vendor is not authorized to initiate work on any task order prior to approval by the Agency. The Vendor is also not authorized to perform work on any task order beyond the services completion date as identified in the individual task order unless approved by the Agency. Task orders shall be paid by hourly rate and shall not exceed the hourly rate and number of hours authorized on the task order approved in advance by the Agency. The format and processes associated with task orders shall be developed during contract initiation activities.
2. Agency-approved task orders shall be invoiced by the Vendor on a quarterly basis as described in **Section B.3.**, Services to be Provided by the Vendor, **Subsection E.**, Quarterly Documentation.
3. Unless otherwise stated in this solicitation, the Vendor shall assess completed initial deliverables on at least an annual basis or as directed by the Agency, in order to identify required revisions to such deliverables. Proposed revisions to completed initial deliverables will be authorized as task orders.

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4. The Vendor shall notify the Agency that a revision is required to an individual task order prior to completion of fifty percent (50%) of the estimated number of Vendor staff hours in the Agency-approved task order. This requirement does not apply to task order scope changes initiated by the Agency.
5. Amendments to the terms of the original task order (including allowable project costs or services completion dates) will be accomplished through the issuance and signing of a task order amendment.
6. Deliverables completed for a task order shall be submitted to the Agency for review and approval, in accordance with the timeframes established in the applicable task order.
7. It is anticipated that critical Vendor staff will be physically located in Tallahassee working directly with Agency staff for some of the tasks. The location of additional staff, other than key staff, will be agreed to between the Agency and the Vendor for each individual task order.

### **D. Quarterly Work Plan**

1. The Vendor shall submit a detailed Quarterly Work Plan no later than fifteen (15) business days prior to the upcoming quarter for Agency review and approval. The Quarterly Work Plan shall include:
  - a. Identifier and description of task order(s) to be completed or worked by the Vendor during the upcoming quarter with estimated percent to be completed;
  - b. Priority ranking for each task order, as determined through Enterprise Systems Governance, the Enterprise Systems Strategic Plan, and/or consultation with the Agency, as applicable;
  - c. Activities to be completed by the Vendor during the upcoming quarter for each task order, identified with the corresponding task order; and
  - d. Proposed timelines for completion of Vendor activities.
2. The Vendor shall submit a revised Quarterly Work Plan to the Agency for review and approval within five (5) business days following approval of a task order amendment, or upon a schedule agreed upon in writing with the Agency.

### **E. Quarterly Documentation**

1. The Vendor shall submit detailed Quarterly Documentation to the Agency. The Quarterly Documentation shall include:
  - a. Identification number and description of task order(s) completed by the Vendor during the prior quarter;
  - b. Identification number and description of task order(s) of partially completed task orders by the Vendor during the prior quarter;

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- c. Electronic task report in a format agreed upon with the Agency for each Vendor staff person that includes name; total hours performed towards the completion of each approved task order; task order identification number and name; and hourly rate for all approved task orders completed and partially completed by the Vendor during the prior quarter. The electronic report shall also include a summary of total hours for each approved task order; and
  - d. Summary of task orders completed and task orders partially completed with percent complete during the prior quarter.
2. The Vendor shall submit quarterly documentation with a completed invoice that documents services performed during the previous quarter in the performance of approved task orders. The quarterly documentation is due to the Agency with the completed invoice as described in **Attachment A**, Instructions and Special Conditions, **Section A.2.**, Special Terms and Conditions, **Sub-Section W.**, Method of Payment. The Vendor shall receive quarterly payments for services of a completed invoice and quarterly documentation upon Agency approval.

### F. Pass-Through Items

The actual cost for electronic tools or applications as specified in this solicitation shall be a pass through cost and shall be invoiced to the Agency. The Vendor cannot add profit and overhead to these pass through expenses. Pass through items shall be delivered to the Agency within the first year of the Contract resulting from this solicitation, and ownership of the pass through items shall be transferred to the Agency. **Table 2**, Pass Through Items below, provides the pass through items and the solicitation reference.

<b>TABLE 2 PASS THROUGH ITEMS</b>	
Pass-through Item	Solicitation Reference
MITA Tracking Tool	<b>Section B.5</b> , Programmatic Advisory Services Domain, <b>Subsection A.</b> , MITA State Self-Assessment (SS-A) Updates and Tracking, <b>Item 6</b> .
Medicaid Enterprise Certification Tracking Tool	<b>Section B.5</b> , Programmatic Advisory Services Domain, <b>Subsection D.</b> , Medicaid Enterprise Certification Management, <b>Item 6</b> .
Enterprise Data Security Tracking Tool	<b>Section B.6</b> , Technical Advisory Services Domain, <b>Subsection E.</b> , Enterprise Data Security, <b>Item 3</b> .

### B.4. Strategic Advisory Services Domain

The Vendor shall provide strategic advisory services to manage an enterprise governance and reporting structure for the Medicaid enterprise and recommend a decision-making framework for identifying, selecting and prioritizing the intersecting business and information technology needs of the single state Medicaid agency. The Vendor shall provide strategic planning training

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for stakeholders, develop an Enterprise Systems Strategic Plan, support management of the Agency's MES project portfolio, and initiate Federal and State funding requests for prioritized objectives. The Vendor shall perform periodic tasks, as needed and directed by the Agency, regarding enterprise governance management, planning support, and strategic project portfolio management.

### **A. Enterprise Governance Management**

1. The Vendor shall provide enterprise governance management throughout the resulting Contract term.
2. The Vendor shall develop and recommend an **Enterprise Systems Governance Plan (Initial Deliverable No. S-1)** in order to provide effective enterprise governance for management of enterprise systems. The Vendor shall develop and document the Enterprise Systems Governance Plan including:
  - a. The Vendor's approach to enterprise governance;
  - b. The Vendor's roles and responsibilities in the management of enterprise governance, with definition and graphic display of the logical relationships between the stakeholders, processes, and technologies involved in enterprise governance;
  - c. Management processes, tools, and templates subject to Agency approval, that will be used for conducting enterprise governance meetings;
  - d. Processes for implementing and managing strategy for the enterprise systems, including processes for aligning the MES with strategic planning goals by integrating strategy, objectives, metrics and performance;
  - e. Processes and procedures for enterprise governance decision-making, including scope, criteria, approving authority requirements, and accountability;
  - f. Processes and procedures for determining the strategy decisions, projects, initiatives, and system changes that will be formalized through the enterprise governance structure; and
  - g. Other processes and procedures required by the Agency for managing enterprise governance for the Agency.
3. The Vendor shall plan, schedule, conduct, and document enterprise governance committee meetings throughout the resulting Contract term. The Vendor shall develop agenda documents, decision documents, reports and other meeting materials. The Vendor shall facilitate the decision-making for strategy, project initiation, initiatives, system changes, and any other issue relevant to enterprise governance. The Vendor shall conduct enterprise governance meetings at the Agency's headquarters location in Tallahassee, Florida, and attend such meetings in-person. A waiver of the requirement for in-person attendance may be granted by the Agency Contract Manager.

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4. The Vendor shall develop and present reports to enterprise governance on a monthly basis, or as directed by the Agency. At a minimum, enterprise governance reports shall include those reports described throughout this solicitation, or as otherwise directed by the Agency. The Vendor shall provide any other report or analysis requested by the Agency.
5. The Vendor shall document enterprise governance meeting minutes, decisions, and action items. The Vendor shall establish and maintain a process for reviewing documentation of enterprise governance outcomes.
6. The Vendor shall maintain and update the Agency SharePoint repository with the Agency approved enterprise governance documentation, including any revised materials or supplemental documentation.

### **B. Strategic Planning**

1. The Vendor shall support the Agency's strategic planning efforts in order to plan for IT transformation to meet the Agency's strategic goals and to bring business changes and IT evolution in alignment with the strategic vision. The Vendor shall provide strategic planning support throughout the resulting Contract term.
2. The Vendor shall develop an **Enterprise Systems Strategic Planning Training Program (Initial Deliverable No. S-2)** in order to engage and educate stakeholders in the strategic planning process, in advance of developing the Enterprise Systems Strategic Plan, described below. The Vendor shall provide electronic and hard-copy training materials for stakeholders as part of an Enterprise Systems Strategic Planning Training Program. Strategic planning training materials must address, at a minimum, the following:
  - a. Definitions of strategy and strategic planning;
  - b. Key concepts and language used in strategic planning;
  - c. Overview of strategic thinking including assumptions analysis, thinking methods for complex issues, and risk analysis;
  - d. Overview of strategic and leadership agility;
  - e. Approach and approach alternatives for developing strategy for enterprise systems;
  - f. Financial considerations in developing strategy for the Medicaid enterprise;
  - g. Overview of the MITA Framework; and
  - h. Identification of how stakeholders can contribute to strategic success.
3. The Vendor shall submit a proposed schedule for initial strategic planning training sessions with all stakeholders identified by the Agency no later than twenty (20) business days following approval of the Enterprise Systems Strategic Planning Training Program. The Vendor shall schedule and conduct live, instructor-led

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initial strategic planning training sessions for stakeholders at the Agency's headquarters location in Tallahassee, Florida, using the Agency-approved material for the Vendor's Enterprise Systems Strategic Planning Training Program.

4. After the initial strategic planning training sessions, the Vendor shall schedule and conduct live, instructor-led ongoing strategic planning training sessions for stakeholders identified by the Agency at the Agency's headquarters location in Tallahassee, Florida, on a biannual basis, or as often as directed by the Agency.
5. The Vendor shall plan, conduct, and document strategic planning sessions with stakeholders for the purposes of collecting the needs and objectives, and developing the Enterprise Systems Strategic Plan. The Vendor shall develop and document the Enterprise Systems Strategic Plan in collaboration with stakeholders identified by the Agency.
6. The Vendor shall develop and document the **Enterprise Systems Strategic Plan (Initial Deliverable No. S-3)** which shall serve as the Agency's Concept of Operations. The Vendor shall utilize the current MITA Framework, the CMS Standards and Conditions, as well as the Agency's most recent MITA SS-A, in developing the Enterprise Systems Strategic Plan. The Vendor shall utilize the enterprise governance process to obtain approval of the Enterprise Systems Strategic Plan which shall address, at a minimum, the following:
  - a. Strategic analysis of the current state of the MES and environmental conditions;
  - b. The strategic vision and goals;
  - c. MITA performance metrics and performance scorecard;
  - d. Long-range goals for systems, data and/or service integration, and automation to decrease reliance on duplicative and/or manual processes;
  - e. Identification of opportunities to maximize modularity, web services, Service Oriented Architecture (SOA), cloud-based technologies, open application programming interfaces (APIs), and commercial off-the-shelf (COTS) technologies;
  - f. Identification of how the objectives of the strategic plan affect relevant stakeholders;
  - g. Description of how objectives identified in the strategic plan facilitate improvements in data sharing and data content for stakeholders within the Medicaid enterprise; and
  - h. Analysis of environmental conditions including technology, marketplace, State and Federal legislation and policies, and any other factors that facilitate or hinder the strategic vision and goals.
7. The Vendor shall analyze the approved Enterprise Systems Strategic Plan on an annual basis, or as often as directed by the Agency, for the purposes of



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recommending revisions and updating the Enterprise Systems Strategic Plan with approved modifications.

8. The Vendor shall maintain and update the applicable Agency SharePoint repository with electronic materials from the Vendor's Enterprise Systems Strategic Planning Training Program, including the original and any revised materials and all documentation related to the Enterprise Systems Strategic Plan.

### **C. Strategic Project Portfolio Management**

1. The Vendor shall provide strategic project portfolio management services in order to improve returns on IT investments, by ensuring that resources are directed to those MES projects that will contribute the most to the Agency's overall success in accordance with the Agency approved Enterprise Systems Strategic Plan.
2. The Vendor shall develop and document a **Strategic Project Portfolio Management Plan (Initial Deliverable No. S-4)** for the identification, categorization, evaluation, and selection of projects to best accomplish Agency Enterprise strategies, while balancing conflicting demands, by allocating resources based on Agency priorities and capacity. The Vendor shall utilize the PMI standards described in **Section B.3.**, Services to be Provided by the Vendor, in developing the Strategic Project Portfolio Management Plan. The Vendor shall utilize the enterprise governance process to obtain approval of the Strategic Project Portfolio Management Plan. The Strategic Project Portfolio Management Plan must address, at a minimum, the following:
  - a. Methodology for portfolio management;
  - b. Processes and tools for portfolio planning, portfolio monitoring, and control;
  - c. Portfolio strategic management to document how MES projects should be prioritized, managed, executed, and measured to achieve strategic goals;
  - d. Portfolio governance management;
  - e. Portfolio communication management;
  - f. Portfolio risk management; and
  - g. Portfolio performance management.
3. The Vendor shall perform strategic project portfolio planning by identifying potential MES projects, in accordance with the Agency's strategic objectives identified in the Enterprise Systems Strategic Plan. The vendor shall facilitate information technology project investment decisions as a function of potential return on investment and develop funding requests to operationalize the Enterprise Systems Strategic Plan. The Vendor shall obtain information from stakeholders, as needed, to prepare funding requests and utilize the enterprise governance structure to obtain approval on any investment decision for MES projects.

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4. The Vendor shall perform project portfolio planning consistent with the standards described in **Section B.3.**, Services to be Provided by the Vendor, and in accordance with the processes developed in the approved Strategic Project Portfolio Management Plan.
5. At the direction of the Agency, the Vendor shall develop and document the annual Legislative Budget Requests (LBR) for the MES project(s). The Vendor shall develop and submit LBR supporting documents including Schedule IV-Bs, Operational Work Plans, and Spending Plans. The Vendor shall maintain and track LBRs for MES projects. The Vendor shall develop responses requesting additional information related to the LBRs and related documents.
6. At the direction of the Agency, the Vendor shall develop, document, maintain, update, and track Advanced Planning Documents (APDs), including Planning Advance Planning Document(s) (PAPDs), Implementation APDs (IAPDs), Annual APDs, APD updates, and Operational APDs needed for requesting Federal enhanced funding for MES projects in accordance with 45 Code of Federal Regulations (CFR) 95, subpart F, 42 CFR 433, subpart C, the State Medicaid Manual Part 11, and CMS sub-regulatory guidance. The Vendor shall maintain, update, and track the APDs for MES projects. The Vendor shall develop responses to requests for additional information related to the APDs.
7. The Vendor shall perform project portfolio monitoring and control by developing an integrated monthly project portfolio management report addressing project status for all active MES projects. The Vendor shall obtain information from stakeholders, as needed, to prepare status reports and utilize the enterprise governance structure for presentation of reporting on project status and the status of funding management. The Vendor shall, at the direction of the Agency, develop other executive reports regarding project status and funding management, including reports required by the Agency for State Technology (AST).

### **B.5. Programmatic Advisory Services Domain**

The Vendor shall provide programmatic advisory services to develop the MES. The Vendor shall perform periodic tasks, as needed and directed by the Agency, regarding MITA assessment and planning, project and program management, and other programmatic support.

#### **A. MITA State Self-Assessment (SS-A) Updates and Tracking**

1. The Vendor shall update the Florida Medicaid MITA SS-A, related MITA artifacts, the Agency's MITA SharePoint repository, and produce **Revised MITA State Self-Assessment and Update Process (Initial Deliverable No. P-1)**. The Vendor shall perform a revised MITA SS-A of the MES using the current MITA Framework and State Self-Assessment (SS-A) Companion Guide, and develop a process for MITA performance tracking and continuous improvement. The Vendor shall document the analysis of the MES using the components of the current MITA SS-A which includes the MITA Business, Information, and Technical Capability Matrices Assessment, and the CMS Conditions and Standards Assessment and update the Agency's 2014 MITA SS-A and MITA Roadmap in accordance with the current MITA Framework. The Vendor shall

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produce an update to the MITA SS-A on at least an annual basis, including all components.

2. The Vendor shall develop and document updates to the MITA Business, Information, and Technical Capability Matrices Assessment, CMS Conditions and Standards Assessment, and the MITA Roadmap, as frequently as necessary.
3. The Vendor shall plan and conduct MITA business process stakeholder sessions for the purposes of developing business process models, in accordance with the current MITA Framework, corresponding business process maps, and for obtaining input for MITA To-Be capabilities. The Vendor shall use business process stakeholder sessions for obtaining input for MITA assessments, identifying and developing MITA-related performance metrics for the MES, and recommending business process improvements. The Vendor shall document all MITA sessions and update the MITA repository with the updated documentation.
4. The Vendor shall develop and document MITA-related performance metrics for the MES, in accordance with the current MITA Framework and in coordination with applicable business process stakeholders. The Vendor shall obtain, consolidate and document existing MITA-related performance metrics from applicable business process stakeholders.
5. The Vendor shall develop and document a plan to identify and designate MITA business process owners within the Agency. The proposal shall include a corresponding MITA business process owner organizational structure for reporting under the Agency organizational structure that is not organized by MITA business area.
6. The Vendor shall acquire and implement a non-proprietary or transferable commercial off-the-shelf (COTS) tracking tool for automatically tracking MITA-related artifacts, subject to prior-approval by the Agency, and to be reimbursed by the Agency as a pass-through cost. The Vendor shall transfer ownership of the tracking tool to the Agency. The Vendor shall utilize the tracking tool for maintaining and updating MITA-related artifacts.
7. The Vendor shall evaluate the Agency's MITA SharePoint repository, and recommend and implement improvements approved by the Agency. The Vendor shall maintain and update the Agency's MITA SharePoint repository with the documentation resulting from MITA SS-A updates. The Vendor shall develop and implement an automated process to notify applicable stakeholders whenever the MITA SharePoint repository is updated.

### **B. Project and Program Management**

1. The Vendor shall establish a Project Management Office for MES projects. The Vendor shall develop and document policies and procedures for the Project Management Office for MES projects. The Vendor shall provide project management services for MES systems integration projects and specified MES projects at the direction of the Agency and in accordance with the standards described in **Section B.3.**, Services to be Provided by the Vendor. For MES projects involving other MES vendors, the Vendor shall create a comprehensive,

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integrated master project work plan that identifies the total project scope of work (including milestones and deliverables), combining separate work plans for other MES vendors. The Vendor shall, at the direction of the Agency, develop other integrated project management plans and processes for such MES projects that include, but are not limited to:

- a. Integrated risk, action item, issue, and decision tracking;
  - b. Integrated master schedule for MES projects;
  - c. Integrated change management;
  - d. Integrated organizational change management; and
  - e. Integrated cost management.
2. The Vendor shall develop and document **MES Project Management Standards (Initial Deliverable No. P-2)** in order to establish MES project management standards consistent with the standards described in **Section B.3.**, Services to be Provided by the Vendor, while leveraging the existing Agency project management standards and tools. The Vendor shall review the Agency's existing project management standards, processes, and tools prior to development of the MES project management standards. The Vendor shall utilize the enterprise governance process to obtain a decision on the proposed MES Project Management Standards.
  3. The Vendor shall develop and document a **MES Project Management Toolkit (Initial Deliverable No. P-3)** in order to train stakeholder and MES vendors regarding approved MES Project Management Standards. The Vendor shall produce toolkit materials for the Agency's SharePoint repository consisting of the MES Project Management Standards and corresponding recommended tools and templates. The Vendor shall provide electronic and hard-copy toolkit materials for stakeholders as part of an MES Project Management Toolkit.
  4. The Vendor shall initiate MES projects and complete the project initiation documentation at the direction of the Agency and in accordance with approved MES Project Management Standards. The Vendor shall utilize the enterprise governance structure to initiate and obtain a decision for proposed MES projects. The Vendor shall develop and document a decision tree analysis for the purposes of determining the specific MES Project Management Standards that apply to an MES project based on scope, complexity, cost and other determining factors.
  5. The Vendor shall, at the direction of the Agency, assess MES vendor compliance with approved MES Project Management Standards throughout the project life cycle of the MES project and provide written documentation on the findings, corrective action recommendations, other recommendations, and results, at the direction of the Agency. The Vendor shall report assessments and results on MES vendor compliance with approved MES Project Management Standards at enterprise governance.
  6. The Vendor shall provide project management oversight for MES projects through Integration, Test, and Implementation Phases. The Vendor shall develop

## **ATTACHMENT B SCOPE OF SERVICES**

policies and procedures for assessing and reporting on the project performance of MES projects, including performance metrics and escalation procedures. The Vendor shall assess MES project performance, recommend corrective action, and report on the status and results at enterprise governance. The Vendor shall prepare status reports and other reports in report formats required by the Agency and AST.

7. The Vendor shall conduct project management activities in a manner that is coordinated with the Agency's broader program management efforts. Many, if not most, MES projects are explicitly related to broader programmatic projects aimed at accomplishing Agency objectives. The Vendor shall ensure that project plans, including, but not limited to, master schedules and work breakdown structures for MES projects are integrated into broader program management plans. The Vendor shall, at the direction of the Agency, conduct tasks related to program strategy alignment, program benefits management, program stakeholder engagement, and program governance throughout the program lifecycle.

### **C. Other Programmatic Support**

1. The Vendor shall provide programmatic expertise and perform tasks related to documenting business requirements and user acceptance testing (UAT) as needed or requested by the Agency. Such tasks shall include, but not be limited to, the following tasks:
  - a. Defining and collecting business requirements from relevant stakeholders;
  - b. Developing business requirements documentation;
  - c. Developing functional requirements and use cases; and
  - d. Managing UAT through entrance and exit gates.
2. The Vendor shall provide programmatic expertise related to procurement support as needed or requested by the Agency which shall include, but not be limited to, the following tasks:
  - a. Developing procurement management plans for needed products or services;
  - b. Identifying the specific products and services to be purchased, including COTS;
  - c. Identifying appropriate purchasing methods and recommending solicitation types and justification;
  - d. Developing documents for competitive solicitations and procurements for MES projects; and
  - e. Assisting the Agency throughout the procurement process and providing support to the Agency for procurement activities that occur after solicitation release through vendor contract execution.

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3. The Vendor shall provide programmatic expertise related to project portfolio funding management as needed or requested by the Agency which shall include, but not be limited to, the following:
  - a. Identifying budget account code(s) that correspond to the applicable APD, or recommending new budget account code(s);
  - b. Reviewing quarterly CMS-64 reports to assess whether costs are correctly allocated for Federal funding reimbursement;
  - c. Providing training to MES vendors regarding invoicing requirements for correct Federal funding allocation; and
  - d. Providing programmatic expertise to the Agency during internal or external financial audits related to Federal funding allocation.
  
4. The Vendor shall provide programmatic expertise related to MES Federal communications management as needed or requested by the Agency which shall include, but not be limited to, the following tasks:
  - a. Attending Federal meetings, phone calls, and webinars, at the direction of the Agency;
  - b. Developing and documenting agendas, materials, meeting minutes, and follow-up communications for Federal communications;
  - c. Developing reports and inquiry responses related to Federal communications;
  - d. Providing detailed analysis of new regulations, guidance and MES-related information to stakeholders; and
  - e. Providing training to MES vendors regarding new Federal regulations, guidance and MES-related information, as requested by the Agency.
  
5. The Vendor shall monitor Federal and MES-related websites, identify and analyze new regulations, guidance and MES-related information. The Vendor shall provide impact analyses requested by the Agency of Federal regulations relating to MES projects. The Vendor shall update the Agency's SharePoint repository with Federal communication documentation, MES-related information, and any Vendor analyses.

### **D. Medicaid Enterprise Certification Management**

1. The Vendor shall develop and document a **Medicaid Enterprise Certification Management Plan (Initial Deliverable No. P-4)** in order to provide an analysis of the 2016 Medicaid Enterprise Certification Toolkit (MECT) version 2.1.1 released by CMS. The Vendor shall provide an analysis for any subsequent updated documentation, for new versions and guidance letters released by CMS related to the MECT.

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2. The Vendor shall manage the Medicaid Enterprise Certification process for each applicable MES project in accordance with the current CMS Medicaid Enterprise Certification Toolkit. For each applicable MES project, the Vendor shall develop and document a Medicaid Enterprise Certification Management Plan in order to support modular system implementation, and support the Agency with early feedback from CMS that may impede certification. The Vendor shall document the roles and responsibilities of the SEAS Vendor, IV&V Vendor, Agency, CMS, and MES vendors in the CMS Medicaid Enterprise Certification process and shall recommend the appropriate MECT checklist for each applicable MES project. The Vendor shall include the current and updated MITA Concept of Operations documents in the Project Initiation Milestone Review for each applicable MES project.
3. The Vendor shall manage the certification milestone reviews throughout the Medicaid Enterprise Certification Life Cycle (MELC) for each applicable MES project.

  - a. The Vendor shall manage Project Initiation Milestone Review during the Initiation and Planning phase of each applicable MES project within the required timeframe.
  - b. The Vendor shall manage Operational Milestone Review(s) during the Integration, Test, and Implementation phase of each applicable MES project within the appropriate timeframes.
  - c. The Vendor shall manage MMIS Certification Final Review during the Operations and Maintenance phase of each applicable MES project within the required timeframe.
4. The Vendor shall report on the status of Medicaid Enterprise Certification at enterprise governance throughout the MELC for each applicable MES project.
5. The Vendor shall coordinate the Medicaid Enterprise Certification process with the Agency's IV&V Vendor and ensure the Agency's IV&V Vendor has full access to project artifacts for each applicable MES project. The Vendor shall recommend response to issues identified by the Agency's IV&V Vendor in the Certification Progress Reports for each applicable MES project. The Vendor shall manage communications to CMS during the Medicaid Enterprise Certification Life Cycle process for each applicable MES project.
6. The Vendor shall implement, maintain, and update a non-proprietary tracking tool or transferable COTS product for monitoring the progress of documentation and evidence required for CMS certification, subject to prior-approval by the Agency, and to be reimbursed by the Agency as a pass-through cost. The Vendor shall transfer ownership of the tracking tool to the Agency. The non-proprietary tracking tool shall be maintained and updated on the Agency's SharePoint repository. The Vendor shall document instructions for Agency use of the tracking tool. The Vendor shall deliver the non-proprietary tracking tool to support current and future CMS certifications.

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### **B.6. Technical Advisory Services Domain**

The Vendor shall provide technical advisory services for the purposes of transforming the MES to a Service-Oriented Architecture (SOA) design, increasing interoperability of services, standardizing data exchange, and achieving the objectives in the Enterprise Systems Strategic Plan. The Vendor shall develop and document the Information and Technical Architecture for the MES. The Vendor shall also develop and manage the Enterprise Data Security Plan, and develop and manage the Design and Implementation Standards for MES projects. The Vendor shall perform periodic tasks, as needed and directed by the Agency, regarding Information Architecture development, Technical Architecture development, Design and Implementation Management, Enterprise Data Security, and other technical advisory services support as defined by the Agency.

#### **A. Information Architecture (IA) Development**

1. The Vendor shall develop and document the **Data Management Strategy (Initial Deliverable No. T-1)** including, at a minimum:
  - a. Data management and integrity approach and protocols;
  - b. Enterprise data management and data stewardship;
  - c. Common data architecture;
  - d. Enterprise modeling;
  - e. Enterprise metadata repository;
  - f. Data sharing architecture; and
  - g. MES-specific additions of new functionality to the established MITA components.
  
2. The Vendor shall develop the **Information Architecture Documentation (Initial Deliverable No. T-2)** and components to establish the data and interoperability standards for the MES as a foundation for transitioning the Agency's existing data management capabilities towards implementing a best practice process for managing data. The Vendor shall propose the format or tool to document the Information Architecture for Agency review and approval, such as in a configuration management database (CMDB). The Vendor shall develop, document, maintain and update the Information Architecture (IA) for the MES in accordance with the MITA Framework. The Vendor shall utilize the MITA Initial Assessment documentation and current SS-A in the development of the MES Information Architecture Documentation. The Information Architecture Documentation shall include the Data Management Strategy, Conceptual Data Model (CDM), Logical Data Model (LDM), and Information Capability Matrix (ICM).
  - a. The Vendor shall develop and document the Conceptual Data Model (CDM) component of the IA for the data and relationships used in the MES business processes.







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- 1) AA Approach;
  - 2) Design Principles and Design Patterns;
  - 3) Multilayer AA Model;
  - 4) AA Key Components, including the Enterprise Service Bus and Access Channels, Service Management Engine, Service Gateways and Mediators, Distributed Computing and Data Access, Interoperable services, and Security and Privacy; and
  - 5) Service Invocation and Execution.
- d. The Vendor shall develop and document the Technical Capability Matrix (TCM) component of the TA for each technical function within the MES at the specified MITA maturity level.
3. The Vendor shall develop and document the **Technology Standards (Initial Deliverable No. T-6)** component of the TA including, at a minimum, the Technical Reference Model (TRM) and a Technology Standards Reference Guide (TSRG).
  4. The Vendor shall coordinate, provide technical expertise, and communicate with MES vendors regarding Technical Standards, at the direction of the Agency.
  5. The Vendor shall assess MES vendors' compliance with the Technical Standards, and provide written documentation of the findings, corrective action recommendations, other recommendations, and results. The Vendor shall report on MES vendor Technical Standards assessments and results at the enterprise governance, at the direction of the Agency.
  6. The Vendor shall develop, document, and implement processes to maintain and update the Technical Management Strategy, Technical Architecture Documentation, and Technical Standards. The Vendor shall maintain and update the applicable Agency SharePoint repository with the electronic materials, including any revised documentation as the MES evolves.

### **C. Technical Advisory Services Support**

1. The Vendor shall utilize the Data and Technical Management Strategies, and Information and Technical Architecture Documentation in the development of MES project proposals as a part of strategic project portfolio management, including the identification of opportunities to maximize modularity, reusability, web services, Service Oriented Architecture (SOA), cloud-based technologies, open application programming interfaces (APIs), and commercial off-the-shelf (COTS) technologies in accordance with the Enterprise Systems Strategic Plan.
2. The Vendor shall provide technical expertise and written analysis of design documentation in MES projects.

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### **D. MES Projects Design and Implementation Management**

1. The Vendor shall provide Design and Implementation Management for MES projects, at the direction of the Agency, in order to establish a uniform, enterprise approach to MES projects.
2. The Vendor shall develop and document the **Design and Implementation Management Standards (Initial Deliverable No. T-7)** based on industry standards for Requirements, Design, and Development (Design) and Integration, Test, and Implementation (Implementation) activities. The vendor shall detail the roles and responsibilities for the Vendor, the Agency, and MES vendors in design and implementation activities. At a minimum, the Design, and Implementation Management Standards must include the following standards:
  - a. Business Analysis Plan;
  - b. Business Process and Rules Management Plan;
  - c. Requirements Management Plan;
  - d. Systems Impact Analysis Management Plan including system interface/integration, system capacity, and system performance/availability;
  - e. Configuration Management Plan;
  - f. Change Management Plan;
  - g. Testing Management Plan;
  - h. Software Problem Resolution Standards and Procedures Plan;
  - i. Integrated System Implementation Management Plan;
  - j. Integrated Program Operations & Maintenance Planning/Deployment Plan;
  - k. Post Implementation Evaluation Plan; and
  - l. Quality Management Plan.
3. The Vendor shall identify the specific Design and Implementation plan standards that apply to each applicable MES project. The Vendor shall provide Design and Implementation oversight and management for MES projects, at the direction of the Agency. The Vendor shall develop and document a decision tree analysis for the purposes of determining the specific Design and Implementation plan standards that apply to an MES project.
4. The Vendor shall provide technical expertise, at the direction of the Agency, during the Design and Implementation phase of each applicable MES project, including MES integration projects and other MES projects managed by the Vendor, including:

## **ATTACHMENT B SCOPE OF SERVICES**

- a. Documented analysis of Design and Implementation plans developed by MES project vendors and recommendations;
  - b. Documented analysis of MES project deliverables and recommendations;
  - c. Documented analysis of MES project design documentation, scope, activities, and project results using the MITA Framework, Data and Technical Management Strategies, Information and Technical Architecture Documentation, Data Standards, Technical Standards, and Enterprise Data Security Plan;
  - d. Participate and provide input during Joint Application Development (JAD), Rapid Application Development (RAD), or any other development-related sessions; and
  - e. Any other verbal or written technical expertise requested by the Agency related to MES projects.
5. The Vendor shall develop and document a process for reporting on the status and results of Design and Implementation Management of MES projects at enterprise governance. The Vendor shall report on the status and results of Design and Implementation Management for MES Projects at enterprise governance, at the direction of the Agency.

### **E. Enterprise Data Security**

1. The Vendor shall provide enterprise data security management for systems within the MES in accordance with the approved Enterprise Data Security Plan in order to protect data and information, and facilitate systems availability, confidentiality, data integrity, and mitigate risk.
2. The Vendor shall develop and document the **Enterprise Data Security Plan (Initial Deliverable No. T-8)** that establishes system and data security standards and processes for the MES in accordance with the following:
  - a. Section 282.318, Florida Statutes (F.S.), Information Technology Security Act; Rule 74-2.001 through 74-2.006, F.A.C., Florida Cybersecurity Standards;
  - b. Current MITA Framework, Security and Privacy principles; and
  - c. Agency HIPAA/HITECH Policies and Procedures Manual.
3. The Vendor shall acquire and implement a non-proprietary or transferable commercial off-the-shelf (COTS) data security tracking tool, subject to prior-approval by the Agency, and to be reimbursed by the Agency as a pass-through cost. The Vendor shall transfer ownership of the tracking tool to the Agency. The Vendor shall develop templates for managing cyber security and HIPAA incident/breach investigation and resolution management and reporting, in coordination with the Agency's Information Security Manager and the Agency's HIPAA Compliance Office, respectively.

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4. The Vendor shall document an analysis of systems within the MES and MES vendor security policies and practices. The Vendor shall utilize the approved tracking tool and templates and provide documented analyses, corrective action requirements, recommendations, and resolutions resulting from enterprise data security management.
5. The Vendor shall develop and document a process to report on enterprise data security management. The Vendor shall report on enterprise data security management results at enterprise governance.

### B.7. Vendor Staffing

#### A. Key Staff

1. The Vendor shall employ key staff that shall include the positions identified in **Table 3**, Key Staff Responsibilities and Qualifications, below.

<b>TABLE 3 KEY STAFF RESPONSIBILITIES AND QUALIFICATIONS</b>		
<b>KEY POSITION</b>	<b>ROLES AND RESPONSIBILITIES</b>	<b>MINIMUM QUALIFICATIONS</b>
<b>SEAS Director</b>	<ol style="list-style-type: none"> <li>1. Act as the main point of contact with the Agency for day-to-day operations;</li> <li>2. Develop a partnership with the Agency as a trusted advisor by understanding the objectives of the Medicaid Enterprise System (MES) and supporting an ongoing, two-way communication regarding technology strategies, priorities and governance;</li> <li>3. Manage Vendor staff including staffing levels, hiring, training, assignments, performance evaluations and issue resolution;</li> <li>4. Manage the activities of Vendor key staff;</li> <li>5. Perform SEAS Management as described in <b>Section B.9.</b>, SEAS Management; and</li> <li>6. Ensure the quality and timeliness of all Vendor deliverables, documentation, and reports as described in this solicitation.</li> </ol>	<ol style="list-style-type: none"> <li>1. Five (5) years of senior leadership management experience;</li> <li>2. Active Project Management Professional (PMP) certification;</li> <li>3. Full-time employee of the prime SEAS Vendor and is not a sub-contracted or independently contracted (1099) employee;</li> <li>4. Preference given for experience in healthcare related projects, preferably specific to CMS requirement driven criteria, Medicaid Management Information System (MMIS), Enterprise Data Warehouse (EDW), Decision Support System (DSS), eligibility systems, and/or enrollment systems;</li> <li>5. Preference given for experience in directing enterprise state-level projects, either having delivered projects to a state or worked in state government delivering healthcare related projects; and</li> </ol>

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**TABLE 3  
KEY STAFF RESPONSIBILITIES AND QUALIFICATIONS**

KEY POSITION	ROLES AND RESPONSIBILITIES	MINIMUM QUALIFICATIONS
		<ol style="list-style-type: none"> <li>6. Experience assisting clients develop Strategic Plans.</li> </ol>
<b>Strategic Project Manager</b>	<ol style="list-style-type: none"> <li>1. Lead and manage completion and performance of deliverable and service requirements described in <b>Section B.4.</b>, Strategic Advisory Services Domain;</li> <li>2. Identify staffing levels and direct additional Vendor staff to complete the deliverables, tasks, and services described in <b>Section B.4.</b>, Strategic Advisory Services Domain; and</li> <li>3. Ensure that any additional strategic services staff the Vendor assigns to complete requirements under the Contract resulting from this solicitation meet the qualifications needed for the work to which they are assigned.</li> </ol>	<ol style="list-style-type: none"> <li>1. Five (5) years of experience as a strategic planner. Preference given for strategic planning experience in Federal, state or local healthcare policy and technology, healthcare industry, or at an executive management level;</li> <li>2. Five (5) years of project or portfolio management experience;</li> <li>3. Experience in Medicaid Information Technology Architecture (MITA), including MITA 3.0;</li> <li>4. Active Project Management Professional (PMP) certification;</li> <li>5. Experience with executive visioning and team training; and</li> <li>6. Experience in business process redesign and business operating model design.</li> </ol>
<b>Technical Project Manager/Enterprise Architect</b>	<ol style="list-style-type: none"> <li>1. Lead and manage completion and performance of deliverables and services described in <b>Section B.6.</b>, Technical Advisory Services Domain;</li> <li>2. Serve as the Medicaid Enterprise Systems Architect;</li> <li>3. Identify staffing levels and direct additional Vendor staff to accomplish the deliverables, tasks, and services described in <b>Section B.6.</b>, Technical Advisory Services Domain;</li> <li>4. Support the translation of strategic business objectives and processes to technical solutions, and technical solutions to strategic business objectives and processes;</li> <li>5. Understand, analyze, and solve highly complex technical</li> </ol>	<ol style="list-style-type: none"> <li>1. Five (5) years of experience in providing technical advisory services;</li> <li>2. Five (5) years of experience as a systems architect. Preference given for experience in large transformational projects;</li> <li>3. Experience in Medicaid Information Technology Architecture (MITA), including MITA 3.0;</li> <li>4. Experience with structured systems test plans and user acceptance testing;</li> <li>5. Experience with integrated systems analysis and recommending new technologies to enhance existing and legacy systems;</li> </ol>

## ATTACHMENT B SCOPE OF SERVICES

**TABLE 3  
KEY STAFF RESPONSIBILITIES AND QUALIFICATIONS**

KEY POSITION	ROLES AND RESPONSIBILITIES	MINIMUM QUALIFICATIONS
	<p>problems involving relational databases, systems integration, interoperability, and data repository models; and</p> <p><b>6.</b> Ensure that any additional technical advisory services staff the Vendor assigns to complete requirements under the Contract resulting from this solicitation meet the qualifications needed for the work to which they are assigned.</p>	<p><b>6.</b> Knowledge of architectures and industry standard techniques and methodologies such as: The Open Group Architecture Framework (TOGAF), Zachman Framework, and Information Technology Infrastructure Library (ITIL);</p> <p><b>7.</b> Preference given for experience in both business and systems architectures; and</p> <p><b>8.</b> Preference given for experience with healthcare information systems such as Medicaid Management Information Systems (MMIS), Enterprise Data Warehouse (EDW), Decision Support System (DSS), Eligibility and Enrollment Systems, Health Information Exchange (HIE) and/or Health Information Technology (HIT), preferably with post Affordable Care Act (ACA) efforts.</p>
<p><b>Programmatic Project Manager</b></p>	<p><b>1.</b> Lead and manage completion and performance of deliverables and services described in <b>Section B.5.</b>, Programmatic Advisory Services Domain;</p> <p><b>2.</b> Identify staffing levels and direct additional Vendor staff to accomplish the Programmatic Domain deliverables, tasks, and services as described in <b>Section B.5.</b>, Programmatic Advisory Services Domain; and</p> <p><b>3.</b> Ensure that any additional programmatic services staff the Vendor assigns to complete requirements under the Contract resulting from this solicitation meet the qualifications needed for the work to which they are assigned.</p>	<p><b>1.</b> Five (5) years of project management experience. Preference given for experience managing related services under a public sector contract, Medicaid or the healthcare industry;</p> <p><b>2.</b> Experience with government procurement processes, preferably with the State of Florida;</p> <p><b>3.</b> Active Project Management Professional (PMP) certification;</p> <p><b>4.</b> Experience in Medicaid Information Technology Architecture (MITA), including MITA 3.0;</p> <p><b>5.</b> Experience providing guidance in a complex technical environment analyzing enterprise business</p>



## ATTACHMENT B SCOPE OF SERVICES

TABLE 3 KEY STAFF RESPONSIBILITIES AND QUALIFICATIONS		
KEY POSITION	ROLES AND RESPONSIBILITIES	MINIMUM QUALIFICATIONS
		<p>needs and requirements for advancing maturity of processes;</p> <p><b>6.</b> Contract negotiation and analytical skills;</p> <p><b>7.</b> Preference given for experience working with CMS on Federally funded projects or programs, large-scale health care experience, and/or Medicaid projects; and</p> <p><b>8.</b> Preference given for experience developing and writing Advanced Planning Documents (APDs).</p>

2. Key staff are subject to Agency approval.
3. The Vendor shall provide a written justification, subject to Agency approval, for any key staff that the Vendor proposes to fulfill more than one key staff position, be less than full-time, and/or be less than one hundred percent (100%) dedicated to the Contract resulting from this solicitation.
4. The Vendor shall not replace or reassign key staff without prior Agency written approval, which shall not be unreasonably withheld.
5. Key staff shall respond to electronic communication from the Agency within one (1) business day, excluding approved absence. Key staff shall provide a written delegation of authority for approved days of absence.
6. Key staff and additional staff identified by the Vendor shall be available to meet with the Agency in person and perform the resulting Contract requirements that require an on-site presence as described in this solicitation, at the Agency's headquarters location in Tallahassee, Florida, as often as needed.
7. All applicable staff must have completed a background screening as described in **Attachment A**, Instructions and Special Conditions, **Section A.2.**, Special Terms and Conditions, **Sub-Section Q.**, Background Screening.

### **B. Qualification Documentation Requirements**

1. All persons assigned to the performance of the resulting Contract shall be employees of the Vendor (or specified subcontractor) and shall be fully qualified to perform the services required in this solicitation.
2. The Vendor may request a waiver for specific minimum qualification requirements of key staff, by submitting a written request and justification to the Agency's Contract Manager.

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3. The Vendor shall submit the following qualification and experience documentation for key staff within twenty (20) business days of execution of the Contract resulting from this solicitation:
  - a. Resume including educational experience and work experience with detailed descriptions;
  - b. Supervisor contact information including name, phone number and email address for the qualifying work experience;
  - c. Proof of professional certification(s), if applicable; and
  - d. Originally signed attestation from each of the proposed key staff that he or she meets the specified qualification and experience requirements for the key staff position that he or she is proposed to fulfill.
  
4. The Vendor shall submit the following qualification and experience documentation for all new key staff prior to staff acquisition for Agency's review and approval.
  - a. Resume, including educational experience and work experience with detailed descriptions;
  - b. Supervisor contact information including name, phone number and email address for the qualifying work experience;
  - c. Proof of professional certification(s), if applicable; and
  - d. Originally signed attestation from each of the proposed key staff that he or she meets the specified qualification and experience requirements for the key staff position that he or she is proposed to fulfill.
  
5. Upon notice by the Agency, the Vendor shall remove any staff whose continued presence would be detrimental to the completion of the resulting Contract services.

### C. Staffing Levels

1. The Vendor shall maintain the key staff to perform the services required in this solicitation throughout the resulting Contract term. The Vendor shall notify the Agency within two (2) business days of determination that a key staff person shall be replaced, terminated, or otherwise removed from the resulting Contract.
  
2. The Vendor shall provide additional staff in sufficient quantity and skill sets, as needed, to enable the Vendor to provide consistent and high quality deliverables and supporting work products, including during periods in which work on multiple projects is underway. The Vendor shall utilize additional staff to perform work on tasks consistent with staff position categories in **Exhibit B-1, Staff Positions**.
  
3. The Vendor shall also be prepared to release staff, as needed, when additional staff are no longer needed for the current status of MES projects. The Vendor

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shall be prepared at all times to recruit qualified staff to implement all aspects of the services required in this solicitation and the resulting Contract within the stated timeframes.

4. In the event the Agency determines the Vendor's staff or staffing levels are not sufficient to complete the services specified in this solicitation and the resulting Contract, it may advise the Vendor in writing and the Vendor shall have ten (10) business days to remedy the identified staffing deficiency(ies) to the satisfaction of the Agency.

### **D. Human Resource and Staff Management Plan**

1. The Vendor shall develop a Human Resource and Staff Management Plan for Agency review and approval within twenty (20) business days of execution of the Contract resulting from this solicitation. At a minimum, the Human Resource and Staff Management Plan shall include the following:
  - a. Staff organizational chart that identifies staff by name, position title, and staff position;
  - b. Roles, responsibilities, and authority for staff;
  - c. Staff acquisition and release dates;
  - d. Resource calendars;
  - e. Staff physical location, working hours, and percentage of work time allocated to the Contract resulting from this solicitation;
  - f. Staff acquisition plan;
  - g. Plan for identification, tracking and resolution of staffing level deficiencies, and reporting staffing level deficiencies to the Agency;
  - h. Description of the automated tool for tracking and reporting staff allocation and hours across task orders;
  - i. Training requirements; and
  - j. Regulations, standards, and policy compliance requirements.
2. The Vendor shall submit a revised Human Resource and Staff Management Plan for Agency review and approval within ten (10) business days of staff changes or other changes to the plan.

### **B.8. Reporting Requirements**

#### **A. General Reporting Requirements**

1. The Vendor shall adhere to reporting requirements included in this solicitation. The Agency reserves the right to review, approve, and direct the Vendor to amend or update reports and/or report formats, in accordance with the best

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interests of the Agency and at no cost to the Agency. The Agency shall notify the Vendor of such modifications in writing.

2. All electronic transmission of reports and supporting documentation containing beneficiary Personal Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) must be encrypted to meet the HIPAA privacy standards. Unless otherwise directed by the Agency, all electronic reports shall be formatted using Microsoft Word or Excel, and Visio, Version 2016 or later and Microsoft Project 2016 for the project schedule and work breakdown structure. Supporting documentation may be submitted in Adobe PDF format. The Vendor shall maintain the capability to upgrade electronic report formats as directed by the Agency and shall use the Agency's SharePoint repository.
3. The Vendor shall submit deliverable specific reports as described in this solicitation in a format approved by the Agency and in accordance with the deliverable schedule contained in **Table 1, Initial Deliverables and Due Dates**, or the Agency-approved individual task orders, as applicable.

### **B. Specific Status Reporting Requirements**

1. The Vendor shall develop, document, and submit to the Agency's Contract Manager, a monthly Project Status Report on a schedule approved by the Agency. The status report shall include the following:
  - a. Reporting period;
  - b. Summary of the current progress of all active task orders, including completed activities and planned activities;
  - c. Summary and status of any change requests;
  - d. Summary and status of any pending task order requests;
  - e. Project management performance data including scope, schedule, and cost management;
  - f. Issues and possible solutions;
  - g. Risk status, with emphasis on changes in risks, risk triggers, or the occurrence of risk items; and
  - h. Human resource and staff management including staff organization chart; roles, responsibilities, and authority for all staff; staff acquisition and release dates; resource calendars; and identification of any staffing level deficiencies and the status of the actions taken to resolve the deficiency/ies.
2. The Vendor shall assess and document lessons learned and recommendations as documented in the approved SEAS Management Plan throughout the Contract term resulting from this solicitation.

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3. At the end of the Contract resulting from this solicitation, the Vendor shall develop, document and submit to the Agency's Contract Manager a summary lessons learned and observations report that could be used to improve performance on future projects. This report is due twenty (20) business days prior to the end of the resulting Contract term.
4. Report formats shall be finalized and approved by the Agency no later than twenty (20) business days after execution of the Contract resulting from this solicitation, with the exception of ad-hoc report format(s). Status reports shall leverage formats provided by the AST.
5. Ad hoc reports requested by the Agency shall be submitted within ten (10) business days after the date of the request, unless the Agency directs the Vendor to provide the data or information in less than ten (10) business days.

### **B.9. SEAS Management**

#### **A. SEAS Management Plan**

1. The Vendor shall perform SEAS Management in accordance with the Agency-approved SEAS Management Plan. The Vendor shall develop and document its approach to managing the requirements of the resulting Contract. The Vendor shall develop and document processes and procedures for providing strategic enterprise advisory services.
2. The Vendor shall develop and document the **SEAS Management Plan (Initial Deliverable No. O-1)** including, at a minimum, processes and procedures for the following:
  - a. Performing professional project management in accordance with the current edition of the Project Management Institute's (PMI) Standard for Portfolio Management, Standard for Program Management, Project Management Body of Knowledge (PMBOK® Guide), and the Agency for State Technology (AST) requirements including the Florida Information Technology Project Management and Oversight Standards described in Florida Administrative Rule 74-1.001 through 74-1.009, F.A.C.;
  - b. Developing documentation and complying with the AST requirements for the Contract resulting from this solicitation;
  - c. Maintaining independence and objectivity, and adhering to the conflict of interest requirements described in 48 CFR 9.505, and Section 287.057(17), F.S., throughout the resulting Contract term;
  - d. Complying with the Agency's IV&V Vendor's requirements, including submitting the Vendor's deliverables and work products to the Agency's IV&V Vendor for review;
  - e. Addressing any documented findings and recommendations found within the Agency's IV&V Vendor's monthly Program Executive Status Report;

## **ATTACHMENT B SCOPE OF SERVICES**

- f. Processes and procedures for assessing and documenting lessons learned and recommendations on a scheduled basis, throughout the Contract term resulting from this solicitation; and
- g. Processes and procedures for ensuring quality assurance and deliverable management to include, at a minimum, all requirements addressed in **Section B.9.**, SEAS Management, **Sub-Section B.**, Quality Assurance Plan.

### **B. Quality Assurance Plan**

1. The Vendor shall designate the individual(s) responsible for high-level Quality Assurance (QA) activities associated with or that affect the Contract resulting from this solicitation.
2. The Vendor shall establish, maintain and submit to the Agency for approval, a written internal QA Plan for meeting the service and deliverable requirements specified in this solicitation and the Contract resulting from this solicitation.
3. The Vendor's QA Plan shall incorporate quality review procedures that document QA review steps completed prior to delivering documents to the Agency.
4. The Vendor's QA Plan shall incorporate escalation procedures for risks and issues.
5. The Vendor's QA Plan shall incorporate performance improvement processes.
6. Each deliverable shall be approved in accordance with the Vendor's written internal QA Plan. The Agency retains final approval authority for all deliverables. Each deliverable should be oriented, branded and presented as the property of the Agency, as each shall become a permanent organizational asset of the Agency.

### **C. Deliverable Management**

1. In order to ensure effective direction of project deliverables and to minimize Agency review and Vendor revision times, the Vendor shall perform deliverable management for each deliverable. The Vendor shall perform deliverable management for initial deliverables submitted to the Agency in accordance with **Table 1, Initial Deliverables and Due Dates**, and for deliverables produced under task orders.
2. The Vendor shall develop and submit a Deliverable Expectation Document (DED), to include the Vendor's proposed format and content, within five (5) business days of the Agency's approval to commence work on the deliverable.
3. The Agency shall establish Agency deliverable review timeframes and Vendor revision timeframes customized for each deliverable. The Vendor revisions shall use the Microsoft Office track changes and comments features, if available in the approved format, and shall use version control numbering of documents and include an amendment history chart in each document. The Vendor shall

## **ATTACHMENT B SCOPE OF SERVICES**

conduct walk-throughs of the DED with the Agency, unless otherwise directed by the Agency.

4. In addition to specific deliverable requirements, all deliverables are subject to the following Approval Criteria:
  - a. Deliverable is completed and submitted by the required due date;
  - b. Deliverable conforms to the Agency-approved DED, as applicable;
  - c. Deliverable required components are present in the deliverable;
  - d. The deliverable functions as expected and is fit for use; and
  - e. The deliverable meets the Agency's requirements for completeness, timeliness and accuracy.
5. The Vendor shall utilize and maintain the Agency's SharePoint repository for document management for deliverables and work products.

### **D. SEAS Turnover**

1. At the time of resulting Contract completion, the Vendor shall cooperate with the Agency in transitioning responsibilities of the resulting Contract to the Agency or another Vendor.
2. The Vendor shall develop and document a SEAS Turnover Plan to transition services to a new vendor or other designated entity at the end of the Contract term resulting from this solicitation. The Vendor shall develop and document its approach to the SEAS turnover and the SEAS Turnover Plan must include processes and procedures for the following:
  - a. Documenting inventory and migrating to an Agency-hosted SharePoint repository for any applicable documentation not stored on an Agency-hosted SharePoint repository at the time of turnover, including transferring any paper copies to electronic format for transfer, and shredding all remaining hardcopies;
  - b. Resource requirements for turnover and the retention of resources through the end of the resulting Contract term;
  - c. Off-boarding and on-boarding of transitioning resources;
  - d. Process shadowing to accelerate knowledge transfer;
  - e. Documenting skillsets and training needs required for transitioning resources;
  - f. Financial reconciliation of the resulting Contract, including liquidated damages, if applicable;
  - g. Project plan and activity list for the turnover activities; and





## ATTACHMENT B SCOPE OF SERVICES

- g. Identification of risks and barriers associated with the transition of services to a new Vendor and solutions for overcoming them.
7. The successful Vendor shall deliver to the Agency, or its authorized representative, all Contract-related records and data in a format specified by the Agency, within sixty (60) calendar days from the expiration or termination of the resulting Contract. This obligation survives termination of the Contract.

### B.10. Performance Standards and Liquidated Damages

- A. The Agency may impose liquidated damages as identified in **Table 4, Performance Standards and Liquidated Damages**, below, when the Vendor has failed to meet the performance standard requirements.
- B. The Agency may elect to apply the liquidated damages remedies up to the amounts provided in **Table 4, Performance Standards and Liquidated Damages**, in the event the Vendor fails to perform its obligations under the Contract resulting from this solicitation in a proper and/or timely manner. Upon determination by the Agency that the Vendor has failed to meet any of the requirements of the resulting Contract in a proper and/or timely manner, the Agency shall notify the Vendor in writing of the deficiency and of the potential liquidated damages to be assessed. Should the deficiency remain uncorrected for more than twenty (20) business days from the date of the original notification of the deficiency by the Agency, the Agency may impose an additional liquidated damage of **\$500.00** per business day for each business day from the date of the original notification to the Vendor until said deficiency is resolved.
- C. All liquidated damages remedies set forth in **Table 4, Performance Standards and Liquidated Damages**, may, at the Agency's election, be retroactive to the date of the initial occurrence of the failure to comply with the terms of the Contract resulting from this solicitation as set forth in the notice of deficiency from the Agency and may continue until such time as the Agency determines the deficiency has been cured.
- D. If liquidated damages are assessed, the Agency shall reduce the Vendor's payment for deliverables in the next available invoice by the amount of damages.

<b>TABLE 4 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES</b>	
<b>Performance Standard Requirement</b>	<b>Liquidated Damage</b>
Failure to maintain and/or provide proof of required insurance as described in the resulting Contract ( <b>Attachment A.</b> , Instructions and Special Conditions, <b>Section A.1.</b> , Instructions, <b>Sub-Section C.</b> , Response Evaluation, Negotiation and Contract Award, <b>Item 7.</b> , Insurance).	<b>\$500.00</b> per business day.
First occurrence, failure to notify the Agency that a revision is required to the individual task order prior to completion of fifty percent (50%) of the estimated number of Vendor staff hours in the Agency-approved work plan ( <b>Section B.3.</b> , Services to be Provided by the Vendor, <b>Sub-Section C.</b> , Task Orders).	<b>\$200.00</b> per business day.
Subsequent to the first occurrence, failure to notify the Agency that a revision is required to the individual task order prior to completion of fifty percent (50%) of the estimated number of Vendor staff hours in	<b>\$200.00</b> per business day, increasing by <b>\$100.00</b> per business day for each

## ATTACHMENT B SCOPE OF SERVICES

<b>TABLE 4 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES</b>	
<b>Performance Standard Requirement</b>	<b>Liquidated Damage</b>
the Agency-approved work plan ( <b>Section B.3.</b> , Services to be Provided by the Vendor, <b>Sub-Section C.</b> , Task Orders).	occurrence subsequent to the first occurrence.
Failure to submit a completed initial deliverable that contains all deliverable specification requirements, by the due date identified in <b>Table 1</b> , Initial Deliverables and Due Dates, in the Contract resulting from this solicitation ( <b>Section B.3.</b> , Services to be Provided by the Vendor, <b>Sub-Section B.</b> , Initial Deliverables).	<b>\$1,000.00</b> per business day.
Failure to submit a completed deliverable, that contains all deliverable specification requirements, by the due date identified in an Agency-approved task order ( <b>Section B.3.</b> , Services to be Provided by the Vendor, <b>Sub-Section C.</b> , Task Orders).	<b>\$1,000.00</b> per business day.
Failure to perform a service in accordance with the schedule in an Agency-approved task order ( <b>Section B.3.</b> , Services to be Provided by the Vendor, <b>Sub-Section C.</b> , Task Orders).	<b>\$1,000.00</b> per business day.
Failure to submit a completed Quarterly Work Plan no later than fifteen (15) business days prior to the forthcoming quarter that contains all specification requirements ( <b>Section B.3.</b> , Services to be Provided by the Vendor, <b>Sub-Section D.</b> , Quarterly Work Plan).	<b>\$500.00</b> per business day.
Failure to submit a revised Quarterly Work Plan within five (5) business days following approval of a task order amendment, or in accordance with a schedule agreed upon in writing with the Agency ( <b>Section B.3.</b> , Services to be Provided by the Vendor, <b>Sub-Section D.</b> , Quarterly Work Plan).	<b>\$500.00</b> per business day.
Failure to submit Quarterly Documentation that contains all specification requirements ( <b>Section B.3.</b> , Services to be Provided by the Vendor, <b>Sub-Section E.</b> , Quarterly Documentation).	<b>\$100.00</b> per business day.
Failure to notify the Agency within two (2) business days of determination that a key staff person shall be replaced, terminated, or otherwise removed from the resulting Contract ( <b>Section B.7.</b> , Vendor Staffing, <b>Sub-Section C.</b> , Staffing Levels).	<b>\$500.00</b> per business day.
Failure to submit Qualification and Experience Documentation for all staff, that contains all specification requirements, to the Agency within twenty (20) business days of resulting Contract execution ( <b>Section B.7.</b> , Vendor Staffing, <b>Sub-Section B.</b> , Qualification Documentation Requirements).	<b>\$200.00</b> per business day.
Failure to submit Qualification and Experience Documentation for all new key staff, that contains all specification requirements, to the Agency for review and approval prior to staff acquisition ( <b>Section B.7.</b> , Vendor Staffing, <b>Sub-Section B.</b> , Qualification Documentation Requirements).	<b>\$500.00</b> per business day.
Failure to remedy staffing deficiency(ies) within ten (10) business days from receipt of written Agency notification of the identified staffing deficiency(ies) ( <b>Section B.7.</b> , Vendor Staffing, <b>Sub-Section C.</b> , Staffing Levels).	<b>\$500.00</b> per business day.

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<b>TABLE 4 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES</b>	
<b>Performance Standard Requirement</b>	<b>Liquidated Damage</b>
Failure to submit a Human Resource and Staff Management Plan, that contains all specification requirements, to the Agency within twenty (20) business days of Contract execution ( <b>Section B.7.</b> , Vendor Staffing, <b>Sub-Section D.</b> , Human Resource and Staff Management Plan).	<b>\$200.00</b> per business day.
Failure to submit a revised Human Resource and Staff Management Plan, that contains all specification requirements, to the Agency within ten (10) business days of staff changes or other changes to the plan ( <b>Section B.7.</b> , Vendor Staffing, <b>Sub-Section D.</b> , Human Resource and Staff Management Plan).	<b>\$500.00</b> per business day.
Failure to submit a monthly Project Status Report that contains all specification requirements in accordance with the schedule approved by the Agency ( <b>Section B.8.</b> , Reporting Requirements, <b>Sub-Section B.</b> , Specific Status Reporting Requirements).	<b>\$300.00</b> per business day.
Failure to submit an ad hoc report requested by the Agency within ten (10) business days after the date of the request, or as agreed to in writing with the Agency ( <b>Section B.8.</b> , Reporting Requirements, <b>Sub-Section B.</b> , Specific Status Reporting Requirements).	<b>\$200.00</b> per business day.
Failure to submit lessons learned and recommendations on the scheduled basis approved in the SEAS Management Plan, or the summary lessons learned and observations report within twenty (20) business days prior to the end of the resulting Contract term. ( <b>Section B.8.</b> , Reporting Requirements, <b>Sub-Section B.</b> , Specific Status Reporting Requirements).	<b>\$200.00</b> per business day.
Failure to submit, establish, maintain, or comply with an Agency-approved SEAS Management Plan, including internal quality assurance (QA) plans and deliverable management requirements ( <b>Section B.9.</b> , SEAS Management, <b>Sub-Section B.</b> , Quality Assurance Plan).	<b>\$500.00</b> per business day.
Failure to submit a complete Deliverable Expectation Document within five (5) business days of the Agency's approval to commence work on the deliverable ( <b>Section B.9.</b> , SEAS Management, <b>Sub-Section C.</b> , Deliverable Management).	<b>\$200.00</b> per business day.
Failure to submit, establish, maintain, or comply with an Agency-approved Turnover Plan as required by the Agency ( <b>Section B.9.</b> , SEAS Management, <b>Sub-Section D.</b> , SEAS Turnover).	<b>\$300.00</b> per business day.

### **B.11. Special Provisions**

#### **A. Vendor Contracted Work and Collaboration**

1. Contracted services shall be provided in accordance with the terms of this solicitation, the Vendor's response to this solicitation, and approved task orders that are developed as part of the resulting Contract.
2. The Vendor shall cooperate and work with other vendors as required, including, but not limited to the Independent Validation and Verification (IV&V) vendor, and other MES vendors. The Vendor shall comply with the Agency's IV&V Vendor's

## **ATTACHMENT B SCOPE OF SERVICES**

requirements including providing the Vendor's deliverables and work products to the Agency's IV&V Vendor for review.

3. The Vendor shall cooperate and work with the Systems Integrator (SI) vendor, including, but not limited to MES projects, maintaining data and technical standards, communicating with other MES vendors, and enterprise data security.
4. The Vendor shall develop documentation and comply with the Agency for State Technology (AST) requirements for the Contract resulting from this solicitation including the Florida Information Technology Project Management and Oversight Standards described in Florida Administrative Rule 74-1.001 through 74-1.009, F.A.C., and for applicable MES projects.

### **B. Acknowledgement of the Relationship between the Agency and the Vendor**

1. The Agency acknowledges the Vendor as its Strategic Enterprise Advisory Services (SEAS) Vendor for the duration of the resulting Contract. In no way will the Vendor represent itself directly or by inference as a representative of the Agency or the Florida Medicaid program except within the confines of its role as the SEAS Vendor.
2. The Vendor may use the State of Florida as a reference in solicitations of similar work in other states, and the Agency will honestly and candidly report the requirements of the Vendor and the Agency's level of satisfaction with the Vendor's performance in meeting those requirements.
3. The Vendor shall maintain independence and objectivity throughout the resulting Contract term. The Vendor, including any subcontractors to the SEAS Vendor, is precluded from competing for contract award of the upcoming Independent Verification & Validation (IV&V) services; Florida MES Systems Integrator (SI) services; the FMMIS module procurements; the MITA business-aligned module procurements; and any other Florida related MES procurements in accordance with Federal and State conflict of interest laws.

### **C. Contract Monitoring**

1. The Agency shall formally evaluate the Vendor's performance on a quarterly basis. The Agency shall monitor the Vendor's performance through the provision of service requirements, deliverable review, monthly status reports submitted throughout the resulting Contract term, and in person meetings. The Agency reserves the right to use other means of monitoring as deemed necessary by the Agency, and to monitor the Vendor as frequently as needed as determined by the Agency.
2. The Vendor shall comply with generally accepted financial and audit controls. The Vendor shall actively manage the performance of itself and any subcontractor(s) in meeting the performance requirements specified in the resulting Contract.

# ATTACHMENT B

## SCOPE OF SERVICES

### B.12 Definitions and Acronyms

**ADVANCED PLANNING DOCUMENT (APD)** – The Advance Planning Document (APD) is a Federally required document for States to inform CMS of their recorded plan of action to request Federal funding approval for a project to accomplish needs and objectives. The term APD refers to a Planning APD, Implementation APD, or to an APD Update.

**AGENCY FOR STATE TECHNOLOGY (AST)** – The Florida agency that develops and publishes information technology policy for the management of the State's information technology resources, oversees the State's essential technology projects, and manages the State Data Center.

**AGENCY SHAREPOINT REPOSITORY** – A website page on the Agency portal (internet) that contains the collective body of information about a specific topic or activity.

**APPLICATION PROGRAMMING INTERFACE (API)** - A software intermediary that makes it possible for application programs to interact with each other and share data. An open API uses a common or universal language or structure to promote more universal access.

**BUSINESS CAPABILITY MATRIX (BCM)** – Defines the maturation characteristics for individual business processes. The Business Capability Matrix aligns with the Maturity Model.

**BUSINESS PROCESS MODEL (BPM)** – Defines a set of common business processes for the Medicaid Enterprise. It describes what an organization or business does, including the events that initiate those processes (i.e., the trigger event), and also describes the results of those processes. It is represented in a visual diagram or narrative representation of the sequential flow and control logic of a set of related activities or actions. The MITA BPM consists of ten (10) business areas, twenty-one (21) business categories and eighty (80) business processes.

**BUSINESS PROCESS OWNER** – The individual within an organization who is responsible for coordinating and managing workflow and activities at every stage and level of a process, and is responsible for the continuous improvement of the process.

**CENTERS FOR MEDICARE AND MEDICAID SERVICES (CMS)** – The organizational unit of the United States (U.S.) Department of Health and Human Services responsible for administration of the Title XIX and Title XXI Programs under the Social Security Act.

**CERTIFICATION** – The written acknowledgment by CMS that the operational FMMIS components meet all legal and operational requirements necessary for Federal Financial Participation (FFP). See Medicaid Enterprise Certification Toolkit.

**CMS CONDITIONS AND STANDARDS** – The standards and conditions that must be met by the states in order for Medicaid technology investments (including traditional claims processing systems, as well as eligibility systems) to be eligible for enhanced Federal Financial Participation (FFP) funding.

**CODE OF FEDERAL REGULATIONS (CFR)** – The Federal rules that direct the Agency in its administration of the Medicaid program.

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**COMMERCIAL OFF-THE-SHELF (COTS)** – COTS software is specialized software designed for specific applications that is available for sale or lease to other users in the commercial marketplace, and that can be used with little or no modification.

**CONCEPT OF OPERATIONS (CONOPS)** – A component of MITA Business Architecture. It is an approach from industry best practices to describe current business operations and the future environment providing a structure for defining a vision and establishing common goals for improvements.

**DESIGN AND IMPLEMENTATION** – The set of processes that comprise the final phases of an MES project, including the MECT phase for Requirements, Design and Development and the MECT phase for Integration, Testing and Implementation. Replaces the older term Design, Development and Implementation (DDI).

**ENTERPRISE GOVERNANCE** – See Governance.

**FEDERAL FINANCIAL PARTICIPATION (FFP)** – The percentage amount contributed by the Federal government towards a category of costs in the Florida Medicaid program.

**FISCAL AGENT (FA)** – Refers to the vendor operating the MMIS claim/encounter processing and the supporting provider and recipient eligibility functions. The FA processes Medicaid provider claims for payments and performs certain other related functions as an agent for the Agency.

**FLORIDA MEDICAID MANAGEMENT INFORMATION SYSTEM (FMMIS)** – The Florida Medicaid Management Information System is the State's Medicaid claims processing and information system.

**GOVERNANCE** - The management framework and decision-making processes of an organization under which program and portfolio decisions are made in order to achieve organizational objectives. Governance addresses roles and responsibilities, accountability, disclosure and transparency, risk management and control, decision making, ethics, performance and effectiveness, and implementation of strategy.

**INDEPENDENT VERIFICATION AND VALIDATION (IV&V)** – A well-defined standard process for examining the organizational, management, and technical aspects of a project to determine the effort's adherence to industry standards and best practices, to identify risks, and make recommendations for remediation, where appropriate (45 CFR Part 95).

**INFORMATION CAPABILITY MATRIX (ICM)** – Defines the information capabilities, (i.e., DMS, CDM, LDM and Data Standards) identified in the business process that enable technical capabilities. The ICM describes an Information Architecture component at a specific level 1-5 of MITA Maturity for each of the business areas.

**INFORMATION TECHNOLOGY (IT)** – Any equipment, or 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. IT includes computers, ancillary equipment, software, firmware, and similar procedures, services (including support services), and related resources.

**INITIAL DELIVERABLE** – Those deliverables designated as start-up and infrastructure development and documentation upon which subsequent ongoing work is based. Initial

## **ATTACHMENT B SCOPE OF SERVICES**

deliverables are generally expected to be one-time items with as-needed updates over the term of the resulting Contract.

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

**KEY STAFF** – Vendor staff having authority and responsibility for planning, directing, and controlling the activities of the Vendor.

**LEGISLATIVE BUDGET REQUEST (LBR)** – A document submitted to the Florida Legislature to request funding for Agency projects for the upcoming State fiscal year.

**MEDICAID** – The Federal medical assistance program authorized in Title XIX of the Social Security Act.

**MEDICAID ENTERPRISE** – The Medicaid Enterprise is defined in the MITA context as the domain in which Federal matching funds apply. The State domain centers on the Medicaid environment including leveraged systems and interconnections among Medicaid stakeholders, providers, beneficiaries, insurance affordability programs (e.g., Children’s Health Insurance Program (CHIP), tax credits, Basic Health Program), Health Insurance Exchange (HIX), Health Information Exchange (HIE), other state and local agencies, other payers, CMS, and other Federal agencies, and includes the sphere of influence touched by MITA (e.g., national and Federal initiatives such as HITECH).

**MEDICAID ENTERPRISE SYSTEM (MES)** – The collection of interdependent systems that are both within the Agency and exist in other state or Federal agencies that manage the provision of essential services to Medicaid recipients and collect data that are key to the management and operation of the Medicaid program in Florida.

**MEDICAID ENTERPRISE CERTIFICATION LIFECYCLE (MECL)** – The phased approach a state and its contractors use in planning, creating, testing, deploying, and maintaining the MMIS in order to comply with CMS certification requirements.

**MEDICAID ENTERPRISE CERTIFICATION TOOLKIT (MECT)** - A body of information and checklists to provide a consistent, detailed process to certify an MMIS and to help states prepare for the Federally required certification review of a state’s MMIS. The current version 2.1 was released by CMS in March 2016, and has been updated to accommodate modular and agile development, refined certification criteria, a new approach to CMS-State partnership during MMIS development, and to reflect the latest regulations and guidance.

**MES PROJECT** – An enterprise governance-approved Medicaid Enterprise Systems (MES) project that carries out the objectives of the Enterprise Systems Strategic Plan or other Agency business need(s).

**MES VENDOR** – A vendor that provides Medicaid enterprise functionality or services such as provider enrollment, managed care enrollment operations, member outreach, claims processing, encounter processing, and financial management.

**MES SYSTEM CHANGE** - Modification of system functionality including information and technical architecture.

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**MEDICAID INFORMATION TECHNOLOGY ARCHITECTURE (MITA)** – An initiative by the Federal CMS intended to foster integrated business and IT transformation across the Medicaid Enterprise to improve the administration of the Medicaid program. It promotes modernization of MMIS operated by the States by promoting greater interoperability with other systems, use of COTS software, reusable programs and systems, and system analysis that allows business needs to drive system development.

**MITA SHAREPOINT REPOSITORY** – A website page on the Agency portal (internet) that contains the collective body of information about Florida Medicaid program's MITA documentation, including the annual State Self-Assessment.

**MEDICAID MANAGEMENT INFORMATION SYSTEM (MMIS)** – The Medicaid Management Information System, a state's Medicaid claims processing and information system. It is a CMS-approved system that supports the operation of the Medicaid Program. The MMIS includes the following types of sub-systems or files: beneficiary eligibility, Medicaid provider, claims processing, pricing, Surveillance and Utilization Review Subsystem (SURS), Medicaid Accounts Receivables System (MARS), and encounter processing.

**MILESTONE** – The measuring point used to review and approve progress, to authorize continuation of work, and, depending on the terms of the resulting Contract, to pay for work completed.

**MODULARITY** - A condition that requires acquisition of loosely coupled modules with open, documented interfaces, including COTS solutions, that allow for vendor-independent integration of modules into an overall business solution.

**OPERATIONAL WORK PLAN (OWP)** – A document required by the Florida Legislature that provides a description of how a funded project's work will be done, the flow of work from input to end results, including project management plan, risk management, project schedule, critical success factors, and project spending plan.

**ORGANIZATIONAL CHANGE MANAGEMENT (OCM)** - A framework for managing the effect of new business processes, changes in organizational structure or cultural changes within an enterprise. Simply put, OCM addresses the people side of change management.

**PERFORMANCE METRIC** – A measure that describes a quality, requires a measurement baseline, and is useful for evaluating compliance, process effectiveness, and measuring success against established objectives.

**PROJECT MANAGEMENT BODY OF KNOWLEDGE (PMBOK®)** – A library of project management skills, tools and standards used by the Project Management Institute to measure and certify Project Management Professionals.

**PROJECT MANAGEMENT INSTITUTE (PMI)** – A U.S. non-profit professional organization for the project management profession that offers eight (8) certifications that recognize knowledge and competency, including the Project Management Professional (PMP) certification.

**PROTECTED HEALTH INFORMATION (PHI)** – For purposes of this Attachment, protected health information shall have the same meaning and effect as defined in 45 CFR 160 and 164, limited to the information created, received, maintained or transmitted by the Managed Care Plan from, or on behalf of, the Agency.



## **ATTACHMENT B SCOPE OF SERVICES**

**SECURITY** – The processes and activities for controlling access to system resources which include sensitive and statutorily protected data, for keeping information confidential and available, and for assuring its integrity. It includes protecting information no matter where that information is, i.e., in transit (such as in an email) or at rest (in a storage area), and the detection and remediation of security breaches, as well as documenting those events.

**SERVICE ORIENTED ARCHITECTURE (SOA)** – A method of connecting and grouping services in a network environment, with the intent of minimizing the need for human interaction. SOA is generally comprised of separate layers for the user interface, business and technical processes, and data models. In a data warehouse environment, the SOA will ideally have strong data governance, integration, quality, and metadata structures as well.

**STAKEHOLDER** – An individual, group, or organization, who may affect, be affected by, or perceive itself to be affected by a decision, activity, or outcome of a project.

**STATE SELF-ASSESSMENT (SS-A)** – A structured method for documenting and analyzing the MITA As-Is operations and To-Be environment of Business, Information, and Technical capabilities of the State Medicaid Enterprise. It provides the foundation for a gap analysis that supports the State's transition planning. The SS-A helps focus preparation of the APD to reflect an achievable funding request.

**STATE FISCAL YEAR (SFY)** – The 12-month period beginning July 1 and ending June 30.

**SYSTEM INTEGRATOR (SI)** - An entity that specializes in implementing, planning, coordinating, scheduling, testing, improving and sometimes maintaining a computing operation. SIs try to bring order to disparate suppliers. (source: Gartner)

**TASK/TASKS** – A piece of work to be done or undertaken.

**TASK ORDER** – Authorization to perform variable and intermittent MES project-related or ongoing task.

**TECHNICAL CAPABILITY MATRIX (TCM)** – Defines the maturation of Technical Services Area and Service Classification. It defines each technical capability with five (5) levels of maturity due to changes in business requirements or technology. The TCM technical components associated with each level are enablers of the corresponding business capability. Each technical capability consists of one or more technical services. Applying the maturity model to each technical capability yields the TCM, which shows how a business area matures over time. The Technical Capability Matrix aligns with the Maturity Model.

**USER**– Any individual or a group identified by the Agency as the persons authorized to use all or parts of FMMIS functions and Decision Support System (DSS) functions.

**USER ACCEPTANCE TESTING (UAT)** – Testing performed by the Agency and acts as a final validation of the required business functionality and proper functioning of a system. UAT emulates real world usage conditions.

**VALIDATION** – The review of information, data, and procedures to determine the extent to which they are accurate, reliable, free from bias and in accord with standards for data collection and analysis.

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**WEB SERVICE (WS)** – A MITA term that refers to a reusable software service that interacts with other software components by exchanging messages, typically using World Wide Web Consortium (W3C) and Organization for the Advancement of Structured Information Standards (OASIS). W3C defines web service as a software system designed to support interoperable machine-to-machine interaction over a network. Gartner defines web service as software components that employ one (1) or more of three (3) technologies, SOAP, WSDL and UDDI, to perform distributed computing.

**WORK BREAKDOWN STRUCTURE (WBS)** – A hierarchical decomposition of the total scope of services to be carried out by the project team to accomplish the project objectives and create the required deliverables. Each descending level of the WBS represents an increasingly detailed definition of the project work.

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# EXHIBIT B-1 STAFF POSITIONS

## JOB FAMILY: APPLICATIONS DEVELOPMENT

**Manager, Applications Development**

**Job#: 1210**

### **Scope Variant**

Level 2, Maps to the lead technical position

### **General Characteristics**

Coordinates systems analysis and applications development activities through direct and indirect staff. Directs development teams in the areas of scheduling, technical direction, future planning and standard development practices. Participates in budgeting and capital equipment processes and quality improvement activities for the development organization. Meets scheduled milestones to ensure project/ program objectives are met in a timely manner and has an in-depth knowledge of the principles, theories, practices and techniques for managing the activities related to planning, managing and implementing systems analysis and applications development projects and programs.

### **Dimensions**

#### **Education:**

Bachelor's Degree in Computer Science, Information Systems, or other related field. Or equivalent work experience.

#### **Experience:**

Typically has 7 to 10 years of IT and business work experience including managing team(s) in systems analysis and/or programming functions.

#### **Breadth:**

Middle level management in systems analysis and programming functions. Typically manages and mentors supervisors, project leads and/or technical staff. Works under general direction of senior level management. Frequently reports to a Director, Systems and Programming, Departmental IT Executive or Operating Unit IT Executive.

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# EXHIBIT B-1 STAFF POSITIONS

## JOB FAMILY: APPLICATIONS DEVELOPMENT

### Applications Architect

Job#: 1220

#### Scope Variant

Level D, Maps to the lead technical position

#### General Characteristics

Provides design recommendations based on long-term IT organization strategy. Develops enterprise level application and custom integration solutions including major enhancements and interfaces, functions and features. Uses a variety of platforms to provide automated systems applications to customers. Provides expertise regarding the integration of applications across the business. Determines specifications, then plans, designs, and develops the most complex and business critical software solutions, utilizing appropriate software engineering processes—either individually or in concert with project team. Will assist in the most difficult support problems.

Develops programming and development standards and procedures as well as programming architectures for code reuse. Has in-depth knowledge of state-of-the art programming languages and object-oriented approaches in designing, coding, testing and debugging programs. Understands and consistently applies the attributes and processes of current application development methodologies. Researches and maintains knowledge in emerging technologies and possible application to the business. Viewed both internally and externally as a technical expert and critical technical resource across multiple disciplines. Acts as an internal consultant, advocate, mentor and change agent.

#### Dimensions

##### Education:

Bachelor's or Master's Degree in Computer Science, Information Systems, or other related field. Or equivalent work experience.

##### Experience:

Typically has 7 to 10 years of experience in multiple IT areas and 2–3 years of relevant architecture experience. Requires advanced to expert level knowledge and understanding of architecture, applications systems design and integration.

##### Complexity:

Expert/lead technical role. Typically works on multiple IT projects as a project leader. Works on projects/issues of high complexity that require in-depth knowledge across multiple technical areas and business segments. Coaches and mentors more junior technical staff.

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## **EXHIBIT B-1 STAFF POSITIONS**

### **JOB FAMILY: APPLICATIONS DEVELOPMENT**

**Enterprise Application Integration (EAI) Engineer**

**Job#: 1230**

#### **Scope Variant**

Level C, Maps to the lead technical position

#### **General Characteristics**

Responsible for developing and deploying integrated solutions aimed at modernizing, consolidating and coordinating the independently designed applications within and across the enterprises. Determines how existing applications, legacy systems, databases, Web interfaces and/or hardware logic, which may be currently operating on multiple platforms, work together to meet the new and emerging enterprise requirements. Develops methods to efficiently reuse existing components. Works with users to gather business requirements, performs database analysis, codes and tests middleware routines to ensure successful and seamless communication among the various IT systems and applications components. Participates in component and data architecture design, software product evaluation and buy vs. build recommendations. Possesses skills and knowledge of Enterprise Application Integration (EAI) methodologies and processes such as object-oriented programming, distributed, cross-platform program communication using message brokers with Common Object Request Broker Architecture, enterprise-wide content and data distribution using common databases and data standards implemented with the Extensible Markup Language (XML), middleware applications and message queuing approaches.

#### **Dimensions**

##### **Education:**

Bachelor's or Master's Degree in Computer Science, Information Systems, or other related field. Or equivalent work experience.

##### **Experience:**

Typically has 5 to 7 years of programming/systems analysis experience with emphasis in applications and systems architectural design and development, database and middleware technologies.

##### **Complexity:**

Advanced professional level role. Works on projects that may span a broad range of systems and enterprise-wide complex components. Requires in-depth knowledge across multiple technical environments and possesses increased level of business knowledge. Works on major projects providing subject matter expertise and technical direction to more junior technical staff.

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## **EXHIBIT B-1 STAFF POSITIONS**

### **JOB FAMILY: APPLICATIONS DEVELOPMENT**

#### **Systems Analyst**

**Job#: 1240**

#### **Scope Variant**

Level B, Maps to the lead technical position

#### **General Characteristics**

Responsible for the design and development of IT systems. Develops design and functional specifications, produces deliverables related to the project(s) assigned and assists in post implementation support and system enhancements. Responsible for selecting appropriate C.A.S.E. tools to develop systems and software. Responsible for gathering, compiling and synthesizing information with regard to technology processes or systems. Possesses experience in minicomputer or client/server environments including the implementation and support of resource planning, sales automation, marketing, financial and distribution systems.

#### **Dimensions**

##### **Education:**

Bachelor's Degree in Computer Science, Information Systems, or other related field. Or equivalent work experience.

##### **Experience:**

Typically has 3 to 5 years of systems analysis/programming experience.

##### **Complexity:**

Intermediate professional level role. Develops systems solutions requiring analysis and research. Works on small to large, complex projects that require increased skill in multiple technical environments and possesses knowledge in a specific business area. Works on one or more projects as a project team member or sometimes as a project lead. May coach more junior technical staff.

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## **EXHIBIT B-1 STAFF POSITIONS**

### **JOB FAMILY: APPLICATIONS DEVELOPMENT**

#### **Applications Development Analyst**

**Job#: 1250**

#### **Scope Variant**

Level B, Maps to additional technical staff

#### **General Characteristics**

Works closely with customers, business analysts, and team members to understand business requirements that drive the analysis and design of quality technical solutions. These solutions must be aligned with business and IT strategies and comply with the organization's architectural standards. Involved in the full systems life cycle and is responsible for designing, coding, testing, implementing, maintaining and supporting applications software that is delivered on time and within budget. Makes recommendations towards the development of new code or reuse of existing code. Responsibilities may also include participation in component and data architecture design, performance monitoring, product evaluation and buy vs. build recommendations. Has experience in systems analysis, design and a solid understanding of development, quality assurance and integration methodologies.

#### **Dimensions**

##### **Education:**

Bachelor's Degree in Computer Science, Information Systems or other related field. Or equivalent work experience.

##### **Experience:**

Typically has 2 to 5 years of programming/systems analysis experience.

##### **Complexity:**

Intermediate professional level role. Develops solutions requiring analysis and research. Works on small to large, complex projects that require increased skill in multiple technical environments and possesses knowledge in a specific business area. Works on one or more projects as a project team member or occasionally as a project lead. May coach more junior technical staff.

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# EXHIBIT B-1 STAFF POSITIONS

## JOB FAMILY: DATA STRATEGY AND MANAGEMENT

### Data Architect

Job#: 1410

### Scope Variant

Level D, Maps to lead or additional technical positions

### General Characteristics

Responsible for enterprise-wide data design, balancing optimization of data access with batch loading and resource utilization factors. Knowledgeable in most aspects of designing and constructing data architectures, operational data stores, and data marts. Focuses on enterprise-wide data modeling and database design. Defines data architecture standards, policies and procedures for the organization, structure, attributes and nomenclature of data elements, and applies accepted data content standards to technology projects. Responsible for business analysis, data acquisition and access analysis and design, Database Management Systems optimization, recovery strategy and load strategy design and implementation.

### Dimensions

#### Education:

Bachelor's or Master's Degree in Computer Science, Information Systems, or other related field. Or equivalent work experience.

#### Experience:

Typically has 7 to 10 years of experience with large and complex database management systems.

#### Complexity:

Expert/lead technical role. Defines and plans database architectures for enterprise systems. Works on multiple projects as a project leader or as the subject matter expert. Works on projects/issues of high complexity that require in-depth knowledge across multiple technical areas and business segments. Coaches and mentors more junior technical staff.

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## **EXHIBIT B-1 STAFF POSITIONS**

### **JOB FAMILY: QUALITY ASSURANCE**

**Quality Assurance Analyst**

**Job#: 1620**

#### **Scope Variant**

Level B, Maps to additional technical staff

#### **General Characteristics**

Responsible for developing and executing formal test plans to ensure the delivery of quality software applications. Involved in test planning, writing test cases/scripts, test case automation and test execution. Defines and tracks quality assurance metrics such as defects, defect counts, test results and test status. Collects and analyzes data for software process evaluation and improvements, and integrates them into business processes to address the business needs. Documents all problems and assists in their resolution. Delivers quality process training to technical staff and acts as an internal quality consultant to advise or influence business or technical partners. Performs quality audits across the various IT functions to ensure quality standards, procedures and methodologies are being followed.

#### **Dimensions**

##### **Education:**

Bachelor's Degree in Computer Science, Information Systems, or similar. Or equivalent work experience.

##### **Experience:**

Typically has 3 to 5 years of systems development, testing and/or business experience.

##### **Complexity:**

Intermediate professional level role. Works on projects of moderate to high complexity within one or more development environments. Works on multiple programs/systems as a project team member. Considered a subject matter expert for a single program/system. May coach more junior technical staff.

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# EXHIBIT B-1 STAFF POSITIONS

## JOB FAMILY: TECHNOLOGY RESEARCH

**Manager, Technology Research**

**Job#: 1800**

### **Scope Variant**

Level 2, Maps to lead strategic position or SEAS Director

### **General Characteristics**

Understands the strategic direction of enterprise and the supporting IT systems and architectures. Maintains knowledge of emerging technological trends and utilizes this knowledge to educate both IT and the business on opportunities to build better IT solutions that support and drive business decisions. Assists in the definition of the architecture and technology needs of the organization based on new and emerging technologies, and establishes priorities and strategies consistent with business goals and economic viability. Establishes foundation architecture for organization to standardize on hardware and software usage. Serves as a consultant and advisor to senior IT leadership on advanced technologies and evaluates the business impact through cost/benefit analysis. Recommends and incorporates technology with long-term business plans. Transfers knowledge of key learnings throughout the enterprise, and establishes and communicates strategic and technological plans.

### **Dimensions**

#### **Education:**

Bachelor's Degree in Computer Science, Information Systems, or other related field. Or equivalent work experience.

#### **Experience:**

Typically has 7 to 10 years of IT work experience including managing team(s) responsible for systems development and architecture functions.

#### **Breadth:**

Middle level management in technology research area. Works under general direction from senior level management. Works on multiple programs as a project team leader and a subject matter expert. Manages and mentors supervisors, project leaders and/or technical staff. Frequently reports to a Chief Technology Officer, Operating Unit IT Executive or Departmental IT Executive.

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## **EXHIBIT B-1 STAFF POSITIONS**

### **JOB FAMILY: TECHNOLOGY RESEARCH**

#### **Technology Research Analyst**

**Job#: 1810**

#### **Scope Variant**

Level B, Maps to additional strategic staff

#### **General Characteristics**

Maintains a strong understanding of the enterprise's IT systems and architectures. Assists in the analysis of the requirements for the enterprise and applying emerging technologies to support long-term business objectives. Responsible for researching, collecting, and disseminating information on emerging technologies and key learnings throughout the enterprise. Researches and recommends changes to foundation architecture. Supports research projects to identify and evaluate emerging technologies. Interfaces with users and staff to evaluate possible implementation of the new technology in the enterprise, consistent with the goal of improving existing systems and technologies and in meeting the needs of the business. Analyzes and researches process of deployment and assists in this process.

#### **Dimensions**

##### **Education:**

Bachelor's Degree in Computer Science, Information Systems, or other related field. Or equivalent work experience.

##### **Experience:**

Typically has 3 to 5 years of IT work experience in architecture design, systems analysis and development.

##### **Complexity:**

Intermediate professional level role. Works on projects of moderate to high complexity across multiple computing environments. Works on multiple projects as a project team member. May coach more junior technical staff.

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## EXHIBIT B-1 STAFF POSITIONS

### JOB FAMILY: BUSINESS INTELLIGENCE SYSTEMS MANAGEMENT

**Business Intelligence Architect**

**Job#: 3420**

#### **Scope Variant**

Level D, Maps to lead technical or additional staff

#### **General Characteristics**

Responsible for leading the design and support of enterprise-wide business intelligence applications and architecture. Works with enterprise-wide business and IT senior management to understand and prioritize data and information requirements. Solves complex technical problems. Optimizes the performance of enterprise business intelligence tools by defining data to filter and index that add value to the user. Creates testing methodology and criteria. Designs and coordinates a curriculum for coaching and training customers in the use of business intelligence tools to enhance business decision-making capability. Develops standards, policies and procedures for the form, structure and attributes of the business intelligence tools and systems. Develops data/information quality metrics. Researches new technology and develops business cases to support enterprise-wide business intelligence solutions.

#### **Dimensions**

##### **Education:**

Bachelor's or Master's Degree in Computer Science, Information Systems, or other related field. Or equivalent work experience.

##### **Experience:**

Typically has 7 to 10 years of experience with large and complex database management systems, business intelligence tools and systems.

##### **Complexity:**

Expert/lead technical role. Provides technical expertise and direction for the development of complex enterprise-wide business intelligence and decision support systems solutions. Works on multiple projects as a project leader or sometimes as a business subject matter expert. Works on highly complex projects that require in-depth knowledge across multiple technical areas and business segments. Coaches and mentors more junior technical staff.

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## **EXHIBIT B-1 STAFF POSITIONS**

### **JOB FAMILY: BUSINESS INTELLIGENCE SYSTEMS MANAGEMENT**

**Manager, Decision Support**

**Job#: 3600**

#### **Scope Variant**

Level 2, Maps to lead technical or additional staff

#### **General Characteristics**

Acts as liaison between business and IT leadership regarding the identification of business critical information and knowledge (e.g., customer and market data), and its usage and availability. Manages the Decision Support staff to ensure that the Decision Support Systems (DSS) and Executive Information Systems (EIS) are built to meet the information needs of the business leaders and various business units. Has full understanding of corporate strategies and must manage the diversity of needs and prioritize those needs based on the overall business strategy of the organization.

Works closely with key business leaders to define critical information needs, providing guidance regarding availability of data, capability of systems to deliver information needs, and subject matter expertise regarding current systems and emerging technology. Leads the research, evaluation and selection of new technologies. Leads cost and feasibility studies. Ensures project management process is in place, provides resource management and ensures quality and timely solutions. Needed knowledge includes process and data modeling, data architectural development methodology, IT planning methodology, consulting and facilitation, project management and extensive knowledge of the enterprise's data and decision-making processes.

#### **Dimensions**

##### **Education:**

Bachelor's Degree in Computer Science, Information Systems, Business Administration, or other related field. Or equivalent work experience.

##### **Experience:**

Typically has 7 to 10 years of IT work experience including managing team(s) responsible for database, data warehouse, decision support systems and executive information systems development, support and administration.

##### **Breadth:**

Middle level management in the data warehouse function. Works under general direction of senior level management. Typically manages and mentors supervisors, project leaders and/or technical staff. Works on multiple, complex projects as a project leader and a subject matter expert. Frequently reports to a Director, Data Warehouse or Director, Systems and Programming.

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# EXHIBIT B-1 STAFF POSITIONS

## JOB FAMILY: BUSINESS INTELLIGENCE SYSTEMS MANAGEMENT

**Knowledge Engineer**

**Job#: 4000**

### **Scope Variant**

Level D, Maps to MITA documentation, programmatic and technical positions

### **General Characteristics**

Responsible for developing an infrastructure and process to capture knowledge gained by the organization through successful system interventions and enabling its shared use. Oversees the identification of critical knowledge, its usage, availability and the needs of various business groups. Involved in modeling information sources, flows and critical paths, as well as understanding how information is turned into knowledge and the relationship of knowledge and how it supports and enables key business processes. Facilitates the development of supporting knowledge architecture and standards. Works with operations staff to define an operational framework that defines, develops and implements delivery systems, systems management, policies and security frameworks to ensure delivery of knowledge and information to appropriate groups.

Possesses expertise in process and data modeling, architectural development methodologies, IT planning methodologies and extensive knowledge of the enterprise's business and decision-making processes. Must possess strong leadership skills to gain credibility with various business leaders and stakeholders. Makes complex IT and business decisions. Works with other IT groups to ensure solid cross-functional decisions are made as a team.

### **Dimensions**

#### **Education:**

Bachelor's or Master's Degree in Computer Science, Information Systems, Business Administration, or other related field. Or equivalent work experience.

#### **Experience:**

Typically has 7 to 10 years of IT and business/industry work experience. Experience with document management, groupware, relational database systems, data warehouse and data mining, Web and systems analysis/development.

#### **Complexity:**

Expert/lead technical role. Develops infrastructure and process for identifying and sharing enterprise's core technical and business knowledge. Works on multiple projects as a project leader or as the subject matter expert. Works on projects/issues of high complexity that require demonstrated knowledge across multiple technical areas and business segments. Coaches and mentors more junior technical staff.

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## **EXHIBIT B-1 STAFF POSITIONS**

### **JOB FAMILY: ENTERPRISE RESOURCE PLANNING (ERP)**

**ERP Team Lead**

**Job#: 4200**

#### **Scope Variant**

Level 2, Maps to programmatic positions

#### **General Characteristics**

Accountable for providing overall direction and integration for a specific ERP module, functional and/or business area. Understands the business strategy of a particular function/area and works with the team to define business requirements. Communicates and coordinates with other Team Leads, business leadership, and Project Manager to ensure appropriate integration of processes and modules across the enterprise. Oversees, defines and monitors critical path activities and resolves issues or escalates issues to the Project Manager as needed. Drives the design and implementation of new business processes with organizational structure and required ERP configuration.

Must possess an in-depth understanding of the business function/process supported, and also be viewed as a credible representative of that business function/process. Successful implementation is dependent on the ability of the incumbent to influence business leadership and management decisions and drive ownership and acceptance of changes to the business.

#### **Dimensions**

##### **Education:**

Bachelor's Degree in Computer Science, Information Systems, Business Administration, or other related field. Or equivalent work experience.

##### **Experience:**

Typically has 7 to 10 years of IT and business work experience including managing team(s) responsible for systems implementation and/or infrastructure support. Often is recruited internally from high-level management positions in the organization.

##### **Breadth:**

Middle level management. Works under general direction of senior level management. Typically manages and mentors supervisors, project leads and/or technical staff. Degree of integration driven by ERP requires a consensus decision making process across Team Leads. Once key decisions are made, Team Lead then has autonomy for the technical decisions to support the business, but business process decisions are made through constant education and negotiation with business leadership and management. Works on complex business issues, which have a significant impact to the enterprise and across enterprise processes and functions due to the integration of ERP. Frequently reports to a Chief Technology Officer, Competency Center Leader or Departmental IT Executive.

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## **EXHIBIT B-1 STAFF POSITIONS**

### **JOB FAMILY: ENTERPRISE RESOURCE PLANNING (ERP)**

**ERP Team Member**

**Job#: 4210**

#### **Scope Variant**

Level B, Maps to programmatic positions

#### **General Characteristics**

Responsible for documenting the “to-be” processes, defining performance metrics and identifying and resolving process gaps. Has a strong understanding and experience in the ERP methodology used by the organization. Responsible for mapping the business processes to ERP modules (often in conjunction with consultants) and participates in user acceptance testing. Often is involved in the creation of documentation and training materials, and may deliver training during implementation. May also act in a system support role immediately after implementation. Incumbents in this position come from the business, with an expert level of understanding of all of the business processes of the function they represent. They also serve as a communications liaison to the business during the implementation.

#### **Dimensions**

##### **Education:**

Bachelor’s Degree in function represented in the business. Or equivalent work experience.

##### **Experience:**

Typically has 3 to 5 years of business and/or ERP implementation experience.

##### **Complexity:**

Intermediate professional level role. Works on multiple projects as a project team member, occasionally as a technical leader. Works on small to large, complex projects that require increased skill in multiple technical environments and knowledge of a specific business area. May coach more junior technical staff.

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## **EXHIBIT B-1 STAFF POSITIONS**

### **JOB FAMILY: SOURCING AND VENDOR RELATIONSHIP MANAGEMENT**

**Manager, IT Procurement**

**Job#: 4810**

**Scope Variant**

Level 2, Maps to programmatic positions

**General Characteristics**

Recommends and establishes the IT procurement strategy, processes, and procedures that are consistent with corporate policy, IT project requirements and sound commercial, legal and ethical practices. Responsible for the systematic execution of processes and procedures for the timely and cost effective purchasing of IT products and services. Manages the activities of the IT procurement function, including the collection and execution of purchase orders, negotiation of bids from vendors, placement and tracking of purchase orders and coordination and reconciliation of invoices for processing. Manages the full cycle of all IT purchases, agreements and contracts from initiation to completion. Manages supplier relationships and service level administration for vendors. Acts as a liaison between IT and vendors in major dispute resolution concerning supplier performance. Evaluates supplier base for cost savings opportunities. Identifies and engages services of new suppliers in support of IT requirements.

**Dimensions**

**Education:**

Bachelor's Degree in Business Administration, Finance, Accounting, or other related field. Or equivalent work experience.

**Experience:**

Typically has 7 to 10 years of business experience including managing team(s) responsible for asset management, procurement, finance or other related functions.

**Breadth:**

Middle level management. Works under general direction of senior level management. Typically manages and mentors supervisors, project leads and/or technical staff. Works on multiple, complex projects as a project leader and a subject matter expert. Frequently reports to an IT Chief Operating Officer, Chief Information Officer, Chief Financial Officer or Chief Sourcing Officer.

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## **EXHIBIT B-1 STAFF POSITIONS**

### **JOB FAMILY: SOURCING AND VENDOR RELATIONSHIP MANAGEMENT**

#### **IT Procurement Specialist**

**Job#: 4820**

#### **Scope Variant**

Level B, Maps to additional programmatic staff

#### **General Characteristics**

Participates in the selection and implementation of IT supplier sourcing strategies to ensure high quality, on time delivery and cost competitiveness. Responsible for the collection and execution of purchase orders. Solicits, receives and analyzes proposals, quotations and tender submissions and recommends selection of suppliers in accordance with corporate policies and legal compliance. Tracks purchase orders and reconciles invoices in preparation for payment processing. Acts as a point of contact for IT in regards to vendor performance, including on-time delivery, quality of products and services acquired and problem resolution. Coordinates with Asset Management to ensure effective inventory management.

#### **Dimensions**

##### **Education:**

Bachelor's Degree in Business Administration, Finance, Accounting, or other related field. Or equivalent work experience.

##### **Experience:**

Typically has 3 to 5 years of business experience in asset management, procurement, finance or other related functions.

##### **Complexity:**

Intermediate professional level role. Works on multiple projects as a project team member, occasionally as a technical leader. Works on small to large, complex projects that require increased skill in multiple technical environments and knowledge of a specific business area. May coach more junior staff.

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## **EXHIBIT B-1 STAFF POSITIONS**

### **JOB FAMILY: SOURCING AND VENDOR RELATIONSHIP MANAGEMENT**

**Manager, Vendor Relationships**

**Job#: 5000**

#### **Scope Variant**

Level 2, Maps to programmatic and strategic funding

#### **General Characteristics**

Develops and implements the strategic sourcing and vendor relationship strategies. Manages the selection, acquisition and monitoring of contractual agreements for hardware, software and IT services for the enterprise. Works closely with the business and IT to understand their needs and serves as the IT point of contact for all purchases, deliveries and problems with products and services. Articulates and negotiates service level agreements. Works with Asset Management to ensure appropriate use of corporate funds. Develops, or assists in the development of Request for Information (RFIs), Request for Proposal (RFPs) and business cases.

Qualifies vendors and maintains an approved vendor database and tracking system. Establishes standards and procedures for evaluating products and services. Serves as the primary interface between the service provider and the business. Maintains contact with vendors to manage the status and quality of orders and the progress toward contractual commitments. Provides status updates on purchases, escalates delivery problems as necessary to affect minimal impact to the operation. Follows up with IT management to ensure satisfaction with delivered products and services and addresses any problems or concerns.

Participates in the budget process, such as annual budget planning, providing cash flow for other departments, quarterly reconciliation and ad hoc expense reports. Continually seeks optimal value in service from vendors, reviewing and monitoring performance and return-on-investment metrics and initiating contract modifications. Pursues new vendor relationships as needed. Must have a basic understanding of all product and service needs, and must maintain knowledge of changing technologies.

#### **Dimensions**

##### **Education:**

Bachelor's Degree in Computer Science, Information Systems, Business Administration, or other related field. Or equivalent work experience.

##### **Experience:**

Typically has 7 to 10 years of experience including managing team(s) responsible for vendor relationship management, contract negotiation, contract administration, project or asset management in a technology environment.

##### **Breadth:**

Middle level management. Works under general direction of senior level management. Typically manages and mentors supervisors, project leads and/or technical staff. Develops strategic outsourcing strategy and plans, provides management direction to the team(s). Supports multiple contracts or complex enterprise agreements. Works on projects that range in size, complexity and contract duration. Frequently reports to a Chief Technology Officer, IT Chief Operating Officer, Chief Information Officer, Chief Financial Officer or Chief Sourcing Officer.

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## **EXHIBIT B-1 STAFF POSITIONS**

### **JOB FAMILY: SOURCING AND VENDOR RELATIONSHIP MANAGEMENT**

**Finance/Administration Specialist**

**Job#: 5040**

**Scope Variant**

Level A, Maps to additional programmatic staff or high-level administrative support

**General Characteristics**

Responsible for the financial administration practices and procedures associated with the management of vendor contracts. Reviews vendor charges, identifies disparities and resolves basic issues with the service provider. Monitors contract budget performance, identifying variances and recommending corrective actions. Allocates costs across the enterprise and performs regular audits to ensure contract compliance. Performs cost benefit analyses and supports Vendor Relationship Management team in developing the business cases necessary to gain approval for vendor-supplied services.

**Dimensions**

**Education:**

Associate's or Bachelor's Degree in Business Administration, Finance or other related field. Or equivalent work experience.

**Experience:**

Typically has 2 to 4 years of financial management experience, preferably within the IT area.

**Complexity:**

Learner/entry level role. Provides financial management of one or more outsourcing projects. Represents either a business unit or enterprise initiative. Works on projects that range in size, complexity and contract duration. Functions, somewhat independently, under general direction of senior level professionals, supervisors or managers. Generally follows documented procedures and checklists.

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## **EXHIBIT B-1 STAFF POSITIONS**

### **JOB FAMILY: SOURCING AND VENDOR RELATIONSHIP MANAGEMENT**

**Technical Advisor**

**Job#: 5200**

#### **Scope Variant**

Level D, Maps to additional technical staff

#### **General Characteristics**

In an outsourcing environment, works with service providers to ensure their in-scope technical solutions are consistent with enterprise's business strategy and architecture. Works closely with business unit performance managers and quality assurance staff to review service provider problems, to analyze and validate the accuracy of information and the feasibility of solutions. May troubleshoot performance issues and resolve problems with service providers. Tracks industry trends and maintains knowledge of new technologies in the area of expertise to better evaluate business unit service requests and service provider proposals. Keeps current on the participating business strategies and advises when solutions may or may not be leveraged across the enterprise. Understands the value of technology in the enterprise's business processes, works with service providers to identify opportunities for innovation, cost reduction and improved efficiencies and reviews service provider solutions. In addition, this role provides input into the in-scope technical architecture for outsourcing projects.

#### **Dimensions**

##### **Education:**

Bachelor's or Master's Degree in Business Administration, or other related field. Or equivalent work experience.

##### **Experience:**

Typically has 7 to 10 years of IT experience within one or more specialty areas. Has a deep level of understanding surrounding information systems, networking theory and architecture standards in areas of expertise.

##### **Complexity:**

Expert/lead technical role. Works on one or more projects as the subject matter expert or technical leader/consultant. When involved with a project team, acts in a consultative manner and typically does not provide administrative or management type of support. Works on complex tasks, projects or supports issues that involve a high degree of risk, impacts business unit performance and makes use of the individual's high level of knowledge within one or more areas of specialty. Coaches and mentors more junior technical staff.

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## **EXHIBIT B-1 STAFF POSITIONS**

### **JOB FAMILY: BUSINESS MANAGEMENT**

**Documentation Specialist/Technical Writer**

**Job#: 5800**

#### **Scope Variant**

Level B, Maps to additional technical or programmatic staff

#### **General Characteristics**

Responsible for creation and maintenance of IT documentation. Translates technical and/or complicated information into clear, concise documents appropriate for various target audiences. Works with Development, Quality Assurance and Technical Support to produce a wide variety of technical publications including instructional materials, technical manuals, product documentation and the like for use by both the IT and business community. Interviews subject matter experts and technical staff to collect information, prepare written text, and coordinate layout and material organization. Researches information such as drawings, design reports, equipment and test specifications to fill any gaps.

Reviews, critiques, and edits documentation including design documents, programmer notes and system overviews. Requires knowledge of company product lines and document structure. Depending on the industry/work environment, such documents may include various media, including written and video. Responsibilities include maintenance of internal documentation library, providing and/or coordinating special documentation services as required, and oversight of special projects. Must have strong organizational and project management skills and excellent writing and editing skills.

#### **Dimensions**

##### **Education:**

Bachelor's Degree in Journalism, Technical Writing, Business Administration, or other related field. Or equivalent work experience.

##### **Experience:**

Typically has 3 to 5 years of business or technical writing experience and working knowledge of multiple software and graphics packages.

##### **Complexity:**

Intermediate professional level role. Works on several moderately complex, to complex document management projects as a project team member. May coach more junior staff.

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## **EXHIBIT B-1 STAFF POSITIONS**

### **JOB FAMILY: BUSINESS MANAGEMENT**

**Manager, IT Finance**

**Job#: 6000**

#### **Scope Variant**

Level 2, Maps to strategic funding

#### **General Characteristics**

Provides financial management for the IT organization. Leads the analysis, development and implementation of financial services for IT planning and control. Analyzes and prepares IT budget and develops proposals with supporting documentation and justification. Leads analysis on IT financial conditions, business compliance matters and effectiveness of strategies and programs to business objectives, develops recommendations for senior IT leadership team for a variety of business issues. Provides financial statements for IT leadership team such as monthly budgets and summary reports. Audits and approves invoices for contract payment. Develops financial metrics and conducts audits to ensure compliance. Drives common accounting practices, reconcilements and consistent reporting. Ensures the compliance with all federal and state legislations as well as internal policies and procedures. May be in charge of developing an appropriate pricing model and chargeback scheme for IT services.

#### **Dimensions**

##### **Education:**

Bachelor's Degree in Finance, Economics, Accounting, or other related field. Or equivalent work experience.

##### **Experience:**

Typically has 6 to 8 years of financial management experience including managing team(s) responsible for financial analysis, planning, cost analysis, market capitalization, P&E ratios and financial statements.

##### **Breadth:**

Middle level management. Works under general direction of senior level management. Typically manages and mentors supervisors, project leads and/or professional staff. Responsible for supporting complex IT financial activities on an IT enterprise-wide basis and/or business unit level. Frequently reports to a corporate Chief Financial Officer, Chief Information Officer, IT Chief Operating Officer or Operating Unit IT Executive.

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# EXHIBIT B-1 STAFF POSITIONS

## JOB FAMILY: BUSINESS MANAGEMENT

**Director, IT Risk and Compliance**

**Job#: 6100**

### **Scope Variant**

Level 3, Maps to technical staff

### **General Characteristics**

Leads, develops and maintains the IT risk and compliance management strategy. Develops and maintains policy, standards, processes and procedures to assess, monitor, report, escalate and remediate IT risk and compliance related issues. Works collaboratively with corporate compliance, internal auditing and corporate risk management and various technical teams in the design and implementation of audit, risk assessment and regulatory compliance practices for IT. Leads cross-functional teams in performing reviews and tests of IT internal controls to ensure that existing IT systems are operating as designed and that they contain adequate controls. Facilitates risk assessments and identifies risk themes. Proactively promotes enhancement of technology-related internal controls awareness and training across IT and business units.

Monitors and analyzes technology risk trends, recommends appropriate IT policies, procedures and practices to strengthen internal operations. Directs IT functional teams in the development, implementation, monitoring and reporting of control processes, documentation and compliance routines. Advises IT and business executives on the status of technology risk and compliance issues based on assessment results and information from various monitoring and control systems. Educates IT and business executives on appropriate mitigation strategies and approaches. Provides oversight regarding audit, regulatory and risk management activities across IT functional areas, such as the development and maintenance of regulatory documentation (e.g., Sarbanes-Oxley Act compliance). Coordinates the IT component of both internal and external audits, federal and state examinations. Possesses detailed knowledge of industry regulatory environment and risk management practices, and thorough understanding of local and federal regulations such as Sarbanes-Oxley, Basel II, and HIPAA.

### **Dimensions**

#### **Education:**

Bachelor's Degree in Computer Science, Information Systems, Business Administration, or other related field. Or equivalent work experience.

#### **Experience:**

Typically has 10 to 15 years of IT and business work experience including managing team(s) responsible for risk management, compliance and audit, information security management.

#### **Breadth:**

Senior level management in risk and compliance management. Has overall responsibility for department decisions and management. Provides strategic direction, coaches and mentors more junior management staff and/or senior level professionals. Has accountability for IT functional/departmental results. Frequently reports to a corporate risk management executive, Chief Financial Officer or Chief Information Officer.

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## **EXHIBIT B-1 STAFF POSITIONS**

### **JOB FAMILY: BUSINESS MANAGEMENT**

**Business Management Specialist**

**Job#: 6400**

#### **Scope Variant**

Level B, Maps to additional strategic or programmatic staff

#### **General Characteristics**

Assists with the daily operations and provides general administrative support to the assigned IT organization. Responsibilities may include participating and assisting in the preparation of annual business plan for the assigned IT functional area, coordinating the contract management efforts, such as the development of requests for proposals (RFP) and supporting the development and final execution of contracts. Maintains annual expense budgets utilizing proper accounting/budgeting controls, enters financial data into tracking system and provides regular and ad-hoc financial status reports. Implements cost allocation program, and responds to basic questions and concerns from the business areas. Reviews contract invoices, identifies disparities and resolves basic issues with the vendors. May serve as the liaison between IT technical teams, resource manager and human resources organization to develop and implement appropriate IT talent management activities. May participate in the development, implementation and maintenance of IT communication strategies and plans.

#### **Dimensions**

##### **Education:**

Bachelor's Degree in Computer Science, Information Systems, Business Administration or other related field. Or equivalent work experience.

##### **Experience:**

Typically has 3 to 5 years of relevant IT and business work experience.

##### **Complexity:**

Intermediate professional level role. Performs assigned tasks of moderate to high complexity using established procedures, standards and guidelines. Works independently or on multiple projects as a project team member, occasionally as a project leader. Works on small to large, complex projects that require increased skill in multiple technical environments and knowledge of a specific business area. May coach more junior staff.

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# EXHIBIT B-1 STAFF POSITIONS

## JOB FAMILY: SECURITY MANAGEMENT

### Security Analyst

Job#: 6810

#### Scope Variant

Level B, Maps to technical staff

#### General Characteristics

Develops and manages security for more than one IT functional area (e.g., data, systems, network and/or Web) across the enterprise. Assists in the development and implementation of security policies and procedures (e.g., user log-on and authentication rules, security breach escalation procedures, security auditing procedures and use of firewalls and encryption routines). Prepares status reports on security matters to develop security risk analysis scenarios and response procedures. Responsible for the tracking and monitoring of software viruses. Enforces security policies and procedures by administering and monitoring security profiles, reviews security violation reports and investigates possible security exceptions, updates, and maintains and documents security controls.

Involved in the evaluation of products and/or procedures to enhance productivity and effectiveness. Provides direct support to the business and IT staff for security related issues. Educates IT and the business about security policies and consults on security issues regarding user built/managed systems. Represents the security needs of the organization by providing expertise and assistance in all IT projects with regard to security issues. Must have extensive knowledge in networking, databases, systems and/or Web operations. More junior level position primarily focuses on security administration; a more senior level position is involved in developing enterprise security strategies, management of security projects and the most complicated security issues.

#### Dimensions

##### Education:

Bachelor's Degree in Computer Science, Information Systems, or other related field. Or equivalent work experience.

##### Experience:

Typically has 4 to 6 years of combined IT and security work experience with a broad range of exposure to systems analysis, applications development, database design and administration; one to two years of experience with information security. Requires knowledge of security issues, techniques and implications across all existing computer platforms.

##### Complexity:

Intermediate professional level role. Works independently or on multiple IT security projects as a project team member, occasionally as a project leader. Works on small to large, complex security issues or projects that require increased skill in multiple IT functional areas. May coach more junior staff.

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## **EXHIBIT B-1 STAFF POSITIONS**

### **JOB FAMILY: SECURITY MANAGEMENT**

#### **Data Security Specialist**

**Job#: 6820**

#### **Scope Variant**

Level B, Maps to technical staff

#### **General Characteristics**

Responsible for the planning, design, enforcement and audit of security policies and procedures which safeguard the integrity of and access to enterprise systems, files and data elements. Responsible for acting on security violations. Maintains knowledge of changing technologies, and provides recommendations for adaptation of new technologies or policies. Recognizes and identifies potential areas where existing data security policies and procedures require change, or where new ones need to be developed, especially regarding future business expansion. Provides management with risk assessments and security briefings to advise them of critical issues that may affect customer, or corporate security objectives. Evaluates and recommends security products, services and/or procedures to enhance productivity and effectiveness. Oversees security awareness programs and provides education on security policies and practices.

#### **Dimensions**

##### **Education:**

Bachelor's Degree in Computer Science, Information Systems, or other related field. Or equivalent work experience.

##### **Experience:**

Typically has 4 to 6 years of IT work experience with a broad range of exposure to systems analysis, applications development, database design and administration; one to two years of experience with information security. Requires knowledge of security issues, techniques and implications across all existing computer platforms.

##### **Complexity:**

Intermediate professional level role. Works on multiple projects as a team member and leads the data-related security components. Develops security solutions for medium to highly complex assignments. May coach more junior technical staff.

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# EXHIBIT B-1 STAFF POSITIONS

## JOB FAMILY: SECURITY MANAGEMENT

### Systems Security Specialist

Job#: 6840

#### Scope Variant

Level B, Maps to technical staff

#### General Characteristics

Develops, evaluates and manages systems security across the enterprise. Areas of concentration include account management, password auditing, network based and Web application based vulnerability scanning, virus management and intrusion detection. Requires technical expertise in systems administration and security tools, combined with the knowledge of security practices and procedures. Assists in the development and implementation of security policies and procedures (e.g., user log-on and authentication rules, security breach escalation procedures, security auditing procedures and use of firewalls and encryption routines). Prepares status reports on security matters to develop security risk analysis scenarios and response procedures.

Enforces security policies and procedures by administering and monitoring security profiles, reviews security violation reports and investigates possible security exceptions, updates, and maintains and documents security controls. Involved in the evaluation of products and/or procedures to enhance productivity and effectiveness. Provides direct support to the business and IT staff for systems security related issues. Educates users on systems security standards and procedures. Must have broad technical knowledge of network operating systems (e.g., UNIX, NT).

#### Dimensions

##### Education:

Bachelor's Degree in Computer Science, Information Systems, or other related field. Or equivalent work experience.

##### Experience:

Typically has 2 to 5 years of combined IT and security work experience with a broad exposure to infrastructure/network and multi-platform environments. Requires knowledge of security issues, techniques and implications across all existing computer platforms.

##### Complexity:

Intermediate professional level role. Develops security solutions for medium to high complex assignments. Works on multiple projects as a team member and lead systems-related security components. May coach more junior technical staff.

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# EXHIBIT B-1 STAFF POSITIONS

## JOB FAMILY: SYSTEMS PROGRAMMING AND ADMINISTRATION

### Systems Architect

Job#: 7410

#### Scope Variant

Level D, Maps to lead technical or additional staff

#### General Characteristics

Responsible for providing senior level expertise on decisions and priorities regarding the enterprise's overall systems architecture. Facilitates the establishment and implementation of standards and guidelines that guide the design of technology solutions including architecting and implementing solutions requiring integration of multiple platforms, operating systems and applications across the enterprise. Reviews, advises and designs standard software and hardware builds, system options, risks, costs vs. benefits and impact on the enterprise business process and goals.

Develops and documents the framework for integration and implementation for changes to technical standards. Assists in the development of and manages an architecture governance process. Provides technical guidance to project team areas as appropriate. Tracks industry trends and maintains knowledge of new technologies to better serve the enterprise's architecture needs.

#### Dimensions

##### Education:

Bachelor's or Master's Degree in Computer Science, Information Systems, or other related field. Or equivalent work experience.

##### Experience:

Typically has 7 to 10 years of IT work experience in infrastructure/systems environments performing systems planning, architecture design, engineering (hardware and software) and optimization.

##### Complexity:

Expert/lead technical role. Defines systems architecture and design for the enterprise. Works on multiple projects as a project leader or as the subject matter expert. Works on projects/issues of high complexity that require in-depth knowledge across multiple technical areas and business segments. Coaches and mentors more junior technical staff.

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## **EXHIBIT B-1 STAFF POSITIONS**

### **JOB FAMILY: BUSINESS ANALYSIS AND PLANNING**

**Director, Enterprise Architecture**

**Job#: 7500**

#### **Scope Variant**

Level 3, Maps to lead technical position

#### **General Characteristics**

Leads the creation and/or evolution of the enterprise architecture function/program including coordination of an appropriately balanced pursuit of enterprise business, information, technical and solution architectures. Leads the identification and analysis of enterprise business drivers to develop enterprise architecture requirements. Analyzes technology industry and market trends and determines potential impact upon the enterprise. Leads the development of enterprise architecture governance structure based on business and IT strategies. Oversees enterprise architecture implementation and ongoing refinement activities. Directs the development and execution of a communication (including education) plan for enterprise architecture standards. Acts as a sounding board or consultant to IT and business leaders in the development of IT solutions for business needs.

#### **Dimensions**

##### **Education:**

Bachelor's or Master's Degree in Computer Science, Information Systems, or other related field. Or equivalent work experience.

##### **Experience:**

Typically has 10 to 15 years of IT and business/industry work experience including architecture design and deployment, systems lifecycle management and infrastructure planning and operations, with 3 years of leadership experience in managing multiple, large, cross-functional teams or projects, and influencing senior level management and key stakeholders.

##### **Breadth:**

Senior level management. Participates in the technical aspects of strategic decisions regarding IT for the enterprise. Implements and manages those initiatives with complete autonomy. Makes decisions for the organization based on the highest degree of technical complexity and through understanding the far-reaching implications across the IT organization. Frequently reports to a Chief Information Officer or Chief Technology Officer of an enterprise.

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# EXHIBIT B-1 STAFF POSITIONS

## JOB FAMILY: BUSINESS ANALYSIS AND PLANNING

**Manager, IT Business Planning**

**Job#: 7600**

### **Scope Variant**

Level 2, Maps to strategic and technical positions or SEAS director

### **General Characteristics**

Assists the IT organization in defining and implementing its business plan and goals to support the strategy and goals of the organization. Responsible for working with IT and business leaders to create the business plan for IT. Assists in the cascading of plans to the various IT divisions/departments. Scans the external IT environment to provide a common set of planning assumptions, competitive analysis, current and future market assessments for products and services to the business, and a common set of planning processes and tools to assist those with planning responsibility in IT. Assists IT and business leadership in actualizing the business plans within their own area of responsibility, working with them to ensure that technical and resource decisions link to the overall IT plan. Works closely with the enterprise's business planning leaders to ensure alignment.

Responsible for ensuring that business planning and purpose is considered in all key IT decisions, and therefore must be involved in the discussion and decision making process for technology, business, and human resource investments on an on-going basis. Works with Finance and Human Resources to represent the needs of IT and understand the cost and human resources impact of those needs in creating, implementing and adjusting business plans.

This position typically reports to the CIO. Ensures alignment of the IT strategy to the business strategy. Responsible for ensuring integration of all work performed across all business units. Responsible for educating senior business leaders on the IT strategy as well as educating senior IT leadership on the direction of the business. High degree of business complexity and impact to overall success of IT in meeting business needs.

### **Dimensions**

#### **Education:**

Bachelor's Degree in Computer Science, Information Systems, Business Administration, Finance, or other related field. Or equivalent work experience.

#### **Experience:**

Typically has 7 to 10 years of IT and business work experience with a broad range of exposure to various technical environments and business segments. Experience with managing team(s) responsible in strategic planning, infrastructure and operational support functions.

#### **Breadth:**

Middle level management. Works under general direction of senior level management. Typically manages and mentors supervisors, project leads and/or technical staff. Works on multiple, complex projects as a project leader and a subject matter expert. Frequently reports to a Chief Information Officer, IT Chief Operating Officer, Chief Technology Officer or Operating Unit IT Executive.

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# EXHIBIT B-1 STAFF POSITIONS

## JOB FAMILY: BUSINESS ANALYSIS AND PLANNING

### Enterprise Architect

Job#: 7610

#### Scope Variant

Level D, Maps to strategic and technical positions

#### General Characteristics

Provides overall direction, guidance and definition of an enterprise's architecture to effectively support the corporate business strategy. Responsibilities include researching, analyzing, designing, proposing, and delivering solutions that are appropriate for the business and technology strategies. Must have significant business knowledge and have one or more areas of technical expertise in which they concentrate. Interfaces across several business areas, acting as visionary to proactively assist in defining the direction for future projects. Responsible for conception of solutions, building consensus and the selling and execution of such solutions.

#### Dimensions

##### Education:

Bachelor's or Master's Degree in Computer Science, Information Systems, or other related field. Or equivalent work experience.

##### Experience:

Typically has 7 to 10 years of IT work experience in multiple IT areas and 2 to 3 years of relevant enterprise-wide architecture experience in one or more specialty areas.

##### Complexity:

Expert/lead technical role. Defines enterprise-wide architectures and designs across multiple IT functional areas. Works on multiple projects as a project leader or as the subject matter expert. Works on highly complex projects that require in-depth knowledge across multiple technical areas and business segments. Coaches and mentors more junior technical staff.

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# EXHIBIT B-1 STAFF POSITIONS

## JOB FAMILY: BUSINESS ANALYSIS AND PLANNING

**Business Process Consultant**

**Job#: 7620**

### **Scope Variant**

Level D, Maps to strategic and technical positions

### **General Characteristics**

Facilitates the optimization of business unit performance by enhancing the alignment between business processes and information technology. Responsible for actively resolving day-to-day technology needs of the business unit with a focus on the analysis of processes—dissecting problems and suggesting solutions. Includes complex systems process analysis, design and simulation. Must understand technical problems and solutions in relation to the current, as well as the future business environment. Must be able to suggest plans to integrate new and existing processes. Provides input and supports planning and prioritization for business process engineering related activities, including developing the business unit process engineering plan and integrating that plan with the corporate plan. Possesses knowledge and experience leveraging both IT solutions and business process improvements.

Participates in continuous review and update to ensure that processes meet changing business unit conditions. Identifies processes for improvement, documents existing processes, identifies and analyzes gaps between current processes and the desired state, designs new processes, develops process performance measures and plans the transition to a new process. Provides counsel and leadership on future use of technology and business process improvements. This requires a high level of understanding of the organization's business systems and processes as well as industry-wide requirements. Must demonstrate expertise in strategic planning, tactical execution, project management, process management and business systems requirements definition.

### **Dimensions**

#### **Education:**

Bachelor's or Master's Degree in Computer Science, Information Systems, Business Administration, or other related field. Or equivalent work experience.

#### **Experience:**

Typically has 7 to 10 years of IT experience, 4 years of experience in process engineering and 2 years experience in project management.

#### **Complexity:**

Expert/lead technical role. Works on large, complex projects that have enterprise-wide impact and require subject matter expertise of multiple process improvement areas and mastery of process improvement tools. Works as a project team member on multiple projects to facilitate process improvements involving multiple sites or business areas, often as a project leader. Coaches and mentors more junior staff.

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## **EXHIBIT B-1 STAFF POSITIONS**

### **JOB FAMILY: BUSINESS ANALYSIS AND PLANNING**

**IT Business Consultant**

**Job#: 7630**

#### **Scope Variant**

Level D, Maps to programmatic positions

#### **General Characteristics**

Works with business leaders and acts as a liaison between IT and business units (typically leadership for assigned business units) or vendors. Viewed as integral to the business in any decisions that may be impacted by technology. Acts as a business relationship manager responsible for the collection, analysis, review, documentation and communication of business needs and requirements to the IT organization. Leads the gathering of business needs as well as the design of solutions through direct interaction with business unit leaders. Focuses on developing and improving business processes at all times, assisting with the development of metrics, both within the technology and business organizations.

Has a strong understanding of information systems, business processes, the key drivers and measures of success for the business, and the short- and long-term direction of the business and technology. Identifies, proposes and influences business solutions, negotiates deliverables and requirements across multiple business customers or organizations. Ensures that the design and integration of proposed system, software and hardware solutions leads to the development and growth of the business through effective use of technology. Integrally involved in 'buy vs. build' decisions.

#### **Dimensions**

##### **Education:**

Bachelor's or Master's Degree in Computer Science, Information Systems, Business Administration, or other related field. Or equivalent work experience.

##### **Experience:**

Typically has 7 to 10 years of relevant technical and business work experience.

##### **Complexity:**

Expert/lead technical role. Works with business senior management in one business segment and corporate staff executives to align technology solutions with business strategies. Demonstrates breadth and in-depth knowledge of a business area to identify and communicate how IT solutions can add value. Supports one or more key business functions. Issues and interactions tend to be highly complex and have significant strategic importance. Serves as a project team member for strategic planning or as a team lead.

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## **EXHIBIT B-1 STAFF POSITIONS**

### **JOB FAMILY: BUSINESS ANALYSIS AND PLANNING**

#### **Business Analyst**

**Job#: 7640**

#### **Scope Variant**

Level B, Maps to additional programmatic positions

#### **General Characteristics**

Serves as a liaison between the business community and the IT organization in order to provide technical solutions to meet user needs. Possesses expertise in the business unit(s) they support, as well as, an understanding of the IT organization's systems and capabilities. Analyzes business partner's operations to understand their strengths and weaknesses to determine opportunities to automate processes and functions. Assists in the business process redesign and documentation as needed for new technology. Translates high level business requirements into functional specifications for the IT organization and manages changes to such specifications. Educates the IT organization on the direction of the business. Negotiates agreements and commitments by facilitating communication between business unit(s) and IT from initial requirements to final implementation. Possesses an understanding of technological trends and uses this knowledge to bring solutions to business units supported to enhance the enterprise's competitive edge. May make recommendations for buy vs. build decision.

#### **Dimensions**

##### **Education:**

Bachelor's Degree in Computer Science, Information Systems, Business Administration, or other related field. Or equivalent work experience.

##### **Experience:**

Typically has 3 to 5 years of relevant technical or business work experience.

##### **Complexity:**

Intermediate professional level role. Works with business partners within one business function to align technology solutions with business strategies. Demonstrates an informed knowledge of a business area to resolve problems on an ongoing business. Supports several moderately complex business processes. Works on multiple projects as a project team member, occasionally as a project leader. May coach more junior staff.

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## **EXHIBIT B-1 STAFF POSITIONS**

### **JOB FAMILY: BUSINESS ANALYSIS AND PLANNING**

**Director, Business Relationships**

**Job#: 7700**

#### **Scope Variant**

Level 3, Maps to lead strategic position or SEAS director

#### **General Characteristics**

Overall responsibility for serving as the strategic interface with assigned business units for the purpose of business/IT strategy development, solution discovery, service management, risk management and relationship management. Serves as the business relationship linkage between the business units and IT (at the executive level). Provides highly-valued strategic consulting level support and guidance through key IT initiatives. Communicates decisions, priorities and relevant project information to appropriate levels of staff regarding business unit requests, projects and initiatives. Proactively shares knowledge of technology risks and opportunities to build competitive advantage and improve efficiency and effectiveness of business units.

Proactively serves as a “trusted advisor”, and is the primary point of contact from IT for business line executives, managers and key contacts and represents IT in selling IT services and capabilities. Provides support in delivering technology products and services to ensure business satisfaction. Strives to be a valued and preferred IT service provider to all business partners. Focuses on strategic initiatives and plans, proactive, anticipatory and driving in nature and provides significant value to business units. Facilitates the planning and execution of business changes through the use of technology. Serves a lead role in enabling the business to achieve their objectives through the effective use of technology.

#### **Dimensions**

##### **Education:**

Bachelor’s or Master’s Degree in Computer Science, Information Systems, Business Administration, or other related field. Or equivalent work experience.

##### **Experience:**

Typically has 10 to 15 years of IT and business work experience with a broad range of exposure to various technical environments and business segments. At least 3 years of experience with managing team(s) responsible in strategic planning, business development or client management and working with a broad range of diverse and complicated business units. Must possess very strong business acumen.

##### **Breadth:**

Senior level management. Works with business unit and corporate staff executives to develop a technology strategy that aligns with IT and across all business units. Must have strong understanding of each business unit to include their business drivers for success, process and approaches to business models. Frequently reports to a Chief Information Officer, IT Chief Operating Officer or Chief Technology Officer.

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# EXHIBIT B-1 STAFF POSITIONS

## JOB FAMILY: PROGRAM MANAGEMENT

### Program Manager

Job#: 8210

#### Scope Variant

Level 3, Maps to lead programmatic position

#### General Characteristics

Responsible for managing one or more highly complex or enterprise-wide IT program(s) consisting of multiple projects. Develops the program strategy, supporting business case and various enterprise-wide high-level project plans. Ensures integration of projects and adjusts project scope, timing, and budgets as needed, based on the needs of the business. Communicates with IT leadership, business leadership and IT Business Consultants to communicate program strategy, direction and changes. Responsible for delivering all projects contained in the IT project portfolio on time, within budget and meeting the strategic and business requirements. Responsible for tracking key project milestones and recommending adjustments to Project Managers. Partners with senior leadership of the business community to identify and prioritize opportunities for utilizing IT to achieve the goals of the enterprise. Must possess extensive knowledge and expertise in the use of Project Management methodologies and tools. This is a single or multiple incumbent(s) position that typically exists in a small to medium size enterprise with multiple project managers, project leaders and/or project support staff as direct reports.

#### Dimensions

##### Education:

Bachelor's or Master's Degree in Computer Science, Business Administration, or other related field. Or equivalent work experience. Project Management certification is required.

##### Experience:

Typically has 10 to 15 years of IT and business/industry work experience, with at least 3 years of leadership experience and 5 years in managing projects.

##### Breadth:

Senior level management with overall responsibility for the management of one highly complex or enterprise-wide program consisting of multiple projects. Responsible for managing all aspects of the design, development and implementation of the program. Directs and mentors a team of project managers, portfolio managers and/or other project management staff. Frequently reports to a Chief Information Officer, Chief Technology Officer, IT Chief Operating Officer or Director, Program Management.

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# EXHIBIT B-1 STAFF POSITIONS

## JOB FAMILY: PROGRAM MANAGEMENT

### Project Manager

Job#: 8220

#### Scope Variant

Level 2, Maps to lead or additional programmatic positions

#### General Characteristics

Responsible for overall coordination, status reporting and stability of project oriented work efforts. Establishes and implements project management processes and methodologies for the IT community to ensure projects are delivered on time, within budget, adhere to high quality standards and meet customer expectations. Responsible for assembling project plans and teamwork assignments, directing and monitoring work efforts on a daily basis, identifying resource needs, performing quality review; and escalating functional, quality, timeline issues appropriately. Responsible for tracking key project milestones and adjusting project plans and/or resources to meet the needs of customers. Coordinates communication with all areas of the enterprise that impacts the scope, budget, risk and resources of the work effort being managed. Assists Program Manager(s) in partnering with senior management of the business community to identify and prioritize opportunities for utilizing IT to achieve the goals of the enterprise. Must possess extensive knowledge and expertise in the use of project management methodologies and tools, resource management practices and change management techniques. This is a management role with human resource management responsibilities (e.g., hiring, performance management). Manages one or more cross-functional projects of medium to high complexity. More senior role has responsibility for multiple large, complex projects with greater impact to the enterprise.

#### Dimensions

##### Education:

Bachelor's Degree in Computer Science, Information Systems, Business Administration, or other related field. Or equivalent work experience. Project Management certification or successful completion of a recognized project management curriculum is required.

##### Experience:

Typically has 7 to 10 years of IT work experience, including 4 or more years managing projects. Experience with projects in multiple technologies and functions.

##### Breadth:

Middle level management. Works under general direction of senior level management. Responsible for the management of one or more medium to large-sized, moderately to highly complex projects. Typically manages and mentors project leaders and project management staff.

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## **EXHIBIT B-1 STAFF POSITIONS**

### **JOB FAMILY: PROGRAM MANAGEMENT**

#### **Project Management Specialist**

**Job# 8235**

#### **Scope Variant**

Level B, Maps to additional programmatic staff

#### **General Characteristics**

Designs, implements, evaluates and audits project management processes and templates for the project management office (PMO). Compiles metrics relating to IT project success, project attributes, and individual productivity and adherence to defined processes. May track costs and performance, service levels and other metrics required to ensure project goals and objectives are met. Serves as a resource to project managers and project leaders to educate and assist them with implementing project management processes and making improvement/changes. Provides administrative support to project managers and project leaders. Ensures project control systems are in place and integrates project data for decision makers. Administers and maintains project management software and tools (e.g., Microsoft Project Server). Organizes and publishes project-related documentation in various sources. Knowledge of project management tools, methods and best practices such as those defined by the Project Management Body of Knowledge (PMBOK).

#### **Dimensions**

##### **Education:**

Bachelor's Degree in Computer Science, Information Systems, Business Administration, or other related field. Or equivalent work experience.

##### **Experience:**

Typically has 3 to 5 years of project support/management experience.

##### **Complexity:**

Intermediate professional level role. Works independently or on a team. Performs tasks of moderate to high complexity that require increased knowledge of multiple technical environments and knowledge of business areas that IT supports. May coach more junior staff.

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## **EXHIBIT B-1 STAFF POSITIONS**

### **JOB FAMILY: MANAGEMENT CONSULTING STC**

#### **Program & Administrative Support**

##### **Scope Variant**

Allows SEAS Vendor to provide administrative support at a lower rate

##### **General Characteristics**

Provides administrative support as needed.

##### **Dimensions**

###### **Education:**

High school diploma.

###### **Experience:**

Effective written and verbal communication skills and reading comprehension skills. Good time management skills. Knowledge of administrative and clerical procedures and systems. Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition, and grammar. Knowledge of computer software including applications. Knowledge of principles and processes for providing customer and personal services including needs assessment techniques, quality service standards, alternative delivery systems, and customer satisfaction evaluation techniques.

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