

ATTACHMENT B
SCOPE OF SERVICES (October 7, 2019)

reported to the Agency. The Agency, at its discretion, reserves the right to direct the Vendor to amend or update its Contingency Plan during the term of this Contract in accordance with the best interests of the Agency and **at no additional cost to the Agency.**

- b) This deliverable includes, at a minimum:
 - (1) Disaster Recovery and Business Continuity Test Report;
 - (2) Business Impact Assessment; and
 - (3) Annual Test Results and Corrections.

- 14) PD-14: Interface Control Document (ICD)
 - a) The Vendor shall develop and submit an Interface Control Document (**PD-14**) which describes how the Vendor shall incorporate the design, development, and maintenance of enterprise interfaces. Each Application Program Interface (API) and component which shall interface with the EDW Solution platform shall be documented using the Agency's ICD template. This effort shall be performed in collaboration with other stakeholders in the FX Projects.

 - b) This deliverable includes, at a minimum:
 - (1) Data Layout Documentation;
 - (2) Data Dictionary; and
 - (3) Data Mapping Crosswalk.

- 15) PD-15: Test Plan
 - a) The Vendor shall develop and submit a Test Plan (**PD-15**) as documented in **Table: 24 - Testing Phase Requirements**, which describes how the Vendor shall perform testing of the solution and detail the work products which shall be submitted to the Agency as part of the testing phase. The plan shall detail the support the Vendor shall provide to the Agency and Module Vendors in integrating with the enterprise solution. This includes operating a test bed against which teams can test and resolve integration issues. The plan shall include roles and responsibilities throughout the Testing Phase and a process for submitting, monitoring, and resolving defects found during testing and enhancements, assigning severities/priorities in accordance to Agency standards, process for applying fixes, regression testing of any fixes, and assurance of parity between technical environments. The plan shall include use of the tools for identifying, prioritizing, tracking, fixing, and re-testing System Defects or Enhancements, structured promotion of functionality to subsequent testing levels, summary of testing tools used throughout the Testing Phase including the approach to defining test cases which are representative of actual

ATTACHMENT B

SCOPE OF SERVICES (October 7, 2019)

cases, and testing of recovery processes and/or component outages/failures.

- b) This deliverable includes, at a minimum:
 - (1) UAT Test Data information;
 - (2) Extract Data Process;
 - (3) Test Progress Report;
 - (4) Test Defects Weekly Report;
 - (5) Test Results;
 - (6) Detailed test cases for each sub-phase of testing: Integration Testing, System Testing, Regression Testing, Performance Testing, User Acceptance Testing; and
 - (7) Test Region refreshment schedule to keep all stakeholder test regions in sync to allow for ongoing and accurate testing.

- 16) PD-16: Environmental Readiness Review
 - a) The Vendor shall develop and submit an Environmental Readiness Review (**PD-16**) which includes construction completion approval and report, details the scope of work, planned tasks, and completed tasks as part of the configure/build process for the solution including implementation of detailed requirements, detailed design, configuration, development, unit testing, and documentation.

- 17) PD-17: Implementation Readiness Review
 - a) The Vendor shall develop and submit an Implementation Readiness Review (**PD-17**) which includes a Test Completion Report for each of the testing phases including System, Integration, and Performance Testing. The Test results shall be traced to the use case/user story and design documentation being tested as well as tracked and reported according to the RTM.
 - b) This deliverable includes, at a minimum:
 - 1) Integration Test Results
 - 2) System Test Results
 - 3) Regression Test Results
 - 4) Performance Test Results
 - 5) User Acceptance Test Results

- 18) PD-18: Organizational Change Management Plan (includes Training Plan)

Organizational Change Management (OCM) is a framework for planning and managing the effects of change on people in an organization as it plans and implements an initiative. An initiative may include changes such as new technology, business

ATTACHMENT B

SCOPE OF SERVICES (October 7, 2019)

processes, or organizational structure within the enterprise. Effective OCM activities can help to improve the overall success of a project by helping to support overall stakeholder adoption of the change. Simply put, OCM addresses the people side of a change by keeping them informed, involved, educated/trained, and supported prior to and throughout the change.

- a) The Vendor shall develop and submit an Organizational Change Management Plan (**PD-18**) in accordance with **Organizational Change Management (OCM) Tools** document, located in the [EDW Procurement Library](#). The Vendor shall coordinate with the Agency's Organizational Change Management team to use appropriate tools, templates, and standards for all Organizational Change Management work products and artifacts. At the request of the Agency, the Vendor shall provide Organizational Change Management (OCM) activities to be completed across the life cycle, including the following project-specific artifacts:
 - (1) Communications Approach – the strategy that identifies key communication messages and principles, communication channels for use, key stakeholder groups, and risks
 - (2) Communications Plan – tactical plan for formally defining who receives specific messages, when they should be delivered, and the communication channel to be used

- b) The Vendor shall develop and submit a **Training Plan** which details the Vendor's approach to provide training to the stakeholder for the solution. The Vendor shall provide training materials during the training phase that prepares the stakeholders to understand and quickly become productive within the new environment. This includes understanding how to monitor the system and use any relevant dashboards and the ability to understand how to leverage technical and functional documentation and/or reports. After completion of training, the Vendor shall submit a User Training Completion document to the Agency. The **Training Plan** deliverable includes, at a minimum:
 - (1) Training Materials;
 - (2) Training Schedule;
 - (3) User Training Completion;
 - (4) User Manual; and
 - (5) Desk Level Procedures.

- 19) PD-19: Operations and Maintenance (O&M) Manual
 - a) The Vendor shall develop and submit an Operation and Maintenance Manual (**PD-19**) which details how the Vendor shall plan, operate and maintain the solution in

ATTACHMENT B

SCOPE OF SERVICES (October 7, 2019)

compliance with negotiated Performance Standards. The manual shall include the plan and details for Architecture/hosting operations, monitoring daily operations performance, performing routine maintenance, maintaining user and system documentation, approach to system changes, enhancements, data corrections and other new requirements, reporting status against relevant Performance Standards and schedule of major and minor releases. Frequency of O&M reports will be approved by the Agency.

- b) This deliverable includes, at a minimum:
 - (1) Operational Procedures;
 - (2) Operational Policies;
 - (3) O&M System Maintenance Reports;
 - (4) O&M Configuration Inventory;
 - (5) O&M Reference Materials;
 - (6) System Operational Policy and Procedures Manual;
 - (7) EDW Support Services Operational Procedures Manual;
 - (8) Operational Policy and Procedure Manual(s); and
 - (9) Production Reports.

- 20) PD-20: Production Readiness Review
 - a) The Vendor shall develop and submit a Production Readiness Review (**PD-20**) and Stage Gate Review checklist which shall examine the actual solution characteristics and the procedures of the product's operation to confirm all hardware, software, resources, procedures, and user documentation accurately reflect the deployed state of the system as per **Table: 25 - Implementation Phase Requirements**.
 - b) This deliverable includes, at a minimum:
 - (1) Production Readiness Test Results; and
 - (2) Production Readiness Walkthrough.

- 21) PD-21: Post Implementation Report
 - a) The Vendor shall develop and submit a Post Implementation Report (**PD-21**) which details planning and roadmaps for managing all System releases. For every EDW Project implementation, the Vendor shall submit a Post Implementation Report which details assessment of the Implementation, lessons learned, deliverable closeout (if applicable) and monitoring information on the performance of the system/application during normal operations against original user requirements and any newly implemented requirements or changes.

ATTACHMENT B

SCOPE OF SERVICES (October 7, 2019)

- b) This deliverable includes, at a minimum:
 - (1) Post Implementation Report;
 - (2) Lessons Learned;
 - (3) Deliverable Closeout; and
 - (4) Monitoring information on the performance of the system/application during normal operations against original user requirements and any newly implemented requirements or changes.

- 22) PD-22: Operational Readiness Review (ORR)
 - a) The Vendor shall develop and submit an Operational Readiness Review (**PD-22**) which documents the EDW Solution is ready for go-live, including the people, processes, and technology to confirm preparedness for operations.

 - b) This deliverable includes, at a minimum:
 - (1) Operational Readiness Test Results; and
 - (2) Operational Readiness Walkthrough.

- 23) PD-23: Warranty Completion Report
 - a) The Vendor shall define their approach to the warranty period in their response. The warranty period, warranty entrance criteria, and warranty exit criteria shall be defined during the contract negotiations and covers the agreed upon requirements defined in this Contract. The Vendor shall be responsible for correcting defects which prevent the solution from operating according to Agency specifications. At the end of the warranty period, the Vendor shall submit a Warranty Completion Report (**PD-23**) which shall detail all tasks completed during the warranty period and shall give a status of any remaining tasks which were not completed during the warranty period.

- 24) PD-24: Annual Operational Analysis (AOA)
 - a) The Vendor shall develop and submit an Annual Operational Analysis (**PD-24**) in accordance with the FXPLC in the **FX Design and Implementation Management Standards** document, located in the [EDW Procurement Library](#).

- 25) PD-25: Vendor Turnover Plan
 - a) Not less than six (6) months prior to the end of this Contract, the Vendor shall create, develop, and submit a Vendor Turnover Plan (**PD-25**) as described in **B.3.1.2. EDW Solution Turnover** which shall include a proposed approach to turnover of the EDW Solution. This Plan shall be implemented to safeguard continued functionality of System and services as deemed appropriate by the Agency.

**ATTACHMENT B
SCOPE OF SERVICES (October 7, 2019)**

- b) This deliverable includes, at a minimum:
- (1) Project Schedule;
 - (2) Turnover Work Breakdown Structure (WBS);
 - (3) Turnover Entrance and Exit Criteria;
 - (4) Documentation Updates and Inventory Analysis;
 - (5) System & User Documentation;
 - (6) Staffing Plan;
 - (7) Training Plan and Training;
 - (8) Coordination Plan and Turnover Agreement;
 - (9) Financial Reconciliation;
 - (10) Turnover Statement of Resources; and
 - (11) Turnover Results Report.

d. List of Deliverables - Module Implementation Projects

Figure 7: Module Implementation Project Deliverables below, provides the outline for development and revision guideline for the Module Implementation Projects.

Figure 7: Module Implementation Project Deliverables

#	Description	Initiation	Planning	Requirements Analysis	Design	Development	Testing	Implementation	O & M	Disposition
MP-1	Project Management Plan (Includes Vendor Resource Management Plan)		B	U	U	U	U	F	U	
MP-2	Project Schedule		B	I	I	I	I	F		
MP-3	High-Level Technical Design		U						U	
MP-4	System Security Plan						U		U	Y
MP-5	Requirements Document		U	U	U					
MP-6	Bill of Materials		U	U	U				U	Y
MP-7	Technical Infrastructure Plan				U					
MP-8	Requirement Traceability Matrix			U	U	U	U	U	U	
MP-9	System Design Document (Architecture Specifications)				U					
MP-10	Data Conversion and Migration Plan			P	I	F				
MP-11	Implementation Plan/Software Release Plan				P	I	F			
MP-12	Configuration Management and Release Management Plan		U	U	U					

**ATTACHMENT B
SCOPE OF SERVICES (October 7, 2019)**

#	Description	Initiation	Planning	Requirements Analysis	Design	Development	Testing	Implementation	O & M	Disposition
MP-13	Contingency Plan (for Disaster Recovery and Business Continuity)		U	U	U	U			U	Y
MP-14	Interface Control Document (ICD)				P/F					
MP-15	Test Plan			U	U	U			U	
MP-16	Environmental Readiness Review (Includes Construction Completion Approval and Report)					P	F			
MP-17	Implementation Readiness Review (Includes System, Security, and Performance Test Completion and Report)						P/F			
MP-18	Training Plan					P/F			U	Y
MP-19	Operations and Maintenance Manual				U	U	U	U	U	
MP-20	Production Readiness Review						P/F			
MP-21	Post Implementation Report								P/F	
MP-22	Operational Readiness Review (ORR)							P/F		
MP-23	Warranty Completion Report								F	
MP-24	Annual Operational Analysis (AOA)								P/F	Y
MP-25	Vendor Turnover Plan								P/F	

Legend: **P** Preliminary; **B** Baseline; **I** Interim; **F** Final; **U** Update; **Y** Yearly Update.

9. Project Life Cycle Review Requirements

The Agency is defining the FX Project Life Cycle (FXPLC), as a system development life cycle based on the CMS eXpedited Life Cycle (XLC) customized to the Agency and Florida specific project implementation processes. The XLC is a framework developed by CMS for defining tasks performed at each phase in the software implementation process.

The Vendor shall produce plans, throughout the FXPLC, which are noted as deliverables, work products, and accompanying artifacts, as documented in **Section B.3.F.8. Deliverables Requirements**, for each specific FX Project. The Design and Implementation Management templates (attachments in the **FX Design and Implementation Management Standards** document) outline and organize suggested content, provide Vendor guidance and instructions, and include sample information tables for the minimum set of FXPLC Design and Implementation plans for an FX Project.

The FXPLC templates align closely with the CMS XLC templates allowing FX Project Vendors and the Agency to reduce the development cost and enable reuse of relevant content across States. FX specific customizations from CMS

ATTACHMENT B

SCOPE OF SERVICES (October 7, 2019)

XLC templates help FX Project Vendors produce relevant plans which reflect evaluation of Agency (Medicaid and non-Medicaid), State, CMS, healthcare industry, and general industry standards.

The Vendor shall produce a Project Reuse Plan to be incorporated in the CMS Reuse Plan, as part of the Project Management Plan and subsequent updates that describes the approaches used to maximize reuse. Reuse can be accomplished through sharing or acquiring:

- An entire set of business services or systems, including shared hosting of a system or shared acquisition and management of a turnkey service;
- A complete business service or a stand-alone FX module; and
- Subcomponents such as code segments, rule bases, configurations, customizations, and other parts of a system or module that are designed for reuse,

a. List of Required Project Life Cycle Reviews

The Vendor shall provide materials and participate in reviews defined in FX Project Life Cycle. The FX Project Review Framework section in the FX Design and Implementation Management Standards describes the types of project life cycle reviews that will be performed for FX Projects.

Table: 40 - Project Phase Life Cycle Reviews below, lists types of reviews performed for FX Projects.

Table: 40 - Project Phase Life Cycle Reviews		
Item	Review Type	Description
AOA	Annual Operational Analysis	Evaluate system performance, user satisfaction with the system, adaptability to changing business needs, and new technologies that might improve the system. This review is diagnostic in nature and can lead to development or maintenance activities. Ultimately AOA determines whether the IT Investment should continue, be modified or terminated.
AR	Architecture Review	Determine whether the proposed project potentially duplicates, interferes, contradicts or can leverage another investment that already exists, is proposed, under development, or planned for near-term disposition. The business need is assessed to determine if it is sound and conforms to the FX Enterprise Architecture.
DDR	Detail Design Review	Verify the final design satisfies the functional and nonfunctional requirements and is in conformance with FX's Technical Architecture; determine technical solution's completeness and consistency with FX standards; raise and resolve any technical and/or project-related issues, identify and mitigate project, technical, security, and/or business risks affecting continued detailed design and subsequent development, testing, implementation, and operations and maintenance activities.

**ATTACHMENT B
SCOPE OF SERVICES (October 7, 2019)**

Table: 40 - Project Phase Life Cycle Reviews		
Item	Review Type	Description
DR	Disposition Review	Confirm the IT investment has been completely and appropriately transitioned /disposed thereby ending the life cycle of the IT project.
ERR	Environment Readiness Review	The ERR is a representation of three distinct reviews: Validation, Implementation, and Production. These reviews are needed to enter the various FX environments to test the solution and its contingency operations. Not all solutions will go through all environments. Specific requirements for running in each environment are provided by the environment's owner.
IRR	Implementation Readiness Review	Confirm the system/application completed thorough Integration Testing and is ready for turnover to the formal, controlled test environment for Production Readiness.
ISR	Investment Selection Review	Determine if it is sound, viable, and worthy of funding, support and inclusion in the FX Portfolio. The business need and objectives are reviewed to confirm the effort supports Agency's overall mission and objectives and will not compromise initiatives on the horizon. This is an outward focused review designed to safeguard funding and approval to proceed from senior leadership.
ORR	Operational Readiness Review	Confirm the system/application completed its implementation processes according to plan and that it is ready for turnover to the Operations and Maintenance team and operational release into the Production environment.
PBR	Project Baseline Review	Obtain management approval that the scope, cost and schedule that have been established for the project are adequately documented and that the project management strategy is appropriate for moving the project forward in the life cycle. The PBR includes review of the budget, risk, and user requirements for the investment; emphasis should be on the total cost of ownership and not only development or acquisition costs.
PDR	Preliminary Design Review	Verify the preliminary design satisfies the functional and nonfunctional requirements and is in conformance with the FX Technical architecture; determine technical solution's completeness and consistency with FX standards; raise and resolve any technical and/or project-related issues, to identify and mitigate project, technical, security, and/or business risks affecting continued detailed design and subsequent development, testing, implementation, and operations and maintenance activities.
PIR	Post Implementation Review	The purpose of the PIR is twofold: (1) To ascertain the degree of success from the project; the extent to which it met its objectives, delivered planned levels of

**ATTACHMENT B
SCOPE OF SERVICES (October 7, 2019)**

Table: 40 - Project Phase Life Cycle Reviews		
Item	Review Type	Description
		performance, and addressed the specific requirements as originally defined; (2) To enable the team, and future teams, to learn lessons from the project to improve future FX work and solutions. In that context, the PIR examines whether the team achieved the results it planned for, what those results actually were, and what caused the results to be different from those planned for (if they are different).
PRR	Production Readiness Review	Confirm that the operational staff has the appropriate startup and shutdown scripts, accurate application architecture documentation, application validation procedures, and valid contact information for operability of infrastructure applications.
RR	Requirements Review	Verify that the requirements are complete, accurate, consistent, and problem-free; evaluate the responsiveness to the business requirements; confirm that the requirements are a suitable basis for subsequent design activities; confirm traceability between the business and system requirements; and affirm final agreement regarding the content of the Requirements Document by the Business Owner.
VRR	Validation Readiness Review	Confirm the system/application completed thorough Development Testing and is ready for turnover to the formal, controlled test environment for Validation testing.

10. Solution Component Specific Services Requirements

a. Solution Component Services – Data Modeling Tool

The Vendor shall enable integration between the data modeling tool and the requirements management component of the application lifecycle management solution. The Vendor shall ensure validation of requirement traceability to the element level.

11. Managed Service Requirements

This section describes requirements for any managed services provided or managed services used by the Vendor.

a. Provided Managed Services Requirements

Table: 41 - Provided Managed Services Requirements below, summarizes the MECT Core - Information Architecture Requirements for the EDW Solution.

Table: 41 - Provided Managed Services Requirements	
Req ID	Requirement
SR-322	The Vendor shall communicate to the Agency any changes in capacity or changes in ability to support future usage levels of any provided managed service such that the Agency has adequate time to prevent business disruption or impact.

**ATTACHMENT B
SCOPE OF SERVICES (October 7, 2019)**

Table: 41 - Provided Managed Services Requirements	
Req ID	Requirement
SR-323	The Vendor shall restrict access direct to any managed services that the Agency designates as requiring use of Enterprise integration platform processing functions (e.g. service authorization, usage accounting, sensitive content filtering).
SR-324	The Vendor shall provide information about changes to each Provided Managed Service to the Agency. The Vendor shall provide formatted content to communicate to audiences that are impacted by a change in the Provided Managed Service.

b. Use of Managed Services Requirements

Table: 42 - Use of Managed Services Requirements below, summarizes the Managed Services Information Architecture Requirements for the EDW Solution.

Table: 42 - Use of Managed Services Requirements	
Req ID	Requirement
SR-325	The Vendor shall provide documentation to establish and confirm that all hardware, software, and infrastructure provided by means of one or more Managed Service Providers (MSP) and utilized by the solution comply with State and Federal Data Residency Laws, Standards and Policies.
SR-326	<p>The Vendor shall provide documentation to establish and confirm that all employees, associates and subcontractors employed by a Managed Services Provider (MSP) and interacting with the solution shall meet one of the following employment eligibility criteria:</p> <ol style="list-style-type: none"> 1.) A Permanent Resident Card (also known as a Green Card), 2.) An Employment Authorization Document (work permit) 3.) An employment-related visa which allows you to work for a particular employer 4.) A U.S. Citizen <p>The Vendor shall provide an up-to-date version of this documentation to both AHCA and the SEAS Vendor on a quarterly basis.</p>
SR-327	The Vendor shall provide documentation to establish and confirm that all components of the solution implemented through a Managed Services Provider (MSP) shall meet all State and Federal regulations regarding standards for privacy, security, and individually identifiable health information. The Vendor shall implement, maintain, and operate all the solution systems in full compliance with HIPAA.
SR-328	Any MSP staff provided by the Vendor to meet either Key Staffing requirements or general staffing requirements must be named and documentation establishing residency, employment status, and percentage of time dedicated to the solution (along with all other relevant requirements set forth within this document) shall be provided to the Agency on a monthly basis.

**ATTACHMENT B
SCOPE OF SERVICES (October 7, 2019)**

Table: 42 - Use of Managed Services Requirements	
Req ID	Requirement
SR-329	Any component of the solution implemented by the Vendor via the utilization of one or more Managed Services Providers shall be available and functioning as specified 99.982% twenty-four (24) hours a day, seven (7) days a week, excluding Agency approved planned downtime.
SR-330	Any Managed Services Provider utilized by the Vendor shall be required to maintain physical access credentials and controls (e.g. employee badge and security video) for all staff having access to system, data, and processing location(s) and shall provide documentation affirming the aforementioned credentials and controls.
SR-331	The Vendor shall provide documentation affirming that for any component of the solution implemented via Managed Services Providers, all facilities utilized by a Managed Services Provider shall be housed in a secure area, protected by a defined security perimeter, with appropriate security barriers and entry controls to regulate physical access; record and control access by visitors, and regularly review and update access rights to the facilities.
SR-332	For any component of the solution implemented via Managed Services Providers, the Vendor shall retain the user inquiry activity audit log data as directed by the Agency and provide the user activity audit log to authorized Agency staff within twenty-four (24) hours of receipt of request from the Agency.

12. Data Management Requirements

a. Contract Wide Data Management Requirements

The Vendor shall provide an EDW Solution that meets the data management, business intelligence and analytic capabilities that support the data sharing needs of Agency Stakeholders.

Table: 43 - Contract Wide Data Management Requirements below summarizes Common Data Management Requirements for the EDW Solution.

Table: 43 - Contract Wide Data Management Requirements	
Req ID	Requirement
SR-333	The Vendor's solution shall support the data needs (real-time, near real-time, current and historical) for future FX modules implemented by other vendors.
SR-334	The Vendor's solution shall provide data management, business intelligence, and analytic capabilities to support the data sharing needs of the Agency with State Agencies that support Medicaid.
SR-335	The Vendor's solution shall provide data management, business intelligence, and analytic capabilities to support the data sharing needs of the Agency with CMS and other Federal Agencies.
SR-336	The Vendor's solution shall provide data management, business intelligence, and analytic capabilities to support the data sharing needs of the Agency with identified organizations and partners (e.g. county organizations, non-profits,

**ATTACHMENT B
SCOPE OF SERVICES (October 7, 2019)**

Table: 43 - Contract Wide Data Management Requirements	
Req ID	Requirement
	health plans, hospitals, provider and recipient organizations, academic institutions, etc.).
SR-337	The Vendor's solution shall support the data needs for third party data analytic service providers contracted with the Agency.

b. List of Data Types Managed

The list of data types that the EDW Vendor will manage in the EDW Solution is located in the **FX Data Types** document in the [EDW Procurement Library](#). The list of data types includes the name, description, expected inclusion, and management of the data type in the Operational Data solution, EDW Solution or Content Management Solutions, the data sensitivity classification and the data retention and purge requirements for each data type. Note: Data types correspond closely to State record types defined by the Florida Department of State in **Section 408.061, Florida Statutes**, which provides guidance on healthcare data collection and public records processing.

c. Data Type Specific Service Requirements

1) Data Storage and Retention Requirements

The Agency is actively updating and defining data retention policy for all type of Data managed by the Agency. The Vendor shall provide storage and retention services in compliance with the policies defined by the Agency.

G. Additional Innovation Opportunities

<<<Additional Innovation Opportunities that become part of this Contract will be detailed here. >>>

H. Vendor Staffing Requirements

1. General Staffing Requirements

The Vendor shall provide a staffing solution that meets the staffing requirements to complete projects on schedule and adhere to the quality standards set by the Agency.

Table: 44 - General Staffing Requirements below, summarizes the Staffing Requirements for the EDW Solution.

Table: 44 - General Staffing Requirements	
Req ID	Requirement
SR-338	The Vendor shall conduct all aspects of this Contract in a timely, efficient, productive, consistent, courteous, and professional manner as representatives of the Agency.
SR-339	The Vendor shall recruit highly qualified staff to provide all aspects of the services required by this Contract.

**ATTACHMENT B
SCOPE OF SERVICES (October 7, 2019)**

Table: 44 - General Staffing Requirements	
Req ID	Requirement
SR-340	The Vendor shall maintain copies of qualifications, including current licenses and board certifications if applicable, for staff and sub-contracted personnel in a centralized administrative file accessible to the Agency Contract Manager within twenty-four (24) hours.
SR-341	All persons assigned to the performance of this Contract shall be employees of the Vendor (or specified subcontractor) and shall be fully qualified to perform the services required in this Contract.
SR-342	The Vendor staff shall meet with Agency staff at least monthly, as agreed to by the Agency and the Vendor, to review reports and all other obligations under this Contract as requested by the Agency.
SR-343	The Vendor shall meet in person or by telephone at the request of the Agency to discuss the status of this Contract, Vendor performance, benefits to the Agency, necessary revisions, reviews, reports, and planning.
SR-344	The Vendor shall notify the Agency in writing of any key staff resignations, dismissals, or personnel changes within one (1) business day of the occurrence. Should the Contract Manager position become vacant, the Vendor shall notify the Agency immediately and provide information on the replacement within ten (10) business days. All other general staff shall be replaced within thirty (30) business days. If additional staff is required, they shall be provided by the Vendor at no additional cost.
SR-345	The Vendor shall have staff available during normal business hours. Normal business hours are defined as 8:00 AM to 6:00 PM, ET, Monday through Friday, excluding State of Florida observed holidays. The Vendor shall also have staff on call and available outside of normal business hours.

In the event the Agency determines the Vendor's staff or staffing levels are not sufficient to properly complete the services specified in this Contract, the Agency shall advise the Vendor in writing. The Vendor shall have thirty (30) calendar days to remedy the identified staffing deficiencies. **If additional staff is required, they shall be provided by the Vendor at no additional cost to the Agency.**

2. Key Staff

The Vendor shall employ key staff as identified in **Figure 8: Key Staff Responsibilities and Qualifications** below.

The Vendor's key staff shall perform work on tasks consistent with staff position roles and responsibilities within the minimum qualifications as shown.

Figure 8: Key Staff Responsibilities and Qualifications
Key Staff Responsibilities and Qualifications

Key Position	Roles and Responsibilities	Minimum Qualifications
Account Manager/Project Director	Accountable for day-to-day operations; Accountable for Vendor staff including staffing levels, hiring, training,	Five (5) years senior leadership management experience;

ATTACHMENT B
SCOPE OF SERVICES (October 7, 2019)

Key Staff Responsibilities and Qualifications		
Key Position	Roles and Responsibilities	Minimum Qualifications
<p>Serves during the full term of the EDW Contract</p>	<p>assignments, performance evaluations, and issue resolution;</p> <p>Accountable for the activities of all staff;</p> <p>Work in collaboration with the FX Project Team, and other Vendors to support the communications and activities necessary to meet the objectives of the EDW Project;</p> <p>Accountable for the quality and timeliness of all deliverables, documentation, and reports as described in this Contract; and</p> <p>Accountable for all staff the Vendor assigns to complete requirements under this Contract meet the qualifications needed for the work to which they are assigned.</p>	<p>Preference given for an active Project Management Professional (PMP) certification;</p> <p>Full-time employee of the prime Vendor and is not a sub-contracted or independently contracted (1099) employee;</p> <p>Preference given for experience in healthcare IT related projects, preferably specific to CMS requirement driven criteria, Medicaid Management Information System (MMIS), modules, Integration Platform; and</p> <p>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.</p>
<p>Deputy Project Director</p> <p>Serves during the full term of the EDW Contract</p>	<p>Works full-time at the project site and is available to meet with members of the FX Project Team at the request of the Agency;</p> <p>Manages the project in accordance with the Agency-approved FX Project Management Standards, located in the EDW Procurement Library;</p> <p>Responsible for Managing activities of all Vendor staff;</p> <p>Work in collaboration with the FX Project Team, and other Vendors to support the communications and activities necessary to meet the objectives of the EDW Project;</p> <p>Responsible for the quality and timeliness of all deliverables, documentation, and reports as described in this Contract;</p> <p>Act as a liaison with the FX Project Team as it relates to Integrated Organizational Change Management activities, including the training requirements found in the deliverable PD-18: Organizational Change</p>	<p>Ten (10) years' senior project management experience with a demonstrated track record of delivering business value using technology solutions;</p> <p>Active Project Management Professional (PMP) certification;</p> <p>Full-time employee of the prime Vendor and is not a sub-contracted or independently contracted (1099) employee;</p> <p>Preference given for experience in healthcare related projects, preferably specific to CMS requirement driven criteria, Medicaid Management Information System (MMIS), Decision Support System (DSS), eligibility systems, and/or enrollment systems;</p> <p>Five (5) years' experience performing a lead role in a system integration. Preference given for experience in large transformational projects;</p> <p>Five (5) years' experience performing systems development life cycle on an enterprise-wide deployment and/or maintenance and operations;</p>

ATTACHMENT B
SCOPE OF SERVICES (October 7, 2019)

Key Staff Responsibilities and Qualifications		
Key Position	Roles and Responsibilities	Minimum Qualifications
	<p>Management Plan (includes Training Plan); and</p> <p>May serve as the Contract Manager handling contract-related activities.</p>	<p>Preference given for experience in managing enterprise State-level projects, either having delivered projects to a State or worked in State government delivering healthcare related projects;</p> <p>Preference given for Medicaid, MECT and MITA experience;</p> <p>Preference given for experience in both business and systems architectures; and</p> <p>Preference given for advanced experience using MS Project including resource- and cost-loading, resource-leveling, and earned value management.</p>
<p>Implementation Manager</p> <p>Serves during the design, development, and implementation phase of the EDW Contract</p>	<p>Manage the design, configuration/build, integration, defect management, and implementation of the scope of work;</p> <p>Provide technical leadership to the team to maintain high quality by developing, establishing, and maintaining best practices;</p> <p>Provide guidance and insight to upper management and procure buy-in;</p> <p>Delegate technical responsibilities and monitor progress of projects;</p> <p>Oversee user testing and report results—adjust requirements as needed;</p> <p>Work closely with project director during all phases of development life cycle;</p> <p>Review all work produced by development team;</p> <p>Conduct regular status meetings with all necessary stakeholders;</p> <p>Identify and foster areas for growth and improvement within the team;</p> <p>Research and evaluate a variety of alternative software products and make the necessary recommendations to the project leadership after thorough testing; and</p> <p>Participate and lead the EDW Project team to provide support as needed to</p>	<p>Minimum seven (7) years' experience in system design and integration projects, including the technical design and implementation of projects similar in size and scope to this project;</p> <p>Experience must involve directing multi-discipline technical teams producing enterprise data service solutions;</p> <p>Three (3) years' experience in project management;</p> <p>Preference given for a Bachelor's Degree in Computer Science or a related field;</p> <p>Preference given for experience in managing enterprise projects, either having delivered projects to a state or worked in state government delivering healthcare related projects;</p> <p>Preference given for Medicaid, MECT and MITA experience;</p> <p>Preference given for experience in both business and systems architectures; and</p> <p>Active Project Management Professional (PMP) certification;</p>

**ATTACHMENT B
SCOPE OF SERVICES (October 7, 2019)**

Key Staff Responsibilities and Qualifications		
Key Position	Roles and Responsibilities	Minimum Qualifications
	<p>other FX Vendors for CMS module certification activities.</p> <p>May serve as the Operational and Maintenance Manager.</p>	
<p>Business Analysis Manager</p> <p>Serves during the design, development, and implementation phase of the EDW Contract.</p>	<p>Manage team development efforts towards successful project delivery;</p> <p>Provide leadership to the team to maintain high quality by developing, establishing, and maintaining best practices;</p> <p>Assist in the collection, review, and documentation of user's requirements, development of user stories, estimates and work plans;</p> <p>Manage the packaging and support deployment of releases, fixes and builds;</p> <p>Manage the research and evaluation a variety of alternative software products and make the necessary recommendations to the project leadership after thorough testing.</p>	<p>Minimum five (5) years' experience in system design and implementation of projects similar in size and scope to this project;</p> <p>Experience with service-oriented application development techniques and theories;</p> <p>Experience improving solutions, systems, and processes;</p> <p>Prior experience in modern data warehouse development;</p> <p>Prior experience in technical leadership position with Systems Development emphasis; and</p> <p>Preference given for a Bachelor's Degree in Computer Science or a related field.</p>
<p>Technical Manager</p> <p>Serves during the design, development and implementation phase of the EDW Contract.</p>	<p>Manage technology team and technology infrastructure efforts towards successful project delivery;</p> <p>Provide leadership to the technology team to maintain high quality by developing, establishing, and maintaining technology infrastructure best practices;</p> <p>Provide technical expertise and oversight for the engineering, configuration, implementation, maintenance, and support of technology infrastructure;</p> <p>Manage the packaging and support deployment of hardware and software infrastructure releases, fixes, and upgrades; and</p> <p>Manage relationships with third party service providers including COTS, cloud solutions, web apps, and operational systems.</p>	<p>Minimum five (5) years' experience in system develop and implementation of projects similar in size and scope to this project;</p> <p>Experience with service-oriented application development techniques and theories;</p> <p>Experience improving solutions, systems, and processes;</p> <p>Prior experience in technical leadership position with Systems Development emphasis; and</p> <p>Preference given for a Bachelor's Degree in Computer Science or a related field.</p>

ATTACHMENT B
SCOPE OF SERVICES (October 7, 2019)

Key Staff Responsibilities and Qualifications		
Key Position	Roles and Responsibilities	Minimum Qualifications
<p>Operational & Maintenance Manager</p> <p>Serves during Operations and Maintenance phase of the EDW Contract.</p>	<p>Manage Technical Integration and Technical Operations and Maintenance team;</p> <p>Manage the design, configuration/build, integration, defect management, implementation, and operations of the scope of work;</p> <p>Maintain quality control through establishing and maintaining technical operations standards;</p> <p>Provide guidance and insight to upper management and procure buy-in;</p> <p>Delegate technical responsibilities and monitor progress of projects;</p> <p>Oversee user testing and report results—adjust requirements as needed;</p> <p>Work closely with project director during all phases of development life cycle;</p> <p>Review all work produced by development team;</p> <p>Conduct regular status meetings with all necessary stakeholders;</p> <p>Identify and foster areas for growth and improvement within the team;</p> <p>Research and evaluate a variety of alternative software products and make the necessary recommendations to the project leadership after thorough testing; and</p> <p>Participate and provide support as needed to the Module Vendors for CMS module certification activities.</p> <p>May serve as the Implementation Manager.</p>	<p>Minimum seven (7) years' experience in operation and maintenance of Integration solutions, including the technical design, system design and implementation of projects similar in size and scope to this project;</p> <p>Experience must involve directing multi-discipline technical teams producing and maintaining integration solutions;</p> <p>Three (3) years' experience in project management;</p> <p>Preference given for a Bachelor's Degree in Computer Science or a related field;</p> <p>Preference given for experience in managing enterprise state-level projects, either having delivered projects to a state or worked in state government delivering healthcare related projects;</p> <p>Preference given for Medicaid, MECT and MITA experience; and</p> <p>Preference given for experience in healthcare related projects, preferably specific to CMS requirement driven criteria, Medicaid Management Information System (MMIS), Decision Support System (DSS), eligibility systems, and/or enrollment systems.</p>
<p>Operational Technical Manager</p> <p>Serves during Operations and Maintenance</p>	<p>Provide leadership to the business analyst and technical team to maintain high quality by developing, establishing and maintaining best practices;</p> <p>Assist in the collection, review and documentation of user's</p>	<p>Minimum five (5) years' experience in system operations of projects similar in size and scope to this project;</p> <p>Experience with service-oriented application development techniques and theories;</p>

**ATTACHMENT B
SCOPE OF SERVICES (October 7, 2019)**

Key Staff Responsibilities and Qualifications		
Key Position	Roles and Responsibilities	Minimum Qualifications
phase of the EDW Contract.	<p>requirements, development of user stories, estimates and work plans;</p> <p>Manage the packaging and support deployment of releases, fixes and builds;</p> <p>Manage the research and evaluation a variety of alternative software products and make the necessary recommendations to the project leadership after thorough testing;</p> <p>Provide technical expertise and oversight for the engineering, configuration, implementation, maintenance, and support of technology infrastructure;</p> <p>Manage the packaging and support deployment of hardware and software infrastructure releases, fixes, and upgrades; and</p> <p>Manage relationships with third party service providers including COTS, cloud solutions, web apps, and operational systems.</p>	<p>Experience improving solutions, systems, and processes;</p> <p>Prior experience in technical leadership position with Systems Development emphasis;</p> <p>Preference given for a Bachelor's Degree in Computer Science or a related field;</p> <p>Preference given for experience in managing enterprise state-level projects, either having delivered projects to a state or worked in state government delivering healthcare related projects;</p> <p>Preference given for Medicaid, MECT and MITA experience; and</p> <p>Preference given for experience in healthcare related projects, preferably specific to CMS requirement driven criteria, Medicaid Management Information System (MMIS), Decision Support System (DSS), eligibility systems, and/or enrollment systems.</p>
Enterprise Architect Serves during the full term of the EDW Contract	<p>Provide recommendations and participates in activities related to the design, development, and maintenance of the Enterprise Architecture (EA);</p> <p>Establish system information requirements in the development of enterprise-wide or large-scale information systems;</p> <p>Build a long-term strategic roadmap for Integration of IT systems architecture, and recommend to the Agency for approval;</p> <p>Advise and recommends enterprise architecture strategies, processes and methodologies;</p> <p>Recommend and participates in the development of architecture blueprints for related systems;</p> <p>Design architecture to include the software, hardware, and</p>	<p>Minimum five (5) years' experience in extensive experience with enterprise architecture which includes designing, integrating, and managing complex Integration solutions;</p> <p>Minimum three (3) years' experience engineering system hardware, software, and applications;</p> <p>Minimum three (3) years' experience with business process and performance modeling, benchmarking, and financial analysis;</p> <p>Preference given for Medicaid and MITA experience; and</p> <p>Preference given for a Bachelor's Degree in Computer Science or a related field.</p>

**ATTACHMENT B
SCOPE OF SERVICES (October 7, 2019)**

Key Staff Responsibilities and Qualifications		
Key Position	Roles and Responsibilities	Minimum Qualifications
	<p>communications to support the total requirements as well as provide for present and future cross-functional requirements and interfaces;</p> <p>Validate the solution is compatible and in compliance with the standards for architecture, integration and security;</p> <p>Share best practices, lessons learned, and constantly updates the technical system architecture requirements based on changing technologies, and knowledge related to recent, current and upcoming products and solutions; and</p> <p>Participate in the design and implementation of IT service management standards, tools and methodologies.</p>	
<p>Quality Assurance / Testing Manager</p> <p>Serves during the full term of the EDW Contract</p>	<p>Manage team of Quality Assurance (QA) & Testing analysts;</p> <p>Apply process improvement, reengineering methodologies and principles to conduct process modernization projects;</p> <p>Key coordinator between multiple project teams to confirm enterprise-wide integration;</p> <p>Lead the planning, design, implementation and execution of automated functional test strategies, including guiding and adapting the automation strategy;</p> <p>Document and follow through on issues determined for prompt resolution;</p> <p>Enhance QA / testing methodology for test and defect management and tools supporting processes;</p> <p>Offer continuous improvement by assessing customer issues for root cause and future prevention; and</p>	<p>Bachelor's Degree;</p> <p>Minimum of four (4) years' experience in leading process improvement, reengineering methodologies, business analysis and testing activities for a project similar in size and scope to this project;</p> <p>Minimum three (3) years' experience championing quality practices within a team or within the organization;</p> <p>Minimum three (3) years' experience with automated testing frameworks;</p> <p>Minimum three (3) years' experience with modern business methods, best practices and performance measurements; and</p> <p>Minimum three (3) years' experience testing methodology, life cycle and all artifacts required to successfully validate the solution.</p>

ATTACHMENT B
SCOPE OF SERVICES (October 7, 2019)

Key Staff Responsibilities and Qualifications		
Key Position	Roles and Responsibilities	Minimum Qualifications
	Conduct tests, demos and inspections to certify product readiness for quality gates.	
Reporting and Analytics Manager Serves during the full term of the EDW Contract	Manage reporting and analytics team efforts towards successful project delivery; Manage internal and external data analytics projects, custom data deliverables and user training; Analyze data, identify anomalies, and provide usable insight to internal and external customers; Manage external customer data requests, including: project scope, consultation, conception, build, production, and end user delivery; Manage teams to develop custom data deliveries using reporting and data analytics tools; and Stay current with data analytics, reporting techniques and technologies.	Minimum five (5) years' experience in management and professional data analytics; Experience with analytical tools, relational data bases, data stores, data warehouses and unstructured data; Experience improving analytical solutions and reporting as well as analyzing data for internal and external users/customers; and Preference given for a Bachelor's Degree in Business Analytics or a related field.

Key staff are subject to Agency approval. The Vendor shall provide a written justification, subject to Agency approval, for any key staff which the Vendor proposes to fulfill more than one (1) key staff position, be less than full-time, and/or be less than one hundred percent (100%) dedicated to this Contract. The Agency's expectation is that these are the key staff recommended for Design, Development, and Implementation (DDI) and Operations as designated. The Vendor may propose an alternate staffing plan if key staff roles are not required to be full-time or key staff resources may share roles based on program deliverables. Should any key staff positions become vacant, the Vendor shall provide a replacement within twenty (20) business days.

The Vendor shall not replace or reassign key staff without prior Agency written approval or direction, including all phases of the Contract, which shall not be unreasonably withheld.

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.

Key staff and additional staff identified by the Vendor shall be available to meet with the Agency in person and perform this Contract requirements which require an on-site presence as described in **Section B.3.H.6. Corporate Capability/Service Location**, at the Agency's headquarters location in Tallahassee, Florida, as often as needed.

ATTACHMENT B SCOPE OF SERVICES (October 7, 2019)

3. Qualification Documents Required

All persons assigned to the performance of this Contract shall be employees of the Vendor (or specified subcontractor) and shall be fully qualified to perform the services required in this Contract.

The Vendor shall submit the following qualification and experience documentation for key staff:

- Resume including educational experience and work experience with detailed descriptions;
- Supervisor contact information including name, phone number, and email address for the qualifying work experience;
- Proof of professional certification(s), if applicable; and
- Originally signed attestation from each of the proposed key staff that he or she currently meets the specified qualification and experience requirements as of the date of contract execution, for the key staff position which he or she is proposed to fulfill.

The Vendor shall submit the following qualification and experience documentation for any replacement staff that join the EDW Project prior to staff acquisition for Agency's review and approval:

- Resume, including educational experience and work experience with detailed descriptions;
- Supervisor contact information including name, phone number, and email address for the qualifying work experience;
- Proof of professional certification(s), if applicable; and
- Originally signed attestation from each of the proposed key staff that he or she currently meets the specified qualification and experience requirements as of the date of contract execution, for the key staff position which he or she is proposed to fulfill.

Upon notice by the Agency, the Vendor shall remove any staff whose continued presence would be detrimental to the completion of the Contract.

4. Staffing Levels

In addition to the Key Staff, the Vendor shall provide staff in sufficient quantities and skill sets, as needed, to enable the Vendor to provide consistent and high-quality deliverables and to support work products, including during periods in which work on multiple projects is underway. The Vendor shall use additional staff to perform work on tasks categorized according to the staff positions in **Attachment B, Exhibit B-2: Staffing Positions**. Additional staff shall include a Contract Manager (if not a dual role with the Deputy Project Director) who is available as needed to support this Contract. The Vendor shall provide enough resources to assist in business intelligence, reporting, analytics and training.

The Vendor shall also be prepared to release staff, as needed, when additional staff are no longer needed for the current status of the EDW Project. The Vendor shall be prepared at all times to recruit qualified staff to implement all aspects of the services required in this Contract within the stated timeframes.

ATTACHMENT B
SCOPE OF SERVICES (October 7, 2019)

5. Subcontracting

The successful respondent shall not subcontract, assign, or transfer any work identified under this Contract, without prior written consent of the Agency. The Agency shall approve any work delegated to Agency approved subcontractors.

The successful respondent shall not subcontract with any vendor that would be a conflict of interest to the successful respondent during the term of this Contract in accordance with Federal and State conflict of interest laws.

Any subcontract changes subsequent to this Contract award, constitutes a change in the approved subcontractor. Changes in subcontracts require justification for change and approval in writing by the Agency's Contract Manager thirty (30) calendar days prior to the effective date of any subcontract.

The successful respondent shall notify the Agency in writing of any subcontractor changes within one (1) business day of the occurrence and provide information on the subcontract replacement within ten (10) business days. If an additional subcontractor is required, they shall be provided by the successful respondent at no additional cost.

6. Corporate Capability/Service Location

Given the parameters of this Contract and the need for close proximity and coordination with the Agency's personnel, the Vendor shall maintain a facility with a conference room within five (5) miles of the Agency's headquarters location, unless otherwise approved by the Agency. The Agency's headquarters location is: 2727 Mahan Drive, Tallahassee, Florida 32308. The Vendor shall provide the facility at no additional cost to the Agency. Key Vendor staff shall work full-time at the Vendor's facility, unless otherwise approved by the Agency.

The Vendor may allow operational and systems development staff to work from an alternative site within the continental United States, with prior approval from the Agency.

I. Contract Requirements

1. Order of Precedence

The Vendor shall perform its contracted duties in accordance with this Contract, AHCA ITN 001-19/20, including all addenda and the Vendor's Response to AHCA ITN 001-19/20. In the event of conflict among Contract documents, any identified inconsistency in this Contract shall be resolved by giving precedence in the following order:

- a. This Contract, including all attachments, exhibits and any subsequent amendments;
- b. AHCA ITN 001-19/20, including all addenda; and
- c. The Vendor's Response to AHCA ITN 001-19/20, including information provided through negotiations.

2. Standard Contract Requirements

a. Prohibition of Marketing

The Vendor shall not market Vendor business interests to providers and/or recipients.

ATTACHMENT B

SCOPE OF SERVICES (October 7, 2019)

b. Funding Source

This Contract is funded with State and Federal (Title XIX and Title XXI) funds. The amounts and percentages are derived from the State's cost allocation plan, subject to CMS approval.

c. Most Favored Customer

The Vendor agrees that if during the term thereof, the Vendor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent service at lower prices, or additional services at comparable prices, this Contract will, at State option, be amended to accord equivalent advantage to the State.

d. Expert Witness

The Vendor shall provide expert witness services, at the level of manager or above, as needed during the term of this Contract for consultation, testifying, depositions, or other needs as requested by the Agency for investigations, trials, or other related matters as deemed necessary by the State. The Vendor's designation of expert witnesses is subject to prior approval by the State. The State will not provide any additional reimbursement to the Vendor for provision of such services. Travel expenses for such witnesses shall be reimbursed to the extent provided by **Section 112.061, Florida Statutes**.

e. Performance Standards, Liquidated Damages and Financial Consequences

1) Performance Standards

The Agency has listed performance measure service levels for this Scope of Services contract as outlined in **Table: 9 - Performance Standards** below, and documented in **Attachment B, Exhibit B-1: Deliverables and Performance Standards**. The Vendor shall meet the performance measures listed in **Table: 9 - Performance Standards Requirements**. The Vendor is responsible for any and all Subcontractors Performance Standards, Financial Consequences, and Liquidated Damages as a result of any service level agreements from this Contract.

2) Liquidated Damages

The Agency may impose liquidated damages when the Vendor has failed to meet the performance standard deliverable requirements as described in **Attachment A, Instructions and Special Conditions**, and in **Attachment B, Exhibit B-1: Deliverables and Performance Standards**.

In the event the Agency identifies a violation of this Contract, or other non-compliance with this Contract, the Agency shall notify the Vendor of the occurrence in writing. The Agency shall provide the Vendor with a timeframe for corrections to be made. The Agency may impose liquidated damages even if corrections are made within the requested timeframe.

3) Financial Consequences

The Agency may impose Financial Consequences as per **Section 215.971 and 287.058, Florida Statutes** when the Vendor has

ATTACHMENT B

SCOPE OF SERVICES (October 7, 2019)

failed to meet the performance standard measures as described in **Attachment B, Exhibit B-1: Deliverables and Performance Standards**. The Agency will monitor the Vendor's performance using a Performance Reporting System to oversee the quality of the Vendor's performance, document performance levels in critical areas of the system, facilitate the management of this Contract, and enhance the investment made by the Agency and Federal government in the administration of the FX. The Agency will identify areas of Vendor performance where quality is critical to the mission of the FX Vision.

During the **PD-17: Implementation Readiness Review**, the Agency will reach agreement with the Vendor concerning the levels of quality which are desirable, acceptable, and substandard for each Performance Standard measure. The Agency and Vendor shall develop means to measure those quality levels on a monthly basis, using the Performance Reporting System. Optionally, if requested by the Agency, the EDW Vendor shall work in partnership with each Module Vendor to support enterprise performance standards and metrics.

The Vendor shall provide an automated method or system/operations tools used to provide the monthly reports (Performance Reporting System). This will support quality measurements and performance monitoring dashboards for metrics in **Section B.3.1.2**, agreed upon by the Agency and the Vendor **at no additional cost to the Agency**. The automated reports shall be flexible and adaptable to changes in the quality measurements as agreed upon by the Agency and Vendor during the operations.

Throughout the course of this Contract, the Vendor shall measure performance using the Performance Reporting System. Agency contract management staff will actively participate with the Vendor in the performance reporting process and will approve the results recorded. Quality measurements will be reviewed by the Agency and the Vendor on a quarterly basis to assess any measurements which shall be changed, added or deleted for future reporting periods. At the end of each reporting period, the Performance Reporting System results shall be posted on the public Web portal.

Each performance measure shall have its own scoring mechanism established through negotiation with the Vendor and the Agency and shall consist of scoring elements totaling one hundred (100) points. For each of the performance measures, the number of points scored shall determine a quality score, as follows:

- 76 - 100 points = Meets or Exceeds Contract Requirement;
- 51 - 75 points = Minor deficiencies;
- 1 - 50 points = Significant deficiencies; or
- 0 points = Does Not Meet Contract Requirement.

**ATTACHMENT B
SCOPE OF SERVICES (October 7, 2019)**

The Financial Consequences for performance measure areas are:

- 76 - 100 points = No Financial Consequence;
- 51 - 75 points = **\$1,000.00** Financial Consequences;
- 1 - 50 points = **\$5,000.00** Financial Consequences; or
- 0 points = **\$10,000.00** Financial Consequences.

- 4) Performance Standards Monitoring and Compliance
- a) The EDW Vendor shall comply with all requirements and performance standards set forth in this Contract.
- b) The Agency's Contract Manager will monitor the Vendor's performance in accordance with the monitoring requirements of this Contract. Failure by the Vendor to meet the established minimum performance standards may result in the Agency, in its sole discretion, finding the Vendor to be out of compliance, and all remedies provided in this Contract and under law, shall become available to the Agency.
- c) The Agency reserves the right to impose liquidated damages upon the Vendor for failure to comply with the performance standard requirements set forth in **Table: 45 Performance Standards and Liquidated Damages**, below.

Table: 45 - Performance Standards and Liquidated Damages	
Performance Standard Requirement	Liquidated Damages to be Imposed
Performance Bond	
A performance bond in the amount of ten percent (10%) of the total annual amount of this Contract shall be furnished to the Agency by the Vendor within thirty (30) calendar days after execution of this Contract and prior to commencement of any work under this Contract.	\$500.00 per calendar day for each calendar day after the due date until an acceptable performance bond is furnished to the Agency.
A performance bond shall be furnished on an annual basis, thirty (30) calendar days prior to the new Contract year and be in the amount of ten percent (10%) of the current annual Contract amount.	\$500.00 per calendar day for each calendar day after the due date until an acceptable performance bond is furnished to the Agency.
HIPAA	
The Vendor shall comply with provisions of HIPAA/HITECH.	\$500.00 to \$5,000.00 , per incident, per occurrence, depending upon the severity. In addition, Federal penalties may apply in accordance with the HIPAA Act of 1996.
The Vendor shall not inappropriately release PHI.	\$500.00 to \$5,000.00 , per incident, per occurrence, depending upon the severity.

ATTACHMENT B
SCOPE OF SERVICES (October 7, 2019)

Table: 45 - Performance Standards and Liquidated Damages	
Performance Standard Requirement	Liquidated Damages to be Imposed
Records	
The Vendor shall comply with public records laws, in accordance with Section 119.0701, F.S.	\$5,000.00 for each incident in which the Vendor does not comply with a public records request.
Background Screening	
Failure to complete initial and renewal background screenings within required timeframes.	\$250.00 per occurrence.
Failure to submit policies and procedures within thirty (30) calendar days of Contract execution.	\$250.00 per calendar day beyond the due date.
Security Rating Score	
Failure to annually maintain a top tier security rating score from the Agency's selected information security rating service.	\$5,000.00 per occurrence and \$250.00 per day, if the Vendor does not improve to a top tier security rating score within three (3) months after its initial failure notification by the Agency, to annually obtain a top tier security rating score.
SOC 2 Type II Audit	
Failure to annually submit the SOC 2 Type II audit report within ninety (90) days of Vendor receipt of each Contract year.	\$1,000.00 per calendar day for each calendar day beyond the due date.

f. Sanctions

- 1) In the event the Agency identifies a violation of or other non-compliance with this Contract (to include the failure to meet performance standards), the Agency may sanction the Vendor pursuant to Section 409.912(4), F.S. The Agency may impose sanctions in addition to any financial consequences or liquidated damages imposed pursuant to this 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 Vendor must pay the monetary sanctions to the Agency within thirty (30) calendar days from receipt of the notice of sanction, regardless of any dispute in the monetary amount or interpretation of policy which led to the notice. If the Vendor fails to pay, the Agency, at its discretion, reserves the right to recover the money by any legal means, including but not limited to the withholding of any payments due to the Vendor. If the Deputy Secretary determines

ATTACHMENT B
SCOPE OF SERVICES (October 7, 2019)

that the Agency should reduce or eliminate the amount imposed, the Agency will return the appropriate amount to the Vendor within sixty (60) calendar days from the date of a final decision rendered.

g. Disputes

- 1) To dispute financial consequences, 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 a major 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 financial consequences, liquidated damages, sanctions, and/or contract interpretations and shall include all arguments, materials, data, and information necessary to resolve the dispute (including all evidence, documentation and exhibits). The Vendor submitting such written requests for appeal or dispute as allowed under this Contract by U.S. mail and/or major commercial courier service, shall submit such appeal or dispute to the following mailing address:

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

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

- 3) The Vendor waives any dispute not raised within twenty-one (21) calendar days of issuance of financial consequences, liquidated damages, sanctions and/or contract interpretations. It also waives any arguments it fails to raise in writing within twenty-one (21) calendar days of receiving the financial consequences, liquidated damages, sanctions and/or contract interpretations, and waives the right to use any materials, data, and/or information not contained in or accompanying the Vendor's submission submitted within the twenty-one (21) calendar days following its receipt of the financial consequences, 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 Vendor. This written decision will be final. The exclusive venue of any legal or equitable action that arises out of or relating to this Contract, including an appeal of the final decision of the Deputy Secretary or his/her designee, will be Circuit Court in Leon County, Florida. In any such action, the Vendor agrees to waive its right to a jury trial, and that the Circuit