

July 6, 2021

Prospective Vendor(s):

Subject: Solicitation Number: ITN 001-21/22

Title: Unified Operations Center (UOC) Solution

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 UOC services. The solicitation package consists of this transmittal letter and the following attachments and exhibits:

| Attachment Exhibit | A A-1 | Instructions and Special Conditions Questions Template |
|-----------------------|----------|---|
| | | • |
| Exhibit | A-2 | Transmittal Letter |
| Exhibit | A-3 | Required Certifications and Statements |
| Exhibit | A-4 | Submission Requirements and Evaluation Criteria Components (Technical Response) |
| Exhibit | A-5 | Cost Proposal |
| Exhibit | A-5-a | Detailed Budget |
| Exhibit | A-6 | Summary of Respondent Commitments |
| Exhibit | A-7 | Certification of Drug-Free Workplace Program |
| Exhibit | A-8 | Standard Contract |
| Attachment | В | Scope of Services |
| Exhibit | B-1 | Deliverables and Performance Standards |
| Exhibit | B-2 | Service Level Agreement |

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



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

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

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

Sincerely, *Ashley Balkcom*Procurement Officer, Purchasing Manager
Bureau of Support Services

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A.1. Instructions

Α. Overview

1. **Solicitation Number**

AHCA ITN 001-21/22

2. **Solicitation Type**

Invitation to Negotiate

3. **Solicitation Title**

Unified Operations Center (UOC) Solution

4. **Date of Issuance**

July 6, 2021

5. **Procurement Officer**

Ashley Balkcom Agency for Health Care Administration 2727 Mahan Drive Mail Stop #15 Tallahassee, FL 32308-5403

Email: solicitation.questions@ahca.myflorida.com

6. **Solicitation Timeline**

The projected solicitation timeline is shown in **Table 1**, Solicitation Timeline, below (all times are Eastern Time). The Agency for Health Care Administration (Agency) reserves the right to amend the timeline in the State's best interest. If the Agency finds it necessary to change any of the activities/dates/times listed, all interested parties will be notified by addenda to the original solicitation document posted on the Vendor Bid System (VBS) (http://myflorida.com/apps/vbs/vbs_www.main_menu).

| TABLE 1 SOLICITATION TIMELINE | | | | | | | | | | |
|--|----------------------------|---|--|--|--|--|--|--|--|--|
| ACTIVITY | DATE/TIME | LOCATION | | | | | | | | |
| Solicitation Issued by Agency | July 6, 2021 | Electronically Posted http://myflorida.com/apps/vbs/vbs www.main menu | | | | | | | | |
| Deadline for Receipt of Written Questions | July 20, 2021 2:00 p.m. | solicitation.questions@ahca.myflorida.com | | | | | | | | |

| TABLE 1 | | | | | | | | | | |
|--|----------------------|--|--|--|--|--|--|--|--|--|
| | SOLICITATION | ITIMELINE | | | | | | | | |
| ACTIVITY | DATE/TIME | LOCATION | | | | | | | | |
| Anticipated Date for Agency | August 10, 2021 | Electronically Posted | | | | | | | | |
| Responses to Written Questions | | http://myflorida.com/apps/vbs/vbs_www.main_menu | | | | | | | | |
| Deadline for Receipt of | August 24, 2021 | Attn: Ashley Balkcom | | | | | | | | |
| Responses | 2:00 p.m. | Agency for Health Care Administration | | | | | | | | |
| | | 2747 Fort Knox Boulevard | | | | | | | | |
| | | Mailroom, Building 4 | | | | | | | | |
| | | Tallahassee, FL 32308-5403 | | | | | | | | |
| Public Opening of | August 24, 2021 | 2727 Mahan Drive, Building 2 | | | | | | | | |
| Responses | 3:00 p.m. | Operations Conference Room, 2nd Floor, Room 200 | | | | | | | | |
| | | Tallahassee, FL 32308-5403 | | | | | | | | |
| | | The Public Opening of Responses will be available via GoToWebinar. Please follow the below instructions to attend. | | | | | | | | |
| | | Please register for Public Opening of Responses: | | | | | | | | |
| | | <insert gotowebinar="" link="" posting.="" prior="" to=""></insert> | | | | | | | | |
| | | After registering, you will receive a confirmation | | | | | | | | |
| | | email containing information about joining the webinar. | | | | | | | | |
| Anticipated Dates for | September 13, 2021 – | 2727 Mahan Drive | | | | | | | | |
| Evaluations | October 1, 2021 | Tallahassee, FL 32308-5403 | | | | | | | | |
| Anticipated Dates for | October 18, 2021 – | 2727 Mahan Drive | | | | | | | | |
| Negotiations | November 12, 2021 | Tallahassee, FL 32308-5403 | | | | | | | | |
| Anticipated Posting of | December 6, 2021 | Electronically Posted | | | | | | | | |
| Notice of Intent to Award | , | http://myflorida.com/apps/vbs/vbs_www.main_menu | | | | | | | | |
| Anticipated Date of Contract Execution | March 1, 2022 | | | | | | | | | |

7. PUR 1000, General Contract Conditions

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

https://www.dms.myflorida.com/content/download/2933/11777/PUR 1000 General Contract Conditions.pdf

8. PUR 1001, General Instructions to Respondents

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

https://www.dms.myflorida.com/content/download/2934/11780/PUR 1001 General Instructions to Respondents.pdf

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

9. Restriction on Communications

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

10. Respondent Questions

- a. The Agency will receive all questions pertaining to this solicitation no later than the date and time specified for written questions in Section A.1., Instructions, Sub-Section A., Overview, Item 6., Solicitation Timeline, Table 1, Solicitation Timeline.
- b. Prospective respondents must submit all questions by email at solicitation.questions@ahca.myflorida.com, utilizing Exhibit A-1, Questions Template. Exhibit A-1, Questions Template, is a Microsoft excel document and is available for prospective respondents to download at:

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

- **c.** The Agency will not accept questions by telephone, postal mail, hand delivery or fax.
- d. The Agency's response to questions received will be posted as an addendum to this solicitation as specified in Section A.1., Instructions, Sub-Section A., Overview, Item 6., Solicitation Timeline, Table 1, Solicitation Timeline, and may be grouped as to not repeat the same answer multiple times.
- e. The Agency reserves the right to post an addendum to this solicitation in order to address questions received after the written question submission deadline. It is the sole discretion of the Agency to consider questions received after the written questions submission deadline.

11. Solicitation Addenda

If the Agency finds it necessary to supplement, modify, or interpret any portion of this solicitation during this solicitation period, a written addendum will be posted on the 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 respondent'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, **Table 1**, Solicitation Timeline. Respondents may, but are not required to, attend. The Agency will only announce the respondent(s) name at the public opening. Pursuant to Section 119.071(1)(b), F.S., no other materials will be released. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) business days prior to this solicitation opening. If you are hearing or speech impaired, please contact the Agency by using the Florida Relay Service at (800) 955-8771 (TDD).

13. Type and Amount of Contract Contemplated

- a. The Contract resulting from this solicitation will be a fixed price contract, and the Agency's anticipated Contract amount for the original term is \$142,000,000. This figure is provided for informational purposes only and is based on historical spend and anticipated funding in future years.
- b. The Agency anticipates that the payment structure under the resulting Contract will include fixed price deliverables for design, development and implementation (DDI), and monthly fixed pricing for ongoing operations and maintenance (O&M) services post-DDI.
- **c.** 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 March 1, 2022, through February 28, 2029. The term of the resulting Contract is subject to change based on the actual execution date of the resulting Contract.
- **b.** In accordance with Section 287.057(13), F.S., the Contract resulting from this solicitation may be renewed for a period that may

not exceed three (3) years or the term of the resulting original Contract period whichever is longer. Renewal of the resulting Contract shall be in writing and subject to the same terms and conditions set forth in the resulting original Contract. A renewal Contract may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the Agency, are subject to the availability of funds, and optional to the Agency.

- c. Respondents shall offer renewal year pricing in its response. The Agency will not evaluate renewal year pricing as part of the evaluation and scoring process. Renewal year pricing may be a best value consideration for Contract award. Proposed cost, as provided in **Exhibit A-5**, Cost Proposal, 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 respondent by at least five percent (5%) during the period of the Contract renewal, unless it would affect the level and quality of services.

B. Response Preparation and Content

1. General Instructions

- a. The instructions for this solicitation have been designed to help ensure that all responses are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. Information submitted in variance with these instructions may not be reviewed or evaluated.
- b. The Agency has established certain requirements with respect to responses submitted to competitive solicitations. The use of "shall", "must", or "will" (except to indicate futurity) in this solicitation, indicates a requirement or condition from which a material deviation may not be waived by the Agency. A deviation is material if, in the Agency's sole discretion, the deficient response is not in substantial accord with this solicitation's requirements, provides a significant advantage to one respondent over another, or has a potentially significant effect on the quality of the response or on the cost to the Agency. Material deviations cannot be waived. The words "should" or "may" in this solicitation indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such desirable features will not in and of itself cause rejection of a response.
- **c.** Respondents shall not retype and/or modify required forms and must submit required forms in the original format. Required forms are available for respondents to download at:

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

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

- d. A respondent shall not, directly or indirectly, collude, consult, communicate or agree with any other respondent as to any matter related to the response each is submitting. Additionally, a respondent shall not induce any other respondent to submit or not to submit a response.
- **e.** The costs related to the development and submission of a response to this solicitation is the full responsibility of the respondent and is not chargeable to the Agency.
- f. Joint ventures and legal partnerships shall be viewed as one (1) respondent. However, all parties to the joint venture/legal partnership shall submit all mandatory attachments and documentation required by this solicitation from respondents, unless otherwise stated. Failure to submit all required documentation from all parties included in a joint venture/legal partnership, signed by an authorized official, if applicable, may result in the rejection of a prospective vendor's response.
- g. Pursuant to Section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a Bid, Proposal, or Reply on a contract to provide any goods or services to a public entity; may not submit a Bid, Proposal, or Reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, Proposals, or Replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. for category two for a period of thirty-six (36) months following the date of being placed on the convicted Vendor list.

2. Mandatory Response Content

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

a. Exhibit A-2, Transmittal Letter

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

b. Exhibit A-3, Required Certifications and Statements

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

c. Original Proposal Guarantee

- The respondent's Original Response must be accompanied by an Original Proposal Guarantee payable to the State of Florida in the amount of \$14,200,000. The proposal guarantee is a firm commitment the respondent shall, upon the Agency's acceptance of its response, execute such contractual documents as may be required within the time specified.
- 2) The respondent must be the guarantor. If responding as a joint venture/legal partnership, at least one party of the joint venture/legal partnership shall be the guarantor.
- The proposal guarantee shall be in the form of a bond, cashier's check, treasurer's check, bank draft or certified check. The Agency will not accept a letter of credit in lieu of the Proposal Guarantee.
- 4) The Agency will not accept a copy of the Proposal Guarantee.
- Proposal Guarantees will be returned upon execution of the legal Contract with the successful respondent and receipt of the performance bond required under this solicitation (See Section A.1., Instructions, Sub-Section D., Response Evaluation, Negotiations and Contract Award, Item 9., Performance Bond).
- 6) Proposal Guarantees may be returned to respondents not considered responsive and responsible prior to execution of the legal Contract if the respondent is not participating in an administrative challenge regarding this solicitation.
- 7) Proposal Guarantees will be returned to the Official Contact Person at the address listed in **Exhibit A-2**, Transmittal Letter.

- 8) If the successful respondent fails to execute a contract within ten (10) consecutive calendar days after a contract has been presented to the successful respondent for signature, the proposal guarantee shall be forfeited to the State.
- 9) The proposal guarantee must not contain any provisions that shorten the time from bringing an action to a time less than that provided by the applicable Florida Statute of Limitations (see Section 95.03, F.S.).

d. Financial Information

In order to demonstrate financial stability, the respondent shall submit its two (2) most recent audited financial statements or its most recent Dun & Bradstreet (D&B) Report.

1) Audited Financial Statements

If the respondent is a subsidiary of a parent organization, the respondent may submit the two (2) 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 representing the relationship between the respondent and the parent entity. Respondents submitting audited financial statements shall submit the following:

- a) A copy of the respondent's two (2) most recent audited financial statements (or parent organization's audited financial statements with organizational chart). If the most recent audit contains columns for the current and previous year on the balance sheet, income statement, and statement of cash flows, then only the most recent year's audit is required.
- b) Audited financial statements must be current. The period covered by the most recent audit cannot be more than one (1) fiscal year and one hundred twenty (120) calendar days old from the 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) Dun & Bradstreet (D&B) Report

Respondents shall submit a complete D&B report which at a minimum shall include the Business and Executive Summaries, Credit Class Score, Financial Stress Score, and Paydex Score portions of the report. The D&B report cannot be more than twelve (12) months old at the time of response to this solicitation.

e. Exhibit A-4, Submission Requirements and Evaluation Criteria (Technical Response)

- 1) Respondents shall complete and submit **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response), and applicable attachments/exhibits as part of its response.
- 2) Respondents shall comply with the instructions for completing Exhibit A-4, Submission Requirements and Evaluation Criteria Components (Technical Response), which are contained therein.

f. Exhibit A-5, Cost Proposal

The respondent shall complete and submit **Exhibit A-5**, Cost Proposal, as part of its response in accordance with the instructions contained therein.

g. Exhibit A-5-a, Detailed Budget

The respondent shall complete and submit **Exhibit A-5-a**, Detailed Budget, as part of its response in accordance with the instructions contained therein.

h. Exhibit A-6, Summary of Respondent Commitments

The respondent shall complete and submit **Exhibit A-6**, Summary of Respondent Commitments, as part of its response in accordance with the instructions contained therein.

3. Additional Response Content

a. Exhibit A-7, Certification of Drug-Free Workplace Program

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

A-7, Certification of Drug-Free Workplace Program, to certify that the respondent has a drug-free workplace program.

C. Response Submission Requirements

1. Hardcopy and Electronic Submission Requirements

a. General Provision

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

b. Hardcopies of the Response

1) Original Response

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

2) Duplicate Copy of the Original Response

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

3) Packaging and Delivery

- a) A hard copy response shall be bound and submitted in one (1), three-inch, three-ring binder or secured in a similar fashion to contain pages that turn easily for review.
- b) Each component of the hard copy response shall be clearly labeled and tabbed in the order specified below:
 - (1) **Exhibit A-2**, Transmittal Letter;
 - (2) Exhibit A-3, Required Certifications and Statements:
 - (3) Original Proposal Guarantee **Note:** The Original Proposal Guarantee must be provided in the Original Response;
 - (4) Financial Information;
 - (5) Exhibit A-4, Submission Requirements and Evaluation Criteria Components (Technical Response);

- (6) Exhibit A-5, Cost Proposal;
- (7) Exhibit A-5-a, Detailed Budget;
- (8) **Exhibit A-6**, Summary of Respondent Commitments:
- **(9) Exhibit A-7,** Certification of Drug-Free Workplace Program (if applicable); and
- **c)** Hard copy responses shall be double sided.
- d) Hard copy responses must be submitted in a sealed package (i.e., outer boxes must be sealed, individual binders within the box do not require individual sealing), to the Procurement Officer identified in Section A.1., Instructions, Sub-Section A., Overview, Item 5., Procurement Officer, no later than the time indicated in Section A.1., Instructions, Sub-Section A., Overview, Item 6., Solicitation Timeline, Table 1, Solicitation Timeline.
- e) Hard copy responses shall be submitted via United States (U.S.) mail, courier, or hand delivery. Responses sent by fax or email will not be accepted.
- f) The Agency will not consider responses received after the date and time specified in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline, and any such responses will be returned to the respondent unopened.

c. Electronic Copy of the Response

- 1) The respondent shall submit one (1) electronic copy of the entire response on a USB flash drive.
- 2) The electronic copy of the response, including all attachments, shall be submitted as Portable Document Format (PDF) documents. The PDF documents must be searchable, allow printing and must not be password protected (unlocked).
- The electronic copy of the PDF documents shall be saved on the USB flash drive, with each component listed below saved separately in individual file folders:
 - (a) Exhibit A-2, Transmittal Letter:
 - **(b) Exhibit A-3,** Required Certifications and Statements;
 - (c) Financial Information;

- (d) Exhibit A-4, Submission Requirements and Evaluation Criteria Components (Technical Response) and applicable attachments/exhibits;
- (e) Exhibit A-5, Cost Proposal;
- **(f) Exhibit A-5-a**, Detailed Budget;
- (g) Exhibit A-6, Summary of Respondent Commitments: and
- **(h) Exhibit A-7,** Certification of Drug-Free Workplace Program (if applicable).
- 4) In addition to the PDF submission, the following exhibits shall also be submitted in Microsoft Excel 2016 or later, utilizing the Agency provided templates and shall be saved on the USB flash drive:
 - (a) Exhibit A-5, Cost Proposal;
 - (b) Exhibit A-5-a, Detailed Budget; and
 - (c) Exhibit A-6, Summary of Respondent Commitments.

5) Electronic Redacted Copies

- (a) The respondent shall submit an electronic redacted copy of the response suitable for release to the public in one (1) PDF document on the USB flash drive. The electronic copy shall be saved in a separate file folder on the USB flash drive from the rest of the response. The file folder shall be identified as "Redacted Version Suitable for Public Release".
- (b) The PDF document must be searchable, allow printing, and must not be password protected (unlocked).
- (c) Any confidential or trade secret information covered under Section 812.081, F.S., should be redacted as described below. The redacted response shall be marked as the "redacted" copy.

2. Confidential or Exempt Information

a. All submittals received by the date and time specified in Section A.1., Instructions, Sub-Section A., Overview, Item 6., Solicitation Timeline, Table 1, Solicitation Timeline, become the property of the State of Florida and are public records subject to the provisions of Chapter 119, F.S. The State of Florida shall have the right to use all ideas, or adaptations of the ideas, contained in any response received in relation to this solicitation. Selection or rejection of the response shall not affect this right.

- **b.** A respondent that asserts that any portion of the response is confidential or exempt from disclosure under Chapter 119, F.S., shall clearly mark each page of such portion as follows:
 - Pages containing trade secret shall be marked "Trade secret as defined in Section 812.081, Florida Statutes". Respondents who fail to identify trade secret as directed herein acknowledge and agree that they waive any right or cause of action, civil or criminal, against the Agency, its employees, and its representatives, for the release or disclosure of trade secret information not so identified. Respondents shall not mark their entire response as trade secret. The Agency may reject a response that is so marked.
 - Pages that do not contain trade secret but are otherwise exempt or confidential shall be marked "exempt" or "confidential," followed by the statutory basis for such claim. For example: "The information on this page is exempt from disclosure pursuant to Section 119.071(3)(b), Florida Statutes."
 - shall constitute a waiver of any claimed exemption and the Agency will provide any unmarked records in response to public records requests for those records without notifying the respondent. Designating material simply as "proprietary" will not necessarily protect it from disclosure under Chapter 119, F.S.
- c. All information included in the response (including, without limitation, technical and cost information) and any resulting Contract that incorporates the successful response (fully, in part, or by reference) shall be a matter of public record regardless of copyright status. Submission of a response to this solicitation that contains material for which the respondent holds a copyright shall constitute permission for the Agency to reproduce and disclose such material for the Agency's internal use, and to make such material available for inspection pursuant to a public records request.
- **d.** If a public records request is submitted to the Agency for responses submitted to this solicitation, the respondent agrees that the Agency may release the redacted response without conducting any prerelease review of the redacted response.
- e. Unless otherwise prohibited by law, the Agency will notify the respondent if a requestor contests the respondent's determination that information is confidential or exempt and asserts a right to the

information under Chapter 119, F.S. or other law. The respondent bears sole responsibility for supporting and defending its determination. If an action is brought against the Agency in any iudicial forum contestina appropriate the respondent's determination of confidentiality or the redactions made by the respondent to its response, the respondent agrees that the Agency has no duty to defend against such claims and may elect not to do so, and may elect to release an un-redacted version of the response. By submitting a response, the respondent agrees to protect, defend, hold harmless and indemnify the Agency for any and all claims arising from or relating to the respondent's determinations of confidentiality or redaction, including the payment of any attorneys' fees or costs assessed against the Agency.

D. Response Evaluation, Negotiations and Contract Award

1. Response Clarification

The Agency reserves the right to seek written clarification from a respondent of any information contained in the response or to request missing items from a response. However, it is a respondent's obligation to submit an adequately written reply for the Agency to evaluate. The Agency shall have no duty to conduct discussions or attempt to clarify ambiguities in the respondent's reply if the respondent is not in the competitive range of respondents selected for negotiations.

2. Responsive Reply Determination

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

3. Non-Scored Requirements

a. Transmittal (Cover) Letter

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

b. Required Certifications and Statements

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

c. Original Proposal Guarantee

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

d. Summary of Respondent Commitments

The Agency will review responses to this solicitation to determine if the respondent included in its response, **Exhibit A-6**, Summary of Respondent Commitments.

4. Financial Evaluation - Pass/Fail

a. Financial Statements

The respondent will be deemed to have met the mandatory requirement of financial stability if it meets all three (3) of the minimum financial ratio thresholds listed below in the most recent year or if it meets two (2) of the three (3) minimum financial ratio thresholds for the two (2) most recent years.

- 1) A positive current ratio of at least one (1.0). The current ratio is determined by dividing current liabilities into current assets.
 - a) Current assets are those held for conversion within a year or less, such as cash, temporary investments, receivables, inventory, and prepaid expenses. Board designated assets of cash or near cash instruments, where the board of directors has the option to change the authorized use of the assets and the assets are otherwise unencumbered as disclosed by the auditor, can be considered current assets for this calculation.
 - b) Current liabilities are short-term debts and unearned revenues to be paid out of current assets within a year or less.
- 2) A positive tangible net worth as determined by the balance sheet. This shall be determined as equity (total assets less

total liabilities) net of intangible assets. An intangible asset is a capital asset having no physical existence, its value being dependent on the rights that possession confers upon the owner. Examples include goodwill and trademarks.

A positive operating cash flow. This shall be determined by whether or not the cash flow from operations reported on the statement of cash flows is positive.

b. Dun & Bradstreet (D&B) Report

Agency staff will evaluate the respondent on its Paydex, Financial Stress, and Credit Scores from the D&B report. Scores will be based on **Table 2**, Responsibility Stability Score, below, for each category. A score of 5 in any of the three (3) categories will result in a determination that financial stability is not met. In order to be deemed financially stable, the respondent's average score of the three (3) categories must be 3.0 or lower.

| | TABLE 2 | | | | | | | | | | |
|----------------------------|---------------------------|---|---|--|--|--|--|--|--|--|--|
| RESPONDENT STABILITY SCORE | | | | | | | | | | | |
| Paydex Score | Financial Stress Score | Delinquency Predictor/Commercial Credit Score | Respondent Stability Score | | | | | | | | |
| 90 or higher | 1570-1875 | 580-670 | = 1 | | | | | | | | |
| 80-89 | 1510-1569 | 530-579 | = 2 | | | | | | | | |
| 70-79 | 1450-1509 | 481-529 | = 3 | | | | | | | | |
| 50-69 | 1340-1449 | 453-480 | = 4 | | | | | | | | |
| 49 or lower | 1339 or lower | 452 or lower | = 5 (Automatically Fails Financial Stability Review) | | | | | | | | |

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5. Scored Requirements – Evaluation Criteria

a. Technical Response Evaluation

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

b. Cost Proposal Evaluation

The Agency will not evaluate each Cost Proposal (**Exhibit A-5**, Cost Proposal) during the evaluation and scoring process. Pricing will be discussed with respondents invited to negotiations and will be a best value consideration for Contract award.

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| | SUMMARY SCO | RE SHEET | | | | | | | | | | | |
|---|------------------------------------|-------------------------------------|---|------------------|---|--------------------------------|--|--|--|--|--|--|--|
| | | SUMMARY SCORE SHEET | | | | | | | | | | | |
| | | Maximum Raw Score Possible | | Weight Factor | | Maximu m Points Possible | | | | | | | |
| A. Technical Response |) | | | | | | | | | | | | |
| SRC# 1 Table of Con | tents | | | | | | | | | | | | |
| SRC# 2 Executive Su | ımmary | | | | | | | | | | | | |
| SRC# 3 Organization | al Structure and History | | | | | | | | | | | | |
| SRC# 4 Respondent | Qualifications | 30 | Χ | 1.50 | = | 45.00 | | | | | | | |
| SRC# 5 Customer Ex | perience Strategy and | | | | | | | | | | | | |
| Methodology | | | | | | | | | | | | | |
| SRC# 6 Sanctions | | 10 | Х | 1.00 | = | 10.00 | | | | | | | |
| SRC# 7 Security Rati | ng Score | 5 | Χ | 4.00 | = | 20.00 | | | | | | | |
| SRC# 8 Project Mana Delivery Approach | • | 25 | X | 1.45 | = | 36.25 | | | | | | | |
| SRC #9 Disaster Red Continuity | overy and Business | 30 | Х | 1.00 | = | 30.00 | | | | | | | |
| SRC #10 Technical S Platform Requiremen | olution Components – ts | 55 | Х | 4.75 | = | 261.25 | | | | | | | |
| SRC #11 Business S Customer Service | olution Components – | 20 | Х | 4.25 | = | 85.00 | | | | | | | |
| SRC #12 Business S Provider Business Se | olution Components – rvices | 35 | Х | 2.50 | = | 87.50 | | | | | | | |
| SRC #13 Business S Recipient Business S | olution Components – ervices | 50 | Х | 1.75 | = | 87.50 | | | | | | | |
| SRC #14 Business S Enterprise Operations | olution Components – s Services | 35 | Х | 2.50 | = | 87.50 | | | | | | | |
| SRC #15 Performand Reporting | e Standards and | 20 | Х | 2.00 | = | 40.00 | | | | | | | |
| SRC #16 Security | | 20 | Χ | 1.50 | | 30.00 | | | | | | | |
| SRC #17 Deliverable | Approach | | | | | | | | | | | | |
| SRC #18 Optional Ad | • • | | | | | | | | | | | | |
| SRC #19 Vendor Sta | ffina | | | | | | | | | | | | |
| SRC #20 Facilities ar | • | 15 | | 1.00 | | 15.00 | | | | | | | |
| SRC #20 Turnover Pl | | 10 | | 1.00 | | 10.00 | | | | | | | |
| SRC #22 Operations | | 35 | | 2.50 | | 87.50 | | | | | | | |
| SRC #23 Implementa | | 20 | | 2.00 | | 40.00 | | | | | | | |
| SRC #24 General UC | | 15 | | 2.50 | | 37.50 | | | | | | | |
| ONO #24 Ochoral OC | Total | 420 | | 2.00 | | 1,000.00 | | | | | | | |

6. Ranking of Responses

- a. A total score will be calculated for each response based on the total maximum points available as included in **Table 3**, Summary Score Sheet, above.
- **b.** The total point scores will be used to rank the responses.

7. Negotiation Process

- a. 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 utilize the evaluation scores in determining best value.
- b. The Agency will negotiate with the three (3) highest ranked respondents (competitive range). However, the Agency may choose not to negotiate with a respondent whose score is lower than seventy-five percent (75%) of the highest score earned by any respondent to this solicitation.
- **c.** The Agency may review any and all data available to the Agency including but not limited to Agency held data and respondents' performance-based information for use in negotiations.
- d. 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.
- e. Negotiation sessions will include discussions of the scope of services to be provided by the respondent until acceptable terms and conditions are agreed upon, or it is determined that an acceptable agreement cannot be reached. The Agency will negotiate the terms and conditions determined to be the best value to the State according to Section 287.012(4) F.S., including, but not limited to price/cost, quality, design, and service delivery. Any terms to be negotiated must be addressed during negotiation sessions, prior to award.
- f. At least one authorized official who has the authority to bind the respondent to a contract must be present at each negotiation session. The authorized official(s) must be the Official Contact Person or Alternate Contact Person named in Exhibit A-2, Transmittal Letter.

- **g.** The Agency reserves the right at any time during the negotiation process to:
 - 1) Negotiate concurrently or sequentially with competing respondents.
 - 2) Schedule additional negotiation sessions with any or all responsive respondents.
 - 3) Require any or all responsive respondents to provide additional, revised, or final written replies addressing specific topics, including modifications to the solicitation specifications, terms or conditions, or business references.
 - 4) Require any or all responsive respondents to provide a written best and final offer or offers.
 - 5) Require any or all responsive respondents to address services, prices, or conditions offered by any other respondents.
 - **6)** Decline to conduct further negotiations with any respondent.
 - 7) Re-open negotiations with any responsive respondent.
 - 8) Take any additional, administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation or negotiations where necessary and consistent with the terms of this solicitation.
 - **9)** Review and rely on relevant information contained in the responses.
 - 10) Request pricing options or models different from the initial Cost Proposal submission. This information may be used in negotiations to determine the best pricing solution to be used in the Contract.
- h. The Agency has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the responsive respondent or respondents affected and whether to provide concurrent public notice of such decision.
- i. In the event the Agency cannot reach agreement with a respondent who has been invited to negotiation and/or a respondent withdraws its response during the negotiation phase, the Agency reserves the right to invite the next top ranking respondent to negotiations to ensure that the Agency can enter into a contract.

8. 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.

9. Posting of Notice of Intent to Award

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

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

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

Attn: Ashley Balkcom Agency for Health Care Administration 2727 Mahan Drive, Mail Stop #15 Tallahassee, Florida 32308-5403

Email: solicitation.questions@ahca.myflorida.com

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

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

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

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

10. Performance Bond

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

Procurement Office Agency for Health Care Administration 2727 Mahan Drive, Mail Stop #15 Tallahassee, Florida 32308-5403

- c. Thereafter, the performance bond shall be furnished on an annual basis, thirty (30) calendar days prior to the new Contract year and be in the amount of ten percent (10%) of the current annual Contract amount.
- **d.** A copy of all performance bonds shall be submitted to the Agency's Contract Manager.
- e. The performance bond must not contain any provisions that shorten the time for bringing an action to a time less than that provided by the applicable Florida Statute of Limitations. (See Section 95.03, F.S.)
- f. No payments will be made to the successful respondent until an acceptable performance bond is furnished to the Agency. The performance bond shall remain in effect for the full term of the resulting Contract, including any renewal period. The Agency shall be named as the beneficiary of the successful respondent's bond. The bond shall provide that the insurer or bonding company(s) pay losses suffered by the Agency directly to the Agency.
- **g.** The cost of the performance bond will be borne by the successful respondent.
- h. Should the successful respondent terminate the resulting Contract prior to the end of the resulting Contract period, an assessment against the bond will be made by the Agency to cover the costs of issuing a new solicitation and selecting a new Vendor. The successful respondent agrees that the Agency's damages in the event of termination by the successful respondent shall be 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.

11. 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.

12. Contract Execution

- a. This solicitation, including all its addenda, the Agency's written response to written questions, and the successful respondent's response, including information provided through negotiations, shall be incorporated by reference in the final Contract document.
- b. The successful respondent shall perform its contracted duties in accordance with the resulting Contract, this solicitation, including all addenda, the successful respondent's response to this solicitation, and information provided through negotiations. 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
 - The successful respondent's response to this solicitation, including information provided through negotiations.
- c. The successful respondent shall be registered with the Florida Department of State as an entity authorized to transact business in the State of Florida by the effective date of the resulting Contract.
- **d.** The Agency reserves the right to amend the resulting Contract within the scope set forth in this solicitation (to include the original Contract and all attachments) in order to clarify requirements.

A.2 Special Terms and Conditions

A. Venue

1. By responding to this solicitation, in the event of any legal challenges to this procurement, respondents agree and will consent that hearings and depositions for any administrative or other litigation related to this procurement shall be held in Leon County, Florida. The Agency, in its sole discretion, may waive this venue for depositions.

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

4. Attorney's Fees

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

B. General Definitions

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

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

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

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

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

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

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

DAY - Calendar day, unless specified as a Business Day.

EST - Eastern Standard Time

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

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

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

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

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

STATE - State of Florida.

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

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

WORK DAY - See Business Day.

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

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EXHIBIT A-1 QUESTIONS TEMPLATE

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EXHIBIT A-1 QUESTIONS TEMPLATE

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EXHIBIT A-1 QUESTIONS TEMPLATE

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EXHIBIT A-2 TRANSMITTAL LETTER

All respondents to this solicitation shall utilize **Exhibit A-2**, Transmittal Letter, for submission of its response. **Exhibit A-2** is available for respondents to download at: http://ahca.myflorida.com/procurements/index.shtml.

DATE:Click or tap to enter a date.

| RESPONDENT NAME: |
|---|
| RESPONDENT ADDRESS: |
| RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID): |
| The respondent shall provide an official contact and an alternate contact. Both the official contact person and the alternate contact person must have the authority to bind the respondent to a contract. Both person's signatures must be included. |
| OFFICIAL CONTACT PERSON: |
| NAME: |
| TITLE: |
| ADDRESS: |
| EMAIL ADDRESS: |
| TELEPHONE NUMBER: |
| SIGNATURE: |
| ALTERNATE CONTACT PERSON: |
| NAME: |
| TITLE: |
| ADDRESS: |
| EMAIL ADDRESS: |
| TELEPHONE NUMBER: |
| |

Failure to submit, Exhibit A-2, Transmittal Letter, signed by authorized officials who each have the authority to bind the respondent to a contract, may result in the rejection of response. If the respondent is invited to negotiations, at least one authorized official listed above must be present at each negotiation session.

SIGNATURE:

| RESPONDENT | NAME: | |
|-------------------|-------|--|
| | | |

1. ACCEPTANCE OF SOLICITATION REQUIREMENTS

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

AND

2. ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

I hereby certify that in responding to this solicitation, should my organization be awarded a contract resulting from this solicitation, it agrees to accept and comply with all terms and conditions as specified in this solicitation and in the Agency Standard Contract (**Exhibit A-8, including its Attachments**).

AND

3. RELEASE OF REDACTED RESPONSE

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

AND

4. STATEMENT OF NO INVOLVEMENT

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

AND

5. PROHIBITION OF GRATUITIES

I hereby certify that no elected official or employee of the State of Florida has or shall benefit financially or materially from such response or subsequent contract in violation of the provisions of Chapter 112, Florida Statutes (F.S.). I understand that any contract issued as a result of this solicitation may be terminated if it is determined that gratuities of any kind were either offered or received by any of the aforementioned parties.

<u>AND</u>

6. NON-COLLUSION CERTIFICATION

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

AND

7. PERFORMANCE OF SERVICES

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

AND

8. PERFORMANCE OF SERVICES

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

AND

9. ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION

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

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

The Conflict of Interest Mitigation Plan will be evaluated as acceptable or not acceptable and will be used to determine respondent responsibility, as defined in Section 287.012(25), F.S. The Agency reserves the right to request additional information from the respondent or other sources, as deemed necessary, to determine whether or not the plan adequately neutralizes, mitigates, or avoids the identified conflicts.

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

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

<u>AND</u>

10. RESPONDENT ATTESTATION FOR EXHIBIT A-4

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

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

AND

11. RESPONDENT ATTESTATION REGARDING SCRUTINIZED COMPANIES LIST

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

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

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

| 12. | JOINT VENTURE OR PARTNERSHIPS |
|------------|---|
| | This response if made as a joint venture or partnership. The members of the joint venture or partnership are listed below. |
| | |
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| <u>AND</u> | |
| 13. | NAMES OF OPERATION |
| | I hereby certify the following is a list of all names under which my organization has operated during the past five (5) years from the date of solicitation issuance, as specified in Attachment A , Instructions and Special Conditions, Section A.1. , Instructions, Sub-Section A. , Overview, Item 4. , Date of Issuance. |
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| AND | |

14. CERTIFICATION REGARDING TERMINATED CONTRACTS

I hereby certify that my organization (including its subsidiaries and affiliates) has not unilaterally or willfully terminated any previous contract prior to the end of the Contract with a State or the Federal government and has not had a contract terminated by a State or the Federal government for cause, prior to the end of the Contract, within the past five (5) years from the date of solicitation issuance, as specified in **Attachment A**, Instructions and Special Conditions, **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 4.**, Date of Issuance, other than those listed on **Page 5** of this Exhibit.

AND

15. LIST OF TERMINATED CONTRACTS

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

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

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

| Respondent Name: |
|--|
| Client's Name: |
| Term of Terminated Contract: |
| Description of Services: |
| |
| Brief Summary of Reason(s) for Contract Termination: |
| |
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| |
| Respondent Name: |
| Client's Name: |
| Term of Terminated Contract: |
| Description of Services: |
| |
| Brief Summary of Reason(s) for Contract Termination: |
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Signature below indicates the respondent's full acknowledgement of; understanding of; and agreement with all of the certifications and statements identified above in Items 1 through 15 as written and without caveat.

| Respondent Name | |
|---|--|
| Authorized Official Signature | Date |
| Authorized Official Printed Name | |
| Authorized Official Title | |
| Failure to submit, Exhibit A-3, Required official may result in the rejection of resp | Certifications and Statements, signed by an authorized onse. |

<u>Instructions to Respondents for the Completion of Exhibit A-4:</u>

The Agency is seeking information to determine the ability of Respondents to provide a Unified Operations Center (UOC) Solution as described in this solicitation, to include development and ongoing operations and maintenance services.

All 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 below for each Submission Requirement Component (SRC).

Respondents **shall not** include website links, embedded links and/or cross-references between SRCs unless otherwise instructed within a particular SRC.

Each SRC contains form fields. Population of the form fields with text will allow the form field to expand and cross pages. There is no character limit.

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

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

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

| S ⁻ | STANDARD EVALUATION CRITERIA SCALE | | | | | | | | | |
|----------------|---|--|--|--|--|--|--|--|--|--|
| Point Score | Evaluation | | | | | | | | | |
| 0 | The component was not addressed. | | | | | | | | | |
| 1 | The component contained significant deficiencies. | | | | | | | | | |
| 2 | The component is below average. | | | | | | | | | |
| 3 | The component is average. | | | | | | | | | |
| 4 | The component is above average. | | | | | | | | | |
| 5 | The component is excellent. | | | | | | | | | |

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

Failure to submit SRC responses via **Exhibit A-4**, may result in the rejection of the response.

Exhibit A-4 is available for Respondents to download at:

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

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SRC #1 – TABLE OF CONTENTS

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. This shall be provided as a separate attachment.

Response:

Score: No points will be awarded for the Table of Contents.

SRC #2 – EXECUTIVE SUMMARY

The Respondent shall include an Executive Summary, which demonstrates its overall understanding of the Scope of Services described in this solicitation and describes the prominent features of its Technical Proposal.

Response:

Score: No points will be awarded for the Executive Summary.

Respondent Name:

SRC #3 – ORGANIZATIONAL STRUCTURE AND HISTORY

The Respondent shall demonstrate its capability to provide the services described in this solicitation by describing its organizational structure and history. For responses including use of proposed subcontractors, the same descriptions of organizational structure and history shall be provided for each subcontractor, including the organizational structure connecting the Respondent and each proposed subcontractor. At a minimum, the description shall include:

- 1. The Respondent's, and its proposed subcontractor, organizational structure, ownership, affiliations, and location(s);
- 2. A copy of the Respondent's, and its proposed subcontractor, corporate organizational chart and a depiction of where the UOC Solution services described in this solicitation falls within the organizational structure; and
- 3. Background information on the Respondent's corporation, and on its proposed subcontractor corporation(s), the size, and resources to include:
 - a. Name of Respondent and any subcontractor(s);
 - b. Date established;
 - c. Ownership (public company, partnership, subsidiary, etc.);
 - d. Corporation's Federal Employer Identification Number (FEIN) and Florida Corporate Charter Number:
 - e. Corporation's primary line of business; and
 - f. Total number of employees.

Attachments are limited to the following:

- Organizational chart of Respondent and subcontractor(s); and
- List of the Respondent's and its proposed subcontractor physical locations.

Score: No points will be awarded for Organizational Structure and History.

Respondent Name:

SRC #4 – RESPONDENT QUALIFICATIONS

The Respondent shall demonstrate its capability to provide the services described in Attachment B - Scope of Services, by describing its relevant experience with large healthcare systems, qualifications, and length of experience in providing services similar in nature to those described in this solicitation. The description shall include how these experiences will be applied to move the Agency forward based on its current Strategic Plan. Details of corporate experience (including any subcontractor experience and capabilities) shall include a list of all contracts related to services similar in nature to those described in this solicitation within the last five (5) years and shall include, at a minimum:

- 1. Relevant experience with designing, developing, implementing, hosting, and maintaining information technology and business solutions including mail operations, call center operations, and supporting business operations;
- 2. Relevant experience with developing and implementing technology services, business operations, and contact centers for large healthcare systems including project and program management, business requirements elicitation and development, system testing, and system implementation:
- 3. Capability to work in parallel on multiple projects, with multiple vendors, and maintain timelines while effectively working as a single, distributed team to meet Agency and federal requirements;
- 4. How the Respondent's and any subcontractor qualifications and experience prepares the Respondent to move the Agency forward based on the goals, objectives, and guiding principles as described within the Agency's Strategic Plan;
- 5. Relevant experience with designing, developing, and implementing Customer centric solutions including notable industry certifications, accreditations, and/or awards (URAC, ICMI, NCQA, JD Power); and
- 6. Any relevant experience the Respondent has with obtaining CMS certification for overall operations.

Response:

SRC #4 Evaluation Criteria:

- 1. The adequacy of the Respondent's capability and approach to meet the requirements described in this solicitation, based on the relative experience in the performance of current or previous contracts for which it is/was the lead vendor on any projects similar in size, scope, and complexity to the UOC Project in the past five (5) years.
- 2. The adequacy of the Respondent's relevant experience with large healthcare systems.

- 3. The adequacy of the Respondent's experience and demonstrated capability to work in parallel to perform project and program management, business requirements elicitation and development, systems testing, and systems implementation.
- 4. The adequacy of the Respondent's and any subcontractor qualifications and experience to move the Agency forward based on the goals, objectives, and guiding principles as described within the Agency's Strategic Plan and to limit the potential for vendor lock-in and conflict of interest for future Agency acquisitions.
- 5. The adequacy of the Respondent's experience designing and implementing Customer centric solutions including notable industry certifications, accreditations, and/or awards.
- 6. The adequacy of the Respondent's relevant experience with obtaining CMS certification.

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

Respondent Name:

SRC #5 - CUSTOMER EXPERIENCE STRATEGY AND METHODOLOGY

The Respondent shall demonstrate its capability to continuously improve the experience of UOC Customers including Recipients, Providers, and Stakeholders. The Respondent shall provide an overview of its Customer experience design thinking methodology and tools to continuously improve the Customer experience. The Respondent shall provide eight (8) journey maps (reference Attachment B, Scope of Services, Section 9.1 – Customer Experience Strategy and Methodology) demonstrating its Customer experience capability and understanding of the future vision of the UOC Customer journey.

As part of the overall methodology, a journey map is a valuable tool for designing compelling Customer experiences. In order to demonstrate Customer experience expertise along with the Respondent's experience and understanding of the Agency Customer segments as defined in the **Attachment B-1**, Definitions and the Respondent shall provide a high-level journey map for each of the below eight (8) processes leveraging the respective Agency personas (Please refer to **FX UOC Persona Descriptions and FX UOC Journey Map Format** in the **UOC Proposal Library**). The Respondent shall use the FX UOC Journey Map Format document to structure how the information will be presented back to the Agency as part of its Response to SRC #5. It is expected that the Respondent will add information (i.e., stages, touchpoints), as necessary.

High-level processes:

1. Recipient – Managed Care Enrollment

Suzanne received a letter informing her that open enrollment for her children will begin the first of the following month. Open enrollment lasts for two months. Any changes made during the period will not take effect until the first day of the month following the end of the period. The UOC Vendor shall create a journey map on how the solution will meet Suzanne's needs.

2. Recipient - Complaint

Suzanne wishes to file a complaint against the current health plan for her children. She wants to make sure she is able to upload documents securely to support her concerns. She also wants to be notified of her complaint status as it progresses, while maintaining the ability to check the status for herself. Because of her work, she often is able to communicate more easily electronically, but expects prompt responses. The UOC Vendor shall create a journey map on how the solution will meet Suzanne's needs.

3. Provider – Initial Enrollment

o Dr. Press has recently filed an application to become a Medicaid provider who hopes to contract with the Medicaid managed care programs in her area. She has recently been informed that her application may be rejected due to unresponsiveness to requests for additional information. She alleges that she

never received the request, and the Provider Services Management Vendor indicates they called her multiple times. Considering the FX vision of module integration, the UOC Vendor shall create a journey map on how the solution will meet Dr. Press' needs.

4. Provider - Claims Status Inquiry

o Dr. Press currently bills Medicaid Fee-For-Service and some managed care plans. She is often pressed for time and dislikes the need to log in to multiple portals to check the status of claims. She also struggles to keep track of all the different login requirements and passwords. Considering the FX vision of module integration, the UOC Vendor shall create a journey map on how the solution will meet Dr. Press' needs.

5. Provider [Facility] – Survey Inquiry

Lifecare Health Center received a recent facility survey related to a patient complaint about the care they received. Preliminary findings were shared with the Chief Operating Officer (COO) on the day of the survey, but the COO has not heard any further information. The COO is anxious to receive the final findings so that she can work with the Director of Nursing and the compliance team to correct any deficiencies. The UOC Vendor shall create a journey map on how the solution will meet the needs of the Agency and the COO.

6. Provider [Facility] - Medicaid Managed Care Contracting

The COO of Lifecare Health Center has been working for weeks to secure a contract with several of the Medicaid Managed Care plans to no avail. The COO is frustrated with the process and does not know what to do next. The UOC Vendor shall create a journey map on how the solution will meet the needs of the Agency and the COO.

7. Stakeholder – Complaint

John has been contacted by several Medicaid recipients regarding receiving services from their managed care plans, after providers were denied payment for services. The reason provided by the plan is that the service is covered by Fee-For-Service (FFS) Medicaid and not the plan, but the providers are not FFS providers. When John contacts the plans they will not speak to him. The UOC Vendor shall create a journey map on how the solution will meet John's need to advocate on behalf of recipients.

8. Stakeholder - Training

John has established himself as a point of contact for recipients and providers. His goal is to help educate them about Medicaid and navigating health care service delivery issues. He would like to receive training or access training information of the same nature as the recipients and providers. The UOC Vendor shall create a journey map on how the solution will meet John's need to learn about the various programs.

Each journey map should consider the following guideposts when being developed:

- The need to build empathy and better understand the UOC Customers' experiences;
- The need to communicate information and insights regarding the UOC Customers' experiences to a broad internal audience;
- The desire to resolve current UOC Customer experience pain points; and
- The desire to identify moments that matter in order to design signature experiences that drive Customer loyalty and value.

Response:

Respondents shall use **Exhibit A-4**, **SRC #5 Template**, located at http://ahca.myflorida.com/Procurements/index.shtml, to provide its response to SRC #5 and shall use the Agency's personas and Journey Map format provided in **FX UOC Persona Descriptions** and **FX UOC Journey Map Format**, within the **UOC Procurement Library**.

SRC #5 Evaluation Criteria:

Score: No points will be awarded for the Customer Experience Strategy and Methodology.

Respondent Name:

SRC #6 – 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 subcontracts related to consultant services when the subcontracts 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. CHIP Agency;
- 3. A Medicaid program in another state;
- 4. Medicare:
- 5. Any federal government regulatory body, regardless if the sanction was related to Medicaid; or
- 6. Any regulatory body in any state, regardless if the sanction was related to Medicaid.

Information requested in Exhibit A-4, SRC #6 Template for each sanction shall be provided by the Respondent for administrative and non-administrative sanctions. An administrative sanction means the issue pertains to timeliness or the use of an incorrect format (i.e., report, deliverable, or another required item submitted late or submitted in the wrong format). A non-administrative sanction means the issue pertains to performance in accordance with the contract scope of services (i.e., incomplete or inaccurate deliverable or services).

Response:

Respondents shall use **Exhibit A-4, SRC #6 Template**, located at http://ahca.myflorida.com/Procurements/index.shtml to provide its response to this SRC.

SRC #6 Evaluation Criteria:

- 1. The extent to which sanctions were due to issues with performance in accordance with the 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 longer than ninety (90) calendar days to resolve) 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.

For item 1:

- 1. 5 points if no sanctions;
- 2. 4 points if sanctions related only to administrative issues;
- 3. 3 points if non-administrative sanctions were all minor (less than \$10,000.00) and there were fewer than four (4) incidents;
- 4. 2 points if non-administrative sanctions were all minor but four (4) or more incidents;
- 5. 1 point if any major (10,000.00 or above) administrative sanction; or
- 6. 0 points if any major non-administrative sanction.

For item 2:

- 1. 5 points if no sanctions;
- 2. 4 points if sanctions were minor and there were fewer than four (4) incidents;
- 3. 3 points if sanctions were all minor (less than \$10,000.00) but four (4) or more incidents;
- 4. 2 points if up to two (2) are more than \$10,000.00 or lengthy (longer than ninety (90) calendar days) to resolve or more than two (2) contracts with multiple sanctions;
- 5. 1 point if more than two (2) but fewer than five (5) high-dollar amounts or lengthy (longer than ninety (90) calendar days) and/or more than two (2) but fewer than five (5) contracts with multiple sanctions; or
- 6. 0 points if performance falls below above limits.

SRC #7: SECURITY RATING SCORE

In accordance with Attachment A, Instructions and Special Conditions, Section A.2., Special Terms and Conditions, Subsection A., Information Technology, Item 4, the Agency shall conduct an initial IT security risk score scan on the Respondent through an information security rating service, at the Agency's expense, to enable the Agency to effectively measure and mitigate the successful Respondent's security risks. The Respondent will work with the Agency's Security Rating Score Provider to define the relevant Respondent assets providing Agency services.

Response:

SRC #7 Evaluation Criteria:

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

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

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

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

Respondent Name:

SRC #8 – PROJECT MANAGEMENT AND SERVICE DELIVERY APPROACH

The Respondent shall present its project management and service delivery approach and explain how it reflects industry best practices in service delivery excellence. The Respondent shall demonstrate its capabilities in working with third-party organizational standards by developing an approach that complies with the Agency's FX Program standards included in the **UOC Proposal Library**.

The Respondent shall describe its proposed approach to PD-1: Project Management Plan (includes the UOC Vendor Resource Management Plan) and provide a draft PD-2: Project Schedule, as described in Attachment B, Exhibit B-1, Deliverables and Performance Standards.

The proposed project schedule must show a thorough understanding of the scope of work and the capability to successfully complete each deliverable. The draft schedule shall include a high-level project timeline for successful management and completion of the project, as well as identify major project phases with consideration to Attachment B, Scope of Services, Section B.7.1. High-Level Implementation Plan. The schedule timeline must include timeframes and durations for key milestones and deliverables.

The Respondent shall demonstrate the following:

- 1. Approach to following project management best practices to ensure adherence to the **P-2: FX Project Management Standards**, including, but not limited to:
 - Communications management;
 - Risk and Issue management;
 - Change management;
 - Scope management;
 - Schedule management;
 - Quality management; and
 - Status reporting.
- 2. Experience following third party standards (such as the FX Program standards included in the **UOC Proposal Library**).
- 3. Experience implementing the System Development Life Cycle (SDLC) for multi-component configurable and customizable technology platforms.
- 4. Experience in and approach to successful delivery of services and solutions in a multi-vendor and multi-agency environment.

- 5. Ability to effectively manage multiple contact center teams that include the UOC Vendor, subcontractor, and Agency UOC staff.
- 6. Ability to implement and provide services and solutions to be adapted to accomplish the UOC Objectives and FX Guiding Principles outlined in Attachment B, Scope of Services, Section B.3.2. Overview of the FX Transformation.

Response:

SRC #8 Evaluation Criteria:

- 1. The adequacy of the Respondent's proposed approach to project management and service delivery, and its alignment with FX Project Management Standards, including demonstrated understanding and approach to the System Development Life Cycle (SDLC) for a multi-component configurable and customizable technology platform.
- 2. The adequacy of the Respondent's draft Project Schedule to demonstrate a high-level project timeline for successful management and capability to successfully complete each deliverable.
- 3. The adequacy of the Respondent's experience following third party standards (such as the FX Program standards included in the **UOC Proposal Library**).
- 4. The adequacy of the Respondent's experience and demonstrated ability to successfully deliver in a multi-vendor and multi-agency environment.
- 5. The demonstrated ability of the Respondent to effectively manage multiple contact center teams including UOC Vendor, subcontractor and Agency staff.

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.

Respondent Name:

SRC #9 - DISASTER RECOVERY AND BUSINESS CONTINUITY

The Respondent shall demonstrate its capability and approach to meeting the disaster recovery and business continuity requirements described in:

- Attachment B, Scope of Services, Section B.8.3 Disaster Recovery and Business Continuity
- Attachment B, Scope of Services, Section B.10.1 Operations and Maintenance Phase Requirements
- Attachment B, Scope of Services, Section B.13 Facilities and Service Location (s)
- Attachment B, Exhibit B-1, Deliverables and Performance Measures

Response:

SRC #9 Evaluation Criteria:

For both technology and services, the adequacy of the Respondent's ability to:

- 1. Maintain and annually test a Contingency Plan (for Disaster Recovery and Business continuity) for the UOC Solution with the FX Technical Management Strategy;
- 2. Support the Agency's Enterprise Contingency Plan, located in the **UOC Proposal Library**;
- 3. Provide backup procedures, hot sites, redundancy, and support to prevent and accommodate the disruption of systems and communications;
- 4. Minimize downtime and disruption of services:
- 5. Provide timely failover; and
- 6. Create effective policies and procedures to implement a recovery, as well as business continuation services.

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

Respondent Name:

<u>SRC #10 – TECHNICAL SOLUTION COMPONENTS – PLATFORM</u> REQUIREMENTS

The Respondent shall demonstrate its capability and approach to meeting the requirements described in Attachment B, Scope of Services, Section B.8.0 - UOC Platform Solution (Technology), including but not limited to its proposed approach to ensuring its UOC Solution provides all of the required technology components and specified options, and all components are integrated into one common solution. In addition, the Respondent shall complete the UOC Technology Matrix included in the UOC Proposal Library for the components of their solution. Response:

SRC #10 Evaluation Criteria:

The adequacy of the Respondent's demonstrated ability to:

- 1. Provide hosting services to meet the Agency's requirements and support optimal performance of the UOC Solution;
- 2. Provide a UOC solution that includes best in class Interactive Voice Response capabilities;
- 3. Provide a UOC solution that includes adequate automatic call distribution;
- 4. Provide a UOC solution that includes adequate cloud-hosted VOIP-enabled PBX;
- 5. Provide a UOC solution that includes an adequate Customer Relationship Management (CRM);
- 6. Provide a UOC solution that includes adequate Workforce Management capabilities;
- 7. Provide a UOC solution that includes adequate quality management capabilities;
- 8. Provide a UOC solution that includes adequate call recording capabilities;
- 9. Provide a UOC solution that includes adequate knowledge management capabilities;
- 10. Provide a UOC solution that includes adequate service/ticket management capabilities; and
- 11. Provide a UOC solution with relevant business operations technologies.

Score: This Section is worth a maximum of 55 raw points with each of the above components being worth a maximum of 5 points each.

Respondent Name:

<u>SRC #11 – BUSINESS SOLUTION COMPONENTS – CUSTOMER</u> SERVICE

The Respondent shall demonstrate its proposed approach to the Customer Service and Business Operations Solution requirements, addressing all requirements in Attachment B, Scope of Services, Section 9.2 – Enterprise Customer Service Support. This shall include, at a minimum, the following:

- Respondent's experience and proposed approach to providing an enterprise UOC Solution with an initial focus on Medicaid Customers (Medicaid Recipients, Medicaid Providers, Agency partners and other groups referenced in the *Customer* definition in Attachment B, Exhibit B-1, Definitions and Acronyms. This includes Customer access to the following services:
 - a. Agent assistance via phone and/or email during Business Hours;
 - b. Assistance via self-serve technology twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days per year (24*7*365); and
 - c. Proactive communications including required correspondence and opt-in alerts for account updates.
- 2. Respondent's experience and proposed approach to providing the following enterprise Customer service support services:
 - a. Hire, train, and onboard sufficient, qualified staff for tiered and General Support staff functions (as described in Attachment B, Scope of Services, Section B.9.2.3.1, Table: B.9.2.3.1 – UOC Customer Service Support Tier Structure);
 - b. Provide a Customer service support infrastructure with a comprehensive CRM solution that can be used within the UOC and across the Agency for escalated and/or referred items; This CRM shall include Customer inquiry management, Customer issue management, a Customer support infrastructure, and contact tracking and reporting;
 - c. Provide sufficient, qualified staff for correspondence activities to be performed by the UOC, as agreed to by the Agency;
 - d. Provide an Agency-approved Training and Knowledge Management function within the UOC Solution that has been proven in a large-scale Customer service environment; and
 - e. Design, develop, and operate the UOC technical support services as defined in Attachment B, Scope of Services, Section B.9.2.4 Technical Support Services.
- 3. Respondent's experience and proposed approach to providing an Agency-approved correspondence process with Agency-approved messaging that includes but may not be limited to:
 - a. Developing correspondence (system generated and manual);
 - b. Developing and managing up-to-date correspondence templates;
 - c. Sending all direct mailings and electronic correspondence timely, as agreed to by the Agency;
 - d. Automated tracking of correspondence;

- e. Making correspondence accessible for users to view and download; and
- f. Integrating with other FX Module Vendors so that notifications generated from a FX Module Vendor's system is routed and tracked through the UOC CRM.
- 4. Respondent's experience and proposed approach to partnering with a firm that specializes in Customer Service training and can support potential site certification for the UOC.

Response:

SRC #11 Evaluation Criteria:

- 1. The adequacy of the Respondent's relevant experience with and proposed approach to designing, developing, implementing, hosting, and maintaining an enterprise Customer contact center operation that meets the Customer access criteria described.
- 2. The adequacy of the Respondent's relevant experience with and proposed approach to providing the described enterprise Customer service support and business operations services.
- 3. The adequacy of the Respondent's relevant experience with and approach to developing and executing a large-scale correspondence process, including coordination with an Agency and/or organization for messaging, reviews, and approvals.
- 4. The adequacy of the Respondent's relevant experience with and approach to partnering with a firm that specializes in Customer Service and Business Operations training.

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

Respondent Name:

SRC #12 - BUSINESS SOLUTION COMPONENTS - PROVIDER BUSINESS SERVICES

The Respondent shall demonstrate its proposed approach to the Provider Management Business Services Solution requirements, addressing all requirements in Attachment B, Scope of Services, Section B.9.5 – Business Services – Provider Management. At a minimum, this includes the following:

- 1. Respondent's approach to providing and supporting the enrollment, re-enrollment, and file maintenance activities of new and existing providers. This includes the following services:
 - a. Providing general Tier 1 customer support and self-service options for provider inquiries via multiple communication channels;
 - b. Developing and delivering provider communications;
 - c. Receiving and processing inbound and outbound provider mail operations (including returned mail processing) and communications fulfillment;
 - d. Supporting the business services associated with Background Screening and Provider Credentialing; and
 - e. Coordinating with the FX Provider Services Module (PSM) Vendor and partners to efficiently deliver end-to-end provider management services.
- 2. Respondent's approach to providing support services for Facility Licensure and Intake.
 - a. Providing general Tier 1 customer support for facility inquiries via multiple communication channels:
 - b. Developing and delivering communications and notices;
 - c. Receiving and processing inbound and outbound Facility mail operations (including returned mail processing) and communications fulfillment;
 - d. Controls to account for the receipt of funds related to fees or sanctions to be securely tracked and routed; and
 - e. Coordinating with the Agency's Health Facility Regulation Bureau to efficiently delivery end-to-end Facility Licensure services.
- 3. Respondent's approach to providing Training, Outreach, and Site Support to Providers that includes but may not be limited to:
 - a. Developing training and outreach materials;
 - b. Methodology and techniques for conducting training and outreach activities;
 - c. Process for recruiting and maintaining qualified specialist to develop and conduct training or site support activities;
 - d. Supporting the design, development, and distribution of provider communications including, but not limited to, bulletins, forms, public content forums, provider policy updates, website content, provider letters and surface mail, provider emails, policy alerts, provider texts, mass messaging and system alerts, user guides, technical documents, and education and training opportunities.
- 4. Respondent's approach to supporting the Provider Complaint process. This includes the following services:

- a. Receiving, acknowledging, and tracking the receipt of a provider complaint;
- b. Routing of complaints to the appropriate Agency staff or partner (e.g., health or dental plan):
- c. Responding to complaints through approved communications channels.

Response:

SRC #12 Evaluation Criteria:

- 1. The adequacy of the Respondents relevant experience with and approach to providing Customer support through multiple communications channel that would meet the provider enrollment criteria described.
- 2. The adequacy of the Respondents relevant experience with and approach to providing the described mail and communications fulfillment operations.
- 3. The adequacy of the Respondents relevant experience with and approach to the receipt of funds and the controls associated with the relevant accounting principles.
- 4. The adequacy of the Respondents relevant experience with and approach to the development and delivery of training, outreach, and website content and materials.
- 5. The adequacy of the Respondents relevant experience with and approach to the design, development, and distribution of communications utilizing various medium.
- 6. The adequacy of the Respondents relevant experience with and approach to complaint administration processes.
- 7. The adequacy Respondents relevant experience with and approach to providing support services for the provider community.

Score: This Section is worth a maximum of 35 raw points with each of the above components being worth a maximum of 5 points each.

Respondent Name:

SRC #13 - BUSINESS SOLUTION COMPONENTS - RECIPIENT BUSINESS SERVICES

The Respondent shall demonstrate its proposed approach to the Recipient Service Business Solution requirements, addressing all requirements in Attachment B, Scope of Services, Section B.9.4 – Business Services – Recipient Management. At a minimum, this includes the following:

- 1. Respondent's experience and proposed approach to providing and supporting the eligibility and enrollment activities of recipients, including:
 - a. Providing general Tier 1 Customer support and self-service options for recipient inquiries via multiple communication channels;
 - b. Seamless transfer of recipients to appropriate partner agencies;
 - c. Secure production, delivery, and tracking of recipient Medicaid Cards;
 - d. Deactivation, destruction, and tracking of returned Medicaid Cards; and
 - e. Receiving and processing inbound and outbound provider mail operations (including returned mail processing) and communications fulfillment.
- 2. Respondent's experience and proposed approach to providing services for Health Plan Choice Counseling and Enrollment Support, including:
 - a. Providing Customer support for recipient inquiries via multiple communication channels;
 - b. Providing health plan enrollment business operations support for Plan enrollment inquiries, Plan choice counseling, Plan change processing, good cause request evaluation and determination, and Referrals to other agencies, health plans, or other health system related services;
 - c. Capabilities to provide self-service functionality for recipients to inquire about their health plan options and enable plan selection by the recipient; and
 - d. Receiving and processing inbound and outbound mail operations (including returned mail processing) and communications fulfillment.
- 3. Respondent's experience and proposed approach to providing support services for Recipient File Maintenance Activities, including:
 - a. Providing general Tier 1 Customer support for recipient inquiries via multiple communication channels;
 - b. Routing and escalation of file maintenance activities to the appropriate Agency business unit or partner agency; and
 - c. Receiving inbound mail operations, storing, tracking, and forwarding to partner agencies as appropriate.
- 4. Respondent's experience and proposed approach to providing Outreach and Communications services for Recipients, including:
 - a. Developing Training and Communications materials:
 - b. Methodology and Techniques for conducting training and outreach activities;

- c. Process for recruiting and maintaining qualified specialist to develop and conduct training or site support activities; and
- d. Supporting the design, development, and distribution of recipient communications including but not limited to, bulletins targeted to the general recipient population, forms, Florida Medicaid or FX website content, recipient letters and surface mail, secure messaging, and appropriate social media engagement, news articles, mass messaging and system alerts, program brochures, user guides, and educational information.
- 5. Respondent's experience and proposed approach to supporting the Recipient Complaint, Grievance, Appeals, and Fair Hearing process, including:
 - Approach for the development and implementation of a single-entry point solution for receiving, acknowledging, and tracking recipient complaints, grievances, appeals, or fair hearings in accordance with applicable federal and state regulations;
 - b. Providing general Tier 1 Customer support for the complaint process;
 - c. Routing of complaints to the appropriate Agency business unit or health plan for triage and assignment; and
 - d. Responding to complaints through approved communications channels.

Response:

SRC #13 Evaluation Criteria:

- 1. The adequacy of the Respondent's relevant experience with and proposed approach to providing Customer support through multiple communication channels that would meet the recipient eligibility and enrollment criteria described.
- 2. The adequacy of the Respondent's relevant experience with and proposed approach to developing self-service options that support the required business processes and outcomes.
- 3. The adequacy of the Respondent's relevant experience with and proposed approach to producing, distributing, destroying, and tracking items that contain PII or PHI.
- 4. The adequacy of the Respondent's relevant experience with and proposed approach to providing the described mail and communications fulfillment operations.
- 5. The adequacy of the Respondent's relevant experience with and proposed approach to providing choice counseling support to individuals seeking information on health or dental plan selection or changes.
- 6. The adequacy of the Respondent's relevant experience with and proposed approach to the development and delivery of training and outreach materials.
- 7. The adequacy of the Respondent's relevant experience with and proposed approach to the design, development, and distribution of communications utilizing various medium.

- 8. The adequacy of the Respondent's relevant experience with and proposed approach to complaint administration processes.
- 9. The adequacy of the Respondent's relevant experience with and proposed approach to coordinating and transferring data or information to external entities in a seamless manner.
- 10. The adequacy of the Respondent's relevant experience with and proposed approach to providing services that support the targeted Medicaid recipient population.

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.

Respondent Name:

SRC #14 - BUSINESS SOLUTION COMPONENTS - ENTERPRISE OPERATIONS SERVICES (COMMUNICATIONS MANAGEMENT, MAIL AND FULFILLMENT)

The Respondent shall demonstrate its proposed approach to the Enterprise Operations Business Solution requirements, addressing all requirements in Attachment B, Scope of Services, Section B.9.5 – Enterprise Operations Management. At a minimum, this includes the following:

- 1. Respondent's experience and proposed approach to providing and supporting the Provider and Recipient Claims Processing and Payment Support activities, including:
 - a. Providing general Tier 1 Customer support and self-service options for provider and recipient inquiries via multiple communication channels;
 - b. Methodologies and processes for escalating and routing complex issues to the appropriate Agency staff or FX Module Vendor; and
 - c. Receiving and processing inbound and outbound mail operations and communications fulfillment.
- 2. Respondent's experience and proposed approach to providing Centralized Mail and Communications, including:
 - a. Providing a mail service center to act as a central hub for all inbound and outbound mail;
 - b. Processing inbound mail from traditional mail, email, web portal communications;
 - c. Providing a solution that uses automation to create a digital mail room that will standardize the processing and distribution of paper and electronic mail;
 - d. Providing Document Capture technology to scan all incoming traditional paper mail documents while importing electronic files to process them together through the same platform;
 - e. Include Intelligent Data Capture capability to automatically extract data from semistructured documents and automatically extract key information that can be used to index the document and/or route the document to the right Agency business unit or FX Module Vendor; and
 - f. Process for the destruction of documents per state and Agency record retention policies, and its certification.
- 3. Respondent's experience and proposed approach to providing support services for Pharmacy Benefit Management Activities, including:
 - a. Providing Tier 1 general support to callers regarding pharmacy benefits (e.g., who should they call, covered drugs, complaint intake, etc.);
 - b. Routing fee-for-service recipients to the PBM Ombudsman for pharmacy related issues and to the health plan for SMMC recipients; and
 - c. Process for communicating to the provider or recipient the result of the review through various communication channels (mail, email, text, web-portal, etc.).

| Response: |
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SRC #14 Evaluation Criteria:

- 1. The adequacy of the Respondent's relevant experience with and approach to providing Customer support through multiple communication channels that would meet the Enterprise Operations criteria described.
- 2. The adequacy of the Respondent's relevant experience with and approach to developing self-service options that support the required business processes and outcomes.
- 3. The adequacy of the Respondent's relevant experience with and approach to collaborating with other entities to develop and agree upon escalation and routing processes to transfer complex issues.
- 4. The adequacy of the Respondent's relevant experience with and approach to providing the described mail and communications fulfillment operations.
- 5. The adequacy of the Respondent's relevant experience with and approach to providing electronic mail processing to include email and web portal communications.
- 6. The adequacy of the Respondent's relevant experience with and approach to providing document capture and intelligent data capture technologies.
- 7. The adequacy of the Respondent's relevant experience with and approach to providing secure destruction of sensitive documents.

Score: This Section is worth a maximum of 35 raw points with each of the above components being worth a maximum of 5 points each.

Respondent Name:

SRC #15 – PERFORMANCE STANDARDS AND REPORTING

The Respondent shall demonstrate its experience, understanding and ability to provide an automated method or system/operations tools to provide reports of the quality measurements and performance monitoring dashboards for the post-implementation UOC Solution services as defined in Attachment B, Scope of Services, Section B.11 – Reporting and, Attachment B, Exhibit B-2, Operations and Maintenance Service Level Agreement at a minimum, the Respondent shall demonstrate the following:

- The Respondent's experience and proposed approach to providing a UOC performance reporting dashboard system and resulting generated reports to the Agency's Contract Manager;
- 2. The Respondent's experience and proposed approach to providing real-time performance reporting dashboards for contracted performance standards and Service Level Metrics described in Attachment B, Exhibit B-2a, Operations and Maintenance Service Level Metrics in this solicitation;
- 3. The Respondent's experience and proposed approach to storing and reporting relevant data for ongoing and ad hoc reporting, including methods for conducting quality control; and
- 4. The Respondent's experience and proposed approach to adhering to and reporting on Service Level Metrics provided in Exhibit B-2a Operations and Maintenance Service Level Metrics.

The Respondent shall provide samples of the following types of dashboard report exports:

- a. Staffing Report
- b. Executive Level Dashboard Report
- c. Contact Center Activity Report
- d. Contract Compliance / Service Level Metrics Dashboard

Response:

SRC #15 Evaluation Criteria:

- 1. The adequacy of the Respondent's relevant experience with and proposed approach to providing web-based reporting dashboard solutions and tools for performance reporting.
- 2. The adequacy of the Respondent's proposed approach and demonstrated ability to meet the Service Level Metrics.

- 3. The adequacy of the Respondent's relevant experience and proposed approach to developing standard report dashboard extracts and ad hoc queries for the UOC Solution.
- 4. The adequacy of the Respondent's sample dashboard reports to demonstrate a successful performance and status reporting approach for the UOC Solution.

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

Respondent Name:

SRC #16 - SECURITY

The Respondent shall demonstrate its experience, capability, approach and proposed solution for the Security Life Cycle to include activities defined in certification and accreditation, risk assessment, and system security plan phases and to address all requirements in Attachment B, Scope of Services, Section B.8.7 – Security to:

- 1. Coordinate with stakeholders to develop and execute a Systems Security Plan, security controls, security assessments, and risk assessments, in compliance with all Florida and federal enterprise information security policies, standards, security initiatives, and regulations;
- 2. Develop and execute a Security Controls Test Plan that includes objectives, scope, misuse cases, testing type, entrance and exit criteria, schedule, testers, software tools, and test results;
- 3. Develop and execute a Security Test Plan for all shared infrastructure, connectivity and communications between the EDW Solution, the Integration Platform and the modules; and
- 4. Conduct periodic Security Control Assessments to monitor ongoing effectiveness of implemented security controls and remediate those issues as determined by the Agency.

The Respondent shall describe its proposed approach to resolving security breaches in relation to the UOC Solution. The Respondent shall also describe any security breaches that have occurred within the last five years and the remedies used for those breeches, if applicable.

Response:

SRC #16 Evaluation Criteria:

- 1. The adequacy of the Respondent's proposed approach and demonstrated ability to meet all federal, state, and Agency security requirements.
- 2. The adequacy of the Respondent's proposed solution in terms of including all security/vulnerability testing as outline in T8-Data Security, in the UOC Proposal Library.
- 3. The demonstrated ability of the Respondent to provide a hosting environment that is FEDRAMP compliant.
- 4. The demonstrated ability of the Respondent to resolve security breech incidents.

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

Respondent Name:

SRC #17 – DELIVERABLE APPROACH

The Respondent shall describe its relevant experience, proposed approach and representative content, relative to the UOC deliverables described in Attachment B, Exhibit B-1, Deliverables and Performance Standards. Where proposed approaches and content for a deliverable are addressed by the Respondent in another SRC, the Respondent shall refer to the other SRC(s) within its response to SRC #17.

- 1. PD-1 Project Management Plan (Includes Vendor Resource Management Plan)
- 2. PD-2 Project Schedule
- 3. PD-3 High-Level Technical Design
- 4. PD-4 System Security Plan
- 5. PD-5 Requirements Management Plan
- 6. PD-6 Bill of Materials (Architecture, Hardware/Software Specification)
- 7. PD-7 Completed Requirements Traceability Matrix
- 8. PD-8 System Design Document
- 9. PD-9 Implementation Plan/Software Release Plan
- 10. PD-10 Contingency Plan (for Disaster Recovery and Business Continuity)
- 11. PD-11 Test Plan
- 12. PD-12 Customer Experience Blueprint
- 13. PD-13 Organizational Change Management Plan (Includes Training Plan)
- 14. PD-14 Operations and Maintenance Manual
- 15. PD-15 Production Readiness Review
- 16. PD-16 Post Implementation Report
- 17. PD-17 Warranty Completion Report
- 18. PD-18 Annual Operational Analysis (AOA)
- 19. PD-19 Vendor Turnover Plan

Response:

SRC #17 Evaluation Criteria:

Score: No points will be awarded for Deliverable Approach.

SRC #18: Optional Additional Innovation Opportunities (not evaluated)

1. General Opportunities – The Respondent may include any additional innovations offered to the Agency that are not included in Attachment B, Scope of Services. The requirements described in Attachment B, Scope of Services are not intended to limit innovations, cost effective solutions, or creativity in preparing a response, which provides the Agency the best solution. Innovative ideas, product offerings, and new concepts other than those presented in this solicitation can be considered by the Respondent. Responses to this SRC will not be scored and may, at the Agency's discretion, be included in the Negotiations Phase.

Additionally, to effectively react to rapidly evolving technology changes and help support the Agency's modular approach, the UOC Vendor shall, on a biannual basis, participate in an innovation review session to share potential project ideas and review the status of potential projects proposed by the UOC Vendor. The UOC Vendor shall document and submit recommendations, in accordance with the **S-4: Strategic Project Portfolio Management Plan,** found in the Proposal Library, potential project innovations by providing content about the proposed innovations prior to the innovation reviews.

The market for operations and business services is constantly changing, offering new or modified service delivery methods and technologies. The Agency is seeking a UOC Vendor that will utilize Agency-approved innovative methods and technologies to meet UOC objectives and demonstrate tangible benefits.

Following are examples of areas where potential innovations may be of benefit.:

- Self service capabilities;
- 100% paperless service delivery;
- Medicaid card production and distribution;
- Leveraging process automation and Artificial Intelligence (AI);
- Real-time decision-making tools and predictive analytics:
- Scalable staffing models;
- Virtual service delivery;
- Employee engagement; and
- Knowledge management.
- 2. Implementation Acceleration Opportunities In addition to the above areas, the Agency is particularly receptive to considering innovative approaches from Respondents that would accelerate the implementation timeline of business services from current operations to the UOC Vendor prior to scheduled rollouts, as detailed in Attachment B, Scope of Services, Section B.7.1 High-Level Implementation Plan. Respondents may propose strategies to incorporate business functions (e.g., contact center operations, mail room, print publications, and training) into the UOC prior to the scheduled FX Strategic Roadmap module transition dates. Business functions related to claims processing and financial operations will not be considered for early implementation.

Respondents interested in proposing an accelerated implementation must articulate the approach to their proposed strategy, scope of business functions impacted, an implementation timeline, associated cost impact(s), tangible benefits achieved, and risk

mitigation tactics to alleviate disruption in services to providers, recipients, and other Agency stakeholders. Respondents shall provide sufficient detail in their response that will allow the Agency to determine the viability of the Respondent's proposed innovation.

| Response: |
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| Score: No points will be awarded for any proposed Additional Innovation Opportunities. |
| |
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Respondent Name:

SRC #19 – VENDOR STAFFING

 The Respondent shall describe its proposed baseline staffing solution as described in Attachment B, Scope of Services, Section B.12- Staffing. The Respondent shall identify its proposed team, including Key Staff, and describe how its team will implement and support operations during the Contract term. The Respondent shall also provide job descriptions for each proposed team member, and resumes for each of its identified Key Staff.

Proposed Baseline Staffing Solution

The Respondent's proposed baseline staffing solution should include, but may not be limited to the following:

- a. UOC Vendor staff organizational chart that identifies the number of Key Staff and other staff dedicated to UOC support, including FTE hours, roles, and hierarchies for all identified staff;
- b. Qualifications and experience of the UOC Vendor's Key Staff including resumes and draft job descriptions for all staff;
- c. Workforce management tool(s) used to assist with operational efficiency of UOC Vendor staffing and scheduling;
- d. Staff ratio for all functional areas of the UOC and how this ratio will be defined and modified based on changes occurring during the course of the Contract due to additional FX modules going live; and
- e. Plan to mitigate the risk of staff turnover (and potential effect on quality of service and continuity of operations) during the Contract Term. The UOC Vendor should provide specific examples from past or current experience to describe how it has managed similar challenges.

In addition to the proposed Baseline Staffing Solution, the Respondent shall describe its proposed approach for scaling up of resources to support peak volumes and scaling down of resources and costs when volumes are lower, in order to meet the requirements defined in Attachment B, Exhibit B-2, Operations and Maintenance Service Level Agreement and Attachment B, Exhibit B-2a, Operations and Maintenance Service Level Metrics of this solicitation.

The UOC Vendor shall also populate the Rate Card as defined in Attachment A, Exhibit A-5 - Cost Proposal, as part of its Response with the roles that the Respondent believes are required to deliver the UOC scope of work. In addition to initial pricing, the Rate Card will also be used for situations where there are fluctuations in staffing due to peak periods of volume or if there is a need for additional skill sets of resources to support project needs. These situations and changes in staffing will be mutually agreed to between the Agency and the UOC Vendor.

| | COMPONENTS (TECHNICAL RESPONSE) | |
|-----------|---------------------------------|--|
| | | |
| Response: | | |

SRC #19 Evaluation Criteria:

Score: No points will be awarded for UOC Vendor Staffing.

Respondent Name:

SRC #20 - FACILITIES AND SERVICE LOCATION(S)

The Respondent shall identify its proposed service location(s) and describe its proposed approach/criteria used to identify and select its proposed facility location(s) in Florida for UOC Vendor staff providing services described in ITN Section X, including the facility location(s) for mail room, Customer contact center, and Key Staff. The Respondent shall include specific proposed locations (full address(es)), with special consideration of proximity to the Agency. The Respondent shall describe its approach to establishing locations that satisfy the requirements in Attachment B, Scope of Services, Section B.13 – Facilities and Service Location(s).

Response:

SRC #20 Evaluation Criteria:

- 1. The adequacy of the Respondent's selection criteria/approach for its proposed facility location selection(s).
- 2. The adequacy of the Respondent's proposed facility location in terms of its proximity to Tallahassee and other Agency headquarter cities in Florida, and the benefits of the proposed locations to the State of Florida.
- 3. The adequacy of the Respondent's demonstrated ability to meet the facility requirements specified in the solicitation.

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

Respondent Name:

SRC #21 – TURNOVER PLAN

The Respondent shall demonstrate its capability to fulfill the turnover and project close out requirements described in Attachment B, Scope of Services, Section B.14 – Vendor Turnover. The Respondent shall submit a sample Turnover Plan specifying how the Respondent will provide assistance in turning over all artifacts in its possession, as it relates to the contract, in the event of contract expiration or termination for any reason. The Respondent shall include a detailed description of its proposed processes and approach to turnover planning including:

- a. Providing the Turnover Plan deliverable to the Agency within the agreed-upon timeframe;
- b. An overview of the support the Respondent will provide for the turnover activities described in the solicitation;
- c. Approach to identifying and submitting all records, files, methodologies, data, and any supplemental documentation that the Agency would require to continue services;
- d. Resources and training that would be required by the Agency or another FX Vendor to take over operation of the project;
- e. Coordinating tasks and activities with the incoming UOC Vendor, upon Agency request; and
- f. Providing the Agency with a turnover results report documenting completion of all tasks at each step of the turnover plan.

Response:

SRC #21 Evaluation Criteria:

Score: No points will be awarded for Turnover Plan.

Respondent Name:

SRC #22 – OPERATIONS AND MAINTENANCE

The Respondent shall demonstrate its proposed approach and capability to maintain the day-to-day functions of the implemented UOC Vendor's Solution and support the UOC technical and business operations specified in Attachment B, Scope of Services, Section B.10 –Operations and Maintenance Requirements using best practices. At a minimum, the description shall include the Respondent's proposed approach to providing ongoing UOC Vendor services and support of the UOC Vendor Solution per the requirements of this solicitation. The description shall include, at a minimum:

- a. The Respondent's proposed UOC Vendor Solution maintenance, defect management correction, configuration updates, enhancements, best practices solutions, scheduled maintenance, testing, and release management processes and approaches;
- b. The Respondent's proposed approach to developing and implementing a training plan to successfully meet the requirements specified in this solicitation;
- c. The Respondent's proposed approach to providing the UOC Vendor's Solution warranty to successfully meet the requirements specified in this solicitation;
- d. The Respondent's proposed incident management approach and process; and
- e. The Respondent's proposed process and approach to disposition activities for any systems decommissioned during the term of the Contract.

Response:

SRC #22 Evaluation Criteria:

- The adequacy of the Respondent's UOC Operations and Maintenance approach in terms of meeting the requirements specified in ITN Attachment B, Scope of Services, Section B.10 – Operations and Maintenance.
- 2. The adequacy of the Respondent's approach to ongoing UOC Solution maintenance activities, including defect management, testing, solution configuration management, integration, and change process.
- 3. The adequacy of the Respondent's training approach.
- 4. The adequacy of the Respondent's proposed approach to providing warranty activities.
- 5. The adequacy of the Respondent's proposed Operations and Maintenance Manual.
- 6. The adequacy of the Respondent's Incident Management approach and process.
- 7. The adequacy of the Respondent's proposed approach to managing and assisting with system disposition activities.

Score: This Section is worth a maximum of 35 raw points with each of the above components being worth a maximum of 5 points each.

Respondent Name:

SRC #23 – IMPLEMENTATION AND TRANSITION APPROACH

The Respondent shall demonstrate its experience successfully transitioning (taking over) technology and business services solutions from an incumbent FX Vendor for services similar in nature to those described in Attachment B, Scope of Services, Section 7 – Transition / Design, Development, and Implementation, of this solicitation. At a minimum, the Respondent shall demonstrate the following:

- a. Experience implementing large, complex, multi-stage technology and services projects in a multi-vendor environment, using an innovative, best practices approach;
- b. Approach to effective Organizational Change Management per the requirements in Attachment B, Scope of Services, Section B.7.2 Organizational Change Management (OCM) of this solicitation; and
- c. Capability and approach to successful staff training and knowledge management.

Response:

SRC #23 Evaluation Criteria:

- 1. The adequacy of the Respondent's demonstrated experience with and articulation of successful business services and technology transition practices and outcomes.
- 2. The adequacy of the Respondent's best practices and experience implementing large, complex, multi-stage technology and services projects in a multi-vendor environment, using an innovative best practices approach.
- 3. The adequacy of the Respondent's proposed approach to Operational Change Management and demonstrated ability to meet the requirements in Attachment B, Scope of Services, Section B.7.2 Organizational Change Management (OCM) of this solicitation.
- 4. The adequacy of the Respondent's approach to staff training and knowledge management, including its ability to work with subcontractor vendors.

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

Respondent Name:

SRC #24 – GENERAL UOC PRODUCT DEMO

The Respondent shall provide a high-level preview of its proposed UOC solution that introduces the Agency to its base functionality. The Respondent shall submit with its Response one (1) thumb drive containing one (1) or more high-level, recorded demos of its end-to-end, integrated solution that demonstrates functionality relevant to that required by the Agency for the UOC operations, as specified in ITN Attachment B, Scope of Services. The demo(s) may include video demonstrations of workflows, screen shots, and other content as deemed appropriate to demonstrate the ability of the Respondent's proposed solution to meet the Agency's UOC business and technical requirements specified in ITN Attachment B, Scope of Services, Section B.8.11, Platform Infrastructure Components.

NOTE: The Agency intends to request additional, detailed solution demonstrations as part of the negotiation process.

<u>Examples</u> of demo scenarios the Respondent may consider include, but are not be limited to:

- 1. Functionality a call center representative might use to support a customer inquiry from request to resolution, such as logging into the CRM, accessing the Knowledge Management System to identify articles that are supportive in resolving the issue, communicating via chat sessions, issue escalation, resolution and providing follow-up communications;
- 2. Functionality used to assist a Recipient searching for health plan options;
- 3. Functionality used to escalate a Provider issue to the Provider Services Module Vendor;
- 4. CRM routing process(es); and
- 5. Help request intake, processing and resolution.

Response:

SRC #24 Evaluation Criteria:

- 1. The demonstrated adequacy of the solution's functionality in terms of how well it relates to the Agency's UOC business process needs, as described in ITN Attachment B, Scope of Services.
- 2. The demonstrated adequacy of the solution's functionality in terms of how well it meets the UOC technical requirements of the Agency, as described in ITN Attachment B, Scope of Services.
- 3. The solution's demonstrated ease of use, intuitiveness and navigation.

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.

| RESP | ONDENT | NAME: | |
|-------------|--------|-------|--|
| | | | |

For Implementation costs related to the Unified Operations Center (UOC), the Vendor shall be paid based on the deliverables presented in Attachment B, Exhibit B-1, Section 2, List of Payment Deliverables. Cost presented should be all inclusive, and the Vendor shall provide estimated hours and hourly costs for all resources supporting the deliverable(s).

Under the base seven-year contract the Agency anticipates an initial design and development period, followed by Operations and Maintenance (O&M) for the remainder of the seven year contract. The vendor should present an estimated timeframe for the initial design and development period, and monthly O&M will begin thereafter. This contract arrangement will also allow for up to seven renewal years. All costs presented in the tables below should represent accurate summations of the cost detail presented in Attachment A, Exhibit A-5-a.

- 1. Where indicated in **Table A**, Fixed Price Deliverables below, the Respondent shall propose a fixed, total cost to complete all fixed price deliverables as specified in Attachment B, Exhibit B-1, Section 1.b. This price is inclusive of all costs across the staged updated/revisions of each deliverable.
- **2.** Where indicated in **Table B**, Year One Operations below, the Respondent shall provide the annual sum for the fixed component of the monthly cost for Year One Operations.
- **3.** Where indicated in **Table C**, Year Two Operations below, the Respondent shall provide the annual sum of the fixed monthly cost for Year Two Operations.
- **4.** Where indicated in **Table D**, Year Three Operations below, the Respondent shall provide the annual sum for the fixed component of the monthly cost for Year Three Operations.
- **5.** Where indicated in **Table E**, Year Four Operations below, the Respondent shall provide the annual sum for the fixed component of the monthly cost for Year Four Operations.
- Where indicated in **Table F**, Year Five Operations below, the Respondent shall provide the annual sum for the fixed component of the monthly cost for Year Five Operations.
- 7. Where indicated in **Table G**, Year Six Operations below, the Respondent shall provide the annual sum for the fixed component of the monthly cost for Year Six Operations.
- **8.** Where indicated in **Table H**, Year Seven Operations below, the Respondent shall provide the annual sum for the fixed component of the monthly cost for Year Seven Operations.
- **9.** Where indicated in **Table I**, Stage 4 O&M Additional or Reduced Resource Charges below, the Respondent shall provide the monthly Additional or Reduced Resource Charges based on changes in the populations served by the UOC.
- 10. Where indicated in **Table J**, Renewal Year One Operations below, the Respondent shall provide the annual sum for the fixed component of the monthly cost for Renewal Year One Operations.
- 11. Where indicated in **Table K**, Renewal Year Two Operations below, the Respondent shall provide the annual sum for the fixed component of the monthly cost for Renewal Year Two Operations.

- 12. Where indicated in **Table L**, Renewal Year Three Operations below, the Respondent shall provide the annual sum for the fixed component of the monthly cost for Renewal Year Three Operations.
- Where indicated in **Table M**, Renewal Year Four Operations below, the Respondent shall provide the annual sum for the fixed component of the monthly cost for Renewal Year Four Operations.
- **14.** Where indicated in **Table N**, Renewal Year Five Operations below, the Respondent shall provide the annual sum for the fixed component of the monthly cost for Renewal Year Five Operations.
- 15. Where indicated in **Table O**, Renewal Year Six Operations below, the Respondent shall provide the annual sum for the fixed component of the monthly cost for Renewal Year Six Operations.
- Where indicated in **Table P**, Renewal Year Seven Operations below, the Respondent shall provide the annual sum for the fixed component of the monthly cost for Renewal Year Seven Operations.
- 17. The Respondent shall not provide a pricing range in **Exhibit A-5** or **Exhibit A-5-a**. Supplemental documentation for **Exhibit A-5** or **Exhibit A-5-a** will not be accepted. The Agency will not agree to caveats in the proposed prices within **Exhibit A-5** and **Exhibit A-5-a**.
- 18. The Respondent must include the required **Exhibit A-5-a**, Detailed Budget, with this cost proposal to support and justify its proposed total deliverable costs, the fixed price component of each of its proposed seven (7) annual operational year costs, and the fixed price component of each of its proposed three (7) annual renewal year operational costs. The exhibit will also include the vendors' monthly Additional or Reduced Resource Charges based on changes in the populations served by the UOC Vendor for each stage of operations.

| TABLE A – Fixed Price Deliverables Total | | | | | | | |
|---|------------------|--|--|--|--|--|--|
| Proposed Fixed One-Time Deliverables | \$ | | | | | | |
| TABLE B – Year One Operations & Mai | ntenance | | | | | | |
| Proposed Year One Fixed Annual Cost | \$ | | | | | | |
| TABLE C – Year Two Operations & Mai | ntenance | | | | | | |
| Proposed Year Two Fixed Annual Cost | \$ | | | | | | |
| TABLE D – Year Three Operations & Ma | intenance | | | | | | |
| Proposed Year Three Fixed Annual Cost | \$ | | | | | | |
| TABLE E – Year Four Operations & Mai | ntenance | | | | | | |
| Proposed Year Four Fixed Annual Cost | \$ | | | | | | |
| TABLE F – Year Five Operations & Mai | ntenance | | | | | | |
| Proposed Year Five Fixed Annual Cost | \$ | | | | | | |
| TABLE G – Year Six Operations & Main | ntenance | | | | | | |
| Proposed Year Six Fixed Annual Cost | \$ | | | | | | |
| TABLE H – Year Seven Operations & Ma | intenance | | | | | | |
| Proposed Year Seven Fixed Annual Cost | \$ | | | | | | |
| TABLE I – Stage 4 O&M Additional or Reduced I | Resource Charges | | | | | | |
| Stage 4 ARCMR | \$ | | | | | | |
| Stage 4 RRCMR | \$ | | | | | | |
| Stage 4 ARCMAP | \$ | | | | | | |
| Stage 4 RRCMAP | \$ | | | | | | |
| Stage 4 ARCPFL | \$ | | | | | | |
| Stage 4 RRCPFL | \$ | | | | | | |

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

| TABLE J – Renewal Year One Operations | | | | | | | |
|---|---------|--|--|--|--|--|--|
| Proposed Renewal Year One Fixed Annual Cost | \$ | | | | | | |
| TABLE K – Renewal Year Two Opera | ations | | | | | | |
| Proposed Renewal Year Two Fixed Annual Cost | \$ | | | | | | |
| TABLE L – Renewal Year Three Oper | ations | | | | | | |
| Proposed Renewal Year Three Fixed Annual Cost | \$ | | | | | | |
| TABLE M – Renewal Year Four Oper | ations | | | | | | |
| Proposed Renewal Year Four Fixed Annual Cost | \$ | | | | | | |
| TABLE N – Renewal Year Five Opera | ations | | | | | | |
| Proposed Renewal Year Five Fixed Annual Cost | \$ | | | | | | |
| TABLE O – Renewal Year Six Opera | itions | | | | | | |
| Proposed Renewal Year Six Fixed Annual Cost | \$ | | | | | | |
| TABLE P – Renewal Year Seven Oper | rations | | | | | | |
| Proposed Renewal Year Seven Fixed Annual Cost | \$ | | | | | | |

| Respondent Name | |
|--|---|
| Authorized Official Signature | Date |
| Authorized Official Printed Name | |
| Authorized Official Title | |
| The Agency will not evaluate cost as part of | f the evaluation and scoring process. |
| Failure to submit, Exhibit A-5, Cost Propos | al, signed by an authorized official may result |

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in the rejection of response.

For Implementation costs related to the Unified Operations Center (UOC), the Vendor shall be paid based on the deliverables presented in Attachment B, Exhibit B-1, Section 2, List of Payment Deliverables. Cost presented should be all inclusive, and the Vendor shall provide estimated hours and hourly costs for all resources supporting the deliverable(s). Under the base seven year contract the Agency anticipates an initial design and development period, followed by Operations and Maintenance (O&M) for the remainder of the seven year contract. The vendor should present an estimated timeframe for the initial design and development period, and monthly O&M will begin thereafter. This contract arrangement will also allow for up to seven renewal years.

The Vendor shall provide costs associated with each Deliverable in Attachment A, Instructions and Special Conditions, Exhibit A-5-a, Detailed Budget.

For the deliverable titled **PD-6: Bill of Materials**, costs shall be presented for the effort to conduct the work at a fixed price and for the Bill of Materials. The Agency will determine whether the items on the Bill of Materials will be purchased and paid as a cost reimbursement to the Vendor, or whether the items will be purchased directly by the Agency. For those items purchased by the Vendor, these materials are to be purchased for and licensed to the Agency. Actual expenditures for specified items made on the Agency's behalf will be reimbursed without profit or overhead for the term of the resulting Contract.

The cost sum of the deliverables under the category of Project Planning Deliverables cannot exceed more than fifteen percent (15%) of the cost of the Total Fixed Price Deliverables as shown in **Attachment A**, Instructions and Special Conditions, **Exhibit A-5-a**, Detailed Budget.

For all fixed price deliverables, except PD-19: Vendor Turnover Plan, the Agency will pay the Vendor upon the completion and acceptance of deliverables in accordance with the deliverable schedule specified in the resulting Contract. Upon receipt and Agency approval of each deliverable, the Vendor shall be paid ninety-five percent (95%) of the total amount due for the deliverable. The Agency will pay the Vendor the remaining five percent (5%) for all satisfactorily completed deliverables upon completion of the warranty term.

1. Monthly Fixed Price Costs for Operations and Maintenance (O&M):

The UOC Vendor shall provide their monthly fixed price cost for ongoing O&M of the UOC Solution as outlined in the requirements in **Attachment B, Section B.3.F.3.h.**, Operations and Maintenance.

2. Fixed Price Task Orders:

Excluding the staged Deliverables and fixed price costs for ongoing O&M as described in **Sections B.3.F.3.h.**, the Vendor may be asked to incorporate new FX projects into the UOC Solution or additional areas of scope, provide major software updates (outside the scope of normal O&M), and provide services as described within this Contract, 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; specific fixed price deliverables, milestones and delivery dates; bill of materials, which will be purchased as a cost reimbursement to the Agency and paid as a cost reimbursement to the Vendor. 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 and reduced to writing in the form of a change order to the task order. Task orders shall be paid on a fixed price deliverable basis. The format and processes associated with task orders shall be developed during contract initiation activities.

The following proposed detailed budget shall include costs required for providing the services specified in this solicitation, including Project Close Out costs, and shall support and justify the costs as provided in Exhibit A-5, Cost Proposal.

The PD column refers to the list of deliverables in Attachment B, Exhibit B-1, Section 2. Record costs in unshaded cells only. Costs in the TOTAL column should be inclusive of the initial deliverable submission costs and all future staged updates/revisions. The sum of the deliverables for Project Planning costs cannot exceed fifteen percent (15%) of the total cost of the Fixed Price Deliverables.

Given variable cost Additional or Reduced Resource Charges cannot be determined until operations begin the summary Operations and Maintenance (O&M) table below will only include the Fixed Costs element of O&M costs. The Exhibit A-5, Cost Proposal will also include the monthly Additional or Reduced Resource Charge tables for Stage 4 O&M as a frame of reference so that table is included below on the summary tab as well.

| | TOTAL |
|---|--------------|
| | |
| Project Planning | |
| PD-1: Project Management Plan (Includes Vendor Resource | \$0.00 |
| Management Plan) | φ0.00 |
| PD-2: Project Schedule | \$0.00 |
| PD-3: High-Level Technical Design | \$0.00 |
| PD-4: System Security Plan | \$0.00 |
| Requirements | |
| PD-5: Requirements Document | \$0.00 |
| Hardware & Software | |
| PD-6: Bill of Materials | |
| Design, Configure, Build, Test | |
| PD-7: Completed Requirements Traceability Matrix | \$0.00 |
| PD-8: System Design Document (Architecture Specifications) | \$0.00 |
| PD-9: Implementation Plan/Software Release Plan | \$0.00 |
| PD-10: Contingency Plan (for Disaster Recovery and Business Continuity) | \$0.00 |
| PD-11: Test Plan | \$0.00 |
| PD-12: Customer Experience Blueprint | \$0.00 |
| Training | 70.00 |
| PD-13: Organizational Change Management (includes Training | \$0.00 |
| Plan) | ф0 00 |
| PD-14: Operations and Maintenance Manual Implementation | \$0.00 |
| PD-15: Production Readiness Review and Stage Gate Review | \$0.00 |
| PD-16: Post Implementation Report | \$0.00 |
| PD-17: Warranty Completion Report | \$0.00 |
| PD-18: Annual Operational Analysis | Unpaid |
| Project Close Out | Deliverable |
| PD-19: Vendor Turnover Plan | \$0.00 |
| TOTAL FIXED PRICE DELIVERABLES | \$0.00 |

| | YEAR ONE | YEAR TWO | YEAR THREE | YEAR FOUR | YEAR FIVE | YEAR SIX | YEAR SEVEN | TOTAL |
|--|----------|----------|------------|-----------|-----------|----------|------------|--------|
| FIXED PRICE O&M | | | | | | | | |
| Estimated Annual Fixed Price (From Fixed_Variable Monthly O&M tab) | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

| Stage 4 Additional Resource Charges (ARC) / Reduced Resource Charges (RRC) | Stage 4 ARCMR TOTAL | \$0.00 Stage 4 RRCMR | \$0.00 | | \$0.00 Stage 4 RRCMAP TOTAL | \$0.00 | | \$0.00 | Stage 4 RRCPFL | \$0.00 |
|--|------------------------|----------------------|--------|-------|-----------------------------|--------|-------|--------|-------------------|--------|
| , , , , , , , , , , , , , , , , , , , | | | | TOTAL | | | TOTAL | | TOTAL | i |

For staged deliverables, provide detailed cost information supporting the total cost provided in the Summary tab. Costs shall include roles, hourly rates by role, hours by role, and total cost by role. Role titles are provided as examples. The respondent should add or remove role titles as necessary to reflect their proposed staffing for the deliverable. If additional roles are needed, insert rows. Hourly rates should reflect exactly the rate described in the Hourly Rates tab that corresponds with the correct role. Tables have been provided to update/validate the deliverables by stage but the vendor should strive to make each deliverable as complete as possible for the full implementation in its first iteration. Stages are defined in Attachment B, Scope of Services, Section B.7. - Transition / Design, Development and Deliverables.

| Staged Deliverables | | Stage 1 & 2 | | | Stage 3 | | | Stage 4 | | |
|--|--|-------------|-------|--------|-------------|-------|--------|-------------|-------|--------|
| PAYMENT DELIVERABLE TITLE | ROLE | HOURLY RATE | HOURS | TOTAL | HOURLY RATE | HOURS | TOTAL | HOURLY RATE | HOURS | TOTAL |
| Project Planning | | | | | | | | | | |
| PD-1: Project Management Plan (Includes Vendor Resource Management Plan) | TBD Role | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| Resource Management Flam | TBD Role | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| | TBD Role | | | \$0.00 | | | \$0.00 | | + | \$0.00 |
| | Add additional rows for additional roles | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| TOTAL | raa aaamona rono tor aaamona rotoom | | - | \$0.00 | | - | \$0.00 | | - | \$0.00 |
| PD-2: Project Schedule | TBD Role | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| • | TBD Role | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| | TBD Role | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| | Add additional rows for additional roles | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| TOTAL | | | - | \$0.00 | | - | \$0.00 | | - | \$0.00 |
| PD-3: High-Level Technical Design | TBD Role | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| | TBD Role | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| | TBD Role | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| | Add additional rows for additional roles | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| TOTAL | | | - | \$0.00 | | - | \$0.00 | | - | \$0.00 |
| PD-4: System Security Plan | TBD Role | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| | TBD Role | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| | TBD Role | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| | Add additional rows for additional roles | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| TOTAL | | | - | \$0.00 | | - | \$0.00 | | - | \$0.00 |
| Requirements | | | | | | | | | | |
| PD-5: Requirements Document | TBD Role | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| | TBD Role | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| | TBD Role | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| | Add additional rows for additional roles | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| TOTAL | | | - | \$0.00 | | - | \$0.00 | | | \$0.00 |
| Hardware and Software | | | | | | | | | | |
| PD-6: Bill of Materials (See Bill of Materials Tab) | | | | | | | | | | |
| Design, Configure, Build, Test | | | | | | | | | | |
| PD-7: Completed Requirements Traceability Matrix | TBD Role | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| | TBD Role | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| | TBD Role | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| | Add additional rows for additional roles | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| TOTAL | | | - | \$0.00 | | - | \$0.00 | | - | \$0.00 |
| PD-8: System Design Document (Architecture | TBD Role | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| Specifications) | | | | | | | | | | |
| | TBD Role | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| | TBD Role | | | \$0.00 | | | \$0.00 | | | \$0.00 |

| | Add additional rows for additional roles | 7 | \$0.00 | I I | \$0.00 | 1 1 |
|--|--|----------|------------------|-----|--------|----------|
| TOTAL | raa aaansina rono ioi aaansina rono | - | \$0.00 | - | \$0.00 | - |
| | | | | | | 1 |
| PD-9: Implementation Plan/Software Release Plan | TBD Role | | \$0.00 | | \$0.00 | |
| | TBD Role | | \$0.00 | | \$0.00 | |
| | TBD Role | | \$0.00 | | \$0.00 | |
| | Add additional rows for additional roles | | \$0.00 | | \$0.00 | |
| TOTAL | | - | \$0.00 | - | \$0.00 | - |
| PD-10: Contingency Plan (for Disaster Recovery and | TBD Role | | \$0.00 | | \$0.00 | |
| Business Continuity) | I BD Role | | \$0.00 | | · · | |
| | TBD Role | | \$0.00 | | \$0.00 | |
| | TBD Role | | \$0.00 | | \$0.00 | |
| | Add additional rows for additional roles | | \$0.00 | | \$0.00 | |
| TOTAL | | - | \$0.00 | - | \$0.00 | - |
| PD-11: Test Plan | TBD Role | | \$0.00 | | \$0.00 | |
| | TBD Role | | \$0.00 | | \$0.00 | |
| | TBD Role | | \$0.00 | | \$0.00 | |
| | Add additional rows for additional roles | | \$0.00 | | \$0.00 | |
| TOTAL | | - | \$0.00 | - | \$0.00 | - |
| PD-12: Customer Experience Blueprint | TBD Role | | \$0.00 | | \$0.00 | |
| | TBD Role | | \$0.00 | | \$0.00 | |
| | TBD Role | | \$0.00 | | \$0.00 | |
| | Add additional rows for additional roles | | \$0.00 | | \$0.00 | |
| TOTAL | | - | \$0.00 | - | \$0.00 | - |
| Training | | <u> </u> | | | | |
| PD-13: Organizational Change Management | | | | | | |
| (includes Training Plan) - Developed and Delivered | | | | | | |
| Iteratively as Organized Below | | | | | | |
| Component #1: PD-13a: Project Level Stakeholder | | | | | | |
| Analysis and Change Plan | TBD Role | | \$0.00 | | \$0.00 | |
| , - 3 | TBD Role | | \$0.00 | | \$0.00 | |
| | TBD Role | | \$0.00 | | \$0.00 | |
| | Add additional rows for additional roles | | \$0.00 | | \$0.00 | |
| Component #2: PD-13b: Communications Approach | | | \$0.00 | | φυ.υυ | |
| and Plan | TBD Role | | \$0.00 | | \$0.00 | |
| and i lan | TBD Role | | \$0.00 | | \$0.00 | |
| | TBD Role | | \$0.00 | | \$0.00 | |
| | Add additional rows for additional roles | | \$0.00 | | \$0.00 | |
| | | | 1 | | | |
| Component #3: PD-13c: Training Approach and Plan | TBD Role | | \$0.00 | | \$0.00 | |
| | TBD Role | | \$0.00 | | \$0.00 | |
| | TBD Role | | \$0.00 | | \$0.00 | |
| | Add additional rows for additional roles | | \$0.00 | | \$0.00 | |
| Component #4: PD-13d: Training Materials | TBD Role | 1 | \$0.00 | | \$0.00 | † |
| , | TBD Role | 1 | \$0.00 | | \$0.00 | † |
| | TBD Role | | \$0.00 | | \$0.00 | <u> </u> |
| | Add additional rows for additional roles | 1 | \$0.00 | | \$0.00 | † |
| Component #5: DD 120: Training Delivery | | | | | \$0.00 | |
| Component #5: PD-13e: Training Delivery | TBD Role | | \$0 OO | | | |
| Component #5: PD-13e: Training Delivery | TBD Role | | \$0.00 \$0.00 | | | |
| Component #5: PD-13e: Training Delivery | TBD Role | | \$0.00 | | \$0.00 | |
| Component #5: PD-13e: Training Delivery | | | | | | |

| PD-14: Operations and Maintenance Manual | TBD Role | 1 1 | \$0.00 | | \$0.00 | \$0.00 |
|--|--|-----|--------|---|--------|----------|
| | TBD Role | | \$0.00 | | \$0.00 | \$0.00 |
| | TBD Role | | \$0.00 | | \$0.00 | \$0.00 |
| | Add additional rows for additional roles | | \$0.00 | | \$0.00 | \$0.00 |
| TOTAL | | - | \$0.00 | - | \$0.00 | - \$0.00 |
| Implementation | | | | | | |
| PD-15: Production Readiness Review and Stage Gate Review | TBD Role | | \$0.00 | | \$0.00 | \$0.00 |
| | TBD Role | | \$0.00 | | \$0.00 | \$0.00 |
| | TBD Role | | \$0.00 | | \$0.00 | \$0.00 |
| | Add additional rows for additional roles | | \$0.00 | | \$0.00 | \$0.00 |
| TOTAL | | - | \$0.00 | - | \$0.00 | - \$0.00 |
| PD-16: Post Implementation Report | TBD Role | | \$0.00 | | \$0.00 | \$0.00 |
| | TBD Role | | \$0.00 | | \$0.00 | \$0.00 |
| | TBD Role | | \$0.00 | | \$0.00 | \$0.00 |
| | Add additional rows for additional roles | | \$0.00 | | \$0.00 | \$0.00 |
| TOTAL | | - | \$0.00 | - | \$0.00 | - \$0.00 |
| PD-17: Warranty Completion Report | TBD Role | | \$0.00 | | \$0.00 | \$0.00 |
| | TBD Role | | \$0.00 | | \$0.00 | \$0.00 |
| | TBD Role | | \$0.00 | | \$0.00 | \$0.00 |
| | Add additional rows for additional roles | | \$0.00 | | \$0.00 | \$0.00 |
| TOTAL | | - | \$0.00 | - | \$0.00 | - \$0.00 |
| PD-18: Annual Operational Analysis (Due annually but not a paid deliverable) | | | | | | |
| TOTAL | | - | \$0.00 | - | \$0.00 | - \$0.00 |

For the Bill of Materials, provide a bill of materials total, which shall be detailed in the table titled *Bill* of *Materials Detail*. In the Bill of Materials Detail table, provide a detailed item description, count, cost and total for each item in the stage where it will be needed. If additional items are needed, insert rows. The respondent is responsible for ensuring that all formulas in the Detailed Budget are correct and totals are accurate.

For the PD-6 Deliverable, please also provide detailed cost information supporting the total cost to develop the Bill of Materials deliverable. Tables have been provided to update/validate the Bill of Materials by stage, but the vendor should stive to deliver a Bill of Materials that is as complete as possible for the full implementation in its first iteration. Costs shall include roles, hourly rates by role, hours by role, and total cost by role. Role titles are provided as examples. The respondent should add or remove role titles as necessary to reflect their proposed staffing for the deliverable. If additional roles are needed, insert rows. Hourly rates should reflect exactly the rate described in the Hourly Rates tab that corresponds with the

| مامع |
|----------|
| |

| COMPOST NO IO | | Stag | Stage 1 & 2 Stage 3 Stage 4 | | Stage 3 | | Stage 4 | | | |
|--------------------------|---|-------------|-----------------------------|--------|-------------|-------|---------|-------------|-------|--------|
| | | HOURLY RATE | HOURS | TOTAL | HOURLY RATE | HOURS | TOTAL | HOURLY RATE | HOURS | TOTAL |
| PD-6: Bill of Materials | TBD Role | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| | TBD Role | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| | TBD Role | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| | Add additional rows for additional roles… | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| TOTAL | | | - | \$0.00 | | - | \$0.00 | | - | \$0.00 |
| Hardware & Software | | Stag | ge 1 &2 | | Stag | ge 3 | | Sta | ge 4 | |
| BILL OF MATERIALS DETAIL | ITEM DESCRIPTION | COUNT | COST | TOTAL | COUNT | COST | TOTAL | COUNT | COST | TOTAL |
| Bill of Materials Detail | | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| | | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| | | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| | | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| | | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| | | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| | | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| | | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| | | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| | | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| TOTAL | | | | \$0.00 | | | \$0.00 | | | \$0.00 |

For PD-19: Turnover Plan, provide detailed cost information supporting the total cost provided in the Summary tab including roles, hourly rates by role, hours by role, and total cost by role. Role titles are provided as examples. The respondent should add or remove role titles as necessary to reflect their proposed staffing for the deliverable. If additional roles are needed, insert rows. The respondent is responsible for ensuring that formulas are correct and totals are accurate.

| Project Planning | | | | |
|---|--|-------------|-------|--------|
| ONE TIME DELIVERABLE TITLE | ROLE | HOURLY RATE | HOURS | TOTAL |
| PD-19: Vendor Turnover Plan (Due 12 months prior to contract end) | TBD Role | | | \$0.00 |
| | TBD Role | | | \$0.00 |
| | TBD Role | | | \$0.00 |
| | Add additional rows for additional roles | | | \$0.00 |
| TOTAL | | | - | \$0.00 |

For Stage 5 Optional Future Task Order (TO) pricing estimates, provide detailed cost information to support future TO pricing negotiations. Costs shall include roles, hourly rates by role, hours by role, and total cost by role. Role titles are provided as examples. The respondent should add or remove role titles as necessary to reflect their proposed staffing for the deliverable. If additional roles are needed, insert rows. The respondent is responsible for ensuring that all formulas in the Detailed Budget are correct and totals are accurate. Simple TOs shall be implemented within thirty (30) business days of approval to begin construction, TOs of Medium complexity shall be implemented within Ninety (90) business days of approval to begin construction.

| DELIVERABLE TITLE | ROLE | HOURLY RATE | HOURS | TOTAL | HOURLY RATE | HOURS | TOTAL | HOURLY RATE | HOURS | TOTAL |
|--|--|----------------|--------|--------|----------------|-----------|--------|----------------|---------|--------|
| Future Modules / Agency Business Area UC | DC Support | | | | Co | omplexity | | | | |
| | | | Simple | | | Medium | | | Complex | |
| Unspecified Future FX Module | TBD Role | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| | TBD Role | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| | TBD Role | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| | Add additional rows for additional roles | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| Future Modules / Agency Business Area UC | OC Support | | | | Co | omplexity | | | | |
| | | | Simple | | | Medium | | | Complex | |
| Unspecified Additional Agency Business Area | TBD Role | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| | TBD Role | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| | TBD Role | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| | Add additional rows for additional roles | | | \$0.00 | | | \$0.00 | | | \$0.00 |
| TOTAL | | | - | - | | - | - | | - | - |

Provide the detail to support the proposed monthly fixed price and variable price adjustments by month for Operations and Maintenance (O&M) for both the initial seven (7) year term and the potential seven (7) renewal years. Input data in unshaded cells only for the role, the hourly rates and the number of estimated monthly hours. The respondent is responsible for ensuring that formulas are correct and totals are accurate.

Costs shall include roles, hourly rates by role, hours by role, and total cost by role. Insert role titles to correspond with the HOURLY RATES tab. The respondent should add or remove the appropriate role titles as necessary to reflect their proposed operational staffing plan. If additional roles are needed, insert rows.

Vendors should begin by establishing a monthly Fixed Fee for Unified Operations Center (UOC) services for each stage of operations (2, 3, and 4). As additional business processes will be implemented in the UOC for each stage, intuitively the Fixed Fee will increase with each stage.

The required resources to operate the UOC will vary based on the size of the populations it serves. Therefore, the monthly Fixed Fee for UOC services shall be subject to adjustment based on variable changes in the populations served by the UOC (the Florida Medicaid recipient population level, the active enrolled Medicaid provider population level (excluding out-of-state and group providers), and the Florida licensed facility provider population level). Vendors should consult historical variations in these three populations that will be served by the UOC and build this analysis into your pricing assumptions based on the anticipated service needs (contact center touchpoints, business processes, or mail activity) required by each population.

A table is included below to provide detail related to Additional and Reduced Resource Charges to account for variation in these provider and recipient population levels. The base Florida Medicaid recipient population level, the Florida Medicaid Active Enrolled provider population level (excluding out-of-state and group providers), and the Florida Provider Facility Licensure population level are provided, and correspond with the levels from May 2021. When a deviation of +/- 5% is met for the Medicaid recipient population or the Florida Medicaid Active Enrolled provider population levels that will trigger either Additional or Reduced Resource Charges. When a deviation of +/- 7% is met for the Provider Facility Licensure population that will trigger either Additional or Reduced Resource Charges. If the population deviation meets twice the indicated level (+/- 10% for the Medicaid recipient population and the Florida Medicaid Active Enrolled provider population, or +/- 14% for the Provider Facility Licensure population) that will result in twice the Additional or Reduced Resource Charges, etc. Please complete the Additional and Reduced Resource Charges tables below for each operational stage to indicate how monthly fees should be increased or reduced based on the indicated increases or decreases in these populations. If the population deviation for either the Medicaid recipient population, the Florida Medicaid Active Enrolled provider population, or the provider population ever reaches three times the indicated base population level for three months in a six-month period, this will trigger mutual negotiations between the Agency and Vendor to identify new base population levels and the associated monthly Fixed Fee for UOC services.

For Stage 2 only the Florida Medicaid Active Enrolled provider population and the Florida Provider Facility Licensure population levels are relevant for calculating resource charge adjustments. All populations are relevant for calculating resource charge adjustments for Stages 3 and 4. The anticipated start date that corresponds to Scope of Services, Section B.7.1 High-Level Implementation Plan for each stage is provided as well.

| Base UOC Populations Levels from May 2021 | |
|---|-----------|
| Florida Medicaid Recipient Base Population | 4,649,833 |
| Florida Medicaid Active Enrolled Provider Populations | 163,561 |
| Florida Provider Facility Licensure Base Population | 45,942 |

| Stage 2 anticipated to start in month 9 according to the 2.1.2 High-Level Implementation Plan | | | |
|--|-------------|-------|--------|
| STAGE 2 BASE VOLUME ANCHORED MONTHLY FIXED FEE COST | HOURLY RATE | HOURS | TOTAL |
| TBD Role | | | \$0.00 |
| TBD Role | | | \$0.00 |
| TBD Role | | | \$0.00 |
| Add additional rows for additional roles… | | | \$0.00 |
| STAGE 2 - MONTHLY FIXED PRICE | | | |
| | | | |
| Stage 3 anticipated to start in month 20 according to the 2.1.2 High-Level Implementation Plan | | | |
| STAGE 3 BASE VOLUME ANCHORED MONTHLY FIXED FEE COST | HOURLY RATE | HOURS | TOTAL |
| TBD Role | | | \$0.00 |
| TBD Role | | | \$0.00 |
| TBD Role | | | \$0.00 |
| Add additional rows for additional roles | | | \$0.00 |
| STAGE 3 - MONTHLY ADDITIONAL FIXED PRICE | | | |
| | | | |
| Stage 4 anticipated to start in month 32 according to the 2.1.2 High-Level Implementation Plan | | | |
| STAGE 4 BASE VOLUME ANCHORED MONTHLY FIXED FEE COST | HOURLY RATE | HOURS | TOTAL |
| TBD Role | | | \$0.00 |
| TBD Role | | | \$0.00 |
| TBD Role | | | \$0.00 |
| Add additional rows for additional roles | | | \$0.00 |
| | | | |

STAGE 4 - MONTHLY ADDITIONAL FIXED PRICE

To estimate annual fixed price O&M the vendor should make assumptions about when their various implementation milestones will occur. For example, the first O&M costs will be incurred as Stage 2 goes live. Stage 2 is anticipated to start in month 9 according to the 2.1.2 High-Level Implementation Plan. If the vendor implementation plan is consistent with the 2.1.2 High-Level Implementation Plan then Stage 2 O&M costs would begin in month 9 of year 1. The vendor should transition to Stage 3, and Stage 4 O&M costs in the tables below based on their anticipated implementation dates for those respective phases.

| | ANNUAL FIXED PRICE O&M (YEAR 1) | STAGE | TOTAL |
|----------|---------------------------------|-------|-------|
| Month 1 | | | |
| Month 2 | | | |
| Month 3 | | | |
| Month 4 | | | |
| Month 5 | | | |
| Month 6 | | | |
| Month 7 | | | |
| Month 8 | | | |
| Month 9 | | | |
| Month 10 | | | |
| Month 11 | | | |

Provide hourly rates by role (as per Attachment B, Scope of Services, Section B.12 - Staffing) for each of the seven (7) base contract years and the potential seven (7) renewal years. Hourly rates shall be used as the basis for fixed price deliverables, monthly fixed price costs for Operations and Maintenance, and fixed price task orders. Add additional rows for additional roles not named in the table.

| | ALL INCLUSIVE HOURLY RATES | | | | | |
|--|---|-----------------------|--|--|--|--|
| | BASE OPERATIONAL CONTRACT YEARS RENEWAL CONTRACT YEAR | | | | | |
| ROLE | YEAR ONE - SEVEN | YEAR EIGHT - FOURTEEN | | | | |
| TBD Role | | | | | | |
| TBD Role | | | | | | |
| TBD Role | | | | | | |
| Add additional rows for additional roles | | | | | | |
| Add Rows for additional Roles as Necessary To Map to All Roles Identified in All Tabs | | | | | | |

EXHIBIT A-6 SUMMARY OF RESPONDENT COMMITMENTS

Respondents may identify and propose innovative and added value services such as additional services or standards which exceed the minimum requirements of this solicitation. Innovative and added value services beyond the submission requirements contained in **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response). Innovative and added value services are negotiable and respondents should have the costs associated with them available at negotiations. Innovative and added value services shall not be included in the respondent's Cost Proposal (**Exhibit A-5 and Exhibit A-5-a**). The Agency will not evaluate innovative and added value services as part of the evaluation process. The Agency will review and utilize this Exhibit during the negotiation process, for respondents who are invited to negotiations.

The Agency reserves the right to include any or all innovations or added value services listed herein or as negotiated as part of the resulting Contract.

| | | | Innovation Added Value Previously in the Research | Proposed on and/or ue Service / Included sponse to A-4, for //aluation? |
|---------------------------------|------------------|-------------------------------------|---|---|
| Solicitation Section Reference | Service/Category | Narrative Description of Innovation | Yes | No* |
| Example: Exhibit A-4., Category | | | | |
| 5., Item a. | Customer Service | | | |
| | | | | |
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EXHIBIT A-6 SUMMARY OF RESPONDENT COMMITMENTS

*The Agency anticipates a respondent may propose innovations and added value services which exceed those captured in the respondent's submission requirement responses in **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response). Additional innovations and added value services over and above those captured in **Exhibit A-4** will be considered during the negotiation process. If the respondent did not include the proposed innovation and/or added value services as part of its response in **Exhibit A-4**, the Respondent should answer "No".

| Respondent Name | |
|----------------------------------|------|
| Authorized Official Signature | Date |
| Authorized Official Printed Name | |
| Authorized Official Title | |

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.
- 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).
- In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

| Respondent Name | | |
|----------------------------------|------|--|
| Authorized Official Signature | Date | |
| Authorized Official Printed Name | | |
| Authorized Official Title | | |

EXHIBIT A-8 STANDARD CONTRACT

STATE OF FLORIDA AGENCY FOR HEALTH CARE ADMINISTRATION STANDARD CONTRACT

All respondents should review the contract language contained below. In responding to this solicitation, a respondent has agreed to accept the terms and conditions of the Contract contained in this Exhibit. Note: If the resulting 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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I. THE VENDOR HEREBY AGREES:

A. General Provisions

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

B. Florida Department of State

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

C. MyFloridaMarketPlace

- 1. Each Vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012, Florida Statutes (F.S.), shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.033, Florida Administrative Code (F.A.C.), unless exempt under Rule 60A-1.033(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-1.031(4)(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.**

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 include these aforementioned audit and record keeping

requirements in all approved subcontracts and assignments.

8. The Vendor shall submit a SSAE 16 SOC 2 report on a yearly basis to the Agency Contract Manager.

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.
- 3. Refusal by the Vendor to allow access to all records, documents, papers, letters, other materials or on-site activities related to this Contract performance shall constitute a breach of this Contract.
- 4. The right of the Agency and its authorized representatives to perform inspections shall continue for as long as the Vendor is required to maintain records.
- 5. The Vendor shall be responsible for all storage fees associated with all records maintained under this Contract. The Vendor is also responsible for the destruction of all records that meet the retention schedule noted above.
- 6. Failure to retain all records as required may result in cancellation of this Contract. The Agency shall give the Vendor advance notice of cancellation pursuant to this provision and shall pay the Vendor only those amounts that are earned prior to the date of cancellation in accordance with the terms and conditions of this Contract. Performance by the Agency of any of its obligations under this Contract shall be subject to the successful Vendor's compliance with this provision.
- 7. In accordance with Section 20.055, F.S., the Vendor and its subcontractors shall cooperate with the Office of the Inspector General in any investigation, audit, inspection, review or hearing; and shall grant access to any records, data or other information the Office of the Inspector General deems necessary to carry out its official duties.

8. The rights of access in this Section must not be limited to the required retention period but shall last as long as the records are retained.

H. Accounting

- 1. To maintain an accounting system and employ accounting procedures and practices that conform to generally accepted accounting principles and standards or other comprehensive basis of accounting principles as acceptable to the Agency. For costs associated with specific contracts under which the Agency must account to the federal government for actual costs incurred, the costs and charges for that contract will be determined in accordance with generally accepted accounting principles.
- 2. To submit annual financial audits (or parent organization's annual financial audits with organizational chart) to the Agency within thirty (30) calendar days of receipt.

I. Public Records Requests

- **1.** To comply with Section 119.0701, F.S., if applicable, and all other applicable parts of the Florida Public Records Act.
- 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.
- To ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract term and following completion of this Contract if the Vendor does not transfer the records to the Agency.
- 6. To not collect an individual's social security number unless the Vendor has stated in writing the purpose for its collection. The Vendor collecting an individual's social security number shall provide a copy of the written statement to the Agency and otherwise comply with applicable portions of Section 119.071(5), F.S.

- 7. To meet all requirements for retaining public records and transfer, at no cost, to the Agency all public records in possession of the Vendor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency.
- **8.** If the Vendor does not comply with a public records request, the Agency shall enforce Contract provisions in accordance with this Contract.
- 9. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AGENCY CUSTODIAN OF PUBLIC RECORDS FOR THIS CONTRACT. THE AGENCY CUSTODIAN OF PUBLIC RECORDS FOR THIS CONTRACT IS THE CONTRACT MANAGER.

J. Communications

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

no way constitutes a representation by the Agency that the Privacy Compliance Plan is in full compliance with applicable Communication Privacy Laws, or otherwise shifts or diminishes the Vendor's sole burden to ensure full compliance with applicable Communication Privacy Laws in all aspects of the Vendor's performance of this Contract. Violation of this term may result in sanctions to include termination of this Contract and/or liquidated damages.

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

K. Background Screening

- 1. To ensure that all Vendor employees including managing employees that have direct access to personally identifiable information (PII), protected health information (PHI), or financial information have a County, State, and Federal criminal background screening comparable to a Level 2 background screening as described in Section 435.04, F.S., completed with results prior to employment.
- 2. Per Section 435.04(1)(a), F.S., Level 2 screening standards include, but need not be limited to, fingerprinting for statewide criminal history records checks through the Department of Law Enforcement, and national criminal history records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
- 3. If the Vendor employee or managing employee was employed prior to the execution of this Contract, the Vendor shall ensure that the County, State, and Federal criminal background screening comparable to a Level 2 background screening is completed with results prior to the employee accessing any PII, PHI, or financial information.
- 4. Any Vendor employee or managing employee with background results that are unacceptable to the State as described in Section 435.04, F.S., or related to the criminal use of PII as described in Section 817, F.S., or has been subject to criminal penalties for the misuse of PHI under 42 U.S.C. 1320d-5, or has been subject to criminal penalties for the offenses described in Section 812.0195, F.S., Section 815, F.S., Section 815.04, F.S., or Section 815.06, F.S., shall be denied employment or be immediately dismissed from performing services under this Contract by the Vendor unless an exemption is granted.
- **5.** Direct access is defined as having, or expected to have, duties that involve access to PII, PHI, or financial information by any means including, but not

limited to, network shared drives, email, telephone, mail, computer systems, and electronic or printed reports.

- 6. To ensure that all Vendor employees including managing employees that have direct access to any PII, PHI or financial information have a County, State, and Federal criminal background screening comparable to a Level 2 background screening completed with results every five (5) years.
- 7. To develop and submit policies and procedures related to this criminal background screening requirement to the Agency for review and approval within thirty (30) calendar days of this Contract execution. The Vendor's policies and procedures shall include a procedure to grant an exemption from disqualification for disqualifying offenses revealed by the background screening, as described in Section 435.07, F.S.
- **8.** To keep a record of all background screening records to be available for Agency review upon request.
- **9.** Failure to comply with background screening requirements shall subject the Vendor to liquidated damages as described **Attachment I**, Scope of Services.

L. Monitoring

- 1. To provide reports as specified in **Attachment I**, Scope of Services. These reports will be used for monitoring progress or performance of the contractual services as specified in **Attachment I**, Scope of Services.
- 2. To permit persons duly authorized by the Agency to inspect any records, papers, documents, facilities, goods and services of the Vendor which are relevant to this Contract.
- 3. To ensure that each of its employees or subcontractors who performs activities related to the services associated with this Contract will report to the Agency any 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/.
- **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. <u>Duty to Indemnify</u>. 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. <u>Duty to Defend</u>. With respect to any Proceeding, the Vendor agrees to fully defend the Agency and shall timely reimburse all of the Agency's legal fees and costs; provided, however, that the amount of such payment for attorneys' fees and costs is reasonable pursuant to rule 4–1.5, Rules Regulating The Florida Bar. The Agency retains the exclusive right to select, retain and direct its defense through defense counsel funded by the Vendor pursuant to the Duty to Indemnify and Defend the Agency.
- **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.
- 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.

Contribution. In any Proceeding in which the Vendor is held to be jointly 4. liable with the Agency for payment of any claim of any kind (whether for damages, attorneys' fees, costs or otherwise), if the Duty to Indemnify provision is for any reason deemed to be inapplicable, the Vendor shall contribute toward satisfaction of the claim whatever portion is or would be payable by the Agency in addition to that portion which is or would be payable by the Vendor, including payment of damages, attorneys' fees and costs, without recourse against the Agency. No provision of this part or of any other section of this Contract (inclusive of all attachments, etc.), whether read separately or in conjunction with any other provision, shall be construed to: (i) waive the State or the Agency's immunity to suit or limitations on liability; (ii) obligate the State or the Agency to indemnify the Vendor for the Vendor's own negligence or otherwise assume any liability for the Vendor's own negligence; or (iii) create any rights enforceable by third parties, as third party beneficiaries or otherwise, in law or in equity.

N. Insurance

- 1. To the extent required by law, the Vendor shall be self-insured against, or shall secure and maintain during the life of this Contract, Worker's Compensation Insurance for all its employees connected with the work of this Contract and, in case any work is subcontracted, the Vendor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under this Contract are covered by the Vendor's self-insurance program. Such self-insurance or insurance coverage shall comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Vendor under this Contract and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Vendor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Agency, for the protection of its employees not otherwise protected.
- 2. The Vendor shall secure and maintain Commercial General Liability insurance including bodily injury, property damage, personal and advertising injury and products and completed operations. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Contract, whether such services and/or operations are by the Vendor or anyone 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. To not subcontract with any provider that would be in conflict of interest to the Vendor during the term of this Contract in accordance with applicable Federal and/or State laws.
- Changes to approved subcontracts and/or subcontractors require approval in writing by the Agency's Contract Manager prior to the effective date of any subcontract.
- 4. The Agency encourages Vendors to partner with subcontractors who can provide best value and the best in class solutions. However, the Vendor is responsible for all work performed under this Contract. No subcontract that the Vendor enters into with respect to performance under this Contract shall in any way relieve the Vendor of any responsibility for performance of its duties. The Vendor shall assure that all tasks related to the subcontract are performed in accordance with the terms of this Contract. If the Agency determines, at any time, that a subcontract is not in compliance with a Contract requirement, the Vendor shall promptly revise the subcontract to bring it into compliance. In addition, the Vendor may be subject to sanctions and/or liquidated damages pursuant to this Contract and Section 409.912(4), F.S. (related to sanctions).
- **5.** All payments to subcontractors will be made by the Vendor.
- **6.** To be responsible for monitoring the subcontractor's performance. The results of the monitoring shall be provided to the Agency's Contract

Manager, fourteen (14) business days after the end of each month or as specified by the Agency. If the subcontractor's performance does not meet the Agency's performance standard according to the Agency's monitoring report or the Vendor's monitoring report, an improvement plan must be submitted to the Vendor and the Agency within fourteen (14) business days of the deficient report.

- 7. The State supports and encourages supplier diversity and the participation of small and minority business enterprises in State contracting, both as Vendors and subcontractors. The Agency supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this Contract enthusiastically embrace diversity. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Vendors can contact the Office of Supplier Diversity at (850) 487-0915 or online at http://osd.dms.state.fl.us/ for information on minority Vendors who may be considered for subcontracting opportunities.
- 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 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.

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 (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

S. Procurement of Products or Materials with Recycled Content

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

T. Civil Rights Requirements/Vendor Assurance

The Vendor assures that it will comply with:

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

- **3.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex.
- **4.** The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- 5. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- **6.** The Americans with Disabilities Act of 1990, Public Law (P.L.) 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- **7.** Chapter 409, F.S.
- **8.** Rule 62-730.160, F.A.C. pertaining to standards applicable to generators of hazardous waste.
- **9.** All applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 United States Code (U.S.C.) 7401 et seq.
- **10.** The Medicare-Medicaid Fraud and Abuse Act of 1978.
- **11.** Other Federal omnibus budget reconciliation acts.
- **12.** The Balanced Budget Act of 1997.
- **13.** All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

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

U. Equal Employment Opportunity (EEO) Compliance

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

V. Discrimination

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

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 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 preexisting patent, patent-pending and/or copyright, at the time of Contract execution, the Vendor shall retain all rights and entitlements to that pre-existing patent, patent-pending and/or copyright, unless this Contract provides otherwise.
 - d. If the Vendor uses any design, device, or materials covered by letter, patent, or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. Prior to the initiation of services under this Contract, the Vendor shall disclose, in writing, all intellectual properties relevant to the performance of this Contract which the Vendor knows, or should know, could give rise to a patent or copyright. The Vendor shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Agency will then have the right to all patents and copyrights which arise as a result of performance under this Contract as provided in this Sub-Section.

- e. If any discovery or invention arises or is developed in the course of, or as a result of, work or services performed under this Contract, or in any way connected herewith, the Vendor shall refer the discovery or invention to the Agency for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to the State of Florida. All materials to which the Agency is to have patent rights or copyrights shall be marked and dated by the Vendor in such a manner as to preserve and protect the legal rights of the Agency.
- f. Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Agency has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Agency to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, shall vest in the State of Florida, Department of State for the exclusive use and benefit of the State. Pursuant to Section 286.021, F.S., no person, firm, corporation, including parties to this Contract shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida Department of State.
- **g.** The Agency will have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Vendor under this Contract.
- h. All rights and title to works for hire under this Contract, whether patentable or copyrightable or not, shall belong to the Agency and shall be subject to the terms and conditions of this Contract.
- i. The computer programs, data, materials and other information furnished by the Agency to the Vendor hereunder shall be and remain the sole and exclusive property of the Agency, free from any claim or right of retention by or on behalf of the Vendor. The services and products listed in this Contract shall become the property of the Agency upon the Vendor's performance and delivery thereof. The Vendor hereby acknowledges that said computer programs, materials and other information provided by the Agency to the Vendor hereunder, together with the products delivered and services performed by the Vendor hereunder, shall be and remain confidential and proprietary in nature to the extent provided by Chapter 119, F.S., and that the Vendor shall not disclose, publish or use same for any purpose other than the purposes provided in

this Contract; however, upon the Vendor first demonstrating to the Agency's satisfaction that such information, in part or in whole, (1) was already known to the Vendor prior to its receipt from the Agency; (2) became known to the Vendor from a source other than the Agency; or (3) has been disclosed by the Agency to third parties without restriction, the Vendor shall be free to use and disclose same without restriction. Upon completion of the Vendor's performance or otherwise cancellation or termination of this Contract, the Vendor shall surrender and deliver to the Agency, freely and voluntarily, all of the above-described information remaining in the Vendor's possession.

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

Pursuant to Section 287.135, F.S. the Vendor certifies that:

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

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

GG. Performance of Services

The Vendor shall ensure all services provided under this Contract will be performed within the borders of the United States and its territories and protectorates. State-owned Data will be processed and stored in data centers that are located only in the forty eight (48) contiguous United States.

HH. Venue

- 1. In the event of any legal challenges to this Contract, the Vendor agrees and will consent that hearings and depositions for any administrative or other litigation related to this Contract shall be held in Leon County, Florida. The Agency, in its sole discretion, may waive this venue for depositions.
- 2. Respondents (and their successors, including but not limited to their parent(s), affiliates, subsidiaries, subcontractors, assigns, heirs, administrators, representatives and trustees) acknowledge that this Contract (including but not limited to exhibits, attachments, or amendments) is not a rule nor subject to rulemaking under Chapter 120 (or its successor) of the Florida Statutes and is not subject to challenge as a rule or non-rule policy under any provision of Chapter 120, F.S.
- 3. This Contract shall be delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each

provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision shall be found ineffective, then to the extent of such prohibition or invalidity, that provision shall be severed without invalidating the remainder of such provision or the remaining provisions of this Contract.

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

II. THE AGENCY HEREBY AGREES:

A. Contract Amount

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

B. Contract Payment

Section 215.422, F.S., provides that agencies have five (5) business days to inspect and approve goods and services, unless bid specifications, Contract or Purchase Order specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) calendar days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 412-3858, or utilize the Department of Financial Services website at www.myfloridacfo.com/aadir/interest.htm. 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 day's written notice, without cause, unless a lesser time is mutually agreed upon by both Parties. Said notice shall be delivered by certified mail, return receipt requested, 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.
- **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

Vendor 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 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 31st 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. 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.

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: NAME: | SIGNED BY: NAME: |
| 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 | Letter/ | |
|------------|---------|--|
| Type | Number | Description |
| Attachment | I | Scope of Services (NUMBER Pages) |
| Attachment | II | Business Associate Agreement (4 Pages) |
| Attachment | Ш | Certification Regarding Lobbying (1 Page) |
| Attachment | IV | Certification Regarding Debarment, Suspension, Ineligibility |
| | | and Voluntary Exclusion Contracts/Subcontracts (1 Page) |

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ATTACHMENT II

BUSINESS ASSOCIATE AGREEMENT

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

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

- 1. <u>Definitions</u>. Unless specifically stated in this Attachment, the definition of the terms contained herein shall have the same meaning and effect as defined in 45 C.F.R. 160 and 164.
 - a. <u>Protected Health Information</u>. For purposes of this Attachment, protected health information shall have the same meaning and effect as defined in 45 C.F.R. 160 and 164, limited to the information created, received, maintained or transmitted by the Vendor from, or on behalf of, the Agency.
 - b. <u>Security Incident</u>. 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) and comply with 45 C.F.R. 162 as applicable.
- 3. Use and Disclosure of Protected Health Information. The Vendor shall comply with the provisions of 45 CFR 164.504(e)(2)(ii). The Vendor shall not use or disclose protected health information other than as permitted by this Contract or by federal and state law. The sale of protected health information or any components thereof is prohibited except as provided in 45 CFR 164.502(a)(5). The Vendor will use appropriate safeguards to prevent the use or disclosure of protected health information for any purpose not in conformity with this Contract and federal and state law. The Vendor will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information the Vendor creates, receives, maintains, or transmits on behalf of the Agency.
- 4. <u>Use and Disclosure of Information for Management, Administration, and Legal Responsibilities</u>. 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. <u>Disclosure to Third Parties</u>. 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. <u>Access to Information</u>. 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. <u>Amendment and Incorporation of Amendments</u>. 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. <u>Privacy Protection</u>. The Vendor shall permit an individual to request a restriction on the use and disclosure of protected health information about the individual to carry out treatment, payment, or health care operations; and disclosures permitted under 164.510(b) in accordance with 45 C.F.R. 164.522. The Vendor shall permit an individual to request to receive communications of protected health information from the Vendor by alternative means or at alternative locations in accordance with 45 C.F.R. 164.522.
- 10. Access to Books and Records. The Vendor shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Vendor on behalf of the Agency, available to the Secretary of the Department of Health and Human Services ("HHS") or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations.
- 11. <u>Reporting</u>. The Vendor shall make a good faith effort to identify any use or disclosure of protected health information not provided for in this Contract.

- a. <u>To Agency</u>. The Vendor will report to the Agency in the manner and format obtained from the Contract Manager or Agency contact, within ten (10) business days of discovery, any use or disclosure of protected health information not provided for in this Contract of which the Vendor is aware. The Vendor will report to the Agency in the manner and format obtained from the Contract Manager or Agency contact, within twenty-four (24) hours of discovery, any security incident of which the Vendor is aware. A violation of this paragraph shall be a material violation of this Contract. Such notice shall include the identification of each individual whose unsecured protected health information has been or is reasonably believed by the Vendor to have been, accessed, acquired, used, or disclosed during such breach.
- b. To Individuals. In the case of a breach of protected health information discovered by the Vendor, the Vendor shall first notify the Agency of the pertinent details of the breach and upon prior review by the Agency shall notify each individual whose unsecured protected health information has been, or is reasonably believed by the Vendor to have been, accessed, acquired, used or disclosed as a result of such breach. Such notification shall be in writing by first-class mail to the individual (or the next of kin if the individual is deceased) at the last known address of the individual or next of kin, respectively, or, if specified as a preference by the individual, by electronic mail. Where there is insufficient, or out-of-date contact information (including a phone number, email address, or any other form of appropriate communication) that precludes written (or, if specifically requested, electronic) notification to the individual, a substitute form of notice shall be provided, including, in the case that there are 10 or more individuals for which there is insufficient or out-of-date contact information, a conspicuous posting for a period of at least 90 days on the Web site of the covered entity involved or notice in major print or broadcast media, including major media in the geographic areas where the individuals affected by the breach likely reside. In any case deemed by the Vendor to require urgency because of possible imminent misuse of unsecured protected health information, the Vendor may also provide information to individuals by telephone or other means, as appropriate.
- c. <u>To Media</u>. In the case of a breach of protected health information discovered by the Vendor where the unsecured protected health information of more than 500 persons is reasonably believed to have been, accessed, acquired, used, or disclosed, after prior review by the Agency, the Vendor shall provide notice to prominent media outlets serving the State, relevant portion of the State, or jurisdiction involved.
- d. <u>To Secretary of Health and Human Services (HHS)</u>. 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. <u>Vendors Who Are Covered Entities.</u> In the event of a breach by the Vendor, or a contractor or subcontractor of the Vendor, and the Vendor is a HIPAA covered entity, the Vendor, not the Agency, shall be considered the covered entity for purposes of notification to the Secretary of HHS pursuant to 45 CFR 164.408. The Vendor shall be responsible for filing the notification to the Secretary of HHS and will identify itself as the covered entity in the notice. If the breach was with respect to 500 or more individuals, at least 5 business days prior to filing notice with the Secretary of HHS

the Vendor shall provide a copy of the notice and breach risk assessment to the Agency for review. Upon prior review by the Agency of the notice and breach risk assessment, the Vendor shall file the notice with the Secretary of HHS within the notification timeframe imposed by 45 C.F.R. 164.408(b) and contemporaneously submit a copy of said notification to the Agency. If the breach was with respect to less than 500 individuals, the Vendor shall notify the Secretary of HHS within the notification timeframe imposed by 45 C.F.R. 164.408(c) and shall contemporaneously submit a copy of said notification to the Agency.

- e. <u>Content of Notices</u>. All notices required under this Attachment shall include the content set forth in 42 U.S.C. 17932(f) and 45 C.F.R. 164 Subpart D, except that references therein to a "covered entity" shall be read as references to the Vendor.
- f. <u>Financial Responsibility</u>. The Vendor shall be responsible for all costs related to the notices required under this Attachment.
- g. Other Reporting. The Vendor shall comply with any other applicable reporting requirements in conformity with federal and state laws. If notifications are made under any such laws, copies of said notifications shall be provided contemporaneously to the Agency.
- 12 <u>Mitigation</u>. Vendor shall mitigate, to the extent practicable, any harmful effect that is known to the Vendor of a use or disclosure of protected health information in violation of this Attachment.
- 13. <u>Termination</u>. Upon the Agency's discovery of a material breach of this Attachment, the Agency shall have the right to assess liquidated damages as specified elsewhere in the contract to which this Attachment is included, and/or to terminate this Contract.
- 14. Effect of Termination. At the termination of this Contract, the Vendor shall return all protected health information that the Vendor still maintains in any form, including any copies or hybrid or merged databases made by the Vendor; or with prior written approval of the Agency, the protected health information may be destroyed by the Vendor after its use. If the protected health information is destroyed pursuant to the Agency's prior written approval, the Vendor must provide a written confirmation of such destruction to the Agency. If return or destruction of the protected health information is determined not feasible by the Agency, the Vendor agrees to protect the protected health information and treat it as strictly confidential.

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

| SIGNED BY: | DATE: |
|--------------|--------|
| NAME: OAWPLE | TITLE: |

VENDOR NAME

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.



Name and Address of Organization

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.
- 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.



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SECTION A. SERVICES TO BE PROVIDED

1 DEFINITIONS AND ACRONYMS

Capitalized terms and acronyms included herein shall have the meanings defined in the **FX Glossary** provided in the **UOC Proposal Library**.

2 ORDER OF PRECEDENCE

The Unified Operations Center (UOC) Vendor shall perform its contracted duties in accordance with the Contract, AHCA ITN 006-20/21, including all addenda and the UOC Vendor's Response to AHCA ITN 006-20/21. In the event of conflict among Contract documents, any identified inconsistency in the Contract shall be resolved by giving precedence in the following order:

- 1. The Contract, including all attachments, exhibits and any subsequent amendments;
- 2. AHCA ITN 006-20/21, including all addenda;
- 3. The UOC Vendor's Best and Final Offer in response to AHCA ITN 006-20/21; and
- 4. The UOC Vendor's Response to AHCA ITN 006-20/21, including information provided through negotiations.

3 GENERAL OVERVIEW

3.1 BACKGROUND

The Florida Agency for Health Care Administration (AHCA or the Agency) is adapting to the changing landscape of healthcare 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 is complex; it includes services, business processes, data management and processes, technical processes within the Agency, and interconnections and touchpoints with systems necessary for administration of the Florida Medicaid program that reside outside the Agency. The future of the Florida Medicaid Enterprise integration is to allow the Agency to secure services that can interoperate and communicate without relying on a common platform or technology.

The Florida Medicaid Management Information System (FMMIS) has historically been the central system within the Florida Medicaid Enterprise, functioning as the single, integrated system for claims processing and information retrieval. As the Medicaid program has grown more complex, the systems needed to support the Florida Medicaid Enterprise have grown in number and complexity.

3.2 OVERVIEW OF THE FX TRANSFORMATION

Florida Health Care Connections (FX) is a multi-year transformation to modernize the current Medicaid technology using a modular approach, while simultaneously improving overall Agency service delivery and building better connections to other data sources and programs, resulting in the ability to provide better health care for all Floridians. The future state of FX, which cannot yet be fully defined, will have the right enterprise solution, utilizing the right resources, based on

higher quality data and more efficient processes, leading to a world-class healthcare experience for all Floridians.

FX is defined as the transformation of the business, data, services, technical processes, and technology necessary for the administration of the Florida Medicaid program. The FX transformation is guided by the **FX Vision** to *Transform the Medicaid Enterprise to provide the greatest quality, the best experience, and the highest value in health care.*

Following are the Agency's **FX Guiding Principles** that must be adhered to if the **FX Vision** is to be achieved:

- Enable high-quality and accessible data;
- · Improve healthcare outcomes;
- · Reduce complexity;
- Use evidenced-based decision-making;
- Improve integration with partners;
- Improve provider and recipient experience;
- · Provide good stewardship of Medicaid funds; and
- Enable holistic decision-making rather than short-term focus.

To enable effective and responsive delivery of health-related services, the Agency is pursuing modular technology and service solutions that work together seamlessly. Using modular solutions provides processing and operational agility to support the needs of organizations in Florida that deliver health services. A modular approach increases the opportunity to select the best technology and services from vendors while simultaneously avoiding vendor lock-in and the risks associated with a single solution.

To support this transformation, the Agency released the **FX Strategic Roadmap** that outlines a four-phased approach to replace the current functions of FMMIS, based on the CMS Standards and Conditions, to ultimately transition to an interoperable and unified Medicaid Enterprise where individual processes, modules, subsystems, and systems work together to support the Medicaid program. This approach is intended to provide the most efficient and cost-effective long-term solution for FX, while complying with federal regulations, achieving federal certification, and obtaining enhanced federal funding.

The four (4) phases of the **FX Strategic Roadmap** are as follows:

- Phase 1 included procuring a Strategic Enterprise Advisory Services (SEAS) Vendor and an Independent Verification and Validation (IV&V) Vendor. This phase was established in the fall of 2017. Information about the SEAS Vendor and IV&V Vendor can be found in Attachment B, Section A.4 Roles and Responsibilities.
- Phase 2 establishes the technical foundation of the modular transformation through the Agency's procurement and implementation of an Integration Services and Integration Platform (IS/IP) Solution and an Enterprise Data Warehouse (EDW) Solution. In addition, a Data Governance framework was initiated that established data standards for data quality, metadata management, and data architecture and provides new efficiencies for managing data across the enterprise.
- Phase 3 (shown below in Exhibit A-3.1: FX Strategic Roadmap Phase 3) leverages the
 infrastructure established in Phase 2 to transition from the Agency's current Fiscal Agent
 contract to enable the modular, integrated business and Information Technology (IT)
 transformation vision to be realized. Phase 3 includes activities to procure multiple modules

to transform and improve business processes currently limited to the FMMIS, Decision Support System (DSS), and the Fiscal Agent (FA); replacing this functionality with solutions that are interoperable with other systems within FX and eventually with the larger Florida Medicaid Enterprise and partner entities such as health plans and providers. The Unified Operations Center (UOC) is a central component of this phase. In addition to the UOC, the Agency intends to procure solutions for Provider Services, Core (Claims/Encounters/Financial Management), and Pharmacy Benefits Management during this phase.

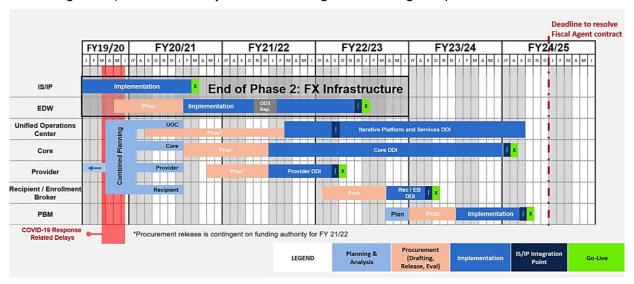


Exhibit A-3.1: FX Strategic Roadmap - Phase 3

 Phase 4 builds upon Phase 3 by implementing the remaining modular components necessary to accomplish the FX Vision, but not directly tied to the Fiscal Agent contract.

The Agency is taking an iterative approach to transformation where key functions supported by FMMIS and the Fiscal Agent are to be replaced by new modules and integrated as they are developed. Each modular integration will involve changes to four key areas: IS/IP, EDW, the new module, and the impacted legacy system. The **FX Strategic Roadmap** is continuously being updated to reflect current information and planned activities. The Agency's iterative approach will continue to evolve, and the current plans and standards will continue to be updated, as needed, to support this strategy-driven approach.

The Agency and SEAS Vendor, referred to as the *FX Project Team*, developed the strategic and technical plans and standards needed to support the FX enterprise transformation. Included in these plans are the **S-3**: **FX Strategic Plan** and the **MITA Concept of Operations**, which are located in the **UOC Proposal Library**.

The components of the FX enterprise transformation are:

- FX Scope All initiatives that supply an input to or receive an output from the Agency's
 mission to provide better health care for all Floridians including recipients, providers,
 processes, and technology;
- FX Portfolio The collection of projects to transform the Medicaid Enterprise based on the FX mission;
- FX Project A project included in the FX Portfolio with a clear objective and defined start and finish date;
- FX Project Vendor A vendor working on a FX Project; and

• **FX Administration** – The organization responsible for administration and oversight of the FX Program (consists of the Agency, with support from the SEAS Vendor, and oversight Stakeholders Department of Management Services (DMS) and the IV&V Vendor).

3.3 PURPOSE

The Agency is procuring services from a vendor to develop, provide, and operate the UOC Solution, to support the effective and efficient delivery of business services by enhancing the interaction between the Agency and its Stakeholders. The UOC Solution is a module of the FX enterprise. This approach enables the Agency to advance its goals of improving the provider and recipient experience and transforming to an enterprise, modular, and flexible solution. The suite of services includes the following:

- UOC Platform/Infrastructure: Customer management infrastructure to support all interactions between the Agency and its Stakeholders. This includes the network, telephony, customer service, and business operations management technology. Major components include, but may not be limited to, unified contact distribution and routing, self-service interaction capabilities, workforce management, quality assurance, contact recording and translation, multi-language support, and program knowledge management. The UOC platform will support users across the FX enterprise including, but not limited to, the Agency, UOC Vendor, and other FX Module Vendors.
- Customer Service Operations: Skilled resources that support Stakeholder needs across a
 range of customer service activities. This includes flexible staffing capacity to meet general,
 specialized, and escalated support requests and cyclical and event-based spikes in customer
 interaction volumes.
- Business Area Operations: Skilled resources to support business operations or production
 processing tasks (e.g., file maintenance) that results in the delivery of provider and recipient
 business services. This work can be initiated from multiple channels and not solely from a
 customer service interaction.
- Communications Management: Management and tracking of outbound communications from the Agency to recipients and providers, including tasks that involve developing and publishing standard communications and publications for Stakeholders. This includes coordination of the release of information and ensures consistency of message and format.
- Centralized Mail and Fulfillment: Management of printing, fulfilling, and mailing (including standard and electronic mail) information of any type as approved by the Agency on a scheduled and an ad-hoc basis. This includes handling receipt of inbound mail to the Agency as well as production and distribution of the Medicaid membership cards.
- Customer Contact Analysis and Reporting: Historic and real-time analytic capabilities to understand issues, trends, and opportunities to inform decision-making and improve the interaction with Agency Stakeholders. This enables improvements affecting the general population and better personalization to improve the efficiency and effectiveness of contacts.

3.4 CURRENT STATE OVERVIEW

Current operation of FMMIS and other Agency systems and operational activities (all of which support the Florida Medicaid Enterprise) are fragmented, including multiple contact centers and programmatic service vendors and their supporting software platforms. There are currently nine separate contact centers serving providers and recipients within fiscal agent and Agency Medicaid operations. In addition, within existing fiscal agent operations there are multiple pools of operational/processing staff working on operational support activities. This can create a siloed, confused, and frustrated experience for providers, recipients and Agency staff as they navigate

multiple contact numbers and touchpoints with Florida Medicaid. Agents or staff who are unable to view a complete record of the provider or recipient's previous interactions with the Agency. Contact center volumes and related data can be found in the **UOC Proposal Library.**

There is no unified record of Agency communications among platforms, which creates inefficiencies and causes confusion for customers. In addition, multi-vendor/platform environments can create inefficient staffing models and redundant costs.

The Agency recently completed an assessment of the provider and recipient experience, including an analysis of touchpoints and channels of communications across the end-to-end Stakeholder journey. The analysis highlighted some key pain points for providers and recipients, including:

- The provider experience is prone to errors driven by multiple disconnected channels and manual touchpoints;
- Providers utilize multiple customer care portals (Agencies, the fiscal agent, health plans, etc.) that are not linked, do not reference each other, and require the provider to know when to use each portal;
- Manual contact tracking and communication creates silos of information that are not centrally accessible to agents and state staff;
- Tasks rely on email for tracking and assigning work;
- Limited self-service options result in increased calls/agent support;
- There is a lack of communication and support for providers and recipients during critical business processes;
- Multiple entry points and unique web portals cause confusion for Stakeholders;
- Providers and/or recipients receive communications from multiple entities, which can cause confusion:
- Providers and/or recipients may not receive accurate information due to data access, quality, and timing and synchronization issues; and
- Data is disjointed and difficult to analyze.

3.5 UOC OBJECTIVES

As the FX Program transforms the FMMIS into a more modular architecture, the number of vendors will likely increase, making program service delivery more complex. Seamless integration will be required to optimize the user experience and ensure customers get the services they need efficiently.

To ensure a consistent and efficient (*Unified*) user experience for Medicaid customers, the UOC Solution will consolidate communications and enterprise-wide business services across functional areas, supported by a common platform technology. With the UOC transformation, the Agency moves from a fragmented and decentralized customer service environment to a streamlined and integrated environment with unified contact and operations support, as seen in **Exhibit A-3.2: UOC Transformation**.

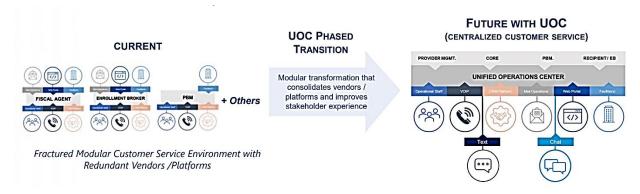


Exhibit A-3.2: UOC Transformation

The goal of the UOC Module is to provide centralized business operations and communication support for Medicaid customers and Stakeholders (providers, recipients, Agency partners), enabling more efficient and effective service delivery for the Medicaid Program and optimizing the customer experience.

The objectives of the UOC Module include:

- Consolidate customer service, enterprise operations, and communications functions that are currently fragmented across several systems (FMMIS, Enrollment Broker, Pharmacy Benefits Management (PBM)) to provide a more consistent and cohesive user experience;
- Increase efficiency of the Agency customer service and contact operations by leveraging a
 flexible staffing pool of knowledge agents cross-trained on the consolidated service array; and
- Modernize best-practice customer service and contact technology and infrastructure that will support more customer self-service, better analytical functionality, and increase Agency datadriven decision-making.

The UOC Solution shall integrate with the IS/IP and EDW Solutions, as well as all future FX modules and must follow all standards developed by the FX Program.

4 ROLES AND RESPONSIBILITIES

Many organizations and vendors have different roles and responsibilities implementing and supporting the FX enterprise transformation. This section summarizes major responsibilities of each organization.

4.1 AGENCY FX TEAM

The Agency is responsible for the administration of the Florida Medicaid program, communication with Legislature, CMS, and FX Stakeholders, licensure, and regulation of Florida's health facilities, accurate financial management and reporting, and for providing information to Floridians about the quality of care they receive. Specifically, for the FX Program, the Agency is responsible for contract management and oversight of all FX Vendors, including the UOC Vendor.

4.2 CENTERS FOR MEDICARE AND MEDICAID SERVICES (CMS)

CMS is the federal agency responsible for the review and approval of Medicaid Enterprise Systems (MES), including FX planning and solicitation documents, release of enhanced Federal Financial Participation (FFP), and the certification of new modules or components of the FX Program.

4.3 STRATEGIC ENTERPRISE AND ADVISORY SERVICES (SEAS) VENDOR

The SEAS Vendor is responsible for serving as the Agency's strategic, technical, and programmatic advisor and facilitates the implementation of the FX Portfolio. From a project life cycle perspective, the SEAS Vendor initiates, plans, and develops procurement-level requirements for each new FX module, and operates the FX Enterprise Program Management Office (EPMO).

4.4 INDEPENDENT VERIFICATION AND VALIDATION (IV&V) VENDOR

The IV&V Vendor is responsible for providing an independent process that evaluates the correctness and quality of the FX Portfolio business products to verify they are being developed in accordance with Agency and CMS requirements and are well-engineered. IV&V services are required by federal regulation to represent the interests of CMS and are also required pursuant to the Florida Information Technology Project Management and Oversight Standards. The IV&V Vendor simultaneously provides all IV&V deliverables to the Agency's IV&V Contract Manager, CMS, DMS, the Executive Office of the Governor's Office of Policy and Budget, the chair of the Senate Appropriations Committee, and the chair of the House Appropriations Committee.

4.5 INTEGRATION SERVICES AND INTEGRATION PLATFORM (IS/IP) VENDOR

The IS/IP Vendor serves as the FX Program Systems Integrator and is responsible for providing technical expertise to enable and confirm interoperability of FX modules. The IS/IP platform includes an Enterprise Service Bus (ESB), which controls information flow in and out of all modules, a Business Rules Engine (BRE) to help ensure all federal and state rules are accurately applied, and a service registry that maintains an inventory of services across all systems. The IS/IP Vendor develops and maintains the Master Person Index (MPI) and Master Organization Index (MOI) (providers and recipient registry) and the enterprise Single Sign-On (SSO). The IS/IP Vendor shall design, develop, implement, and operate the integration platform and provide ongoing support and services to assist the Agency and the FX Module Vendors in connecting and communicating with the integration platform.

4.6 ENTERPRISE DATA WAREHOUSE (EDW) VENDOR

The EDW Vendor is responsible for providing data management, data warehousing, analytics and data integration capabilities across systems. The EDW Vendor shall collaborate and cooperate with the FX Project Team, IS/IP Vendor, FX Module Vendors, as well as Stakeholders to design, develop, implement, and operate the EDW Solution and provide ongoing support and services to assist the Agency and the FX Module Vendors with data management, integration, and analytics.

4.7 Unified Operations Center (UOC) Vendor

The UOC Vendor is responsible for designing, developing, implementing, and operating the UOC Solution and providing ongoing support and services to assist the Agency and the FX Module Vendors in connecting and communicating with the UOC. The UOC Vendor shall coordinate with the Agency, IS/IP, EDW, and FX Module Vendors. The UOC Vendor shall use the IS/IP Solution for communicating with other FX modules and shall coordinate with the IS/IP to implement solution access through the enterprise portal. The UOC Vendor shall use the EDW Solution data management, data warehousing and data integration capabilities. The UOC Vendor shall support all IV&V activities and requests as directed by the Agency for the duration of the Contract.

4.8 FX MODULE VENDORS

The FX Module Vendors shall provide best-in-class modular Medicaid-function solutions. The FX Module Vendors shall coordinate with the UOC Vendor, IS/IP Vendor and EDW Vendor to integrate and test the end-to-end FX functionality. FX Module Vendors are responsible for their modular components and connecting to the integration platform, EDW, and UOC Solutions. FX Module Vendors shall use the IS/IP and EDW Solutions for communicating with other FX modules.

4.9 GOVERNANCE

The FX enterprise transformation is highly complex due to the potential volume of decisions, approvals, and issues that may need resolution. The challenges of integrating multiple vendors and projects, disruptions due to strategic realignment of the FX Portfolio, and uncertainties associated with legislative and political environments contribute to the complexity. If not managed effectively, this large transformation will struggle to meet its objectives, timelines, and budgets. To effectively manage the complexity arising out of this large transformation, a governance structure and process has been developed and is documented in the S-1: FX Governance Plan, located in the UOC Proposal Library.

During the 2020 Legislative Session, the Florida Legislature directed the Agency to implement an FX Executive Steering Committee (ESC) comprised of seven (7) Agency staff and eight (8) representatives from other agencies to ensure the Agency has the resources necessary to support integration with subsystems supporting Florida's Medicaid program. This governance body is responsible for ensuring that the FX Program meets its primary business objectives.

5 PROPOSAL LIBRARY AND FX STANDARDS

The **UOC Proposal Library**, and the corresponding **UOC Proposal Library Reference Guide**, provide important information regarding guidelines and standards related to the FX enterprise transformation during the procurement. These documents may be updated, and new documents may be added throughout the FX Project work to reflect the most current information and management processes as the FX projects progress. Current versions of these documents are maintained in and will be provided to the UOC Vendor via the FX Projects Repository. These documents provide essential information needed for the term of the Contract.

The UOC Vendor shall adhere to and follow all standards, including updates and new documents, for the entirety of the Contract.

The Parties recognize that the standards utilized in the performance of the Contract require constant review and revision by the Agency. The Agency shall notify the UOC Vendor of any changes to the standards that are approved by the Agency. The UOC Vendor agrees to implement the revisions as approved by the Agency, in collaboration with the Agency. The Agency will allow fourteen (14) business days from the date of such notification for the UOC Vendor to review any changes to the standards to determine whether the revisions will require an amendment to the Contract due to (1) an increase in the cost to the UOC Vendor to comply with the new standard, (2) a change in any deliverable required by the Contract, or (3) a change in the time required to complete a deliverable required by the Contract. The notification by the UOC Vendor shall include a detailed written explanation demonstrating how the change(s) in the standards will require an amendment due to the factors enumerated in this paragraph. The UOC Vendor agrees there will be no amendment to the Contract to provide additional funding or changes to deliverables or schedule if the UOC Vendor does not advise the Agency of the need for an amendment within fourteen (14) business days from the date of notification. The Parties agree to work in good faith

to resolve the request for an amendment in a manner that requires the fewest changes to the Contract's budget and schedule.

SECTION B. MANNER OF SERVICES PROVISIONS

1 SERVICES PROVIDED BY THE AGENCY

The Agency will provide services to facilitate the UOC Vendor in meeting the requirements of the Contract through a dedicated Agency Contract Manager. Services include providing the UOC Vendor access to the appropriate enterprise systems, Agency network, Agency hosted document repository, handbooks, policies, procedures and other documentation, and project materials as deemed appropriate by the Agency to provide services under the Contract, such as:

- Historical and current MITA State Self-Assessment (SS-A) documentation;
- Agency-hosted document repository libraries;
- User and technical training in the appropriate use of FX and Agency IT Systems, if needed;
- Clarification and interpretation of the terms and conditions of the Contract, policies and procedures, and provider handbooks, as needed;
- Access to Agency participants, Stakeholders, business process owners, and other FX Vendors as needed:
- Vendor compliance monitoring and enforcement of Contract terms and conditions; and
- Timely review and approval of deliverables and relevant documents submitted by the UOC Vendor.

2 SERVICES PROVIDED BY THE SEAS VENDOR

The SEAS Vendor serves as an advisor and partner to the Agency and provides ongoing strategic, technical, and programmatic advisory services; investment estimates, and funding requests to deliver the FX Program. The SEAS Vendor also provides services to facilitate vendors in meeting the requirements of their Contract, including:

- Enterprise program management services;
- Programmatic advisory services;
- MITA assessment and planning;
- Initiation of FX projects;
- User Acceptance Testing (UAT) facilitation;
- Medicaid enterprise certification process and review management; and
- Enterprise data security management.

The SEAS Vendor also develops, documents, and maintains Technical Services such as:

- Data Compiling and Profiling;
- Data Management Strategy;
- Information Architecture;
- Conceptual Data Model (CDM);
- Logical Data Model;
- Information Capability Matrix;

- Data Standards:
- Technical Management Strategy;
- Design and Implementation Management Standards and Oversight;
- Technology Standards; and
- Enterprise Data Security Plan.

3 SERVICES PROVIDED BY THE IS/IP VENDOR

The IS/IP Vendor was engaged in 2019 to establish the integrated platform that will serve as the interface through which all information is requested and returned. The IS/IP Vendor provides the following services to facilitate the UOC Vendor in meeting the requirements of the Contract:

Integration Platform Solution

The IS/IP Platform Solution provides a standards-based integration platform to connect diverse applications and enable a common information exchange process between systems. The IS/IP Vendor establishes integration platform services to enable component integrations based on the standards identified by the P-2: FX Project Management Standards, T-4: Technical Management Strategy, T-6: Technology Standards, T-3: Data Standards, and T-8: Enterprise Data Security Plan. The integration platform enables the seamless integration of multiple modular components including Commercial-off-the-Shelf (COTS) software, Software-as-a-Service (SaaS) solutions, and additional modules. The IS/IP Vendor performs the configuration, implementation, support, and maintenance of the ESB, Master Data Management (MDM), Managed File Transfer (MFT), BRE, and SSO solutions. The IS/IP Vendor coordinates with other FX Module Vendors for the development of the architecture for integration capabilities to support FX projects, including the data coming in through the ESB into the Operational Data Store (ODS) maintained in the EDW and eventually transformed into the Enterprise Analytic Data Store, and other modules. The IS/IP Vendor provides user authentication and authorization for all FX modules through the enterprise portal.

The IS/IP Vendor supports the following:

- Processing accuracy (e.g., identity matching, MDM, ESB);
- High-speed processing at extremely large-scale volumes;
- Efficient module and external system integration and processing;
- Simplify configuration, policy, process, maintenance, and testing;
- · Services versioning, reuse, and rapid deployment; and
- Protected and secure FX data and assets.

Integration Services Solution

The IS/IP Vendor provides iterative professional integration services focused on meeting the Agency's needs for interoperability, enterprise integration, and technical coordination of module/module component implementations for the FX. The IS/IP Vendor implements the integration framework based on the standards identified by the **T-6: Technology Standards**, **T-1: Data Management Strategy**, **T-5: Technical Architecture Documentation**, and **T-4: Technical Management Strategy**, located in the **UOC Proposal Library**. The IS/IP Vendor verifies the integrity and interoperability of the FX IT architecture and cohesiveness of the various modules incorporated into the FX. To support the Agency's objectives, the new integration services solution includes the following:

- Systems interoperability;
- · Interface integration; and
- Legacy system transition integration.

4 SERVICES TO BE PROVIDED BY THE EDW VENDOR

The EDW Vendor was engaged in 2020 to provide data management, data warehousing, and data integration capabilities. The EDW Solution will be architected to provide a single source of truth for Agency data, greater information sharing, broader and easier access, enhanced data integration, increased security and privacy, and strengthened query and analytic capability by building a unified data repository for reporting and analytics.

The EDW Vendor provides the following services to facilitate the UOC Vendor in meeting the requirements of the Contract:

- Common Data Architecture;
 - Operational Data Store (ODS)
 - Analytic Data Management and Tools (Reporting Data Store, Analytic Data Store, Data Marts)
 - Enterprise Content Management (ECM)
- Data Quality;
- Enterprise Metadata Management;
- Physical Data Modeling;
- · Business Intelligence and Data Analytics;
- Data services to provide access to the ODS; and
- Data conversion/replication.

5 FX PROJECT LIFE CYCLE AND MANAGEMENT

To deliver FX business and technology services in a consistent manner, the Agency requires FX Vendors to integrate with, and conform to, its standardized processes, protocols, templates and tools. The Agency requires the UOC Vendor to perform broad management, administrative, and supporting services that apply to the delivery of all technology and business services as outlined in this Scope of Services. Unless otherwise noted, the UOC Vendor shall deliver all services required by the Contract, in conformance with the **FX Project Life Cycle (FXPLC)**.

The FXPLC is a project life cycle based on the CMS expedited Life Cycle (XLC), customized for use by FX projects. The FXPLC provides standard terminology and a single source of understanding of the phases, activities, artifacts produced, applicable standards and compliance expectations, and organizational responsibilities that occur during the implementation of FX projects.

FXPLC provides the **P-2: FX Project Management Standards** that all FX projects shall follow, activities to perform, and deliverables and documentation to produce during each life cycle phase.

5.1 Project Management Standards

The **P-2: FX Project Management Standards** articulate how an FX Vendor shall strive to achieve project management goals and manage successful FX projects. The FX Vendors shall adhere to integrated processes designed to support the effective governance and management of all

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projects within the FX Portfolio. Descriptions are provided for each process in the **P-2: FX Project Management Standards** document and include integrated:

- Project management;
- Project scope management;
- Schedule management;
- Project change, risk, action item, issue, decision, and lessons learned management;
- Communications management;
- Stakeholder management;
- Performance management;
- Document management;
- Quality management;
- Benefits realization management;
- Status reporting;
- · Cost management;
- Resource management;
- Requirements management;
- Configuration management;
- · Information management; and
- Requirements for CMS certification

The UOC Vendor shall perform Project Management for the duration of the Contract. The UOC Vendor shall maintain compliance with P-2: FX Project Management Standards and the accompanying P-3: FX Project Management Toolkit (located in the UOC Proposal Library), which set forth the expectations and requirements for all FX projects. As noted in the P-2: FX Project Management Standards, the UOC Vendor shall use Microsoft Project Professional for project schedule management.

| TABLE: B.5.1 – PROJECT MANAGEMENT BUSINESS REQUIREMENTS | |
|--|--|
| Requirement | |
| The UOC Vendor shall adhere to FX project management standards and processes as outlined in the P-2: FX Project Management Standards and the P-3: FX Project Management Toolkit throughout the life of the Contract. | |
| The UOC Vendor shall submit the following project management deliverables as outlined in Attachment B, Exhibit B-1, Deliverables and Performance Standards: | |
| PD-1: Project Management Plan; andPD-2: Project Schedule. | |
| | |

5.2 SYSTEM DEVELOPMENT LIFE CYCLE (SDLC) STANDARDS

The **T-7: Design and Implementation Management Standards** provides a minimum set of technology and management standards for an FX Project. The standards were derived based on widely accepted System Development Life Cycle (SDLC) standards for developing technology systems and in accordance with CMS certification guidance.

| | TABLE: B.5.2 – SDLC BUSINESS REQUIREMENTS | |
|---------|---|--|
| Req ID | Requirement | |
| SDL-001 | The UOC Vendor shall adhere to FX System Development Life Cycle (SDLC) standards as outlined in the T-7: Design and Implementation Management Standards. | |

6 CMS CERTIFICATION LIFE CYCLE

The UOC Vendor is responsible for providing and maintaining a technical solution that supports all requirements for federal certification and qualifying for the maximum FFP from Day 1 of the Operations Phase as defined by CMS. The UOC Vendor shall comply with the most current version of CMS Certification requirements (as provided throughout documents included in the **UOC Proposal Library**) throughout the life of the Contract. The UOC Vendor shall also support all other FX Module Vendors in achieving CMS certification as applicable, and as defined by the Agency. During the certification process, the UOC Vendor shall make any changes required by the federal government for certification expediently and without additional charge to the Agency. The current certification model mandated by CMS is the Streamlined Module Certification / Outcomes Based Certification (SMC/OBC). The requirements listed in this section may not be mandated for CMS certification, however they align to MITA 3.0 standards, Codes of Federal Regulation, and recognized industry best practices.

Table: B.6.0 – Federal Certification Requirements below, summarizes certification requirements for the UOC Vendor in support of other FX module projects and in the role of a FX Module Vendor for the UOC Solution and services. The FX Module Vendors are responsible for the certification of the module/components within their Contract, or to support other module vendors as defined by the Agency. The UOC Vendor shall be responsible for supporting all technical solution components as defined by the Agency to ensure CMS Certification is achieved for all modules that interact with the UOC. The UOC Vendor shall be responsible for providing evidence and artifacts to document CMS certification compliance and support the review and validation of those items by the FX Project Team, IV&V Vendor, and CMS.

| | TABLE: B.6.0 – FEDERAL CERTIFICATION REQUIREMENTS | |
|---------|--|--|
| Req ID | Requirement | |
| CMS-001 | The UOC Vendor shall participate and provide support as needed to the FX Module Vendors for module certification activities including participating in planning activities, meetings, and other activities as required by CMS. | |
| CMS-002 | The UOC Vendor shall assist the Agency in preparing and providing certification artifacts, evidence, and presentation materials. | |
| CMS-003 | The UOC Vendor, based on the certification findings, shall provide all the required remediation activities on a schedule to be approved by CMS and the Agency. | |
| CMS-004 | The UOC Vendor shall update the documentation as necessary to support the certification process and to reflect changes which have been made to the solution during the certification process. | |
| CMS-005 | The UOC Vendor shall support the IV&V certification status reporting to CMS by providing the IV&V Vendor access to documents and artifacts necessary for tracking certification. | |

| | TABLE: B.6.0 – FEDERAL CERTIFICATION REQUIREMENTS | |
|---------|--|--|
| Req ID | Requirement | |
| CMS-006 | The UOC Vendor shall provide applicable documentation of requirements as included in the certification process for each applicable FX Project. | |
| CMS-007 | The UOC Vendor shall provide a Certification Lead who will coordinate with the Agency, SEAS, and IV&V certification counterparts on all activities related to certification including understanding the Medicaid Enterprise Certification Management Plan. | |
| CMS-008 | The UOC Vendor shall support the CMS certification process for all components that are to be certified, as described by CMS. | |
| CMS-009 | The UOC Vendor shall adhere to Medicaid Enterprise Certification Management Plan. | |

6.1 ENHANCED FUNDING REQUIREMENT - CMS STANDARDS AND CONDITIONS

6.1.1 Federal Citations

The UOC Vendor shall comply with 42 CFR 433.112 (b)(5) and (6) and 45 CFR 95.617(a) and (b), including the CMS Standards and Conditions, as well as any amendments from CMS. Florida will have all ownership rights in software or modifications thereof and associated documentation designed, developed, or installed with FFP; and the United States Department of Health and Human Services (US DHHS) will have a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use, for federal government purposes, software, modifications to software, and documentation that is designed, developed, installed, or enhanced with FFP.

To maximize FFP, the Contract is aligned with the CMS Standards and Conditions for Enhanced Funding in accordance with 42 CFR 433.112.

For additional information see: 42 CFR 433.112 - FFP for design, development, installation or enhancement of mechanized processing and information retrieval systems.

6.1.2 State Ownership

The Agency shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the UOC Vendor during the term of the Contract.

Title to the complete system will be transferred to the Agency, including portions (e.g., documentation) as they are created during all phases of the Contract, including any and all performance-enhancing software and operational plans, whether developed or obtained by the Contract or before it. This obligation to transfer all ownership rights and/or license on the part of the UOC Vendor is not subject to limitation in any respect, whether by characterization of any part of the system as proprietary, or by failure to claim for the cost thereof.

The UOC Vendor shall not develop or install any proprietary software for operation of the UOC Solution without prior written approval from the Agency. Installation of any commercial packages must also be prior approved in writing by the Agency. The Agency may allow the development and installation of proprietary software if considered in the best interest of the Agency and if the UOC Vendor is willing to provide the Agency the rights and/or license to operate and maintain the software in question, after the termination of the Contract. No proprietary software/systems may be implemented, using Agency data, without prior written approval from the Agency.

6.2 INDUSTRY BEST PRACTICES REQUIREMENTS

The UOC Vendor shall be responsible for providing and maintaining a technical solution that meets all requirements, as defined by the Agency and agreed to by the Parties, providing evidence and artifacts to document compliance and supporting the review and validation of those items by the FX Project Team, IV&V Vendor, and CMS.

6.2.1 Access and Delivery Requirements

Table: B.6.2.1 – Access and Delivery Requirements below, summarizes the - Access and Delivery Requirements for the UOC Vendor.

| | TABLE: B.6.2.1 – ACCESS AND DELIVERY REQUIREMENTS | |
|---------|--|--|
| Req ID | Requirement | |
| CMS-010 | The UOC Solution limits access to authorized group of stakeholders. | |
| CMS-011 | The UOC Solution conforms to usability and design standards set by the state. This includes aesthetics, consistency in the user interface, and visual quality of the interfaces. | |
| CMS-012 | The UOC Solution fully complies with federal law, Section 508, accessibility, of the Rehabilitation Act. | |
| CMS-013 | The UOC Solution shall be browser agnostic. | |
| CMS-014 | The UOC Solution's transactions execute in a reasonable amount of time as agreed by the Parties. | |
| CMS-015 | The UOC Solution collects information in predefined formats. | |
| CMS-016 | The UOC Solution provides the ability to record and monitor the performance and utilization of resources within the overall system. | |
| CMS-017 | The UOC Solution generates performance measures for specific business processes using predefined and ad hoc reporting methods. | |
| CMS-018 | The UOC Solution protects electronic protected health information (ePHI) from improper alteration or destruction including authentication mechanisms and to corroborate that ePHI has not been altered or destroyed in an unauthorized manner. | |
| CMS-019 | The UOC Solution complies with provisions for Administrative Simplification under the HIPAA of 1996 to ensure the confidentiality, integrity, and availability of ePHI in transit and at rest: | |
| | Provides safeguards as described in the October 22, 1998 State Medicaid Director letter, Collaborations for Data Sharing between State Medicaid, and Health Agencies; | |
| | Performs regular audits; and | |
| | Supports incident reporting. | |
| CMS-020 | The UOC Solution supports data integrity through system controls for software program changes and promotion to production. | |
| CMS-021 | The UOC Solution supports a user security profile that controls user access rights to data categories and system functions. | |

| | TABLE: B.6.2.1 – ACCESS AND DELIVERY REQUIREMENTS | | |
|---------|--|--|--|
| Req ID | Requirement | | |
| CMS-022 | The UOC Solution permits supervisors or other designated officials to set and modify user security access profile. | | |
| CMS-023 | The UOC Solution includes procedures for accessing necessary electronic Protected Health Information (ePHI) in the event of an emergency; continue protection of ePHI during emergency operations. | | |
| CMS-024 | The UOC Solution supports workforce security awareness through such methods as security reminders (at log on or screen access), training reminders, online training capabilities, and/or training tracking. | | |
| CMS-025 | The UOC Solution supports the Agency in its responsibility for: 1. Standard: Security management process. Implement policies and procedures to prevent, detect, contain, and correct security violations. 2. Implementation specifications: a. Risk analysis (Required). Conduct an accurate and thorough assessment of the | | |
| | potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic protected health information held by the covered entity. | | |
| | b. Risk management (Required). Implement security measures sufficient to reduce risks and vulnerabilities to a reasonable and appropriate level to comply with § 164.306(a). | | |
| | c. Sanction policy (Required). Apply appropriate sanctions against workforce members who fail to comply with the security policies and procedures of the covered entity. | | |
| | d. Information system activity review (Required). Implement procedures to regularly review records of information system activity, such as audit logs, access reports, and security incident tracking reports. | | |
| CMS-026 | The UOC Solution alerts appropriate staff authorities of potential violations of privacy safeguards, such as inappropriate access to confidential information. | | |
| CMS-027 | The UOC Solution provides right of access and request for access to individuals to protect PHI in a timely manner that allows it to be included in responses to inquiries and report requests. | | |
| CMS-028 | The UOC Solution supports integrity controls to guarantee that transmitted ePHI is not improperly modified without detection (e.g., provide secure claims transmission). | | |
| CMS-029 | The UOC Solution provides data integrity of ePHI by preventing and detecting improper alteration or destruction (e.g., double keying, message authentication, digital signature, check sums etc.). | | |
| CMS-030 | The UOC Solution provides the capability that all system activity can be traced to a specific user or entity. | | |
| CMS-031 | The UOC Solution identifies and responds to suspected or known security and privacy incidents; mitigate, to the extent practicable, harmful effects of security and privacy incidents that are known to the covered entity or business associate; and | | |

| | TABLE: B.6.2.1 – ACCESS AND DELIVERY REQUIREMENTS | |
|---------|--|--|
| Req ID | Requirement | |
| | document security incidents and their outcomes. (Such as logon attempts that exceed maximum allowed.) | |
| CMS-032 | The UOC Solution logs system activity and enables analysts to examine system activity in accordance with audit policies and procedures (error diagnosis, and performance management) adopted by the Medicaid agency. | |
| CMS-033 | The UOC Solution supports procedures for guarding, monitoring, and detecting malicious software (e.g., viruses, worms, malicious code, etc.). | |
| CMS-034 | The UOC Solution has the capability to provide provision of access to an authorized user or request. | |
| CMS-035 | The UOC Solution contains indicators that can be set to restrict distribution of ePHI in situations where it would normally be distributed. | |
| CMS-036 | The UOC Solution tracks disclosures of ePHI; provides authorized users access to and reports on the disclosures. | |
| CMS-037 | The UOC Solution has the capability to handle request for amendment and timely action of making amendments ePHI about the individual in a designated record set. | |
| CMS-038 | The UOC Solution shall include an identified alternate storage site, including necessary agreements to permit the storage and recovery of system backup information and the resumption of system operations for business functions within the time specified. The UOC Vendor establishes alternate telecommunications services including necessary agreements to permit the resumption of information system operations for essential business functions. | |
| CMS-039 | The UOC Solution shall have standard Access Control specifications to include: Assigning a unique name and/or number for identifying and tracking user identity. (Required) Establishing and implementing as needed emergency access procedures for obtaining necessary electronic protected health information during an emergency. (Required) Implementing electronic procedures that terminate an electronic session after a predetermined time of inactivity. (Addressable) Implementing a mechanism to encrypt and decrypt electronic protected health information. (Addressable) | |
| CMS-040 | The UOC Solution shall separate roles and responsibilities of individuals through assigned information access authorization as necessary to prevent malevolent activity. | |
| CMS-041 | The UOC Solution shall disable accounts after three consecutive invalid login attempts. | |
| CMS-042 | The UOC Vendor shall review user account access on a quarterly basis at a minimum. User accounts should be appropriately disabled as roles and responsibilities change. | |

| TABLE: B.6.2.1 – ACCESS AND DELIVERY REQUIREMENTS | |
|---|--|
| Req ID | Requirement |
| CMS-043 | After 15 minutes of inactivity, the UOC Solution shall initiate a session lock; the session lock should remain in place until the user reestablishes access using established identification and authentication procedures. |
| CMS-044 | The UOC Solution supports or regulates connections with other information systems (e.g., UOC Solution to outside of the Agency authorization boundary) through the use of Interconnection Security Agreements. Interconnection Security Agreements document, the interface characteristics, security requirements, and the nature of the information communicated over the connection. |
| CMS-045 | The UOC Solution allows physical access to information system distribution and transmission lines to be controlled within the facility to prevent unauthorized access. |
| CMS-046 | The UOC Solution allows for a short-term uninterruptible power supply to be employed to facilitate an orderly shutdown of the information system in the event of a primary power source loss. |
| CMS-047 | The UOC Solution allows for sensitive data in transit that requires confidentiality protection to be encrypted when traversing entity boundaries. For data in transit where the only concern is the protection of integrity, hashing techniques and message authentication codes are used instead of encryption. |
| CMS-048 | The UOC Solution uses only Federal Information Processing Standards (FIPS) Pub 140-2 validated (or higher) encryption algorithms. |
| CMS-049 | The UOC Solution updates malicious code protection mechanisms (including signature definitions) whenever new releases are available in accordance with IT system configuration management policy and procedures. |
| CMS-050 | The UOC Solution supports audit controls for hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic protected health information. |

6.2.2 Information Architecture Requirements

Table: B.6.2.2 – Information Architecture Requirements below, summarizes the Information Architecture Requirements for the UOC Solution.

| TABLE: B.6.2.2 – INFORMATION ARCHITECTURE REQUIREMENTS | |
|--|---|
| Req ID | Requirement |
| CMS-051 | The UOC Solution complies with the Agency's standardized structure and vocabulary data for automated electronic intrastate interchanges and interoperability. |

6.2.3 Integration and Utility Requirements

Table: B.6.2.3 – Integration and Utility Requirements below, summarizes the Integration and Utility Requirements for the UOC Solution.

| | TABLE: B.6.2.3 – INTEGRATION AND UTILITY REQUIREMENTS | |
|---------|--|--|
| Req ID | Requirement | |
| CMS-052 | The UOC Solution shall allow the authorized user to have access to user activity history and other management functions, including log on approvals/ disapprovals and log search and playback. | |
| CMS-053 | The UOC Solution maintains online access to at least four years of selected management reports and five years of annual reports. | |

6.2.4 Intermediary and Interfaces Requirements

Table: B.6.2.4 – Intermediary and Interfaces Requirements below, summarizes Intermediary and Interfaces Requirements for the UOC Solution.

| Т | TABLE: B.6.2.4 – INTERMEDIARY AND INTERFACES REQUIREMENTS | |
|---------|--|--|
| Req ID | Requirement | |
| CMS-054 | The UOC Solution shall use a mix of manual and automated business processes. | |
| CMS-055 | The UOC Solution shall perform advanced information monitoring and route system alerts and alarms to communities of interest when the system detects unusual conditions. | |
| CMS-056 | The UOC Solution shall conduct reliable messaging, including guaranteed message delivery (without duplicates) and support for non-deliverable messages. | |

6.2.5 Standards and Conditions Requirements

Table: B.6.2.5 – Standards and Conditions Requirements below, summarizes Standards and Conditions Requirements for the UOC Solution.

| TABLE: B.6.2.5 – STANDARDS AND CONDITIONS REQUIREMENTS | |
|--|---|
| Req ID | Requirement |
| CMS-057 | The UOC Solution shall accommodate customer preferences for communications by email, text, mobile devices, or phones. |
| CMS-058 | The UOC Solution shall comply with standards and conditions adopted by the United States Secretary of Health and Human Services under sections 1104 and 1561 of the Affordable Care Act. |
| CMS-059 | The UOC Solution adopted architecture preserves the ability to exchange data efficiently, effectively, and appropriately with other participants in the health and human services enterprise. |

7 TRANSITION / DESIGN, DEVELOPMENT, AND IMPLEMENTATION (DDI)

Transition defines the requirements for an orderly transfer of the Scope of Services specified in the Contract from the Agency's incumbent vendors to the UOC Vendor.

Transition constitutes all contractual services required for the UOC Vendor to assume responsibility for providing UOC business operations services, including but not limited to the Business Services specified in Section B.8 – UOC Platform Solution, Section B.9. - UOC Services Solution, Section B.10 – Operations and Maintenance, and Section B. 13 - Facilities. The UOC Vendor shall minimize the possibility of any interruption in the provision of services to customers due to Transition activities.

The UOC Vendor shall coordinate and synchronize its transition activities with incumbent vendor(s) (e.g., Fiscal Agent, Enrollment Broker vendors, etc.) turnover activities. The incumbent vendor turnover plans are included in the **UOC Proposal Library**. Coordination of these activities will be as agreed to and directed by the Agency. The UOC Vendor shall work with the Agency and the incumbent vendor(s) to understand the incumbent vendors' current turnover requirements, plans, tasks, milestones, and deliverables, and determine interdependencies with, and impacts to, the UOC Vendor's transition activities and project schedule.

The transition period shall begin on the effective date of the Contract. Transition activities shall occur iteratively as agreed to by the Agency and aligned with implementation plan in Attachment B, Scope of Services, Section B.7.1 – High Level Implementation Plan. The transition period shall conclude when the UOC Vendor has assumed operations for all in-scope services and completed all requirements outlined in PD-19 Turnover Plan deliverable. The UOC Vendor shall assume operations (Assumption of Operations (AOO)), in a phased approach as specified in Section B.7.1- High-Level Implementation Plan. Each phase of AOO will include a Go-Live event, which if successful, will signify the beginning of the AOO. The UOC Vendor shall transition all operations services in an incremental fashion that delivers working solutions as early as possible and in accordance with PD-2 Project Schedule and minimizes the risk of a single, transition event.

The Agency, at its discretion, may also allow deferral of some Transition tasks, deliverables, or services as needed to ensure an effective transition of operational responsibility for all operations services to the UOC Vendor in accordance with PD-2 Project Schedule.

Transition is considered complete when all Transition deliverables are submitted and approved by the Agency, milestones attained, residual inventory received and processed, deferred items completed, and the Agency issues written approval of a complete and successful Transition for all services. In line with an incremental Transition approach, the Agency may approve individual transition of operations services as they Go-Live.

7.1 HIGH-LEVEL IMPLEMENTATION PLAN

As described in Section 1.0, General Overview, the overall FX transformation involves multiple modules and vendors including replacing existing technology and business services across the Florida Medicaid Enterprise over a more than five-year time horizon. Given that complexity, the Agency has several existing target implementation dates that could serve as milestones for the transition of business services to the UOC.

Exhibit B.7.1: High-level Implementation Plan and explanation below is meant to articulate assumptions around those target dates. Coordination with other FX Module Vendors and Agency Bureau Stakeholders will be critical to keep schedules aligned and ensure a seamless transition from existing infrastructure to the desired future state. Thus, some of the dates are subject to

change. Recommended changes to the High-level Implementation Plan below are expected and will be considered and agreed upon by the Agency and the UOC Vendor.

For business services that require Agency staff transition to the UOC platform, the UOC Vendor shall manage the transition related to communication, facilities, scheduling, training, and coordination with Agency leadership. It is the Agency assumption that Agency staff transitioning to the UOC platform will remain in their current location(s).

Based on current knowledge and assumptions, the Agency is planning a multi-stage implementation for the UOC that aligns with the implementation of future FX modules and business services. In addition, the staged approach allows for iterative decommissioning of current incumbent vendors' contracts. The anticipated date for the solution/platform Go-Live and integration to FX system/technology infrastructure is November of 2022.

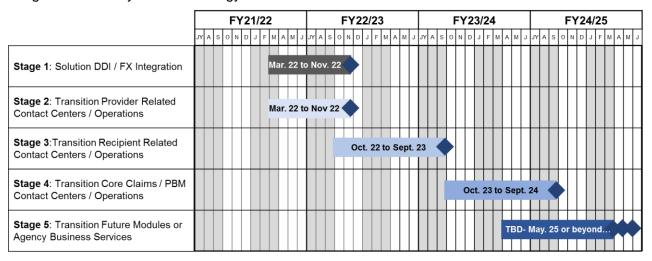


Exhibit B.7.1: High-level UOC Implementation Plan

Stage 1: Solution DDI/FX Integration

Per the technical requirements described in Attachment B, Section B.8, the UOC Vendor shall design, develop, and implement the required infrastructure platform components. In addition, the UOC Infrastructure Platform Solution shall be integrated as needed with the existing FX infrastructure (IS/IP and EDW). The UOC Vendor and the Agency will agree on a preferred DDI sequence and schedule, with consideration of technology configuration and staff training requirements to support the first business services transition (Stage 2) targeted for November of 2022.

Stage 2: Transition Provider Related Contact Centers and Operations

Stage 2 transition to the UOC will align with the target Go-Live date of the FX Provider Services Module (PSM). UOC Provider Business Services Requirements are included in Attachment B, Section B.9.3. PSM is targeted for implementation and Go-Live in September/November 2022. This business services transition will include several elements including, but not limited to:

1. The Provider Enrollment call center operations (currently included in the Agency's FMMIS fiscal agent contract) will transition business operations to the UOC and the PSM. The UOC will handle Tier 1provider enrollment customer support and takeover inbound and outbound mail operations (including email, text, chat, etc.) for provider enrollment. Protocols shall be finalized between the UOC and the PSM, with Agency approval and support. This will include transition cooperation from the Fiscal Agent vendor staff.

- 2. The Agency Provider Assistance call center will transition to the UOC platform approximately19 Agency staff for Tier 2 and Tier 3 activities. The UOC Vendor shall handle Tier 1 customer service support for inquiries related to Medicaid provider assistance, such as enrollment eligibility, application status, and claims adjudication explanation.
- 3. The Agency IT help desk will transition to the UOC platform approximately seven (7) Agency staff. A wide variety of calls come into the help desk including but not limited to Remote Desktop Protocol (RDP) and Virtual Private Network (VPN) connection issues, sites down, computer assistance (varied), access requests (varied), equipment requests (e.g., phone, check out, adapters, monitors, administrative credentials, conference calls, software assistance, training, troubleshooting, etc.). The UOC Vendor shall provide Tier 1 support and leverage their proposed enterprise FX ticket management system (Attachment B, Section B.7.5).
- 4. The Agency Background Screening (BGS) call center and mail operations will transition to the UOC platform approximately 24 Agency staff for Tier 2 activities. The UOC Vendor's staff shall handle the background screening intake and completion of Tier 1 activities.
- 5. In addition, the UOC Vendor shall assume responsibility for provider communications, outreach, and training as described in detail in Attachment B, Section B.9.3.4.

Stage 3: Transition Recipient Related Contact Centers and Operations

- 1. Stage 3 transition to the UOC is meant to coordinate with the resolution of the Agency's Enrollment Broker contract. Recipient customer service and business operations requirements are detailed in Attachment B, Section B.9.4. The target Transition date is September of 2023 and the latest possible Transition date is February of 2024. The Enrollment Broker business operations services will fully transition to the UOC. Volume data for choice counseling calls and mail is included in the Contact Centers-2018-2020 Volumes vF document within the UOC Proposal Library. In addition, the existing Enrollment Broker system functionality will be transitioned to the Customer Relationship Management (CRM) component of the UOC infrastructure platform. Recipient data management coordination will continue to be required with the existing FMMIS system (while it is in operation) and the health plans leveraging IS/IP. Ultimately the UOC Vendor shall leverage IS/IP to coordinate recipient data management with the future Core Module Vendor when that module comes onboard.
- 2. In Stage 3,the Agency Recipient Assistance call center will transition to the UOC platform approximately twenty-nine (29) Agency staff. The UOC Vendor shall provide Tier 1 support for calls mainly involving referral, eligibility/file maintenance, and health system navigation or coordination. The Agency staff, leveraging the UOC platform, will provide Tier 2 support and above. As stated in the recipient requirements section, coordination, collaboration, and referral protocols must be established between the existing Fiscal Agent Vendor, the Health Plans, the Florida Department of Children and Families, and future FX Core Module Vendor.
- 3. In Stage 3, the UOC Vendor shall perform recipient mail operations, and recipient outreach and communications activities performed by the Fiscal Agent Vendor, and the outgoing Enrollment Broker Vendor.

Stage 4: Transition Core Claims / PBM / Complaints Admin Contact Centers and Operations

1. Stage 4 transition to the UOC is meant to coincide with the Go-Live date of the FX Core and Pharmacy Benefits Management (PBM) modules. This stage aligns with the

requirements in Attachment B, Section B.9.5. The target date for Go-Live for these modules is in the first quarter of State Fiscal Year 2024/2025. However, current legislative actions may require PBM to onboard sooner. To support the Core module, the UOC Vendor shall transition all support activities from the Provider Services Call Center (PSCC) within FMMIS to offer this support for Core. Many of the current PSCC support activities around claims processing, payment status, or explanation may transition to future self-service options but the UOC Vendor shall take on responsibilities for provider outreach, communication, training, and on-site support for claims. Agency staff will support the escalated Tier 2 and Tier 3 activities for all of these areas on the UOC platform. Similarly, recipient claims processing, reimbursement support, and file maintenance activities transitioned in Stage 3 will not require FMMIS data availability, and instead will require coordination and data availability from the Core Module.

- 2. To support the Core Module, the UOC Vendor shall perform all claims processing related mail operations, including manual intake, general scanning, keying, and paper claims scanning.
- To support the PBM Module the UOC Vendor staff shall perform all Tier 1 customer support activities. The UOC Vendor shall coordinate with the PBM Vendor for their escalated support staff to leverage the UOC platform.
- 4. Simultaneous with the Core and PBM Module support, the UOC Vendor shall transition all recipient grievance, appeals, complaints, and fair hearings to their Tier 1 support. In addition, the UOC Vendor shall transition provider complaints to their Tier 1 support. Complaints Administration Unit with approximately twenty (20) Agency staff and the Recipient and Provider Assistance Grievances Appeals and Complaints (RPA GAC) Unit with approximately seventeen (17) Agency staff will transition to the UOC platform. RPA GAC staff currently work out of the Ft. Myers, Orlando, Miami, Pensacola, St. Petersburg, and Jacksonville field offices.

Stage 5: Transition Future Modules or Agency Business Services

Stage 5 is targeted to begin in late 2023 or early 2024 but pieces of functionality could begin sooner. Additional business modules are being contemplated for inclusion in this stage including Plan Management, Third Party Liability, Enterprise Case Management, and Contractor Management. These modules may require support or collaboration with the UOC. In addition, as the UOC and Agency operations continue to mature in the future, additional Agency business areas may be identified to transition to UOC Vendor staff support or for Agency staff to transition to the UOC platform/technology. UOC Vendor staff support for these areas may include but is not limited to Tier 1 customer service support, required systems integration and interfaces, and mail room operations. The final scope of UOC support for these opportunities to be identified in the future will be handled through task orders outside the scope of this original procurement but still subject to the rate card established in the cost schedule in the A-5-a Detailed Budget.

7.2 FX ORGANIZATIONAL CHANGE MANAGEMENT

FX 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 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. In summary, OCM addresses the people side of a change by keeping them informed, involved, educated/trained, and supported prior to and throughout the change.

| TABLE: B.7.2 – OCM REQUIREMENTS | |
|---------------------------------|--|
| Req ID | Requirement |
| OCM-001 | The UOC Vendor shall maintain compliance with the FX Organizational Change Management (OCM) standards and accompanying project level OCM deliverables in accordance with the FX OCM Plan located in the UOC Proposal Library . |
| OCM-002 | The UOC Vendor shall coordinate with the Agency's program-level OCM team to develop the organizational structure for the operating model which includes the UOC Vendor's business services. |
| OCM-003 | The UOC Vendor shall propose organizational structure best practices to enhance process efficiencies and avoid functional silos. |
| OCM-004 | The UOC Vendor shall coordinate with the Agency's program-level OCM team to use appropriate tools, templates, and standards for all OCM work products and artifacts. |
| OCM-005 | The UOC Vendor shall identify all impacted Agency Stakeholders a least nine (9) months in advance of target Go-Live date(s). |
| OCM-006 | The UOC Vendor shall provide OCM activities to be completed across the project life cycle as defined in PD-13 : Organizational Change Management Plan . |

7.3 TRAINING

The UOC Vendor shall meet the overarching requirements for Agent Training and Knowledge Management referred to in **Attachment B, Scope of Services, Section B.9.2.3.5** – **Agent Training and Knowledge Management,** including partnering with a firm that specializes in adult learning for customer service and operations training in the healthcare industry. With respect to the tactical transition of business services to the UOC Vendor, the UOC Vendor shall ensure that each staff member has the knowledge and tools to execute business functions prior to Go-Live.

Table: B.7.3 – **Training Requirements** below summarizes the training requirements for business services transitioning to the UOC Vendor and/or Agency staff transitioning to the UOC platform. These requirements also apply to ongoing training during the Operations and Maintenance phase.

| | TABLE: B.7.3 – TRAINING REQUIREMENTS | |
|---------|--|--|
| Req ID | Requirement | |
| TRN-001 | The UOC Vendor shall develop and implement all components defined in PD-13: Organizational Change Management Plan . This plan should reflect all audiences within the UOC that require training including, but not limited to, agents and business service staff. | |
| TRN-002 | The PD-13a Training Approach and Plan component of PD-13 shall define ongoing training activities for UOC team members, including a schedule for the full Contract term. | |
| TRN-003 | The Agency shall work with the UOC Vendor to identify necessary updates to the approved Training Approach and Plan. The Agency reserves the right to direct the UOC Vendor to amend or update its Training Approach and Plan at no additional cost to the Agency. | |

| | TABLE: B.7.3 – TRAINING REQUIREMENTS | |
|---------|--|--|
| Req ID | Requirement | |
| TRN-004 | The UOC Vendor shall create and maintain training materials for the required components of the Contract. | |
| TRN-005 | All training materials, which include manuals, brochures, handouts, agendas, presentations, and web-based or electronic communications, shall be prior approved by the Agency. | |
| TRN-006 | All training materials shall be reviewed and updated on a quarterly basis, or on a schedule mutually agreed to by the Agency and UOC Vendor, to reflect current and updated functionality. | |
| TRN-007 | The UOC Vendor shall provide all instructor-led training identified in the Training Approach and Plan component of PD-13 : Organizational Change Management Plan . | |
| TRN-08 | All UOC Vendor staff must complete training and pass applicable test(s) as defined in the Agency approved Training Approach and Plan prior to providing services under the Contract. | |

7.4 BUSINESS SERVICES TRANSITION

The primary objective is to transition business services specified in the Contract from existing incumbent contractors or Agency bureaus to the UOC Vendor in a manner that minimizes interruption to Florida Medicaid providers and members. The Agency's approach is to transition business services in an incremental fashion that reduces the risk of provider and member impacts that are more likely to occur with a transition of this substantive size and complexity. During the transition of business services, the UOC Vendor must adhere to all Agency Business Operations Service Management policies, procedures, and standards as defined in Attachment B.3, as well as any other terms and conditions of the Contract.

| TABLE: B.7.4 – BUSINESS SERVICES TRANSITION REQUIREMENTS | |
|--|---|
| Req ID | Requirement |
| BST-001 | The UOC Vendor shall implement all business services in a manner that minimizes impact to providers, members, and other Medicaid takeholders. |
| BST-002 | The UOC Vendor shall transition business services in an incremental fashion that delivers working solutions as early as possible. |
| BST-003 | For business services that require Agency staff transitions to the UOC platform, the UOC Vendor shall manage the Transition related to communication, facilities, scheduling, training, and in coordination with Agency leadership. |
| BST-004 | The UOC Vendor shall manage interaction and communication with Agency staff, vendors, and subcontractors during the project engagement to support successful implementation of the Scope of Services. |
| BST-005 | The UOC Vendor shall validate business services requirements based on SOW, incumbent procedures, processes, and Agency feedback. |

| TA | TABLE: B.7.4 – BUSINESS SERVICES TRANSITION REQUIREMENTS | |
|---------|--|--|
| Req ID | Requirement | |
| BST-006 | The UOC Vendor shall update all relevant manuals, processes, procedures, and other documentation for the actual to-be-implemented Business Services and submit for Agency approval no later than thirty (30) calendar days prior to Assumption of Operations. | |
| BST-007 | The UOC Vendor shall develop and demonstrate tracking and reporting processes required to substantiate compliance with performance standards identified for each Business Service. | |
| BST-008 | The UOC Vendor, in collaboration with the Agency and other vendors, shall create a unique (per Go-Live event) Operational Readiness Review (part of PD-15 Production Readiness Review deliverable) demonstrating that all components of the service (people, processes, technologies) are ready to go into production for each supported service. | |
| BST-009 | The UOC Vendor shall demonstrate to the Agency Contract Officer, or designee(s), operational readiness and competency prior to assuming operations of service(s). The Agency has the option to delay Assumption of Operations, at no cost to the Agency, if the UOC Vendor does not demonstrate competency. | |
| BST-010 | The UOC Vendor shall monitor and correct any operational deficiencies during the initial operation of the business functions and formally document lessons learned to be used in subsequent business services Go-Live events. | |

7.5 IT SERVICES TRANSITION

The UOC Vendor shall comply with all technology standards in Attachment B, Section B.8 and requirements listed in **Table: B.7.5 – IT Services Transition Requirements** below.

| | TABLE: B.7.5 – IT SERVICES TRANSITION REQUIREMENTS | |
|---------|---|--|
| Req ID | Requirement | |
| ITS-001 | The UOC Vendor shall conduct an Operational Readiness Review , as defined in PD-15 Production Readiness Review deliverable with the Agency to validate the operational readiness of the UOC Vendor and the solution. The Agency will formally sign off on the Operational Readiness Review and Stage Gate Review Checklist | |
| ITS-002 | The UOC Vendor shall produce and deliver to the Agency the PD-15 Production Readiness Review deliverable, including Stage Gate Review Checklist. | |
| ITS-003 | The UOC Vendor shall perform an implementation process and shall work with the Agency for deploying each proposed solution into production. This would include submitting a PD-9 Implementation Plan/Software Release Plan deliverable to the Agency for approval, facilitating deliverable walk-through with the stakeholders, deploying the solution, and submitting request for the Agency's acceptance of the system implementation. | |
| ITS-004 | The UOC Vendor shall monitor and correct any deficiencies during the initial operation of the solution to verify there are no immediate or ongoing adverse effects | |

| | TABLE: B.7.5 – IT SERVICES TRANSITION REQUIREMENTS | |
|---------|--|--|
| Req ID | Requirement | |
| | on the Agency's programs according to the performance expectations identified in the UOC Vendor's Contract. | |
| ITS-005 | The UOC Vendor shall develop and submit a PD-16 Post Implementation Report deliverable that includes assessment of the implementation, lessons learned, and monitoring information from the system/application and operations that have been implemented. | |

8 UOC PLATFORM SOLUTION (TECHNOLOGY)

This section describes the requirements for the UOC Solution components to be implemented by the UOC Vendor. Solution components are tangible software, hardware infrastructure, data, content, and products provided for use by systems and users.

The requirements listed are based on the Agency's documented technical standards for FX projects. They are a combination of federal, state and FX Project technology standards and include: P-2: FX Project Management Standards; T-1: Data Management Strategy; T-3: Data Standards; T-4: Technical Management Strategy; T-6: Technology Standards; and T-8: Enterprise Data Security Plan, located in the UOC Proposal Library. Further elaboration or exceptions specific to a solution area or specific solution component are contained in the sections that follow.

8.1 TECHNOLOGY STANDARDS AND COMPLIANCE

The UOC Vendor shall adhere to the current and future Agency technology standards as documented in T-6: Technology Standards, located in the UOC Proposal Library. The Technology Standards establish and populate a framework for a common technology vocabulary and communication of relevant and applicable standards for technology components. The Technology Standards Reference Model (TSRM), located in the UOC Proposal Library, is the common technology vocabulary that organizes and groups related technology components' standardizing the names and descriptions of those components. The Technology Standards Reference Guide (TSRG), located in the UOC Proposal Library, is a repository of technology component standards, which identifies and prioritizes specific technology standards for FX projects.

The UOC Vendor shall be familiar with the Agency's IT environment. All services and products provided under the Contract shall comply with all applicable Agency IT policies, including but not limited to, compliance requirements summarized in **Table: B.8.1 –Standards and Compliance Requirements below**. If the UOC Vendor cannot comply with any applicable compliance requirement, then the UOC Vendor must request an exception from the Agency. It will be the responsibility of the Agency to deny the UOC Vendor's exception request or to approve the compliance requirements exception.

| TABLE: B.8.1 – STANDARDS AND COMPLIANCE REQUIREMENTS | |
|--|--|
| Req ID | Requirement |
| CR-001 | The UOC Vendor's Solution shall include full integration of the MITA framework with business, architecture, and data required to support the Agency's healthcare programs. |

| | TABLE: B.8.1 – STANDARDS AND COMPLIANCE REQUIREMENTS |
|--------|---|
| Req ID | Requirement |
| CR-002 | The UOC Vendor shall comply with all sections of the Americans with Disabilities Act (ADA), Section 508 of the Rehabilitation Act, and adhere to user interface standards. |
| CR-003 | The UOC Vendor shall adhere to recognized best practices during the execution of the Contract including the most recent version of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800 series. |
| CR-004 | The UOC Vendor shall be knowledgeable of and support the Agency to maintain compliance with the <i>to-be</i> vision of MITA 3.0 Standards and Conditions-MITA Condition or the latest MITA version, which requires states to align to and advance in MITA maturity for business, architecture, and data. |
| CR-005 | The UOC Vendor's data management strategy and operational policies shall comply with Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH), and American Recovery and Reinvestment Act of 2009 (ARRA) standards. |
| CR-006 | The UOC Vendor's Solution shall be compatible with multiple standard browsers in accordance with the standards stated in the Technology Standards Reference Guide. |
| CR-007 | The UOC Vendor shall verify all technologies implemented are in compliance with any End User Licensing Agreements (EULA) or other licensing arrangements. |
| CR-008 | The UOC Vendor shall comply with all sections in 42 CFR 433.112(b), and Florida Administrative Code Rules; Chapter 60GG-2 Information Technology Standards, Chapter 60GG-1 Project Management and Oversight and Chapter 60GG-5.003 Identity Management. |
| CR-009 | The UOC Vendor shall not use any proprietary services, protocols, or file structures without the written prior approval of the Agency. The UOC Vendor shall document and notify the Agency if a FX Module Vendor proposes or uses a proprietary interface and protocol. |
| CR-010 | The UOC Vendor shall comply with all technology standards documented in the following, which are included in the UOC Proposal Library: T-1: Data Management Strategy T-2: Information Architecture Documentation T-3: Data Standards T-4: Technical Management Strategy T-5: Technical Architecture Documentation T-6: Technology Standards T-7: Design and Implementation Management Standards T-8: Enterprise Data Security Plan |
| CR-011 | The UOC Vendor's Solution shall provide access to all services using English, Spanish, and Creole. |

8.2 HOSTING AND ENVIRONMENTS

Table: B.8.2 – Hosting and Environments Requirements below, summarizes the hosting and environments requirements for the UOC Solution.

| | TABLE: B.8.2 – HOSTING AND ENVIRONMENTS REQUIREMENTS | |
|---------|--|--|
| Req ID | Requirement | |
| ENV-001 | The UOC Vendor's hosting solution shall provide the flexibility to integrate other solutions for security and regulatory purposes in the future and be cost effective with burst capacity. | |
| ENV-002 | The UOC Vendor's hosting environment for all module components shall be compliant with the Statement on Standards for Attestation Engagements (SSAE-18) SOC 2 Type 2 and has Federal Risk and Authorization Management Program (FedRAMP) Certification, FedRAMP Risk Assessment that indicates compliance, or has a documented NIST 800-53 rev 4 at a Moderate system risk assessment designation. | |
| ENV-003 | The UOC Vendor's hosting environment for all module components shall be compliant with Florida's Cloud First directive, Federal Cloud First and Cloud Smart mandates. Details of the cloud first policies are documented in T-4: Technical-Management-Strategy . | |
| ENV-004 | The UOC Vendor's Solution shall be available and accessible twenty-four (24) hours a day, seven (7) days a week with the exception of planned downtime due to system upgrades or routine maintenance. All planned downtime and maintenance outages shall be coordinated and approved by the Agency at least five (5) business days in advance. | |
| ENV-005 | The UOC Vendor shall provide the ability to run multiple sessions, environments, applications, areas, and views simultaneously. This includes providing sufficient environments and configurations (e.g., multiple environments, multiple application layers, hub architecture) necessary to perform all required functions (e.g., testing, training, production operations, modeling, disaster recovery). | |
| ENV-006 | The UOC Vendor shall identify the physical location(s) where the UOC Vendor's Solution is installed and operating. | |
| ENV-007 | The UOC 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. | |
| ENV-008 | The UOC Vendor shall protect all power and telecommunications cabling carrying information or supporting information services related to the solution from interception or damage. The UOC Vendor shall document what existing power and cabling is covered by this standard and communicate this information to the Agency's management for appropriate protective action. | |
| ENV-009 | The UOC Vendor shall provide configurable service failure, exception, and alert logging. | |

| TABLE: B.8.2 – HOSTING AND ENVIRONMENTS REQUIREMENTS | |
|--|--|
| Req ID | Requirement |
| ENV-010 | The UOC Vendor shall provision environments as requested by the Agency and submit the Environmental Readiness Review deliverable (part of PD 15 Production Readiness Review), which 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. |
| ENV-011 | The UOC Vendor shall be responsible for procuring, operating, and maintaining any hardware, software, or services needed to support all components and project tools in use by the UOC Vendor unless otherwise specified. Any license purchased by the UOC Vendor shall be transferred, if applicable, to the Agency no later than 6 months prior to contract end. |
| ENV-012 | The UOC Vendor shall provide a Hardware and Equipment Acquisition and Installation Plan for the proposed solution as outlined in the PD-6: Bill of Materials (BOM) deliverable. |
| ENV-013 | The UOC Vendor shall provide a Software Acquisition and Installation Plan for the proposed solution as outlined in the PD-6 : Bill of Materials (BOM) deliverable. |
| ENV-014 | The UOC Vendor shall install and configure software, hardware, and hosting within the timelines of the Agency approved PD-2: Project Schedule deliverable. |
| ENV-015 | Unless otherwise mutually agreed to in writing, the UOC Vendor must maintain any and all hardware and software products required to support the UOC Vendor's Solution at their most current major version (patches, fixes, upgrades, and releases for all software, firmware, and operating systems) or no more than one major version back from the most current major version. |
| ENV-016 | The UOC Vendor shall perform a monthly review of UOC Solution hardware, software, and licenses, and shall present recommendations to the Agency for review and removal of any unneeded hardware, software, and licenses eligible to be decommissioned upon approval from the Agency. |
| ENV-017 | The UOC Vendor shall connect to other FX Modules through the use of the <i>Equinix Cloud Connection hub</i> . |

8.3 DISASTER RECOVERY AND BUSINESS CONTINUITY

Table: B.8.3 – Disaster Recovery/Business Continuity Requirements below summarizes the disaster recovery and business continuity requirements for the UOC Solution.

The Contingency Plan for Disaster Recovery and Business Continuity has been outlined in the **T-4: Technical Management Strategy** document located in the **UOC Proposal Library.**

| TABLE: B.8.3 – DISASTER RECOVERY/BUSINESS CONTINUITY REQUIREMENTS | |
|---|--|
| Req ID | Requirement |
| DR-001 | The UOC Vendor shall provide for the recovery and reconstitution of the information system to a known state after a disruption, compromise, or failure. Recovery of the information system after a failure or other contingency shall be done in a trusted, secure, and verifiable manner. |
| DR-002 | The UOC Vendor shall provide a PD-10 Contingency Plan (for Disaster Recovery and Business Continuity) deliverable for the UOC Solution that details: |
| | Roles and responsibilities; |
| | Critical Stakeholder communication; |
| | Check point/restart capabilities; |
| | Uninterruptible power supply; |
| | Retention and storage of back-up files and software; |
| | Solution for continuous UOC Vendor and Agency communications; |
| | Recovery Time Objective (RTO); |
| | Recovery Point Objective (RPO); |
| | Back-up procedures, hot sites, redundancy, and support to prevent and accommodate the disruption of systems and communications. These procedures shall specify any alternate location(s) in the event critical functions are impacted; and |
| | Annual Disaster Recovery and Business Continuity Demonstration and Annual Test of the Contingency Plan. |
| DR-003 | As part of PD-10 Contingency Plan deliverable, the UOC Vendor shall establish, in cooperation with the Agency, a Business Impact Assessment with a hierarchy of critical services and infrastructure to determine the priority order that services shall be restored. |
| DR-004 | The Agency reserves the right to direct the UOC Vendor to amend or update its PD-10 Contingency Plan in accordance with the best interests of the Agency and at no additional cost to the Agency. |
| DR-005 | The UOC Vendor shall modify the PD-10 Contingency Plan , software installation procedures, and operational procedures with 30 days of the impact, to reflect the changes implemented with data sources, interface, system changes, the implementation of FX modules, or any enhancements that will impact the DR/BC capability. |
| DR-006 | The UOC Vendor must keep the PD-10 Contingency Plan in sync with the IS/IP Vendor and other applicable Agency IT system's Disaster Recovery and Business Continuity Plan. |
| DR-007 | The UOC Vendor shall maintain the PD-10 Contingency Plan in a secure, online repository, as agreed to by the Agency, and in hard copy. |

| TABLE: | B.8.3 – DISASTER RECOVERY/BUSINESS CONTINUITY REQUIREMENTS |
|--------|--|
| Req ID | Requirement |
| DR-008 | The UOC Vendor shall, in the event of a natural or man-made disaster, protect all data/files in an off-site location. Backup, disaster recovery, and facility assessment shall be performed at sites specified in the PD-10 Contingency Plan . The UOC Vendor shall provide an alternate business site if the primary business site becomes unsafe or inoperable. |
| DR-009 | If the UOC Vendor's Solution is on-premise then they shall provide workspace for the Agency's Disaster Recovery/Business Continuity staff at the UOC Vendor's Disaster Recovery/Business Continuity site, as needed, to support successful continuous operations when activating the PD-10 Contingency Plan . |
| DR-010 | The UOC Vendor shall maintain all solution-related backups in a manner that shall reduce disruption of service or loss of data due to system or program failures or destruction. |
| DR-011 | The UOC Vendor shall support the PD-10 Contingency Plan activities, which provide immediate failover and create policies and procedures to implement recovery of all business services. |
| DR-012 | The UOC Vendor shall comply with all service level metrics, as referenced in Attachment B, Exhibit B-2a: Operations and Maintenance Service Level Metrics relevant to Disaster Recovery and Business Continuity Requirements. |
| DR-013 | In the course of replicating, storing, transmitting, maintaining, and restoring any and all enterprise data and software, the UOC Vendor shall encrypt and secure all data used for Disaster Recovery/Business Continuity at rest and in transit. |
| DR-014 | The UOC Vendor shall provide transaction recovery after any level of failure, including the ability to successfully restore transactions, regardless of size or distribution across the system. |
| DR-015 | The UOC Vendor shall update the PD-10 Contingency Plan (for Disaster Recovery and Business Continuity) with each new implementation of a FX module to include all new interfaces, communication connections and processes. |
| DR-016 | The UOC Vendor shall update the PD-10 Contingency Plan (for Disaster Recovery and Business Continuity) on a schedule defined by the Agency and maintain current system documentation, user documentation, and all program libraries. |
| DR-017 | The UOC Vendor shall modify the PD-10 Contingency Plan (for Disaster Recovery and Business Continuity), software installation procedures, and operational procedures as needed or requested by the Agency to reflect the changes implemented with new data sources, system changes, or any enhancements that shall impact the DR/BC capability. |
| DR-018 | The UOC Vendor shall comply with all Deliverables and Performance Standards in Attachment B, Exhibit B-1: Deliverables and Performance Measures that are relevant to Disaster Recovery and Business Continuity Requirements. |
| DR-019 | The UOC Vendor shall provide redundant internet connections to the primary site for business continuity. |

| TABLE: B.8.3 – DISASTER RECOVERY/BUSINESS CONTINUITY REQUIREMENTS | |
|---|---|
| Req ID | Requirement |
| DR-020 | The UOC Vendor shall provide a solution capable of the Recovery Time Objective (RTO) of fifteen (15.0) minutes or less for each Recovery executed. |
| DR-021 | The UOC Vendor shall provide a solution capable of the Recovery Point Objective (RPO) of twenty-four (24) hours or less for each Recovery executed. |
| DR-022 | The UOC Vendor shall provide a disaster recovery site that is at a substantial distance away, as approved by the Agency, from the primary site so that a single event, such as a natural disaster, does not affect both locations. |
| DR-023 | The Vendor shall develop and maintain PD-10 Contingency Plan (for Disaster Recovery and Business Continuity) for restoring the application of software and current master files and for hardware backup in the event the production systems are disabled or destroyed. The disaster recovery plan shall limit service interruption to a period of twenty-four (24) clock hours and shall ensure compliance with all requirements under the Contract. The records backup standards and a comprehensive disaster recovery plan shall be developed and maintained by the Vendor for the entire period of the Contract and submitted for review annually by the anniversary date of the Contract. |
| DR-024 | The Vendor shall maintain PD-10 Contingency Plan (for Disaster Recovery and Business Continuity) for restoring day-to-day operations including alternative locations for the Vendor to conduct the requirements of the Contract. The disaster recovery plan shall limit service interruption to a period of twenty-four (24) clock hours and shall ensure compliance with all requirements of the Contract. |
| DR-025 | PD-10 - Contingency Plan for Disaster Recovery and Business Continuity shall be finalized no later than thirty (30) calendar days prior to the Contract effective date. The Agency shall review PD-10 - Contingency Plan (for Disaster Recovery and Business Continuity) during the readiness review. |
| DR-026 | The Vendor shall make all aspects of PD-10 - Contingency Plan (for Disaster Recovery and Business Continuity) available to the Agency at all times. |

8.4 DATA CONVERSION, CLEANSING, MIGRATION

Table: B.8.4 – Data Conversion, Cleansing, and Migration below summarizes the data conversion requirements for the Vendor's UOC Solution.

| TABLE: B.8.4 – DATA CONVERSION, CLEANSING, AND MIGRATION | |
|--|--|
| Req ID | Requirement |
| DC-001 | The UOC Vendor shall provide authorized Agency or other designated staff access to an environment to validate converted data and provide support for the data validation effort. |

| TA | TABLE: B.8.4 – DATA CONVERSION, CLEANSING, AND MIGRATION | |
|--------|---|--|
| Req ID | Requirement | |
| DC-002 | The UOC Vendor shall work with the Agency to identify the data elements that will be converted into the UOC Vendor's Solution. For legacy data elements that cannot be converted into the UOC Vendor's Solution, the UOC Vendor shall work with the Agency to achieve desired business outcomes using the data elements in the UOC Vendor's Solution. | |
| DC-003 | The UOC Vendor shall work with the Agency to identify data elements or fields in the UOC Vendor's Solution that are not available to be converted from the legacy system, and whether the conversion programs should fill them with default or initial values. | |
| DC-004 | The UOC Vendor shall perform one or more trial conversions, as necessary before final conversion of the data and present the results to the Agency for approval. | |
| DC-005 | The UOC Vendor shall produce the reports, as deemed necessary by the Agency, to demonstrate adequate quality control within the data conversion process. | |
| DC-006 | The UOC Vendor shall implement a data conversion and migration solution that provides the capability of resolving semantic and context conflicts across numerous data sources in a consistent and reliable manner, ensuring both the accuracy and integrity of the data. | |
| DC-007 | The UOC Vendor shall identify and document the existing Agency data, data structures, and call center content the UOC Vendor is responsible for, and shall provide a crosswalk for the identified data, data structures, and content to corresponding elements in the UOC Vendor Solution. | |
| DC-008 | The UOC Vendor shall provide a data conversion and migration solution that supports Heterogeneous Infrastructures and data types. | |
| DC-009 | The UOC Vendor shall provide a data conversion and migration solution that supports data transformation and mapping functionality. | |
| DC-010 | The UOC Vendor shall provide a data conversion and migration solution that supports Cloud-based Migration. | |

8.5 IT COMMON OPERATIONS TOOL REQUIREMENTS

This section provides a list of IT Common Operations (ITCO) Tools that the UOC Vendor shall use as required by the Agency. ITCO establishes technology tool standards, provides economies of scale, and avoids duplicative functions or purchases. **Exhibit B.8.5: IT Common Operations Tools** describes which tools the UOC Vendor is required to use, where applicable, and which tools are optional.

| ID 🔻 Title | ▼ IT Component Usage Strategy | IT Common Service Provider | Tool/Software | Required |
|--|-------------------------------|----------------------------|---------------------------|----------|
| 1 Business Rules Engines | IT Common Operation | IS/IP Vendor | Oracle OPA | Required |
| 2 Authentication | IT Common Operation | IS/IP Vendor | ForgeRock | Required |
| 3 Single Sign-On | IT Common Operation | IS/IP Vendor | ForgeRock | Required |
| 4 Authorization | IT Common Operation | IS/IP Vendor | ForgeRock | Required |
| 5 Master Data Management (MPI/MOI) | IT Common Operation | IS/IP Vendor | Informatica | Required |
| 6 Enterprise Service Bus (ESB) | IT Common Operation | IS/IP Vendor | Oracle Enterprise Bus | Required |
| 7 Messaging Oriented Middleware (MOM) | IT Common Operation | IS/IP Vendor | Oracle Enterprise Bus | Required |
| 8 Web Registry Service | IT Common Operation | IS/IP Vendor | Oracle Enterprise Bus | Required |
| 9 Identity Management | IT Common Operation | IS/IP Vendor | ForgeRock | Required |
| 10 Multi Factor Authentication | IT Common Operation | IS/IP Vendor | ForgeRock | Required |
| 11 Privileged Access Management | IT Common Operation | IS/IP Vendor | ForgeRock | Required |
| 12 Cloud Access Security Broker | IT Common Operation | AHCA | Equinix | Required |
| 13 Managed File Transfer | IT Common Operation | IS/IP Vendor | Oracle MFT | Required |
| 14 SIEM | IT Common Operation | IS/IP Vendor | Splunk | Required |
| 15 Address Validation and Verification | IS/IP Scope | IS/IP Vendor | Informatica AddressDoctor | Required |
| 16 Application Life Cycle Management Tools | IS/IP Scope | IS/IP Vendor | IS/IP Scope | Required |
| a Requirements Management | IS/IP Scope | IS/IP Vendor | Jira | Required |
| b Test Management | IS/IP Scope | IS/IP Vendor | Jira | Required |
| c Source Control | IS/IP Scope | IS/IP Vendor | BitBucket | Required |
| d Collaboration tool | IS/IP Scope | IS/IP Vendor | Confluence | Required |
| e Continous Integration/Continous Deployment | IS/IP Scope | IS/IP Vendor | Jenkins | Required |
| f Artifact Management | IS/IP Scope | IS/IP Vendor | Artifactory | Required |
| g ALM Reporting | IS/IP Scope | IS/IP Vendor | EazyBl | Required |
| 17 Job Scheduler | IT Common Operation | AHCA | ActiveBatch | Required |
| 18 Documentation Repository | IT Common Operation | AHCA | SharePoint | Required |
| 19 Change Control | All Scope | AHCA | Jira | Required |
| 20 Security Rating Score | All Scope | AHCA | RiskRecon | Required |
| 21 Asset Management | IT Common Operation | AHCA | Cherwell | Required |
| 22 Metadata Management | IT Common Operation | EDW | EDW | Required |
| 23 Content Management | IT Common Operation | EDW | EDW | Required |
| 24 Data Warehouses | IT Common Operation | EDW | EDW | Required |
| 25 Database Replication and Clustering | IT Common Operation | EDW | EDW | Required |
| 26 Data Quality Management | IT Common Operation | EDW | EDW | Required |
| 27 Operational Data Store (ODS) | EDW Scope | EDW | EDW | Optional |
| 28 Reporting Data Store | EDW Scope | EDW | EDW | Optional |
| 29 Analytical Data Store | EDW Scope | EDW | EDW | Optional |
| 30 Business Intelligence Tools | EDW Scope | EDW | EDW | Optional |
| 31 Reporting Solution | EDW Scope | EDW | EDW | Required |
| 32 Data Marts | EDW Scope | EDW | EDW | Optional |
| 33 Specialized Data Marts | EDW Scope | EDW | EDW | Optional |
| 34 Logical Data Model | EDW Scope | SEAS | EDW | Optional |

Exhibit B.8.5: IT Common Operations Tools

8.6 INTEGRATION

The UOC Vendor's Solution shall enable access and use of enterprise data through the use of the IS/IP and data services. The FX integration strategy and standards are documented in **T-5: Technical Architecture Documentation**.

Table: B.8.6 – Integration Requirements below, summarizes the integration and data services requirements for the Vendor's UOC Solution.

| TABLE: B.8.6 – INTEGRATION REQUIREMENTS | |
|---|---|
| Req ID | Requirement |
| INT-001 | The UOC Vendor shall develop operational procedures in coordination with the Agency and with other enterprise module Vendors to restore system availability. The UOC Vendor shall obtain Agency approval of all operational procedures prior to their implementation. |
| INT-002 | The UOC Vendor's Solution shall enable all service endpoints/APIs to be exposed to the ESB and be able to receive and submit messages through the ESB. |
| INT-003 | The UOC Vendor shall provide an architecture that has clearly defined service endpoints. |
| INT-004 | The UOC Vendor's Solution shall ensure information and event notifications include aggregated and integrated information. |
| INT-005 | The UOC Vendor's Solution shall include business process orchestration in an event-driven environment that maximizes process automation. |
| INT-006 | The UOC Vendor shall collaborate with the IS/IP Vendor to automatically report system availability to the IS/IP availability solution. The frequency of each module component verification will be defined by the Agency. |
| INT-007 | The UOC Vendor's Solution shall identify and report errors in transactions and immediately notify the source system of the specific errors including whether the errors have precluded loading and/or using the data. |
| INT-008 | The UOC Vendor shall implement message delivery integrity (e.g., delivery confirmation for successful messages and alerts for message delivery failures). |
| INT-009 | The UOC Vendor's Solution shall provide standardized error and exception message logging and reporting with a level of detail that supports debugging down to the individual user or machine to machine interactions. |
| INT-010 | The UOC Vendor's Solution shall receive and display data, messages, and alerts from other systems in real-time. |
| INT-011 | The UOC Vendor's Solution shall support web services, specifications, and adapters (e.g., ODBC, Web Service (WSDL, WS-*, SOAP, REST, UDDI, ODATA), JSON-WDP, MS SQL, SQL Server, Oracle, FTPS, SFTP, HTTPS, MSMQ). |
| INT-012 | The UOC Vendor's Solution must receive, translate and process data to and from the variety of protocols (e.g., FTP, FTPs, SFTP, HTTP, HTTPS, JMS, JDBC, ODBC, NET, AS2, AS3, POP3, SMTP, SSH, TCP, CICS). |
| INT-013 | The UOC Vendor's Solution shall include module components that are loosely coupled and can be added or replaced quickly. |
| INT-014 | The UOC Vendor's Solution shall integrate with the enterprise identity matching solution provided by the IS/IP Vendor, Enterprise Master Person Index (MPI), and Master Organization Index (MOI). |

| TABLE: B.8.6 – INTEGRATION REQUIREMENTS | |
|---|---|
| Req ID | Requirement |
| INT-015 | The UOC Vendor, in cooperation with the SEAS, IS/IP, EDW, and UOC Vendors, shall enforce implementation of components based on a Service Oriented Architecture (SOA), which support reuse of the services and component functionality. |
| INT-016 | The UOC Vendor shall collaborate with the Agency, external entities including other FX Module Vendors and other state agencies, and the IS/IP Vendor to establish, provide assistance to, and support interfaces and connectivity to the integration platform within the Medicaid Enterprise System. |
| INT-017 | The UOC Vendor's Solution shall include a platform where functional or technical modules or module components are loosely coupled and can be added, changed, or removed. |
| INT-018 | The UOC Vendor's Solution shall maintain a record/audit log of errors during update processes, capturing at minimum the originating source and user. |
| INT-019 | The UOC Vendor shall provide effective integration of solutions including Commercial-Off-The-Shelf (COTS) and Software as a Service (SaaS) solutions, which may be configured quickly to provide faster delivery of new functionality. |
| INT-020 | The UOC Vendor shall develop a PD-3 High-Level Technical Design (Includes Technical Integration Plan) deliverable which provides a detailed approach to aspect-oriented integration and standards. |
| INT-021 | The UOC Vendor shall document all interfaces in the Interface Control Document (ICD), part of the PD-8 System Design Document deliverable requirements, which shall include data layout documentation, data mapping crosswalk, inbound/outbound capability, volume, frequency, and information on producer and consumer of the service for all interfaces. The template for the standard ICD, developed by the IS/IP Vendor is included in the FX IS/IP ICD Template within the UOC Proposal Library . |
| INT-022 | The UOC Vendor shall provide and document architecture specifications as part of the PD-8 System Design Document (Includes Integration Architecture Specifications) deliverable, which has clearly defined service endpoints. All service endpoints/APIs shall be exposed to the ESB and able to receive and submit messages through the ESB. |
| INT-023 | The UOC Vendor's Solution shall integrate with web-services, queues, or other common message brokering protocols for the exchange of data or files. |
| INT-024 | The UOC Vendor shall send and receive real-time discrete transactions between modules and the integration platform to reduce the need for bulk data transfers. |
| INT-025 | The UOC Vendor's Solution shall provide real-time alerting when defined thresholds are met and shall be communicated to the Agency via Agency-approved methods. |
| INT-026 | The UOC Vendor agrees to not include configurable data or input that is hard-coded. Configurable data or input shall not be included in the source code. |

| TABLE: B.8.6 – INTEGRATION REQUIREMENTS | |
|---|--|
| Req ID | Requirement |
| INT-027 | The UOC Vendor shall provide versioning of web services and messages to support similar transactions from different sources. |

8.7 SECURITY

Table: B.8.7 – Security Requirements below, summarizes the minimum security requirements for the UOC Solution. The UOC Vendor shall adhere to FX Security Standards detailed in the **T-6: Technology Standards** and **T-8: Enterprise Data Security Plan** documents. Current versions of these documents are included in the **UOC Proposal Library.**

| TABLE: B.8.7 – SECURITY REQUIREMENTS | | |
|--------------------------------------|---|--|
| Req ID | Requirement | |
| SEC-001 | The UOC Vendor's Solution shall provide a physical and electronic environment that uses public key infrastructure to verify all transactions and the identity of all users and denies access to unauthorized users. | |
| SEC-002 | The UOC Vendor's Solution must guard against unauthorized access to electronic protected health information that is being transmitted over an electronic communications network. | |
| SEC-003 | The UOC Vendor shall ensure all personnel, including subcontractor personnel, providing services under the Contract are familiar with and comply with Attachment <>, Business Associate Agreement and the privacy and security policies included in the Contract. | |
| SEC-004 | The UOC Vendor shall protect all Agency data from loss or unauthorized disclosure. | |
| SEC-005 | The UOC Vendor's Solution shall follow regulations governing the safeguard of information about applicants and beneficiaries. The following is the minimal set of information that must be safeguarded: 1) Names and addresses; 2) Medical services provided; 3) Social and economic conditions or circumstances; 4) Agency evaluation of personal information; 5) Medical data, including diagnosis and past history of disease or disability; 6) Any information received for verifying income eligibility and amount of medical assistance payments; income information received from the Social Security Administration (SSA) or the Internal Revenue Service must be safeguarded according to the requirements of the agency that furnished the data; and, 7) Any information received in connection with the identification of legally liable third-party resources. | |

| TABLE: B.8.7 – SECURITY REQUIREMENTS | | |
|--------------------------------------|--|--|
| Req ID | Requirement | |
| SEC-006 | The UOC Vendor shall implement and maintain reasonable and appropriate administrative, technical, and physical safeguards for protecting ePHI in accordance with the HIPAA Security Rule on a control by control basis as defined by the NIST Cybersecurity Framework and NIST SP 800-53. | |
| SEC-007 | The UOC Vendor's Solution shall have multiple layers of external and internal security that provide administrative, physical, and technical mechanisms to protect sensitive or confidential information used in performing the responsibilities and duties defined for the solution. | |
| SEC-008 | The UOC Vendor's Solution shall provide tools (e.g., alerts or reports), which identifies usage anomalies or users who may have misused the system. | |
| SEC-009 | The UOC Vendor's Solution shall provide an audit trail of all inquiry, insert, update, and delete transactions performed on any data retained by the solution. Audit records shall capture the responsible user or process, date and time of change, the status of the record, and <i>before</i> and <i>after</i> snapshots of the affected record. | |
| SEC-010 | The UOC Vendor's Solution shall provide security audit trail reporting (e.g., security, level, locale, IP address, user ID, before and after changes). | |
| SEC-011 | The UOC Vendor's Solution shall ensure the audit trail cannot be modified. | |
| SEC-012 | The UOC Vendor's Solution shall contain information as determined and directed by the Agency and must meet Health Information Technology for Economic and Clinical Health Act (HITECH) auditing standards. | |
| SEC-013 | The UOC Vendor shall respond to all risks identified through the periodic security risk assessments with a CMS Information Security Program Plan of Action and Milestones (POA&M) containing clarifying information, a proposed mitigation strategy if necessary, and a timeline for implementation. The UOC Vendor shall work with the Agency to successfully execute the POA&Ms. The template for the Agency defined POA&M is contained in T-8 Enterprise Data Security Plan-Attachment-G-POAM-Template. | |
| SEC-014 | The UOC Vendor's Solution shall not include any code of unknown origin. | |
| SEC-015 | The UOC Vendor shall develop and maintain policies and procedures for security clearance and staffing controls for access to confidential information and/or restricted areas within the UOC Vendor's Solution. Such policies and procedures shall be approved by the Agency. | |
| SEC-016 | The UOC Vendor must limit access to its off-site facilities, including storage facilities and mail rooms. The Agency has the right to perform or request physical | |

| TABLE: B.8.7 – SECURITY REQUIREMENTS | | |
|--------------------------------------|--|--|
| Req ID | Requirement | |
| | security audits of the UOC Vendor's off-site and on-site facilities at the Agency's discretion. | |
| SEC-017 | The UOC Vendor shall maintain a current list of all personnel, UOC Vendor and non-UOC Vendor, who have access to its data center facilities (e.g., review and approval of access list and authorization credentials at least once every 90 days, removes personnel from the access list who no longer require access). | |
| SEC-018 | The UOC Vendor shall provide to the Agency, upon request, a listing of all users having access to the UOC Vendor's module components, including source code, infrastructure, and/or data with details regarding the access granted to each user. | |
| SEC-019 | The UOC Vendor's data center shall be housed in a secure area, protected by a defined security perimeter, with appropriate security barriers and entry controls to regulate physical access to the data center, record and control access by visitors, and regularly review and update access rights to the data center. | |
| SEC-020 | The UOC Vendor shall ensure maintenance of physical access credentials an controls (e.g., employee badge and security video) for all staff having access t system, data, and processing location(s). The UOC Vendor shall designate on or more persons responsible for the security of each UOC Vendor facility. | |
| SEC-021 | The UOC Vendor's Solution shall ensure that all data stored by the module, regardless of its location, is encrypted at rest. | |
| SEC-022 | The UOC Vendor's Solution shall include transmission security that uses at least TLS 1.2, SHA 2 with a minimum of a 2048 bit key. | |
| SEC-023 | The UOC Vendor's Solution shall integrate with the IS/IP SSO Solution for identity and access management to grant authorization, through role-based security or other standard access control models, as approved by the Agency. | |
| SEC-024 | User account access authorization should follow the Principle of Least Privilege (PoLP) concept, which allows users access to only the information that is necessary to accomplish assigned tasks in accordance with their business functions. | |
| SEC-025 | The UOC Vendor's Solution shall allow access and role changes to be made in real-time with appropriate authorizations. | |
| SEC-026 | The UOC Vendor's Solution shall allow creation and management of access controls restrictions based upon individual characteristics, individual functions, or functional groups. | |
| SEC-027 | The UOC Vendor shall ensure user account access is reviewed on a quarterly basis at a minimum. User accounts shall be appropriately disabled as roles and responsibilities change. | |

| TABLE: B.8.7 – SECURITY REQUIREMENTS | | | |
|--------------------------------------|--|--|--|
| Req ID | Requirement | | |
| SEC-028 | The UOC Vendor shall enforce physical access authorizations for all physical access points (including designated entry/exit points) to the facilities where the formation system infrastructure resides (excluding those areas within the facility fficially designated as publicly accessible). | | |
| SEC-029 | The UOC Vendor's Solution shall employ malicious code protection mechanisms at IT systems entry and exit points, at workstations, servers, and mobile computing devices on the network to detect and eradicate malicious code. | | |
| SEC-030 | The UOC Vendor's Solution shall use foundational technical standards such as X.509 Certificate format and Public Key Cryptography Standard (PKCS). | | |
| SEC-031 | The UOC Vendor shall collaborate with the IS/IP Vendor, as directed by the Agency, to integrate the UOC Vendor's Solution into the Agency's integration platform for single sign-on and federated identity management. | | |
| SEC-032 | The UOC Vendor shall develop an overall data security process that supports data security auditing. | | |
| SEC-033 | The UOC Vendor shall provide logical segregation of the Vendor's UOC Solution, components, and network connections with other entities to prevent any unauthorized disclosure of the Agency's data. | | |
| SEC-034 | The UOC Vendor's Solution code shall never run from a system-level account with unlimited privileges such as <i>root</i> or <i>administrator</i> . | | |
| SEC-035 | The UOC Vendor shall ensure the confidentiality, privacy, and security of all state data passing through the UOC Vendor and subcontractor networks. | | |
| SEC-036 | The UOC Vendor shall establish and implement emergency access procedures for the Agency to obtain secure access to module data during an emergency. Emergency access procedures shall be documented in the P-10 Contingency Plan and are subject to the Agency's approval. | | |
| SEC-037 | The UOC Vendor shall provide controls to prevent unauthorized alteration or destruction of data at rest or in transit and shall include tools to detect and report unauthorized data alteration/destruction whether successful or not. | | |
| SEC-038 | The UOC Vendor's Solution shall track disclosures of ePHI, provide authorized users access to specifically authorized ePHI, and report on the disclosures of ePHI. | | |
| SEC-039 | The UOC Vendor shall work in conjunction with the Agency in developing a Privacy Impact Analysis for each module or module component that includes the following information: | | |

| TABLE: B.8.7 – SECURITY REQUIREMENTS | | |
|--------------------------------------|--|--|
| Req ID | Requirement | |
| | Use of Personally Identifiable Information (PII) or Protected Health Information (PHI) and a description of the types of data that will be collected; Sources of PII/PHI, populations, and transfer and disclosure mechanisms; Legal environment (legal authorities and state privacy laws); Details about the entities with which the collected information will be shared; Privacy and security standards for its business partners and other third parties and the agreements that bind these entities; Incident handling procedures; and Privacy and/or security awareness programs and materials for its workforce. | |
| SEC-040 | The UOC Vendor's Solution shall mask, sanitize, scramble, and desensitize sensitive data (e.g., PII/PHI), when extracting data from the production environment for use in non-production environments. | |
| SEC-041 | The UOC Vendor's Solution shall provide right of access and request for access to individuals to protect PHI in a timely manner that allows it to be included in responses to inquiries and report requests. | |
| SEC-042 | The UOC Vendor shall develop policies and procedures governing the confidential nature of information including the legal sanctions imposed for improper disclosure and use. | |
| SEC-043 | The UOC Vendor shall follow the security event and incident reporting process documented in T-8: Enterprise Data Security Plan, included in the UOC Proposal Library. | |
| SEC-044 | The UOC Vendor shall coordinate with the FX Project Team, the IS/IP Vendor, and the FX Module Vendors to select appropriate baseline controls based on NIST SP 800-53, the standards defined by the Agency and Florida Cybersecurity Standards (FCS). | |
| SEC-045 | The UOC Vendor shall participate with the FX Project Team, the IS/IP Vendor, and the FX Module Vendors to develop and execute a Security Test Plan for all shared infrastructure, connectivity, and communications between the solution, the integration platform, and the FX modules. | |
| SEC-046 | The UOC Vendor shall participate with the FX Project Team, the IS/IP Vendor, and the FX Module Vendors to develop the Security Authorization Package required for Authorization to Operate approval. The details for defining this package are defined in T-8: Enterprise Data Security Plan, included in the UOC Proposal Library. | |
| SEC-047 | The UOC Vendor shall develop a PD-4 System Security Plan (SSP) deliverable according to the MARS-E 2 template as documented in the T-8: Enterprise Data Security Plan , Attachment-C-System-Security-Plan-SSP, included in the UOC Proposal Library . | |

| TABLE: B.8.7 – SECURITY REQUIREMENTS | | |
|--------------------------------------|---|--|
| Req ID | Requirement | |
| SEC-048 | The UOC Vendor shall perform a security risk assessment following the guidelines documented in T-8: Enterprise Data Security Plan , Attachment-D-Information-System-Risk-Assessment-Template, included in the UOC Proposal Library . The assessment shall be conducted on an annual basis and ad hoc as when additions or changes to functionality impact the security framework, architecture, or when a new vulnerability exists. | |
| SEC-049 | At a minimum, the UOC Vendor shall conduct vulnerability testing, which includes but is not limited to Network, Application, Code, Compliance, SSL, and Database Scans. The testing shall be conducted on a quarterly basis and whenever major updates occur, as directed by the Agency. Components to be tested shall be identified and approved by the Agency. | |
| SEC-050 | The UOC Vendor shall provide an independent third party to perform penetration testing within two (2) months prior to implementation. Penetration testing shall also be performed on an annual basis by an independent third party and when a new vulnerability exists and when additions or changes to functionality impact the security framework, or as otherwise directed by the Agency. As part of PD-4: System Security Plan , Penetration Test Report results shall be provided to the Agency within ten (10) days following the completion of the penetration testing. | |

8.8 DATA MANAGEMENT

The Vendor's UOC Solution shall provide data management capabilities that support the data management needs of the Agency.

Table: B.8.8 – Data Management Requirements below summarizes common data management requirements for the UOC Solution. A more comprehensive set of requirements can be found in **T-1:** Data Management Strategy and **T-3:** Data Standards located in the UOC Proposal Library.

| TABLE: B.8.8 – DATA MANAGEMENT REQUIREMENTS | | |
|---|--|--|
| Req ID | Requirement | |
| DM-001 | The UOC Vendor's Solution shall provide audit trails to allow information on all transactions to be traced from receipt of the transaction through the completion of the transaction, capture at a minimum date/timestamp, data source, worker ID, action taken and log any errors encountered for reporting. | |
| DM-002 | The UOC Vendor shall ensure that all narrative descriptions of codes and abbreviations are available for reporting. | |
| DM-003 | The UOC Vendor shall develop and maintain an electronic data dictionary using industry best practices to be approved by the Agency. At a minimum, the data dictionary shall contain for each field: field name in human readable format, field description, foreign key references, database field name, database table, field type and length, valid values and their corresponding descriptions. | |

| TABLE: B.8.8 – DATA MANAGEMENT REQUIREMENTS | | |
|---|---|--|
| Req ID | Requirement | |
| DM-004 | The UOC Vendor's Solution shall maintain an audit trail of all changes to data, including changes that were made in error and subsequently backed out of or suspended. | |
| DM-005 | For audit and reporting purposes, the UOC Vendor's Solution shall provide and maintain the following data for all reference codes: 1) Effective date; 2) End date; 3) Date when last changed; 4) Who made last change; 5) Short description; and 6) Long description. | |
| DM-006 | The UOC Vendor's Solution shall provide the ability to store and apply updates to all applicable codes upon new release at an interval appropriate for the data or when requested by the Agency. | |
| DM-007 | The UOC Vendor's Solution shall perform batch control including logging and reporting utilizing the Agency's Enterprise Job Scheduler. | |
| DM-008 | The UOC Vendor's Solution shall have the ability to void or reverse recent changes by rolling back to prior configurations. | |
| DM-009 | The UOC Vendor's data management strategy shall include the following concepts: Data Integrity (data cannot be modified undetectably), Data Availability (access is not inappropriately blocked or denied), Data Authenticity (validation of transactions), Data Security (encryption and Agency approved security protocols and processes), Non-repudiation of Data (parties to a transaction cannot deny their participation in the transaction). | |
| DM-010 | The UOC Vendor's Solution shall provide electronic information exchange within the Agency and among multiple intrastate agencies via the IS/IP Vendor's Enterprise Service Bus (ESB) Solution. | |
| DM-011 | The UOC Vendor's Solution shall provide entity search capability including the ability to search by entity type, entity name, entity address elements, entity phone number(s), unique identifier for entity type, any alternate identifiers including employer identification number (EIN), social security number (SSN), taxpayer identification number (TIN), and other demographic elements. | |
| DM-012 | The UOC Vendor's Solution shall provide real-time access to transactional data for all module components | |
| DM-013 | The UOC Vendor shall ensure complete transparency of all data fields in reports generated by its solution including, at a minimum: providing the Agency with SQL, pseudo code, narrative description, and analytic protocols and assumptions to document the logic and formulas used in all calculations. | |

| TABLE: B.8.8 – DATA MANAGEMENT REQUIREMENTS | | | |
|---|--|--|--|
| Req ID | Requirement | | |
| DM-014 | The UOC Vendor shall create and maintain a suite of Agency/UOC Vendor-defined on-line reports to allow users to choose from pre-built defined parameters (such as provider number, call type, call date, etc.) to generate customized reports for monitoring the daily operations of the solution. | | |
| DM-015 | The UOC Vendor shall demonstrate through data analysis that the implementation outcomes have been validated and are accurate. | | |
| DM-016 | The UOC Vendor shall develop and maintain a process to archive and access archived data in compliance with the policies defined by the Agency. | | |
| DM-017 | The UOC Vendor shall participate in data governance meetings as required by the Agency. | | |
| DM-018 | The UOC Vendor's Solution shall enable an authorized user to modify transactions in real-time. | | |
| DM-019 | The UOC Vendor's Solution must have the flexibility to quickly accept new and incremental data items from module components required by the ongoing component, product, or service integration. | | |
| DM-020 | The UOC Vendor's Solution shall assign standardized unique internal identifiers for entities and prevent the creation of duplicate records. | | |
| DM-021 | The UOC Vendor's Solution shall maintain online access to all reference tables with an option to search and display by reference data type and code. | | |
| DM-022 | The UOC Vendor's Solution shall maintain user-controlled parameters for all business rules and messages. | | |
| DM-023 | The UOC Vendor's Solution shall provide proper data validation rules (e.g., all fields defined as alphabetic contain only alphabetic data, fields defined as numeric contain only numeric data, dates are valid, items with definitive upper and/or lower bounds are within the proper range). | | |
| DM-024 | The UOC Vendor's Solution shall capture and maintain the data items needed for state or federal reporting requirements. | | |
| DM-025 | The UOC Vendor shall demonstrate adoption of statewide standard data definitions, data semantics, and harmonization strategies. | | |
| DM-026 | The UOC Vendor's Solution shall enable production of a random sample of data that would be needed for audit purposes (e.g., providers, call types, call dates, etc.) based on the state-established selection criteria. | | |
| DM-027 | The UOC Vendor's Solution shall apply single source of information methodologies. | | |
| DM-028 | The UOC Vendor's Solution shall update information as changes are reported. | | |
| DM-029 | The UOC Vendor shall provide storage and retention services in compliance with the policies defined by the Agency. | | |

8.9 SOLUTION PERFORMANCE MONITORING AND REPORTING

The UOC Vendor shall work in conjunction with the Agency and the IS/IP Vendor to develop and integrate a method for monitoring and reporting performance compliance with Agency approved Service Level Metrics (SLMs) as specified in the Contract and detailed in **Exhibit B-2a:**Operations and Maintenance Service Level Metrics. Table: B.8.9 – Performance Monitoring and Reporting below, summarizes the performance monitoring and reporting requirements.

| | TABLE: B.8.9 – PERFORMANCE MONITORING AND REPORTING | | |
|---------|---|--|--|
| Req ID | Requirement | | |
| PRF-001 | The UOC Vendor shall provide the software licenses, as agreed upon by the Agency, that are necessary to support the infrastructure and that provide sufficient bandwidth and redundancy to ensure accessibility, reliability/fault tolerance, and acceptable performance. | | |
| PRF-002 | The UOC Vendor shall work in conjunction with the IS/IP Vendor to develop and integrate a method for monitoring and reporting performance compliance with Attachment B, Exhibit B-2, Service Level Agreements (SLA) and Attachment B, Exhibit B-2.a, Service Level Metrics. | | |
| PRF-003 | The UOC Vendor shall perform and complete Performance testing according to the Agency approved PD-11 Test Plan deliverable within the timelines of the Agency approved PD-2 Project Schedule . | | |
| PRF-004 | The UOC Vendor's UOC system shall be available 99.5% of the time for every component of the UOC Solution, twenty-four (24) hours a day, seven (7) days a week, excluding Agency approved planned downtime in alignment with Tier III Data Center Standards defined at https://standards.tiaonline.org/. | | |
| PRF-005 | The UOC Vendor's Solution shall respond to Simple Data Service requests in less than 125 ms (milliseconds), Medium Data Service requests in less than 140 ms, and Complex Data Service requests in less than 170 ms, as defined below. | | |
| | Simple Data Service = Include three (3) or fewer business rules and three (3) or fewer external calls. Medium Data Service = Include four (4) to six (6) business rules and four (4) to six (6) external calls. Complex Data Service = Include more than six (6) business rules and more than six (6) external calls. | | |
| PRF-006 | Upon request of the Agency, the UOC Vendor shall restore archived data within twenty-four (24) hours of the request. | | |
| PRF-007 | The UOC Vendor shall work with the Agency to develop agreed-upon operational service level requirements, such as subscription capacity, availability, and response time and shall ensure all agreed-upon channels (e.g., text, chat, email, web) for communications continuously meet ongoing operational service level requirements. | | |

8.10 INTERFACES

Table: B.8.10 – Interfaces Requirements below, summarizes the interfaces requirements for the UOC Solution.

| TABLE: B.8.10 – INTERFACES REQUIREMENTS | | |
|---|---|--|
| Req ID | Requirement | |
| INF-001 | The UOC Vendor's Solution shall integrate with the IS/IP Vendor's framework to support the exchange of data between the UOC System and the systems with which it interfaces, including external entities. | |
| INF-002 | The UOC Vendor's Solution shall integrate with the IS/IP Managed File Transfer (MFT) Solution to process both inbound and outbound files securely and at the frequency defined in the Interface Control Document. | |
| INF-003 | The UOC Vendor shall work with the Agency and the IS/IP Vendor to identify and determine if an interface can be converted to real-time. | |

8.11 INFRASTRUCTURE PLATFORM COMPONENTS

Table: B.8.11 – Infrastructure Platform Requirements below, summarizes the technology capabilities the UOC Vendor shall bring to the project. The description of the current technology stack is provided in the **UOC ITCO List – Technology Stack** document within the **UOC Proposal Library**. The UOC Vendor may choose to leverage existing technology as part of their proposed solution.

| TABLE: B.8.11 – INFRASTRUCTURE PLATFORM REQUIREMENTS | | |
|--|----------|--|
| Req ID | Category | Requirement |
| PFC-001 | General | The UOC Vendor shall, in the design sessions, recommend solutions for each gap in meeting requirements, as defined in requirements validation, that will produce the desired business outcomes. If a gap cannot be addressed via configuration, the Agency may consider making policy changes before approving customizations to the solution. |
| PFC-002 | General | The UOC Vendor Solution shall provide an online help approach and documentation. |
| PFC-003 | General | The UOC Vendor must provide all technology and equipment for UOC Vendor staff necessary to support and complete the scope of work and the contractual obligations, as specified in Attachment B, Scope of Services, Section B.13 - Staffing. |
| PFC-004 | General | Internet applications must be compatible with all internet browsers recognized by the World Wide Web Consortium, http://www.w3.org/. The UOC Vendor shall deploy the system to be browser agnostic while keeping up with the most current versions of Internet browser releases in coordination with the Agency's Division of IT standards. Chrome, Firefox, Edge, Safari and Internet Explorer are the most commonly used browsers. |

| TABLE: B.8.11 – INFRASTRUCTURE PLATFORM REQUIREMENTS | | |
|--|-----------------------|--|
| Req ID | Category | Requirement |
| | | Compatibility is required by the UOC Vendor with all supported versions within six (6) months of the browser's official release. |
| PFC-005 | General | The UOC Vendor's Solution shall provide reporting and analytics capabilities. |
| PFC-006 | General | The UOC Vendor's Solution shall provide a configurable, web based solution that will integrate with the enterprise portal. |
| PFC-007 | General | The UOC Vendor's Solution shall provide a configurable, web-based, self-service solution that allows recipients to review information about available health plan options, enroll electronically with health plans, update demographic information, and access additional recipient eligibility and enrollment services and information. |
| PFC-008 | Chat | The UOC Vendor's Live Chat Solution shall include multi-lingual support (English, Spanish, Creole) for live chat with agent routing and transfer capability, archiving of chats, and search/analytics capabilities of previous chats. |
| PFC-009 | Chat | The UOC Vendor's Chat Solution shall include live chat and automated chat bot functionality for self-service resolution with the ability to transfer to live chat or agent when needed. |
| PFC-010 | Workflow | The UOC Vendor's Solution shall include Workflow tools including workflow design, deployment, and monitoring tools. |
| PFC-011 | AI | The UOC Vendor's Solution shall include artificial intelligence (AI) capabilities that are integrated into call distribution, knowledge base, chat bots, and other features. |
| PFC-012 | Service Management | The UOC Vendor's Solution shall provide a service management component that shall include, but is not limited to, ticket entry, categorization, prioritization, assignment, incident resolution, and templates for common cases. At the request of the Agency, the solution must be capable of integrating with the Agency's current service management system. The UOC Vendor's Solution must be capable of scaling to support the Agency's enterprise needs. |
| PFC-013 | Mail | The UOC Vendor's Mailing Solution shall provide mailing features to include, but not limited to, sorting, folding, and insertions. |
| PFC-014 | Mail | The UOC Vendor's Mailing Solution shall provide metering of postage. |
| PFC-015 | Mail | The UOC Vendor's Mailing Solution shall provide barcode and Quick Response (QR) code reading and reporting capabilities. |
| PFC-016 | Letter Generation | The UOC Vendor shall provide a Document Letter Generation Solution that includes flexible, reusable and customizable |

| TABLE: B.8.11 - INFRASTRUCTURE PLATFORM REQUIREMENTS | | |
|--|----------------------|---|
| Req ID | Category | Requirement |
| | | templates, content sourcing from databases, user friendly editing capabilities, predetermined content that is editable when rendered (based on authorization), and rule based (not hard coded) content generation of documents in multiple formats (e.g., .pdf, .doc, html, etc.) and multiple delivery channels (e.g., print, email, Web, text, etc.). This software shall be extensible to be utilized as an enterprise solution. |
| PFC-017 | Letter Generation | The UOC Vendor's Document Letter Generation Solution shall provide review and approval workflows for document generation. |
| PFC-018 | Knowledge Base | The UOC Vendor's Solution shall provide a knowledge base component with advanced search, decision tree capability, multilanguage support (English, Spanish, Creole) and that includes integration with service management platforms and chat bots. |
| PFC-019 | Knowledge Base | The UOC Vendor shall provide readily accessible, up-to-date reference materials to customer service agents to address customer inquiries in a consistent and accurate manner. |
| PFC-020 | Knowledge Base | The UOC Vendor shall provide enabling / integrated technology to support Knowledge Management that includes, but may not be limited to the following components: 1) A fully operational, role-based knowledge management system that allows Agency users to upload and access materials; 2) Enforces reviews of materials for accuracy prior to being posted; 3) Permission feature capabilities that regulate which users see what information; 4) Dashboards and analytics related to the knowledge articles that help to identify the usage of specific information / articles and the quality / usefulness of this content; 5) Intelligent search function capabilities, including any Artificial Intelligence (AI) to perform natural language searches of knowledge content; 6) Various formats to deliver knowledge, including announcements / broadcasts that must be acknowledged in the system by agents; and 7) Out of the box template capabilities. |
| PFC-021 | Survey | The UOC Vendor's Solution shall provide a survey generation and administration tool that includes, but not limited to, question customization and templates, randomized question ordering, multi-lingual surveys (English, Spanish, Creole), multi-channel administration (e.g., Email, web, social media, mobile survey channels, etc.), result analytics and export to multiple formats (e.g., CSV, PDF, PPT, SPSS, XLS, etc.). |

| - | TABLE: B.8.11 – INFRASTRUCTURE PLATFORM REQUIREMENTS | | |
|---------|--|---|--|
| Req ID | Category | Requirement | |
| PFC-022 | Fax | The UOC Vendor's Solution shall provide a cloud-based fax service. | |
| PFC-023 | Fax | The UOC Vendor's Fax Solution shall maintain inbound and outbound history and integrate with the Agency's Enterprise Content Management (ECM) system. | |
| PFC-024 | Fax | The UOC Vendor's Fax Solution shall provide encryption of communications in transit through TLS 1.3 or comparable level of protection. | |
| PFC-025 | CRM | The UOC Vendor's Solution shall provide a scalable, Customer Relationship Management (CRM) platform that includes, but not limited to, Al-based automation, real-time and predictive customer service analytics, agent guidance and navigation, proactive messaging to customers, digital workflow/BPM support, use of contextual knowledge management. | |
| PFC-026 | Telephony | The UOC Vendor's Solution shall include an integrated voice response (IVR) that supports voice, keypad and Dual Tone Multi Frequency (DTMF) input; call recording, call distribution and callback; and text-to-speech and natural language speech recognition. | |
| PFC-027 | Telephony | The UOC Vendor's Solution shall provide an Automated Call Distribution component, which includes intelligent call routing (ICR), multi-channel (voice, social media, etc.) and multi-queue support, agent routing regardless of agent location, and intelligent queue management. | |
| PFC-028 | Telephony | The UOC Vendor's Solution shall include Voice Over Internet Protocol (VOIP)-enabled Private Branch Exchanges (PBX) capabilities to include, but not limited to, call recordings, digital receptionist, call management and an automated directory. | |
| PFC-029 | Telephony | The UOC Vendor's Solution shall provide multi-site VOIP features to include, but not limited to, call queues and configurable on-hold music. | |
| PFC-030 | Telephony | The UOC Vendor's VOIP Solution shall have the capability to integrate with the Agency's CRM system. | |
| PFC-031 | Telephony | The UOC Vendor's Solution shall provide a CTI screen pop up capability showing the caller's account information on the agent's computer screen. | |
| PFC-032 | Workforce Management | The UOC Vendor's Solution shall provide a Workforce Engagement Management Solution. | |
| PFC-033 | Workforce Management | The UOC Vendor's Workforce Management Solution shall provide the ability to support KPI tracking and reporting. The KPI Solution | |

| TABLE: B.8.11 – INFRASTRUCTURE PLATFORM REQUIREMENTS | | |
|--|----------|--|
| Req ID | Category | Requirement |
| | | shall provide the ability to take random samples and produce scoring on those samples. |

9 UOC SERVICES SOLUTION

9.1 CUSTOMER EXPERIENCE STRATEGY AND METHODOLOGY

The primary objective of the UOC Solution is to improve the overall customer experience. The UOC Vendor shall design and continuously improve the overall customers' experience. The Agency considers the following guiding principles important in an overall customer experience strategy:

- **Empathy:** Experiences are based on an in-depth understanding of customer behaviors, feelings, and motivations.
- **Ease:** It is simple for customers to derive value from experiences. Experiences are apparent, accessible, effortless, and uncomplicated.
- **Relevance:** Solutions and services add value through utility and by meeting basic customer needs all at the right time and the right place.
- **Orchestration**: Specific interactions and touchpoints are designed and delivered as an end-to-end experience versus a discrete transaction.

In addition, the Vendor shall make the following fundamental customer expectations a priority when designing and measuring overall customer experience:

- Resolving customer issues on first contact, no matter how long it takes. Customers define this as the number one sign of a great customer experience.*
- A friendly and knowledgeable agent, born out of a service culture of integrity and transparency.*
- Delivery of prompt service no matter what channel (email, chat, phone, text, etc.), avoiding multiple transfers, navigating multiple systems, and repeating information.*
- Avoiding switching channels due to inability to resolve issue through first channel this not only burdens customer but increases company cost.*
- An agent who introduces the conversation by sharing information indicating that the agent has
 knowledge of the customer, including knowing the customer interaction history. Customers
 want a seamless extension of their previous interaction, allowing each customer's journey to
 continue where it left off.
- A focus on meeting the customer whenever and wherever they are with increasing desire for self-service.
- * These items shall be first priority considerations of the UOC Vendor when balancing costs and experience.

9.1.1 Customer Experience Design Requirements

A key component of a customer experience strategy is a structured approach to mapping the future state processes based on the customer's core needs, motivations, and emotions. **Table: B.9.1.1 – Customer Experience Design Requirements.**

| TABLE: B.9.1.1 – CUSTOMER EXPERIENCE DESIGN REQUIREMENTS | | |
|--|---|--|
| Req ID | Requirement | |
| CED-001 | Using a design thinking approach, the UOC Vendor shall conduct qualitative and quantitative research to understand customer core needs, motivations, and pain points. | |
| CED-002 | The UOC Vendor shall develop and submit PD-12 Customer Experience Blueprint that maps the customers' (recipients, providers, stakeholders) experience when conducting business with UOC. | |

9.2 ENTERPRISE CUSTOMER SERVICE SUPPORT

9.2.1 Overview

The UOC Vendor shall provide an enterprise customer service support solution with a focus on Medicaid customers (Medicaid Providers, Medicaid Recipients, Agency partners) and other groups referenced in the **Customer** definition in the **FX Glossary** in the **UOC Proposal Library**. Customers shall have access to the following services at a minimum:

- Agent assistance via phone, chat, and/or email during business hours;
- Assistance via self-serve technology twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days per year (24*7*365); and
- Proactive communications to customers including required correspondence and opt-in alerts for business services, such as account updates.

As part of enterprise customer service support, customer inquiries may require escalation to Agency business units or specialized support areas within or outside of the Agency. The UOC Vendor shall track all interactions, escalations, and resolutions in the UOC Vendor CRM Solution, defined in Attachment B, Section B.8.11: Infrastructure Platform Components, to help ensure that all customer inquiries are adequately addressed in line with Agency-approved Service Level Metrics, provided in **Exhibit B-2a: Operations and Maintenance Service Level Metrics**.

- The UOC Vendor shall provide the following enterprise customer service support services: Hire, train, and onboard sufficient, qualified staff for tiered and general support staff functions (as described in Table: B.9.2.3.1 – UOC Customer Service Support Tier Structure below);
- Provide a customer service support infrastructure platform with components, such as a comprehensive CRM, that can be used within the UOC and across the Agency for escalated and/or referred items. The UOC Vendor CRM Solution shall include, at a minimum, customer inquiry management, customer issue management, a customer support infrastructure, and contact tracking and reporting;
- 3. Provide sufficient, qualified staff for correspondence activities owned by the UOC Vendor, as agreed to by the Agency;
- 4. Provide an Agency-approved Training and Knowledge Management capability within the UOC Solution that has been proven in a large-scale customer service and operations environment in the healthcare industry; and
- 5. Design, develop, and operate the UOC technical support services as defined in Attachment B, Section B.9.2.4.7.

Customer Service Support for Medicaid customers includes two broad categories of Medicaid Recipient Support and Medicaid Provider Support. The business requirements for each of these areas are detailed in Attachment B, Section B.9.3 and Section B.9.4.

9.2.2 Description of the Unified Operations Center (UOC)

The goal of the UOC Solution is to provide centralized business operations and communication support that enables more efficient and effective service delivery and optimizes the customer experience. The UOC Vendor's Solution shall support the effective and efficient delivery of business services by enhancing the interaction between the Agency and its Stakeholders. This approach shall enable the Agency to advance its goals of improving the provider and recipient experience and transforming to an enterprise, modular, and flexible solution. As part of supporting customer interactions, the UOC Vendor's Solution shall support various channels, including but not limited to interactions by phone, email, chat, Short Message Service (SMS) text, social media, voice assistant, internal/external conference, physical mail, and in-person channels. The UOC Vendor shall ensure an integrated customer experience across these channels including providing agents a history of interactions. These channels shall be mutually agreed to by the UOC Vendor and the Agency. The UOC Vendor staff shall propose an approach for a physical and/or virtual delivery environment. This is further described in Attachment B, Section B.13 – Facilities and Service Location(s).

9.2.3 Customer Service Support

The UOC Vendor shall provide general customer service support to the Agency's enterprise customers, with an initial focus on Medicaid customers experiencing technical issues or calling with questions related to Medicaid programs and systems. This includes customer inquiry management, issue resolution and contact tracking, and reporting capabilities supported by a robust technical support infrastructure.

| TABLE: B.9.2.3 -CUSTOMER SERVICE SUPPORT | | |
|--|---|--|
| Req ID | Requirement | |
| CSS-001 | The UOC Vendor shall provide the infrastructure to support customer service requirements included in Attachment B, Scope of Services, Section B.2 UOC Services Solution. | |
| CSS-002 | The UOC Vendor shall track and record (according to necessary compliance standards) all customer contacts in real-time and report all customer support services activities in its provided CRM system or other Florida Medicaid systems as appropriate and as approved by the Agency. | |
| CSS-003 | The UOC Vendor shall use Agency systems as directed by the Agency to access required data in support of customer services. | |
| CSS-004 | The UOC Vendor's Solution shall include paperless forwarding of mail to partner Agencies. | |

9.2.3.1 Staffing

UOC Customer Service Support staffing will be a blend of Agency and UOC Vendor resources. Tasks include on-phone and off-phone activities and are expected to fluctuate in volume based on seasonal activities. Current contact volume data can be found in the **Contact Centers – 2018-2020 Volumes vF** document within the **UOC Proposal Library**. Tasks shall be accomplished

using a tiered structure, and include the following three tiers: General Support, Specialized Support, and Escalated Support. **Table: B.9.2.3.1 – UOC Customer Support Tier Structure** below includes examples of the types of activities that are expected to occur at each of these levels. This is not a comprehensive list of all tasks that the UOC Vendor can expect to complete but is intended to provide an example set of tasks.

| TABLE: B.9.2.3.1 – UOC CUSTOMER SERVICE SUPPORT TIER STRUCTURE | | | |
|--|---|--|--|
| Support Level | Description | Examples | |
| General Support (Tier 1) UOC Vendor Staff | Tasks that can be completed by staff who are trained as a generalist for the enterprise. Responses are typically scripted or can be easily found in the knowledge base. Tasks that require a | General Medicaid inquiries Member eligibility referrals Password resets Facility licensure status inquiries General background screening inquiries Provider support-claims questions Provider eligibility Provider enrollment Claims adjudication explanation | |
| Specialized Support (Tier 2) Agency Staff | particular expertise, training or specific knowledge. | Claims adjudication explanation Technical/clinical questions Assistance for billing agents Policy & Procedure Research Complaint Processing Medicaid Fair Hearing Support Exceptional Claims Processing Encounter Technical Support (excluding EDI) File maintenance (change, update data or record) Claims processing exception resolution Live transfers of escalated calls with callbacks | |
| Escalated Support (Tier 3) Agency Staff | Tasks or activities that require a decision, authority, access, or policy clarification. | Escalated constituent issues Managed Care Retroactive Enrollment | |

The UOC Vendor shall provide full time equivalent (FTE) pricing using the Rate Card included in **Attachment A-Exhibit A.5. Cost Proposal** for General Support, and Specialized Support tasks that correspond to the requirements in this solicitation.

As referenced in **Attachment B, Section B.12. Staffing**, the UOC Vendor shall provide a baseline staffing solution that adequately supports vendor-related responsibilities

within the requirements of the published Service Level Agreement (SLA). This includes, but is not limited to, providing sufficient baseline staff to support customer calls, responses to emails, chat, escalations, and ticket resolutions within the SLA timeframes. This also includes providing a suggested approach for vendor adjustments in staffing levels that align with anticipated peaks in volume throughout the calendar year. This includes describing the approach for scaling up of resources as appropriate to support peak volumes in line with the published SLAs and should also allow for scaling down of resources and cost when volumes are lower.

9.2.3.2 Customer Inquiry Management

The UOC Vendor shall provide staff to address customer inquiries or requests solicited via Agency approved channels. Customer inquiry management provided by the UOC Vendor shall also include identifying the right level of tiered support that should address the customer's request. Refer to **Table: B.9.2.3.1 – UOC Customer Support Tier Structure** above for the definitions of the UOC tiered support structure.

9.2.3.3 Customer Issue Management

The UOC Vendor-provided CRM shall provide the ability for a customer service agent to log the details associated with a customer's reported issue. The CRM shall also include a workflow-driven approach that tracks the start date, escalation, and resolution path of a given issue. The CRM shall also provide the capability to assign, re-assign, and escalate items to CRM system users, including employees of the UOC Vendor, other FX Module Vendors, and Agency staff. The UOC Vendor shall report key contact metrics (e.g., ticket resolution time, first contact resolution, etc.), as agreed upon by the Agency and as defined in Attachment B, Section B.11: Reporting and in **Exhibit B-2a: Operations and Maintenance Service Level Metrics**.

The UOC Vendor shall provide customer service infrastructure, internet, and telecommunications, call management software, chat, Interactive Voice Recognition (IVR) system, and other Agency-approved channels to support and manage customer inquiries, customer issue management, and tracking of resolutions. The infrastructure shall also provide for access and association of related customer documentation so that a customer service agent can quickly access this documentation and review customer history during a customer interaction.

9.2.3.4 Contact Tracking and Reporting

The UOC Vendor shall track and record all customer contacts in real time, including entering customer service activities related to recipient and provider support in the UOC Vendor-provided CRM. The UOC Vendor shall also provide an approach for reporting key contact metrics (e.g., contact volumes, contact volumes by type).

9.2.3.5 Agent Training and Knowledge Management

An efficient and effective transition for each new system / module vendor's launch within the UOC requires that the Vendor provide a staffing and training approach that delivers a full complement of fully qualified staff and available knowledge tools for each new module prior to it going live. The UOC Vendor should describe its approach to partnering with a firm that specializes in customer service and operations training and can support potential site certification for the UOC. The Vendor should also describe their knowledge management system approach, including the capability of the system to be role-based so that Agency employees can upload information and materials as appropriate (e.g., Policy Handbooks, etc.).

With this training partner, the UOC Vendor's Agent Training approach shall support full operational readiness upon each module launch. This includes, but is not limited to, incorporation of the following training requirements listed below in **Table: B.9.2.3.5 – Agent Training and Knowledge Management–Business Requirements.**

| TABLE: B.9.2.3.5 – AGENT TRAINING AND KNOWLEDGE MANAGEMENT– BUSINESS REQUIREMENTS | | |
|---|---|--|
| Req ID | Requirement | |
| ATK- 001 | The UOC Vendor shall use adult learning techniques that will be used so that content is retained and applied. | |
| ATK- 002 | The UOC Vendor shall use a formal onboarding process, including an onboarding checklist that includes standard communications, timelines for newly hired agents and/or transitioned staff, approach to knowledge retention checks and staff operational readiness validation. | |
| ATK- 003 | The UOC Vendor shall describe their approach to performance monitoring and remediation process should a team member not meet expectations. | |
| ATK- 004 | The UOC Vendor shall assess and create plans to address employee satisfaction issues at 30 days, 60 days, 90 days, and 180 days; the UOC Vendor shall make this information available to the Agency for review within a mutually agreed upon timeframe. | |
| ATK- 005 | As part of Agency Training and Knowledge Management, the UOC Vendor shall utilize Agency-approved processes to ensure continuous improvement that include, but are not limited to the following components: 1) Formal, documented QA; | |
| | 2) Coordination between QA and training staff; | |
| | 3) How agents are measured on the accuracy and quality of their decisions; | |
| | 4) Coaching strategies, including percentage of time that supervisors are <i>walking</i> the floor to support coaching activities (if in a co-located physical location) or available for virtual checkpoints for staff coaching; | |
| | 5) Effectiveness of any digital coaching tools used; and | |
| | 6) Effectiveness of any automated tools that are used by supervisors to automate administrative tasks (e.g., preparation of time sheets or dashboards) so that sufficient time can be spent coaching. | |

9.2.4 Technical Support Services

The Agency's Division of Information Technology (Division of IT) oversees the Agency's use of existing and emerging technologies for operations, and its delivery of service to the public. The Division of IT works to improve the Agency's efficiency by aligning business and technology objectives to deliver effective solutions. The Agency has established approved Administrative IT Policies and Procedures that are reviewed and are auditable by many levels of government and independent third parties.

The UOC Vendor shall provide support for users, systems, and products that reside in the FX environment, as directed by the Agency. For issues related to the internal Agency environment, support will be provided by the Division of IT. The UOC Vendor shall not have direct access to the internal Agency environment and will only provide the platform to facilitate the bi-directional flow and tracking of issues, tickets, and resolutions.

User ID and Password Management

A strong User ID and password management strategy that follows best practices and standards is critical to prevent unauthorized access to Agency systems. The Agency is required to comply with sets of state of Florida standards and Agency Policy and Procedures and is routinely audited for compliance. The Agency's FX IS/IP vendor is responsible for the Agency's FX single sign-on (SSO) functionality. Agency staff and other FX UOC Solution end users shall securely authenticate across multiple applications and systems using a single set of credentials. The Agency's web-based self-service tool allows users who have forgotten their ID or password to resolve the issue themselves without calling the AHCA IT Help Desk.

The UOC Vendor shall provide Tier 1 support to external FX users (e.g., 3,000+ partner agency staff and contractors) including assistance with password reset and shall refer or escalate inquiries to the Agency or other vendors as directed by the Agency. The UOC Vendor shall track all requests in the CRM.

AHCA IT Help Desk Support

The Agency's Division of IT provides help desk support functions such as establishing new accounts and security roles, password resets, laptop, VPN, or user application issue resolution.

Help desk staff use Cherwell software for IT Service management. The UOC Vendor's Solution shall include a ticketing solution/IT Service management solution that integrates with the CRM for logging and routing tickets to appropriate technical staff or other vendors. Upon issue resolution, the ticket status and update will be routed through the CRM to communicate the resolution.

Support for External Vendor Products and Services

The Agency relies on multiple vendors to acquire, develop, maintain, and support systems, products, applications, and other technology across the FX Enterprise. The UOC Vendor shall provide Tier 1 help desk support specifically to external customers having access issues. The UOC Vendor's Solution shall support direct routing for help desk support. The UOC Vendor's Ticketing Solution shall integrate with the CRM and other Agency FX systems. The UOC Vendor shall log the IT issue in the CRM and escalate the ticket to the appropriate FX module vendor or other FX vendor that maintains the system, application, or product, as defined by the Agency. The UOC Vendor shall send notification through the CRM to internal and external FX users to report system issues, downtime (scheduled or unscheduled), and status updates, including when operational.

Table: B.9.2.3.6 – **Technical Support Services Business Requirements** below summarizes the Technical Support Services requirements for the UOC Vendor.

| TABLE: B.9.2.3.6 – TECHNICAL SUPPORT SERVICES BUSINESS REQUIREMENTS | | |
|---|--|--|
| Req ID | Requirement | |
| TSS-001 | The UOC Vendor shall provide Tier 1 help desk support to external, non-Agency, customers having access issues with specified systems, applications, or software, including directing users to self-service options for password reset. | |
| TSS-002 | The UOC Vendor shall provide password reset support to non-Agency users (e.g., providers, recipients, etc.) who are unsuccessful with the self-service option in resolving their sign-on issue. | |
| TSS-003 | The UOC Vendor's Solution shall include IT service management capability that will interface with the CRM to document, tickets, issues, and their resolution. | |
| TSS-004 | The UOC Vendor's Solution shall include a ticketing system to route, track, and provide bidirectional flow for creation and status of reported issues. | |

| TABLE: B.9.2.3.6 – TECHNICAL SUPPORT SERVICES BUSINESS REQUIREMENTS | | |
|---|---|--|
| Req ID | Requirement | |
| TSS-005 | The UOC Vendor shall follow state administrative policies and Agency approved Policies and Procedures to authenticate external user's credentials prior to sending notification to the external user of their user ID or resetting the user's password. | |
| TSS-006 | The UOC Vendor shall escalate single sign-on issues that the UOC Vendor cannot resolve to the IS/IP Vendor for research and resolution. | |
| TSS-007 | The UOC Vendor shall propose a solution in their telephonic platform or through other technology to route Agency staff to the AHCA IT Help Desk to comply with Agency IT Policies and Procedures. | |
| TSS-008 | The UOC Vendor's Solution shall support direct routing to the Agency IT Help Desk for escalated help desk support. | |
| TSS-009 | The UOC Vendor shall log IT issues in the UOC Vendor's CRM and escalate the ticket to the appropriate source for resolution as, as defined by the Agency. | |
| TSS-010 | The UOC Vendor shall send notification to internal and external users to report system issues, downtime (scheduled or unscheduled), and system status updates for systems identified by the Agency. | |
| TSS-011 | The UOC Vendor shall provide IT compliance documentation regarding Agency specified user roles for audits, investigations from law enforcement, and internal and external investigators. | |

9.3 Business Services - Provider Management

Provider Management business functions primarily include the enrollment, re-enrollment, and file maintenance of new or existing Medicaid providers. Providers create a new enrollment, renew an existing enrollment, or make updates to their enrollment through the new PSM using Agency approved processes. The FX PSM Vendor, to be selected by <date>, shall provide business operations and technology to support Provider Management business functions.

The UOC Vendor shall:

- Provide general Tier 1 customer support and self-service options for provider inquiries via multiple communication channels.
- Develop and deliver provider communications, outreach, site support, and training.
- Receive and process inbound and outbound provider mail operations and communications fulfillment.
- Coordinate closely with the Agency, FX PSM Vendor, and Agency partners to efficiently deliver end-to-end provider management services.
- Provide support, as directed by the Agency, for provider activities as the Agency transitions from the current fiscal agent operation to the FX PSM Vendor.
- Provide a centralized solution for provider complaints.
- Log and track provider activities in the UOC Vendor's CRM.
- Integrate the UOC Solution with applicable Agency and FX Module Vendor systems.

The UOC Vendor shall support the following provider management business processes:

- Provider Enrollment, Re-enrollment, Credentialing
- Provider File Maintenance
- · Facility Licensure and Central Intake
- Provider Communications, Outreach, and Training
- Provider Complaints

9.3.1 Provider Enrollment

Providers who provide health care services (fee-for-service or managed care) to Medicaid recipients must be enrolled with Florida Medicaid. The UOC Vendor shall coordinate with the FX PSM Vendor and the Agency to support provider enrollment business operations.

The UOC Vendor is responsible for delivering enrollment related communications (e.g., welcome letter, deficiency letter, determination letter, etc.) to providers. These communications shall be initiated in the UOC Vendor's Solution upon receipt of an electronic notification from the PSM Solution.

The UOC Vendor is also responsible for providing Tier 1 support for general provider enrollment inquiries through multiple communication channels. Tier 1 support is defined in Attachment B, Section B.9.2.3.1 and includes, but is not limited to general provider enrollment questions, portal password resets, and direction on locating self-help tools. Inquiries requiring specialized skill or decision-making authority shall be tracked in the CRM and escalated to Agency staff or the FX PSM Vendor, as directed by the Agency.

The UOC Vendor shall also manage and perform inbound/outbound mail operations and communications fulfillment for the provider enrollment process.

Table: B.9.3.1 – Provider Enrollment Business Requirements below summarizes the provider enrollment business requirements for the UOC Vendor.

| TABLE: B.9.3.1 – PROVIDER ENROLLMENT BUSINESS REQUIREMENTS | | |
|--|---|--|
| Req ID | Requirement | |
| PE-001 | The UOC Vendor shall provide Tier 1 customer support for all provider inquiries via multiple communication channels (e.g., mail, email, chat, text, etc.), as agreed upon by the Agency. | |
| PE-002 | The UOC Vendor shall escalate provider inquiries requiring more complex responses or additional assistance using an escalation methodology agreed upon by the Agency. | |
| PE-003 | The UOC Vendor shall design a solution that promotes provider self-service engagement. | |
| PE-004 | The UOC Vendor shall accept and process all incoming provider communications (e.g., mail, email, chat, text, etc.), as agreed upon by the Agency. | |
| PE-005 | The UOC Vendor shall produce and distribute outbound communications to providers (e.g., live and automated calls, letters, emails, text, chat, etc.) as required by the Agency for specified business functions (e.g., provider missing information, approvals, denials, etc.). | |

| TABLE: B.9.3.1 – PROVIDER ENROLLMENT BUSINESS REQUIREMENTS | | |
|--|---|--|
| Req ID | Requirement | |
| PE-006 | The UOC Solution shall communicate with the FX Provider Services Module (PSM) Solution to initiate communications and support activities. | |

9.3.1.1 Provider Credentialing

Florida Medicaid providers are required to comply with the credentialing standards of each individual health plan and their corresponding accrediting organization, along with the credentialing requirements for Fee-for-Service (FFS) enrollment. The UOC Vendor shall coordinate with the Agency, the health plans, and FX Stakeholders, as necessary, to support general Tier 1 provider credentialing inquiries. In addition, the UOC Vendor shall support the generation and distribution of provider credentialing decision notification communications utilizing optimal communication channels, as agreed by the Agency.

The Agency will transition to a centralized credentialing process utilizing a third-party Credentialing Verification Organization (CVO) as part of the PSM Solution. The UOC Vendor shall coordinate and integrate data with the PSM/CVO to support Tier 1 provider credentialing inquiries and communication generation, as defined by the Agency.

Table: B.9.3.1.1 – Provider Credentialing Business Requirements below summarizes the provider credentialing business requirements for the UOC Vendor.

| TABLE: B.9.3.1.1 – PROVIDER CREDENTIALING BUSINESS REQUIREMENTS | | |
|---|--|--|
| Req ID | Requirement | |
| PCR-001 | The UOC Vendor shall provide Tier 1 customer support for credentialing inquiries via multiple communication channels, as agreed upon by the Agency. | |
| PCR-002 | The UOC Vendor shall escalate credentialing inquiries requiring more complex responses or additional assistance using an escalation methodology agreed upon by the Agency. | |
| PCR-003 | The UOC Vendor shall accept, process, and route all incoming credentialing communications through multiple communication channels (e.g., mail, email, chat, text, etc.), as agreed upon by the Agency. | |
| PCR-004 | The UOC Vendor shall produce and distribute all outbound credentialing decision communications to providers via multiple communication channels (e.g., letters, emails, text, chat, etc.), as agreed upon by the Agency. | |
| PCR-005 | The UOC Solution shall communicate with the Credentialing Verification Organization (CVO) to execute provider credentialing activities, as defined by the Agency. | |

9.3.1.2 Background Screening

All health care facilities (e.g., nursing homes, hospitals, assisted living facilities, etc.) operating in Florida must submit required background information for screening to the Care Provider Background Screening Clearinghouse (BGSC) as part of the licensure process. Licensed

individual providers are also required to submit their background screening to the Agency as part of the Medicaid Enrollment process.

The UOC Vendor shall coordinate as necessary with the Agency's Division of Health Quality Assurance (HQA) and the BGSC bureau to provide self-service options and Tier 1 customer support for general inquiries related to provider and facility background screening (e.g., navigating the website, requesting an exemption, direction on locating self-help tools, etc.). Inquires that require a specialized skill or decision-making authority shall be tracked within the CRM by the UOC Vendor and escalated to appropriate Agency staff.

The UOC Vendor shall manage and perform inbound and outbound mail operations and fulfillment related to the Background Screening process. The UOC Vendor shall generate and distribute provider communications via certified mail (or alternative methods as approved by the Agency) for background screening.

Table: B.9.3.1.2 – Background Screening Business Requirements below summarizes the background screening business requirements for the UOC Vendor.

| TABL | TABLE: B.9.3.1.2 – BACKGROUND SCREENING BUSINESS REQUIREMENTS | |
|---------|---|--|
| Req ID | Requirement | |
| PBG-001 | The UOC Vendor shall provide Tier 1 customer support for all Background Screening inquiries via multiple communication channels, as agreed upon by the Agency. | |
| PBG-002 | The UOC Vendor shall escalate background screening inquiries requiring more complex responses or additional assistance using the escalation methodology agreed upon by the Agency. | |
| PBG-003 | The UOC Vendor shall accept, process, and route all incoming background screening communications through multiple communication channels (e.g., mail, email, chat, text, etc.), as agreed upon by the Agency. | |
| PBG-004 | The UOC Vendor shall produce and distribute all outbound background screening requests to individual providers or facilities via certified mail or other Agency approved method. | |
| PBG-005 | All UOC Vendor staff providing Background Screening Clearinghouse (BGSC) support shall successfully complete the Criminal Justice Information Services (CJIS) training administered by the Agency before accessing the BGSC system. | |
| PBG-006 | The UOC Vendor shall track all background screening inquiries in the CRM system. | |

9.3.2 Provider File Maintenance

Maintaining accurate provider information is essential to ensuring the delivery of services to recipients, uninterrupted billing and payments, and satisfaction among the provider community. Providers are required to report changes that impact their enrollment status, license, or ability to provide and bill for services to recipients. Providers report specific changes, such as a change of ownership (CHOW), name, or address change, modifications to sub-specialist categories, change in Electronic Fund Transfer (EFT), updated license, or adding facility staff. Maintenance activities or processes may also be triggered by other sections of the Agency, such as, the Medicaid Program Integrity Unit.

The PSM Solution provides a single-entry point for all provider maintenance activities. The Agency is increasing self-service options to enable providers to maintain their information.

The UOC Vendor shall provide Tier 1 customer support (e.g., live agents, chat, email, IVR, etc.) for provider maintenance activities. The UOC Vendor shall address general provider file maintenance questions (e.g., how to report a change, what supporting documentation may be needed, periodic renewal process, etc.) and direct providers to online and self-service resources as appropriate. For more complex provider inquiries without self-service options, the UOC Vendor shall escalate to the FX PSM Vendor or appropriate Agency staff following an Agency approved process.

The UOC Vendor's mail room operations shall follow approved Agency procedures for receiving and processing inbound correspondence for all provider maintenance information. The UOC Vendor's CRM shall electronically alert the PSM of the receipt of provider documentation or information.

Providers that have their mail returned for inadequate, old, or no longer valid addresses have restrictions placed on their provider file that blocks future claims from being processed until their mailing address is rectified. The UOC Vendor's mail room operations shall record and process returned mail and notify the FX PSM Vendor of the need to enforce a restriction on the provider's file.

Table: B.9.3.2 – Provider File Maintenance Business Requirements below summarizes the provider file maintenance business requirements for the UOC Vendor.

| TABLE | TABLE: B.9.3.2 – PROVIDER FILE MAINTENANCE BUSINESS REQUIREMENTS | |
|---------|--|--|
| Req ID | Requirement | |
| PFM-001 | The UOC Vendor shall provide all Tier 1 customer support for all provider maintenance inquiries via multiple communication channels, including, but not limited to, mail, email, chat, text, as defined by the Agency. | |
| PFM-002 | The UOC Vendor shall escalate provider maintenance inquiries requiring more complex responses or additional assistance to the PSM Vendor, Agency staff, or field site support staff using an escalation methodology agreed upon by the Agency. | |
| PFM-003 | The UOC Vendor shall produce and distribute all outbound communications to providers. (e.g., live and automated calls, letters, emails, text, chat, etc.) as required by the Agency for the provider maintenance business function. | |
| PFM-004 | The UOC Vendor Solution shall send electronic notification to the FX PSM Vendor of the receipt of provider record information or documentation. | |
| PFM-005 | The UOC Vendor shall record all returned mail in accordance with Agency agreed upon procedures. | |
| PFM-006 | The UOC Vendor shall notify the FX PSM Vendor (through the CRM workflow or other electronic means) of the need to enforce a restriction on the provider's file when returned mail is received. | |

9.3.3 Facility Licensure and Central Intake

All provider facilities regulated by the Agency, whether they enroll in Medicaid or not, must go through the facility licensure process. The process generally starts with the creation of the initial

application and ends with the approval/issuance of a license or with a notice of intent to withdraw or deny. Facilities currently submit paper applications for initial licensure to the Agency's Central Intake Unit. Facilities must renew their license with the Agency every two years. The Agency's online licensing system handles renewals and changes during the licensure period (such as changes to provider contact information, services, and qualifications.). The FX PSM Vendor shall support licensure activity, including initial applications, through a single PSM enrollment portal. During the transition phase, the UOC Vendor shall manage and perform most mail and communication intake, as agreed to by the Agency, and will route appropriately for Agency review.

The UOC Vendor shall perform the mail intake responsibilities currently processed by the Agency's Central Intake Unit, including but not limited to opening and sorting mail, scanning applications and related documentation, logging in the CRM, and forwarding applications and payments to appropriate Agency units for processing.

The Agency's Health Facility Regulation (HFR) bureau reviews facility applications and makes a decision determination, which triggers follow up communications (e.g., deficiency notice, survey requirement, etc.). Agency staff will systematically inform the UOC Vendor of the need to generate a communication and provide detailed information to include in communications. The UOC Vendor shall generate and deliver ongoing facility licensure communications using optimal communication channels including, but not limited to, compliance notifications, renewal notices, notice of policy or process changes, and emergency alerts, as agreed by the Agency. The Agency will be responsible for the development of content, templates, and distribution method for all communications generated by the UOC Vendor. The UOC Vendor will not be involved in application processing, surveys, or decision determinations.

The UOC Vendor shall provide general Tier 1 customer service support including, but not limited to, responding to inquiries about the application process, licensure status, user agreements, etc. The UOC Vendor customer support shall utilize agreed upon optimal communications channels (e.g., live agents, IVR, emails, chat, text, etc.).

Table: B.9.3.3 – Facility Licensure and Central Intake Business Requirements below summarizes the facility licensure and central intake business requirements for the UOC Vendor.

| TABLE: B.9.3.3 – FACILITY LICENSURE AND CENTRAL INTAKE BUSINESS REQUIREMENTS | |
|--|--|
| Req ID | Requirement |
| PFL-001 | The UOC Vendor shall provide all Tier 1 customer support for all facility licensure and central intake communication channels, but not limited to, (mail, email, chat, text, etc.), as agreed upon by the Agency. |
| PFL-002 | The UOC Vendor shall escalate facility calls requiring more complex responses or additional assistance using an escalation methodology agreed upon by the Agency. |
| PFL-003 | The UOC Vendor shall accept and process all incoming facility communications, including but not limited to, (mail, email, chat, text, etc.), as agreed upon by the Agency. |
| PFL-004 | The UOC Vendor shall produce and distribute outbound communications to facilities. (e.g., live and automated calls, letters, certified mail, emails, text, chat, postcards, e-blast, etc.) as agreed upon by the Agency. |

| PFL-005 | The UOC Vendor shall, upon receipt of physical mail, follow Agency approved procedures for mail processing (e.g., opening, sorting, scanning, and uploading, etc.), as agreed upon by the Agency. |
|---------|---|
| PFL-006 | The UOC Vendor shall record the receipt of, track, and reconcile all financial documents received through mail processing daily. |
| PFL-007 | The UOC Vendor shall securely route all financial instruments received through the mail to the Agency's Finance and Accounting section daily. |
| PFL-008 | The UOC Vendor Solution shall include innovative mail intake capabilities that improve the efficiency of mail room operations, as agreed upon by the Agency. |
| PFL-009 | The UOC Vendor shall follow agreed upon processes and controls to account for the receipt of enforcement sanctions and initial application fees and route received payments to the Agency's Finance and Accounting section. Initial applications received by the UOC without the fee shall be returned by the UOC to the facility submitting the application. |
| PFL-010 | To support ongoing communication activities with facilities, the UOC Vendor shall send renewal reminders to facilities prior to the expiration date (currently a postcard) at intervals agreed upon by the Agency. |
| PFL-011 | The UOC Vendor shall support the communication of critical information to facilities (i.e., change in laws, new administrative rules, emergency notifications, etc.) through e-blast or another communication channel agreed upon by the Agency. |
| PFL-012 | The UOC Vendor, upon alert from the Agency, shall send notification to the facility using the Agency agreed upon communications channel when it is determined that a facility is not in compliance with its roster requirements. |

9.3.4 Provider Communications, Outreach, and Training

A critical aspect of the Florida Medicaid Enterprise is to ensure the availability and accessibility of affordable quality health care services for Florida residents. This requires that providers actively participate in the Florida Medicaid Program, comply with facility regulations, background screening requirements, and fully understand and correctly apply program regulations and policies, and billing requirements in their delivery of health services. Quality provider outreach, education, and support is a critical component of the Agency's partnership with the provider community.

On behalf of the Agency, the UOC Vendor shall conduct centralized and regional provider communication, outreach, and education activities, and provide on-site support to address specific provider issues. The UOC Vendor shall provide all equipment and supporting technology necessary to meet the requirements of this function.

9.3.4.1 Provider Outreach

The Agency's proactive provider outreach services target broad segments of the provider community through field office support, provider associations and events, marketing campaigns, and speaking opportunities.

The UOC Vendor, at the direction of the Agency, shall conduct outreach campaigns to prospective FFS providers in targeted specialties or facilities (e.g., nursing home, home health, or assisted

living, etc.) identified by the Agency to generate a pipeline of new Medicaid providers. Service described here will not be duplicative of outreach, education, and training activities provided by health plans participating in the Statewide Medicaid Managed Care (SMMC) program.

The UOC Vendor shall conduct Agency approved outreach activities including, but not limited to, outreach campaigns, provider meetings, provider alerts, and health fairs. The UOC Vendor, upon approval of the Agency and in conjunction with Agency staff, shall participate in workgroups and respond to requests for outreach services, including providing quality speakers to communicate services available to providers, and to improve provider relations.

. The UOC Vendor shall provide specialists to support outreach activities (e.g., billing types, provider enrollment, claims submission, facility regulation, licensure, and background screening requirements, etc.). The UOC Vendor shall conduct all outreach activities utilizing Agency developed or approved content and materials. Prior to the commencement and scheduling of outreach activities and campaigns by the UOC Vendor, approval must be provided by the Agency.

9.3.4.2 Provider Training

A key service that keeps providers participating successfully in the Florida Medicaid Program and reduces billing errors is provider training. This includes training providers and billing agents on effective billing policies, processes, and using manual and electronic billing systems. Training is also essential to ensure that facilities are up to date with new regulations or remain in compliance with existing regulations.

The UOC Vendor shall deliver provider training throughout the state and through multiple venues and media including, but not limited to, live and recorded webinars, workbooks, live seminars, one-on-one technical support, and e-learning services. The UOC Vendor's online Learning Management System (LMS) shall be the primary channel for provider training and contain a robust catalog of training topics and content such as basic billing, initial licensure and background screening requirements, emergency status system, specialized training covering policy, regulatory, and process changes, etc., as required by the Agency.

The UOC Vendor shall provide skilled trainers with subject matter expertise to develop Agency approved training content, deliver training, and promote training events and services to the provider community and to Agency and UOC Vendor provider specialist staff, as directed by the Agency.

The UOC Vendor shall develop an annual Provider Training Plan, identify and secure training locations, schedule training throughout the state, handle all event-planning functions necessary to deliver the training. The UOC Vendor shall provide all materials, equipment, and supporting technology necessary to meet the requirements of this function, including an online LMS. The UOC Vendor shall update training content continuously throughout the year to reflect the most current policies, regulations, and system changes, in coordination with the FX change control processes, as defined in the **P-2: FX Project Management Standards**, included in the **UOC Proposal Library**. Upon completion of training, the UOC Vendor shall track in the LMS a roster of participants for Agency review.

9.3.4.3 Site Support

The Florida Medicaid Program offers person-to-person, custom, billing-specific education, and support services to providers on an as-needed or requested basis. The Agency requires knowledgeable UOC Vendor field representatives with excellent communication skills to deliver support services directly to providers at their places of business. The Agency may also require knowledgeable UOC Vendor field representatives to provide on-site support to facilities regulated by the Agency.

9.3.4.4 Provider Communications

Keeping providers and facilities current on changes and developments in the Florida Medicaid Program and licensure process requires continuously assessing communication needs and developing materials targeted to providers and other program stakeholders. Communication needs are driven by system and program policy or regulation changes, as well as routine reminders and periodic updates regarding provider billing, and related processes and procedures. Provider communications take many forms, such as bulletins targeted to the different provider types, forms, public content forums, provider policy updates, Florida Medicaid or FX website content, provider letters and surface mail, provider emails, policy alerts, provider texts, mass messaging and system alerts, user guides, technical documents, surveys and education and training opportunities.

The Agency is the source of many communication requests, authors the associated information and content, and will direct the UOC Vendor to design, develop, and edit the resulting materials for publication and delivery, upon Agency approval.

Table: B.9.3.4.4 – Provider Communications and Training Business Requirements below summarizes the Provider Communications and Training requirements for the UOC Vendor.

| TABLE: B.9.3.4.4 – PROVIDER COMMUNICATIONS AND TRAINING BUSINESS REQUIREMENTS | |
|---|--|
| Req ID | Requirement |
| PCT-001 | The UOC Vendor shall provide specialists to support provider program outreach activities (e.g., billing types, provider enrollment, claims submission, facility regulation, licensure, background screening, etc.). |
| PCT-002 | The UOC Vendor shall conduct provider outreach including, but not limited to, outreach campaigns, meetings, alerts, health fairs, as agreed upon by the Agency. |
| PCT-003 | The UOC Vendor shall manage and conduct all provider outreach activities utilizing Agency developed or approved content and materials. |
| PCT-005 | The UOC Vendor shall conduct outreach campaigns to prospective Fee-for-Service (FFS) providers in targeted specialties or facilities (nursing home, home health, or assisted living, etc.), identified by the Agency. |
| PCT-006 | The UOC Vendor shall participate in workgroups and respond to requests for outreach services, including providing quality speakers to communicate services available to providers as agreed to by the Agency. |
| PCT-007 | The UOC Vendor shall provide all equipment and supporting technology necessary to support a robust online Learning Management System (LMS). |
| PCT-008 | The UOC Vendor shall deliver provider training throughout the state and through multiple venues and media, including live and recorded webinars, workbooks, live seminars, one-on-one technical support, and e-learning services. |
| PCT-009 | The UOC Vendor shall provide skilled trainers with subject matter expertise to develop Agency approved training content, deliver training, and promote training events and services to the provider community, as well as to the UOC Vendor's own staff. |
| PCT-010 | The UOC Vendor shall develop an annual Provider Training Plan. |

| TABLE: B.9.3.4.4 – PROVIDER COMMUNICATIONS AND TRAINING BUSINESS REQUIREMENTS | |
|---|--|
| Req ID | Requirement |
| PCT-011 | The UOC Vendor shall update training content continuously throughout the year to reflect the most current information (e.g., policies, regulations, system changes, etc.). |
| PCT-012 | The UOC Vendor shall track a roster of all training participants in the LMS. |
| PCT-013 | The UOC Vendor shall provide a team of Field Representatives that are proficient in billing rules and procedures of Florida Medicaid, facility regulations, background screening, and the emergency status system, as well as other healthcare programs supported by FX, to deliver on-site support to providers. |
| PCT-014 | The UOC Vendor's Field Representatives shall meet with providers at their place of business, conduct one-on-one training workshops, and help providers resolve issues. |
| PCT-015 | The UOC Vendor shall track and report, at a minimum, provider name, date of contact, location, reason for visit, and resolution on each provider or billing agent contact from the initial contact to completion of the on-site visit. |
| PCT-016 | The UOC Vendor shall refer issues that cannot be resolved on-site to the Agency or other appropriate FX Vendor for research and resolution. |
| PCT-017 | The UOC Vendor shall ensure all Field Representatives are proficient in existing and new Medicaid policy, procedures, and curriculum. |
| PCT-018 | The UOC Vendor shall support the design, development, and distribution of provider communications including, but not limited to, bulletins, forms, public content forums, provider policy updates, website content, provider letters and surface mail, provider emails, policy alerts, provider texts, mass messaging and system alerts, user guides, technical documents, and education and training opportunities, as agreed upon by the Agency. |
| PCT-019 | The UOC Vendor shall develop the final communications materials and publish Agency approved materials to Agency approved channels (e.g., LMS, the Florida Medicaid provider portal, etc.). |
| PCT-020 | The UOC Vendor shall establish a mandatory monthly training meeting with all agents, supervisors, managers, and Agency staff to provide training, updates (e.g., systems and policy changes), discuss trends and issues, and notify staff of periodic compliance requirements. This requirement is for a minimum of one (1) hour each month. |
| PCT-021 | The UOC Vendor shall provide trainers that demonstrate competency in the subject matter, as well as excellent training delivery skills. |
| PCT-022 | The UOC Vendor shall develop, distribute, and track responses for provider surveys, as agreed upon by the Agency. |
| PCT-023 | The UOC Vendor shall proactively request provider content updates and develop new initiatives that drive communication requests. |
| PCT-024 | The UOC Vendor shall identify the most effective and cost-efficient communication channels. |

| TABLE: B.9.3.4.4 – PROVIDER COMMUNICATIONS AND TRAINING BUSINESS REQUIREMENTS | |
|---|--|
| Req ID | Requirement |
| PCT-025 | The Vendor shall track all UOC publication activities and requests using its provided CRM Solution. |
| PCT-026 | The UOC Vendor shall respond to requests from the Agency, providers, and billing agents for assistance, and proactively identify and contact providers whose billing records or survey findings indicate a need for additional assistance. |

9.3.5 Provider Complaints

Provider and practitioner complaints are an important mechanism for identifying concerns and dissatisfaction within the Florida Medicaid Program's FFS or health plan provider network. Provider complaints are processed to ensure a timely and thorough investigation in accordance with federal and/or Florida regulatory requirements.

Complaints related to FFS providers are initiated through the Agency. Complaints related to Medicaid managed care plan providers are initiated through the plan's provider complaint process. All plans have a provider complaint system to allow providers to dispute plan policies, procedures, or any aspect of a plan's administrative functions, including proposed actions, claims/billing disputes (appeal), and service authorizations.

The UOC Vendor shall be responsible for intake, processing, and resolution of all Tier 1 inquiries and complaints. Agency staff or designated partners shall utilize the UOC Solution to process and respond to more complex issues.

The UOC Vendor shall bring an innovative solution that promotes a single self-service option for the complaint intake process. The UOC Vendor's Solution shall also accept complaints through other channels (e.g., phone, mail, email, fax, etc.) and provide the necessary operational support (e.g., mail intake, data entry, etc.) to fulfill the requirement.

The Agency's Health Quality Assurance Complaint Administration Unit (CAU) also receives complaints involving providers across numerous channels (e.g., online form, contact center, mail, email, fax). The UOC Vendor shall provide a solution to consolidate the intake of complaints across the Agency enterprise, including the CAU and the Medicaid Complaint Unit and streamline the complaint intake process, reduce duplication, and provide visibility across the enterprise.

Table: B.9.3.5 – Provider Complaints Business Requirements below summarizes the Provider Complaints requirements for the UOC Vendor.

| TAB | TABLE: B.9.3.5 – PROVIDER COMPLAINTS BUSINESS REQUIREMENTS | |
|---------|--|--|
| Req ID | Requirement | |
| PCM-001 | The UOC Vendor's Solution shall accept, acknowledge, route, and respond as necessary to provider complaints in accordance with Agency policies through multiple communication channels (e.g., phone, mail, email, fax, etc.), as agreed by the Agency. | |
| PCM-002 | The UOC Vendor's Solution shall enable providers to upload documentation, supply additional information, and check the status of their complaint. | |
| PCM-003 | The UOC Vendor shall track all activity related to the complaint in the UOC Vendor's CRM and maintain the data for all provider interactions. | |

| TABLE: B.9.3.5 – PROVIDER COMPLAINTS BUSINESS REQUIREMENTS | |
|--|---|
| Req ID | Requirement |
| PCM-004 | The UOC Vendor shall support the collection of information and data requested though the public records process, in coordination with the Agency and applicable FX Vendor. |
| PCM-005 | The UOC Vendor shall provide Tier 1 customer support for all Agency complaint intake communication channels including, but not limited to, portal, mail, email, chat, text, etc., as agreed upon by the Agency. |
| PCM-006 | The UOC Vendor's Solution shall route to the appropriate Agency staff, unit, field office, health plan, or FFS Vendor, as agreed upon by the Agency. |
| PCM-007 | The UOC Vendor shall produce and distribute all outbound provider complaints communications (e.g., resolution/disposition notification) through communication channels agreed upon by the Agency, (e.g., portal inbox, live call, letters, email, etc.). |
| PCM-008 | The UOC Vendor's Solution shall have the capability for staff to communicate with providers to request additional information or documentation. |
| PCM-009 | UOC Vendor's Solution shall enable complaints to be triaged by UOC Vendor and Agency staff to determine the issue type (e.g., payment related, service authorization, patient not assigned to primary care physician, unresolved issue with a health plan, etc.) complexity for prioritization, and assignment to appropriate Agency staff for research and resolution. |
| PCM-010 | Complaints handled by managed care health plans shall be logged in the UOC Vendor's CRM as directed by the Agency. |
| PCM-011 | The UOC Vendor shall provide a solution to consolidate the intake of complaints across the Agency enterprise, including the Agency's Health Quality Assurance Complaint Administration Unit (CAU) and the Medicaid Complaint Unit and streamline the complaint intake process, reduce duplication, and provide visibility across the enterprise. |
| PCM-012 | The UOC Vendor's Solution must have the capability to send acknowledgment of receipt (for correspondence received by mail or email) through Agency approved communication channels. |

9.4 Business Services – Recipient Management

Florida Medicaid recipients must navigate a complex eligibility and enrollment process that involves ongoing contact with multiple entities, including federal and state agencies, contracted vendors, and health plans.

The Florida Department of Children and Families (DCF) has the statutory authority to determine Medicaid recipient eligibility. The majority of Medicaid and Children's Health Insurance Program (CHIP) eligibility determinations are conducted by DCF staff and the state's eligibility rules engine for Medicaid and CHIP is maintained by DCF. However, individuals may start the application process through multiple entities and channels. Once a recipient is deemed eligible, data is transferred to the Agency for benefit plan assignment, enrollment, and health plan choice counseling and support.

Accurate and timely response to inquiries and issues directly affects the ability for recipients to receive critical Medicaid services. The UOC Vendor shall be responsible for helping recipients navigate the complex eligibility and enrollment process. Recipient customer services include helping Medicaid applicants, recipients and stakeholders with general inquiries including questions regarding Medicaid eligibility, enrollment, covered services, health plan assignment, choice counseling, FFS provider list, file maintenance, filing complaints and grievances, fair hearings, third party liability, among other support activities.

The UOC Vendor shall provide general customer support the following recipient management business processes:

- Medicaid eligibility and enrollment support;
- Recipient file maintenance and record support;
- Recipient outreach and communications; and
- Recipient complaints, grievances, and fair hearings;

9.4.1 Medicaid Eligibility and Enrollment Processing and Support

The Agency receives eligibility data files daily from partner agencies (e.g., DCF, Social Security Administration (SSA)). The Agency uses this information to assign the recipient to the appropriate benefit plan, determine if they are a mandatory participant in SMMC, designate their ongoing care to a health plan, allow for an opportunity to select a health plan, or terminate their coverage in the program. The benefit plan will determine the covered services and limitations that the recipient is entitled to utilize with their Medicaid benefits.

Table: B.9.4.1 – Recipient Eligibility, Benefit Plan and Enrollment Support Business Requirements below summarizes the recipient eligibility, benefit plan and enrollment support business requirements for the UOC Vendor.

| TABLE: B.9.4.1 – RECIPIENT ELIGIBILITY, BENEFIT PLAN AND ENROLLMENT SUPPORT BUSINESS REQUIREMENTS | |
|---|---|
| Req ID | Requirement |
| ELG-001 | The UOC Vendor must receive and process Tier 1 general recipient Medicaid inquiries via multiple channels (e.g., phone, IVR, mail, email, chat, portal, etc.), as agreed to by the Agency. |
| ELG-002 | The UOC Vendor shall ensure that inquiries requiring assistance that is outside of the Agency's statutory purview are referred to the appropriate partner agencies (e.g., Florida Department of Children and Families (DCF), Florida Healthy Kids Corporation (FHKC), SSA, Florida Department of Elder Affairs (DOEA), Agency for Persons with Disabilities (APD)) for support as needed. |
| ELG-003 | The UOC Vendor's Solution shall have the capability to transfer recipients to the appropriate partner agency for support outside the Agency's statutory authority. |
| ELG-004 | The UOC Vendor's Solution shall seamlessly and automatically transfer recipients to the appropriate partner agency as applicable. |
| ELG-005 | The UOC Vendor mail room operations shall have Agency-approved processes in place to forward recipient related mail to partner agencies. |

| TABLE: B.9.4.1 – RECIPIENT ELIGIBILITY, BENEFIT PLAN AND ENROLLMENT SUPPORT BUSINESS REQUIREMENTS | |
|---|--|
| Req ID | Requirement |
| ELG-006 | The UOC Vendor mail room operations shall scan and store all recipient mail received including mail routed to a partner agency. |
| ELG-007 | The UOC Vendor shall track and maintain a record of all recipient eligibility inquiries in the CRM Solution, including record of the appropriate partner agency transfer as applicable. |
| ELG-008 | The UOC Vendor shall provide Tier 1 support activities related to a recipient's benefit plan assignment including, but not limited to, responding to inquiries related to benefits covered under the plan, any service limitations, need for prior authorizations, co-payment requirements, etc. |
| ELG-009 | The UOC Vendor shall maintain and support multiple Agency-approved communication channels (e.g., contact center, chat, email, mail, recipient portal, fax, etc.) for recipients to contact for information. |

9.4.2 Health Plan Choice Counseling and Enrollment Support

Most recipients are auto-assigned a managed care health plan upon enrollment. Recipients can select a new plan or change their plan during the Agency-approved change period. The UOC Vendor shall provide health plan choice counseling and support via multiple communication channels to help recipients navigate the health plan selection and enrollment process.

Table: B.9.4.2 – Recipient Choice Counseling and Enrollment Business Requirements below summarizes the recipient choice counseling and enrollment business requirements for the UOC Vendor.

| TABLE: B.9.4.2 – RECIPIENT CHOICE COUNSELING AND ENROLLMENT BUSINESS REQUIREMENTS | |
|---|---|
| Req ID | Requirement |
| | The UOC Vendor shall provide health plan enrollment business operations support in the following areas: |
| | Plan enrollment inquiry; |
| RCC-001 | Plan choice counseling, including plan benefits and provider comparisons; |
| RCC-001 | Plan change processing, including disenrollment; |
| | Good cause request evaluation and determination; and |
| | Referrals to other agencies, health plans, or other health system related services. |
| RCC-002 | The UOC Vendor shall promote and enable technologies that allow recipients to interact with content and business services to complete the needed transactions that support the plan enrollment process. |
| RCC-003 | The UOC Vendor Solution shall maintain and support multiple Agency approved communications channels (e.g., VOIP, chat, email, mail, recipient portal, fax, etc.) for recipients to contact for health plan choice counseling and enrollment activities. |

| TABLE: B.9.4.2 – RECIPIENT CHOICE COUNSELING AND ENROLLMENT BUSINESS REQUIREMENTS | | |
|---|--|--|
| Req ID | Requirement | |
| RCC-004 | The UOC Vendor shall answer questions and assist recipients in the areas related to, but not limited to: | |
| | Understanding managed care; | |
| | How to enroll in a health plan; | |
| | How to view enrollment status and details; | |
| | How to change enrollment status and details; | |
| | How to report a change in information; | |
| | Annual enrollment requirements; | |
| | How to search for plan providers; | |
| | How to change plans; and | |
| | Understanding recipient's rights and responsibilities. | |
| RCC-005 | The UOC Vendor's Solution shall provide self-service functionality for recipients to inquire about their health plan options and enable plan selection by the recipient. | |
| RCC-006 | The UOC Vendor shall confirm enrollments in a managed care health plan, whether self-selected, auto assigned, or the result of a reinstatement, are effective in accordance with Agency guidelines. | |
| RCC-007 | The UOC Vendor shall ensure that all eligible enrollees can make a health plan change during the enrollee's Open Enrollment period, according to Agency guidelines. | |
| RCC-008 | The UOC Vendor shall research and review health plan assignment information within Agency agreed upon time standards and communicate the resolution to the recipient via the recipient's preferred communications channel. | |
| RCC-009 | The UOC Vendor shall notify recipients, via multiple Agency-approved communication channels, if a change to their health plan or coverage occurs (e.g., recipient transitioning between plans, plan is not longer an option in that region, recipient moves and their current plan is not a plan in their new region, statewide plan procurement, etc.). | |
| RCC-010 | The UOC Vendor shall manage and perform inbound and outbound recipient health plan enrollment mail operations and fulfillment per Agency guidelines. | |
| RCC-011 | The UOC Vendor shall maintain mail room operations that support the timely receipt and processing of incoming mail from recipients. | |
| RCC-012 | The UOC Vendor shall provide the staff and systems required to open, sort, scan, and upload all inbound mail. | |
| RCC-013 | The UOC Vendor shall generate and distribute communications to recipients utilizing the optimal communication channels available and as agreed to by the Agency. In addition, the UOC Vendor shall process the receipt of returned mail in accordance with Agency policies located in the UOC Procurement Library . | |

| TABLE: B.9.4.2 – RECIPIENT CHOICE COUNSELING AND ENROLLMENT BUSINESS REQUIREMENTS | | |
|---|---|--|
| Req ID | Requirement | |
| RCC-014 | The UOC Vendor shall link all correspondence to the appropriate recipient data in the recipient module and track in the CRM Solution. | |
| RCC-015 | The UOC Vendor shall provide a solution that efficiently manages and reduces returned recipient mail (e.g., enrollee materials, etc.). | |
| RCC-016 | The UOC Vendor shall process the receipt of returned mail in accordance with Agency policies. | |
| RCC-017 | The UOC Vendor shall utilize multiple channels of communications or technologies, as agreed to by the Agency, to notify a recipient when mail is returned as undeliverable. | |

9.4.3 Recipient File Maintenance and Records Support

The maintenance of recipient information is essential for the recipient to receive their entitled benefits. It is also necessary to ensure the integrity of claims, encounters, reporting, and accurate expenditures to providers and health plans.

Maintenance activities are a mixture of automated and manual processes that can be initiated through electronic updates, internal processes, conflicting data sets, partner agencies, and infrequently, recipients.

A constant challenge for Agency staff, FX Vendors, and partner agencies is the ongoing maintenance of recipient's demographic information. Recipients are required to report changes in their circumstances to DCF, SSA, or Florida Healthy Kids Corporation (FHKC) to maintain their eligibility. DCF, SSA, and FHKC must update their source file and send updates to Agency systems to ensure that the erroneous data does not continue to conflict in the disparate systems.

Both the UOC Vendor and Agency staff will have defined business support roles in verifying information, resolving data discrepancies, conducting research, contacting stakeholders, and revising systems to update conflicts in recipient information.

Other common file maintenance activities include, but are not limited to, resolving data discrepancies with:

- Medicare Buy-in (demographic mismatch at SSA, CMS, or Medicare entitlement mismatch);
- Incarceration (appropriate span of confinement or release dates);
- Master death files (date of death mis-matched data between SSA, DCF, and Vital Statistics);
- DCF data mismatch (duplicate IDs, incorrect SSN, other demographics, etc.);
- Family Planning (spans needed to be added and closed);
- Children in Care (duplicate Medicaid IDs);
- Patient responsibility (overlapping spans with different patient responsibilities); and
- MediKids (demographic and eligibility discrepancies).

The Agency at its discretion, may in the future direct the UOC Vendor to undertake additional business operation functions related to recipient file maintenance activities, as agreed to by the Parties.

Table: B.9.4.3 – Recipient File Maintenance Business Requirements below summarizes the recipient file maintenance business requirements for the UOC Vendor.

| TABLE: B.9.4.3 – RECIPIENT FILE MAINTENANCE BUSINESS REQUIREMENTS | | |
|---|---|--|
| Req ID | Requirement | |
| RFM-001 | The UOC Vendor shall receive and process Tier 1 recipient file maintenance inquiries via multiple communication channels (e.g., phone, IVR, mail, email, chat, portal, etc.), as agreed to by the Agency. | |
| RFM-002 | The UOC Vendor shall escalate file maintenance inquiries generated from a recipient to the appropriate Agency staff or FX Module Vendor. | |
| RFM-003 | The UOC Vendor's Solution shall seamlessly and automatically transfer recipients to the appropriate partner agency. | |
| RFM-004 | The UOC Vendor's mail operations shall scan and store all recipient file maintenance mail received including mail routed to a partner agency. | |
| RFM-005 | The UOC Vendor's Solution shall include paperless forwarding of mail to partner agencies. | |
| RFM-006 | The UOC Vendor shall track and maintain a record of all recipient file maintenance inquiries in the CRM with record of the appropriate agency transfer or internal escalation. | |
| RFM-007 | The UOC Vendor shall work closely with Agency, FX Module Vendor, and partner agency staff to support file maintenance activities. | |
| RFM-008 | The UOC Vendor shall refer recipients that contact the Agency about demographic changes or discrepancies to the partner agency that is responsible for the data source or escalate to Agency staff or other FX Module Vendors as appropriate. | |

9.4.4 Recipient Outreach and Communications

A critical aspect of the Florida Medicaid program is to ensure the availability and accessibility of quality health care services for Medicaid recipients. This requires that recipients fully understand their benefits and have access to the Florida Medicaid program information. Quality recipient outreach, education, and support are critical components of the Medicaid program.

Keeping recipients current on changes and developments in the Florida Medicaid program requires continuously assessing communication needs and developing materials targeted to recipients and other program stakeholders. Communication and training needs are driven by program policy or regulation changes, as well as routine reminders and periodic updates regarding program eligibility, plan enrollment, expanded benefits, and related processes and procedures.

Recipient communications take many forms depending on the type of communication, such as bulletins targeted to the general recipient population, forms, Florida Medicaid or FX website content, recipient letters and surface mail, secure messaging, and appropriate social media

engagement, news articles, mass messaging and system alerts, program brochures, user guides, and educational information.

The Agency is the source of many communication requests, authors the associated information and content, and will direct the UOC Vendor to design, develop, and finalize resulting materials for publication and delivery, upon Agency approval.

Table: B.9.4.4 – Recipient Outreach and Communications Business Requirements below summarizes the Recipient Outreach and Communications requirements for the UOC Vendor.

| TABLE B.9.4.4 – RECIPIENT OUTREACH AND COMMUNICATIONS BUSINESS REQUIREMENTS | |
|---|---|
| Req ID | Requirement |
| ROC-001 | The UOC Vendor shall provide recipient outreach (e.g., print, and electronic material development and distribution, web campaigns, etc.) to improve program awareness and effectiveness including, but not limited to, notifying the recipient population on a scheduled and ad hoc basis about program changes, such as the addition or termination of a health plan, provider, or a health benefit. |
| ROC-002 | The UOC Vendor shall maintain up-to-date content on the Agency's website and recipient portal including, but not limited to, general program information, what services are covered, services for children, Medicaid fair hearings, accessing long-term care, sample recipient letters, filing a complaint, health plan brochures, and expanded benefits. |
| ROC-003 | The UOC Vendor shall encourage self-service options to recipients by referring them to the appropriate content on the Agency's website or the recipient portal. |
| ROC-004 | The UOC Vendor shall conduct all recipient outreach activities utilizing Agency developed or approved content and materials. |
| ROC-005 | The UOC Vendor shall produce recipient communications and distribute them in the recipient's preferred communications channel as directed by the Agency. |
| ROC-006 | The UOC Vendor shall produce recipient communications in the recipient's preferred language (e.g., English, Spanish, Creole, etc.). |
| ROC-007 | The UOC Vendor shall offer alternative communications formats for vision and hearing-impaired recipients such as Braille and audio recordings. |
| ROC-008 | The UOC Vendor shall identify the most effective and cost-efficient communication channels. |
| ROC-009 | The UOC Vendor shall develop an annual Recipient Outreach and Communications Plan. |
| ROC-010 | The UOC Vendor shall establish a mandatory monthly training meeting with all agents, supervisors, managers, and Agency staff to provide training, updates (e.g., systems and policy changes), discuss trends and issues, and notify staff of periodic compliance requirements related to recipient management. This requirement is for a minimum of one (1) hour each month. |
| ROC-011 | The UOC Vendor shall continuously update outreach and communications content to reflect the most up-to-date policies, regulations, processes, and procedures. |

| TABLE B.9. | TABLE B.9.4.4 – RECIPIENT OUTREACH AND COMMUNICATIONS BUSINESS REQUIREMENTS | |
|------------|--|--|
| Req ID | Requirement | |
| ROC-012 | The UOC Vendor shall work with the Agency to design, develop, and distribute recipient communications, such as bulletins targeted to the general recipient population, forms, Florida Medicaid or FX website content, recipient letters and surface mail, secure messaging, and appropriate social media engagement, news articles, mass messaging and system alerts, program brochures, user guides, and educational information, as agreed upon by the Agency. | |
| ROC-013 | The UOC Vendor shall develop final recipient communication materials and publish Agency approved materials to Agency approved channels (e.g., LMS, Agency website, recipient portal, printed media, email, etc.). | |
| ROC-014 | The UOC Vendor and its Agency-approved subcontractors shall proactively request recipient content updates, raise issues, or develop new initiatives that drive communications requests. | |
| ROC-015 | The UOC Vendor shall submit annually a Recipient Outreach and Communication plan outlining proposed initiatives and content for Agency approval. | |

9.4.5 Recipient Complaints, Grievances, Appeals, and Medicaid Fair Hearings

Florida Medicaid takes recipient grievances, appeals, and complaints seriously. Complaints are an important mechanism for identifying concerns and dissatisfaction with the Medicaid program. Recipient complaints, grievances, and appeals are processed to ensure a timely and thorough investigation in accordance with federal and/or Florida regulatory requirements.

Complaints are any oral or written expression of dissatisfaction by an enrollee submitted to the Managed Care Plan or to a state agency. A recipient may file a complaint regarding their concern with any aspect of Florida Medicaid. Possible subjects for complaints include, but are not limited to, the quality of care, the quality of services provided, failure to respect the enrollee's rights, and Managed Care Plan administration and compliance A complaint is a subcomponent of the grievance and appeal system.

Recipients enrolled in a SMMC health or dental plan must use the health plan's Grievance and Appeals process. Recipients who are denied service or whose services were suspended, reduced, or terminated may appeal through their health plan's appeal process and, subsequently through the Medicaid Fair Hearings process.

Table: B.9.4.5 – Recipient Complaints, Grievances, Appeals, and Fair Hearings Business Requirements below summarizes the Recipient Complaints, Grievances, Appeals, and Fair Hearings requirements for the UOC Vendor.

| TABLE: B.9.4.5 – RECIPIENT COMPLAINTS, GRIEVANCES, APPEALS, AND FAIR HEARINGS BUSINESS REQUIREMENTS | |
|---|---|
| Req ID | Requirement |
| RGA-001 | The UOC Vendor's Solution shall provide a single streamlined online entry point for all complaints reported to the Agency. |
| RGA-002 | The UOC Vendor's Solution shall accept, route, and respond as necessary to complaints, grievances, appeals, and Medicaid Fair Hearings in accordance with |

| TABLE: B.9.4.5 – RECIPIENT COMPLAINTS, GRIEVANCES, APPEALS, AND FAIR HEARINGS BUSINESS REQUIREMENTS | |
|---|--|
| Req ID | Requirement |
| | 409.285(2), Florida Statutes (F.S.) for all communication channels, as deemed appropriate by the Agency. |
| RGA-003 | The UOC Vendor's CRM shall track all activity related to complaints, grievances, appeals, or Medicaid Fair Hearings and maintain all recipient interaction data. |
| RGA-004 | The UOC Vendor shall provide Tier 1 support for the Complaint and Medicaid Fair Hearings process including, but not limited to, providing general information, directing recipients to resources, and logging the complaint in the CRM. |
| RGA-005 | The UOC Vendor shall collaborate with Agency staff to triage complaints, including determining the issue type and complexity for prioritization and assignment to the appropriate Agency staff for research and resolution. |
| RGA-006 | The UOC Vendor shall notify the complainant of the resolution/disposition through Agency-approved communication channels (e.g., portal inbox, telephone, email, letter, etc.), including the recipient's preferred communications channel. |
| RGA-007 | The UOC Vendor shall escalate, through the CRM, recipients that need Tier 2 or 3 support to the appropriate business unit or external Stakeholders, as defined by the Agency. |
| RGA-008 | The UOC Vendor shall provide the general status of complaints to customers, using the customer's preferred communications method, as deemed appropriate by the Agency. |
| RGA-009 | The UOC Vendor shall accept, log, and route through the CRM request for a Medicaid Fair Hearing to the Agency's Office of Fair Hearings (OFH). |
| RGA-010 | The UOC Vendor's Solution shall enable recipients to access information about the complaints, grievances, appeals and Medicaid Fair Hearings process. |
| RGA-011 | The UOC Vendor's Solution shall enable recipients to submit complaints and check the status of the complaint via the recipient portal or other preferred channel of the recipient, as deemed appropriate by the Agency. |
| RGA-012 | The UOC Vendor shall refer recipients to the Agency's Office of Fair Hearings (OFH) when the recipient requests the status of a Fair Hearing. |
| RGA-013 | The UOC Vendor shall log SMMC health plan complaints in the CRM and direct the recipient to their health plan's grievance and appeals process through an Agency approved transfer process or by directing them to the plan's web portal to initiate the complaint. |
| RGA-014 | The UOC Vendor's Solution shall seamlessly transfer SMMC recipients to their health or dental plan to initiate a grievance or appeal. |

9.5 ENTERPRISE OPERATIONS MANAGEMENT

9.5.1 Provider and Recipient Claims and Payment Support

Provider payment primarily starts with the submission of a claim/encounter by the provider or health plan to the fiscal agent (or Stage 3: FX Core Module Vendor) and ends with notification of the final adjudication status. Providers or recipients inquire about the status of a claim, the amount paid, or the reason for a denial through various channels. Inquiries are currently initiated through designated field offices, Agency's Medicaid Helpline contact center (queues for providers and recipients), the fiscal agent's contact center, Medicaid Fiscal Agent Operations, other Agency offices (i.e., Division of Medicaid), various web portals, mail, email, and fax. The UOC Vendor Solution shall consolidate current intake channels into a single streamlined inquiry entry point.

The UOC Vendor shall provide Tier 1 customer support for claims and payment support inquiries from providers and recipients and shall escalate more complex inquiries to the Agency or designated FX Vendor as applicable. General inquiries, such as questions involving status of a claim, payment amount, denial reason, etc., shall be answered and resolved by UOC Vendor staff with no further action. Inquiries that require escalation may involve using Agency approved workflows to transfer the inquiry to other Agency teams for action such as to the systems team for research or Recipient and Provider Assistance team for exceptional claims processing. All inquiries will be tracked in the UOC Vendor's CRM.

The Agency seeks to limit traditional postal mail and increase the use of self-service or electronic options by providers and recipients. Even with this goal in mind, the UOC Vendor shall process provider or recipient inbound and outbound communications related to payment inquiries through traditional mail and other communication channels.

Table: B.9.5.1 – Provider and Recipient Claims Processing Support Business Requirements below summarizes the Provider and Recipient Claims Processing Support business requirements for the UOC Vendor.

| TABLE: B.9.5.1 – PROVIDER AND RECIPIENT CLAIMS PROCESSING SUPPORT BUSINESS REQUIREMENTS | |
|---|--|
| Req ID | Requirement |
| CLM-001 | The UOC Vendor shall provide Tier 1 customer support for general provider and recipient claims processing inquiries through multiple communication channels, as agreed upon by the Agency. |
| CLM-002 | The UOC Vendor shall escalate provider and recipient claims processing support inquiries requiring more complex responses or additional assistance to the Agency or designated FX Vendor, using an escalation methodology agreed upon by the Agency. |
| CLM-003 | The UOC Vendor shall accept and process all incoming provider and recipient claims processing support communications through multiple communication channels (e.g., mail, email, chat, text, etc.), as agreed upon by the Agency. |
| CLM-004 | The UOC Vendor shall produce and distribute all outbound communications to providers and recipients related to claims processing support (e.g., printed return authorization (RA), 1099's, form letters, etc.) through multiple channels (e.g., live, and automated calls, letters, emails, text, chat, etc.), as agreed upon by the Agency. |

| TABLE: B.9.5.1 – PROVIDER AND RECIPIENT CLAIMS PROCESSING SUPPORT BUSINESS REQUIREMENTS | |
|---|--|
| Req ID | Requirement |
| CLM-005 | The UOC Vendor shall record the receipt and track in the CRM all inquiries related to provider and recipient claims payment support through all approved communication channels, as agreed upon by the Agency. |
| CLM-006 | The UOC Vendor shall produce and maintain standard written correspondence templates that allow users to select attributes that will pre-populate into the desired communications channel. |

9.5.2 Centralized Communications

The UOC Vendor shall act as a centralized distributor of communications to UOC customers. Communications shall be delivered via multiple channels including, but not limited to, phone, text messaging, IVR, emails, direct mailings, or targeted customer mailings. The UOC Vendor shall equip all customer-facing UOC staff with Agency-approved templates and messaging to deliver services to UOC customers. Primarily, this includes templates and messaging that will be used by UOC staff to respond to Tier 1 inquiries, but also includes UOC-developed and Agency-approved templates used by staff for Tier 2/3 support and outreach to UOC customers. The UOC Vendor shall develop these templates and obtain Agency approval prior to use and work with the Agency to make needed updates to these templates on an ongoing basis based on Quality Assurance reviews and findings. The UOC Vendor shall maintain designated communications staff who shall work with the Agency to effectively plan, create, and distribute assigned communications, as further specified in Attachment B, Section B.12 Staffing.

9.5.2.1 Communication Standards

All UOC Vendor communications shall adhere to and promote the use of Agency communication standards and processes. The UOC Vendor shall coordinate with the Agency's designated Communications Lead to ensure use of up-to-date communication approval processes and communication standards for development and approval of all UOC customer communication protocols. The UOC Vendor shall designate a Communications Lead that coordinates with the Agency's designated Communications Lead on communications-related tasks to develop effective UOC customer communications processes and tools.

9.5.2.2 Communications Plan

As the UOC Vendor's Solution expands to include other Agency-contracted FX module solutions (e.g., Stages 3, 4, 5+), the UOC Vendor shall provide communications support to each FX Vendor to schedule, develop, review, and distribute communications. The UOC Vendor shall develop and manage the UOC Communications Plan.

The UOC Vendor's designated Communications Lead shall serve as the owner of the UOC Communications Plan and as the coordinating point of contact for all FX Module Vendors' communications that are distributed via one of the Agency-approved UOC communication channels.

9.5.2.3 Cross-Program Communications

In addition to coordinating with the Agency's designated Communications Lead, the UOC Vendor's Communications Lead shall work with designated points of contact within the Agency to support communications planning and to understand any key dates or messaging that should be

considered. **Table:** B.9.5.2 – **Centralized Communications Business Requirements** includes the requirements for communications support.

| TABLE: B.9.5.2 CENTRALIZED COMMUNICATIONS BUSINESS REQUIREMENTS | |
|---|---|
| Req ID | Requirement |
| COM-001 | The UOC Vendor shall designate a Communications Lead to work directly with the Agency's designated Communications Lead on communications-related tasks, coordinate with designated points of contact within the Agency, and review and update as needed the Communications Plan with the Agency's designated Communications Lead, as agreed to by the Agency. |
| COM-002 | The UOC Vendor shall coordinate with the Agency's designated Communications Lead to use established communication approval processes and communication standards for development and approval of all UOC customer communications. |
| COM-003 | The UOC Vendor shall provide communications support to each FX Vendor to schedule, develop, review, and distribute communications. |
| COM-004 | The UOC Vendor shall develop and manage the UOC Communications Plan. The UOC Vendor's Communication Lead shall coordinate with each FX Module Vendor and the Agency's designated Communications Lead to gather inputs for the UOC Communications Plan. This UOC Vendor Communications Lead shall coordinate with the |
| | Agency's designated Communications Lead to review the Communications Plan and make updates as needed on a mutually agreed to cadence between the Agency and the UOC Vendor. The intent of these reviews includes, but is not limited to: |
| | Identifying the communications and/or materials that the Agency will review or have input into as part of the development and review process; |
| | Confirming key messages that should be included in communications; |
| | 3. Validating the communication channels that should be used; and |
| İ | 4. Confirming execution dates for each communication. |

9.5.3 Centralized Mail and Communications Fulfillment

The Agency sends information to customers electronically where feasible, but also through physical mail when required. The Agency and its vendors currently operate multiple mail rooms, using disparate processes and channels, to support the intake of inbound mail and outbound communications to customers.

The UOC Vendor shall implement a centralized mail and communications fulfillment operation that consolidates existing Agency mail room operations, print production, and correspondence capabilities into a centralized operation.

9.5.3.1 Inbound and Outbound Mail Processing

The UOC Vendor's mail and communications fulfillment service center solution shall act as a central hub for all inbound and outbound mail and communications. The UOC Vendor's Solution must process large volumes of mail and communications across multiple channels, including traditional mail, email, web portal communications, and other Agency specified channels. The UOC Vendor shall use automation to create a digital mail room that standardizes the processing and distribution of traditional paper and electronic mail. This includes printing and mailing information of any type as approved by the Agency to identified audiences on a scheduled and ad hoc basis.

The UOC Vendor shall provide its own complete print and mail infrastructure that must interface with external systems to support this service. The UOC Vendor shall provide an automated, highly secure, and efficient intake solution for the receipt and processing (e.g., opening, sorting, scanning, and routing) of mail. The UOC Vendor's Solution shall include document capture technology that supports both the scanning of all incoming traditional paper mail and the importing of electronic files. The UOC Vendor's Solution shall include Intelligent Data Capture capabilities that automatically identify and extract key information from paper and electronic documents and used to index or route the document to the appropriate business unit or vendor. The UOC Vendor shall utilize the CRM workflow capabilities to circulate and track inbound mail routed to Agency business units or FX Module Vendors.

It is critical for documents to be stored rapidly, securely managed, and quickly retrieved through a common user interface. The UOC Vendor's Solution shall interface with the Agency's Enterprise Content Management (ECM) Solution to store and retrieve imaged documents. The UOC Vendor shall retain and store traditional paper mail documents, if required, per Agency retention policies. The UOC Vendor shall also follow Agency approved processes to destroy and dispose of paper documents.

Often inbound mail will include checks for fees, reimbursements, penalties, or checks returned. The UOC Vendor shall provide an Agency-approved, secure process to track the receipt and routing of all payments received and reconciled daily.

The Agency and its vendors communicate with recipients, providers, or other Stakeholders using a variety of methods. One of these methods includes traditional mail.

The UOC Vendor shall prepare, produce, and mail outbound traditional postal service mail. The UOC Vendor shall receive print requests from the Agency, the UOC Solution workflow, FX Module Vendors, or other Agency contracted vendors for the need to send a letter or document to Agency customers.

The Agency is required to send certain documents or letters through certified mail. The UOC Vendor shall comply with postal service requirements in completing and attaching certified mail labels to Agency specified outbound items. The UOC Vendor shall track the delivery and receipt of those items and record the delivery in the UOC Vendor's CRM Solution.

Table: B.9.5.3.1 – Inbound and Outbound Mail Business Requirements below summarizes the Inbound and Outbound Mail requirements for the UOC Vendor.

| | TABLE: B.9.5.3.1 – INBOUND AND OUTBOUND MAIL BUSINESS REQUIREMENTS | |
|---|--|---|
| R | eq ID | Requirement |
| M | IAI-001 | The UOC Vendor shall provide a mail and communications fulfillment service center to act as a central hub for all inbound and outbound mail and communications. |

| TABLE: B.9.5.3.1 – INBOUND AND OUTBOUND MAIL BUSINESS REQUIREMENTS | |
|--|---|
| Req ID | Requirement |
| MAI-002 | The UOC Vendor shall process inbound mail from traditional mail, email, web portal communications, and other Agency-approved communication channels. |
| MAI-020 | The UOC Vendor's Solution shall support high volume inbound and outbound mail processing across multiple channels, as specified by the Agency. |
| MAI-003 | The UOC Vendor's Solution shall incorporate quality controls and checks within the solution and embed into each process. |
| MAI-004 | The UOC Vendor shall provide a solution that uses automation to create a digital mail room that will standardize the processing and distribution of paper and electronic mail. |
| MAI-005 | The UOC Vendor's Solution shall include a data capture capability that supports both the scanning of all incoming traditional paper mail and the importing of electronic files. |
| MAI-006 | The UOC Vendor's Solution shall include Intelligent Data Capture capability that automatically identifies and extracts key information from semi-structured paper and electronic documents that can be used to index and/or route the document to the appropriate Agency business unit or FX Module Vendor. |
| MAI-007 | The UOC Vendor's Solution shall include automatic classification technologies to reduce the need for manual presorting documents before the scanning process. |
| MAI-008 | The UOC Vendor shall utilize CRM workflow capabilities to circulate and track inbound mail routed to Agency business units or FX Module Vendors. |
| MAI-009 | The UOC Vendor's Solution shall interface with the Agency's Enterprise Content Management (ECM) Solution to store and retrieve imaged documents. |
| MAI-010 | The UOC Vendor shall retain and store traditional paper mail documents to comply with Agency-specific business unit retention policies. |
| MAI-011 | The UOC Vendor shall be responsible for the destruction of documents per state and Agency record retention policies, and its certification, upon approval by the Agency to destroy documents. |
| MAI-012 | The UOC Vendor's Mail Solution must include robust security controls that comply with HIPAA standards for protection of sensitive information. |
| MAI-013 | The UOC Vendor shall receive and process requests for outbound communications fulfillment (e.g., print, mail, electronically send, etc.) from Agency approved sources. |
| MAI-014 | The UOC Vendor shall utilize Agency approved letter templates, style guides, and follow standards to prepare materials. |
| MAI-015 | The UOC Vendor shall ensure customer addresses are validated prior to production using Agency approved tools and processes. |
| MAI-016 | The UOC Vendor's Solution shall include automated mail room capabilities to efficiently and accurately prepare and send traditional mail (e.g., print, sort, stuff, meter and deliver). |

| TABLE: | TABLE: B.9.5.3.1 – INBOUND AND OUTBOUND MAIL BUSINESS REQUIREMENTS | |
|---------|--|--|
| Req ID | Requirement | |
| MAI-017 | The UOC Vendor's digital mail room Solution shall be scalable to support small and large volumes. | |
| MAI-018 | The UOC Vendor shall reconcile daily the number of print requests, the number of items generated, and the amount of time from the receipt of the print request to the physical mailing. This information shall be accessible to the Agency upon request. | |

9.5.3.2 Returned Postal Mail

Mail is returned by the postal service for a variety of reasons (e.g., inadequate address, wrong address, receiver moved, etc.). The UOC Vendor's centralized mail operation shall receive and process all returned mail, including intake, logging, and notification of the returned mail to the initiating business unit. Timely notification to the business unit is critical to ensure that appropriate restrictions can be applied as needed.

Table: B.9.5.3.2 – Returned Mail Business Requirements below summarizes the Returned Mail requirements for the UOC Vendor.

| TABLE: B.9.5.3.2 - RETURNED MAIL BUSINESS REQUIREMENTS | |
|--|---|
| Req ID | Requirement |
| RM-001 | The UOC Vendor's centralized mail operation shall receive and process all returned mail, including intake, logging, and timely notification of returned mail to the initiating business unit. |
| RM-002 | The UOC Vendor shall log and track returned mail in the CRM system. |
| RM-003 | The UOC Vendor shall utilize the CRM system and Agency-approved processes and systems to promptly report returned mail to the initiating business unit. |
| RM-004 | The UOC Vendor shall forward returned mail when a forwarding address is provided, based on Agency requirements. |

9.5.3.3 Printing and Production Services

The Agency provides a wide variety of materials and content to inform providers, recipients, and other Stakeholders about general program information, requirements, updated policies, or other pertinent content. The materials produced may take the form of, but are not limited to, webcontent, forms, brochures, publications, training materials, or mass mailings. The UOC Vendor shall be responsible for the printing and production of requested materials. In most cases, the Agency will author the content and will direct the UOC Vendor to design, develop, and edit the resulting materials for publication and delivery, upon Agency approval. The Agency may also request the UOC Vendor to draft original content.

Finalized communication materials are submitted to the Agency for approval and then published on the Agency website, and/or the materials distributed through other Agency approved channels (e.g., such as printed media, email, or text). The UOC Vendor shall print and distribute materials upon request from the Agency, recipient, providers, or other Stakeholders. Forms or other

materials available to the public must be in a format that allows the requestor to easily download the form from the website. The UOC Vendor's Printing Solution shall be scalable to accommodate the need for mass mailings to large target populations upon request by the Agency.

Table: B.9.5.3.3 – Printing and Production Services Business Requirements below summarizes the Printing and Production Services requirements for the UOC Vendor.

| TABLE: B.9.5.3.3 – PRINTING AND PRODUCTION SERVICES BUSINESS REQUIREMENTS | |
|---|--|
| Req ID | Requirement |
| PPS-001 | The UOC Vendor shall print and produce materials, upon request from the Agency, providers, and recipients. |
| PPS-002 | The UOC Vendor shall design, develop, and edit materials for publication and delivery, upon Agency approval. |
| PPS-003 | The UOC Vendor shall develop the final communications materials, submit them to the Agency for approval, and publish Agency approved materials to the Agency website, and/or distribute the material through other Agency approved channels such as printed media, email, or text. |
| PPS-004 | The UOC Vendor shall print and distribute materials upon request. |
| PPS-005 | The UOC Vendor's Solution shall allow the public to easily download forms from the website. |
| PPS-006 | The UOC Vendor's Printing Solution shall be scalable to accommodate the need for mass mailings to large target populations upon request by the Agency. |
| PPS-007 | The UOC Vendor shall be able to produce and publish all (documents, letters, publications, print media, manuals, etc.) in English, Spanish, and Creole. |

9.5.3.4 Medicaid Card Production

Recipients that are determined eligible for Medicaid are issued a Medicaid card with an accompanying information brochure upon enrollment. Recipients present their Medicaid card to providers to prove their eligibility for services. The UOC Vendor is responsible for the secure production and distribution of Medicaid cards (initial and replacement) and information brochures to enrolled recipients. Since timely receipt of services depends on the Medicaid card, it is imperative that requests for Medicaid cards are securely, accurately, and promptly processed and delivered by the UOC Vendor.

The UOC Vendor shall provide an Agency-approved card production and distribution method that complies with applicable federal and state regulations and produces cost savings by eliminating the production of plastic Medicaid cards.

Table: B.9.5.3.4 – Medicaid Card Production Business Requirements below summarizes the Medicaid Card Production requirements for the UOC Vendor.

| TABLE: B.9.5.3.4 – MEDICAID CARD PRODUCTION BUSINESS REQUIREMENTS | |
|---|-------------|
| REQ ID | REQUIREMENT |

| MCP-001 | The UOC Vendor shall produce and distribute initial and replacement Medicaid cards and the accompanying information brochure to enrolled recipients in a timely manner. |
|---------|---|
| MCP-002 | The UOC Vendor shall provide a secure Medicaid card production infrastructure, including interfaces with applicable subsystems needed to support this service. |
| MCP-003 | The UOC Vendor shall produce and distribute Medicaid cards with accompanying brochure within 1 business day from initial enrollment. |
| MCP-004 | The UOC Vendor's Solution shall track enrollment card requests, production, and fulfillment. |
| MCP-005 | The UOC Vendor shall securely deactivate and dispose of Medicaid cards that are returned by the recipient or postal service in accordance with Agency-approved protocols. |
| MCP-006 | The UOC Vendor's Solution shall electronically record the receipt, deactivation, and destruction of Medicaid cards returned by recipients or the postal service. |

9.5.3.5 Forms Master Index

Ensuring that up to date content (e.g., forms, manuals, brochures, publications, etc.) is available to providers, recipients, and other Stakeholders requires continuous monitoring. The UOC Vendor shall maintain a Master Forms Index to guarantee that forms or other materials posted to the website or printed are pulled from their primary source file and shall utilize the master forms/letter generator. The UOC Vendor's Solution shall include online form capabilities that allow the user to access, complete, save, retrieve, electronically sign, submit, download, and print.

Table: B.9.5.3.5 – Forms Master Index Business Requirements below summarizes the Forms Master Index requirements for the UOC Vendor.

| TA | TABLE: B.9.5.3.5 – FORMS MASTER INDEX BUSINESS REQUIREMENTS | |
|---------|---|--|
| Req ID | Requirement | |
| FMI-001 | The UOC Vendor shall maintain a Master Forms Index to guarantee that forms or other materials posted to the website or printed are pulled from their primary source file and utilize the master forms/letter generator. | |
| FMI-002 | The UOC Vendor's Master Forms Index shall categorize forms by Agency approved data elements (e.g., form number, name, description, etc.) and shall be searchable. | |
| FMI-003 | The UOC Vendor's Solution shall allow users to retrieve, download, and print forms. | |
| FMI-004 | The UOC Vendor's Solution shall allow users to complete forms online, sign electronically, submit, save, return for completion, print, and/or upload. | |
| FMI-005 | The UOC Vendor's Solution shall include user authentication for electronic signature requirements on forms when a user has an account with the Agency. | |
| FMI-006 | The UOC Vendor's Solution shall track the retrieval and access of all forms and other publications, including the ability to identify the field last completed on a form if the user did not complete the submission. | |

9.5.3.6 Correspondence

The Agency currently sends customer correspondence via multiple methods such as paper correspondence, email, and telephone. The Agency plans to reduce paper correspondence with the goal of becoming at least 95% paperless with the implementation of the UOC.

The UOC Vendor's centralized mail and communications fulfillment center shall be responsible for preparing, managing, and sending correspondence.

Error! Reference source not found. Correspondence Requirements below, summarizes the correspondence capabilities the UOC Vendor shall bring to the project.

| TA | TABLE: B.9.5.3.6 – CUSTOMER CORRESPONDENCE REQUIREMENTS | |
|---------|--|--|
| Req ID | Requirement | |
| CCR-001 | The Vendor's UOC correspondence approach shall support the Agency's goal of becoming at least 95% paperless and shall include self-service and modern (paperless) correspondence capabilities. | |
| CCR-002 | The UOC Vendor's Correspondence Solution shall support timely and accurate customer correspondence including, but not limited to, proactive customer communication capabilities. | |
| CCR-003 | The UOC Vendor shall utilize an Agency-approved correspondence process with Agency-approved messaging that includes at a minimum: | |
| | Developing correspondence (system generated and manual); | |
| | Developing and managing up-to-date correspondence templates; | |
| | Sending all direct mailings and electronic correspondence timely, as agreed to by the Agency; | |
| | Automated tracking of correspondence; | |
| | Making correspondence accessible for users to view and download; and | |
| | Integrating with other FX Module Vendors so that notifications generated from an FX Module Vendor's system is routed and tracked through the UOC CRM. | |
| CCR-004 | The UOC Vendor's centralized mail and communications fulfillment center shall be responsible for preparing, managing, and sending correspondence. | |

Electronic Correspondence and Alerts

The Agency's communication channels include the use of electronic mediums for both inbound and outbound correspondence. The Agency receives and sends information through various web portals, emails, or other methods such as text. The UOC Vendor shall be responsible for all inbound and outbound electronic communications. Providers and recipients have a variety of communication options with the Agency including through web-portals or email. The UOC Vendor shall monitor and receive communications through the web-portal, email, text, apps, or other channels deemed appropriate by the Agency. The UOC Vendor shall provide an Agency-approved solution to receive, store, and route electronic communications without manual intervention, printing attachments, and linking content to the appropriate user account. The UOC Vendor shall route and track all communications through the CRM workflow functionality to the

appropriate business unit for a response. The CRM will alert the receiver of new work items and the priority. The UOC Vendor's Solution shall notify providers and recipients through email or a portal alert when new information has been placed in their secure inbox.

The Agency sends providers mass emails or alerts, when needing to communicate with them during emergency management events. The UOC Vendor's Solution shall have the capability to send mass email, alerts, or texts. The UOC Vendor's Solution shall interface via text with other Agency systems. (e.g., Emergency Management System, Recipient Enrollment, Provider). The UOC Vendor shall provide an application (i.e., app) that will interface with the FX Provider Services Module or the recipient portal to allow users to update their information, make plan selections, receive, or send messages, or conduct other business as defined by the Agency. The UOC Vendor shall ensure that all web content is mobile phone friendly and converted to a mobile format.

Table: B.9.5.3.7 – Electronic Correspondence and Alerts Business Requirements below summarizes the Electronic Correspondence and Alerts requirements for the UOC Vendor.

| TABLE: | TABLE: B.9.5.3.7 – ELECTRONIC CORRESPONDENCE AND ALERTS BUSINESS REQUIREMENTS | |
|---------|--|--|
| Req ID | Requirement | |
| COR-001 | The UOC Vendor shall be responsible for all inbound and outbound electronic communications. | |
| COR-002 | The UOC Vendor shall monitor and receive communications through the web- portal, email, text, apps, or other channels deemed appropriate by the Agency. | |
| COR-003 | The UOC Vendor's Solution shall receive, store, and route electronic communications without manual intervention, printing attachments, and linking content to the appropriate user account. | |
| COR-004 | The UOC Vendor shall route and track all communications through the CRM workflow functionality to the appropriate business unit for a response. | |
| COR-005 | The UOC Vendor's Solution shall notify providers and recipients through email or a portal alert when new information has been placed in their secure inbox. | |
| COR-006 | The UOC Vendor's Solution shall have the capability to send mass emails, alerts, or texts including personalized with specific information for individual providers or recipients, as defined by the Agency. | |
| COR-007 | The UOC Vendor's Solution shall have the capability to report on the status of sent emails, alerts, and texts (e.g., opened and read, bounced as non-deliverable, links clicked, etc.), as defined by the Agency. | |
| COR-008 | The UOC Vendor's Solution shall interface via text with other Agency systems. (e.g., Emergency Management System, Recipient Enrollment, Provider Management). | |
| COR-009 | The UOC Vendor's Solution shall include capability to allow users to connect to external systems to update their information, make plan selections, receive, or send messages, or conduct other business as defined by the Agency. | |
| COR-010 | The UOC Vendor shall ensure that all web content is mobile phone friendly and converted to a mobile format. | |

9.5.4 Pharmacy Benefits Management (PBM) Support

The PBM Vendor provides prescription drug adjudication, prior authorization, and clinical support services for the FFS Medicaid population. Managed care health plans contracted with the Agency provide prescription drug services through SMMC, processes pharmacy claims and submit encounter data directly, or through their own PBM Vendor, to the Agency.

The UOC Vendor shall provide Tier 1 general support via multiple channels regarding pharmacy benefits as specified by the Agency (e.g., who should they call, covered drugs, complaint intake, etc.). This includes efficiently routing calls to the appropriate team (e.g., Agency, Health Plan, PBM Ombudsman, etc.) for additional support. All inquiries will be tracked in the UOC Vendor's CRM system.

The UOC Vendor shall provide printing and mailing services for pharmacy prior authorization approval and denial notices upon notification from the PBM Vendor. Providers submit required prior authorization requests directly to the PBM Vendor. The PBM Vendor shall automatically notify the UOC Vendor when a prior authorization determination is made, and the UOC Vendor shall print and mail Agency approved decision letters to providers and recipients as applicable.

Providers or recipients that have pharmacy benefits complaints, submit complaints to the Agency multiple ways and including to the UOC. The UOC Vendor shall utilize the CRM Solution to capture complaint information and to route the complaint to the appropriate Agency business unit or PBM Vendor for resolution. The UOC Vendor shall communicate to the provider or recipient the result of the review through various communication channels (e.g., mail, email, text, webportal, etc.), as defined by the Agency.

Table: B.9.5.4 – Pharmacy Benefit Management Business Requirements below summarizes the Pharmacy Benefits Management requirements for the UOC Vendor.

| TABLE: B. | TABLE: B.9.5.4 – PHARMACY BENEFITS MANAGEMENT BUSINESS REQUIREMENTS | |
|-----------|---|--|
| Req ID | Requirement | |
| PBM-001 | The UOC Vendor's Solution shall support the real-time transfer of customers (e.g., providers, recipients, pharmacies) through an IVR prompt or by UOC agent to the PBM Vendor for assistance. | |
| PBM-002 | The UOC Vendor shall provide Tier 1 general support to callers regarding pharmacy benefits (e.g., who should they call, covered drugs, complaint intake, etc.). | |
| PBM-003 | If a fee-for-service (FFS) recipient is experiencing issues with their pharmacy benefits, the UOC Vendor shall route the caller to the PBM Ombudsman. | |
| PBM-004 | The UOC Vendor shall transfer SMMC recipients to their enrolled health plan for assistance and record the contact in the CRM. | |
| PBM-005 | The UOC Vendor shall print and mail approval and denial notices upon workflow notification from the PBM. This may also include other types of mailings. | |
| PBM-006 | The UOC Vendor shall capture complaints (e.g., complainant's name, demographic and contact information, description of complaint, etc.) in the UOC Vendor's CRM Solution and route the workflow item to the appropriate Agency business unit for review and resolution. | |

| TABLE: B.9.5.4 – PHARMACY BENEFITS MANAGEMENT BUSINESS REQUIREMENTS | |
|---|---|
| Req ID | Requirement |
| PBM-007 | The UOC Vendor shall communicate PBM information to the provider or recipient through various communication channels (mail, email, text, web-portal, etc.), as defined by the Agency. |

10 OPERATIONS AND MAINTENANCE

10.1 OPERATION AND MAINTENANCE PHASE REQUIREMENTS

To deliver all UOC business and IT services in a consistent manner, the Agency requires its FX Vendors to integrate with, and conform to, its current standard processes, protocols, templates, and tools. The UOC Vendor shall perform management, administrative and supporting services that apply to the delivery of all UOC Business, IT, and Facilities Services as specified in the Contract.

The Operations and Maintenance Phase shall commence upon completion of the first implementation release (aligned with Stage 1), and the Agency's written acceptance of the UOC Solution during the DDI Phase (ends with Go-Live) and extend throughout the term of the Contract. Upon the Stage1 Go-Live of the UOC Solution and continuing through all Go-Lives, the UOC Vendor shall maintain the day-to-day functions of the UOC Solution and support the UOC technical and business operations. The UOC Vendor shall ensure the UOC Solution and Services remain fully functional and perform optimally per the requirements of the Contract and at or above the service levels described in Exhibit B-2: Operations and Maintenance Service Level Agreement and Exhibit B-2a: Operations and Maintenance Service Level Metrics (SLM).

Table: B.10.1 – Operations and Maintenance Phase Requirements below, summarizes the UOC Vendor's minimum Operations and Maintenance requirements for the UOC Solution.

| TABLE: B.10.1 – OPERATIONS AND MAINTENANCE PHASE REQUIREMENTS | |
|---|---|
| Req ID | Requirement |
| OM-001 | The UOC Vendor shall provide Operations and Maintenance support of the UOC Solution as specified in the Contract. The UOC Vendor shall provide the following minimum UOC Solution Maintenance Services: Making configuration updates as requested by the Agency, including changes to table values, parameters, codes, and business logic, including hardcoded business logic; Correcting deficiencies (defects) found in the UOC Solution based on detailed requirements described in the Contract and published within the Agency-approved design specifications and/or completed enhancement, configuration, or maintenance requests; Conducting research requested by the Agency or required to support the Agency, including but not limited to: |

| TABLE | TABLE: B.10.1 – OPERATIONS AND MAINTENANCE PHASE REQUIREMENTS | |
|--------|---|--|
| Req ID | Requirement | |
| | a. System behavior and results; | |
| | b. New healthcare initiatives; | |
| | c. Best practices research across states and industry; | |
| | d. Impacts of new state and federal legislation; | |
| | e. Performing mass adjustments or mass changes as requested by the Agency or required to support the state's healthcare programs; and | |
| | f. Performing regular maintenance as needed or requested by the Agency to support the state's healthcare programs, including but not limited to: | |
| | Performance optimization; | |
| | Database management; | |
| | Software, hardware, and tools (e.g., patches, upgrades, and replacement); and | |
| | Interface, report, and correspondence changes. | |
| | 4. Making corrections or changes at the direction of the Agency to maintain the integrity of the system or the data within it (e.g., backing out changes, correcting duplicate records, cleansing corrupt data, adding security measures, adding redundancy); | |
| | 5. Using appropriate testing, configuration, and change control procedures; | |
| | 6. Updating system, user, and training documentation and online help to reflect changes that have been made to the solution; and | |
| | 7. Performing the activities above to maintain customizations implemented as part of an approved enhancement. | |
| OM-002 | The UOC Vendor shall follow and perform project management and system development processes throughout the term of the Contract as specified in the Agency-approved PD-1 Project Management Plan deliverable. | |
| OM-003 | The UOC Vendor shall provide an Agency-approved notification mechanism whereby all entities identified by the Agency shall be notified of system down time and restored availability for scheduled maintenance or unscheduled outages. Such notification shall be made by the Vendor within 72 hours for scheduled and within 30 minutes for unscheduled down time. | |
| OM-004 | The UOC Vendor shall notify the Agency and other designated stakeholders in advance of scheduled UOC Solution maintenance or system outages in accordance with the T-7: Design and Implementation Management Standards , Attachment E - FX Change Control Plan. | |
| OM-005 | The UOC Vendor shall monitor the UOC Solution for any security breach and shall place security controls on the solution as defined in the Agency-approved PD-4 System Security Plan deliverable. | |

| TABLE: B.10.1 – OPERATIONS AND MAINTENANCE PHASE REQUIREMENTS | |
|---|--|
| Req ID | Requirement |
| OM-006 | The UOC Vendor shall produce, maintain, and update an inventory of all UOC Solution-related configuration items, including but not limited to: product type; licensing info; versions; maintenance information; patch fixes; upgrades; and releases. The UOC Vendor shall provide this inventory within five (5) business days from the Agency request unless otherwise agreed to by the Agency. |
| OM-007 | The UOC Vendor shall maintain and update a UOC Solution reference material (e.g., manuals, help screens, design specification, system and operations documentation) repository and shall notify the Agency, in an agreed upon timeframe, of any and all updates to reference materials. The format of all materials stored in the repository must be preapproved by the Agency. |
| OM-008 | The UOC Vendor shall store all documentation pertaining to the design, development, implementation, operations, and maintenance of the UOC Solution on a designated server, SharePoint site, or similar document repository as specified by the Agency. |
| OM-009 | The UOC Vendor shall provide the Agency designated resources 24x7 access to all UOC Solution documentation and reference materials as specified by the Agency. |
| OM-010 | The UOC Vendor shall cooperate with and assist the Agency in responding to any and all law enforcement, federal, state, and Agency audit or review requests. The UOC Vendor-provided support shall include but not be limited to random sample generation, data extracts, hard-copy documents, and any requested data or information within the timeframe provided by the Agency. |
| OM-011 | As part of the Agency-approved PD-14 Operations and Maintenance Manual deliverable, the UOC Vendor shall develop and obtain Agency approval of a System Operational Procedures Manual that contains, at a minimum, policies, processes, and workflows related to the FX and Supporting Services and general requirements for compliance with privacy and security. |
| OM-012 | The UOC Vendor shall, in coordination with the Agency, develop and implement processes and procedures whereby all data contained within the UOC Solution is accurately and securely archived in a timely manner, and that all federal, state, and Agency laws and policies are followed. |
| OM-013 | The UOC Vendor shall develop and submit a Resource Management Plan for the Operations Phase as outlined in Exhibit B-1 Deliverables and Performance Measures. |
| OM-014 | During the first ninety (90) Calendar Days following Go-Live of each release, the UOC Vendor shall demonstrate the stability of the UOC Solution and retain its Project Manager and other pre-Go-Live resources as needed to stabilize the UOC Solution architecture, if needed. |
| OM-015 | The UOC Vendor shall provide help desk services to Agency designated staff related to the functionality of the UOC Solution platform as outlined in Attachment B, Section B.9.2.3.6. Technical Support Services. |

| TABLE | TABLE: B.10.1 – OPERATIONS AND MAINTENANCE PHASE REQUIREMENTS | |
|--------|---|--|
| Req ID | Requirement | |
| OM-016 | The UOC Vendor shall provide and maintain PD-14 Operations and Maintenance Manual deliverable for the Agency's approval that describes post-implementation processes for areas such as: 1. Architecture/hosting operations; 2. Monitoring daily operations performance; 3. Performing routine maintenance; 4. Maintaining user documentation; 5. Online help approach and documentation, as appropriate; 6. Configuration and change management; 7. Approach to enhancements and other new requirements; 8. Maintaining system documentation; 9. Maintaining training documentation; 10. Archiving requirements; 11. Tasks, timelines, and responsible parties for design and configure/build tasks; 12. Reporting status against relevant Service Level Agreements (SLAs); and 13. Schedule of major and minor releases. The UOC Vendor shall submit all revisions of the Operations and Maintenance Manual to the Agency for prior approval. | |
| OM-017 | The UOC Vendor shall support the Disaster Recovery and Business Continuity activities outlined in Attachment B, Section B.8.3. Disaster Recovery and Business Continuity that will provide timely failover and create relevant documented policies and procedures to implement a recovery. | |
| OM-018 | The UOC Vendor shall test and implement all production ready patches, upgrades, and releases for all software, firmware, and operating systems in a timely manner, in coordination with the Agency. | |

10.2 ONGOING TRAINING REQUIREMENTS

The UOC Vendor shall conduct ongoing training activities outlined in **Attachment B, Exhibit B-1**, **PD-13a Training Approach and Plan** for UOC team members and follow the training requirements in **Attachment B, Scope of Services, Section B.7.3 – Training.**

10.3 WARRANTY REQUIREMENTS

Table: B.10.3 – Warranty Requirements below, summarizes the services to be provided by the UOC Vendor during the Warranty Period following Go-Live of the UOC Solution.

| | TABLE: B.10.3 – WARRANTY REQUIREMENTS | |
|--------|---|--|
| Req ID | Requirement | |
| WR-001 | During the first twelve (12) months following the implementation of a UOC Solution Stage release, or Go-Live, the UOC Vendor shall provide a Warranty Period, in which any component failure of the UOC Solution that requires new or modified source code, configuration changes, or any other system change shall be corrected by the UOC Vendor at no additional cost to the Agency. | |
| WR-002 | The UOC Vendor shall warrant the UOC Solution meets the CMS certification requirements, as specified in Attachment B, Scope of Services, Section B.6 – CMS Certification Life Cycle, the Agency-approved design and development documents, and the system documentation for twelve (12) months from the first day of UOC Solution Go-Live. During the Warranty Period, the UOC Vendor agrees to remedy any technical design, configuration, or code defects of functionality developed under the Contract for the UOC Solution, at no additional cost to the Agency. | |
| WR-003 | At the end of the Warranty Period, the UOC Vendor shall submit a Warranty Completion Report (PD-17) as explained Attachment B, Exhibit B-1, Deliverables and Performance Standards. | |
| WR-004 | The warranty support provided by the UOC Vendor shall include, but may not be limited to, testing to isolate problems, problem correction for all severity level issues as defined in Attachment B , Exhibit B-2: Operations and Maintenance Service Level Agreement , integrated testing of any warranty repair to verify it is complete and appropriate, and regression testing to avoid other problems created by the warranty repair. | |
| WR-005 | The UOC Vendor shall coordinate, install, and test repaired UOC Solution system components with the Agency. For, critical problems, which prevent complete operations of the solution the vendor shall provide a workaround for the problem with prior Agency approval. | |
| WR-006 | The UOC Vendor shall provide the Agency the full standard warranty available for any COTS software required for the UOC Solution and purchased through or provided by the UOC Vendor. The UOC Vendor, if other than the Original Software Licensor, shall be responsible for paying any original software Licensor maintenance costs sufficient to verify the Agency is properly licensed to use the COTS software for the purpose intended by the Contract and the project functionality for which it was purchased. | |
| WR-007 | The UOC Vendor shall update and obtain Agency approval for all system documentation for repaired components. | |

10.4 DISPOSITION REQUIREMENTS

Table B.10.4 – Disposition Phase Requirements summarizes the UOC Vendor's requirements to decommission the UOC Vendor's Solution software, hardware, and licenses or business services.

| TABLE: B.10.4 – DISPOSITION PHASE REQUIREMENTS | | |
|--|---|--|
| Req ID | eq ID Requirement | |
| DP-001 | The UOC Vendor may, if directed by the Agency, support the Agency in providing or contracting to provide disposition activities of any systems, equipment or software decommissioned during the Contract. | |
| DP-002 | The UOC Vendor shall provide materials to support subsequent disposition of UOC Solution components. | |

11 REPORTING

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

The UOC Vendor shall develop reports, using formats approved in advance by the Agency, complying with the requirements established by the Agency.

| TABLE: B.11 – REPORTING REQUIREMENTS | |
|--------------------------------------|--|
| Req ID | Requirement |
| RPT-001 | The UOC Vendor shall provide a reporting solution that meets multiple business needs defined by the Agency. The reporting solution shall comply with all federal and state reporting requirements and the reporting requirements specified in the Contract. |
| RPT-002 | The UOC Vendor shall implement a web-based reporting solution (reports and tools) that includes: |
| | Performance Reporting Dashboard and Reports; |
| | Pre-defined Operational Reports (as defined by the Agency); |
| | Ad hoc queries and/or reports; and |
| | Other reports as directed by the Agency. |
| | The reporting solution shall be made available to the designated staff of the Agency. |
| RPT-003 | The UOC Vendor Performance Reporting Dashboard shall provide on-demand service level metrics as defined in Attachment B, Exhibit B-2a: Operations and Maintenance Service Level Metrics to measure performance and Agency defined exportable reports. |
| RPT-004 | The UOC Vendor reporting solution shall have the ability to meet all Agency and federal reporting guidelines, requirements, and periodicity. Any new CMS reporting requirements must be accommodated at no additional cost to Agency. |
| RPT-005 | Report formats shall be finalized and approved by the Agency no later than |

| | thirty (30) calendar days after execution of the Contract, unless otherwise agreed to by the Agency. |
|---------|--|
| RPT-006 | The UOC Vendor shall provide ad hoc queries / reports on an as needed basis at no additional cost to the Agency. Ad hoc reports may be requested on any aspect of the data collected by the UOC Vendor with no restrictions. |
| | Ad hoc reports shall be submitted to the Agency within fourteen (14) calendar days from the time of the request, unless the Agency directs the UOC Vendor to provide the data or information in less than fourteen (14) calendar days. |
| RPT-007 | The UOC Vendor shall submit weekly reports, as defined by the Agency, including, at a minimum: |
| | Weekly UOC Project Status Report and FX Program Dashboard (following the P-2: FX Project Management Standards); |
| | 2. Contact Center Activity Report to include Agency specified data; |
| | 3. Recipient Enrollment Activity Report; and |
| | Mail and Communications Fulfillment Processing Report. |
| RPT-008 | Weekly reports shall be submitted by 5:00 p.m. ET on each Monday for the preceding week. |
| RPT-009 | If the Agency requests any revisions to a report already submitted, the Vendor shall make the changes and re-submit the report within the timeframe specified by the Agency. |
| RPT-010 | The UOC Vendor shall submit monthly reports including, at a minimum: |
| | Monthly UOC Project Status Report (following the P-2: FX Project Management Standards); |
| | Monthly Vendor Staffing Report to include its organizational 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); |
| | Monthly Executive Level Dashboard Operational Report as defined by the Agency including, but not limited to, work performed the previous month, Services status (red/yellow/green) and categories agreed by the Agency; |
| | Monthly Performance Report that provides a means to measure performance and quality levels as defined in Attachment B, Exhibit B-2: Operations and Maintenance Service Level Agreement and Attachment B, Exhibit B-2a: Operations and Maintenance Service Level Metrics; and |
| | 5. Monthly Medicaid Enrollment Card Production Report including but not limited to, number of card requests, produced, distributed, returned cards received, deactivated, and destroyed. Report should include the recipient linked to each card activity and the date of the activity, as defined by the Agency. |
| RPT-011 | Monthly reports shall be due on the 5 th calendar day of each month following the reporting month. If the 5 th calendar day falls on a non-working day, then the report is due the business day prior. |

| RPT-012 | The UOC Vendor Reporting Solution shall provide on-demand operational an | |
|---------|--|--|
| | management quality metrics and reports as defined by the Agency. | |

12 STAFFING

The UOC Vendor shall provide a baseline staffing solution that adequately supports Vendor-related responsibilities within the requirements of the mutually agreed-upon Service Level Agreement (SLA). This includes, but is not limited to, providing sufficient baseline staff to support customer contacts (e.g., calls, emails, text, chat, secure message), escalations and ticket resolutions to meet the requirements of the SLA. In addition, the UOC Vendor agrees to increase staffing levels when needed to support peak volumes to meet the requirements of the SLA and allow for decrease of resources as needed based on volume reductions.

The UOC Vendor shall develop a Resource Management Plan and Staffing Model, as part of deliverable **PD-1 Project Management Plan**, to include the following minimum information:

- 1. Approach to acquiring and maintaining a sufficient number of appropriately qualified staff to meet the requirements of the Contract, including any planned fluctuations in staffing levels due to anticipated peak volumes, volume reductions, and to respond to additional activities such as onboarding of new FX modules;
- 2. Identification of Key Staff, titles roles, responsibilities and corresponding work location(s);
- 3. How the UOC Vendor's staff shall be integrated into the appropriate activities of the UOC Project;
- 4. Approach to managing and retaining Key Staff and other staff; and
- 5. Approach to onboarding and off-boarding of all staff.

Table: B.12 – UOC General Staffing Requirements below, summarizes the UOC Vendor's Staffing Requirements.

| | TABLE: B.12 – UOC GENERAL STAFFING REQUIREMENTS | |
|---------|--|--|
| Req ID | Requirement | |
| STF-001 | The UOC Vendor shall conduct all aspects of the Contract in a timely, efficient, productive, consistent, courteous, and professional manner as representatives of the Agency. | |
| STF-002 | The UOC Vendor shall recruit highly qualified staff to provide all aspects of the services required by the Contract. | |
| STF-003 | The UOC Vendor shall maintain copies of qualifications, including current licenses and board certifications if applicable, for staff and subcontracted personnel in a centralized administrative file accessible to the Agency Contract Manager within twenty-four (24) hours. | |
| STF-004 | All persons assigned to the performance of the Contract shall be employees of the UOC Vendor (or specified subcontractor) and shall be fully qualified to perform the services required in the Contract. | |
| STF-005 | The UOC Vendor shall meet at least twice monthly or at the request of the Agency to discuss the status of the Contract, UOC Vendor performance, benefits to the Agency, necessary revisions, reviews, reports, and planning. | |

| | TABLE: B.12 – UOC GENERAL STAFFING REQUIREMENTS | |
|---------|---|--|
| Req ID | Requirement | |
| STF-006 | The UOC 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 any of the key positions become vacant, the UOC Vendor shall notify the Agency immediately and provide a replacement plan 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 UOC Vendor in accordance with the rate card and/or task order in place and should be mutually agreed to by the Agency and the UOC Vendor. | |
| STF-007 | The UOC Vendor shall have staff available during normal business hours. Normal business hours are defined as 8:00 a.m. to 6:00 p.m., ET, Monday through Friday, excluding State of Florida observed holidays, unless otherwise stated in the contract. | |
| STF-008 | The UOC Vendor shall demonstrate evidence (at the participant level) of training completion and ensure that all staff have completed Agency required compliance training within 30 days of hire. | |

13 FACILITIES AND SERVICE LOCATION(S)

The UOC Vendor shall provide one or more Agency-approved facility in Florida at which specific Contracted UOC Vendor services will be provided.

Table B.13 – **Facilities Business Requirements** below summarizes the Agency's minimum requirements for the UOC Vendor's facility(ies):

| | TABLE B.13. – FACILITIES BUSINESS REQUIREMENTS | |
|---------|---|--|
| Req ID | Requirement | |
| FAC-001 | All key UOC Vendor staff shall work full-time at the UOC Vendor's facility(ies), unless otherwise approved by the Agency. | |
| FAC-002 | All contracted mail room staff and mail room services must be provided by the UOC Vendor on-site at an Agency-approved facility in Florida, unless otherwise approved by the Agency. The UOC Vendor may allow some or all systems development and Operations and Maintenance staff to work on-site at the Agency-approved facility(ies) or from an alternative site in Florida, with prior approval from the Agency. | |
| FAC-003 | All of the UOC Vendor's facility locations shall be fully and solely dedicated to UOC Vendor Services. | |
| FAC-004 | The UOC Vendor's facility(ies) shall include adequate meeting room facilities to accommodate its Key Staff and up to five (5) Agency staff for on-site meetings. On-site meetings may include members from other FX vendors or other stakeholders. The meeting room shall have computer connectivity and equipment for displaying shared meeting content as needed, and a speakerphone for multiple remote staff to attend meetings by telephone. | |

| | TABLE B.13. – FACILITIES BUSINESS REQUIREMENTS | |
|---------|---|--|
| Req ID | Requirement | |
| FAC-005 | The UOC Vendor's facility(ies) shall include adequate physical storage for all paper documents to comply with the state's public records laws, in accordance with Section 119.0701, F.S., and as required under the Contract. | |
| FAC-006 | All UOC Vendor provided facilities shall meet all security requirements detailed in Attachment B, Section B.8.7 - Security. | |
| FAC-007 | The UOC Vendor's facility(ies) shall support the Agency's current cloud telephony services, or as otherwise agreed to by the Parties. | |
| FAC-008 | The UOC Vendor shall obtain Agency approval of all subcontractor locations before beginning any Contracted services at that location. | |
| FAC-009 | Any additional purchase of supplies, equipment, services, etc. by the UOC Vendor or subcontractor needed to perform Contracted services shall be made at no additional cost to the Agency. | |
| FAC-010 | Backup, disaster recovery, and contingency facilities will be at sites specified in the UOC Vendor's Business Continuity and Disaster Recovery Plan submitted to the Agency during the Initiation Phase as described in Attachment B , Section B.8.3 – Disaster Recovery and Business Continuity . | |
| FAC-011 | Before commencing any future Contracted service at a location other than an Agency-approved facility, the UOC Vendor shall obtain additional Agency approval of the specific location (city, state, country), the type of work to be performed at the facility, resources that will perform the services on-site and the percent of the total hours for that type of work to be performed at that location. | |
| FAC-012 | All UOC Vendor staff, including its Key Staff, on-site facility staff, and staff providing Contracted services remotely or outside of the Agency-approved Florida facility(ies) must have the ability to report in person to the Agency's primary location at 2727 Mahan Drive, Tallahassee, Florida 32308 within twenty-four (24) hours of request by the Agency, unless a longer time is otherwise agreed to by the Agency. The twenty-four (24) hour reporting request will not be unreasonable and will be made based on the Agency's need for the Vendor's staff to perform functions necessary to support the Contract services, or address other urgent matters as deemed necessary by the Agency. | |

14 VENDOR TURNOVER

At the time of the Contract's completion, the Vendor shall cooperate with the Agency in transitioning responsibilities of the Contract to the Agency or to another vendor.

The Vendor Turnover requirements, including tasks to fulfill the agreed-upon turnover and project close out requirements, are described in **Table B.14 – Turnover Business Requirements** below:

| TABLE B.14 – TURNOVER BUSINESS REQUIREMENTS | |
|---|-------------|
| Req ID | Requirement |

| TBR - 001 | The UOC Vendor shall design, develop, and document an Agency approved PD-19: Vendor Turnover Plan to transition services to a new Vendor or other designated entity at the end of the Contract. |
|-----------|---|
| TBR - 002 | The UOC Vendor shall cooperate with the Agency, six (6) months prior to Contract completion, in transitioning responsibilities of the Contract to the Agency or another Vendor as specified in the Agency-approved PD-19 Vendor Turnover Plan . During turnover, the UOC Vendor must make efforts to minimize any adverse impact on the Agency and UOC customers from the transfer of services and must continue to adhere to Service Level Metrics defined in Attachment B , Exhibit B-2a : Operations and Maintenance Service Level Metrics (SLMs). |
| TBR - 003 | The UOC Vendor shall develop and maintain a turnover Project Schedule, to include activities, milestones, and deliverables, subject to Agency approval. |
| TBR - 004 | The UOC Vendor shall perform a documentation inventory analysis and build a migration plan to populate all documentation in an Agency identified and hosted repository for any applicable documentation not stored on an Agency-hosted repository at the time of turnover. The Agency currently uses Microsoft SharePoint Online as its documentation repository. |
| TBR - 005 | The UOC Vendor shall maintain required staffing throughout the Contract term, in accordance with Contract requirements. |
| TBR - 006 | The UOC Vendor shall document skill sets and training needs for transitioning resources. |
| TBR - 007 | The UOC Vendor shall provide off-boarding and onboarding of transitioning resources. The UOC Vendor shall perform process shadowing to accelerate knowledge transfer according to the turnover schedule. |
| TBR - 008 | The UOC Vendor shall provide training for Agency staff or its designated agent detailing the operations of the UOC Solution(s). |
| TBR - 009 | The UOC Vendor shall meet with the Agency's designated representative(s) or the successor vendor, prior to the ending or termination of the Contract as per the Agency approved PD-19: Vendor Turnover Plan , to develop a HIPAA compliant, written agreement which sets forth how the entities shall cooperate to support a smooth transition. The agreement shall be approved by the Agency prior to execution and shall include at a minimum the following: |
| | Designated point of contact for each entity; |
| | A calendar of regularly scheduled meetings; |
| | 3. A detailed list of data, which shall be shared; |
| | A secure mechanism and timeframe for transmitting records and data from the UOC Vendor's system; |
| | A mechanism and timeframe for transmitting documents produced under the Contract, as requested by the Agency; |
| | A clear description of the mutual needs and expectations of both Parties; and |
| | |

| | 7. Identification of risks and barriers associated with the transition of services to a successor vendor and solutions for overcoming them. |
|-----------|--|
| TBR - 010 | The UOC 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 after the expiration or termination of the Contract. This obligation survives termination of the Contract. |
| TBR - 011 | The UOC Vendor's Transition Services Solution shall include the ability to: |
| | Provide the Agency and Agency authorized vendors with on-demand access to all solution components, including source, configuration, executables, models, artifacts, processes, and solution data; |
| | Transition to alternative hosting, infrastructure, and service providers within an agreed upon timeframe; |
| | Use UOC Vendor, contracted, or subcontracted services and assets, and multiple solution providers; |
| | Operate in parallel during transition to an alternate solution for an agreed upon timeframe; |
| | 5. Continue operation at an equivalent cost of service; and |
| | Provide timely and accurate transition materials including documentation and training. |
| TBR - 012 | The UOC Vendor shall provide six (6) months post turnover support, as defined in PD-19 Vendor Turnover Plan , needed by the Agency at no additional cost. |
| TBR - 013 | The UOC Vendor shall correct, at no additional cost to the Agency, any issues that existed in the system prior to turnover or were caused by the lack of support, by the incumbent Vendor, as may be determined by the Agency. |
| TBR - 014 | The UOC Vendor shall dedicate additional resources to plan and support Turnover activities and submit a staffing plan to the Agency with the PD-19 Vendor Turnover Plan. The UOC Vendor shall supply an estimate of the number, type, and salary of personnel to operate the equipment and other functions of the UOC Vendor's system(s). The UOC Vendor shall not reduce staff levels during the Turnover period without prior approval by the Agency. The estimate shall be separated by type of activity of the personnel. |
| | The UOC Vendor shall provide a statement that includes all resource requirements based on the UOC Vendor's experience and must include the actual Vendor resources devoted to all operations of the UOC. The UOC Vendor shall provide a detailed organizational chart depicting the UOC Vendor's total operation. |
| | With Agency approval, the UOC Vendor shall use operational staff during the transition as long as the use of this staff does not hinder the continuity of services. |
| TBR- 015 | The UOC Vendor shall cooperate with the successor Vendor while providing all required turnover services. This will include meeting with the successor Vendor and devising work schedules that are agreeable for both the Agency and the successor Vendor. |

15 ADDITIONAL INNOVATION OPPORTUNITIES

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

SECTION C. PAYMENT PROVISIONS

The Contract is a fixed and variable price contract. The Agency will pay the UOC Vendor, in arrears, upon the completion and Agency acceptance of deliverables in accordance with Attachment B, Exhibit B-1, Section 1.b. In addition, the UOC Vendor shall invoice the Agency for monthly Operations and Maintenance cost as laid out in Section 2.5.1 below for monthly fixed and variable pricing as appropriate.

1 METHOD OF PAYMENT

1.1 FIXED PRICE STAGED DELIVERABLES

1.1.1 Solution

For costs related to the development of the UOC Platform Solution, the UOC Vendor shall be paid based on the staged submission of fixed price deliverables presented in **Attachment B**, **Exhibit B-1 - Deliverables and Performance Standards Section 2**, **List of Payment Deliverables**. For deliverables PD-1 through PD-18, space has been provided in the **Attachment A**, **Exhibit A.5.a**, **Detailed Budget** to share the costs associated with an initial deliverable submission for Stages 1 and 2 of the UOC implementation, along with separate deliverable update/revision costs associated with the subsequent Stage 3 and Stage 4 UOC implementations. Although this space is provided to update/validate the deliverables in the subsequent stages, vendors should strive to make each deliverable as complete as possible for the full implementation in the first submission. **PD-19 Turnover Plan** will only be submitted once, 12 months prior to the contract end.

With the exception of Deliverables PD-1 and PD-2, payment for Deliverables will be authorized upon acceptance of the final product. Payment will be authorized for the initial submission of Deliverables PD-1 and PD-2 upon acceptance of the baseline and final plan. Cost presented should be all inclusive, and the UOC Vendor shall provide estimated hours and hourly costs for all resources supporting the deliverable.

For the deliverable titled **PD-6: Bill of Materials**, costs shall be presented for the effort to conduct the work at a fixed price and for the actual Bill of Materials. The Agency will determine whether the items on the Bill of Materials will be purchased as a cost reimbursement to the Agency and paid as a cost reimbursement to the UOC Vendor, or whether the items will be purchased directly by the Agency. Actual expenditures for specified items made on the Agency's behalf will be reimbursed without profit or overhead for the term of the Contract.

The cost sum of the deliverables under the category of Project Planning Deliverables (PD-1, PD-2, PD-3 and PD-4) cannot exceed more than fifteen percent (15%) of the cost of the Total Fixed Price Deliverables as shown in **Attachment A, Instructions and Special Conditions, Exhibit A-5-a, Detailed Budget**.

For all Project Deliverables, except **PD-19: Vendor Turnover Plan**, the Agency will pay the UOC Vendor upon the completion and acceptance of deliverables in accordance with the deliverable schedule specified in the Contract. Upon receipt and Agency approval of each deliverable, the UOC Vendor shall be paid ninety five percent (95%) of the total amount due for the deliverable. The Agency will pay the UOC Vendor the remaining five percent (5%) for all satisfactorily completed deliverables upon completion of the warranty term.

1.1.2 Services

For service costs related to the implementation of required UOC components, the UOC Vendor shall be paid based on the deliverables presented in **Attachment B**, **Exhibit B-1 - Deliverables** and **Performance Standards**, **Section 2**, **List of Payment Deliverables**. Cost presented should be all inclusive, and the UOC Vendor shall provide estimated hours and hourly costs for all resources supporting the deliverable.

1.2 FIXED PRICE DELIVERABLES BASED ON COMPLEXITY

Section 7.1 the High-Level Implementation Plan includes a brief summary of a possible future UOC implementation Stage 5. Stage 5 is targeted to begin in late 2023 or early 2024 but pieces of functionality could begin sooner. Additional business modules are being contemplated for inclusion in this stage including Plan Management, Third Party Liability, Enterprise Case Management, and Contractor Management. These modules may require support or collaboration with the UOC.

Given the uncertainty around the scope and implementation dates for Stage 5, it will be negotiated with the UOC Vendor in the future utilizing Task Orders (TO). As part of the A-5-a Detailed Budget Vendors, the UOC Vendor should provide estimated detailed cost information for the future modules and business areas based on their potential complexity of implementation (Simple, Medium, or Complex). Costs shall include roles, hourly rates by role, hours by role, and total cost by role. Simple TOs shall be implemented within thirty (30) business days of approval to begin construction, TOs of Medium complexity shall be implemented within ninety (90) business days of approval to begin construction, and Complex TOs shall be implemented within one-hundred eighty (180) business days of approval to begin construction.

1.3 MONTHLY FIXED AND VARIABLE PRICE COSTS FOR OPERATIONS AND MAINTENANCE (O&M)

The UOC Vendor shall provide their monthly fixed price cost for ongoing Operations and Maintenance of the UOC Solution as outlined in the requirements in **Attachment B, Scope of Services, Section B.10 – Operations and Maintenance**.

The UOC Vendor should establish a monthly Fixed Fee for OUC services for each operations stage corresponding to the stages defined in the **Attachment B, Section 12.1, High-Level Implementation Plan.** As additional business processes are implemented in the UOC for each Stage, the monthly O&M Fixed Fee will increase accordingly.

The required resources to operate the UOC will vary based on the size of the populations it serves. Therefore, the monthly Fixed Fee for UOC services shall be subject to adjustment based on variable changes in the populations served by the UOC (the Florida Medicaid recipient population level, the active enrolled Medicaid provider population level excluding out-of-state and group providers, and the Florida licensed facility provider population level). Vendors should consult historical variations in these three populations that will be served by the UOC and build this analysis into your pricing assumptions based on the anticipated service needs (contact center touchpoints, business processes, or mail activity) required by each population.

A table is included in the A-5-a, Detailed Budget to provide detail related to monthly Additional and Reduced Resource Charges to account for variation in these provider and recipient population levels. The base Florida Medicaid recipient population level, the Florida Medicaid Active Enrolled provider population level (excluding out-of-state and group providers), and the Florida Provider Facility Licensure population level are provided and correspond with the levels from **May 2021**. When a deviation of +/- 5% is met for the Medicaid recipient population or the Florida Medicaid Active Enrolled provider (excluding out-of-state and group providers) population

levels that will trigger either Additional or Reduced Resource Charges. When a deviation of +/-7% is met for the Provider Facility Licensure population that will trigger either Additional or Reduced Resource Charges. If the population deviation meets twice the indicated level (+/- 10% for the Medicaid recipient population and the Florida Medicaid Active Enrolled provider population, or +/- 14% for the Provider Facility Licensure population) that will result in twice the Additional or Reduced Resource Charges, etc. Additional and Reduced Resource Charges tables should be completed for each UOC operational stage to indicate how monthly fees should be increased or reduced based on the indicated increases or decreases in these populations. If the population deviation for either the Medicaid recipient population, the Florida Medicaid Active Enrolled provider population, or the provider population ever reaches three times the indicated base population level for three months in a six-month period, this will trigger mutual negotiations between the Agency and the UOC Vendor to identify new base population levels and the associated monthly Fixed Fee for Unified Operations Center services.

For Stage 2 only, the Florida Medicaid Active Enrolled provider population and the Florida Provider Facility Licensure population levels are relevant for calculating resource charge adjustments. All populations are relevant for calculating resource charge adjustments for Stages 3 and 4.

| BASE UOC POPULATIONS LEVELS FROM MAY 2021 | |
|---|-----------|
| Florida Medicaid Recipient Base Population | 4,649,833 |
| Florida Medicaid Active Enrolled Provider Populations | 163,561 |
| Florida Provider Facility Licensure Base Population | 45,942 |

1.4 FIXED PRICE TASK ORDERS

Excluding One-time Deliverables and fixed price costs for ongoing O&M as described above, the UOC Vendor shall incorporate new FX projects into the UOC Solution, provide major software updates (outside the scope of normal Operations and Maintenance), and provide services as described within the Contract, which shall be authorized as task orders. The UOC 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); UOC Vendor activities; activities the UOC Vendor expects the Agency to perform; timelines; staffing plan; specific fixed price deliverables, milestones and delivery dates; bill of materials, which will be purchased as a cost reimbursement to the Agency and paid as a cost reimbursement to the UOC Vendor. The UOC Vendor is not authorized to initiate work on any task order prior to approval by the Agency. The UOC 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 and reduced to writing in the form of a change order to the task order. Task orders shall be paid on a fixed price deliverable basis. The format and processes associated with task orders shall be developed during contract initiation activities. 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. The task order shall be signed by the Agency and the UOC Vendor.

2 INVOICING

2.1.1 Invoices and Supporting Documentation

Invoices and all supporting documents shall be submitted on the UOC Vendor's letterhead to the Agency's designated Contract Manager within fifteen (15) calendar days of completion and Agency approval of deliverable(s). Invoice(s) shall include, at a minimum:

- Invoice date:
- Invoice number;
- · Agency's Contract number;
- · Description of the services rendered;
- Date(s) on which services were rendered;
- · Payment remittance address; and
- Other supporting documentation as requested by the Agency.

2.1.2 Travel Expenses

The UOC Vendor shall not charge the State for any travel expenses related to any portion of the Contract without the Agency's prior written approval. Upon obtaining the Agency's written approval, the UOC Vendor shall be authorized to incur travel expenses payable by the Agency to the extent provided by Section 112.061, Florida Statutes (F.S.).

2.1.3 Payment Authorization

Payments will be authorized only for services that are in accordance with the terms and conditions of the Contract. Appropriate documentation, as determined by the Agency, shall be submitted by the UOC Vendor to support invoices. Invoices will not be approved for payment by the Agency until reports and deliverables from the UOC Vendor are received as specified in the Contract.

2.1.4 Late Invoicing

Unless written approval is obtained from the Agency, and at the discretion of the Agency, correct invoices with documentation received forty-six (46) to sixty (60) calendar days after the Agency's acceptance of the deliverable(s) will be paid at ninety percent (90%) of the amount of the invoice. Correct invoices with documentation received sixty-one (61) to ninety (90) calendar days after the Agency's acceptance of the deliverable(s) will be paid at seventy-five percent (75%) of the invoice. Invoices received ninety-one (91) calendar days or more after the Agency's acceptance of the deliverable(s) will **not** be paid.

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

3 FINANCIAL CONSEQUENCES AS LIQUIDATED DAMAGES

3.1 Performance Standards and Liquidated Damages

a. The UOC Vendor shall comply with all requirements and performance standards set forth in the Contract, including Attachment B, Exhibit B-1, Deliverables and Performance Standards, Attachment B, Exhibit B-2, Operations and Maintenance Service Level Agreement, Attachment B, Exhibit B-2-a, Operations and Maintenance Service Level Metrics, and Table D.3 below

- b. The Agency's Contract Manager will monitor the UOC Vendor's performance in accordance with the monitoring requirements of the Contract. Failure by the UOC Vendor to meet the established minimum performance standards may result in the Agency, in its sole discretion, finding the UOC Vendor to be out of compliance, and all remedies provided in the Contract and under law, shall become available to the Agency.
- c. The Agency reserves the right to impose liquidated damages upon the UOC Vendor for failure to comply with the performance standard requirements set forth in **Table D.3.**, Performance Standards and Liquidated Damages, below.

| Terrormance Standards and Eliquidated Damages, below. | | | |
|--|--|--|--|
| TABLE D.3. PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES | | | |
| PERFORMANCE STANDARD REQUIREMENT | LIQUIDATED DAMAGES TO BE IMPOSED | | |
| PERFORMANCE BOND | | | |
| A performance bond in the amount of ten percent (10%) of the total annual amount of the Contract shall be furnished to the Agency by the UOC Vendor within thirty (30) calendar days after execution of the Contract and prior to commencement of any work under the Contract. | \$500.00 per calendar day for each calendar day after the due date until an acceptable performance bond is furnished to the Agency. | | |
| A performance bond shall be furnished on an annual basis, thirty (30) calendar days prior to the new Contract year and be in the amount of ten percent (10%) of the current annual Contract amount. | \$500.00 per calendar day for each calendar day after the due date until an acceptable performance bond is furnished to the Agency. | | |
| HIPAA | | | |
| The UOC Vendor shall comply with provisions of Health Insurance Portability and Accountability Act (HIPAA) / Health Information Technology for Economic and Clinical Health (HITECH). | \$500.00 to \$5,000.00 , per incident, per occurrence, depending upon the severity. In addition, Federal penalties may apply in accordance with the HIPAA Act of 1996. | | |
| The UOC Vendor shall not inappropriately release PHI. | \$500.00 to \$5,000.00 , per incident, per occurrence, depending upon the severity. | | |
| RECORDS | | | |
| The UOC Vendor shall comply with public records laws, in accordance with Section 119.0701, F.S. | \$5,000.00 for each incident in which the UOC Vendor does not comply with a public records request. | | |
| BACKGROUND SCREENING | | | |
| Complete initial and renewal background screenings within required timeframes. | \$250.00 per occurrence. | | |

| TABLE D.3. PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES | | | |
|--|--|--|--|
| PERFORMANCE STANDARD REQUIREMENT | LIQUIDATED DAMAGES TO BE IMPOSED | | |
| Submit policies and procedures within thirty (30) calendar days of Contract execution. | \$250.00 per calendar day beyond the due date. | | |
| SECURITY RATING SCORE | | | |
| Annually maintain a top tier security rating score from the Agency's selected information security rating service. | \$5,000.00 per occurrence and \$250.00 per calendar day, if the UOC Vendor does not improve to a top tier security rating score within three (3) months after its initial failure notification by the Agency, to annually obtain a top tier security rating score. | | |
| SERVICE ORGANIZATION CONTROLS (SOC) 2 TYPE II AUDIT | | | |
| Annually submit the SOC 2 Type II audit report within ninety (90) calendar days of Vendor receipt each Contract year. Choose a single date (ex. January 1) or enter an agreed upon date. | \$1,000.00 per calendar day for each calendar day beyond the due date. | | |
| SERVICES | | | |
| (THIS SECTION IS RESERVED FOR CONTRACT SPECIFIC SERVICES THAT ARE NOT DETAILED IN A SPECIFIC DELIVERABLE) | | | |
| Implement the approved Corrective Action Plan (CAP) by the Agency specified date. | \$500.00 per calendar day for each calendar day that the approved CAP is not implemented to the satisfaction of the Agency. | | |

3.1.1 Sanctions

- a. In the event the Agency identifies a violation of or other non-compliance with the Contract (to include the failure to meet performance standards), the Agency may sanction the UOC Vendor pursuant to Section 409.912(4), F.S. The Agency may impose sanctions in addition to any liquidated damages imposed pursuant to the Contract.
- b. For purposes of this item, violations involving individual, unrelated acts shall not be considered arising out of the same action.
- c. If the Agency imposes monetary sanctions, the UOC 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 UOC 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 UOC 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 UOC Vendor within sixty (60) calendar days from the date of a final decision rendered.

3.1.2 Disputes

- a. To dispute financial consequences, liquidated damages, sanctions and/or contract interpretations, the UOC Vendor must request that the Agency's Deputy Secretary for Medicaid or designee, hear and decide the dispute.
- b. The UOC Vendor must submit a written dispute directly to the Deputy Secretary, listed below, or designee by U.S. mail and/or commercial courier service (hand delivery will not be accepted). This submission must be received by the Agency within twenty-one (21) calendar days after the issuance of liquidated damages, sanctions and/or contract interpretations and shall include all arguments, materials, data, and information necessary to resolve the dispute (including all evidence, documentation and exhibits). The UOC Vendor submitting such written requests for appeal or dispute as allowed under the Contract by U.S. mail and/or commercial courier service, shall submit such appeal or dispute to the following mailing address:

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

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

- c. The UOC Vendor waives any dispute not raised within twenty-one (21) calendar days of issuance of liquidated damages, sanctions and/or contract interpretations. It also waives any arguments it fails to raise in writing within twenty-one (21) calendar days of receiving the liquidated damages, sanctions and/or contract interpretations, and waives the right to use any materials, data, and/or information not contained in or accompanying the UOC Vendor's submission submitted within the twenty-one (21) calendar days following its receipt of the liquidated damages, sanctions, and/or contract interpretations in any subsequent legal, equitable, or administrative proceeding (to include Circuit Court, federal court and any possible administrative venue).
- d. The Deputy Secretary or his/her designee will decide the dispute under the reasonableness standard, reduce the decision to writing and serve a copy to the UOC Vendor. This written decision will be final.
- e. The exclusive venue of any legal or equitable action that arises out of or relating to the Contract, including an appeal of the final decision of the Deputy Secretary or his/her designee, will be Circuit Court in Leon County, Florida. In any such action, the UOC Vendor agrees to waive its right to a jury trial, and that the Circuit Court can only review the final decision for reasonableness, and Florida law shall apply. In the event the Agency issues any action under Florida Statutes or Florida Administrative Code apart from the Contract, the Agency will notify the UOC Vendor of the appropriate administrative remedy.

SECTION D. SPECIAL PROVISIONS

1 ATTORNEY'S FEES

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

2 LEGAL ACTION NOTIFICATION

The Vendor shall give the Agency, by certified mail, immediate written notification (no later than thirty (30) calendar days after service of process) of any action or suit filed or of any claim made against the Vendor by any subcontractor, vendor, or other party that results in litigation related to the Contract for disputes or damages exceeding the amount of \$50,000.00. In addition, the Vendor shall immediately advise the Agency of the insolvency of a subcontractor or of the filing of a petition in bankruptcy by or against a principal subcontractor. Damages for Failure to Meet Contract Requirements

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

3 CORRECTIVE ACTION PLAN (CAP)

If the Agency determines that the Vendor is out of compliance with any of the provisions of the Contract, the Agency may require the Vendor to submit a Corrective Action Plan (CAP) within a specified timeframe, as specified in **Attachment B, Exhibit B-2, Service Level Agreement**.

4 PERFORMANCE BOND

4.1 Performance Bond Amount and Requirements

A performance bond in the amount specified in **Table D.4.1. Performance Bond Requirements**, below, shall be furnished to the Agency by the Vendor for the specified Contract term.

| TABLE D.4.1. PERFORMANCE BOND REQUIREMENTS | | | |
|--|----------------------------------|----------------------------|--|
| Contract Term | Estimated Annual Contract Amount | Performance Bond Amount | |
| | \$0.00 | \$0.00 | |
| | \$0.00 | \$0.00 | |
| | \$0.00 | \$0.00 | |

- 1. The initial performance bond shall be furnished to the Agency's Procurement Office within thirty (30) calendar days after execution of the Contract and prior to commencement of any work under the Contract;
- 2. Thereafter, the performance bond shall be furnished on an annual basis, thirty (30) calendar days prior to the new Contract year;
- 3. The initial performance bond shall be in the amount of NUMBER percent (%) of the current annual Contract amount and shall be submitted to the Agency's Procurement Office at:

Procurement Office Agency for Health Care Administration 2727 Mahan Drive, Mail Stop 15 Tallahassee. FL 32308

- 4. A copy of all performance bonds shall be submitted to the Agency's Contract Manager;
- 5. The performance bond must not contain any provisions that shorten the time for bringing an action to a time less than that provided by the applicable Florida Statute of Limitations; (See Section 95.03, F.S.)
- 6. No payments will be made to the Vendor until an acceptable performance bond is furnished to the Agency. The performance bond shall remain in effect for the full term of the Contract, including any renewal period. The Agency shall be named as the beneficiary of the Vendor's bond. The bond shall provide that the insurer(s) or bonding company(ies) pay losses suffered by the Agency directly to the Agency;
- 7. The cost of the performance bond will be borne by the Vendor; and
- 8. Should the Vendor terminate the Contract prior to the end of the Contract period, an assessment against the bond will be made by the Agency to cover the costs of selecting a new Vendor. The Vendor agrees that the Agency's damages in the event of termination by the Vendor shall be considered to be for the full amount of the bond. The Agency need not prove the damage amount in exercising its right of recourse against the bond.

5 SYSTEM FUNCTIONALITY

- 1. The Vendor shall have the capacity (hardware, software, and personnel) sufficient to access and generate all data and reports needed for the Contract.
- 2. The Vendor shall comply with HIPAA and the HITECH Act.
- 3. The Vendor shall have protocols and internal procedures for ensuring system security and the confidentiality of recipient identifiable data.
- 4. The Vendor shall ensure an annual SOC 2 Type II audit is performed on the application hosting center. The Vendor shall provide a copy of the most recent audit report to the Agency.

6 INFORMATION TECHNOLOGY

- 1. The Vendor shall have the necessary IT resources needed to fully manage the product required in the Contract.
- 2. Agency Contract Managers shall be responsible for submitting and managing Vendor staff requests or needs for access connectivity to the Agency's data communications network, and the relevant information systems attached to this network, in accordance with all applicable Agency policies, standards and guidelines. The Vendor shall notify the Agency of termination of any staff with access to the Agency's network within twenty-four (24) hours of the termination.
- 3. Vendor staff that have access connectivity to the Agency's data communications network shall be required to complete Agency Security Awareness Training and Agency HIPAA Training. The successful respondent shall also be required to sign an Acceptable Use Acknowledgement Form and submit the completed form to the Agency's Information Security Manager (ISM). The requirements described in this Item must be completed before access to the Agency's network is provided.

6.1 DEVELOPMENT REQUIREMENTS

This Sub-Section is applicable if the UOC Vendor Solution or service includes interoperability with the Agency's IT enterprise.

(NOTE: Do not remove the sentence above. It is conditional therefore will remain in the scope of services.)

- 1. The Vendor shall provide the Agency, providers, and others as identified in the Contract, with the necessary software to execute the requested system.
- 2. The Vendor's software when implemented, shall meet the implementation day's industry's best practices and standards NIST (National Institute for Standards and Technology), and W3C (World Wide Web Consortium) which includes development tools.
- 3. The Vendor shall develop a system that allows Agency staff to access the system from the Agency network and mobile devices.
- 4. The Vendor shall allow Agency access to the data for reporting purposes. Data exports shall comply with the National Information Exchange Model (NIEM) format.
- 5. The Vendor's architecture and design document will be reviewed by the Agency's Division of IT before coding starts. This will require a personal presentation by the Vendor's architect(s).
- 6. Comments will be used in the code to help other developers to understand the coding methodology/logic that was used.
- 7. Proper exception handling is required.
- 8. Logging and Auditing may be required for some systems.
- 9. Usage of Session and Cache should be limited.

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- 10. Hard coded values are not allowed for referencing the shared resource address and name. This includes URL (Uniform Resource Locator) name, file path, email address, database connection string, etc.
- 11. The website shall be Section 508 compliant and follow W3C industry standards and best practices.
- 12. The website shall contain the Agency header and footer that are currently on ahca.myflorida.com.
- 13. Chrome, Firefox, Safari and Internet Explorer are the most commonly used browsers. Internet applications must be compatible with all internet browsers recognized by the World Wide Web Consortium, (http://www.w3.org/). The Vendor shall deploy the system to be browser agnostic while keeping up with the most current versions of Internet browser releases in coordination with the Agency's Division of IT standards. Compatibility is required by the Vendor with all supported versions within six (6) months of the browser's official release.
- 14. All code shall be submitted to the Agency by the Vendor for standards review prior to user testing. This code review requires a personal presentation by the Vendor's coder(s).
- 15. The Vendor's test plan shall be prior-approved by the Agency's Division of IT. The system will be tested on and off site using different browsers and different devices.
- 16. The documents listed below are required as part of the Vendor's application development:
 - a. Architecture design;
 - b. Security model;
 - c. Technical specifications:
 - d. Database entity relationship diagram;
 - e. Data Dictionary;
 - f. User documentation;
 - g. Test plan;
 - h. Deployment plan; and
 - i. Maintenance requirements.
- 17. Below is the Agency's current environment:
 - a. HIPAA and CJIS (Criminal Justice Information System) compliance;
 - b. Microsoft office;
 - c. SQL (Structured Query Language) server;
 - d. Microsoft Azure and Office 365;
 - e. SFTP (Secure File Transfer Protocol);
 - f. WEB Services;

- g. MVC (Model View Controller);
- h. C#;
- i. TFS (Team Foundation Server);
- j. WEB Applications;
- k. Laserfiche;
- I. SharePoint:
- m. SSL (Secure Sockets Layer) and TLS (Transport Layer Security); Mobile devices; and
- n. SSRS (SQL Server Report Services) and Tableau.
- 18. The Vendor must adhere and comply with the Agency's Division of IT standards regarding SSL Web interface(s) and TLS.
- 19. The Vendor must adhere to the Driver Privacy Protection Act (DPPA) rules that address a memorandum of understanding and security requirements as well as other requirements contained in Rule.
- 20. The Vendor, its employees, subcontractors and agents shall provide immediate notice to the Agency Information Security Manager (ISM) in the event it becomes aware of any security breach and any unauthorized transmission or loss of any or all of the data collected or created for or provided by the Agency (State Data) or, to the extent the Vendor is allowed any access to the Agency's IT resources, provide immediate notice to the ISM, of any allegation or suspected violation of security procedures of the Agency. Except as required by law and after notice to the Agency, the Vendor shall not divulge to third parties any confidential information obtained by the Vendor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing the Contract work according to applicable rules, including, but not limited to, Rule 60GG-2, Florida Administrative Code (FAC) and its successor regulation, security procedures, business operations information, or commercial proprietary information in the possession of the State or the Agency. After the conclusion of the Contract unless otherwise provided herein, the Vendor shall not be required to keep confidential information that is publicly available through no fault of the Vendor, material that the Vendor developed independently without relying on the State's confidential information, or information that is otherwise obtainable under State law as a public record.
- 21. In the event of loss of any State Data or record where such loss is due to the negligence of the Vendor or any of its subcontractors or agents, the Vendor shall be responsible for recreating such lost data in the manner and on the schedule set by the Agency at the Vendor's sole expense, in addition to any other damages the Agency may be entitled to by law or the Contract. In the event lost or damaged data is suspected, the Vendor will perform due diligence and report findings to the Agency and perform efforts to recover the data. If it is unrecoverable, the Vendor shall pay all the related costs associated with the remediation and correction of the problems engendered by any given specific loss. Further, failure to maintain security that results in certain data release will subject the Vendor to the administrative sanctions for failure to comply with Section 501.171, F.S., together with any costs to the Agency of such breach of security caused by the Vendor. If State Data will reside in

the Vendor's system, the Agency may conduct, or request the Vendor conduct at the Vendor's expense, an annual network penetration test or security audit of the Vendor's system(s) on which State Data resides. All Vendor personnel who will have access to State-owned Data will undergo the background checks and screenings described in the Contract.

- 22. The Vendor shall ensure that call centers, IT help desks or any other type of customer support provided directly under the Contract, shall be located only in the forty-eight (48) contiguous United States.
- 23. The Vendor must conform to current and updated publications of the principles, standards, and guidelines of the FIPS, the National Institute of Standards and Technology (NIST) publications, including but not limited to Cybersecurity-Framework and NIST.SP.800-53r4.
- 24. The Vendor must employ traffic and network monitoring software and tools on a continuous basis to identify obstacles to optimum performance.
- 25. The Vendor must employ traffic and network monitoring software and tools on a continuous basis to identify email and Internet spam and scams and restrict or track user access to appropriate websites.
- 26. The Vendor must employ traffic and network monitoring software and tools on a continuous basis to identify obstacles to detect and prevent hacking, intrusion and other unauthorized use of the Vendor's resources.
- 27. The Vendor must employ traffic and network monitoring software and tools on a continuous basis to prevent adware or spyware from deteriorating system performance.
- 28. The Vendor must employ traffic and network monitoring software and tools on a continuous basis to update virus blocking software daily and aggressively monitor for and protect against viruses.
- 29. The Vendor must employ traffic and network monitoring software and tools on a continuous basis to monitor bandwidth usage and identify bottlenecks that impede performance.
- 30. The Vendor must employ traffic and network monitoring software and tools on a continuous basis to provide methods to flag recipient data to exclude Protected Health Information (PHI) from data exchanges as approved by the State, and to comply with recipient rights under the HIPAA privacy law for: 1) Requests for restriction of the uses and disclosures on PHI (45 Code of Federal Regulations (CFR) 164.522(a)); 2) Requests for confidential communications (45 CFR 164.522(b)); and 3) Requests for amendment of PHI (45 CFR 164.526). The Vendor must also enter into a Business Associate Agreement (BAA) with the Agency. The provisions of the BAA apply to HIPAA requirements and in the event of a conflict between the BAA and the provisions of this Sub-Section, the BAA shall control. (See Attachment II, Business Associate Agreement).
- 31. 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 FIPS and/or the National Institute of Standards and Technology (NIST) publications regarding cryptographic standards.

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

7 SMARTPHONE APPLICATIONS

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

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

8 SOCIAL NETWORKING

All social networking applications, tools or media interactions and communications must be approved in writing by the Agency, prior to use. Any vendor using social networking applications is responsible and accountable for the safeguarding of PHI and all HIPAA Privacy Rule related information must be maintained and monitored.

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

The Vendor shall not conduct business relating to the Contract that involves the exchange of personally identifying, confidential or sensitive information on the Vendor's social network application. The Vendor shall not post information, photos, links/URLs or other items online that would reflect negatively on any individual(s), its enrollees, the Agency or the State.

| Any violations of this provision shall subject the Vendor to administrative action by the Agency as determined by the Agency. |
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The Unified Operations Center (UOC) Vendor shall manage and report on all deliverables in accordance with **Attachment B, Scope of Services** and outlined below. Failure of the UOC Vendor to adhere to deliverable due dates and performance standards will result in financial consequences as indicated for each.

1 DELIVERABLE REQUIREMENTS

To ensure effective direction of project deliverables and artifacts (i.e., deliverables and work products) and to minimize Agency review and FX Project Team revision times, the UOC Vendor shall perform artifact management for each deliverable and artifact as defined in **the FX Artifact Management Standards (AMS)**, located in the **UOC Proposal Library**. Each deliverable and artifact should be oriented, branded, and presented as the property of the Agency as each shall become a permanent organizational asset of the Agency. Deliverables (i.e., artifacts specifically designed as deliverables in the contract) shall be developed and provided by the UOC Vendor as specified by the deliverable requirements in the Contract.

Deliverables are specific artifacts produced for or provided to the Agency during the Design, Development, and Implementation (DDI) stage that are explicitly identified as deliverables in the Contract. All contractually identified deliverables require a Deliverable Expectation Document (DED) prior to deliverable development. A work product is a tangible project artifact required for a project to complete its objective and fulfill contractual obligations. Examples of work products include status reports, meeting minutes, or meeting presentations. The UOC Vendor shall use work products to help fulfill contract objectives and / or create project deliverable. Additionally, an approved deliverable has payment directly connected to it on its associated invoice; a work product does not. Components for work products shall be determined during the Design and Development phases. Expectations for which life cycle artifacts are required will be determined early in the Project Initiation Phase, with the development of the Project Process Agreement (PPA) work product.

Work product and deliverable reviews are completed or conducted per the PPA, according to the P2: FX Project Management Standards. The UOC Vendor shall adhere to the FX Artifact Management Standards and the FX Program Style and Writing Guide, located in the UOC Proposal Library, to develop any artifact. The UOC Vendor shall provide the final draft deliverables for the artifacts as described below 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, before their approval. Deliverable due dates may be modified if approved in advance and in writing by the Agency. Additional deliverables may be added by contract amendment if the Agency should determine that such additional deliverables are required to achieve the objectives of the executed contract.

1.1 DELIVERABLE MANAGEMENT

The UOC Vendor shall comply with FX Deliverable Management Standards (outlined in the P2: FX Project Management Standards) and T-6: Technology Standards (located in the UOC Proposal Library) for all deliverables.

To verify effective performance of UOC Project deliverables and to minimize Agency review and UOC Vendor revision times, the UOC Vendor shall perform deliverable management for each deliverable in accordance with **Table 1.1 Deliverables Management Requirements** and each deliverable due date as described below.

| | TABLE: 1.1 – DELIVERABLES MANAGEMENT REQUIREMENTS | | | | | |
|---------|--|--|--|--|--|--|
| Req ID | Requirement | | | | | |
| DEL-001 | The UOC Vendor shall develop and submit a Deliverable Expectations Document (DED) for each deliverable, to include the UOC Vendor's proposed format and content, within thirty (30) calendar days of the Agency's approval to commence work on the deliverable. The UOC Vendor shall conduct walk-throughs of the DED with the Agency, unless otherwise directed by the Agency. The Agency will establish Agency deliverable review timeframes and UOC Vendor revision timeframes customized for each deliverable. | | | | | |
| DEL-002 | The UOC Vendor shall ensure that each artifact (deliverable or work product) adheres to FX Artifact Management Standards, Statewide Medicaid Managed Care (SMMC) Style Guide and the FX Program Style and Writing Guide standards, located in the UOC Proposal Library, | | | | | |
| DEL-003 | The UOC Vendor deliverable 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 a revision history table in each document. | | | | | |
| DEL-004 | In addition to specific deliverable requirements, all deliverables are subject to the following approval criteria: | | | | | |
| | a) The deliverable meets the Agency's requirements for timeliness, meaning the deliverable is completed and submitted by the required due date; | | | | | |
| | b) The deliverable meets the Agency's requirement for completeness, meaning the deliverable-required components are present in the deliverable; and | | | | | |
| | c) The deliverable meets the Agency's requirement for accuracy, meaning the deliverable conforms to the Agency-approved DED, as applicable, the deliverable functions as expected, and is fit for use. Any deliverable schedule delays, extensions, or deliverable rework will be done at no additional cost to the Agency. | | | | | |
| | The UOC Vendor shall allow time in the deliverable and work product production to conduct thorough internal quality reviews to confirm that the deliverable meets standards and criteria listed above. | | | | | |
| DEL-005 | The UOC Vendor shall use and maintain the Agency-hosted repository for document management of deliverables and work products/artifacts. The Agency currently uses SharePoint as their documentation repository. | | | | | |

2 LIST OF PAYMENT DELIVERABLES

Table 2.1 – Payment Deliverables below, provides delivery expectations for each payment deliverable. See **Section 2.1 - Payment Deliverable Requirements – Contract Wide** below for a detailed description of each deliverable.

| | | TABLE 2.1 – PA | YMENT DELIVERABLES | | |
|------|---|---|--|---|--|
| # | Title | Due Date (s) | Delivery Requirements | Measurement | Financial Consequences |
| PD-1 | Project Management Plan (Includes Vendor Resource Management Plan) | No later than twenty (20) business days following execution of the Contract with staged updates due no later than ten (10) business days after the beginning of the stage. | Initial delivery during Stage 1/Stage 2 DDI and update provided with each subsequent Implementation stage. Total number of busin days between the agr upon due date(s) and date the deliverable is accepted by the Ager | | \$18,000.00 for each business day the deliverable is overdue. |
| PD-2 | Project Schedule | No later than twenty-five (25) business days following execution of the Contract with staged updates due no later than ten (10) business days after the beginning of the stage. | Initial delivery during Stage 1/Stage 2 DDI and update provided with each subsequent Implementation stage. | Total number of business days between the agreed upon due date(s) and the date the deliverable is accepted by the Agency. | \$18,000.00 for each business day the deliverable is overdue. |
| PD-3 | High-Level Technical Design | No later than sixty (60) calendar days following execution of the Contract with staged updates | Initial delivery during Stage 1/Stage 2 DDI and update with each | Total number of business days between the agreed | \$18,000.00 for each business day the deliverable is overdue. |
| PD-4 | System Security Plan | due no later than sixty (60) days after the beginning of the stage. | subsequent Implementation Stage. | upon due date(s) and the date the deliverable is accepted by the Agency. | \$18,000.00 for each business day the deliverable is overdue. |
| PD-5 | Requirements Management Plan Developed and delivered for the project workstream according to the Agency approved UOC PD-2: Project Schedule. | | Initial delivery during Stage 1/Stage 2 DDI and update with each subsequent Implementation Stage. | Total number of business days between the agreed upon due date(s) and the date the deliverable is accepted by the Agency. | \$18,000.00 for each business day the deliverable is overdue. |

| PD-6 | Bill of Materials Bill of Materials Developed and delivered for the project workstream according to the Agency approved UOC PD- | | Initial delivery during Stage 1/Stage 2 DDI and update with each subsequent Implementation Stage. | Total number of business days between the agreed upon due date(s) and the date the deliverable is accepted by the Agency. | \$9,000.00 for each business day the deliverable is overdue. |
|-------|--|--|---|--|--|
| PD-7 | Completed Requirements Traceability Matrix Traceability Matrix Traceability Matrix | | Initial delivery during Stage 1/Stage 2 DDI and update with each subsequent Implementation Stage. | Total number of business days between the agreed upon due date(s) and the date the deliverable is accepted by the Agency. | \$18,000.00 for each business day the deliverable is overdue. |
| PD-8 | System Design Document (Architecture Specifications) | Developed and delivered for the project workstream according to the Agency approved UOC PD-2: Project Schedule. Initial delivery during Stage 1/Stage 2 DDI and update with each subsequent Implementation Stage. | | Stage 1/Stage 2 DDI and update with each subsequent days between the agreed upon due date(s) and the date the deliverable is | |
| PD-9 | Implementation Plan/Software Release Plan Developed and delivered for the project workstream according to the Agency approved UOC PD- 2: Project Schedule | | Initial delivery during Stage 1/Stage 2 DDI and update with each subsequent Implementation Stage. | Total number of business days between the agreed upon due date(s) and the date the deliverable is accepted by the Agency. | \$18,000.00 for each business day the deliverable is overdue. |
| PD-10 | (for Disaster Recovery and Business Developed and delivered for the project workstream according to the Agency approved UOC PD- | | Initial delivery during Stage 1/Stage 2 DDI and update with each subsequent Implementation Stage. | Total number of business days between the agreed upon due date(s) and the date the deliverable is accepted by the Agency. | \$18,000.00 for each business day the deliverable is overdue. |
| PD-11 | Test Plan Test Plan Test Plan Stage 1/Stage | | Initial delivery during Stage 1/Stage 2 DDI and update with each subsequent Implementation Stage. | Total number of business days between the agreed upon due date(s) and the date the deliverable is accepted by the Agency. | \$18,000.00 for each business day the deliverable is overdue. |

| PD-12 | Customer Experience Blueprint | Developed and delivered for the project workstream according to the Agency approved UOC PD-2: Project Schedule. | Initial delivery during Stage 1/Stage 2 DDI and update with each subsequent Implementation Stage. | Total number of business days between the agreed upon due date(s) and the date the deliverable is accepted by the Agency. | \$18,000.00 for each business day the deliverable is overdue. |
|-------|--|--|---|---|--|
| PD-13 | Organizational Change Management Plan (includes Training Plan) | agement Plan udes Training Developed and delivered for the project workstream according to the Agency approved UOC PD- 2: Project Schedule | | Total number of business days between the agreed upon due date(s) and the date the deliverable is accepted by the Agency. | \$3,000.00 for each business day the deliverable component is overdue. |
| PD-14 | Operations and Maintenance Manual | Developed and delivered for the project workstream according to the Agency approved UOC PD-2: Project Schedule. | Initial delivery during Stage 1/Stage 2 DDI and update with each subsequent Implementation Stage. | Total number of business days between the agreed upon due date(s) and the date the deliverable is accepted by the Agency. | \$18,000.00 for each business day the deliverable is overdue. |
| PD-15 | Production Readiness Review Developed and delivered for the project workstream according to the Agency approved UOC PD-2: Project Schedule. | | Initial delivery during Stage 1/Stage 2 DDI and update with each subsequent Implementation Stage. | Total number of business days between the agreed upon due date(s) and the date the deliverable is accepted by the Agency. | \$9,000.00 for each business day the deliverable component is overdue. |
| PD-16 | Post Implementation Report Project workstream according to the Agency approved UOC PD- | | Initial delivery during Stage 1/Stage 2 DDI and update with each subsequent Implementation Stage. | Total number of business days between the agreed upon due date(s) and the date the deliverable is accepted by the Agency. | \$18,000.00 for each business day the deliverable is overdue. |
| PD-17 | Warranty Completion Report | Developed and delivered for the project workstream according to the Agency approved UOC PD-2: Project Schedule. Warranty period s at the implementa of Stage 2. The Warranty complet report is due after Stage 4. | | Total number of business days between the agreed upon due date(s) and the date the deliverable is accepted by the Agency. | \$18,000.00 for each business day the deliverable is overdue. |
| PD-18 | Annual Operational Analysis (AOA) | Developed and delivered for the project workstream according to the Agency approved UOC PD-2: Project Schedule. | Annual | Total number of business days between the agreed upon due date(s) and the date the deliverable is accepted by the Agency. | \$18,000.00 for each business day the deliverable is overdue. |

| PD-19 | Vendor Turnover plan | Developed and delivered for the project workstream according to the Agency approved UOC PD-2: Project Schedule. | Not less than (6) months prior to the end of the Contract. | Total number of business days between the agreed upon due date(s) and the date the deliverable is accepted by the Agency. | \$18,000.00 for each business day the deliverable is overdue. |
|-------|-------------------------|---|--|---|--|
|-------|-------------------------|---|--|---|--|

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2.1 Payment Deliverable Requirements - Contract Wide

Deliverable **PD-1** in **Table 2.1 – Payment Deliverables** are due no later than twenty (20) business days following execution of the Contract with staged updates due no later than ten (10) business days after the beginning of the stage.

Deliverable **PD-2** in **Table 2.1 – Payment Deliverables** are due no later than twenty-five (25) business days following execution of the Contract with staged updates due no later than ten (10) business days after the beginning of the stage.

Deliverables **PD-3** and **PD-4** in **Table 2.1 - Payment Deliverables** are due no later than sixty (60) calendar days following execution of the Contract with staged updates due no later than ten (10) calendar days after the beginning of the stage.

Deliverables PD-5 thru PD-19 in Table 2.1 - Payment Deliverables shall be developed and delivered according to the Agency approved PD-2: Project Schedule.

Acceptance Criteria for all deliverables shall be documented in the **Deliverable Expectations Document** for each payment deliverable.

PD-1: Project Management Plan (Includes Vendor Resource Management Plan)

- 1. The UOC Vendor shall complete and submit a Project Management Plan (PD-1), which contains a comprehensive and practical description of the UOC Vendor's plan for project management and control mechanisms, including staff organizational structure, progress reporting, major decision-making, sign off procedures, and internal control procedures. The UOC Vendor shall submit the Project Management Plan (including a Vendor Resource Management Plan) in accordance with ITN Attachment B, Scope of Services, Section B.5.1. Delays in completing the planning deliverables may impact multiple FX projects including Agency resources, internal and external stakeholders, and other FX vendors. The Project Management Plan shall comply with and include all the sub plans as defined in the P-2: FX Project Management Standards.
- 2. The UOC Vendor shall develop a **Vendor Resource Management Plan** as part of **Project Management Plan (PD-1)** in accordance with **P-2: FX Project Management Standards**. In addition, the **Vendor Resource 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;
 - 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 used by the UOC Vendor for tracking and reporting staff allocation and hours across task orders:
 - Training requirements;

- j. Regulations, standards, and policy compliance requirements; and
- k. The UOC Vendor shall submit a revised **Vendor Resource Management Plan** for Agency review and approval within ten (10) business days of revised policies and procedures contained within the plan. If additional staff is required, they shall be provided by the UOC Vendor at no additional cost.

PD-2: Project Schedule

- 1. The UOC Vendor shall develop and submit to the Agency a **Project Schedule (PD-2)** The UOC **Project Schedule (PD-2)** shall meet the FX requirements for baselining and be submitted to the Agency within 25 business days following contract execution.
- 2. The **Project Schedule** must at a minimum include the UOC Vendor's complete list of tasks for the entire project. Tasks should be resource-loaded (named resources) for the first six (6) months of the project and updated on a rolling wave basis for each subsequent six (6) month period.
- 3. The UOC Vendor shall submit a Schedule Assumptions and Constraints document with each submission of and update to **Project Schedule (PD-2)** until it is baselined. See the Schedule Assumptions and Constraints template located in the **UOC Proposal Library**.
- 4. The UOC Vendor shall develop and submit to the Agency a **Project Schedule (PD-2)** that meets the following requirements:
 - a. Includes the entire scope of work for the UOC Implementation Project;
 - b. Must include tasks of the Agency and other FX vendors (e.g., IS/IP, EDW, SEAS) that are integral to completing the scope of work (e.g., deliverable reviews, UAT, etc.);
 - c. Complies with the requirements in the P-2: FX Project Management Standards document located in the UOC Proposal Library, unless otherwise specified by the Contract or as directed by the Agency;
 - d. Developed in Microsoft Project Professional or other future project scheduling tool that may be in place by the Agency;
 - e. Is resource-loaded (named resources);
 - f. Is cost-loaded as dollars per hour (use of a blended rate is acceptable);
 - g. Enables calculation of SPI/CPI;
 - h. Identifies realistic person hours of effort estimated for each task;
 - i. Is duration-driven: and
 - j. Has a clear critical path.
- 5. The UOC Vendor shall coordinate with the Agency, the SEAS Vendor, and interdependent project teams to develop a UOC Implementation integrated master schedule (IMS). The SEAS Vendor is responsible for maintaining the UOC Implementation IMS after Agency acceptance of the UOC Project Schedule (PD-2) and baselining. The UOC Vendor shall maintain and update the Project Schedule (PD-2) on at least a weekly basis to reduce risk of missed deadlines and adverse impacts to interdependent projects. The UOC Vendor shall provide release notes with each schedule remediation that specify changes made during each remediation.

PD-3: High-Level Technical Design

The UOC Vendor shall develop and submit a High-Level Technical Design (PD-3), which
includes an approach to integration related to Attachment B, Scope of Services. PD-3 shall
include the UOC Vendor's design of framework, which shall serve as a single point of
reference for integration management of modules, systems, and data.

PD-4: System Security Plan (SSP)

1. The UOC Vendor shall develop and submit a System Security Plan (PD-4), which shall document the current level of security controls within the project that protects the Confidentiality, Integrity, and Availability (CIA) of the system and its information. This SSP is based upon the Centers for Medicare and Medicaid Services (CMS) Acceptable Risk Safeguards (ARS) to assess CIA and National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 Rev 4. The SSP shall be a living document that shall be updated no less than annually, and when new vulnerabilities are identified and mitigated, and when additional functionality, components, or Commercial-off-the-shelf (COTS) products are implemented.

This deliverable includes, at a minimum:

- a. Risk Assessment Report;
- b. Security Audit Report;
- c. Penetration Test Report;
- d. Security Clearance/Staffing Controls Policies and Procedures;
- e. Health Insurance Portability and Accountability Act (HIPAA) Disclosure Report;
- f. Security Controls Test Plan;
- g. Security Control Assessments;
- h. Security Test Plan; and
- i. Security Authorization Package.

PD-5: Requirements Management Plan

1. The UOC Vendor shall develop and submit to the Agency a **Requirements Management Plan (PD-5)**, which describes how requirements and business rules will be analyzed, elaborated, validated, documented, and managed.

This deliverable includes, at a minimum:

- a. Roles and responsibilities;
- b. Requirements gathering and elaboration approach;
- c. Requirements documentation approach and tools (the UOC Vendor should assume that JIRA will be the requirements repository);
- d. Requirements traceability process; and
- e. Change control process.

PD-6: Bill of Materials (BOM)

- The UOC Vendor shall document and submit the activities performed to Purchase, Install, and Initialize Hardware and Software Configuration Bill of Materials (BOM) (PD-6) for the UOC Project.
- 2. The BOM (PD-6) deliverable shall list the hardware and software components that shall be purchased for the UOC Project as described in Attachment B, Scope of Services, Table: B.8.2 Hosting and Environments Requirements. The BOM shall contain information including the name of the product, the type of the product, quantity, purchase amount, expected purchasing date, licensing and support, and product vendor name and contact. The BOM should be structured to show the material costs spread over the full seven-year contract period.

This deliverable includes, at a minimum:

- a. Hardware and Equipment Acquisition and Installation Plan; and
- b. Software Acquisition and Installation Plan.

PD-7: Completed Requirements Traceability Matrix (RTM)

- 1. The UOC Vendor shall document and submit a **Completed Requirements Traceability Matrix (PD-7)** deliverable. **PD-7** shall be an extract of JIRA software that is easily viewed and shared across project stakeholders to confirm that the project's scope, requirements, and deliverables remain as originally procured when compared to the baseline.
- 2. The **PD-7** deliverable includes, at a minimum:
 - a. An extract of JIRA to serve as the Requirements Traceability Matrix; and
 - b. An extract of JIRA to serve as the Business Rules Traceability Matrix.

PD-8: System Design Document (Includes Architecture Specifications)

1. The UOC Vendor shall develop and submit a System Design (PD-8) in accordance with the T-7: Design and Implementation Management Standards document, located in the UOC Proposal Library. At a minimum, the deliverable shall include a written description of the solution including detailed architectural diagrams, data flows, component specifications and COTS products that provide guidance to the system developers. The deliverable should also include a plan for data conversion and migration, configuration and release management, and the Interface Control Documentation (ICD) in the Agency's ICD template.

a. Data Conversion and Migration Plan

The UOC Vendor shall include a **Data Conversion and Migration Plan** in accordance with **Table: B.8.4 - Data Conversion, Cleansing, and Migration** requirements. The plan shall include at a minimum: proposed methodology; roles and responsibilities; tools; data structures; quality controls; security and privacy considerations, testing tools; and schedule for converting data from the source system(s) to the target system(s).

b. Configuration Management and Release Management Plan

The UOC Vendor shall include a **Configuration Management and Release Management Plan**, which details the tracking, planning, managing, scheduling, coordinating, and controlling the implementation of the solution through different stages

and environments. Includes at a minimum Release Management Plan and Configuration Management Plan.

c. Interface Control Documentation (ICD)

The UOC Vendor shall develop and submit an ICD, which describes how the UOC Vendor shall incorporate the design, development, and maintenance of enterprise interfaces. Each Application Program Interface (API) and component that shall interface with the UOC Vendor's UOC 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. This deliverable includes, at a minimum:

- i. Data Layout Documentation;
- ii. Data Dictionary; and
- iii. Data Mapping Crosswalk.

PD-09: Implementation Plan/Software Release Plan

 The UOC Vendor shall develop and submit an Implementation Plan/Software Release Plan (PD-09) to include managing dependencies across releases along with handling technology stacks, databases, and infrastructure to match the release needs. The plan shall include stakeholder walk-throughs, method and schedule to deploy the solution, and process for submitting request for Agency's acceptance.

PD-10: Contingency Plan (for Disaster Recovery and Business Continuity)

- The UOC Vendor shall develop and submit a Contingency Plan (PD-10) deliverable to document the UOC Vendor's approach to cover situations that could interrupt the ability of the Agency to access and/or use the solution for business purposes as described in Attachment B, Scope of Services, Table: B.8.3 - Disaster Recovery and Business Continuity Requirements. The Agency will review and provide comments and edits to the UOC Vendor's Contingency Plan during the Initiation Phase.
- The Contingency Plan shall comply and integrate with the Agency's Enterprise Disaster Recovery and Business Continuity Plan and shall address recovery of business functions, units, processes, human resources, and technology infrastructure; backup strategy and recovery process; communication protocols, and process for restoring operations in a timely manner.
- 3. The Contingency Plan will be updated and tested at least annually, and the test results and corrective actions will be reported to the Agency. The Agency, at its discretion, reserves the right to direct the UOC Vendor to amend or update its Contingency Plan during the term of the Contract in accordance with the best interests of the Agency and at no additional cost to the Agency.

This deliverable includes, at a minimum:

- a. Disaster Recovery and Business Continuity Test Report;
- b. Business Impact Assessment; and
- c. Annual Test Results and Corrections.

PD-11: Test Plan

1. The UOC Vendor shall develop and submit a Test Plan (PD-11) as documented in T-7: Design and Implementation Management Standards, which describes how the UOC Vendor shall perform testing of the solution and detail the work products that shall be submitted to the Agency as part of the Testing Phase. The plan shall detail the support the UOC Vendor shall provide to the Agency and FX Module Vendors in integrating with the enterprise solution. This includes operating a test bed against which teams can test and resolve integration issues. The PD-11 deliverable 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 with Agency standards, process for applying fixes, regression testing of any fixes, and assurance of parity between technical environments. The PD-11 deliverable 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 that are representative of actual cases, and testing of recovery processes and/or component outages/failures.

The **PD-11** deliverable includes, at a minimum:

- a. UAT Test Data Information;
- b. Extract Data Process;
- c. Test Progress Report;
- d. Test Defects Weekly Report;
- e. Test Results:
- f. Detailed test cases for each subphase of testing: Integration Testing, System Testing, Regression Testing, Performance Testing, User Acceptance Testing; and
- g. Test Region refreshment schedule to keep all stakeholder test regions in sync to allow for ongoing and accurate testing.

PD-12 Customer Experience Blueprint

1. The UOC Vendor shall develop and submit a **Customer Experience Blueprint (P-12)** that maps a customer's (recipients, providers, stakeholders) experience when conducting business with the UOC.

The **Customer Experience Blueprint** is a living document that shall include, but not be limited to, the following information:

- a. Customer personas informed by quantitative and qualitative research for each customer segment including primary archetypes and the attitudes, behaviors, and motivations for each archetype;
- b. The customer journey *front stage* activities across potentially multiple interactions/touchpoints and channels;
- c. The *front stage* customer interactions that drive the most value (*Moments that Matter*);
- d. The *backstage* non-customer facing operations and systems that support the overall experience;

- e. The future opportunities to improve experience; and
- f. A narrative, which casts a vision for the desired future experience.

PD-13: Organizational Change Management Plan (multiple components)

- 1. The UOC Vendor shall develop and submit an Organizational Change Management (OCM) Plan (PD-13) in accordance with the FX Organizational Change Management Plan, located in the UOC Proposal Library. The UOC Vendor shall coordinate with the Agency's OCM team to use appropriate tools, templates, and standards for all OCM work products and artifacts. At the request of the Agency, the UOC Vendor shall provide OCM activities to be completed across the life cycle, including the following project-specific artifacts:
 - a. Component #1: Project Level Stakeholder Analysis and Change Plan (PD-13a): A Project Level Stakeholder Analysis identifies the internal and external audiences participating in and/or impacted by the UOC initiative. The Agency maintains a Program Level Stakeholder Analysis that can be used as a starting point to identify the subset of audiences for the Project Level Stakeholder Analysis. The Project Level Stakeholder Analysis is also used as an input for the Change Plan. The Change Plan sets the foundation for the magnitude of the change that is coming. A change can affect a specific group of end users or people across the organization. This plan identifies the change characteristics and the risk level related to change acceptance and identifies suggested mitigation strategies/activities around the change.
 - b. Component #2: Communications Approach and Plan (PD-13b): The Communications Approach includes the key stakeholder groups impacted by the change (i.e., those identified in the project level stakeholder analysis), identifies available communication channels for use with those key stakeholder groups, and documents risks and associated mitigation strategies around planned communication activities. The Communications Approach also describes supporting information such as communication approval processes, internal and external communications standards and processes, and distribution list management. The Communications Plan is the matrix that supports the execution of communication activities. It allows the various team members to plan and focus on presenting the right messages, at the right time, via the right channel, from the right person(s) to the right people in concert with all other messaging in progress. Project level communications will be relayed to the Agency's FX Program OCM Lead for inclusion in the Program Level Communications Planning.
 - c. Component #3: **Training Approach and Plan (PD-13c)**: The Training Approach and Plan identifies the delivery methods available (online tutorial, instructor-led in-class, instructor-led webinar, printed training guide, or as specifically directed and contracted by the Agency), slide deck and document formatting, consistency in terminology and acronyms, FX training objectives, scope, and success criteria. The Training Approach and Plan also includes information about the coordination and loading of materials to the Learning Management System, the planned training schedule, considerations around logistics and delivery, and the training evaluation approach. The Training Needs Analysis tool, a subset within the Training Approach and Plan, assists in identifying different audiences and their training needs. The Training Approach and Plan applies to initial and ongoing training. The UOC Vendor shall update the Training Approach and Plan annually and submit it to the Agency for approval within sixty (60) calendar days prior to the start date of each fiscal year.

- d. Component #4: Training Materials (PD-13d): Training Materials include the supporting content used to deliver training sessions. These can include, but are not limited to instructor and participant guides, presentations, videos, job aids, webinar materials, online manuals / online help, and brochures. Planned training materials and content type for a given project's training effort will be outlined as part of the Training Approach and Plan. The UOC Vendor shall develop training materials and submit all materials to the Agency for approval a minimum of thirty (30) calendar days prior to their scheduled use. The UOC Vendor shall seek input from the Agency regarding training material content. The Agency may reproduce and distribute any of the UOC Vendor's training materials.
- e. Component #5: **Training Delivery (PD-13e)**: This includes the completion of delivering training classes (for instructor-led or facilitated sessions) and/or the posting of self-study materials to the agreed upon repository (e.g., the Learning Management System). Delivery approach does not include Train-the-Trainer unless specifically outlined in Training Approach and Plan (PD-13c).

PD-74: Operations and Maintenance (O&M) Manual

1. The UOC Vendor shall provide and maintain an Operation and Maintenance Manual (PD-14), which details how the UOC Vendor shall plan, operate, and maintain the solution in 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.

This deliverable includes, at a minimum:

- a. Operational Procedures;
- b. Operational Policies;
- c. O&M System Maintenance Reports;
- d. O&M Configuration Inventory;
- e. O&M Reference Materials;
- f. System Operational Policy and Procedures Manual;
- g. UOC Support Services Operational Procedures Manual;
- h. Operational Policy and Procedure Manual(s); and
- i. Production Reports.

PD-15: Production Readiness Review (multiple components)

1. The UOC Vendor shall develop and submit a **Production Readiness Review (PD-15a)** including a **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 **T-7: Design and Implementation Standards**.

This deliverable includes, at a minimum:

- a. Production Readiness Test Results; and
- b. Production Readiness Walk-through.
- 2. **Environmental Readiness Review (PD-15b)** that 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.
- 3. Implementation Readiness Review (PD-15c) that includes a Test Completion Report for each of the testing phases including System, Integration, and Performance Testing. 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. This deliverable includes, at a minimum:
 - a. Integration Test Results;
 - b. System Test Results;
 - c. Regression Test Results;
 - d. Performance Test Results; and
 - e. User Acceptance Test Results.
- 4. Operational Readiness Review (PD-15d) that documents the UOC Business Operations are ready for Go-Live, including the people, processes, and technology to confirm preparedness for operations. This deliverable includes, at a minimum:
 - a. Operational Readiness Test Results;
 - b. Operational Readiness Walk-through;
 - c. Go-Live Checklist including activities for:
 - i. Platform Technology;
 - ii. Customer Services;
 - iii. Business Services;
 - iv. Mail Room and Fulfillment; and
 - v. Communications.

PD-16: Post Implementation Report

1. The UOC Vendor shall develop and submit a Post Implementation Report (PD-16), which details planning and roadmaps for managing all system releases. For every UOC Project implementation, the UOC Vendor shall submit a Post Implementation Report, which details assessment of the implementation, lessons learned, deliverable close out (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.

The **PD-16** deliverable includes, at a minimum:

- a. Post Implementation Report;
- b. Lessons Learned;
- c. Deliverable Close Out;

- d. Monitoring information on the performance of the system/application during normal operations against original user requirements and any newly implemented requirements or changes;
- e. Monitoring information on customer satisfaction levels; and
- f. Monitoring business performance.

PD-17: Warranty Completion Report

1. The warranty period, warranty entrance criteria, and warranty exit criteria shall be defined during contract negotiations and covers the agreed upon requirements defined Attachment B, Scope of Services, Section B.10.3 – Warranty Requirements. The UOC Vendor shall correct defects that prevent the solution from operating according to Agency specifications. At the end of the warranty period, the UOC Vendor shall submit a Warranty Completion Report (PD-17), which shall detail all tasks completed during the warranty period and shall give a status of any remaining tasks that were not completed during the warranty period.

PD-18: Annual Operational Analysis (AOA)

1. The UOC Vendor shall develop and submit an **Annual Operational Analysis (PD-18)** in accordance with the **FX Project Life Cycle** (FXPLC) in the **T-7: Design and Implementation Management Standards** document, located in the **UOC Proposal Library.**

PD-19: Vendor Turnover Plan

 Not less than six (6) months prior to the end of the Contract, the UOC Vendor shall create, develop, and submit a Vendor Turnover Plan (PD-19) as described in Attachment B, Scope of Services, Section B.14. - UOC Solution Turnover, which shall include a proposed approach to turnover of the UOC Solution. This plan shall be implemented to safeguard continued functionality of system and services as deemed appropriate by the Agency.

The **PD-19** deliverable includes, at a minimum:

- a. Project Schedule;
- b. Turnover Work Breakdown Structure (WBS);
- c. Turnover Entrance and Exit Criteria;
- d. Documentation Updates and Inventory Analysis;
- e. System and User Documentation;
- f. Staffing Plan;
- g. Training Plan and Training;
- h. Coordination Plan and Turnover Agreement;
- i. Financial Reconciliation;
- j. Turnover Statement of Resources;
- k. Turnover Results Report; and
- I. The name and contact information of the person designated to manage and coordinate all turnover activities outlined in the Vendor Turnover Plan approved by the Agency.

1. PURPOSE

This Service Level Agreement (SLA) defines in quantitative terms the service levels to be provided by the UOC Vendor upon the effective date of UOC operations and maintenance (Go-Live), as agreed to by the Parties.

The intent of this SLA is to provide clear service expectations, targets, reporting, and remedies for non-compliance as defined in **Attachment B, Exhibit B-2a: Operations and Maintenance Service Level Metrics (SLMs)**. The purpose of this SLA is to ensure the proper elements and commitments are in place to provide consistent, ongoing delivery, support, and monitoring of contracted UOC services provided by the UOC Vendor.

This SLA outlines the parameters of the contracted operations and maintenance services to be provided by the UOC Vendor as they are mutually agreed to by the Parties under the terms of the Contract. This SLA will be reviewed annually, or as otherwise agreed to by the Parties. Proposed revisions that are mutually agreed to by the Parties shall be made effective through a Contract Amendment, signed by the Parties. Revisions to this SLA will be recorded in **Section 10: SLA Modifications** of this SLA.

2. AGENCY RESPONSIBILITIES

The Agency's Contract Manager, or designee, will manage this SLA and will be responsible for:

- A. Monitoring UOC Vendor adherence to the SLMs specified in Attachment B, Exhibit B-2a: Operations and Maintenance Service Level Metrics (SLMs) by accessing and validating performance data retrieved from the Performance Reporting Dashboard and other sources;
- B. Reviewing the SLA and SLM specifications with the UOC Vendor to identify needs for revision:
- C. Making revisions to this SLA as mutually agreed to by the Parties through processing of a formal Contract Amendment;
- D. Serving as a point of contact for all issues related to this SLA, including serving as liaison between the Agency's stakeholders and the UOC Vendor;
- E. Working with Agency and UOC Vendor staff to ensure specific Contract services needs are met and service levels are met; and
- F. Managing and resolving disputes regarding service level requirements or outcomes.

3. UOC VENDOR RESPONSIBILITIES

Upon the effective date of UOC Operations and Maintenance, the UOC Vendor shall monitor and ensure its adherence to the requirements specified in this SLA, in addition to all other requirements of this Contract. The UOC Vendor shall:

- A. Monitor and ensure adherence to the SLMs in Attachment B, Exhibit B-2a: Operations and Maintenance Service Level Metrics (SLMs);
- B. Review the SLA contents with the Agency's Contract Manager, quarterly or as otherwise agreed to by the Parties to identify needed revisions;
- C. Assist with enforcement of mutually agreed to SLA revisions through timely execution of a formal Contract Amendment;
- D. Work directly with the Agency to ensure specific Contract service needs of the Agency and its UOC customers and stakeholders are addressed via this SLA; and
- E. Collect, document, submit, and report accurate performance data to the Agency via the Performance Reporting Dashboard and other reporting methods as agreed to by the Parties and as defined in the Performance Reviews and Service Metrics Reporting section below.

4. SERVICE RESTRICTIONS

Table: 4.1 – SLM Service Restrictions and Exclusions below includes service restrictions and exclusions from the UOC Vendor's SLM requirements that will apply when determining the UOC Vendor's SLM adherence. Other restrictions as they relate to the services provided by the UOC Vendor may be mutually agreed upon between the Agency and the UOC Vendor.

| TABLE: 4.1 - | SLM SERVICE RESTRICTIONS AND EXCLUSIONS |
|--|---|
| Restriction | Exclusion |
| State Observed Holidays and Weekends | State observed holidays are declared by the State of Florida in accordance with section 110.117(1), Florida Statutes (F.S.). |
| | UOC Vendor SLM adherence shall not be subject to this exclusion for the following services: |
| | Where a state observed holiday falls on a weekend day, and is augmented by a state observed holiday on a weekday, the UOC Vendor's customer service agents and key staff shall operate and be available on that weekday; If state holidays, in addition to those specified in section 110.117(1), F.S., are declared by the Florida Governor, the UOC Vendor's customer service agents and key staff shall operate and provide Contract services on those days, unless otherwise directed by the Agency and agreed to by the Parties in writing; and |
| Scheduled System Maintenance Window | A weekly designated time period, as agreed to by the Agency, shall be used by the UOC Vendor to make changes to the UOC Solution. |
| Unscheduled System Downtime | An unscheduled/unplanned UOC system outage may occur without adequate user notification. The UOC Vendor shall make a <i>best effort</i> to provide notification to the Agency's Contract Manager and other system users but cannot guarantee |

| TABLE: 4.1 – SLM SERVICE RESTRICTIONS AND EXCLUSIONS | | | | | | |
|--|--|--|--|--|--|--|
| Restriction | Exclusion | | | | | |
| | notification to all system users in certain circumstances, such as | | | | | |
| | where the network (whole or part) is effectively out of service. | | | | | |
| Unscheduled System | An unscheduled UOC system outage resulting from associated | | | | | |
| Downtime Due to | systems or other required services/infrastructure that are deemed | | | | | |
| External Events | by the Agency to be beyond the UOC Vendor's control. The | | | | | |
| | UOC Vendor shall provide to the Agency all necessary | | | | | |
| | information for Agency determination. | | | | | |

5. PERFORMANCE REVIEWS AND SERVICE LEVEL METRICS

The Agency will monitor and conduct monthly performance reviews using a monitoring tool (**Performance Reporting Dashboard**) provided by the UOC Vendor. The **Performance Reporting Dashboard** shall support quality measurements and reports and include performance monitoring and standard monthly management views, as agreed upon by the Parties at no additional cost to the Agency. The **Performance Reporting Dashboard** shall be available on demand to Agency staff via a web browser. The automated reports and views shall be flexible and adaptable to changes in the quality measurements as agreed upon by the Parties during the term of the Contract.

Throughout the course of the Contract, the UOC Vendor shall measure its performance using the Performance Reporting Dashboard. The UOC Vendor shall export a monthly performance report (scorecard) from the **Performance Reporting Dashboard** in a format agreed upon by the Agency and submit to the Agency Contract Manager or designee(s) for review and approval by the date agreed upon by the Parties. The Agency Contract Manager and/or designee(s) will actively participate with the UOC Vendor at the end of each reporting period to discuss any identified **Service Level Default** or other matters related to the UOC Vendor's adherence to this SLA or other Contract requirements. The UOC Vendor shall post and maintain all prior **Performance Reporting Dashboard** contents and results in a location designated by the Agency for access by Agency staff via a web browser.

The requirements of this SLA, and the SLMs included in **Attachment B, Exhibit B-2a: Operations and Maintenance Service Level Metrics (SLMs)**, will be reviewed by the Agency and the UOC Vendor on a quarterly basis to assess any needed revisions. The frequency of these reviews may be modified as directed by the Agency. Revisions to this SLA and the SLMs shall be at the sole discretion of the Agency and shall be made effective through a Contract Amendment, executed by the Parties.

6. SERVICE LEVEL DEFAULT

A **Service Level Default** is a failure of the UOC Vendor to meet any SLM as specified in **Attachment B, Exhibit B-2a: Operations and Maintenance Service Level Metrics (SLMs)** during a monthly reporting period, provided the failure is not waived through an exclusion as specified in this SLA, or per the terms of the Contract.

If the UOC Vendor experiences a **Service Level Default** for one or more SLMs, the **Remedy for Non-Compliance** for the affected SLM will be imposed by the Agency, as specified in **Attachment B, Exhibit B-2a: Operations and Maintenance Service Level Metrics (SLMs)**. The UOC Vendor shall make every effort to utilize its on-site support staff to perform additional services needed to meet the SLMs specified in **Attachment B, Exhibit B-2a: Operations and Maintenance Service Level Metrics (SLMs)** and other requirements of the Contract. If the UOC Vendor's on-site staff are not available to perform the services, the UOC Vendor may utilize other UOC vendor staff resources with similar skill sets at no additional cost to the Agency, with advanced written approval of the Agency's Contract Manager or delegate. The UOC Vendor shall be responsible for the hours required to onboard any additional staff resource(s) to the point the resource(s) may begin performing work.

The UOC Vendor shall identify and report to the Agency all **Service Level Defaults** on a monthly basis. For each **Service Level Default**, the UOC Vendor shall identify the root cause and demonstrate that the failure was due to an excluded event or was not the responsibility of the UOC Vendor, if applicable.

The UOC Vendor shall cooperate and work in good faith with the Agency, its other vendors, and stakeholders, as applicable to determine the root cause of a significant **Service Level Default**. At the request of the Agency, the UOC Vendor shall discuss or meet with the Agency, its vendors and stakeholders, as appropriate to determine the issue(s) and outcome(s) of the root cause analysis. If the Agency determines, at its sole discretion, that the cause of the **Service Level Default** is beyond the control of the UOC Vendor, either through a root cause analysis or through an Exclusion as specified in this SLA, it will provide written notification to the UOC Vendor that the **Service Level Default(s)** has/have been waived and will not incur Remedy.

7. SERVICE CREDITS

At its sole discretion, the Agency may apply a **Service Credit** in lieu of a financial consequence for the UOC Vendor's **Service Level Default**. A **Service Credit** is considered a **Remedy**, and one **Service Credit** shall be the equivalent of eight (8) service hours provided by the UOC Vendor at a blended hourly rate for UOC Operations and Maintenance Program services as specified in the UOC Vendor's Price Response, included in the Contract.

Use of a **Service Credit** as a **Remedy** shall not preclude the Agency from exercising its termination rights in accordance with the terms of the Contract, or from exercising other **Remedies** available to the Agency under the Contract or law as a result of **Service Level Default**, breach or other non-performance by the UOC Vendor. The UOC Vendor irrevocably waives any claim or defense that **Service Credits** are not enforceable or that they constitute the Agency's sole and exclusive **Remedy** with respect to an occurrence or event that results in the occurrence of a **Service Level Default**. In the case of a **Service Level Default**, breach of Contract (or tort), or other non-performance by the UOC Vendor in adhering to Contract requirements, the UOC Vendor shall be entitled to an offset against such damages in the value of any **Service Credit** applied by the Agency for such failure to meet such requirement.

Once applied by the Agency as a **Remedy**, the Agency may accumulate and utilize any number of **Service Credits** toward any total monthly cost of the UOC Vendor's UOC operations and maintenance services at any time within the term of the Contract, or for additional services provided by the UOC Vendor under a Task Order or Contract Amendment throughout the term of the Contract. The current total available **Service Credits** shall be maintained and made available in a location identified by the Agency.

8. CORRECTIVE ACTION PLAN

The Corrective Action Plan (CAP), at the Agency's sole discretion, will provide an opportunity for the Vendor to resolve deficiencies without the Agency invoking more serious Remedies, up to and including Contract termination. A CAP is an additional Remedy and includes actions and efforts to be taken by the UOC Vendor to correct non-compliance with one or more Contract requirement, including adherence to this SLA. At its sole discretion, if the Agency determines that the UOC Vendor is out of compliance with any of the provisions of the Contract, it may require the UOC Vendor to submit a CAP within a specified timeframe. The CAP shall provide an opportunity for the UOC Vendor to resolve any Contract deficiency. It also provides a process whereby the UOC Vendor may improve ongoing Contract performance issues before the Agency imposes additional Remedies beyond the specified Financial Consequences, Liquidated Damages or Sanctions, up to and including Contract termination.

In the event the Agency identifies an ongoing occurrence of the UOC Vendor's violation or non-compliance with the Contract terms and determines the need for a **CAP**, the Agency will notify the UOC Vendor of the occurrence in writing and request a **CAP** with specifications on what information is to be included and the acceptance criteria for the **CAP**.

The UOC Vendor shall respond by providing a **CAP** to the Agency's Contract Manager within ten (10) business days from the Agency's **CAP** request. The Agency may require modifications to the **CAP** and will provide approval or a request for modification to the UOC Vendor within five (5) business days from the original submission date of the **CAP**. If modifications are required, the UOC Vendor shall provide a revised **CAP** within five (5) business days from the Agency's revision request. If the revised **CAP** does not meet the acceptance criteria included in the Agency's **CAP** request and is deemed not acceptable to the Agency, the UOC Vendor shall be fined \$500 per day until an acceptable **CAP** is received. The UOC Vendor may implement the **CAP** only after it is approved by the Agency's Contract Manager or delegate. Upon Agency approval of the UOC Vendor's **CAP**, the UOC Vendor shall take efforts to remedy its non-compliance by the date or time period specified in the **CAP** or as otherwise agreed to by the Parties. If the agreed upon **CAP** is not implemented timely by the UOC Vendor, the Agency may issue an additional **CAP** request, or seek additional Remedies as specified in the Contract, up to and including Contract termination.

9. REMEDIES

A **Remedy** shall be used by the Agency to address the UOC Vendor's **Service Level Default** or other non-compliance with the terms of the Contract. The Parties agree that any failure of the

UOC Vendor to provide the Contract services and meet Contract requirements may result in one or more of the following Remedies:

- A. Assessment and application of specified **Financial Consequences** or **Service Credits** by the Agency;
- B. **Corrective Action Plan** and escalation of the issue(s) or non-compliance to the UOC Vendor's senior management for resolution;
- C. Non-payment for a deliverable; and
- D. Termination of the Contract.

10. SLA MODIFICATIONS

This section references any subsequent amendments to this SLA, following execution of the original Contract. Any changes to this SLA shall be made via a Contract Amendment, executed by the Parties and in accordance with the terms of the Contract.

<Amendments>

11. SERVICE LEVEL METRICS

The Service Level Metrics, including assigned Financial Consequences, related to this SLA can be found in **Attachment B**, **Exhibit B-2a**: **Operations and Maintenance Service Level Metrics** (SLMs).

| SLM Number | SLM Description | Measurement Formula | Data Source | Measure- ment Frequency | Reporting Frequency | Financial Consequence |
|------------|---|--|--|-------------------------------|---------------------|--|
| SLM-B001 | The UOC Vendor shall operate the Contact Center toll-free phone lines from 8 a.m. to 6 p.m., Eastern Time, on all state business days, Monday through Friday (excluding state holidays). | Operations hours = number of hours operational between 8-5 for business days in a month divided by the total number of hours between 8-5 for the month | Contact Center Management System | Daily | Monthly | If the UOC Vendor experiences non-operational periods during a given month, for every .5 hours of non-operational time in a month the Agency Contract Manager may impose financial consequences of \$3,000.00 up to two (2) hours. For every .5 hours of non-operational time over two (2) hours and up to eight (8) hours the Agency Contract Manager may impose financial consequences of \$9,000.00. For every .5 hours of non-operational time over eight (8) hours the Agency Contract Manager may impose financial consequences of \$18,000.00. |
| SLM-B002 | The UOC Vendor's telephony solution shall record 100% of voice and data records for each contact. | Recorded Calls = Total number of minutes of recorded representative calls divided by the total number of call minutes directed to representatives. | Contact Center Management System | Daily | | If the UOC Vendor experiences non-recording periods during a given month for every percentage point of minutes of non-recorded data in a month the Agency Contract Manager may impose financial consequences of \$1,000.00 up to four (4) percent. For every percentage point of non-recorded time over four (4) percent and up to eight (8) percent the Agency Contract Manager may impose financial consequences of \$3,000.00. For every percentage point of non-recorded time over eight (8) percent the Agency Contract Manager may impose financial consequences of \$9,000.00. |
| SLM-B003 | The UOC Vendor shall ensure 100% of voice and data records are retained and immediately available to Agency staff for reporting and review following Agency retention policies. | Recorded Call retention = Total number of recorded calls retained divided by the total number of calls received | Contact Center Management System | Daily | Monthly | If the UOC Vendor experiences record retention problems during a given month for every percentage point of call data lost in a month the Agency Contract Manager may impose financial consequences of \$1,000.00 up to four (4) percent. For every percentage point of call data lost over four (4) percent and up to eight (8) percent the Agency Contract Manager may impose financial consequences of \$3,000.00. For every percentage point of call data lost over eight (8) percent the Agency Contract Manager may impose financial consequences of \$9,000.00. |
| SLM-B004 | The UOC Vendor shall answer 95% of calls within sixty (60) seconds, after the caller makes a selection for a live agent in the IVR. | Average speed = total seconds from calls in queue divided by the number of calls in queue | Contact Center Management System | Daily | Monthly | If the UOC Vendor does not reach this service level metric the Agency Contract Manager may impose financial consequences of \$3,000.00 for each percentage point under 95% up to five percentage points (90%). For every percentage point under 90% the Agency Contract Manager may impose financial consequences of \$9,000.00 up to five percentage points (85%). For every percentage point under 85% the Agency Contract Manager may impose financial consequences of \$18,000.00. |
| SLM-B005 | The UOC Vendor shall ensure the total number of blocked calls (actual or artificial) measured against the total inbound calls shall not exceed one half of one percent (.5%) per month. | Percent blocked = number of calls that received a busy signal divided by the total number of calls | Contact Center Management System | Daily | Monthly | If the UOC Vendor does not reach this service level metric the Agency Contract Manager may impose financial consequences of \$9,000.00 for each half percentage point over .5% up to 10 percentage points (10%). For each half percentage point over 10% the Agency Contract Manager may impose financial consequences of \$18,000.00 for each half percentage point up to 20 percentage points. For each half percentage point over 20% the Agency Contract Manager may impose financial consequences of \$24,000.00 for each half percentage point. |
| SLM-B006 | The UOC Vendor shall ensure the total number of abandoned calls (actual or artificial) measured against the total inbound calls that are routed through the IVR to a CSR queue shall not exceed three percent (3%) per month. | Percent abandoned = total number of dropped calls (of 60+ seconds) after entering the queue divided by the total number of calls (of 60+ seconds) placed in queue | Contact Center Management System | Daily | Monthly | If the UOC Vendor does not reach this service level metric the Agency Contract Manager may impose financial consequences of \$9,000.00 for each half percentage point over 3% up to 5 percentage points (8%). For each half percentage point over 8% the Agency Contract Manager may impose financial consequences of \$18,000.00 for each half percentage point up to 12 percentage points (20%). For each half percentage point over 20% the Agency Contract Manager may impose financial consequences of \$24,000.00 for each half percentage point. |
| SLM-B007 | The UOC Vendor's voice messaging system shall be available during non-business hours, excluding Agency approved planned downtime. | Availability percentage = unplanned Downtime (Total Downtime-approved Downtime) divided by Total time (24X7). | Contact Center Management System | Daily | Monthly | If the UOC Vendor experiences voice messaging system unplanned downtime during a given month, for every percentage point of unplanned down time in a month the Agency Contract Manager may impose financial consequences of \$1,000.00 up to four (4) percent. For every percentage point of voice messaging system unplanned downtime over four (4) percent and up to eight (8) percent the Agency Contract Manager may impose financial consequences of \$3,000.00. For every percentage point of unplanned downtime over eight (8) percent the Agency Contract Manager may impose financial consequences of \$9,000.00. |

| SLM-B008 | UOC Vendor shall ensure that 100% of calls requesting a call back remain in queue without being cleared during normal business hours and are responded to as scheduled. | Percentage called back = number of callers in queue that have their call returned while remaining in queue divided by the total number of calls that request a call back | Contact Center Management System | Daily | Monthly | If the UOC Vendor experiences issues responding to calls requesting a call back during a given month, for every percentage point of call backs not completed in a month the Agency Contract Manager may impose financial consequences of \$1,000.00 up to four (4) percent. For every percentage point of call backs not completed over four (4) percent and up to eight (8) percent the Agency Contract Manager may impose financial consequences of \$3,000.00. For every percentage point of call backs not completed over eight (8) percent the Agency Contract Manager may impose financial consequences of \$9,000.00. |
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| SLM-B009 | The UOC Vendor shall initiate contact to respond to 99% of all voice messages between 8 a.m. and 4 p.m. no later than the next business day. 100% should be responded to within two (2) business days. | Percent of voice messages returned = number of voice messages responded from previous day divided by the total number of voice messages received on the previous day | Contact Center Management System | Daily | Monthly | If the UOC Vendor experiences issues responding to all voice messages during a given month, for every percentage point of voice messages below 99% not responded to the next business day the Agency Contract Manager may impose financial consequences of \$1,000.00 up to four (4) percent (95% next day response). For every percentage point of over four (4) percent the Agency Contract Manager may impose financial consequences of \$3,000.00. For every percentage point of voice messages not responded to by the second business day the Agency Contract Manager may impose financial consequences of \$9,000.00. |
| SLM-B010 | The UOC Vendor shall transfer or route callers to the appropriate entity or partner agency with a 99% accuracy rate based on Agency Quality Control review. | Percent appropriate transfers = number routed to the appropriate partner divided by the total number of calls routed | Operational Monitoring Scorecard | Daily | Monthly | If the UOC Vendor experiences issues routing callers to the appropriate entity or partner agency during a given month, for every percentage point of below the target 99% accuracy rate the Agency Contract Manager may impose financial consequences of \$9,000.00 up to four (4) percent (accuracy rate of 95%). For every percentage point below a 95% accuracy rate the Agency Contract Manager may impose financial consequences of \$18,000.00. |
| SLM-B011 | The UOC Vendor shall escalate at a minimum 97% of contacts that require escalation to the appropriate business processing unit or other FX Module Vendor based on Agency Quality Control review. | Percent appropriate escalations = number escalated to the appropriate business unit or FX FX Module Vendor divided by the total number of calls escalated | CRM | Daily | Monthly | If the UOC Vendor experiences issues escalating callers to the appropriate business processing unit or other FX Module Vendor during a given month, for every percentage point of below the target 97% accuracy rate the Agency Contract Manager may impose financial consequences of \$9,000.00 up to four (4) percent (accuracy rate of 93%). For every percentage point below a 93% accuracy rate the Agency Contract Manager may impose financial consequences of \$18,000.00. |
| SLM-B012 | The UOC Vendor shall review agent's communications quality at least weekly using a quality control methodology and sampling rate mutually agreed to by both parties and provide coaching to agents, as needed. | Quality review = number of reviews conducted divided by the number of agents | Monitoring Scorecard | Daily | Monthly | If the UOC Vendor experiences issues completing weekly agent reviews during a given month, for every percentage point of reviews missed that month the Agency Contract Manager may impose financial consequences of \$3,000.00 up to four (4) percent (96% review rate). For every percentage point below a 96% review rate the Agency Contract Manager may impose financial consequences of \$9,000.00. |
| SLM-B013 | The UOC Vendor shall ensure stakeholder inquiries or issues that can be resolved on first contact actually are resolved ninety six percent (96%) of the time upon first contact with the Contact Center based on Agency Quality Control review. | First contact resolution = inquiries resolved without additional contacts divided by the total number of inquiries | CRM | Daily | Monthly | If the UOC Vendor experiences issues resolving client questions and concerns upon first contact during a given month, for every percentage point of calls not resolved on first contact below the target of 96% the Agency Contract Manager may impose financial consequences of \$3,000.00 up to four (4) percent (92% first call resolution rate). For every percentage point of calls not resolved on first contact below 92% the Agency Contract Manager may impose financial consequences of \$9,000.00. |
| SLM-B014 | The UOC Vendor shall respond to 90% of inquiries (telephone, voicemail, chat, mail, email, text, etc.) that require a researched response within two (2) business days and 99% within five (5) business days. | Average research response rate = number of research inquiries responded within two (2) days divided by the total number received | Operational Reports | Daily | Monthly | If the UOC Vendor experiences issues responding to inquiries within the specified time periods during a given month, for every percentage point below 90% of inquiries not responded to after two business days the Agency Contract Manager may impose financial consequences of \$3,000.00 up to four (4) percent (86% inquiry response). For every percentage point below 86% of inquiries not responded to after two business days the Agency Contract Manager may impose financial consequences of \$9,000.00. For every percentage point below 99% of inquiries not responded to after five business days the Agency Contract Manager may impose financial consequences of \$18,000.00. |
| SLM-B015 | The UOC Vendor's response to inquiries (telephone, voicemail, chat, mail, email, text, etc.) that require research must achieve a minimum accuracy rate of 97%, based on Agency Quality Control review. | Average research response accuracy rate = number of research inquiries responded accurately divided by the total number received | Operational Reports | Daily | Monthly | If the UOC Vendor experiences issues achieving accuracy responding to inquiries that require research, for every half of a percentage point below the target 97% monitoring score the Agency Contract Manager may impose financial consequences of \$3,000.00 up to two percent (accuracy rate of 95%). For every half percentage point below a 95% accuracy rate the Agency Contract Manager may impose financial consequences of \$9,000.00 up to two percent (accuracy rate of 93%). For every half percentage point below a 93% accuracy rate the Agency Contract Manager may impose financial consequences of \$18,000.00. |

| SLM-B016 | The UOC Vendor will document, in the Customer Relationship Management (CRM) system, all communications, interactions, activities, complaints, request for outreach and training during first contact, and any subsequent follow-ups, one hundred percent (100%) of the time. | CRM documentation = number of contacts documented in the CRM divided by the total number of contacts | CRM | Daily | Monthly | If the UOC Vendor experiences undocumented contacts during a given month, for every percentage point of contacts that go undocumented in a month the Agency Contract Manager may impose financial consequences of \$3,000.00 up to four (4) percent. For every percentage point of contacts that go undocumented over four (4) percent and under eight (8) percent the Agency Contract Manager may impose financial consequences of \$9,000.00. For every percentage point of contacts that go undocumented over eight (8) percent the Agency Contract Manager may impose financial consequences of \$18,000.00. |
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| SLM-B017 | Callers shall report Contact Center satisfaction at or above ninety percent (90%) based on average monthly survey results. | Client satisfaction = total accumulate score for survey responses divided by the total number of responses | Caller Satisfaction Surveys | Monthly | Monthly | If the UOC Vendor experiences issues achieving caller satisfaction of 90% during a given month, for every percentage point below the target 90% satisfaction score the Agency Contract Manager may impose financial consequences of \$1,000.00 up to four (4) percent (satisfaction level of 86%). For every percentage point below a 86% satisfaction level the Agency Contract Manager may impose financial consequences of \$3,000.00 up to four (4) percent (82%). For every percentage point below a 82% satisfaction level the Agency Contract Manager may impose financial consequences of \$9,000.00. |
| SLM-B018 | The UOC Vendor shall process 100% of incoming mail (physical and electronic), received prior to 12 p.m. Eastern time, following Agency approved procedures (opening, scanning, indexing, uploading, etc.) within one business day. | Mail processing = total pieces of mail processed following approved procedures divided by the total pieces of mail received | Operational Reports | Daily | Monthly | If the UOC Vendor experiences issues processing all incoming mail within one business day during a given month, for every percentage point of mail not processed by the one-day deadline in a given month the Agency Contract Manager may impose financial consequences of \$9,000.00 up to four (4) percentage points. For every percentage of mail not processed by the one-day deadline over four (4) percent the Agency Contract Manager may impose financial consequences of \$18,000.00. |
| SLM-B019 | The UOC Vendor shall index, link, and upload to the appropriate business user or FX Module Vendor 99.5% of incoming mail appropriately, based on Agency Quality Control review. | Mail link and upload - the number of pieces of mail linked and uploaded to an appropriate file in a single business day divided by the total number of pieces of mail linked and uploaded to a file | Operational Reports | Daily | Monthly | If the UOC Vendor experiences issues achieving the required 99.5% accuracy rate on incoming mail indexing, linking, and uploading during a given month, for every half percentage point of mail not accurately processed the Agency Contract Manager may impose financial consequences of \$3,000.00 up to two percentage points (accuracy rate of 97.5%). For every half percentage point below a 97.5% accuracy rate the Agency Contract Manager may impose financial consequences of \$9,000.00 up to two percent (accuracy rate of 95.5%). For every half percentage point below a 95.5% accuracy rate the Agency Contract Manager may impose financial consequences of \$18,000.00. |
| SLM-B020 | The UOC Vendor will send workflow notification to the appropriate business unit or FX Module Vendor 99.5% of the time when incoming documents or information are received, based on Agency Quality Control review. | Document notification - number of notifications sent to the business unit or FX Module Vendor divided by the total pieces of provider documents or information received | Operational Reports | Daily | Monthly | If the UOC Vendor experiences issues achieving the required 99.5% workflow notification rate when documents or notifications are received during a given month, for every half percentage point of necessary notifications not sent the Agency Contract Manager may impose financial consequences of \$3,000.00 up to two percentage points (notification rate of 97.5%). For every half percentage point below a 97.5% notification rate the Agency Contract Manager may impose financial consequences of \$9,000.00 up to two percent (notification rate of 95.5%). For every half percentage point below a 95.5% notification rate the Agency Contract Manager may impose financial consequences of \$18,000.00. |
| SLM-B021 | The UOC Vendor shall print and mail 100% of outbound general correspondence within a timeframe agreed upon by the Agency that complies with federal or state regulations from receipt of notification by the Agency or FX Module Vendor systems or an agreed upon timeframe for special large volume mailings. | Outbound correspondence - number of outbound correspondence sent within the required timeframe of notification divided by the total anticipated mail volume based on triggering notifications | Operational Reports | Daily | Monthly | If the UOC Vendor experiences issues printing and mailing outbound general correspondence within the Agency-specified timeframe during a given month, for every percentage point of mail not processed by the timeframe deadline in a given month the Agency Contract Manager may impose financial consequences of \$18,000.00 up to four (4) percentage points. For every percentage point of outbound general correspondence not mailed by the required timeframe over four (4) percent the Agency Contract Manager may impose financial consequences of \$24,000.00. |
| SLM-B022 | The UOC Vendor shall complete 100% of print and mail requests in accordance with Agency requirements based on Agency Quality Control review. | Print request in accordance with requirement = print in mail request meeting specifications divided by the total number of print requests | Operational Reports | Daily | Monthly | If the UOC Vendor does not reach this service level metric the Agency Contract Manager may impose financial consequences of \$9,000.00 for each percentage point below the required 100% service level metric. |
| SLM-B023 | The UOC Vendor shall process 100% of returned mail, received prior to 12 p.m. Eastern time, following Agency approved procedures (opening, scanning, indexing, uploading, etc.) within one (1) business day. | Returned mail timeliness = number of pieces of returned mail processed within two (2) business days divided by the total number of pieces of returned mail processed | Operational Reports | Daily | Monthly | If the UOC Vendor experiences issues processing all returned mail within one business day during a given month, for every percentage point of returned mail not processed by the one-day deadline in a given month the Agency Contract Manager may impose financial consequences of \$9,000.00 up to four (4) percentage points. For every percentage of returned mail not processed by the one-day deadline over four (4) percent the Agency Contract Manager may impose financial consequences of \$18,000.00. |

| SLM-B024 | The UOC Vendor will send workflow notification to the Provider Services Module (PSM) 100% of the time within three (3) business days when a provider's mail is returned. | Returned mail notification - number of notifications sent to the PSM divided by the total pieces of provider returned mail | Operational Reports | Daily | Monthly | If the UOC Vendor does not reach this service level metric the Agency Contract Manager may impose financial consequences of \$24,000.00 for each percentage point below the required 100% service level metric. |
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| SLM-B025 | The UOC Vendor shall forward 100% of enrollee returned mail for which the post office has provided a new address, to the new address within three (3) business days of receipt of the returned mail. | Returned mail forwarding = number of pieces of returned mail forwarded within three (3) business days divided by the total number of pieces of returned mail forwarded | Operational Reports | Daily | Monthly | If the UOC Vendor does not reach this service level metric the Agency Contract Manager may impose financial consequences of \$3,000.00 for each percentage point below the required 100% service level metric. |
| SLM-B026 | The UOC Vendor shall make three (3) attempts to contact 100% of enrollees within three (3) business days that mail is returned by the post office without a forwarding address. | Returned mail contact = number enrollee contacted three times within three (3) business days divided by the total number of enrollees that required contact for returned mail | Operational Reports | Daily | Monthly | If the UOC Vendor does not reach this service level metric the Agency Contract Manager may impose financial consequences of \$3,000.00 for each percentage point below the required 100% service level metric. |
| SLM-B027 | The UOC Vendor shall send 100% of returned electronic mail via Surface Mail to the mailing address on file within two (2) business days of receiving evidence of no delivery. | Returned electronic mail = number of electronic mail items returned that are mailed via the postal service within two (2) business days divided by the total number of returned electronic mail items | Operational Reports | Daily | Monthly | If the UOC Vendor does not reach this service level metric the Agency Contract Manager may impose financial consequences of \$3,000.00 for each percentage point below the required 100% service level metric. |
| SLM-B028 | The UOC Vendor shall process 100% of the Recipient Medicaid Eligibility files provided by the Agency, its designated agent, or other state agency prior to the start of the business day. | File processing = number of files received divided by the number processed | Operational Reports | Daily | Monthly | If the UOC Vendor experiences issues processing all Recipient Medicaid Eligibility files during a given month, for every percentage point below the target 100% processing before business day start rate the Agency Contract Manager may impose financial consequences of \$9,000.00 up to three percent (97% processing before business day start rate). For every percentage point below a 97% the Agency Contract Manager may impose financial consequences of \$18,000.00 up to three percent (94%). For every percentage point below a 94% processing before business day start rate the Agency Contract Manager may impose financial consequences of \$24,000.00. |
| SLM-B029 | The UOC Vendor shall determine, for each recipient record processed during eligibility processing, with 100% accuracy the enrollment category for mandatory, voluntary and excluded Enrollment in the MMA and LTC components of the SMMC program following the automatic assignment criteria. | Enrollment category accuracy = number of recipients assigned to the appropriate enrollment category divided by the total number of recipients received for evaluation | Operational Reports | Daily | Monthly | If the UOC Vendor experiences issues accurately determining recipient enrollment category during a given month, for every percentage point below the target 100% accuracy rate the Agency Contract Manager may impose financial consequences of \$9,000.00 up to three percent (97% accuracy rate). For every percentage point below a 97% the Agency Contract Manager may impose financial consequences of \$18,000.00 up to three percent (94%). For every percentage point below a 94% accuracy rate the Agency Contract Manager may impose financial consequences of \$24,000.00. |
| SLM-B030 | The UOC Vendor shall apply the Automatic Assignment criteria, as defined by the Agency to 100% of all required recipients. | Automatic assignment = number of enrollments that were appropriately assigned using the automatic assignment criteria divided by total assignments | Operational Reports | Daily | Monthly | If the UOC Vendor experiences issues applying the automatic assignment criteria to a portion of required recipients during a given month, for every percentage point below the target of 100% the Agency Contract Manager may impose financial consequences of \$9,000.00 up to three percent (97%). For every percentage point below a 97% the Agency Contract Manager may impose financial consequences of \$18,000.00 up to three percent (94%). For every percentage point below a 94% the Agency Contract Manager may impose financial consequences of \$24,000.00. |
| SLM-B031 | The UOC Vendor shall provide Enrollment Packages to 100% of all Mandatory and Voluntary, Newly Eligible Enrollees within two (2) business days as directed by the Agency. | Mandatory enrollment package timeliness = number of mandatory/voluntary enrollment packages generated within two (2) business days divided by the total number generated | Operational Reports | Daily | Monthly | If the UOC Vendor experiences issues providing Enrollment Packages to 100% of all Mandatory and Voluntary, Newly Eligible Enrollees within two business days during a given month, for every percentage point below the target of 100% the Agency Contract Manager may impose financial consequences of \$1,000.00 up to three percent (97%). For every percentage point below a 97% the Agency Contract Manager may impose financial consequences of \$3,000.00 up to three percent (94%). For every percentage point below a 94% the Agency Contract Manager may impose financial consequences of \$9,000.00. |

| SLM-B032 | The UOC Vendor shall offer 100% of enrollees the option to receive Enrollee Materials in an electronic format, validated by the UOC Vendor through reporting and supporting evidence. | Other communication channels = total number of enrollees offers alternative communication channels divided by the total number of enrollees receiving material | Operational Reports | Daily | Monthly | If the UOC Vendor experiences issues 100% of enrollees shall be offered the option to receive Enrollee Materials in an electronic format during a given month, for every percentage point below the target of 100% the Agency Contract Manager may impose financial consequences of \$1,000.00 up to three percent (97%). For every percentage point below a 97% the Agency Contract Manager may impose financial consequences of \$3,000.00 up to three percent (94%). For every percentage point below a 94% the Agency Contract Manager may impose financial consequences of \$9,000.00. |
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| SLM-B033 | The UOC Vendor shall fulfill 100% of forms orders within the timeframe specified by the Agency, based on Agency Quality Control review. | Form fulfillment = number of orders fulfilled divided by the total number of orders placed | Operational Reports | Daily | Monthly | If the UOC Vendor does not reach this service level metric the Agency Contract Manager may impose financial consequences of \$3,000.00 for each percentage point below the required 100% service level metric. |
| SLM-B034 | The UOC Vendor shall track and record 100% of print and mail requests activities, based on Agency Quality Control review. | Track, print, and mail request = number of requests tracked and recorded divided by the total number of requests | Operational Reports | Daily | Monthly | If the UOC Vendor does not reach this service level metric the Agency Contract Manager may impose financial consequences of \$3,000.00 for each percentage point below the required 100% service level metric. |
| SLM-B035 | The UOC Vendor shall produce and distribute 100% of all outbound background screening results to individual providers or facilities via certified mail. | Results generated in certified mail = number of certified letters generated divided by the total number of BGS results mailed | Operational Reports | Daily | Monthly | If the UOC Vendor does not reach this service level metric the Agency Contract Manager may impose financial consequences of \$18,000.00 for each percentage point below the required 100% service level metric. |
| SLM-B036 | The UOC Vendor shall send an acknowledgement to the provider or recipient for 100% of complaints immediately upon receipt. | Complaint acknowledgment = number of complaints acknowledged divided by the total number of complaints | Operational Reports | Daily | Monthly | If the UOC Vendor experiences issues sending an acknowledgement to the provider or recipient for 100% of complaints immediately upon receipt during a given month, for every percentage point below the target of 100% the Agency Contract Manager may impose financial consequences of \$1,000.00 up to three percent (97%). For every percentage point below a 97% the Agency Contract Manager may impose financial consequences of \$3,000.00 up to three percent (94%). For every percentage point below a 94% the Agency Contract Manager may impose financial consequences of \$9,000.00. |
| SLM-B037 | The UOC Vendor, upon notification from the Agency, shall immediately produce and distribute notification to the provider of the outcome for 100% of complaints. | Complaint outcome notification = number of notifications produced and distributed to providers divided by the total number sent by the Agency to the UOC Vendor to generate | Operational Reports | Daily | Monthly | If the UOC Vendor experiences issues immediately producing and distributing notifications to the provider of the outcome for 100% of complaints upon notification from the Agency during a given month, for every percentage point below the target of 100% the Agency Contract Manager may impose financial consequences of \$1,000.00 up to three percent (97%). For every percentage point below a 97% the Agency Contract Manager may impose financial consequences of \$3,000.00 up to three percent (94%). For every percentage point below a 94% the Agency Contract Manager may impose financial consequences of \$9,000.00. |
| SLM-B038 | The UOC Vendor shall conduct 100% of outreach activities within scheduled timeframes as approved by the Agency. | Outreach preparation = preparation task completion compared to outreach preparation schedule | Project Schedule | Monthly | Monthly | If the UOC Vendor does not reach this service level metric the Agency Contract Manager may impose financial consequences of \$1,000.00 for each percentage point below the required 100% service level metric. |
| SLM-B039 | The UOC Vendor shall develop and deliver 100% of required training materials within required timeframes in coordination with the Agency. | Development and delivery = development and delivery tasks completed compared to the scheduled timeframe | Project Schedule | Monthly | Monthly | If the UOC Vendor does not reach this service level metric the Agency Contract Manager may impose financial consequences of \$1,000.00 for each percentage point below the required 100% service level metric. |
| SLM-B040 | The UOC Vendor shall track 100% of training registrants and participants in the LMS immediately upon registration. | LMS tracking = number of training registrants entered into the LMS within one (1) business day divided by the number of registrants | LMS Reporting | Monthly | Monthly | If the UOC Vendor does not reach this service level metric the Agency Contract Manager may impose financial consequences of \$1,000.00 for each percentage point below the required 100% service level metric. |
| SLM-B041 | The UOC Vendor shall contact the provider and schedule an on-site visit to occur within five (5) business days, or at the time requested by the provider, when a provider or representative of a provider (e.g., billing agent or consultant) request training. | On-site scheduling = the number of on-site training scheduled in a month within five (5) business days of the request divided by the total number of on-site training requests | CRM | Monthly | Monthly | If the UOC Vendor does not reach this service level metric the Agency Contract Manager may impose financial consequences of \$1,000.00 for each percentage point below the required 100% service level metric. |

| SLM-B043 | The UOC Vendor shall track and correct errors discovered in published materials and maintain a 98.5% accuracy rate with respect to UOC Vendor generated errors. | Errors in published materials = the number of published materials containing an error divided by the total number of published materials | Operational Reports | Monthly | Monthly | If the UOC Vendor does not reach this service level metric the Agency Contract Manager may impose financial consequences of \$1,000.00 for each percentage point below the required 100% service level metric. |
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| SLM-B044 | The UOC Vendor shall publish 100% communications materials electronically within one (1) business day of Agency approval. | Electronic publication = the number of publications converted and posted in an electronic format within one (1) business day divided by the total number of publications converted and posted in an electronic format | Operational Reports | Monthly | Monthly | If the UOC Vendor does not reach this service level metric the Agency Contract Manager may impose financial consequences of \$1,000.00 for each percentage point below the required 100% service level metric. |
| SLM-B045 | The UOC Vendor shall ensure that 100% of external user's (e.g., providers, recipients, etc.) password requests are resolved within one (1) business day when within the control of the UOC Vendor. | Password reset timeliness = number of password reset requests completed in one (1) business day divided by the total number of password reset requests | CRM | Monthly | Monthly | If the UOC Vendor does not reach this service level metric the Agency Contract Manager may impose financial consequences of \$9,000.00 for each percentage point below the required 100% service level metric. |
| SLM-B046 | The UOC Vendor shall notify internal and external users to report FX system issues, FX downtime (scheduled or unscheduled), and FX System status updates 100% of the time with advance notice of 72 hours for scheduled and within 30 minutes for unscheduled starting at the point of identification. | Scheduled downtime notification = total notifications sent at least 72 hours in advance divided by the total number of notifications. Unscheduled downtime notification = total number of notifications sent within 30 minutes of identification divided by the total number of notifications sent | CRM | Monthly | Monthly | If the UOC Vendor does not reach this service level metric the Agency Contract Manager may impose financial consequences of severity level 3 for each month where reporting is below the required 100% service level metric. |
| SLM-B047 | The UOC Vendor shall comply with the resulting Contract requirements to have all staff complete training and pass Agency-approved testing prior to providing services under the Contract. | Total number of staff poviding services under the contract minus the total number of staff who have completed the training and testing requirements to provide services under the contract | LMS Reporting, Testing Reports | Monthly | Monthly | If the UOC Vendor does not have 100% staff complete training and pass Agency-approved testing prior to providing services under the resulting Contract, the Agency Contract Manager may impose financial consequences of \$500.00 per calendar day per staff member that is not trained and/or has not passed the test within the specified timeframe. |
| SLM-T001 | The Solution provided by the UOC Vendor shall be available 99.5% of the time for every component of the solution, twenty-four (24) hours a day, seven (7) days a week, excluding Agency approved planned downtime. Critical is defined as an outage that has a high probability of reoccurring. | 2 consecutive 5 minute pings based on hours in a day * minutes in an hour * seconds in a minute (432 seconds is 0.5% of the above calculation) | Application monitoring software | 5 minutes | Daily | \$9,000.00 for each minute that Application and System Availability falls below 99.5%; \$3,000.00 for each minute that Application and System Availability falls below 99.5% for User Acceptance environment. Consequences related to T001 are not to exceed \$72,000.00 in a given month. |
| SLM-T002 | Upon Agency request, the UOC Vendor shall restore archived data within twenty-four (24) hours of the request. | Time of submission minus time of request greater than twenty-four (24) hours | Data Archive | Single Occurrence | Single Occurrence | \$3,000.00 for each Data Restore execution that does not meet the performance standard. |
| SLM-T003 | the UOC Vendor shall provide monthly SLA performance reports. Monthly SLA performance reports shall be produced in a manner previously agreed to bythe Agency within ten (10) business days of the end of the month. | End of month minus Time of submission should be ten (10) or greater | Physical report | Monthly | Monthly | the UOC Vendor shall submit SLA Monthly Performance Reports that show the agreed to performance metrics. The Financial Consequences for failure to provide the report timely or in a manner acceptable to the Agency shall be \$9,000.00 a day for each business day the report is not received or acceptable. |
| SLM-T004 | the UOC Vendor shall provide a solution capable of Recovery Time of fifteen (15.0) minutes or less for each Recovery executed. | Time recovery completed minus time recovery initiated greater than fifteen (15) minutes | Test Execution | Yearly | Yearly | \$3,000.00 for each minute for Recovery Point execution that does not meet the performance standard. Total financial consequences for T004 not to exceed three times \$18,000.00 in a given month. |

| SLM-T005 | ' ' | Time recovery initiated minus the time stamp on the most recent recovery point greater than fifteen (15) minutes | Test Execution | Yearly | Yearly | \$3,000.00 for each minute for that recovery initiation time stamp minus the time stamp on the most recent recovery point does not meet the performance standard. Total financial consequences for T005 not to exceed three times \$18,000.00 in a given month. |
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| SLM-T006 | The UOC Vendor's Solution shall accommodate an average user interface response time of two seconds or less per discrete transaction, unless the response time exceeding two seconds is due to circumstances beyond the control of UOC Vendor. The transactions measured will be those that are local to the UOC Vendor's solution. | Total time of all UI transactions executed divided by the total sum of transaction execution times Synthetic transactions will by generated and submitted, which represent the critical business functions as determined by the Agency | Performance monitoring logs | 15 minutes | Monthly | \$18,000.00 per month if the average user interface response time is greater than two seconds, unless the response time exceeding two seconds is due to circumstances beyond the control of the UOC Vendor. |
| SLM-T007 | , , , | Time of report received minus time of incident not to exceed 2 (two) hours | Security Incident report | Per Occurrence | Per Occurrence | \$18,000.00 per Security Incident per day in which the Agency is not notified by UOC Vendor of ar incident within the time period described in the Business Associates Agreement for identification or UOC Vendor fails to take corrective action mitigation of the potential or actual Security Incident within two hours following the identification of each incident. |
| SLM-T008 | The UOC Vendor shall perform patching and corrections to mitigate security vulnerabilities according to the vulnerability priority: Urgent within twenty-four (24) hours, Critical priority within seven (7) calendar days, High priority within thirty (30) calendar days, Medium priority within ninety (90) calendar days, Low priority within one hundred eighty (180) calendar days. The Agency will determine the level of priority in consultation with the UOC Vendor. | Time vulnerability corrected minus Time vulnerability identified | Security vulnerability scans | Quarterly | | \$18,000.00 per occurrence if the patch or correction is not Implemented within the Performance Standard timeframe. |