CONTRACT #7
RFS # 345.01-00710
FA # 06-16695

Human Services

VENDOR:
ACS State and Local Solutions, Inc.

STATE OF TENNESSEE
DEPARTMENT OF HUMAN SERVICES
CITIZENS PLAZA BUILDING
400 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1403

TELEPHONE: 615-313-4700 FAX: 615-741-4165
TTY: 1-800-270-1349
www.state.tn.us/humanserv/

PHIL BREDESEN
GOVERNOR

VIRGINIA T. LODGE
COMMISSIONER

March 29, 2010

RECEIVED
MAR 29 2010
FISCAL REVIEW

Mr. James W. White, Executive Director
Tennessee General Assembly
Fiscal Review Committee
320 Sixth Ave., N.
8th Floor Rachel Jackson Building
Nashville, TN 34243

Dear Mr. White:

In 2006, the Tennessee Department of Human Services entered into a contract for a much needed update to the information system for the State's Family Assistance Programs. This contract, as originally competitively bid, is structured in such a way that the Contractor must complete various milestones prior to receiving payment. As a result, the Contractor, rather than the State, bears the fiscal responsibility for contract term extensions.

The subject contract is with ACS State and Local Solutions, Inc. The amendment being submitted seeks to extend the term to provide sufficient time for completion of a quality product, as well as to increase the maximum liability to respond to unanticipated TennCare/Medicaid requirements. In addition, we are adding the clause regarding *Prohibition of Illegal Immigrants*, which was incorporated into model contract language subsequent to the time this contract was originally written.

We hope that this information facilitates favorable FRC evaluation of this request. However, if you require additional information, please contact Jeff Roberts at 615-313-4705. Otherwise, thank you for your attention to this matter.

Sincerely,

Virginia T. Lodge

Virginia T. Lodge
Commissioner

VTL:SRG

Attachments/SRG

Supplemental Documentation Required for Fiscal Review Committee

*Contact Name:	Jeff Roberts	*Contact Phone:	615-313-4706
*Original Contract Number:	FA 06-16695	*Original RFS Number:	34501-20106
Edison Contract Number: *(if applicable)*	16666	Edison RFS Number: *(if applicable)*	N/A
*Original Contract Begin Date:	January 30, 2006	*Current End Date:	May 27, 2010
Current Request Amendment Number: *(if applicable)*		# 4	
Proposed Amendment Effective Date: *(if applicable)*		May 28, 2010	
*Department Submitting:		Human Services	
*Division:		Finance and Administration	
*Date Submitted:		March 29, 2010	
*Submitted Within Sixty (60) days:		Yes	
If not, explain:			
*Contract Vendor Name:		ACS State and Local Solutions, Inc.	
*Current Maximum Liability:		$37,286,700	

*Current Contract Allocation by Fiscal Year:
(as Shown on Most Current Fully Executed Contract Summary Sheet)

FY: 2006	FY: 2007	FY: 2008	FY: 2009	FY 2010	FY
$338,970	$4,067,640	$750,975	$8,194,767	$23,934,348	$

*Current Total Expenditures by Fiscal Year of Contract:
(attach backup documentation from STARS or FDAS report) [See Attachment #1]

FY: 2006	FY: 2007	FY: 2008	FY: 2009	FY: 2010	FY
$338,970	$4,067,640	$750,975	$11,042,621	$2,445,283	$

IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	The maximum liability of this contract represents funds dedicated to the VIP system which cannot be used by DHS for any other purpose. The state and federal funding for this project is only available to DHS as a reimbursement following payment for an approved deliverable.
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:	Not Applicable
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:	Because of dedicated funding sources, total contract expenditures cannot exceed total contract allocations. However, due to the transition from STARS to Edison, the FY 2009 contract allocation is under represented causing the appearance of an over expenditure.

Supplemental Documentation Required for Fiscal Review Committee

*Contract Funding Source/Amount:	State:	$6,311,832	Federal:	$18,619,161
Interdepartmental:		$0	*Other*:	$12,355,707
If "*other*" please define:			TennCare and Department of Children's Services	

Dates of All Previous Amendments or Revisions: (*if applicable*)	Brief Description of Actions in Previous Amendments or Revisions: (*if applicable*)
Amendment #1-September 14, 2006	Replacement of "State and Federal Rights to Work Products" E. clause
Amendment #2-March 23, 2007	Change Contractor Name and FEIN necessitated by Albion's sale to ACS State and Local Solutions, Inc.
Amendment #3- February 1, 2009	Extension of the contract term and updating "Communications and Contacts" E. clause

Method of Original Award: (*if applicable*)	Competitive via RFP
*What were the projected costs of the service for the entire term of the contract prior to contract award?	$56,100,000

Supplemental Documentation Required for Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.

Deliverable description:	FY:	FY:	FY:	FY:	FY:
This question is not applicable, given that the amendment contemplates no changes to Section A or to Section C.3.					

Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.

Deliverable description:	FY:	FY:	FY:	FY:	FY:
This question is not applicable, given that the amendment contemplates no changes to Section A or to Section C.3					

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.

Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
This question is not applicable, given that the amendment contemplates no changes to Section A or to Section C.3					
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

ATTACHMENT #1

Payments Made in STARS

FY 05-06

BATCH	BDEPT	BDATE	T	NO	SEQ	D	OPER	TID	EFFDATE	FFY	DMI
34501060629D002000010	34501	060629	D	002	00001	0	ZLM	#DE01F05	060629	06	3

TC	M	CC	DEPT	FDD	OBJ	LOC	VENDOR	INVOICE	DOCDATE	CURDOC	REFDOC
.03	P	129	34501	1100	089	96	V41200969201	697	060612	002	FA0616695

REFDOCSUF	DUEDATE	WARRANT	AMOUNT	DESCRIPTIO	REDEEM	VENDORNAME	ADDR1	CITY	STATE	ZZIP	PDATE
)0	060629	Q837025	$338,970.00		060710	ALBION INC	340 INTERSTATE N PKWY STE 340	ATLANTA	GA	30339	060706

FY 06-07

BATCH	BDEPT	BDATE	T	NO	SEQ	D	OPER	TID	EFFDATE	FFY	DMI
34501061010D201000010	34501	061010	D	201	00001	0	ZLM	#DE01F05	061010	07	3

TC	M	CC	DEPT	FDD	OBJ	LOC	VENDOR	INVOICE	DOCDATE	CURDOC	REFDOC
.03	P	129	34501	1100	089	96	V41200969202	713	060915	093959	FA0616695

REFDOCSUF	DUEDATE	WARRANT	AMOUNT	DESCRIPTIO	REDEEM	VENDORNAME	ADDR1	CITY	STATE	ZZIP	PDATE
)0	061010	Q943573	$4,067,640.00		061013	ALBION INC	4B CEDAR BROOK DR	CRANBURY	NJ	08512	061011

FY 07-08

BATCH	BDEPT	BDATE	T	NO	SEQ	D	OPER	TID	EFFDATE	FFY	DMI
34501071221D212000010	34501	071221	D	212	00001	0	ZLM	#DE01F05	071221	08	7

TC	M	CC	DEPT	FDD	OBJ	LOC	VENDOR	INVOICE	DOCDATE	CURDOC	REFDOC
.03	P	129	34501	1100	089	96	V41200969202	256137	071207	016593	FA0616695

REFDOCSUF	DUEDATE	WARRANT	AMOUNT	DESCRIPTIO	REDEEM	VENDORNAME	ADDR1	CITY	STATE	ZZIP	PDATE
)0	071221	4832290	$750,975.00			ALBION INC	4B CEDAR BROOK DR	CRANBURY	NJ	08512	071226

FY 08-09

BATCH	BDEPT	BDATE	T	NO	SEQ	D	OPER	TID	EFFDATE	FFY	DMI
34501081103D200000010	34501	081103	D	200	00001	0	ZLM	#DE01F05	081103	09	3
34501090327D208000010	34501	090327	D	208	00001	0	ZLM	#DE01F05	090327	09	7

TC	M	CC	DEPT	FDD	OBJ	LOC	VENDOR	INVOICE	DOCDATE	CURDOC	REFDOC
.03	P	129	34501	1100	089	96	V13199664708	327747	080924	033577	FA0616695
.03	P	129	34501	1100	089	96	V13199664708	345.01-MIK	090327	RUSHJOB	FA0616695

REFDOCSUF	DUEDATE	WARRANT	AMOUNT	DESCRIPTIO	REDEEM	VENDORNAME	ADDR1	CITY	STATE	ZZIP	PDATE
)5	081103	R849657	$8,194,766.40		081107	ACS STATE & LOC	2828 N HASKELL AVE	DALLAS	TX	75204	081105
)8	090327	5832885	$2,847,854.97	INVOICE # 38		ACS STATE & LOC	2828 N HASKELL AVE	DALLAS	TX	75204	090330
			$11,042,621.37								

Payments Made in Edison

FY 09-10

Unit	Voucher	Invoice	Remit Vndr	Name	Gross Amt	Reference	Pymnt Date	Recon Status	Warrant Amount	Method
34501	00002339	473682	0000005757	ACS State & Local Solutions	2,445,283.14	0000202428	12/30/2009	UNR	2,445,283.14	EFT

NON-COMPETITIVE AMENDMENT REQUEST:

APPROVED
Commissioner of Finance & Administration

1) **RFS #**	34501-00710
2) **Procuring Agency :**	Department of Human Services
EXISTING CONTRACT INFORMATON	
3) **Service Caption :**	Web-based Framework Application to Support the State's Family Assistance Programs and Related Functions
4) **Contractor :**	ACS State and Local Solutions, Inc.
5) **Contract #**	FA 06-16695
6) **Contract Start Date :**	January 30, 2006
7) **CURRENT Contract End Date :** (if ALL options to extend the contract are exercised)	January 29, 2011
8) **CURRENT Maximum Cost :** (if ALL options to extend the contract are exercised)	$ 37,286,700
PROPOSED AMENDMENT INFORMATON	
Amendment #	Four (4)
10) **Amendment Effective Date :** (attached explanation required if < 60 days after F&A receipt)	May 28, 2010
11) **PROPOSED Contract End Date :** (if ALL options to extend the contract are exercised)	June 30, 2012
12) **PROPOSED Maximum Cost :** (if ALL options to extend the contract are exercised)	$ 38,132,700
13) **Approval Criteria :** (select one)	☒ **use of Non-Competitive Negotiation is in the best interest of the state**
	☐ **only one uniquely qualified service provider able to provide the service**

14) Description of the Proposed Amendment Effects & Any Additional Service :

This amendment seeks to extend the term of the subject contract and to add funds for the purpose of accommodating additional work necessary to respond to unanticipated TennCare/Medicaid requirements. It also adds the *Illegal Immigrants* clause.

15) Explanation of Need for the Proposed Amendment :

This amendment extends the contract term in order to insure the delivery of a quality product, and this term extension results in no additional cost to the State. The current contract places the financial burden for term extensions on the Contractor. The amendment also increases the maximum liability to respond to recently identified, unanticipated TennCare/Medicaid requirements.

16) Name & Address of Contractor's Current Principal Owner(s) : (not required for a TN state education institution)

Affiliated Computer Services, Inc.
8260 Willow Oaks Corporate Drive, 6th Floor
Fairfax, VA 22031

17) Office for Information Resources Endorsement : (required for information technology service; n/a to THDA)

Documentation is ... ☒ **Not Applicable to this Request** ☐ **Attached to this Request**

eHealth Initiative Endorsement : (required for health-related professional, pharmaceutical, laboratory, or imaging service)

Documentation is ... ☒ **Not Applicable to this Request** ☐ **Attached to this Request**

19) Department of Human Resources Endorsement : (required for state employees training service)

Documentation is ... ☒ **Not Applicable to this Request** ☐ **Attached to this Request**

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

Given the work that has already taken place on this extensive information systems project by the current contractor, it is not feasible to seek an alternative to this course of action.

21) Justification for the Proposed Non-Competitive Amendment :

In 2006, the Tennessee Department of Human Services undertook the large task of a much needed update to the information system for the State's Family Assistance Programs. Though significant progress has been made toward the accomplishment of this goal, a term extension is needed to ensure the delivery of a quality product. This amendment also includes an increase in the maximum liability which became necessary in order to accommodate additional work needed to respond to unanticipated TennCare/Medicaid requirements. It is in the best interest of the State to pursue this amendment in order to finalize the system, as it would be cost prohibitive to start over with a different vendor at this point.

AGENCY HEAD SIGNATURE & DATE :
(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

Virginia T. Lodge, Commissioner

Date: 3/29/10

CONTRACT AMENDMENT

ency Tracking #	Edison ID	Contract #	Amendment #
34501-20106	16666	FA 06-16695	4

Contractor
ACS State and Local Solutions, Inc.

Contractor Federal Employer Identification # or Social Security #
[ ] C- or [X] V- 131996647

Amendment Purpose/Effects

Contract Term Extension

Contract Begin Date	Contract End Date	Subrecipient or Vendor	CFDA # (s)
January 30, 2006	June 30, 2012	[ ] Subrecipient [X] Vendor	93.558

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2006	$53,649.00	$171,556.00	$113,765.00	$0.00	$338,970.00
2007	$647,528.00	$2,048,911.00	$1,371,201.00	$0.00	$4,067,640.00
2008	$121,141.00	$375,065.00	$254,769.00	$0.00	$750,975.00
2009	$1,802,597.00	$5,455,537.00	$3,784,488.00	$0.00	$11,042,622.00
2010	$399,722.00	$1,205,901.00	$839,661.00	$0.00	$2,445,284.00
2011	$1,679,988.00	$5,067,854.00	$3,528,791.00	$0.00	$10,276,633.00
2012	$1,367,399.00	$4,124,949.00	$3,718,228.00	$0.00	$9,210,576.00
TOTAL:	**$6,072,024.00**	**$18,449,773.00**	**$13,610,903.00**	**$0.00**	**$38,132,700.00**

American Recovery and Reinvestment Act (ARRA) Funding - [ ] YES [X] NO

~ COMPLETE FOR AMENDMENTS ~

END DATE AMENDED? [X] YES [ ] NO

FY	Base Contract & Prior Amendments	This Amendment ONLY
2006	$338,970.00	$0.00
2007	$4,067,640.00	$0.00
2008	$750,975.00	$0.00
2009	$11,042,622.00	$0.00
2010	$21,086,493.00	($18,641,209.00)
2011		$10,276,633.00
2012		$9,210,576.00
TOTAL:	$37,286,700.00	$846,000.00

Agency Contact & Telephone #
Marvel Howard (615) 313-5409

Agency Budget Officer Approval (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

Jeffrey W. Roberts

Speed Code	Account Code
HS00000226	70803000

~ OCR USE ~

Procurement Process Summary (non-competitive, FA- or ED-type only)
Competitively procured via an RFP.

AMENDMENT FOUR
TO FA 06-16695

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Human Services, hereinafter referred to as the "State" and ACS State and Local Solutions, Inc., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Section B.1. is deleted in its entirety and replaced with the following:

   B.1. This Contract shall be effective for the period commencing on January 30, 2006 and ending on June 30, 2012. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

2. The text of Contract Section B.2. is deleted in its entirety.

3. The text of Contract Section C.1. is deleted in its entirety and replaced with the following:

   C.1. Maximum Liability. In no event shall the maximum liability for payment of products or services of the State under this Contract exceed Thirty-Eight Million One Hundred Thirty-Two Thousand Seven Hundred dollars and no cents ($38,132,700). The Service Rates in Section C.3. shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials, or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

   The Contractor is not entitled to be paid the maximum liability for products or services for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability only represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. If case work is requested through an approved change order, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

4. The following provision is added as Contract Section D.20.:

   D.20. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

   a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment K, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.

   b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not

knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

5. The text of Contract Section E.2. is deleted in its entirety and replaced with the following:

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Lynne Diver, Information Systems Director
Department of Human Services
Citizens Plaza Building; 4th Floor
400 Deaderick Street
Nashville, TN 37243-1403
Lynne.Diver@tn.gov
Telephone # (615) 313-5281
FAX # (615) 741-2185

The Contractor:

Naomi Marr, Vice President
ACS State and Local Solutions, Inc.
8260 Willow Oaks Corporate Dr., 6th Floor
Fairfax, VA 22031
naomi.marr@acs-inc.com
Telephone # (703) 891-8759
FAX # (703) 891-8839

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

6. Contract Attachment K attached hereto is added as a new Contract Attachment.

The revisions set forth herein shall be effective May 28, 2010. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

ACS STATE AND LOCAL SOLUTIONS, INC.:

_____

NAOMI MARR, VICE PRESIDENT **DATE**

DEPARTMENT OF HUMAN SERVICES:

_____

VIRGINIA T. LODGE COMMISSIONER **DATE**

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

RULE EXCEPTION REQUEST

APPROVED
COMMISSIONER OF FINANCE & ADMINISTRATION

1	REQUEST RFS #	34501-00810
2	CONTRACT #	FA 06-16695
3	SERVICE	Web-based Framework Application to Support the State's Family Assistance Programs and Related Functions
4	CONTRACTOR	ACS State and Local Solutions, Inc.
5	CONTRACT BEGIN DATE	January 30, 2006
6	CONTRACT END DATE (with ALL options to extend exercised)	Current Contract: May 27, 2010 With Amendment #4: June 30, 2012
7	CONTRACT MAXIMUM LIABILITY (with ALL options to extend exercised)	Current Contract $ 37,286,700

SUBJECT RULE

- [x] **0620-3-3-.07(5)** – prohibiting a contract term greater than five (5) years
- [ ] **0620-3-3-.07(8)** – prohibiting a contract with a former state employee in within six (6) months of termination
- [ ] **0620-3-3-.07(22)** – requiring that contractor travel expense reimbursement/compensation shall be subject to the prevailing state Comprehensive Travel Regulations (this request MUST also attach documentation of F&A Budget support of the request)
- [ ] **0620-3-3-.05(5)** – requiring a contract set forth the prescribed Nondiscrimination provision
- [ ] **OTHER** – SECTION AND SUBSECTION NUMBER FOR F&A RULE GOVERNING PERSONAL, PROFESSIONAL, AND CONSULTING SERVICE CONTRACTS FOR WHICH AN EXCEPTION IS REQUESTED

9 **EXCEPTION REQUESTED**

The department seeks a rule exception to permit a contract term greater than five (5) years.

10 **JUSTIFICATION**

In 2006, the Tennessee Department of Human Services undertook the large task of a much needed update to the information system for the State's Family Assistance Programs. Though significant progress has been made toward the accomplishment of this goal, a term extension is needed to ensure the delivery of a quality product. It is in the best interest of the State to pursue this amendment to extend the contract term beyond five years in order to finalize the system, as it would be cost prohibitive to start over with a different vendor at this point.

AGENCY HEAD SIGNATURE & DATE (procuring agency head or authorized signatory)

Virginia J. Lodge 3/29/10

SUMMARY COVER REVISION REQUEST

1	Request Date	March 26, 2010
2	Edison System Transactional Contract Record ID #	16666

3 Explain why the requested and attached Summary Cover revision is necessary :

Contract Summary Sheet Revision to reconcile transition of contract balances between STARS and Edison.

4 Does the revised Summary Cover document following this page detail all and highlight each necessary change from the prior Summary Cover ?

☒ YES ☐ NO

5 Confirmation of whether or not any and all Edison Record changes are compliant with the subject contract (as may be amended) :

☒ CONFIRMED ☐ NOT CONFIRMED

6 Printed Name & Title of Fiscal Officer who reviewed the subject Summary Cover Revision and this request :

Charles R. Brown, Fiscal Services Director

CONTRACT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #
34501-20106	16666	FA 06-16695	3

Contractor
ACS State and Local Solutions, Inc.

Contractor Federal Employer Identification # or Social Security #
[ ] C- or [X] V- 131996647

Amendment Purpose/Effects

Contract Summary Sheet Revision to reconcile transition of contract balances between STARS and Edison.

Contract Begin Date	Contract End Date	Subrecipient or Vendor	CFDA # (s)
January 30, 2006	May 27, 2010	[ ] Subrecipient [X] Vendor	93.558

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2006	$53,649.00	$171,556.00	$113,765.00	$0.00	$338,970.00
2007	$647,528.00	$2,048,911.00	$1,371,201.00	$0.00	$4,067,640.00
2008	$121,141.00	$375,065.00	$254,769.00	$0.00	$750,975.00
2009	$1,802,597.00	$5,455,537.00	$3,784,488.00	$0.00	$11,042,622.00
2010	$3,447,109.00	$10,398,704.00	$7,240,680.00	$0.00	$21,086,493.00
TOTAL:	**$6,072,024.00**	**$18,449,773.00**	**$12,764,903.00**	**$0.00**	**$37,286,700.00**

American Recovery and Reinvestment Act (ARRA) Funding - [ ] YES [X] NO

~ COMPLETE FOR AMENDMENTS ~

END DATE AMENDED? [ ] YES [X] NO

FY	Base Contract & Prior Amendments	This Amendment ONLY
2006	$338,970.00	$0.00
2007	$4,067,640.00	$0.00
2008	$750,975.00	$0.00
2009	$8,194,767.00	$2,847,855.00
2010	$23,934,348.00	($2,847,855.00)
TOTAL:	$37,286,700.00	$0.00

~ OCR USE ~

Agency Contact & Telephone #
Marvel Howard (615) 313-5409

Agency Budget Officer Approval (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

Jeffrey W. Roberts

Speed Code	Account Code
HS00000226	70803000

Procurement Process Summary (non-competitive, FA- or ED-type only)
Competitively procured via an RFP.

CONTRACT SUMMARY SHEET

121107

RFS #	Contract #
345.01-201-06	FA 06-16695-03
State Agency	**State Agency Division**
Department of Human Services	Administration
Contractor Name	**Contractor ID # (FEIN or SSN)**
ACS State and Local Solutions, Inc.	[ ] C- or [x] V- 13-1996647

Service Description

Vision Integration Platform (V.I.P.)

Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
January 30, 2006	May 27, 2010	Vendor	93.558

Mark Each TRUE Statement

[ ] Contractor is on STARS [x] Contractor's Form W-9 is on file in Accounts

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
345.01	129	089	11	A01	N/A

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2006	$53,354.00	$171,824.00	$0.00	$113,792.00	$338,970.00
2007	$640,246.00	$2,061,887.00	$0.00	$1,365,507.00	$4,067,640.00
2008	$118,204.00	$380,669.00	$0.00	$252,102.00	$750,975.00
2009	$1,289,856.00	$4,153,928.00	$0.00	$2,750,983.00	$8,194,767.00
2010	$4,210,172.00	$11,850,853.00	$0.00	$7,873,323.00	$23,934,348.00
					$0.00
TOTAL	**$6,311,832.00**	**$18,619,161.00**	**$0.00**	**$12,355,707.00**	**$37,286,700.00**

OCR RELEASED FEB 1 0 2009 TO ACCOUNTS

—COMPLETE FOR AMENDMENTS ONLY—

FY	Base Contract & Prior Amendments	THIS Amendment ONLY
2006	$4,847,271.00	($4,508,301.00)
2007	$18,345,056.00	($14,277,416.00)
2008	$10,738,570.00	($9,987,595.00)
2009	$3,355,803.00	$4,838,964.00
2010		$23,934,348.00
TOTAL	**$37,286,700.00**	**$0.00**
End Date	5/27/2009	5/27/2010

State Agency Fiscal Contact & Telephone #

Marvel Howard (615) 313-5409

State Agency Budget Officer Approval

Jeffrey W. Roberts

Funding Certification (certification required by T.C.A. § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

Contractor Ownership (complete for ALL base contracts—N/A to amendments or delegated authorities)

[ ] African American [ ] Person w/ Disability [ ] Hispanic [ ] Small Business [ ] Government
[ ] Asian [ ] Female [ ] Native American [ ] NOT Minority/Disadvantaged [ ] Other

Contractor Selection Method (complete for ALL base contracts—N/A to amendments or delegated authorities)

[ ] RFP [ ] Competitive Negotiation* [ ] Alternative Competitive Method*
[ ] Non-Competitive Negotiation* [ ] Negotiation w/ Government (ID,GG,GU) [ ] Other

Procurement Process Summary (complete for Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)

OCR
JAN 3 0 2009
RECEIVED

AMENDMENT THREE
TO FA 06-16695

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Human Services, hereinafter referred to as the "State" and ACS State & Local Solutions, Inc., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Section B.1. is deleted in its entirety and replaced with the following:

   B.1. Contract Term. This Contract shall be effective for the period commencing on January 30, 2006 and ending on May 27, 2010. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

2. The text of Contract Section E.2. is deleted in its entirety and replaced with the following:

   E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

   The State:

   Lynne Diver, Information Systems Director
   Department of Human Services
   Citizens Plaza Building; 4th Floor
   400 Deaderick Street;
   Nashville, TN 37243-1403
   Lynne.Diver@state.tn.us
   Telephone # (615) 313-5281
   FAX # (615) 741-2185

   The Contractor:

   Naomi Marr, VP Government Solutions
   ACS State & Local Solutions, Inc.
   1800 M Street, NW
   Washington, DC 20036
   Naomi.Marr@acs-inc.com
   Telephone # (202) 378-2653
   FAX # (202) 775-0439

   All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

The revisions set forth herein shall be effective February 1, 2009. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF:

ACS STATE & LOCAL SOLUTIONS, INC.:

1/21/2009

NAOMI MARR, VICE PRESIDENT, GOVERNMENT SOLUTIONS DATE

DEPARTMENT OF HUMAN SERVICES:

1-28-09

VIRGINIA T. LODGE, COMMISSIONER DATE

APPROVED:

M.D. Goetz, Jr. /KW FEB 02 2009

M. D. GOETZ, JR., COMMISSIONER DATE
DEPARTMENT OF FINANCE AND ADMINISTRATION

2/10/09

JUSTIN P. WILSON, COMPTROLLER OF THE TREASURY DATE

CONTRACT SUMMARY SHEET

060706

RFS #	Contract #
345.01-201	FA 06-16695-02
State Agency	**State Agency Division**
DEPARTMENT OF HUMAN SERVICES	ADMINISTRATION
Contractor Name	**Contractor ID # (FEIN or SSN)**
~~SSIT North America d/b/a Albion, Inc.~~ ACS State and Local Solutions, Inc.	☐ C- or ☒ V- V41-2009692

Service Description

VISION INTEGRATION PLATFORM (V.I.P.)

Contract Begin Date	Contract End Date	SUBRECIPIENT or VENDOR?	CFDA #
January 30, 2006	May 27, 2009	VENDOR	93.558

Mark Each TRUE Statement

☐ Contractor is on STARS ☐ Contractor's Form W-9 is on file in Accounts

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
345.01	129	089	11	a01	na

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2006	$762,815.00	$2,457,324.00	$0.00	$1,627,132.00	$4,847,271.00
2007	$2,886,961.00	$9,300,026.00	$0.00	$6,158,069.00	$18,345,056.00
2008	$1,689,929.00	$5,443,918.00	$0.00	$3,604,723.00	$10,738,570.00
2009	$528,103.00	$1,701,224.00	$0.00	$1,126,476.00	$3,355,803.00
TOTAL:	$5,867,808.00	$18,902,492.00	$0.00	$12,516,400.00	$37,286,700.00

COMPLETE FOR AMENDMENTS ONLY

FY	Base Contract & Prior Amendments	THIS Amendment ONLY
2006	$4,847,271.00	$0.00
2007	$18,345,056.00	$0.00
2008	$10,738,570.00	$0.00
2009	$3,355,803.00	$0.00
TOTAL:	$37,286,700.00	$0.00
End Date:	5/27/2009	5/27/2009

State Agency Fiscal Contact & Telephone #

Rick Brown
400 Deaderick Street, Citizens Plaza Building - 5th Floor, Nashville, TN 37248
(615) 313-5382

State Agency Budget Officer Approval

Jeffrey W. Roberts March 20, 2007

Funding Certification (certification, required by T.C.A. § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

Contractor Ownership (complete only for base contracts with contract # prefix FA or GR)

☐ African American ☐ Person w/ Disability ☐ Hispanic ☐ Small Business ☒ NOT minority/disadvantaged
☐ Asian ☐ Female ☐ Native American ☐ OTHER minority/disadvantaged—

Contractor Selection Method (complete for ALL base contracts—N/A to amendments or delegated authorities)

☐ RFP ☐ Competitive Negotiation ☐ Alternative Competitive Method
☐ Non-Competitive Negotiation ☐ Negotiation w/ Government (e.g., IU, GG, GU) ☐ Other-

Procurement Process Summary (complete for selection by Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)

MAR 27

OCT 2

OCT 2

CONTRACT SUMMARY SHEET

060706

RFS #	Contract #
345.01-201	FA 06-16695-02
State Agency	**State Agency Division**
DEPARTMENT OF HUMAN SERVICES	ADMINISTRATION
Contractor Name	**Contractor ID# (FEIN or SSN)**
SSIT North America d/b/a Albion, Inc.	☐ C- or ☒ V- V41-2009692

Service Description

VISION INTEGRATION PLATFORM (V.I.P.)

Contract Begin Date	Contract End Date	SUBRECIPIENT or VENDOR?	CFDA #
January 30, 2006	May 27, 2009	VENDOR	93.558

Mark Each TRUE Statement

☐ Contractor is on STARS ☐ Contractor's Form W-9 is on file in Accounts

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
345.01	129	089	11	a01	na

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2006	$762,815.00	$2,457,324.00	$0.00	$1,627,132.00	$4,847,271.00
2007	$2,886,961.00	$9,300,026.00	$0.00	$6,158,069.00	$18,345,056.00
2008	$1,689,929.00	$5,443,918.00	$0.00	$3,604,723.00	$10,738,570.00
2009	$528,103.00	$1,701,224.00	$0.00	$1,126,476.00	$3,355,803.00
TOTAL:	$5,867,808.00	$18,902,492.00	$0.00	$12,516,400.00	$37,286,700.00

— COMPLETE FOR AMENDMENTS ONLY —

FY	Base Contract & Prior Amendments	THIS Amendment ONLY
2006	$4,847,271.00	$0.00
2007	$18,345,056.00	$0.00
2008	$10,738,570.00	$0.00
2009	$3,355,803.00	$0.00
TOTAL:	$37,286,700.00	$0.00
End Date:	5/27/2009	5/27/2009

State Agency Fiscal Contact & Telephone #

Rick Brown
400 Deaderick Street, Citizens Plaza Building - 5th Floor, Nashville, TN 37248
(615) 313-5382

State Agency Budget Officer Approval

Jeffrey W. Roberts March 20, 2007

Funding Certification (certification, required by T.C.A. § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

Contractor Ownership (complete only for base contracts with contract # prefix: FA or GR)

☐ African American ☐ Person w/ Disability ☐ Hispanic ☐ Small Business ☒ NOT minority/disadvantaged
☐ Asian ☐ Female ☐ Native American ☐ OTHER minority/disadvantaged—

Contractor Selection Method (complete for ALL base contracts — N/A to amendments or delegated authorities)

☐ RFP ☐ Competitive Negotiation ☐ Alternative Competitive Method
☐ Non-Competitive Negotiation ☐ Negotiation w/ Government (e.g., ID, GG, GU) ☐ Other-

Procurement Process Summary (complete for selection by Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)

RC
MAR 27

AMENDMENT # 02
TO CONTRACT FA 06-16695

This Contract, by and between the State of Tennessee, Department of Human Services, hereinafter referred to as the State, and SSIT North America d/b/a Albion, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

1. Add the following as Section E.26:

   E.26. Contractor Name. Conditioned upon and effective as of the closing of the sale by the Contractor of its business to ACS State and Local Solutions, Inc., a New York corporation ("ACS/SLS"), all references to "SSIT North America d/b/a Albion, Inc." shall be deleted and replaced with "ACS State and Local Solutions, Inc."

2. Add the following as Section E.27:

   E.27. Federal Employer Identification Number. Conditioned upon and effective as of the closing of the sale by the Contractor of its business to ACS/SLS, the Federal Employer Identification Number of the Contractor shall be 13-1996647.

3. Amendment Conditioned on Closing. If the Closing shall not occur, then this Amendment shall be null and void *ab initio*.

The other terms and conditions of this CONTRACT not amended hereby shall remain in full force and effect.

In Witness Whereof, the undersigned have executed this Amendment as of the dates indicated below:

Albion, Inc.

By: R.A. Marchant
R.A. Marchant, President

Date Signed: ~~February~~ March 13, 2007

Cambridge Solutions Limited

By: Christopher Sinclair
Christopher Sinclair, Director

Date Signed: ~~February~~ March 14, 2007

ACS State & Local Solutions, Inc.

By: Ann Kieffaber
Ann Kieffaber, Senior Vice-President
And Managing Director

Date Signed: February 20, 2007

Affiliated Computer Services, Inc.

By: John Rexford
John Rexford, Chief Financial Officer

Date Signed: February 23, 2007

Department of Human Services

By: Virginia T. Lodge
Virginia T. Lodge, Commissioner

Date Signed: ~~February~~ MARCH 19, 2007

Department of Finance and Administration

By: M. D. Goetz, Jr.
M. D. Goetz, Jr., Commissioner

Date Signed: ~~February~~ MAR 21 2007

Comptroller of the Treasury

By: John G. Morgan
John G. Morgan, Comptroller

Date Signed: ~~February~~ 3/23/07

CONTRACT SUMMARY SHEET

060706

RFS #	Contract #
345.01-201	FA 06-16695-01
State Agency	**State Agency Division**
DEPARTMENT OF HUMAN SERVICES	ADMINISTRATION
Contractor Name	**Contractor ID # (FEIN or SSN)**
SSIT North America d/b/a Albion, Inc.	☐ C- or ☒ V- V41-2009692

Service Description

VISION INTEGRATION PLATFORM (V.I.P.)

Contract Begin Date	Contract End Date	SUBRECIPIENT or VENDOR?	CFDA #
January 30, 2006	May 27, 2009	VENDOR	93.558

Mark Each TRUE Statement

☐ Contractor is on STARS ☐ Contractor's Form W-9 is on file in Accounts

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
345.01	129	089	11	a01	na

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2006	$762,815.00	$2,457,324.00	$0.00	$1,627,132.00	$4,847,271.00
2007	$2,886,961.00	$9,300,026.00	$0.00	$6,158,069.00	$18,345,056.00
2008	$1,689,929.00	$5,443,918.00	$0.00	$3,604,723.00	$10,738,570.00
2009	$528,103.00	$1,701,224.00	$0.00	$1,126,476.00	$3,355,803.00
TOTAL:	$5,867,808.00	$18,902,492.00	$0.00	$12,516,400.00	$37,286,700.00

RELEASED SEP 18 2006 TO ACCOUNTS

COMPLETE FOR AMENDMENTS ONLY

FY	Base Contract & Prior Amendments	THIS Amendment ONLY
2006	$4,847,271.00	$0.00
2007	$18,345,056.00	$0.00
2008	$10,738,570.00	$0.00
2009	$3,355,803.00	$0.00
TOTAL:	$37,286,700.00	$0.00
End Date:	5/27/2009	5/27/2009

State Agency Fiscal Contact & Telephone #

Rick Brown
400 Deaderick Street, Citizens Plaza Building - 5th Floor, Nashville, TN 37248
(615) 313-5382

State Agency Budget Officer Approval

Jeffrey W. Roberts September 7, 2006

Funding Certification (certification, required by T.C.A. § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

Contractor Ownership (complete only for base contracts with contract # prefix FA or GR)

☐ African American ☐ Person w/ Disability ☐ Hispanic ☐ Small Business ☒ NOT minority/disadvantaged
☐ Asian ☐ Female ☐ Native American ☐ OTHER minority/disadvantaged—

Contractor Selection Method (complete for ALL base contracts — N/A to amendments or delegated authorities)

☐ RFP ☐ Competitive Negotiation ☐ Alternative Competitive Method
☐ Non-Competitive Negotiation ☐ Negotiation w/ Government (e.g., ID, GG, GU) ☐ Other-

Procurement Process Summary (complete for selection by Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)

AMENDMENT # 01
TO CONTRACT FA 06-16695

This Contract, by and between the State of Tennessee, Department of Human Services, hereinafter referred to as the State, and SSIT North America d/b/a Albion, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Section E.6.b. in its entirety and insert the following in its place:

E.6.b. State and Federal Rights to Work Products.

(1) With the sole exception of the Work Products specifically excluded in E.6.a (1) and (2), the State shall have all ownership right, title, and interest, including ownership of copyright, in all Work Products, as defined in E.6.a. In addition, the State, U.S. Department of Health and Human Services (US-DHHS) and the United States Department of Agriculture reserve a perpetual, royalty-free, paid-up, non-exclusive, irrevocable, and unlimited right to use, operate, and modify all Work Products and all source code pertaining to Custom-Developed Application Software, Pre-Existing Application Software, and Frameworks. These ownership and licensing rights shall also pertain to all Work Products or portions of work products developed, including those specifically developed for the public assistance programs under 45 C.F.R. 95.617, which have been provided, modified, configured, customized, extended, and/or installed for the State under this Contract. The Contractor hereby warrants that Contractor is duly authorized to grant such ownership and licensing rights and that all non-State Standard software utilized under this section meets the requirements for Federal Financial Participation under 45 C.F.R. 95.617.

(2) The rights described in E.6.b.(1) shall allow the State, US-DHHS or the United States Department of Agriculture to reproduce, publish, modify, or otherwise use, and to authorize others to use for Federal government purposes, the Work Products and all source code pertaining to any Custom-Developed Application Software, Pre-Existing Application Software, and Frameworks, provided pursuant to this Contract. These rights would permit the State, US-DHHS or the United States Department of Agriculture to authorize the use of the Work Products and all source code pertaining to Custom-Developed Application Software, Pre-Existing Application Software, and Frameworks, in any other project or activity funded by the State or Federal government.

The foregoing notwithstanding, the Contractor remains responsible for adherence to all performance and warranty requirements for the VIP system, as established by the Contract.

The other terms and conditions of this CONTRACT not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:

SSIT North America d/b/a Albion, Inc.:

R. A. Marchant — Date: Aug. 8, 2006

R. A. Marchant, President

Scandent Solutions Corporation Limited:

Christopher Sinclair — Date: Aug. 8, 2006

Christopher Sinclair, Chairman and CEO

Department of Human Services:

Virginia T. Lodge — Date: 9/7/06

Virginia T. Lodge, Commissioner

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr. — Date: SEP 12 2006

M. D. Goetz, Jr., Commissioner

COMPTROLLER OF THE TREASURY:

John G. Morgan — Date: 9/14/06

John G. Morgan, Comptroller of the Treasury

010102

CONTRACT SUMMARY SHEET

R.S Number:	345.01-201	Contract Number:	FA-06-166695-00
e Agency:	Department of Human Services	Division:	ADMINISTRATION

Contractor	Contractor Identification Number
SSIT North America d/b/a Albion, Inc.	☒ V- ☐ C- V41-2009692

Service Description

VISION INTEGRATION PLATFORM (V.I.P.)

Contract Begin Date	Contract End Date
January 30, 2006	May 27, 2009

Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code
345.01	129	089	11	☐ on STARS	a01	

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (including ALL amendments)
2006	$762,815.00	$2,457,324.00	$0.00	$1,627,132.00	$4,847,271.00
2007	$2,886,961.00	$9,300,026.00	$0.00	$6,158,069.00	$18,345,056.00
2008	$1,689,929.00	$5,443,918.00	$0.00	$3,604,723.00	$10,738,570.00
2009	$528,103.00	$1,701,224.00	$0.00	$1,126,476.00	$3,355,803.00
Total:	$5,867,808.00	$18,902,492.00	$0.00	$12,516,400.00	$37,286,700.00

CFDA #

State Fiscal Contact

Name: Rick Brown
Address: 400 Deaderick Street
Citizens Plaza Building - 5th Floor
Nashville, TN 37248
Phone: (615) 313-5382

Procuring Agency Budget Officer Approval Signature

Jeffrey W. Roberts February 1, 2006

Check the box ONLY if the answer is YES:

Is the Contractor a SUBRECIPIENT? (per OMB A-133)	☐
Is the Contractor a VENDOR? (per OMB A-133)	☒
Is the Fiscal Year Funding STRICTLY LIMITED?	☒
Is the Contractor on STARS?	☐
Is the Contractor's FORM W-9 ATTACHED?	☒
Is the Contractors Form W-9 Filed with Accounts?	☐

COMPLETE FOR ALL AMENDMENTS (only)

	Base Contract & Prior Amendments	This Amendment ONLY
END DATE ➔		
FY:		
FY:		
FY:		
FY:		
FY:		
Total:	$0.00	$0.00

PROCESSED
FEB - 8 2006
DIRECTOR OF ACCOUNTS

Funding Certification

Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.

Not Minority/
Disadvantaged

CONTRACT
BETWEEN the State OF TENNESSEE,
Department of Human Services (DHS)
AND
SSIT North America d/b/a Albion, Inc.

This Contract, by and between the State of Tennessee, Department of Human Services (DHS), hereinafter referred to as the "State" and, **SSIT North America d/b/a Albion, Inc.** hereinafter referred to as the "Contractor," is for the procurement of a web-based framework application to support the State's Family Assistance programs and related functions. The State shall procure services to perform project management, detailed analysis, business process re-engineering, design, configuration, modification, extension, construction, data conversion, testing, pilot, installation, implementation, training, and temporary post-implementation support of the framework application, herein referred to as the Vision Integration Platform (V.I.P.).

The Contractor is A FOR-PROFIT CORPORATION.

The Contractor's address is:

340 Interstate North Parkway, Suite 340
Atlanta, Georgia 30339

The Contractor's place of incorporation or organization is Delaware.

SCOPE OF SERVICES: The Contractor is to provide the State with services as set forth in this Scope of Services and the State's Request for Proposal number 345.01-201 (hereinafter referred to as the "RFP"), issued on June 17, 2005, and including any subsequent amendments, which are incorporated herein and made a part of this Contract.

A.1. General Scope. The Contractor shall provide a web-based, integrated, framework application that supports the State's Family Assistance programs and related functions and meets the State's requirements as defined in this Contract. The State's Family Assistance programs include: Families First (Tennessee's Temporary Assistance to Needy Families (TANF) program); Child Care; Food Stamp; TennCare Medicaid; TennCare Standard; and Refugee Assistance.

The Contractor shall provide an application that is designed to utilize common and reusable components and that is modular, scaleable, and flexible in design. The Contractor shall provide a detailed product development methodology that is tailored to support the development and implementation of the application that will be provided in accordance with the terms of this Contract. The Contractor shall utilize this methodology and development standards in the development of the V.I.P. to promote application consistency and continued flexibility of the application for the life of the V.I.P.

Business process re-engineering shall be performed to streamline business processes and to standardize interfaces. Where possible, a seamless integration

shall be provided between the V.I.P. and external systems that shall interface with the V.I.P.

The Contractor shall also perform analysis and cleansing of legacy data from existing systems that will be replaced. The Contractor shall also perform analysis and cleansing of data in functional components of existing systems that will no longer be used. The Contractor shall be responsible for the successful conversion and testing of legacy data to the new V.I.P. database, including the setup and use of automated conversion tools.

The Contractor shall provide functionality to collect applicant information and to automate processes to perform eligibility screening, eligibility determination, case tracking, claims tracking, child care enrollment and provider payments, and other related accounting/financial and investigative activities to support the State's Family Assistance, the IV-E Foster Care, and IV-E Adoption Assistance eligibility programs. The Contractor shall provide the capability to generate standard reports, notices, correspondence, and adhoc queries, as defined in this Contract. The Contractor shall be responsible for the successful transition of maintenance and support responsibilities of the V.I.P. to the State.

A.2. Information Technology Methodology (ITM). The Contractor shall utilize the State's ITM in the development of the V.I.P. The Project Management Processes are concerned with organizing and controlling the work of the project and extend over one or more Product Development Phases. The Product Development Phases are concerned with developing the product that the project is intended to produce. Throughout the project, the Contractor shall produce various Project Management Process and Product Development Phase deliverables. Some of these products are specific deliverables that are managed, produced, and updated by the Contractor, while others are natural work-products arising out of the shared effort of both parties. The minimum set of deliverables and responsibilities are defined within this Contract and its attachments.

The V.I.P. project shall include the following Product Development Phases:

a. Design Kick-Off Phase
b. General Design Phase
c. Detailed Design Phase
d. Construction Phase
e. Acceptance Test Phase
f. Implementation Phase
g. Post-Implementation Support Phase

The Contractor's portion of the V.I.P. project shall begin with a transitional product development phase known as "Design Kick-Off."

A.3. Detailed Product Development Methodology. Since the State's ITM is defined at a high-level for use on all types and sizes of IT projects, the Contractor shall develop a detailed product development methodology within the guidelines of the State's ITM and development standards for use in the development and future maintenance of the V.I.P. The State-approved methodology of the Contractor shall be utilized in all phases of software development and hardware configuration to promote consistency and continued flexibility for the life of the V.I.P.

A.4. Tennessee Information Resources Architecture. The Contractor shall comply with the State's Information Resources Architecture and shall supply standards for application development tasks, which shall be subject to State approval.

A.4.a. Development Standards. The Contractor shall provide Development Standards, which will be utilized in the design and construction of the V.I.P. The Development Standards shall promote design consistency and reusability and provide a user-friendly graphical user interface (GUI) with a common "look and feel" that facilitates user training. These standards shall include, but not be limited to GUI standards for screen design, report formats, class and object library.

A.4.b. Framework Application Integrated into State Environment in Accordance with State Architecture. The Contractor shall support the State project technical staff in integrating the framework application into the State's hardware and software architecture environment, in accordance with State-approved standards.

The application and Web presentation components shall utilize Web Sphere Application Server V5 (or higher) running on the z/OS operating system on an IBM z990 2084-305 mainframe server. The operating system shall be z/OS V1.4 (or higher).

The data base engine shall be DB2 V7 (or higher) or Oracle 9i (or higher). If the DB2 V7 (or higher) database engine is selected, it must run on the State's IBM z990 2084-305 mainframe server, under z/OS V1.4 (or higher). If the Oracle 9i (or higher) database engine is selected, it must run on one of the following: the IBM z990 2084-305 mainframe server under z/OS V1.4 (or higher), on the IBM z990 2084-305 mainframe server under SUSE z/Linux Enterprise Server 9, or in a SUN server environment under the Solaris 9 (or higher) operating system.

A.4.c. Mandatory Requirements for Non-Standard Application Development and Support Software Products. The State shall consider allowing non-State standard software within the following Application Development and Support Software categories (using Architecture Categories, Sub-Categories, and Product Categories defined in RFP Attachment 6.1, *pro forma* Contract Attachment J, Tennessee Information Resources Architecture):

Architecture Sub-Category	Product Category
Application Architecture	
Application Change Management	Application Change Management
Application Development	Languages (*See RFP Attachment 6.1, pro forma Contract Attachment G, Reference Number and Requirement GT9*)
Application Development	Tools & Utilities
Application Development	Web Application Development Tools
Application Development	Web Graphical User Interface Development Tools
Output Management	Output Management
Data Architecture	
Data Management	Database Middleware
Data Management	Data Quality
Data Management	Data Translator
Data Management	Extract, Transform, and Load
Database Storage	Database Change Management

Information Architecture	
Business Intelligence	Data Mining
Business Intelligence	Information Delivery
Business Intelligence	Query/Reporting
Systems Management Architecture	
Monitoring	Performance Tuning
Training	Computer Based Training

The application software solution (framework and other pre-existing application software) is considered non-standard since there is no corresponding category in the State's Information Resources Architecture.

For non-standard application development and support software product(s) implemented in addition to or in lieu of the State's Information Resources Architecture, the Contractor shall meet the following requirements:

1) The product(s) shall be currently marketed, and the product shall have been generally available for twelve (12) months prior to the Contract signing.

2) The product(s) shall be operational in a production environment similar to and supporting the State volumes of clients and programs.

3) The product(s) shall be fully supported by the product manufacturer. At a minimum this support shall include the availability of maintenance contracts that provide for product upgrades, onsite support, on-line support, and telephone support 24 hours per day X 365 days per year.

4) The product(s) shall be compatible with the State's hardware, operating system software, network hardware and software, and the database management system's (DBMS's) technical environment identified for this project.

5) The product(s) manufacturer shall have no stated intent to discontinue upgrades and maintenance of the product.

During the course of the contract period, the State must approve the use of any non-State standard software, and is under no obligation to accept any deviations from any standards.

A.4.d. Software Compliance. All software shall be fully "Year 2000 Compliant" in accordance with the Department of Finance and Administration's Standards and Guidelines memo, Subject: "Year 2000 Compliance Standards for Dates and Applications".

A.4.e. State Software Procurement. The State shall procure all State Standard Software identified in the Contractor's Proposal and approved by the State for use in the V.I.P. (application development software, database management systems (DBMS), reporting tools, COTS software, and utilities). Software classified as State Standard is documented in Contract Attachment J.

A.4.f. Contractor Software Procurement. The Contractor shall procure:

1) all Non-State Standard Software for use in the V.I.P. (Pre-Existing Application Software, Custom-Developed Application Software, Non-State Standard Third-Party Software, COTS, Frameworks, Add-Ons, Plug-Ins, and Components to Plug-Ins).

2) all State Standard Software not identified in the Contractor's Proposal for use in the V.I.P. (Pre-Existing Application Software, Custom-Developed Application Software, State Standard Third-Party Software, COTS, Frameworks, Add-Ons, Plug-Ins, and Components to Plug-Ins).

A.5. Comprehensive Project Plan. The Comprehensive Project Plan shall outline the Contractor's approach for developing a quality web-based, integrated, framework application in accordance with the State-approved implementation schedule and to meet the State's requirements, as defined within this Contract and the attachments. The Contractor shall provide electronic access to the Comprehensive Project Plan and shall develop the plan in accordance with the State's ITM.

The Comprehensive Project Plan shall be created during the Design Kick-Off Phase and shall be updated throughout the project.

A.6. Implementation Schedule. The State-approved implementation schedule shall reflect key project milestone activities and corresponding dates. The initial Implementation Schedule and any subsequent changes to the Implementation Schedule shall require State approval.

A.7. Master Project Work Plan. The Contractor shall create a Master Project Work Plan that includes all known tasks for the duration of the project, including the critical path time line. The Master Project Work Plan shall reflect the State-approved implementation schedule and shall cover the entire project, including each product development phase. The Master Project Work Plan shall be created during the Design Kick-Off Phase and shall be reviewed weekly with the State Project Manager. The Master Project Work Plan shall be updated throughout the project to reflect current information.

A.7.a. Software Requirements for Master Project Work Plan. The Contractor shall create the Master Project Work Plan using Microsoft Project version 2000 or later and shall provide web access to the Master Project Work Plan, so that the State can assess schedule risk independently. The Contractor shall identify the tasks for which the State is to procure each software package, including the version of the software and the date required by the Contractor for installation of the software in the Master Project Work Plan.

A.7.b. Content of Master Project Work Plan. The Master Project Work Plan shall include the following:

1) Work Breakdown Structure. A work breakdown structure of the major phases of the project, accounting for all tasks, deliverables and milestones shall be provided.

2) Timetables. The Master Project Work Plan shall provide adequate time for the State to review, provide feedback, and approve all deliverables, revisions, or corrections. A timetable shall be developed for each task, deliverable, and milestone, including estimated start and completion dates, actual start and completion dates, estimated and actual task hours, and completion percentage for all in-process tasks. The dates arrived at within the Master Project Work Plan must be mutually agreed upon between the State and the Contractor within thirty

(30) days of submission of the Master Project Work Plan, with the State having final authority for approval.

3) Resource Loading. A description, by phase, of the number of Contractor personnel (including sub-contractor personnel, if applicable) to be based at the State furnished project site shall be provided. The Contractor shall ensure that the schedules of the project consulting staff have been designed to guarantee timely completion of deliverables. The full-time equivalents (FTE's) for all State personnel involved in the project are identified in this Contract Section A.12.e. A summary of total Contractor and State hours by phase is required.

4) Critical Path. The Master Project Work Plan shall include a critical path with parallel and dependent project tasks.

A.8. Assumptions and Constraints. The Contractor shall identify and document any assumptions or constraints that relate to the approved Master Project Work Plan and Implementation Schedule. The Assumptions and Constraints document shall be created during the Design Kick-Off Phase and shall be updated throughout the project to reflect current information.

A.9. Project Risks. The Contractor shall document potential project risks that could impact their ability to meet milestone dates in the Implementation Schedule and Master Project Work Plan. The Contractor shall also document procedures for handling of potential and actual problems; this shall also include general plans for dealing with the slippage of critical dates.

The Project Risks document shall be created during the Design Kick-Off Phase and shall be updated throughout the project to reflect current information.

A.10. Project Steering Committee (PSC) Oversight. The State's PSC provides executive-level guidance for the V.I.P. This committee is made up of the Project Sponsor and other senior business and technical executives. The PSC shall evaluate the project at critical review points as defined by the State. The evaluation shall consider information from project management, and technical groups supporting the project such as database administration, technical systems support, and computer operations. Quality Assurance assessments will be presented to the PSC for review. PSC approval is required for any changes to the project scope or implementation schedule.

A.10.a. Narrative Project Status Report and PSC Presentation. The Contractor shall make a semi-monthly presentation to the PSC. The narrative Project Status Report and presentation shall be provided that details the progress of the project, identifies the monthly activities of the project, documents upcoming key activities and identifies the issues and items needing PSC attention. The PSC may request unscheduled reports from the Contractor to address specific concerns relating to the project status.

A.11. Project Team and Organization. The Contractor shall provide a document identifying the Contractor and State project staff and their role assignments, as well as the organizational structure of the project team. This document shall be updated throughout the project to reflect any changes in project staffing and team organization that occur. The Project Team and Organization document shall be created during the Design Kick-Off Phase and shall be updated throughout the project to reflect current information.

A.12. State Project Team. State roles and full-time equivalents (FTE's) that have been allocated to the V.I.P. project are described in the following sections. During the contract term, State staff will not report to Contractor staff, and Contractor staff will

not assign tasks to State staff. State staff will not be responsible for the completion of contractor-assigned deliverables per this contract.

A.12.a. State Project Manager. The State shall provide a Project Manager. The State Project Manager shall be the Contractor's point of contact for the V.I.P. project.

The State Project Manager shall be appointed and on-site at the State office on or before the Contract start date. The State Project Manager shall consult with the Project Sponsor on a continuing basis in every phase of the project. This joint effort shall ensure that the V.I.P. is properly implemented, supporting the State's requirements, and properly documented. The State Project Manager shall provide expertise, assistance, and technical leadership in all State matters, including but not limited to, policy, staffing and organization, environment, data, information processing, current systems, and acceptance testing. The State's Project Manager shall work closely with the Contractor's Project Manager in day-to-day project activities.

A.12.b. Contract Manager. The Contract Manager shall be responsible for ensuring that the project is in compliance with the Contract and satisfies the State's requirements.

A.12.c. Office for Information Resource (OIR) Database Administrator (DBA). The OIR DBA has primary responsibility for the review and approval of conceptual data models/entity relationship diagrams and physical data models. Conceptual data models/entity relationship diagrams shall include the identification and description of entities, attributes, relationships and constraints. Physical data models shall include: physical design address tables, access paths, foreign keys and referential integrity (RI), domain integrity, triggers, stored procedures, plans, security, and data placement.

OIR DBA provides database design consultation for development projects to fine tune designs. OIR DBA shall be responsible for the review and approval of the framework database design. This is to ensure that the data model is well-designed to support the State's requirements and enforces referential integrity; to ensure that State policies and standards are followed; and to ensure that the designs are sound and maintainable. Standards maintained by OIR DBA, related to data modeling and physical database design, include data attribute naming, standard abbreviations, and object naming. The Contractor shall document functions performed by triggers and stored procedures, since they may impact recovery procedures.

OIR DBA shall work with the Contractor Database Coordinator to evaluate each recommended change to the baseline model to determine if the change is warranted and meets the State's requirements. OIR DBA shall be responsible for the review of all changes made by the Contractor staff to the baseline framework database design and shall provide feedback after the review of each version of the data models. The final version of the conceptual and physical data models must be approved by the OIR DBA before generation of the physical database.

OIR DBA has primary responsibility for developing and executing production implementation procedures related to database objects, and for implementing a standard database backup and recovery plan for the production database. This includes migration of database objects including triggers and stored procedures, change management, and implementation of backup/recovery procedures, production utilities and monitoring tasks. These procedures and this plan shall be based on requirements developed in conjunction with the Contractor during the Design Phase.

A.12.d. Quality Assurance Consultant. The Quality Assurance Consultant shall evaluate Contractor work process performance periodically throughout the project. The

Quality Assurance staff in the Department of F&A OIR shall conduct independent process assessments and recommend actions in writing to project management. These assessments shall focus primarily on critical processes identified in the Quality Management Plan, but may address other aspects of the project if needed. The Contractor shall make project records available to State Quality Assurance staff and shall make project staff available for interviews on a limited basis, as requested by the State.

A.12.e. Other State Project Staff Assignments. The State shall assign staff to key project roles, as described in the Role Tables below, to participate with the Contractor's staff in all Project Management Processes and Product Development Phases as outlined in the State's IT Methodology. At the State's discretion, State personnel may be substituted, added, or removed.

PROJECT ROLE	FTE ESTIMATE
DHS Program Unit Staff	
V.I.P. Project Sponsor (1 @ 20%)	0.20
FA Systems Director (1 @ 95%)	0.95
FA Director (1 @ 10%)	0.10
FA Service Center Director (1 @ 10%)	0.10
FA Program Directors (6 @ 20%)	1.20
FA Program Manager (4 @ 100%, 1 @ 75% and 1 @ 40%)	5.15
FA Program Coordinator (1 @ 100% and 1 @ 50%)	1.50
FA District Staff (8 @ 100%)	8.00
FA District Staff for Implementation Planning (8 @ 50%)	4.00
FA Training Director (1 @ 50%)	0.50
FA Training Officers (6 @ 50%)	3.00
FA Program Manager for Testing (1 @ 50%)	0.50
FA Specialists for Testing (2 @ 50%)	1.00
FA Program Supervisor – Child Care Eligibility (1 @ 75%)	0.75
Assistant Director of Investigation (1 @ 75%)	0.75
Investigator Specialist (2 @ 50%)	1.00
Fiscal Services Director (1 @ 20%)	.20
Fiscal Services FTE (1 @ 50%)	.50
DCS Program Staff (3 @ 30%)	.90
CSR Program Staff (1 @ 50%)	.50
Total Program FTE's	**30.80**

DHS Program Unit Staff roles shall provide and validate requirements for the application, act as program/policy subject matter experts, participate in user acceptance testing, and provide and roll out end user training.

PROJECT ROLE	FTE ESTIMATE
DHS Information Systems (IS) Staff	
Information Systems Director 4 (1 @ 25%)	0.25
Contract Manager (1 @ 80%)	0.80
Project Coordinator (1 @ 95%)	0.95
ACCENT Project Director (1 @ 80%)	0.80
ACCENT Project Manager (1 @ 20%)	0.20
Information Manager 3 (1 @ 100%, 1 @ 50%)	1.50
Information Systems Consultant (1 @ 100%)	1.00
Information Systems Supervisor (3 @ 50%)	1.50
Programmer Analyst 4 (2 @ 100%)	2.00
Programmer Analyst 3 (4 @ 100%)	4.00
Information Systems Analyst 4 (2 @ 50%, 1 @ 100%)	2.00
Information Systems Analyst 3 (2 @ 50%, 1 @ 100%)	2.00
Information Systems Analyst 2 (2 @ 100%)	2.00
Information Systems Manager 2 Test Manager (1 @ 100%)	1.00
Information Systems Analyst Supervisor (1 @ 50%)	0.50
Information Systems Analyst 4 (2 @ 50%)	1.00
Telecommunications Analyst (2 @ 50%)	1.00
Information Systems Analyst – Child Care (1 @ 100%)	1.00

Information Systems Analyst (1 @ 100%)	1.00
TOTAL DHS IS FTE's	**24.50**

DHS IS Staff shall oversee and coordinate the delivery of the project. ACCENT staff and other existing system developers shall act as existing system subject matter experts. The Test Manager shall plan and manage State staff during user acceptance testing.

PROJECT ROLE	FTE ESTIMATE
F&A, OIR Staff	
State Project Manager (1 @ 100%)	1.00
Database Administrator (DBA) (1 @ 75%)	0.75
Quality Assurance Consultant (1 @ 100%)	1.00
OIR Developers (24 @ 50%)	12.00
OIR Infrastructure (1 @ 100%)	1.00
OIR Security (1 @ 30%)	0.30
Telecommunications Analyst (1 @ 100%)	1.00
TOTAL F&A OIR FTE's	**17.05**

F & A OIR Staff roles are outlined in RFP Section A.12.

Infrastructure and Telecommunications roles shall manage the existing State infrastructure and shall participate with Contractor staff in engineering the infrastructure into which the application will be placed, and shall manage the hardware and network layers of the overall system.

The OIR Security role will approve the Security Plan and participate with the Contractor in the implementation of application and RACF security into the State's environment.

The OIR Developers support the current ACCENT application and shall act as existing system subject matter experts. During Post-Implementation, these roles shall assist the Contractor with some of the daily maintenance and support activities, as further described and limited in RFP Attachment 6.1, *pro forma* Contract Section A.36.a.

A.13. Contractor's Project Team. The Contractor shall staff the project team appropriately to assure that it can meet the responsibilities defined in this Contract in an efficient, effective, and timely manner. This shall require project team staff with the necessary expertise and in adequate number to perform or administer the activities.

A.13.a. Contractor Core Team. The Contractor shall have full responsibility for providing staff sufficient to complete the project in the required time frame. The initial Core Team and any subsequent substitution of Core Team members shall require approval by the State. Failure of the Contractor to provide a replacement with equal or greater qualifications may result in Contract termination. The Contractor shall be permitted to add or remove core team positions during the Post-Implementation Support Phase, as approved by the State.

At a minimum, the State requires the Contractor to supply the following Core Team personnel:

1) One (1) Project Manager and one (1) Back-up Project Manager

The project manager must have a minimum of five (5) years experience within the last seven (7) years in this job class. The Contractor Project Manager shall have the primary responsibility for coordinating the overall project tasks, including project planning, scheduling and staffing. The Contractor's Project Manager shall have daily interaction with the State Project Manager and shall also attend formal meetings with other State groups, as determined necessary by the State Project Manager during the course of the project.

2) One (1) Lead Business Analyst and one (1) Back-up Lead Business Analyst
The business analyst must have a minimum of five (5) years experience within the last seven (7) years in this job class. The lead business analyst shall perform the following job functions: analyze and document business requirements and processes related to public sector service delivery for a single or multiple related state agencies; formulate alternative solutions to satisfy these requirements which may involve business process reengineering and/or the deployment of information technology; plan and/or conduct end user training for new applications; develop and/or oversee plans for the execution of a solution from project inception to conclusion; construct data models and activity/process models as may be required to define system functions; provide support for the installation, testing, data conversion, implementation, and ongoing maintenance of the system; conduct and document the results of special studies dealing with systems and/or business process issues; facilitate sessions to gather and document requirements and explore solutions.

3) One (1) Database Coordinator (DBC) and one (1) back-up DBC
The DBC shall have a minimum of five (5) years experience within the last seven (7) years in this job class. Responsibilities shall include: relational data modeling and table normalization; database administration; software performance analysis and tuning; application architecture development; and application development DBA support.

The Contractor DBC shall be the primary agency interface with the OIR DBA and shall work with them for technical support and advice regarding design changes, tuning options, technical issues and standards. Apart from this role, the Contractor DBC may also develop and test the project's stored procedures.

4) One (1) Quality Control Manager (QCM)
The Contractor shall provide a management level person to perform QCM duties. The QCM shall: participate in developing the project's Quality Management Plan; assures that Contractor quality control activities are performed and documented; assures that corrections identified through those activities are made; assures that corrections identified by State quality review are made; administers the Contractor's process for resolving reported problems; and collects and reports quality metrics for the Contractor's work activities. The QCM shall have the managerial authority to change the Contractor's quality control activities as needed to improve their effectiveness.

5) One (1) Configuration Manager (CM)
The Contractor shall provide a management-level person or persons to perform the CM duties. The CM shall have the managerial authority to fulfill the following CM responsibilities: administering the project's configuration management process and tool(s); administering the Contractor's responsibilities within the project's change management process; and collecting metrics from these activities as required by the Quality Management Plan.

6) One (1) Data Conversion Manager and one (1) Backup Data Conversion Manager

The Data Conversion Manager shall have at least two (2) years experience within the last five (5) years in the following: data conversion activities for Family Assistance systems; manual and automated data conversion; system software conversion activities and implementation of major information processing systems; design and development of large information processing systems; technical experience and expertise in hardware, operating systems, networks, and database systems.

7) Two (2) Programmer/Analysts
The programmer/analysts shall perform the following tasks: analyze functional business processes and create design specifications for the development of web-based programs and web-based publishing; translate detailed design into computer software; test, debug, and refine the computer software to produce the required product; prepare required documentation, including both program-level and user-level documentation; enhance software to reduce operating time or improve efficiency. A minimum of two (2) years of experience within the last three (3) years in this job class is required.

8) One (1) Operations Specialist
The Operations Specialist shall be responsible for the daily operations of the V.I.P. until the Contract end date. At a minimum, the Operations Specialist shall: work with State information systems staff to coordinate and monitor all aspects of production processing, both on-line and batch; monitor the nightly batch to ensure that jobs are completed and that appropriate Contractor staff are alerted when problems arise; evaluate system problems and process abends to determine correct recovery and back out procedures to ensure data integrity; perform recovery of databases, recreate files, and ensure interagency interfaces are correct; monitor data sets, databases, and libraries to ensure adequate space allocation and data availability; monitor migrations of new or modified programs and program components across multiple test and production environments; monitor and manage on-line system response time; monitor and schedule batch processes; inform appropriate State information systems staff daily, through electronic mail, of the status of the system, on-line availability, and the results of regular and special batch processing; interface with information systems operations personnel to coordinate batch job scheduling with other State systems; interface with the Department of General Services mail room to understand the State's postal requirements and standards for document and form generation, including page insertion and folding, envelope "stuffing", etc. and to coordinate mailings of the V.I.P. forms and notices; participate in disaster recovery exercises; and provide operations support twenty-four (24) hours a day, seven (7) days per week.

A minimum of two (2) years of current experience within the last three (3) years in this job class is required.

9) One (1) Test Manager
The Test Manager shall be responsible for leading comprehensive software testing and quality assurance associated with a major systems development initiative until the Contract end date. This manager will manage Contractor staff in the development of test scripts, test plans, expected results tables, and system problem documentation and resolution for unit, system, and integration testing of V.I.P. In addition, this Test Manager will work closely with the State Test Manager and provide direction to the State testing team in conducting user acceptance testing.

Responsibilities shall include coordinating with line staff and management representatives from a number of technical and non-technical areas in

establishing development and testing priorities and strategies, verifying the correct functions of new and revised batch and on-line system components, monitoring the progress of testing efforts, developing corrective action strategies in response to documented problems, and scheduling and authorizing the implementation of new and revised programs.

A minimum of two (2) years of current experience within the last three (3) years in this job class is required.

A.13.b. Staff Management and Administrative Support. The Contractor shall provide day-to-day management of its staff. The Contractor shall provide administrative support for its staff and activities.

A.13.c. Plan for Working with State Staff within Work-Day Constraints. The Plan for Working with State Staff shall be created during the Design Kick-Off Phase and shall be updated throughout the project. The Contractor shall coordinate with State staff to accommodate unusual schedule needs.

A.13.d. Contractor Work Space, Connectivity, Supplies, and Equipment. The Contractor shall provide supplies and equipment for Contractor staff that meets minimum State platform requirements for work stations. The Contractor shall ensure workstation and laptop devices connected to the State's network are current with OS patches and Antivirus software. The Contractor shall provide office automation software for Contractor staff that is in compliance with minimum State platform requirements.

The State shall provide work space and connectivity for the Contractor staff. Also, the State shall provide all State-approved State-Standard software, including application development software, database management systems (DBMS), reporting tools, COTS software, and utilities.

A.14. Quality Management Plan. The Contractor shall create a Quality Management Plan during the Design Kick-off Phase. The Quality Management Plan's defined activities shall be identified, and time and resources shall be allocated to them. The Contractor shall update this plan in subsequent phases, as more information is available.

The Quality Management Plan shall cover the following topics:

A.14.a. Purpose and Scope of the Plan. The Contractor shall define the purpose and scope of the plan, including the identification of related project management documents.

A.14.b. Project Quality Objectives and Metrics. The Contractor shall describe the project quality objectives and metrics needed to assess progress toward those objectives. Quality assurance activities shall be fully described as to method, schedule, and responsibility. Detailed procedures may be included or referenced from a separate document. The Contractor shall perform quality control on its work. It shall inspect or test all deliverables, both documents and software, before submitting them for State review. Quality assurance shall assure that documents are free from cosmetic errors (spelling, grammar, syntax, etc.), complete, accurate, detailed sufficiently for their intended use, and conform to applicable State standards. The Contractor shall ensure that all components of the V.I.P. function in accordance with the design specifications. Software source code shall be validated by visual inspection. Software executable code shall be tested dynamically to assure that it functions according to its business and technical specifications. Testing shall be performed on each developed or modified software component and on the assembled system. In addition, stress testing shall be performed on the V.I.P. to test capacity and performance.

Each identified metric shall be fully defined in terms of:

1) Purpose and expected use.
2) Definition of data elements used in the metric.
3) Collection, calculation, reporting method, schedule, and responsibility.
4) Standards to be used in the project (these may be references to external documents).
5) Management-level, milestone or payment point review activities.

A.15. Quality Management Record Keeping. The Contractor shall provide up-to-date records on its quality-related activities during the project and make them available to the State upon request. These records shall include documents such as inspection reports, test plans, test results, and metrics required by the Quality Management Plan. Records shall be uniquely identifiable with the subject activity or deliverable (including version), include tracking data such as date created, and be organized to facilitate researching specific process or deliverable issues.

A.16. State Quality Review. The State and the Contractor shall acknowledge completion of all project deliverables. The Contractor shall submit all deliverables to the State for review and approval. For State reviews, the Contractor shall allow a minimum of ten (10) business days, following the date the Contractor submits the deliverable to the State for review of each deliverable that the Contractor has developed with the exception of: functional, report, notice, correspondence, interface, and technical infrastructure design specifications; initial master project work plan; implementation plan; data conversion mapping and migration requirements; user and operation manuals. A minimum of fifteen (15) business days shall be allowed for State review of each of these deliverables. The State shall review all deliverables to determine their fitness for use. If the State finds deficiencies in deliverables, it shall formally communicate them in writing to the Contractor. The Contractor shall correct all such deficiencies and resubmit corrected deliverables for review (which begins a new review cycle). All deliverables shall be approved in writing by the State to be considered final. Payment for a phase is contingent upon the State's approval of all deliverables in a phase.

A.17. Status Meetings and Status Reports. The Contractor shall conduct weekly status meetings with the State Project Manager and team leaders. The Contractor shall prepare weekly Status Reports that reflect the major activities for the reporting period. The Project Managers and Team Leaders shall use the Status Report as a mechanism to monitor project activity and to detect potential problems or delays. Reports should be primarily in list form and shall serve as agendas for meetings. Topics to be covered include:

a. a GANTT chart generated from Microsoft Project comparing status with the baseline;
b. a listing of significant departures from the Master Project Work Plan with explanations of causes and strategies to achieve realignment;
c. a listing of tasks that were completed since the last report;
d. tasks that were delayed and reasons for delay;
e. tasks in progress;
f. planned activities for the next scheduled period;
g. staffing concerns or issues encountered, proposed resolutions and actual resolutions;
h. an updated report on project risks with recommendations for elimination or mitigation; and
i. a listing of any other topics that require attention from the State's Project Manager or the PSC.

A.18. Action Items and Open Issues Tracking. The Contractor shall establish a repository on the Project Web Site to track action items and open issues. This log shall contain a description of the action item/issue, subject category, the owner of the item, a priority, an expected resolution date, an actual resolution date, description of the resolution, and a resolution status. The Contractor shall update this repository daily and make available an updated report for review.

A.19. Change Management Plan. The Contractor shall create a Change Management Plan during the Design Kick-off Phase. This Change Management Plan shall establish a change management process to control changes to scope, requirements, and other approved deliverables and to ensure that these changes are systematically documented, assessed for need, impact, and appropriateness, and presented for review and approval to the PSC. The Contractor shall update this plan in subsequent phases, as more information is available.

The Contractor shall meet the minimum change management requirements as approved by the State.

A.19.a. Requirement Change Management Plan. The Contractor shall create a Requirement Change Management Plan during the Design Kick-off Phase. The Requirement Change Management Plan shall be updated throughout the project. The State and Contractor shall cooperate in managing changes to previously agreed upon functional business processes and technical requirements. The Contractor shall track the status of in-progress change requests and report to the State upon request. Requirements Change Requests shall be administered using a two-step assessment and approval process. The first step is to determine the effort required to assess the request. Then, if approved to continue, the second step determines the effort required to implement the request. The PSC shall approve both steps before a change request is accepted.

A.19.b. Written Change Orders. A Change Order is defined as modifications specifically required by new or amended Federal or State laws, regulations, and other required business changes.

1) The State's Contract Manager may, at any time during the contract period and with written notice to the Contractor, request changes to work products within the general scope of the Contract. Requested changes may include modifications specifically required by new or amended Federal or State laws, regulations, and other required business changes. However, any corrections of system deficiencies relating to requirements outlined in the RFP and any investigations necessary to determine the source of the problem will not be considered Change Orders and are the Contractor's responsibility to make without charge to the State. See Warranty Period, Section A.139.b.
2) The written Change Order issued by the State shall specify whether the change is to be made on a certain date or placed into effect only after approval of the Contractor costs statement as described in the following paragraph.
3) As soon as possible after receipt of a written Change Order, but in no event more than fifteen (15) calendar days thereafter, the Contractor shall provide the State with a written statement that the change has no price impact on the Project, or that there is a price impact, in which case the statement shall include a description of the price increase or decrease involved in implementing the change. The cost or credit to the State resulting in a change in the work shall specify the total cost based on the number of staff-hours required to complete the change, times the corresponding hourly rate as defined in Section C.3.
4) Invoices for Change Orders may be submitted upon the State's signed acceptance of the change. Such invoices shall, at a minimum, include documentation of the State's approval for the Change Order work to be undertaken, the name of the individual(s) that worked on the Change Order, the

individuals' job title, the number of hours required to complete the Change Order work, the Change Order Hourly Rate, and the total compensation due the Contractor for the Change Order in question. Payments for approved Change Orders may not exceed 10 % of the maximum liability identified in the original base contract without amendments.

5) The State will compensate the Contractor for Change Order work based on the State-approved Hourly Rate schedule, in a total amount for each change request not to exceed the written estimate agreed upon by the parties.
6) The Master Project Work Plan shall incorporate the defined activities for processing the Change Orders and shall allocate time and resources to them.

A.20. Configuration Management Plan. The Contractor shall create a Configuration Management Plan during Design Kick-off Phase to outline procedures for version control for all deliverables, including system source code. The Contractor shall update this plan in subsequent phases, as more information is available.

Version releases of all Contract deliverables shall be tracked, as determined by the State. The configuration management process shall assure that the status of all existing deliverables is known, that only approved versions are released for production use, that prior released versions can be recreated, and that changes are made to released deliverables only when authorized. The final release of each deliverable shall reside in a library under State control. The Contractor shall meet the minimum configuration management requirements of the State, as documented in the Tennessee Information Resources Architecture in Contract Attachment J.

The Contractor shall use an automated configuration management tool that is in compliance with State standards.

A.21. Communication Plan. The Contractor shall create a Communication Plan during the Design Kick-off Phase. The Communication Plan shall be updated throughout the project to reflect current information. The State realizes the criticality of effective project communication to provide the links for people, information, and ideas that are essential for project success. In order to ensure that everyone is prepared to send and receive communication in the most effective manner, a plan for managing project communication is required. The Communication Plan shall define the information and communication needs of the stakeholders, including who needs access to project information, what information is needed, when it will be needed, and how the information will be provided to them.

A.21.a. Information for Communication Planning. The Contractor shall utilize the following information for communication planning: project organization, project stakeholder responsibilities and relationships; familiarity with the State's Family Assistance Programs and policies; identification of individuals that will be involved in the communication process and their locations; external information needs, including the press, governmental agencies, and other interested parties; availability of communication technology; and constraints and assumptions, relating to communication methods or media.

A.21.b. Content of the Communication Plan. The Communication Plan shall include the following:

1) collection structure;
2) distribution structure;
3) description of information to be disseminated;
4) a method for updating the communication plan; and
5) schedules listing when information will be produced.

The Contractor shall update this plan in subsequent phases, as more information is available.

A.22. Change Readiness Plan. The Contractor shall create a Change Readiness Plan during the Design Kick-Off Phase. The change Readiness Plan shall describe how the Contractor shall assist the State in developing a pro-active change readiness campaign. The State shall require assistance in this area due to the business process re-engineering that shall be performed and the differences among geographic and programmatic offices. The focus of the change readiness campaign shall be on determining and implementing ways in which to better prepare State staff at all levels and locations of the organization for the implementation of the new system. The Contractor shall define achievable goals, define campaign materials, design the campaign, work with State staff to target users and managers for review and comment, and establish a schedule for meeting with key State, County, and District office staff regarding the parameters surrounding the campaign. The Contractor shall update this plan in subsequent phases, as more information is available.

A.23. Project Web Site. The Contractor shall develop a project web site, which shall be housed at the State and hosted on the DHS intranet, to facilitate communication to project participants as to project status, activities, work products, milestones, accomplishments, etc. The Contractor shall use the Web site for Change Readiness and Communication Plan activities. Use of the web site for potential early demonstration/training activities is suggested. The Contractor shall utilize the Web site to capture and disseminate updates to the Master Project Work Plan. The Contractor shall create the project web site during the Design Kick-off Phase and update the project web site throughout the project, providing current information.

A.24. Capacity Analysis and Evaluation Plan. The Contractor shall create a Capacity Analysis and Evaluation Plan during the Design Kick-off Phase. The Master Project Work Plan shall incorporate the defined activities for the Capacity Analysis and Evaluation Plan and allocate time and resources to them. The Contractor shall utilize an automated tool to perform capacity analysis. The Contractor shall update this plan in subsequent phases, as more information is available.

A.24.a. Planning. The purpose of the Capacity Analysis and Evaluation Plan is to identify users of the system and to assist State technical, operations, and telecommunications personnel in projecting the capacity needed and communication requirements (bandwidth, lines, etc.) to support the system. The Contractor shall document the approach for the selection and utilization of servers (application, communications, database, gateways, etc.) that provide a modular, scaleable framework solution that meets the State's minimum performance objectives. The Contractor is not required to provide communications hardware and software for the system. However, the Contractor shall provide the planning coordination for the network to achieve the minimum performance standards indicated below and shall perform all application system modifications required to ensure system performance meets the required performance standards.

1) During the three (3) months following Statewide implementation, V.I.P. shall be available and fully functional 99.0% of the time during core business hours and 30% of the time during non-core business hours, with scheduled down-time taking place during non-core business hours. 99.0% uptime for the defined daily core hours translates to 10 minutes of downtime per Core-Time-Day (1020 total minutes).

   Following the initial three (3) month period, V.I.P. shall be available and fully functional 99.90% of the time during core business hours and 30% of the time during non-core business hours, with scheduled down-time taking place during

non-core business hours. 99.90% uptime for the defined daily core hours translates to 1 minute of downtime per Core-Time-Day (1020 total minutes).

Core business hours are defined by the State as 5:00 a.m. – 10:00 p.m. (CST), Monday through Saturday, including State holidays. Non-core business hours are defined by the State as 10:01 p.m. – 4:59 a.m. (CST) Monday through Saturday, all day on Sunday, and on selected State holidays as approved.

System response times will be calculated based on the average response time for several key transactions. System availability will be tracked throughout the day and averaged for core and non-core daily periods, with additional weekly and monthly averages.

2) The application response time shall be three (3) seconds or less 95% of the time during core and non-core business hours. The response time measurement will be the amount of time from the application receiving a request until the application sends the result, i.e., internal application response time between receipt and response to a user request. The response time measurement shall not include the time required to transmit the user's request or the request results over the user's network connection.

   Programming techniques shall be employed to minimize CPU consumption and utilize efficiencies in database I/O and system memory. Database coding techniques shall utilize static SQL, where possible, and utilize efficient coding of stored procedures. Additionally, the page size transmitted between the application server and the user workstation / browser shall not exceed 50KBytes.

A.24.b. Evaluation. The Contractor shall be responsible for evaluating system performance. The State requires the Contractor to plan a strategy with review points for capacity evaluation. The initial plan and evaluation criteria should be based on preliminary estimates from data provided by the State, taking into account compatibility with the Tennessee environment; subsequent evaluations and modifications to the strategy shall be made as the project progresses and more detailed data estimates become available. The capacity evaluation strategy shall also address performance issues on non-state sites, which utilize internet connections. Information relating to hardware, software, and communications network is referenced in the Tennessee Information Resources Architecture as referenced in Section A.4 and documented in Contract Attachment J; additional General and Technical Requirements that are specific to this project are documented in Contract Attachment G.

The Contractor should also reference current samples of the State's transaction volume counts for each State system that is being replaced or partially replaced with the V.I.P., as defined in Contract Attachment H. The capacity evaluation shall project processor size and speed, input/output rates (I/O per second), communications requirements (lines, terminals, printers, minimum bit rate, packet loss, latency, etc.), memory, storage, cartridges (number of devices required). These projections shall take into account DBA requirements with regard to configuration and capacity.

A.24.c. State Requests to Conduct Independent Capacity Simulation Models. The State may conduct independent capacity simulation models and, if the State so elects, the Contractor shall provide all necessary support for that process.

A.24.d. Benchmark Tests: To determine the growth and reliability of the system, the Contractor shall design and perform benchmark tests. The benchmark shall be designed to produce information that supports projections of system performance characteristics and capacity projections of the system under statewide operations for two years following statewide implementation. The benchmark shall also address stress tests at each level of technology employed by the System. A capacity

simulation and benchmark report documenting the projections shall be submitted to the State for review and approval.

A.24.e. Capacity Evaluation Reporting. The Contractor shall prepare interim and final Capacity Evaluation Reports which documents, in detail, the results of the tests and recommendations for resolving any problems, as outlined in the Capacity Analysis and Evaluation Plan. The Contractor shall provide detailed documentation demonstrating how the required response time shall be achieved by the application. All calculations and assumptions are to be shown. At a minimum, the documentation shall show line speeds, devices supported per circuit and per location, routing, average and peak traffic load and average and worst case response times. The Contractor shall provide to the State all information about the impact of application solutions, including but not limited to additional memory.

A.25. Security Plan. The Contractor shall create a detailed Security Plan describing how the V.I.P. application security features shall be integrated with RACF to provide the security requirements found in Contract Attachment G. Recommended levels of security, limitations of capabilities, and required rules shall be provided. The format and content of security tables shall be included, as well as the recommended starting phase for establishing security profiles. Security requirements are documented in Contract Attachment G.

A.26. Test Management Plan. The Contractor shall develop a Test Management Plan that addresses all testing efforts for the entire project, during the Design Kick-off phase, which is input to the development of test plans for the testing levels; unit, system, integration and user acceptance. The Test Management Plan shall be updated throughout the project. The plan shall address things such as: objectives and approach; resources (personnel, hardware, testing tools); infrastructure safeguards; test level; source and management of test data; test validation procedures; and interface testing.

A.26.a. Unit Test Plan. The Contractor shall create a Unit Test Plan during the Design Kick-off Phase which reflects both positive and negative aspects of each option or condition within the module code. The Unit Test Plan shall be updated throughout the project.

At the State's request, the Contractor must be prepared to replicate any or all Unit tests on-site using the State's testing environment, including the State's Wide Area Network. The Contractor must be prepared to provide the State with the test scenarios and data the Contractor used during its own Unit Tests. In addition, the results of the Unit tests shall be available for State inspection at any time through a link provided from the project web site to the automated test tool.

A.26.b. System and Integration Test Plan. The Contractor shall create a System and Integration Test Plan during the Design Kick-off Phase, including test conditions and test data for system and integration testing in accordance with the test plan descriptions in the State's ITM. This test plan shall clearly set forth how the system test is designed to fully test system functions and features. The plan shall identify the inputs to the test, the steps in the testing process and the expected results. The plan shall provide detailed descriptions of the test environment, regression testing and other test methods, workflow, and training required. The Contractor shall update this plan in subsequent phases, as more information is available.

All test cases shall be traced to specific requirements and specifications, and specific requirements and specifications shall be mapped to one or more identified test cases.

At the State's request, the Contractor must be prepared to replicate any or all Integration and System tests on-site using the State's testing environment, including

the State's Wide Area Network. The Contractor must be prepared to provide the State with the test scenarios and data the Contractor used during its own Integration and Systems Tests. In addition, the results of the Integration and System tests shall be available for State inspection at any time through a link provided from the project web site to the automated software testing tool.

A.26.c. Automated Software Testing Tool. The Contractor shall use the State-standard automated software testing tool, as defined in the Tennessee Information Resources Architecture in Contract Attachment J. The plan shall indicate how the Contractor will use the automated software testing tool during Testing.

A.27. Backup and Recovery Plan. The Contractor shall create a Backup and Recovery Plan during the Design Kick-off Phase. In order to prevent loss of data, the Contractor shall develop and implement backup and recovery procedures. This plan shall include procedures for the periodic copying of data to other media and the process for restoring data to its original or prior form. Tests shall be performed to validate the backup and recovery procedures. The Contractor shall include provision for off-site storage of the V.I.P. application and data. The Contractor shall participate in the State's disaster recovery tests during the Implementation and Post-Implementation Support Phases of this project. The Contractor shall update this plan in subsequent phases, as more information is available.

A.28. Problem Resolution Plan. The Contractor shall create a Problem Resolution Plan during the Design Kick-off Phase. A problem repository shall be provided to track all reported problems and issues, including the current status. The Contractor shall utilize the State-provided automated software testing tool for tracking software defects and a repository for tracking other open project issues that are not classified as software defects. The State shall be granted access to these repositories to view information, as needed. The Contractor shall update this plan in subsequent phases, as more information is available.

The Problem Resolution Plan shall address the following requirements:

A.28.a. Problem Reporting. The Contractor shall track reported problems, using the automated problem tracking tool, to closure and report their status upon request. The Contractor shall evaluate each reported problem, estimate the time needed to resolve the problem, identify potential impacts on the system and the project, and report to the State. If the State decides to proceed with the resolution, it shall assign a relative priority to the problem. The Contractor shall then resolve the problem according to its assigned priority. Resolutions shall be verified and approved in writing by the State to be considered closed.

1) Critical Problems. The Contractor shall classify certain problems as "critical" at its sole discretion. The Contractor shall act to resolve critical problems as quickly as possible, bringing to bear all necessary resources.

2) Non-Critical Problems. The Contractor shall resolve a non-critical problem typically within twenty-one (21) calendar days following the date the State notifies the Contractor to proceed with a proposed resolution. If the Contractor finds it cannot resolve a specific problem within this time frame, it shall provide justification for the delay and propose a new resolution date prior to the end of the twenty-one (21) days.

A.29. User Acceptance Test Plan. The Contractor shall create a User Acceptance Test Plan during the Design Kick-off Phase. The User Acceptance Test Plan shall be a description of the Contractor's role in leading and supporting the State in User Acceptance Testing. The State shall actually perform the User Acceptance Test.

User Acceptance Test Plans shall be developed to provide State testers with clear, user-friendly instructions and expected test results. User Acceptance Test Plans shall include the specific objectives to be accomplished, the conditions that shall be met to prove that the objectives are accomplished, the data that shall be used in testing those conditions and the expected results. All test cases shall be traced to specific requirements and specifications, and specific requirements and specifications shall be mapped to one or more identified test cases.

The User Acceptance Test Plan shall include realistic time frames for completion of the testing by State staff. The Contractor shall update this plan in subsequent phases, as more information is available. This deliverable shall be reviewed with the State; State approval is required before training classes for user acceptance testers are scheduled.

A.30. Training Plan. The Contractor shall create a comprehensive Training Plan during the Design-Kick-off Phase. The Contractor shall update this plan in subsequent phases, as more information is available, in order to continuously improve the training process.

A.30.a. Overall State Training. The Contractor shall prepare a separate training plan for each type of training. All training shall be role-based, modular and scaleable in design. The Contractor will conduct train-the-trainer training, while the State will be responsible for training remaining State staff.

1) Modular and Scaleable Classes. The Contractor shall describe their approach to design modular and scaleable training classes to meet the specific needs of each individual who requires training for the V.I.P. and the method of training that will provide the most benefit for each business user.

2) Training Methods. In the Training Plan, the Contractor shall utilize multiple methods of training, including, but not limited to, web training, classroom training, computer-based training (CBT), and video training.

3) Training Content. The Contractor shall present "the big picture" in each training class to address how that specific training component fits into the larger picture and contributes to a result. The Contractor's training content shall include system workflow and usage training for all types of system users. The Contractor shall emphasize the importance of following standard practices for data entry and other system usage to ensure quality and completeness of data and to achieve maximum system benefits for all users.

4) Training Curricula and Materials. The Contractor shall create role-based training curricula that are customized for each unique training class. The Contractor is responsible for developing all training materials and curricula in Microsoft Word; these training documents shall be converted to PDF format for electronic presentation to training participants. All training materials and curricula shall be owned by the State. The Contractor is not responsible for making copies of training curricula; this task shall be performed by the State. However, the Contractor shall ensure that all training curricula, plans, and other training materials are current prior to training.

5) Training Schedule. In the Training Plan, the Contractor shall schedule training sessions in accordance with the system implementation schedule and the Master Project Work Plan. The Contractor shall prepare a "just-in-time" training schedule for all training classes. The State is responsible for identifying training locations and providing training facilities for training conducted by the Contractor for State business users.

6) Training Preparation. The Contractor shall ensure that all procedures, training environment hardware and software configurations, classroom setup requirements, etc. reflect the most current information for State training.

7) Training Assessment. The Contractor shall implement methods to continuously assess and evaluate the training process and to make adjustments, as necessary. Training approach, curricula, methods, procedures, and materials should be changed as necessary to ensure that State participants are receiving the most effective training for the V.I.P. The Contractor shall implement methods for assessing the results of training by class participants and by State Office management, who shall observe and evaluate the training process.

A.30.b. Business User Training. The Contractor shall provide train-the-trainer training to prepare State trainers to perform training for business users who shall use the V.I.P. to perform daily job functions. State trainers shall train all other DHS business users. Training shall be structured around the new business user roles that are defined during the Design Phase. A business user is defined as a State employee or Contractor hired by the State to perform business functions.

The business user training curricula and materials shall cover, at a minimum, the following topics:

1) System Overview including: system benefits; data inputs, data outputs, and reports produced; major system business functions; and User Manual contents and usage.
2) System Usage including: entering data and data validation; data correction and user help features; menu and system function navigation; problem recovery; report contents, report generation; search and inquiry features; and record update procedures.
3) System Operation including: seeking technical help (application and equipment assistance); all course instructors' and students' classroom materials (e.g. manuals, handouts, etc.).

A.30.c. Technical Staff Training. The Contractor shall train the State's technical team that will perform maintenance and support activities after the Contract end date.

1) Training Assessment by Technical User Role. The Contractor shall identify technical staff that the Contractor is responsible for training. The Contractor shall assess the training needs of the State's business analysts, systems analysts, DBA's, developers, and operations specialists.

2) Technical Training Content. The Contractor shall train the State's technical staff in the State-approved detailed product development methodology for the V.I.P. and in the use of automated tools that are used to support that methodology for the initial implementation and future maintenance and support of the system. The Contractor shall mentor State technical staff by allowing members of the State technical staff to work in conjunction with Contractor staff to transfer knowledge and build skills that are necessary to promote a successful turnover of future maintenance and support to State technical staff during the Post Implementation Support Phase.

3) Technical Training Curricula and Materials. The Technical Staff training curricula and materials shall cover all aspects of system design, operation, and maintenance, including, at a minimum, the contents and usage of the Operations Manual.

A.31. Data Conversion Plan. The Contractor shall be responsible for all manual and automated conversion efforts. The Contractor shall develop and implement a Data

Conversion Plan to convert data in a timely manner and one that ensures data integrity and the validity of the data are maintained throughout the conversion and implementation phases. The Data Conversion Plan shall address the Contractor's strategy for converting and maintaining approximately ten (10) years of legacy data to the new V.I.P. database. The Data Conversion Plan shall be developed in support of the State-approved implementation schedule.

The Data Conversion Plan shall be created during the Design Kick-Off Phase and shall be updated throughout the project.

a. Process for Converting Data from Legacy Systems. The Contractor shall convert data from several legacy systems that are being fully or partially replaced within the scope of the V.I.P. project, as defined in Contract Attachment B. The Contractor shall define the data conversion process that will be used for each of these legacy systems.

b. Integration Testing Requirement. Integration testing shall be performed and results documented on this converted data, prior to User Acceptance Testing.

c. Data Conversion Plan Content. The plan shall address, at a minimum, the following:

1) Data cleansing.
2) Identification of all conversion tasks.
3) Schedule of conversion tasks.
4) Identification of all data sources.
5) Identification of data elements and/or systems to be converted.
6) Identification of data needed to populate the system so that the V.I.P. is a fully functioning system.
7) Data conversion and load process.
8) Conversion environments.
9) Conversion testing.
10) Identification and tracking of defects.
11) Roles, responsibilities, and staffing to support conversion.
12) Conversion overview noting objectives, approach, roles, techniques, testing process, date validation, impact and resources.
13) Conversion strategy for handling "black out" period when switching from the old system to the new and the interfaces associated with each.
14) Conversion process (automated, manual, verification procedures, and acceptance responsibilities).
15) Conversion of data into a common format (i.e. XML) prior to the loading into the V.I.P.
16) Conversion support (system resource requirements, policy and hardware).
17) Manual conversion system/data cleanup activities.
18) Manual data entry activities.
19) Procedure for continually updating V.I.P. data when there are changes to the source systems until all the V.I.P. sites have been implemented.
20) Identification of necessary computer processing workloads.
21) Identification of and planning for manual support requirements.
22) Identification of control procedures and evaluation criteria.
23) Special training for conversion activities.
24) Any interim file maintenance requirements.
25) Development of conversion programs (This includes specifications, program coding, test plans, and complete testing).
26) Backup and recovery of converted data, including methods for returning to legacy state.

A.32. Implementation Plan. The Contractor shall create an Implementation Plan during the Design Kick-off Phase. The Implementation Plan shall describe the strategy for installing the system by defining the processes, schedules, hardware installation, software installation, and site preparation. The Contractor shall update this plan in subsequent phases, as more information is available.

A.32.a. Approach to Implementation. The Contractor shall describe its overall approach to implementation during the Design Kick-off Phase. This approach shall be updated throughout the project as additional information is known. The Contractor shall develop a strategy for providing the necessary staff to ensure that the required level of implementation support is available.

A.32.b. Required Content of Implementation Plan. The Implementation Plan should describe, at a minimum, the following:

1) recommendations concerning third-party software needs and timing of purchase (if applicable);
2) the objectives and approach for components requiring installation with particular emphasis on utilization of the WAN, Intranet, Extranet and Internet;
3) the schedule of installation activities, relating to system issues, data conversion, training, and testing of third party software (if applicable);
4) implementation preparation tasks in detail, readiness to convert the required data, security preparation, staff training, personnel assignments, and level of resources required for each area;
5) site preparation, addressing site-specific requirements and plans;
6) confirmation of the training schedule;
7) confirmation of the systems test objectives and schedule;
8) confirmation of the software completion schedule;
9) confirmation of the data conversion and system conversion schedule;
10) identification of production locations (not to exclude non-traditional DHS location);
11) production job flow and job dependencies;
12) manual support procedures;
13) updated documentation;
14) backup and recovery procedures; and
15) contingency approach.

A.33. State Service Portal Contract. The State has established a State Service Portal to provide a single access point that functions as an interactive information and transaction gateway to improve the way citizens and businesses access State government services and information over the internet. A contract has been established with a provider of portal services. It is State policy that all internet services provided to citizens and businesses shall go through this portal.

A.33.a. State Service Portal, State Responsibilities. During all project phase activities, the State Project Manager shall work with the State Portal Manager to facilitate the flow of information and the resolution of issues between the new System Contractor and the Portal Contractor.

A.33.b. State Service Portal, V.I.P. Contractor Responsibilities. The V.I.P. Contractor shall work with the State Portal Contractor to develop a seamless interface between V.I.P. and the State's existing portal.

1) Eligibility Self-Screening and Application Filing: The V.I.P. Contractor shall work with the State Portal Contractor to create a link from the State portal site to these new internet components, which the V.I.P. Contractor shall develop. To accomplish this, the Contractor for the new system shall do the following in the appropriate project phases:

a) Include tasks and deadlines in the work plan related to the link from State's portal site to the V.I.P. internet components.

b) Work with the State and the Portal Contractor to thoroughly test the link from the State's portal site to the V.I.P. internet components.

2) Childcare Enrollment Attendance and Verification (EAV): The V.I.P. Contractor shall work with the State Portal Contractor to provide information and to develop a seamless interface with the existing State portal EAV application. The V.I.P. shall process these transactions, update databases, extract information to respond to queries and pass data back to the portal application for presentation to the citizen or business. To accomplish this, the Contractor for the new system shall do the following in the appropriate project phases:

a) Include tasks and deadlines in the work plan related to the integration of the portal application with the V.I.P.

b) Develop specifications for the interface between the portal application and the new system. These specifications shall include, but are not limited to, formats, field definitions, whether data is optional or required, screen headings and field captions.

c) Work with the State and the Portal Contractor to thoroughly test the integration of the portal application interface with the V.I.P.

A.34. State Service Center and Interactive Voice Response (IVR) Capabilities. The State has implemented a Service Center to improve the way citizens and businesses access State government services and information over the telephone.

State Service Center, V.I.P. Contractor Responsibilities. The V.I.P. Contractor shall work with the State Service Center Manager to provide information and to develop a seamless interface with the State Service Center application. The V.I.P. shall receive search criteria from the Service Center application, develop queries, and extract information to respond to queries and pass data back to the Service Center application for voice presentation to the citizen or business or screen presentation to the Service Center representative. To accomplish this, the Contractor for V.I.P. shall do the following in the appropriate project phases:

1) Include tasks and deadlines in the work plan related to the integration of the Service Center/IVR application with the V.I.P.
2) Develop specifications for the interface between the Service Center/IVR application and the V.I.P. These specifications shall include the data for search criteria and data returned as search results.
3) Work with the State to thoroughly test the integration of the Service Center application interface with the V.I.P.

A.35. Electronic Benefit Transfer (EBT). A Contract has been established with an EBT Contractor to provide EBT services. EBT cards are used by eligible clients to access food stamp and cash benefits and to track Families First work activities, where appropriate. Provider payments for Child Care services shall require time and attendance verification to be matched against Families First Work activity data using electronic benefit transfer (EBT) technology. Families First training and education activities shall require time and attendance tracking and verification utilizing EBT technology for the purpose of establishing participant compliance.

A.35.a. EBT, V.I.P. Contractor Responsibilities. The V.I.P. shall process EBT transactions, update databases, extract information to respond to queries and send data to and

receive data from the EBT application. To accomplish this, the V.I.P. Contractor shall do the following in the appropriate project phases:

1) Include tasks and deadlines in the work plan related to the integration of the EBT application with the V.I.P.
2) Develop specifications for the interface between the EBT application and the V.I.P. These specifications shall include the data for search criteria and data returned as search results.
3) Work with the State to thoroughly test the integration of the EBT application interface with the V.I.P.

A.35.b. EBT, State Responsibilities. During all project phase activities, the State Project Manager shall be the liaison between the V.I.P. and the EBT Contractor, facilitating the flow of information and the resolution of issues.

A.35.c. EBT, EBT Contractor Responsibilities. The EBT Contractor has developed the EBT applications that shall interface with the V.I.P. Citizens and businesses shall interact with these EBT applications which shall accept the information necessary to complete transactions and format the transactions that shall be submitted to the V.I.P.

A.36. Turnover Plan. The Contractor shall create a Turnover Plan during the Design Kick-off Phase. The Contractor shall update this plan in subsequent phases, as more information is available.

A.36.a. Content of Turnover Plan. The Contractor shall outline its plan for turnover from Contractor support to State support. The Turnover Plan shall include the state of readiness required for system turnover. This plan shall outline the conditional criteria required to turn over responsibilities for the operation and support of the V.I.P. from the Contractor staff to State staff. The Contractor shall develop high-level specifications for decreasing Contractor staff responsibilities and increasing State staff responsibilities for system operations, support, and maintenance. The Turnover Plan shall describe all tasks to be performed by the State and the Contractor to ensure a smooth transfer of services to the State. Under the direct supervision of the Contractor and without limiting or revoking the Contractor's warranty, the State technical staff shall assist the Contractor with some of the daily maintenance and support activities during the Post-Implementation Support Phase. This activity shall serve as a method of teaching the State's technical staff to perform the necessary job functions to allow the State to assume full responsibility for the maintenance and support of the system at the end of the Post-Implementation Support Phase.

A.36.b. Measurements for Successful System Turnover. At a minimum, the Contractor's success with system turnover shall be measured by the State's ability to:

1) Demonstrate an understanding of the V.I.P. business processes and rules with the ability to explain concepts to others.
2) Support the on-line environment by resolving any interruptions in a timely manner.
3) Successfully schedule, execute and support the batch cycles (daily, weekly, month end and reporting) and understand the business implications of batch jobs, production issues, etc.
4) Respond to all production issues in a timely manner, providing accurate and meaningful responses and workarounds.
5) Respond to all case inquiries and/or central office staff requests in a timely manner, providing accurate and meaningful responses and workarounds.
6) Demonstrate an understanding of the V.I.P. technical architecture and capability to resolve.
7) Apply data model changes, upgrading as needed.

8) Quickly assess the impact future changes would have on the system by: performing thorough analysis, consulting with stakeholders and end users, and communicating impact of proposed changes; estimating effort required to design, develop, test, document, implement and support requested changes; developing detailed designs and conducting peer reviews, assessing program logic and performance; developing and modifying program logic that meets business requirements and adheres to development standards; developing comprehensive test plans; conducting comprehensive string, systems and user acceptance tests to confirm business requirements and successfully planning, implementing and verifying all system changes.
9) Assess the performance of the V.I.P. application and the impact of future modifications and recommend and implement changes to correct performance issues.

Design Kick-Off Phase

A.37. Contractor's Project Team. In accordance with the Contractor's proposal, the Contractor shall submit a finalized listing of the individuals on the core project team documenting their corresponding role(s) and an organizational structure diagram of the project team.

The Contractor shall have staff on-site at the State office within thirty (30) days of the Contract start date. Contractor responsibilities shall be performed on-site by Contractor staff.

A.38. Establish Project Workgroups. The Contractor shall establish project workgroups which may be assigned specific tasks, based on workgroup expertise.

A.39. Perform Project Documentation Review. The Contractor shall review all information provided in the documentation library. During the first two weeks after the arrival at the State Project site, the Contractor's primary project staff shall review project documentation to become familiar with the objectives, scope and requirements of the project. The Contractor shall thoroughly review the State's requirements as defined in this Contract and attachments and identify any additional information needed.

A.40. Review General and Technical Requirements. During the Design Kick-Off Phase, the Contractor shall review the State's General and Technical Requirements, as defined in Contract Attachment G. The Contractor shall develop V.I.P. in accordance with the State's General and Technical Requirements.

A.41. Project Documentation Repository. The Contractor shall create a repository to store project documentation.

A.42. Change Management Repository. The Contractor shall utilize a repository for the management and tracking of changes relating to software or deliverables.

A.43. Attend Walk-Through Orientation Sessions. The Contractor shall attend walk-through orientation sessions with the State project team. The Contractor shall document questions that arise from this orientation session.

A.44. Perform Data Analysis of Legacy Systems Data. The Contractor shall begin to perform data analysis of legacy system data that will be converted to the V.I.P. database. This analysis shall be completed during the Detailed Design Phase of the project.

A.45. Perform Quality Assurance Activities. The Contractor shall perform quality reviews of project deliverables and submit results of these reviews to the State for review. The Contractor shall demonstrate an understanding of the State's Quality Assurance

activities and shall provide documentation to the State as requested for the State's quality assurance reviews.

A.46. Other Contractor Tasks and Deliverables. The Contractor shall be responsible for performing project tasks and completing additional project deliverables, as defined by the Contractor in the Contractor's Master Project Work Plan.

A.47. Contractor's Responsibility for Design Kick-Off Phase Deliverables. The State and Contractor shall acknowledge completion of all Design Kick-Off Deliverables. The Contractor shall provide the following Design Kick-Off deliverables to the State for approval:

a. Detailed Product Development Methodology
b. Development Standards
c. Comprehensive Project Plan
d. Master Project Work Plan
e. Assumptions and Constraints
f. Project Risks
g. Semi-Monthly Narrative Project Status Reports for PSC
h. Semi-Monthly PSC Presentation
i. Project Team Organizational Structure document
j. Contractor Staff Assignments and Project Roles document
k. State Office Presence Certification document
l. Project Workgroups document
m. Plan for Working with State Staff
n. Quality Management Plan
o. Weekly Status Reports for Project Team
p. Weekly Status Team Meeting Notes
q. Action Items and Open Issues Repository
r. Change Management Plan
s. Configuration Management Plan
t. Communication Plan
u. Change Readiness Plan
v. Project Web Site
w. Capacity Analysis and Evaluation Plan
x. Security Plan
y. Test Management Plan
z. Backup and Recovery Plan
aa. Problem Resolution Plan
bb. Acceptance Test Plan
cc. Training Plan
dd. Data Conversion Plan
ee. Implementation Plan
ff. Turnover Plan
gg. Written Feedback and Questions from Walk-through Session
hh. Written Feedback from Documentation Review
ii. Written Feedback from Review of General and Technical Requirements
jj. Project Documentation Repository
kk. Change Management Repository
ll. Legacy Data Analysis Results
mm. Quality Review Results
nn. Other Deliverables as Defined in the Contractor's Master Project Work Plan
oo. Written Acknowledgement of Completion of All Design Kick-Off Deliverables

General Design Phase

A.48. Conduct Project Kick-off Meeting. The Contractor shall conduct a Project Kick-Off Meeting with the State to formally announce the initiation of the project. This meeting shall focus specifically on the responsibilities of the Contractor and working relationships and interactions among the Contractor and State staff, which have been defined and approved by the State. In addition, the Master Project Work Plan shall be reviewed with the group. Presentation materials and handouts shall be developed by the Contractor and presented to the State for review and approval, prior to the Project Kick-off Meeting.

A.49. Participate in Detailed Walk-through of Legacy Systems. The Contractor shall participate in a detailed walk-through of legacy systems being completely or partially replaced with the implementation of the V.I.P. The Contractor shall document the results of this walk-through session.

A.50. Provide Guidance in the Installation of Framework Software. As requested by the State, the Contractor shall provide guidance to the State in installing any required software to meet requirements for the V.I.P. on the hardware specified at the State. Installation is anticipated to be on equipment identified as being part of the State platform environment. For COTS software, the vendor shall ensure that the State is fully informed about licensing requirements for selected COTS software before requesting State approval.

A.51. Provide Infrastructure Specifications. The Contractor shall provide specifications to the State for configuration and installation of servers, workstations and any associated hardware, software and telecommunications equipment making up the State's platform environment.

A.52. Conduct Technical Review with State. The Contractor shall conduct a technical review of the Infrastructure Specifications with the State, including participants from DHS and F&A OIR. The Contractor shall document the results of this technical review.

A.53. Initiate Product Development Methodology and Assist in the Installation of Related Software Tools. The Contractor shall initiate the Detailed Product Development Methodology as documented by the Contractor and approved by the State. As requested by the State, the Contractor shall assist the State in the installation of the related software tools which shall be utilized in all phases of the V.I.P. project.

A.54. Analyze the State's Correspondence and Notice Requirements. The Contractor shall perform a detailed analysis of the State's correspondence and notice requirements, as identified in Contract Attachment F. Additional information is provided in the documentation library. The conceptual data model or entity relationship diagram shall contain all data elements and be modeled to support all requirements for correspondence and notices. The Contractor shall develop General Design Specifications for Correspondence and Notices.

A.55. Analyze the State's Standard Reporting and Adhoc Query Requirements. The Contractor shall perform a detailed analysis of the State's standard reporting requirements, as identified in Contract Attachment E, and adhoc query requirements, as defined in Contract Attachment G. Samples of existing reports are provided in the documentation library. The conceptual data model or entity relationship diagram shall contain all data elements and be modeled to support all requirements for standard reports and adhoc queries. The Contractor shall develop General Design Specifications for the State's standard reporting and adhoc query requirements.

A.56. General System Design Specifications. The Contractor shall develop General System Design Specifications that reflect validated and refined requirements and business process changes that have been approved by the State. See Contract

section A.19.b. for definition of change orders. In the General System Design Specifications, the Contractor shall validate that the new system design will meet the State's requirements and provide an integrated, streamlined solution to those requirements. The Contractor shall clearly describe the modifications and expansions that are required to the baseline design to conform to the State's unique requirements.

A.56.a. Validate Business User's Vision of Business Requirements, Workflow and Business Rules. The Contractor shall facilitate sessions with the State project team to validate, refine, and document the State's functional requirements and business rules. During these sessions, the functional requirements and business rules shall be reviewed, validated, and refined. Also, the Contractor shall summarize the results of the requirements' and business rules' validation process in narrative format.

Contract Attachment C contains the business user's initial vision of the workflow and functionality in the new system. While high-level functionality for the V.I.P. has been defined by the business users, the content of some of the process documents may exceed the minimum functional requirements and contain initial design considerations for the V.I.P. Any design considerations contained within Contract Attachment C are not to be construed as the final design concept that must be utilized in the development of the V.I.P. or the validation of State's functional requirements and business rules as required by this Section. The Contractor shall review these design considerations as part of the validation and refinement of the State's functional requirements and business rules as required by this Section. However, the Contractor and the State may make recommendations for design improvements, as defined in Contract Section A.56.d, that are within the general functional requirements set forth in Contract Attachment C, and these types of design changes are not classified as a Change Order as otherwise defined in Section A.19.b.

A.56.b Validate Existing System Architecture. The Contractor shall review, validate, and document existing system architecture including network, capacity analysis, and current designs. The Contractor shall take advantage of existing State network infrastructure, as specified by the State. The new solution shall support operations and enable old and new systems to work together more easily through an efficient, reliable technical infrastructure.

A.56.c. Perform Fit-Gap Analysis. The Contractor shall perform a fit-gap analysis by comparing the validated requirements from A.56.a. to the base requirements from the baseline framework solution. The Contractor shall identify, analyze, and document the requirement gaps. This document shall map, at a detailed level, the extent that the framework software can meet the State-required functions. This document shall be at a level of detail sufficient to show how the function can be provided. The Contractor shall detail each change needed to bring the software package into compliance with the State's requirements and a design solution shall be identified that shall meet the State's needs. For each requirement that requires custom code, the impact in cost and time for this customization during the initial implementation as well as for future upgrades shall be documented. For each requirement that can be met out-of-the-box with little or no configuration required, specific examples of screen shots, database relationships, and workflow processes shall be provided to establish that the requirements can be satisfied. The Fit-Gap Analysis document shall be presented to the PSC for review and approval.

A.56.d. Perform Business Process Re-engineering and Develop High-Level Conceptual Requirement Models. The Contractor shall facilitate design sessions with the State and make recommendations to the State for process improvements, at the general system design level, that correspond to best business practices and that utilize

common and reusable objects. Functional requirements and business rules shall be updated to reflect State-approved changes.

Based on the results, Conceptual Requirement Models shall be developed that reflect integration of all components of the V.I.P., including software modules and hardware configuration. The required models shall include, but not be limited to, a high-level business process model, a conceptual data model or entity relationship diagram, and a technical infrastructure model.

A.57. Cleanse Legacy System Data for Conversion. The Contractor shall cleanse legacy system data in preparation for the data conversion process.

A.58. Conduct General System Design Overview. The Contractor shall present an overview to the State of the General System Design Specifications and requirement models. The purpose of this overview is to communicate broad system design concepts and to validate that the design meets the State's requirements. The Contractor shall prepare presentation materials, handouts, and mock screens to demonstrate the workflow of each functional component of the V.I.P. After the overview is presented to the State, the requirements and supporting design documents shall be updated to reflect State approved changes.

A.59. Contractor's Responsibility for General Design Phase Deliverables. The State and Contractor shall acknowledge completion of all General System Design Deliverables. The Contractor shall provide each deliverable listed below for review and approval by the State.

a. Updated Detailed Product Development Methodology
b. Updated Development Standards
c. Updated Comprehensive Project Plan
d. Updated Master Project Work Plan
e. Updated Assumptions and Constraints
f. Updated Project Risks
g. Semi-Monthly Narrative Project Status Reports for PSC
h. Semi-Monthly PSC Presentation
i. Updated Project Team Organizational Structure document
j. Updated Contractor Staff Assignments and Project Roles document
k. Updated Quality Management Plan
l. Weekly Status Reports for Project Team
m. Weekly Status Team Meeting Notes
n. Updated Action Items and Open Issues Repository
o. Updated Change Management Plan
p. Updated Configuration Management Plan
q. Updated Communication Plan
r. Updated Change Readiness Plan
s. Updated Project Web Site
t. Updated Capacity Analysis and Evaluation Plan
u. Updated Security Plan
v. Updated Test Management Plan
w. Updated Backup and Recovery Plan
x. Updated Problem Resolution Plan
y. Updated Acceptance Test Plan
z. Updated Training Plan
aa. Updated Data Conversion Plan
bb. Updated Legacy Data Analysis and Cleansing Results
cc. Updated Implementation Plan
dd. Updated Turnover Plan
ee. Updated Project Documentation Repository
ff. Updated Change Management Repository

gg. Project Kick-Off Meeting Presentation Materials and Handouts
hh. Written Summary of Project Kick-Off Meeting
ii. Notes with Feedback from Detailed Walk-through of Legacy Systems
jj. Notes with Feedback from Technical Review
kk. Infrastructure Specifications
ll. General Design Specification for Notices and Correspondence
mm. General Design Specifications for Standard Reports and Adhoc Queries
nn. Written Feedback from Validation of Existing System Architecture
oo. Cleansed Legacy System Data
pp. General System Design Overview Presentation Materials and Handouts
qq. Written Summary of General System Design Overview, including mock screens
rr. General System Design Specifications
ss. Written Results of Requirement Validation Process
tt. Written Results of Fit-Gap Analysis
uu. High-Level Business Process Model
vv. Conceptual Data Model or Entity Relationship Model
ww. Technical Infrastructure Model
xx. Quality Review Results
yy. HIPAA Security Risk Assessment
zz. Other Deliverables as Defined in the Contractor's Master Project Work Plan
aaa. Written Acknowledgement of Completion of All General System Design Phase Deliverables

Detailed Design Phase

A.60. Define Detailed Requirements. The Contractor shall conduct sessions with the State to identify and further document the detailed requirements and business rules for all system functionality, interfaces, reports, notices, correspondence, and data elements. The Contractor shall continue to perform business process re-engineering during detailed system design and make recommendations to the State for process improvements at the detailed design level. See Contract section A.19.b. for definition of change orders.

A.61. Develop Detailed Framework Design Specifications. The Contractor shall develop a detailed Framework Design Specifications document that addresses database design including traceability to all requirements, object models, data models, data flow diagrams, data dictionaries, navigation techniques, screen layouts, standard report layouts, correspondence layouts, notice layouts, form and messaging formats. In developing screen, report, notice, or other layouts, the Contractor shall perform prototyping or demonstrate selected functionality of the framework product to enable State staff to more effectively review, validate and approve designs throughout the design process. Details of inputs, outputs, edits, descriptions of functions and processes, help screens, interfaces and appropriate diagrams of application software design, including back-up and recovery shall be included.

The Contractor shall develop requirement models at the elementary process level that reflect integration of all components of the V.I.P., including software modules and hardware configuration. The models shall reflect real-time, on-line integration with interfacing entities, where possible, and provide for batch-processing where real-time, on-line integration is not an option. The required models shall include, but not be limited to, a business process model with all processes defined at the elementary process level, a physical data model with detailed documentation including a data dictionary, a detailed technical infrastructure model, and a Case Workflow and Procedural Specification Document.

A.61.a. Design Physical Database Model. The Contractor shall develop a relational physical database model that reflects business process re-engineering, the use of common

and reusable components, and integration of all business functions. The Contractor shall ensure that the model promotes scalability and modularity. The Contractor shall ensure that data integrity is enforced through table relationships that accurately model the requirements of the State and the State's Objectives and Strategies, as described within this Contract. The Contractor shall provide, at a minimum, the following documentation for this physical data model: definitions of data requirement; file structures, organization, access, and processing limitations; standard patterns for report formats and screen displays, including screen paths; logical entity relationship diagram (logical data model) and physical database diagram (physical data model) and trigger and stored procedure usage documentation.

The Contractor shall determine production space requirements for the V.I.P. database.

A.61.b. Construct Case Workflow and Procedural Specification Document. The Contractor shall construct a Case Workflow and Procedural Specification document. The implementation of the V.I.P. shall result in significant changes in the way day-to-day business is conducted by the State. A key component of the detailed requirements analysis and definition process shall be the identification of these changes for all users of the system. These specifications shall include a complete description of operations workflow under the system. A business case activity diagram to graphically depict business entities, workflow, roles and responsibilities shall be produced for the V.I.P. In addition, class and interaction diagrams should be prepared to document relationships and collaboration among business workers and entities. The workflow and procedural specifications shall become a principal source of input to the process of developing a training and change readiness program for the new system users; these diagrams and specifications shall be kept up-to-date throughout the Project.

A.61.c. Conduct Walk-through of Workflow and Procedural Specifications. The Contractor shall conduct a walk-through of the workflow and procedural specifications to enhance the State's understanding and to facilitate the approval process. The Contractor shall provide presentation materials and handouts for this walk-through session. The Contractor shall document the results of this session.

A.61.d. Develop Interface Design Specifications. The Contractor shall work with the State and other external entities to re-engineer and standardize interfaces with external systems to facilitate seamless integration with other systems. The Contractor shall develop detailed Interface Design Specifications for all interfaces with the V.I.P., as defined in Contract Attachment D. For each V.I.P. interface, the Contractor shall identify interface files and processing limitations, define the operating environment, including architecture of the system and error control procedures. The Contractor shall ensure that the V.I.P. will integrate successfully with the Service Center and IVR functionality. The Contractor is responsible for the design and development of interfaces.

A.61.e. Conduct Walk-through of Interface Design Specifications. The Contractor shall conduct a walk-through of the interface design specifications. The Contractor shall develop presentation materials and handouts for this walk-through session. The Contractor shall document the results of this session.

A.61.f. Develop Design Specifications and Layouts for Reports, Notices, and Correspondence. The Contractor shall develop design specifications and layouts for reports, notices, and correspondence. The Contractor shall review reports, notices, and correspondence in the State's documentation library during the development of the design specifications and layouts for reports, notices, and correspondence.

A.61.g. Define Security Requirements and Security Design Specifications. The Contractor shall document system security and access constraints, requirements and procedures, as defined in the Security Plan. The Contractor shall develop security design specifications and shall detail how role-based security features shall be implemented in the V.I.P., including what products shall be used. Proposed levels of security, limitations of capabilities, and required protocols shall be provided. The format and content of role-based security tables shall be included, as well as the recommended starting point for establishing security profiles.

A.62. Develop Use Case Scenario Template. The Contractor shall develop a template for the State to utilize in documenting use case scenarios.

A.63. Lead State in Documenting Use Case Scenarios. The Contractor shall lead the State in documenting the use case scenarios, utilizing the Use Case Scenario template, to simulate all case conditions that the system shall support. The Use Case Scenarios shall include all functional elements and scenarios addressed in analysis, business requirement and design sessions. Each Use Case Scenario shall be traced to specific business rules, requirements, and specifications.

A.64. Conduct Design Walk-through. The Contractor shall prepare presentation materials and handouts and conduct a walk-through of each functional component of the new system for State quality reviews, including technical topics such as database design. The Contractor shall document the results of this walk-through session.

A.65. Conduct Detailed System Overview. The Contractor shall construct and present a Detailed System Overview of the Detailed Framework Design to State staff, including representatives from various user categories and selected central office, county, and district offices to validate the detailed system design documentation.

The Contractor shall illustrate design flexibility, scalability, and modularity and the utilization of common and reusable components. The Contractor shall also demonstrate how the design facilitates the automation and ease of maintenance of the table-driven business rules.

The Contractor shall develop presentation materials and handouts for this overview session. The Contractor shall document the results of this Detailed System Overview session.

A.66. Conduct Capacity Analysis and Develop Capacity Requirements. The Contractor shall develop capacity requirements and make recommendations to the State, as defined in the Capacity Analysis and Evaluation Plan. During system installation, the Contractor shall evaluate performance factors including, but not limited to, transaction volumes, response times, CPU utilization, memory utilization, and input/output activity.

A.67. Update Detailed System Design Documentation. After the overview is presented to the State, the requirements and the supporting design documents shall be updated to reflect feedback from the Detailed System Overview and the Design Walk-through.

A.68. Cleanse Legacy System Data for Conversion. The Contractor shall cleanse legacy system data in preparation for the data conversion process.

A.69. Perform Legacy System Data Mapping to the V.I.P. Database and Document Data Migration Requirements. The Contractor shall map data fields from each legacy system being completely or partially replaced to the V.I.P. database, in preparation for data conversion process. The Contractor shall document data migration requirements and submit these requirements to the State for review and approval.

A.70. Develop Contingency Approach. The Contractor shall develop a Contingency Approach, as a part of the Implementation Plan. The Contingency Approach is a plan that is maintained for emergency response, operation backup and post-disaster recovery for V.I.P., to facilitate the continuity of operations in an emergency situation and to ensure the availability of critical resources.

A.71. Contractor's Responsibility for Detailed Design Phase Deliverables. The State and Contractor shall acknowledge completion of all Detailed System Design Deliverables. The Contractor shall submit each deliverable for review and approval by the State.

a. Updated Detailed Product Development Methodology
b. Updated Development Standards
c. Updated Comprehensive Project Plan
d. Updated Master Project Work Plan
e. Updated Assumptions and Constraints
f. Updated Project Risks
g. Semi-Monthly Narrative Project Status Reports for PSC
h. Semi-Monthly PSC Presentation
i. Updated Project Team Organizational Structure document
j. Updated Contractor Staff Assignments and Project Roles document
k. Updated Quality Management Plan
l. Weekly Status Reports for Project Team
m. Weekly Status Team Meeting Notes
n. Updated Action Items and Open Issues Repository
o. Updated Change Management Plan
p. Updated Configuration Management Plan
q. Updated Communication Plan
r. Updated Change Readiness Plan
s. Updated Project Web Site
t. Updated Capacity Analysis and Evaluation Plan
u. Capacity Analysis and Evaluation Results and Recommendations
v. Updated Security Plan
w. Updated Test Management Plan
x. Updated Backup and Recovery Plan
y. Updated Problem Resolution Plan
z. Problem Repository
aa. Updated Acceptance Test Plan
bb. Updated Training Plan
cc. Updated Data Conversion Plan
dd. Updated Legacy Data Analysis and Cleansing Results
ee. Updated Implementation Plan
ff. Updated Turnover Plan
gg. Updated Project Documentation Repository
hh. Updated Change Management Repository
ii. Updated Infrastructure Specifications
jj. Detailed Requirements and Business Rules
kk. Security Requirements
ll. Detailed Framework Design Specifications
    1) Physical Database Model, including: Data Requirement Definitions; File Structures, Organization, Access, and Processing Limitations; Logical Data Model or Entity Relationship Diagram; Physical Data Model or Physical Database Diagram; Data Dictionary; and Trigger and Stored Procedure Usage Documentation.
    2) Business Process Model (Elementary Process Level)
    3) Detailed Technical Infrastructure Model
    4) Security Requirements and Design Specifications
    5) Case Workflow and Procedural Specifications
    6) Interface Design Specifications

7) Design Specifications and Layouts for Reports, Notices, and Correspondence
8) Backup and Recovery Requirements
9) Layouts for All Screens, Standard Reports, Correspondence, and Notices. Standard Patterns for Report Formats and Screen Displays, including Screen Paths.

mm. Use Case Scenario Template
nn. Detailed Use Case Scenarios for Acceptance Testing
oo. Production Space Requirements
pp. Data Conversion Mapping and Migration Requirements
qq. Cleansed Legacy System Data
rr. Unit Test Plans
ss. Contingency Approach, as documented in the State's ITM
tt. Case Workflow and Procedural Specifications Walk-through Materials and Handouts
uu. Written Feedback from Case Workflow and Procedural Specifications Walk-through
vv. Interface Design Specifications Walk-through Materials and Handouts
ww. Written Feedback from Walk-through of Interface Design Specifications
xx. Design Walk-through Presentation Materials and Handouts
yy. Written Feedback from Design Walk-through
zz. System Overview Presentation Materials and Handouts
aaa. Written Feedback from System Overview
bbb. Quality Review Results
ccc. Updated HIPAA Security Risk Assessment
ddd. Other Deliverables as Defined in the Contractor's Master Project Work Plan
eee. Written Acknowledgement of Completion of All Detailed System Design Phase Deliverables

Construction Phase

A.72. Generate Database. The Contractor shall generate the V.I.P. database, according to the specifications defined in the physical data model.

A.73. Lead State in Completing Documentation of Use Case Scenarios. The Contractor shall lead the State in completing the use case scenarios, utilizing the Use Case Scenario template, to simulate all case conditions that the system shall support. The Use Case Scenarios shall include all functional elements and scenarios addressed in analysis, business requirement and design sessions. All Use Case Scenarios shall be traced to specific business rules, requirements and specifications and will require a sign-off by the State. The Contractor shall validate that the inventory of use cases is complete and accurate.

A.74. Construct Software. The Contractor shall develop the V.I.P. in accordance with specifications defined in the Detailed Framework Design Specifications. The Contractor shall comply with the approved Detailed Product Development Methodology and Development Standards. The Contractor shall complete the construction, configuration, and extension of the framework application as part of this task. The Contractor may use triggers and stored procedures in the construction of V.I.P. software.

Each program or framework configuration shall be thoroughly documented, to ensure traceability, by mapping the requirements to the design, the design to the code, and the requirements to the test cases for unit, system and integration testing. The Contractor shall establish configuration management and tracking, in compliance with

State-approved standards, and shall rectify software defects prior to submission to the State as a completed product.

A.75. Construct Interfaces. The Contractor shall construct each interface, as defined in Contract Attachment D. The Contractor shall integrate the interface software with the V.I.P. using Enterprise Application Integration (EAI), where appropriate. Systems being replaced by the V.I.P. are not candidates for EAI. The Contractor shall not be responsible for modifying legacy systems software; however, if coding is required within a middleware product to interface/integrate successfully, it shall be the Contractor's responsibility.

The Contractor shall provide a system that supports electronic data interchange (EDI) capabilities, including: creation and translation of the following ANSI X.12 transaction sets: 834, 997, and EDIFACT HL7; supports transaction set mapping for all ANSI X.12 and EDIFACT transaction sets. The State's automated tool shall be used to meet HIPAA requirements for the TennCare interface.

The Contractor may use triggers and stored procedures in the construction of system interfaces.

A.76. Perform Testing of Interfaces. The Contractor shall perform testing of all interfaces, in accordance with the Test Plans. Each interface shall be tested in conjunction with personnel from the external entity whose system shall interface with the V.I.P.

A.77. Initiate Security Plan. The Contractor shall construct the Security component of the V.I.P. The Contractor shall work closely with the State to define each user's roles. These users shall be assigned access to the system based on need and job role. The DHS RACF Security Administrator shall enter these values into the application software's security tables for any system testing team member and other specified State staff in preparation for system testing.

A.78. Perform Unit, System and Integration Testing of Software. The Contractor shall perform all unit, system, and integration testing of the V.I.P., in accordance with the Unit, System and Integration Test Plans. The Contractor shall test all functionality, reports, correspondence, notices, and interfaces, including the integration of the Service Center and IVR functionality. The Contractor shall utilize the State's automated testing tool, as identified in the Tennessee Information Resources Architecture in Contract Attachment J. The Contractor shall certify the effectiveness of the automated testing tool that is used to maintain HIPAA compliance with the TennCare interface. Any software or automated testing packages used by the Contractor during the system test or the documentation thereof shall be provided by the State.

During and subsequent to programming, the Contractor shall conduct a thorough test of all program subsystems. This shall ensure that when the system is available for User Acceptance Testing, the Contractor is confident that the system is fully functional and operational. At a minimum, the Contractor shall perform:

A.78.a. Unit Testing. The Contractor shall unit test all software developed or provided for use as part of the V.I.P. Documentation of the inputs, outputs, problems identified, and corrections made shall be required, in the form of a unit test results document and in accordance with the State's methodology for unit testing. Unit testing shall be performed by the Contractor on each module/program of the V.I.P. Individual sets of test data and test plans shall be created by the Contractor to completely test internal conditions of the module/program. Successful unit testing occurs when the module's test plan is completed without failure.

A.78.b System and Integration Testing. The Contractor shall test all software that is proposed to meet the V.I.P. requirements to demonstrate the functionality and performance characteristics before the start of User Acceptance Testing. The system tests shall actively use all of the functions, test all interfaces, process all types of input, and produce all reports, correspondence, and notices. The Contractor shall include certain types of cases and transactions in the test, as specified by the State.

In preparation for system testing, at a minimum, the Contractor shall:

1) Install the system in the test environment;
2) Install and configure any automated testing tools/packages;
3) Create the appropriate test environments; and
4) Ensure that sufficient test data is located in the test environment.

Integration testing shall be performed by the Contractor on each sequence of related or dependent modules and on converted data from existing legacy systems during the Construction Phase of the V.I.P. project. Any sequence of modules which will be run concurrently or consecutively (module called subroutines or additional modules) to produce an output or a result will require integration testing. Full sets of test data and test plans will be produced by the Contractor which will completely test any conditions within the sequence.

The Contractor shall be responsible for all aspects of the system and integration testing. State staff shall actively provide input and feedback during the plan's development.

A.78.c. Provide Date Override Capability. The Contractor shall develop and maintain a mechanism for overriding any default machine or operating system date enabling State testers to test system cycles by moving through time.

A.78.d. Walk-through and State Review/Approval of Testing Process. The Contractor shall prepare a software test results document. The software test results document shall include all information necessary for the State to validate that the test has been successfully executed in accordance with the approved Test Management Plan. The State shall conduct a review of the test results. State approval of the testing process is required. The Contractor shall conduct a walk-through of the testing process and the test results to enhance the State's understanding and to facilitate the approval process.

A.79. Complete Legacy System Data Mapping to the V.I.P. Database. The Contractor shall complete mapping of data fields from each legacy system being completely or partially replaced to the V.I.P. database, in preparation for data conversion process.

A.80. Develop Scripts and Convert Cleansed Legacy System Data to the V.I.P. Test Database. The Contractor shall develop scripts and convert cleansed legacy system data to the V.I.P. test database.

A.81. Perform Testing of Data Conversion. The Contractor shall perform unit, system and integration testing of data conversion.

A.82. Correct Problems Reported. The Contractor shall correct all problems reported during the Construction Phase in accordance with the Problem Resolution Plan.

A.83. Evaluate System Performance. The Contractor shall perform capacity evaluation, as defined in the Capacity Analysis and Evaluation Plan, and make recommendations to the State, as necessary. The Contractor shall provide written affirmation and validate that the State's platform environment shall support the V.I.P. in a full production capacity and meet performance standards.

The Contractor shall conduct a Capacity Evaluation Test during the Construction Phase of the project that addresses the needs and performance measurements identified in the Capacity Analysis and Evaluation Plan. Capacity Evaluation Testing shall be performed at a system level by the Contractor and in cooperation with the State project team, including individuals from OIR Database Administration, OIR Mainframe Technical Support, and OIR Telecommunications, during the Construction Phase of the project. The Capacity Evaluation Test shall include a stringent stress test that includes a simulation of workload and volume testing, which shall be used to test and monitor the limits of the system in a simulated production environment. The Capacity Evaluation Test shall be performed at peak times with peak volumes at traditional State sites and non-traditional sites. The Capacity Evaluation Test results shall determine whether the application conforms to acceptable response and hardware load conditions. The Contractor shall be required to perform capacity testing multiple times until satisfactory test results are obtained. The capacity test results shall confirm that the software and the hardware configuration meet the State's requirements.

The Contractor shall perform all application software, file structure, database and system software modifications necessary to ensure system performance reaches acceptable levels in production environments, based upon the results of the benchmarks or the capacity simulation models. The Contractor shall work with State and Contracted Network support staff to make other modifications necessary to ensure system performance reaches required performance standards in a production environment based on the results of system testing. If the State requires additional run-time improvements to meet performance requirements stated in this Contract, the Contractor shall cooperate fully and support any such requests without delay or additional compensation. Any proposed network addition shall be able to integrate with the existing State network.

The State may conduct independent capacity simulation models and, if the State so elects, the Contractor shall provide all necessary support for that process.

A.84. Create System Documentation. The Contractor shall provide the source code for each program, to the State, for all software applications as installed on the State's target platform. The Contractor shall provide program documentation for the final build/compile of each program. This program documentation must correspond to the software/hardware and consist of final compiles/builds run on the State's target platform. If triggers and stored procedures are used in the development of V.I.P., program documentation shall be provided for the usage of each trigger and stored procedure.

A.85. Create Operations Manual. The Contractor shall develop an Operations Manual, which features clear organization of content, easy to understand language, useful graphic presentations, and a thorough index and glossary. The Operations Manual shall provide State technical staff the knowledge to efficiently operate and update the system independent of Contractor assistance. The Operations Manual shall address the view of the system required by technical users. It shall provide an understanding of the application, database design and file structures, relationships between programs, security, troubleshooting, special constraints, procedures for data recovery, and other operational guidelines.

The Operations Manual shall cover all aspects of the technical operation of the system and the following topics:

a. application and database design and architecture;
b. application structure and module/sub-module/program/subroutine relationships;
c. application start-up/shut-down procedures;

d. application backup, recovery, and restart procedures;
e. data dictionary structure and maintenance procedures;
f. database logical and physical organization, and maintenance procedures;
g. application security features;
h. audit and testing procedures;
i. system data input, error checking, error correction, and data validation procedures;
j. user help procedures and features;
k. system troubleshooting and system tuning procedures and features;
l. system administration functions, such as code management and copy file management;
m. system interface processing;
n. on-line and batch processing procedures;
o. unique processing procedures;
p. report generation procedures;
q. menu structures, chaining, and system command mode operations;
r. job scheduling using automated tool;
s. job cycles (daily, weekly, monthly, quarterly, annual, and special); and
t. unique printing requirements.

The Operations Manual shall include overviews of the application, system structure, required administrative tasks, major processing, required interfaces, and required maintenance schedules. The Operations Manual shall also describe the overall process schedule, processing cycles, job streams and job submission logs including dependencies, files accessed, critical sequencing, timing criteria, and operating instructions for each process and process step consistent with the chosen environment. The Operations Manual shall also include, by processing cycle, a list of jobs that are mandatory to be run as scheduled and an explanation of what to expect (impact) if a job is not run. The Operations Manual shall also include a list of jobs that can be deferred and the instructions for running them at a later date and a list of jobs that can be run using concatenated files from multiple days. The Operations Manual shall include descriptions of special date files, parameter files, and other control files, including their purpose, procedures for creating them, specific jobs and programs that use them and procedures for their recovery in the event a cycle shall be restarted or rerun. The Contractor shall develop the backup operating instructions and on-line, batch, and database recovery procedures for the V.I.P. The Contractor shall provide help-desk procedures including problem identification, initial diagnosis along with checklists and problem resolution/referral procedures for the V.I.P.

The Contractor shall develop the Operations Manual in a format approved by the State. The Operation Manual shall be provided by the Contractor in paper and electronic format.

The Operations Manual shall be revised with any changes resulting from the State's Acceptance testing and initial user training sessions.

A.86. Create User Documentation. The Contractor shall create user documentation for the V.I.P. in a format approved by the State. Electronic and hard copies of documentation shall be provided.

A.86.a. User Manual. The Contractor shall develop a User Manual that features clear organization of content, easy to understand language, useful graphic presentations, and a thorough index and glossary. The User Manual shall be used by the State Acceptance Test team to mirror the production environment and verify manual content.

The User Manual shall address all aspects of system functions and operations, including:

1) complete instructions for the users, explaining the use of each system function;
2) system usage scenarios, based on real world examples drawn from the day-to-day workloads of typical users, that fully describe and explain the salient features and operation of the system;
3) how input data is stored and related between system records;
4) how to generate/suppress standard and adhoc reports (See Contract Attachments E and F for Report, Notice, and Correspondence requirements);
5) normal report distribution;
6) prioritization processing and system-determined priorities;
7) system log-on, log-off, and security features;
8) error messages, including a definition if the message is not self-explanatory, and error correction procedures;
9) help features and usage;
9) problem reporting procedures;
10) entering data and data validation;
11) mandatory data fields and default data values;
12) data correction and user help features;
13) menu and system function navigation;
14) screen layouts and contents; and
15) search and inquiry features.

The User Manual shall be able to serve as a reference guide and a teaching aid.

In conjunction with the User Manual, a Quick Reference User Document shall be produced by the Contractor that shall be an immediate aid to the user and quickly describe operations. The Contractor shall develop the User Manual and the Quick Reference User Document in a format approved by the State.

The User Manual and Quick Reference User Document shall be revised with any changes resulting from the State's Acceptance testing and initial user training sessions.

A.86.b. Procedure Manual. The Contractor shall develop the Procedure Manual in a format approved by the State. The Contractor shall develop a Procedure Manual which features clear organization of content, easy to understand language, useful graphic presentations, and a thorough index and glossary.

The Procedure Manual shall document instructions for manual operations and tasks that are performed in direct conjunction with the automated system. It shall address each task performed in a step by step procedure that identifies the action (task to be performed) and the individual with responsibility to complete the action.

The Procedure Manual shall be revised with any changes resulting from the State's Acceptance testing and initial user training sessions.

A.86.c. Business User Staff Training Curricula and Materials. The Contractor shall develop curricula and materials for training business users. The user staff training curricula and materials shall support the role-based training and be developed in accordance with the approved Training Plan.

The Business User Staff Training Curricula and Materials shall be updated to reflect all changes.

A.86.d. Technical Staff Training Curricula and Materials. The Contractor shall develop curricula and materials for training technical staff. The technical staff training curricula and materials shall support the role-based training and be developed in accordance with the approved Training Plan.

A.87. Complete Training Plan. The Contractor shall complete the Training Plan, in preparation for training during the User Acceptance Testing Phase.

A.87.a. Complete Template for Training Assessment. The Contractor shall complete the template that shall be used for the assessment of business and technical staff training.

A.88. Create and Maintain Training Environment. The Contractor shall create and maintain the training environment for all business and technical staff training.

The Contractor shall ensure that the training environment is operational. This includes, at a minimum, the following:

1) Creating and initializing all databases;
2) Installing the (acceptance) tested executable software; and
3) Ensuring stability of the system and refresh of data, as required.

A.89. Production Job Flow and Dependencies. The Contractor shall provide detailed documentation regarding the job flows and dependencies.

A.90. Automated Tool for Job Scheduling. The Contractor shall use a State-approved automated tool for job scheduling.

A.91. Create and Maintain the User Acceptance Testing Environment. The Contractor shall create and maintain the User Acceptance Testing environment. The Contractor shall convert and create test data as required for User Acceptance Testing at the functional level to fully verify the application meets all of the system functional requirements. The Contractor shall provide the fully configured User Acceptance Testing environment utilizing converted data and ensure User Acceptance Testing is performed using converted data that has been tested by the Contractor using all relevant interfaces and EAI processes. The Contractor shall ensure all interfaces, data set-up, tables, conversion sources and user acceptance materials are ready before testing begins.

The Contractor shall ensure that the user acceptance testing environment is operational. This includes, at a minimum, the following:

1) Creating and initializing all databases;
2) Installing the (acceptance) tested executable software; and
3) Ensuring stability of the system and refresh of data, as required.

A.92. Train the State's User Acceptance Testing Team. The Contractor shall train the State's User Acceptance Testing Team to thoroughly evaluate the accuracy, completeness, and understandability of all training materials and curricula. The Contractor shall have a structured approach to tracking and managing the changes to training curricula, resulting from User Acceptance Testing. The Contractor shall require each individual who participates in the State's User Acceptance Testing training session to complete a training assessment form. These forms shall be submitted to the State for review.

A.93. Contractor's Responsibility for Construction Phase Deliverables. The State and Contractor shall acknowledge completion of all Construction Phase Deliverables. The Contractor shall submit the following Construction Phase deliverables to the State for approval:

a. Updated Detailed Product Development Methodology
b. Updated Development Standards

c. Updated Comprehensive Project Plan
d. Updated Master Project Work Plan
e. Updated Assumptions and Constraints
f. Updated Project Risks
g. Semi-Monthly Narrative Project Status Reports for PSC
h. Semi-Monthly PSC Presentation
i. Updated Project Team Organizational Structure document
j. Updated Contractor Staff Assignments and Project Roles document
k. Updated Quality Management Plan
l. Weekly Status Reports for Project Team
m. Weekly Status Team Meeting Notes
n. Updated Action Items and Open Issues Repository
o. Updated Change Management Plan
p. Updated Configuration Management Plan
q. Updated Communication Plan
r. Updated Change Readiness Plan
s. Updated Project Web Site
t. Updated Capacity Analysis and Evaluation Plan
u. Updated Capacity Analysis and Evaluation Results and Recommendations
v. Capacity Simulation and Benchmark Test Results
w. Updated Security Plan
x. Updated Test Management Plan
y. Updated Backup and Recovery Plan
z. Updated Problem Resolution Plan
aa. Updated Problem Repository
bb. Updated Acceptance Test Plan
cc. Updated Training Plan
dd. Updated Data Conversion Plan
ee. Updated Legacy Data Analysis and Cleansing Results
ff. Updated Implementation Plan
gg. Updated Turnover Plan
hh. Updated Project Documentation Repository
ii. Updated Change Management Repository
jj. Updated Infrastructure Specifications
kk. Updated Detailed Requirements and Business Rules
ll. Updated Security Requirements
mm. Updated Detailed Framework Design Specifications
    1) Updated Physical Database Model, including: Data Requirement Definitions; File Structures, Organization, Access, and Processing Limitations; Logical Data Model or Entity Relationship Diagram; Physical Data Model or Physical Database Diagram; Data Dictionary; and Trigger and Stored Procedure Usage Documentation.
    2) Updated Business Process Model (Elementary Process Level)
    3) Updated Detailed Technical Infrastructure Model
    4) Updated Security Requirements and Design Specifications
    5) Updated Case Workflow and Procedural Specifications
    6) Updated Interface Design Specifications
    7) Design Specifications and Layouts for Reports, Notices, and Correspondence
    8) Layouts for All Screens, Standard Reports, Correspondence, and Notices. Standard Patterns for Report Formats and Screen Displays, including Screen Paths.
nn. Updated Use Case Scenarios
oo. Updated Production Space Requirements
pp. Updated Data Conversion Mapping and Migration Requirements
qq. Certified Completion of Data Cleansing and Testing
rr. Certification of Date Override Capability
ss. Updated Backup and Recovery Requirements

tt. Certified Completion of Software Construction
uu. Certified Completion of Security Construction
vv. Certified Completion of Interface Construction
ww. Certified Completion of Unit, System and Integration Test Plans
xx. Certified Completion of Acceptance Test Plans
yy. Certified Completion of Unit Testing
zz. Certified Completion of System and Integration Testing
aaa. Certified Completion of Interface Testing
bbb. Certified Effectiveness of Automated Testing Tool to Maintain HIPAA Compliance with the TennCare Interface
ccc. Certification of Readiness of User Acceptance Testing Environment
ddd. Database Created
eee. Scripts Developed to Transfer and Cleanse Legacy System Data to the V.I.P. Test Database
fff. Certification of Completion of Data Conversion Testing
ggg. Certification of Correction of all Problems Reported during Testing, as Reported in the Problem Repository
hhh. Trigger and Stored Procedure Usage Documentation
iii. System Documentation
jjj. Operations Manual
kkk. User Manual
lll. Quick Reference User Document
mmm. Procedure Manual
nnn. Business User Staff Training Curricula and Materials
ooo. Certification of Completion of User Acceptance Tester Training with Converted Data
ppp. Technical Staff Training Curricula and Materials
qqq. System and Integration Test Plans
rrr. Software Test Results Document
sss. Operational Training Environment
ttt. Certified Completion of Training for User Acceptance Testing
uuu. Training Assessment Template
vvv. Individual Training Assessments Completed for each Class
www. Populated Security Table, including User Names and Job Roles
xxx. Production Job Flow and Dependency Descriptions, including use of Automated Tool
yyy. Written Feedback from Walkthrough and State Review/Approval of Testing Process
zzz. Quality Review Results
aaaa. Updated HIPAA Security Risk Assessment
bbbb. Other Deliverables as Defined in the Contractor's Master Project Work Plan
cccc. Written Acknowledgement of Completion of All Construction Phase Deliverables

User Acceptance Test

A.94. Initiate User Acceptance Test Plan. The State with the Contractor's support shall conduct User Acceptance Testing of the V.I.P. The Contractor shall ensure that all use case scenarios have been accepted by the State and that all use case scenarios are traced to specific requirements or specifications and fully tested. All requirements for functionality, interfaces, reports, correspondence, and notices shall be tested during the User Acceptance Testing Phase.

A.95. Utilize the State's Automated Test Tracking Tool. The Contractor shall utilize the State's automated test tracking tool which tracks and facilitates management of issues, problems and discrepancies found during testing or retesting, resolution of these issues and progress towards user acceptance testing completion.

A.96. Provide Dedicated Support for User Acceptance Testing. The Contractor shall provide dedicated support for User Acceptance Testing, including application and technical assistance.

A.97. Correct Problems. The Contractor shall correct all problems discovered during user acceptance testing.

A.98. Conduct Train-the-Trainer Training. The Contractor shall conduct Train-the-Trainer training for business users in preparation for the implementation of the V.I.P. The Contractor shall train State technical staff, as appropriate.

A.98.a. Validate Train-the Trainer Training. In order to validate that training is effective, the Contractor shall:

1) ensure training is completed prior to implementation for all affected staff;
2) prepare report of training effectiveness and validity;
3) adjust training methods and/or materials to correct ineffective training; and
4) revise all training materials for correction of deficiencies or resulting from system changes during the testing, training, and implementation phases.

A.99. Preparation for Pilot Deployment of the V.I.P. The Contractor shall support the operation of a controlled, stable version of the System software to be used during pilot deployment.

A.100. Certification of Completion of User Acceptance Testing of the V.I.P. The Contractor shall certify that the User Acceptance Testing of the V.I.P. is complete and the system is ready to be deployed to State-selected pilot sites and the State's central office during the pilot deployment of the V.I.P.

A.101. Update Data Models and Database. The Contractor shall update the conceptual and physical data models and the database, as required.

A.102. Update Documentation. The Contractor shall update all documentation to reflect changes made during the User Acceptance Testing Phase.

A.103. Evaluate System Performance. The Contractor shall perform capacity evaluation, as defined in the Capacity Analysis and Evaluation Plan, and make recommendations to the State, as necessary. The Contractor shall provide written affirmation and validate that the State's platform environment shall support the V.I.P. in a full production capacity and meet performance standards.

A.104. Contractor's Responsibility for User Acceptance Test Phase Deliverables. The State and Contractor shall acknowledge completion of all User Acceptance Test Phase Deliverables. The Contractor shall submit the following User Acceptance Test Phase deliverables to the State for approval:

a. Updated Detailed Product Development Methodology
b. Updated Development Standards
c. Updated Comprehensive Project Plan
d. Updated Master Project Work Plan
e. Updated Assumptions and Constraints
f. Updated Project Risks
g. Semi-Monthly Narrative Project Status Reports for PSC
h. Semi-Monthly PSC Presentation
i. Updated Project Team Organizational Structure document
j. Updated Contractor Staff Assignments and Project Roles document
k. Updated Quality Management Plan
l. Weekly Status Reports for Project Team
m. Weekly Status Team Meeting Notes

n. Updated Action Items and Open Issues Repository
o. Updated Change Management Plan
p. Updated Configuration Management Plan
q. Updated Communication Plan
r. Updated Change Readiness Plan
s. Updated Project Web Site
t. Updated Capacity Analysis and Evaluation Plan
u. Updated Capacity Analysis and Evaluation Results and Recommendations
v. Updated Capacity Simulation and Benchmark Test Results
w. Updated Security Plan
x. Updated Test Management Plan
y. Updated Backup and Recovery Plan
z. Updated Problem Resolution Plan
aa. Updated Problem Repository
bb. Updated Acceptance Test Plan
cc. Updated Training Plan
dd. Updated Data Conversion Plan
ee. Updated Legacy Data Analysis and Cleansing Results
ff. Updated Implementation Plan
gg. Updated Turnover Plan
hh. Updated Project Documentation Repository
ii. Updated Change Management Repository
jj. Updated Infrastructure Specifications
kk. Updated Detailed Requirements and Business Rules
ll. Updated Security Requirements
mm. Updated Detailed Framework Design Specifications
   1) Updated Physical Database Model, including: Data Requirement Definitions; File Structures, Organization, Access, and Processing Limitations; Logical Data Model or Entity Relationship Diagram; Physical Data Model or Physical Database Diagram; Data Dictionary; and Trigger and Stored Procedure Usage Documentation.
   2) Updated Business Process Model (Elementary Process Level)
   3) Updated Detailed Technical Infrastructure Model
   4) Updated Security Requirements and Design Specifications
   5) Updated Case Workflow and Procedural Specifications
   6) Updated Interface Design Specifications
   7) Design Specifications and Layouts for Reports, Notices, and Correspondence
   8) Layouts for All Screens, Standard Reports, Correspondence, and Notices. Standard Patterns for Report Formats and Screen Displays, including Screen Paths.
nn. Updated Database
oo. Updated Use Case Scenarios
pp. Updated Production Space Requirements
qq. Updated Data Conversion Mapping and Migration Requirements
rr. Updated Data Conversion Scripts
ss. Certified Completion of Converted Data for User Acceptance Testing
tt. Updated Backup and Recovery Requirements
uu. Certification of Correction of all Problems Reported during User Acceptance Testing, as reported in the Problem Repository
vv. Updated Trigger and Stored Procedure Usage Documentation
ww. Updated Production Job Flow and Job Dependencies
xx. Updated System Documentation
yy. Updated Operations Manual
zz. Updated User Manual
aaa. Updated Quick Reference User Document
bbb. Updated Procedure Manual
ccc. Updated User Staff Training Curricula and Materials

ddd. Updated Technical Staff Training Curricula and Materials
eee. Results of Testing all Use Case Scenarios (including % of Requirements Tested; Number Passed and Failed; and Status of Retests for Previous Failed Tests)
fff. Certification of Completion of the User Acceptance Testing
ggg. Installation of Automated Testing Tool for User Acceptance Testing
hhh. Certification of Completion of Train-the-trainer Training
iii. Completed Individual Assessments from Train-the Trainer Training Participants
jjj. Report of Training Effectiveness
kkk. Quality Review Results
lll. Updated HIPAA Security Risk Assessment
mmm. Other Deliverables as Defined in the Contractor's Master Project Work Plan
nnn. Written Acknowledgement of Completion of All User Acceptance Test Phase Deliverables

Implementation Phase

A.105. Pilot Deployment. The Contractor shall deploy the V.I.P. to pilot sites, including one rural county, one urban county, and the State's central office during pilot deployment. Pilot deployment shall include all interfaces, including the Service Center and the State Portal, and a complete database/file conversion.

A.106. Scope and Expected Outcomes for Pilot Deployment. The Contractor shall define the scope and expected outcomes for both software functionality and manual procedures.

A.107. Automated and Manual Data Conversion for Pilot Deployment of the V.I.P. The Contractor shall convert legacy data to the V.I.P. database in accordance with the detailed Conversion Plan. Included in the conversion of data is the populating of data necessary to make the V.I.P. a fully functioning system. The Contractor shall monitor the progress and quality of the conversion process and ensure that data shall be continually updated as changes occur in the source systems during data cleansing activities and manual data conversion activities. The Contractor shall maintain data integrity and validity of the converted data.

A.108. Data Audit for Pilot. The Contractor shall conduct an audit of data before and after conversion, to ensure proper counts are updated and to verify the accuracy of the data conversion process. The State shall also conduct an audit of data conversion results and State approval of these results is required.

A.109. Data Conversion Progress Report for Pilot. The Contractor shall report on the progress of conversion by type of case within the site being implemented.

A.110. Benchmark Tests and Results Reporting. The Contractor shall evaluate the performance of pilot benchmark tests and report the benchmark results to the State.

A.111. Support for Pilot Deployment. The Contractor shall support pilot deployment by providing assistance to State staff that are participating in the pilot deployment, in resolving issues and completing pilot testing.

A.112. Invoke Contingency Approach. The Contractor shall invoke the Contingency Approach, as required in the Implementation Plan and as defined in the State's ITM, if statewide implementation task is delayed for any reason due to issues identified during pilot deployment.

A.113. Initiate Quality Assessment/Management Activities for Pilot Deployment. The Contractor shall monitor the progress of the pilot deployment and ensure the level of quality of the pilot conversion results. This shall serve as an additional test of conversion data. The Contractor may use an automated tool to support monitoring and reporting on the progress of conversion by type of case within the pilot deployment sites.

A.114. On-Site Support for Pilot Deployment. The Contractor shall provide full-time, on-site system specialists at the pilot sites to assist the staff for the duration of pilot deployment.

A.115. Correction of Problems Reported During Pilot Deployment. The Contractor shall provide correction of any discrepancies identified during pilot deployment within the time agreed upon between the State and the Contractor. All corrections shall be reported to the State Project Manager.

A.116. Pilot Deployment Operations Report (Certificate of Completion). At the conclusion of the pilot deployment, the Contractor shall prepare a Pilot Deployment Operations Report in both electronic and hard copy format that certifies that the System is ready for statewide deployment. This report shall detail all activities that were performed during the Pilot Deployment and that will be required during the statewide deployment. The report shall address the following:

a. all functional aspects of the system;
b. impact on workflow and staff productivity;
c. operability and stability of software;
d. application security;
e. accuracy and completeness of conversion of legacy data and manual data and impact of missing and erroneous data;
f. completeness and accuracy of system documentation;
g. accuracy and effectiveness of training methods and materials;
h. response time and overall system performance;
i. system hardware, software and telecommunications performance; and
j. accuracy/performance of system interfaces and EAI processes.

A.117. Statewide Deployment. After the State's approval of the Contractor's Pilot Deployment Certification Report, the Contractor shall deploy the V.I.P. Statewide. The Contractor shall implement the V.I.P. based on the approved Implementation Schedule and the Implementation Plan and shall provide for rigorous review and documentation of the results of the implementation. The Contractor shall produce the final implementation report at the completion of all implementation activities detailing, at a minimum, the deployment schedule and the dates of implementation.

A.118. Perform Automated and Manual Data Conversion for Statewide Implementation. The Contractor shall perform automated and manual data conversion for statewide implementation, as defined in the Data Conversion Plan.

A.119. Data Audit for Statewide Implementation. The Contractor shall conduct an audit of data before and after conversion, to ensure proper counts are updated and to verify the accuracy of the data conversion process. The State shall also conduct an audit of data conversion results and State approval of these results is required.

A.120. Data Conversion Progress Report for Statewide Implementation. The Contractor shall report on the progress of conversion by type of case.

A.121. Perform Software Maintenance. The Contractor shall perform software maintenance at the State project site.

A.122. Provide Operational Support. The Contractor shall ensure that the system is continually operational. The Contractor shall provide continuing on-line and batch job operational support to the State and Counties until statewide implementation is successfully completed. The Contractor shall assist with technical and user problems experienced and may be required to travel to specific sites to resolve issues.

A.123. Perform Problem Resolution. The Contractor shall correct all system deficiencies or discrepancies identified as required by the State and in accordance with the Problem Resolution Plan.

A.124. Create/Update Documentation. The Contractor shall complete or correct any system, user, or technical or training documentation that is incorrect or inadequate.

A.125. Provide Training Support. The Contractor shall provide support for the State's training.

A.126. Provide Second-Tier Support for the State's Help Desk. The Contractor shall provide the written procedures and the staff required to respond to user questions regarding the V.I.P. that State Help Desk staff are unable to solve during the pilot deployment. The Contractor staff shall provide backup support to State Help Desk staff after the pilot deployment.

A.127. Capacity Analysis, Evaluation, and Benchmark Tests. The Contractor shall design and perform benchmark tests (to include network tests and pre-quantified and approved response times) before the completion of pilot deployment to project the growth and determine the reliability of the system. The Contractor shall perform any system tuning necessary based upon the results. The benchmark shall be designed to produce information that supports projections of system performance characteristics and capacity projections of the system under statewide operations for two years following statewide implementation. The benchmark shall also address stress tests at each level of technology employed by the System. A capacity simulation and benchmark report documenting the projections shall be submitted to the State for review and approval.

A.128. Modify Software to Enhance System Performance. The Contractor shall perform all application software, file structure, and database modifications necessary to ensure system performance reaches acceptable levels in production environments, based upon the results of the benchmarks or the capacity simulation models. The State is responsible for changes to operating system software. If the State requires additional run-time improvements to meet performance requirements stated in this Contract, the Contractor shall cooperate fully and support any such requests without delay or additional compensation.

A.129. Participate in State's Backup and Recovery Test. The Contractor shall participate in the State's backup and recovery test and shall thoroughly test backup and recovery procedures developed by the Contractor for the V.I.P.

A.130. Contractor's Responsibility for Implementation Phase Deliverables. The State and Contractor shall acknowledge completion of all Implementation Phase Deliverables. The Contractor shall submit the following Implementation Phase deliverables to the State for approval:

a. Updated Detailed Product Development Methodology
b. Updated Development Standards
c. Updated Comprehensive Project Plan
d. Updated Master Project Work Plan
e. Updated Assumptions and Constraints
f. Updated Project Risks

g. Semi-Monthly Narrative Project Status Reports for PSC
h. Semi-Monthly PSC Presentation
i. Updated Project Team Organizational Structure document
j. Updated Contractor Staff Assignments and Project Roles document
k. Updated Quality Management Plan
l. Weekly Status Reports for Project Team
m. Weekly Status Team Meeting Notes
n. Updated Action Items and Open Issues Repository
o. Updated Change Management Plan
p. Updated Configuration Management Plan
q. Updated Communication Plan
r. Updated Change Readiness Plan
s. Updated Project Web Site
t. Updated Capacity Analysis and Evaluation Plan
u. Updated Capacity Analysis and Evaluation Results and Recommendations
v. Updated Capacity Simulation and Benchmark Test Results
w. Updated Security Plan
x. Updated Test Management Plan
y. Updated Backup and Recovery Plan
z. Updated Problem Resolution Plan
aa. Updated Problem Repository
bb. Updated Acceptance Test Plan
cc. Updated Training Plan
dd. Updated Data Conversion Plan
ee. Updated Legacy Data Analysis and Cleansing Results
ff. Updated Implementation Plan
gg. Updated Turnover Plan
hh. Updated Project Documentation Repository
ii. Updated Change Management Repository
jj. Updated Infrastructure Specifications
kk. Updated Detailed Requirements and Business Rules
ll. Updated Security Requirements
mm. Updated Detailed Framework Design Specifications
    1) Updated Physical Database Model, including: Data Requirement Definitions; File Structures, Organization, Access, and Processing Limitations; Logical Data Model or Entity Relationship Diagram; Physical Data Model or Physical Database Diagram; Data Dictionary; and Trigger and Stored Procedure Usage Documentation.
    2) Updated Business Process Model (Elementary Process Level)
    3) Updated Detailed Technical Infrastructure Model
    4) Updated Security Requirements and Design Specifications
    5) Updated Case Workflow and Procedural Specifications
    6) Updated Interface Design Specifications
    7) Design Specifications and Layouts for Reports, Notices, and Correspondence
    8) Layouts for All Screens, Standard Reports, Correspondence, and Notices. Standard Patterns for Report Formats and Screen Displays, including Screen Paths.
nn. Updated Use Case Scenarios
oo. Updated Production Space Requirements
pp. Updated Backup and Recovery Requirements
qq. Certification of Correction of all Problems Reported during Implementation, as reported in the Problem Repository
rr. Updated Trigger and Stored Procedure Usage Documentation
ss. Updated Production Job Flow and Job Dependencies
tt. Updated System Documentation
uu. Updated Operations Manual
vv. Updated User Manual

ww. Updated Quick Reference User Document
xx. Updated Procedure Manual
yy. Updated Business User Staff Training Curricula and Materials
zz. Updated Technical Staff Training Curricula and Materials
aaa. Results of Testing all Use Case Scenarios (including % of Requirements Tested: Number Passed and Failed; and Status of Retests for Previous Failed Tests)
bbb. Certified Completion of All Converted Data
ccc. Documented Results of Implementation
ddd. Certification of Implementation of Fully Operational System
eee. Data Conversion Progress Report for Statewide Implementation
fff. Quality Review Results
ggg. Results of Data Audit
hhh. Role Assignments for Pilot Testing
iii. Updated HIPAA Security Risk Assessment
jjj. Other Deliverables as Defined in the Contractor's Master Project Work Plan
kkk. Written Acknowledgement of Completion of all Implementation Phase Deliverables

Post-Implementation Support Phase

A.131. Operate the V.I.P. The Contractor shall be responsible for the daily operation of the V.I.P. production system during the Post-Implementation Support Phase. At a minimum, the Contractor shall:

a. Work with State information systems staff to coordinate and monitor all aspects of production processing, both on-line and batch;

b. Monitor the nightly batch to ensure that jobs are completed and that appropriate Contractor staff are alerted when problems arise;

c. Monitor and manage on-line system response time and the overnight batch processing window;

d. Inform appropriate State information systems staff daily, through electronic mail, of the status of the system, on-line availability, and the results of regular and special batch processing;

e. Maintain and monitor scheduling of production jobs;

f. Interface with the State's information systems operations personnel to coordinate batch job scheduling with other State systems;

g. Interface with the State's central mail room to understand the State's postal requirements and standards for document and form generation, including page insertion and folding, envelope "stuffing", etc. and to coordinate mailings of V.I.P. forms and notices;

h. Participate in disaster recovery exercises; and

i. Provide operations support twenty-four (24) hours per day, seven (7) days a week.

A.132. Evaluate Capacity and Update Documentation. The Contractor shall perform capacity evaluation, as defined in the Capacity Analysis and Evaluation Plan, and make recommendations to the State. The Contractor shall provide written affirmation and validate that the State's platform environment shall support the new System in a full production capacity and meet performance standards. The Contractor shall provide detailed descriptions of any changes to the State's platform environment that would enhance the performance of the system.

A.133. Mandatory On-Site Contractor Support. The Contractor shall maintain, operate, and provide on-site support staff for the V.I.P. for twelve months after approval of certification from the Contractor that implementation is complete.

A.134. Initiate Turnover Plan. The Contractor shall initiate the Turnover Plan. The Contractor shall provide mentoring and training necessary to enable State staff to operate, support and maintain the V.I.P.

A.134.a. Finalized System Documentation. Once system turnover is approved by the State, the Contractor shall provide to the State the current and complete versions of all System documentation in a form and content consistent with all applicable State standards.

A.134.b. Turnover Results Report. The Contractor shall prepare the turnover results report documenting completion and results of the turnover plans, as well as current system status information regarding outstanding problems and recommendations for system enhancements, if any.

A.134.c. Training Skills Assessment Tool. The Contractor shall develop a skills assessment tool to confirm the effectiveness of training and mentoring of State staff.

A.134.d. Transfer Software Licenses to the State. The Contractor shall transfer all software licenses to the State for all software procured by the Contractor and approved by the State for use in the V.I.P. (application development software, reporting tools, COTS software, and utilities) at the end of the Post-Implementation Support Phase.

A.135. Participate in State's Backup and Recovery Test. The Contractor shall participate in the State's backup and recovery test and shall thoroughly test backup and recovery procedures developed by the Contractor for the V.I.P.

A.136. Prepare Documentation for Federal Government. The Contractor shall prepare documentation for submission to the Federal Government to support Federal review and approval of the V.I.P.

A.137. Contractor's Responsibility for Post-Implementation Support Phase Deliverables. The State and Contractor shall acknowledge completion of all Post-Implementation Support Phase Deliverables. The Contractor shall submit the following Post-Implementation Phase deliverables to the State for approval:

a. Updated Comprehensive Project Plan
b. Updated Master Project Work Plan
c. Updated Assumptions and Constraints
d. Updated Project Risks
e. Semi-Monthly Narrative Project Status Reports for PSC
f. Semi-Monthly PSC Presentation
g. Updated Project Team Organizational Structure document
h. Updated Contractor Staff Assignments and Project Roles document
i. Updated Quality Management Plan
j. Weekly Status Reports for Project Team
k. Weekly Status Team Meeting Notes
l. Updated Action Items and Open Issues Repository
m. Updated Project Web Site
n. Updated Capacity Analysis and Evaluation Results and Recommendations
o. Updated Capacity Simulation and Benchmark Test Results
p. Updated Turnover Plan
q. Updated Project Documentation Repository
r. Updated Change Management Repository
s. Updated Infrastructure Specifications Document

t. Updated Detailed Requirements and Business Rules
u. Updated Security Requirements
v. Updated Detailed Framework Design Specifications
    1) Updated Physical Database Model, including: Data Requirement Definitions; File Structures, Organization, Access, and Processing Limitations; Logical Data Model or Entity Relationship Diagram; Physical Data Model or Physical Database Diagram; Data Dictionary; and Trigger and Stored Procedure Usage Documentation.
    2) Updated Business Process Model (Elementary Process Level)
    3) Updated Detailed Technical Infrastructure Model
    4) Updated Security Requirements and Design Specifications
    5) Updated Case Workflow and Procedural Specifications
    6) Updated Interface Design Specifications
    7) Design Specifications and Layouts for Reports, Notices, and Correspondence
    8) Layouts for All Screens, Standard Reports, Correspondence, and Notices. Standard Patterns for Report Formats and Screen Displays, including Screen Paths.
w. Updated Production Space Requirements
x. Updated Backup and Recovery Requirements
y. Certification of Correction of All Problems Reported
z. Updated Trigger and Stored Procedure Usage Documentation
aa. Updated Production Job Flow and Job Dependencies
bb. Updated System Documentation
cc. Updated Operations Manual
dd. Updated User Manual
ee. Updated Quick Reference User Document
ff. Updated Procedure Manual
gg. Updated User Staff Training Curricula and Materials
hh. Updated Technical Staff Training Curricula and Materials
ii. Results of Testing all Use Case Scenarios (including % of Requirements Tested; Number Passed and Failed; and Status of Retests for Previous Failed Tests)
jj. Certification of Successful Turnover of the V.I.P. to the State
kk. Certification that State staff have skills to maintain and support the V.I.P.
ll. On-Site Contractor Support
mm. Documentation to Support Federal reviews
nn. Quality Review Results
oo. Updated HIPAA Security Risk Assessment
pp. Other Deliverables as Defined in the Contractor's Master Project Work Plan
qq. Written Acknowledgement of Completion of All Post-Implementation Support Phase Deliverables
rr. Confirmation of Transfer of all software license procured by the Contractor

Performance Standards and Penalties

A.138. Performance Standards and Damages. The Contractor shall comply with minimum system and procedural performance requirements. At the first incident of failure to meet one or more of the defined performance standards the State, at its discretion, may request a corrective action plan and establish an extension date by which the Contractor shall correct the deficiency. Continued failure to meet performance standards may result in imposition of the damages established in this paragraph or in the State deeming the Contract to be in breach.

The following table defines the standards required for Contractor performance for the V.I.P. and the associated damages.

PERFORMANCE STANDARDS

Requirement	*Damages*
The V.I.P. performance thresholds for application system response time as required by Section A.24.a.2).	One Thousand Dollars ($1,000.00) per day
The V.I.P. performance thresholds for application system availability as required by Section A.24.a.1).	Ten Thousand Dollars ($10,000.00) per day
Failure to provide periodic progress reports as required by Section D.10 within seven (7) calendar days of the request.	Five Hundred Dollars ($500.00) per day
Failure to correct any defects covered by the warranty in A.139 within the timeframes stated in Section A.139.d..	Ten Thousand Dollars ($10,000.00) per day
Failure of the operation of any software program prepared by the Contractor, or the provision of incorrect instructions by Contractor given for the implementation/operation/use of any software programs, or the failure of the Contractor to repair or have repaired defects known to the Contractor in any hardware under the direction or control of the Contractor, any of which results in the incorrect processing of, the incorrect information/text being printed on, or inserts being placed with, any notices or forms; incorrect issuance of benefits, or which results in the incorrect or untimely mailing of any document from the V.I.P..	(a) The actual costs of mailing and postage; (b) The cost for the use of computer time chargeable to the Department of Human Services; (c) The cost required to correct the error; and (d) The value of incorrectly issued benefits.

System Warranty

A.139. Warranty of System Products/Services.

A.139.a. 1) This warranty language shall supersede any warranty language provided by the Uniform Computer Information Transactions Act (UCITA).

A.139.a. 2) General Terms.

The Contractor expressly warrants the V.I.P., and any products or services resulting from change orders and enhancements produced or provided by the Contractor to the State, as being compliant in all respects with the terms of the Contract or the change order or enhancement request, and warrants that these products or services will be free from errors, defects, deficiencies or deviations, and that the products or services will perform in such a manner as the Contract, change order or enhancement request require, so that the intended function of the products or services is accomplished in all respects as intended by the Contract, the change order or enhancement request, and is otherwise consistent with industry standards.

A.139.b. Warranty Periods.

1) The warranty period(s) shall be one (1) year, shall apply to the entire system and to products or services resulting from change orders and enhancements to the system, and shall begin on the following dates:

2) (i) The one (1) year warranty period on the entire V.I.P. begins with the date the State approves in writing the "certification of state acceptance document" provided by the Contractor at the end of the implementation phase certifying

full functionality of the V.I.P. pursuant to the Contract Section A.130.ddd. (Certification of Implementation of Fully Operational System)

(ii) If any change orders or enhancements are requested by the State subsequent to the implementation phase, the one (1) year warranty begins on the date the State provides written acceptance of the product or services resulting from a change order or enhancement request.

3) The warranty shall be applicable when State staff performs any function under direction of the Contractor during any turnover, training or maintenance periods required in the Contract.

A.139.c. Warranty Coverage.

1) The warranty encompasses any errors, defects, deficiencies or deviations discovered in any products or services, including third-party software used for the design and operation of the system if not used in its ordinary and usual capacity.

2) The warranty requires the correction by the Contractor of all products or services containing any errors, defects, deficiencies or deviations and any necessary modifications or revisions to products or services, including, by example, and not by limitation, the design, coding, and operation of the system's software to perform any function required by the Contract, whether occurring in the original contract or whether resulting from a change order or enhancement requested by the State, or which is procured in any amendment to the Contract, in any interfaces that are created, and in any training manuals and all system documentation provided by the Contractor.

A.139.d. Time Frames for Warranty Services.

1) The Contractor must promptly, at the direction of, and within the time specified, by the State, correct any errors, defects, deficiencies or deviations from specifications and all the V.I.P.-related ABENDS and performance or operational delays.

2) The Contractor shall provide emergency maintenance services to correct code problems or any performance or operational problems related to the design or coding of the system software, it's functioning or interfaces on a twenty-four (24) hour, seven (7) days a week basis.

3) Products and services shall be either replaced, revised, repaired or corrected within twenty-one (21) calendar days of written notification by the State of the errors, defects, deficiencies or deviations; provided, however, that if the continued use of a defective or deficient product or service would cause damage to the State system(s) or associated data, or would otherwise seriously impair, as determined by the State, the ability of users of the system(s) to do their jobs or the functions for which the system was established, then Contractor shall act to repair the deficiencies immediately, unless an extension is otherwise granted in writing, by the State.

4) The State will determine when any errors, defects, deficiencies or deviations have been resolved.

A.139.e. Resources Required for Warranty Service.

The Contractor shall apply all necessary resources to correct the errors, defects, deficiencies or deviations without cost or expense to the State, and shall make these corrections within the time-frame specified by the State.

A.139.f. Failure to Provide Effective Warranty Services.

If the Contractor fails to repair an error, defect, deficiency or deviation for products or services covered by the warranty, the State may, at its option, act to correct or repair

the error, defect, deficiency or deviation, and the Contractor shall be required to reimburse the State for all costs incurred to conduct the repair.

A.139.g. Contact for Warranty Services.

1) The Contractor will be the initial contact point for all warranty notifications and support requests, regardless of the perceived source of the problem.

2) The Contractor may elect to have telephone or on-site warranty repair or support services performed by subcontracted personnel; however, if this is the case, the Contractor shall be responsible for coordinating the effort so that the use of any third-party support is transparent to the State and so that the State shall not have to deal directly with the sub-contractor.

3) The State reserves the right to approve Subcontractors for warranty service, and such Subcontractors shall be approved in writing by the State.

A.139.h. Maintenance of Operations and Services During Warranty Work.

The correction of errors, defects, deficiencies or deviations in work products/services shall not detract from or interfere with software maintenance or operational tasks.

A.139.i. Problems Not Caused by Contractor Fault.

1) If Contractor personnel determine that the problem is not the fault of Contractor-provided software or hardware, then the Contractor shall notify State support personnel immediately.

2) If the State agrees that the problem is due to software or hardware provided by the State, the State shall resolve the problem. However, in this case, if requested by the State, Contractor personnel shall remain on-site and/or dedicated to the problem to perform any required joint functions until the problem is resolved, and the State shall compensate the Contractor only for the time the Contractor has to remain on site.

B. CONTRACT TERM:

B.1. Contract Term. This Contract shall be effective for the period commencing on January 30, 2006 and ending on May 27, 2009. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total Contract term of no more than five (5) years, provided that the State notifies the Contractor in writing of its intention to do so at least thirty (30) days prior to the Contract expiration date. An extension of the term of this Contract shall be effected through an Amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability shall also be effected through an Amendment to the Contract and shall be based upon rates provided for in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability for payment of products or services of the State under this Contract exceed Thirty-Seven Million Two Hundred Eighty-Six Thousand Seven Hundred dollars and no cents ($37,286,700.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for products or services for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability only represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. If case work is requested through an approved change order, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A above. The Contractor shall be compensated based upon the following Service Rates:

Total System Cost	[redacted]	$33,897,000

The Total System Cost stated above shall be paid to the Contractor in installments contingent upon the completion of Development Phase Milestones, as follows:

DEVELOPMENT PHASE MILESTONE	COST BY PHASE	RETAINAGE AMOUNT (2)	PAYMENT AMOUNT
Design Kick-off Phase This is 1% of Total System Cost	$338,970	None	$338,970
Design Phase This is 40% of Total System Cost			
General Design = 30% of total Design Phase Cost	$4,067,640	None	$4,067,640
Detail Design = or	$9,491,160	$949,116 = 10% of Detail	$8,542,044

DEVELOPMENT PHASE MILESTONE	COST BY PHASE	RETAINAGE AMOUNT (2)	PAYMENT AMOUNT
70% of Total Design Phase Cost		Design Phase	
Construction Phase This is 30% of Total System Cost (1)	$10,169,100	$2,033,820 = 20% of Construction Phase	$8,135,280
User Acceptance Test Phase This is 10% of Total System Cost	$3,389,700	None	$3,389,700
Implementation Phase This is 10% of Total System Cost	$3,389,700	None	$3,389,700
Post-Implementation Phase This is 9% of Total System Cost	$3,050,730	None	$3,050,730

Upon completion of each Phase Milestone, the Contractor shall submit an invoice and Certification of Phase completion described in Section A of this Contract, in form and substance acceptable to the State, prior to any payment.

(1) The Construction Phase payment shall be made in three (3) equal intervals based on the Contractor's approved timeline for the Construction Phase. The Contractor shall be paid a not-to-exceed (NTE) amount of 50% of the total Construction Phase Cost less the retainage amount, for intervals one (1) and two (2). The actual percentage paid in Intervals one and two shall be based on the percentage of modules in unit testing that are deemed successfully complete by the State, as further identified in Section A.78.a.. The retainage percentage for the Construction Phase will be applied to each interval's payment. The third payment amount shall be paid to the Contractor at the completion of this phase.

(2) The total retainage amount shall be paid to the Contractor within thirty (30) days of completion of the User Acceptance Testing phase and the Implementation Phase in the following increments:

Total Phase Amounts Retained	[redacted]	$2,982,936

Completion of User Acceptance Testing Phase	Payment = 25% of Total Phase Amounts Retained	[redacted]	$745,734

Completion of Implementation Phase	Payment = 75% of Total Phase Amounts Retained	[redacted]	$2,237,202

The Contractor shall submit monthly invoices for Change Order Costs, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service for the amount stipulated.

CHANGE ORDER RATES

SERVICE	PAYMENT RATE PER HOUR
Senior Project Manager	
Year 1	$ 125.00
Year 2	$ 127.50
Year 3	$ 130.05
Year 4	$ 132.65
Year 5	$ 135.30
Backup Senior Project Manager	
Year 1	$ 120.00
Year 2	$ 122.40
Year 3	$ 124.85
Year 4	$ 127.34
Year 5	$ 129.89
Senior Analyst	
Year 1	$ 120.00
Year 2	$ 122.40
Year 3	$ 124.85
Year 4	$ 127.34
Year 5	$ 129.89
Analyst	
Year 1	$ 100.00
Year 2	$ 102.00
Year 3	$ 104.04
Year 4	$ 106.12
Year 5	$ 108.24
Senior Programmer	
Year 1	$ 95.00
Year 2	$ 96.90
Year 3	$ 98.84
Year 4	$ 100.81
Year 5	$ 102.83
Programmer	
Year 1	$ 90.00
Year 2	$ 91.80
Year 3	$ 93.64
Year 4	$ 95.51
Year 5	$ 97.42

Database Coordinator

Year 1	$ 100.00
Year 2	$ 102.00
Year 3	$ 104.04
Year 4	$ 106.12
Year 5	$ 108.24

Mainframe Operations Manager

Year 1	$ 90.00
Year 2	$ 91.80
Year 3	$ 93.64
Year 4	$ 95.51
Year 5	$ 97.42

Mainframe Operations Specialist

Year 1	$ 75.00
Year 2	$ 76.50
Year 3	$ 78.03
Year 4	$ 79.59
Year 5	$ 81.18

Documentation Specialist

Year 1	$ 55.00
Year 2	$ 56.10
Year 3	$ 57.22
Year 4	$ 58.37
Year 5	$ 59.53

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor, including, but not limited to, penalties assessed under Section A.138. or costs to the State for failure to provide effective warranty services under Section A.139.f., or liquidated damages pursuant to Section E.4.a. for contract termination under Section E.4.

C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.2. Modification and Amendment. This Contract may be modified only by a written Amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least ninety (90) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor. The state may, in its discretion, allow the contractor the opportunity to cure the defect. In such instances, the state will give the contractor reasonable notice and reasonable opportunity to cure as it is determined by the state.

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a Subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such Subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved Subcontractors, the Contractor shall be the prime Contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, sub-contractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor,

insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written Amendment signed by the parties hereto.

D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent Contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.14. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it shall be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under ***Tennessee Code Annotated***, Sections 9-8-101 through 9-8-407.

D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the

terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:
Randy Lynch, Contract Coordinator
Department of Human Services
400 Deaderick Street, 7th Floor, Nashville, TN 37248
tel. (615) 313-5280
fax (615) 741-2185

The Contractor:
Rob Marchant, President
SSIT North America d/b/a Albion, Inc.
340 Interstate North Parkway, Suite 340, Atlanta, GA 30339
tel. (770) 303-4450
fax (770) 303-4434

RAM. 1/30/06

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to immediately terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general,

special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

— failure to perform in accordance with any term or provision of the Contract;
— partial performance of any term or provision of the Contract;
— any act prohibited or restricted by the Contract, or
— violation of any warranty.

For purposes of this contract, these items shall hereinafter be referred to as a "Breach."

a. Contractor Breach— The State shall notify Contractor in writing of a Breach.

(1) In event of a Breach by Contractor, the State shall have available the remedy of Actual Damages and any other remedy available at law or equity.

(2) Liquidated Damages— In the event of a Breach, the State may assess Liquidated Damages. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The State may withhold the liquidated damage, as provided in Sections C.6. – C.7. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained in Section A.138, and agrees that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the Liquidated Damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

The State may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract. The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

(3) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the

defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

The State may only assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is declared by the State.

(4) Contract Termination— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Such notice shall hereinafter be referred to as a Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

b. State Breach— In the event of a Breach of contract by the State, the Contractor shall notify the State in writing within thirty (30) days of any Breach of contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

E.5. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a Subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least thirty (30) days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State shall assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover

from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.6. Ownership of Work Products.

E.6.a. Definition of Work Products. "Work Products" shall mean all software, documentation, RFP deliverables and any other items provided by the vendor pursuant to this Contract, including Custom-Developed Application Software, Pre-Existing Application Software, Frameworks, and the source code pertaining thereto. (For definitions of these software types, see RFP Attachment 6.10.) The only categories of software not included in Work Products are the following:

(1) Proprietary operating/vendor software packages which are provided at established catalog or market prices and sold or leased to the general public as described in 45 C.F.R. 95.617; and

(2) Contractor Proprietary Products as defined in E.6.c below.

E.6.b. State and Federal Rights to Work Products.

(1) With the sole exception of the Work Products specifically excluded in E.6.a (1) and (2), the State shall have all ownership right, title, and interest, including ownership of copyright, in all Work Products, as defined in E.6.a. In addition, the State and U.S. Department of Health and Human Services (US-DHHS) reserve a perpetual, royalty-free, paid-up, non-exclusive, irrevocable, and unlimited right to use, operate, and modify all Work Products and all source code pertaining to Custom-Developed Application Software, Pre-Existing Application Software, and Frameworks. These ownership and licensing rights shall also pertain to all Work Products or portions of work products developed, including those specifically developed for the public assistance programs under 45 C.F.R. 95.617, which have been provided, modified, configured, customized, extended, and/or installed for the State under this Contract. The Contractor hereby warrants that Contractor is duly authorized to grant such ownership and licensing rights and that all non-State Standard software utilized under this section meets the requirements for Federal Financial Participation under 45 C.F.R. 95.617.

(2) The rights described in E.6.b.(1) shall allow the State or US-DHHS to reproduce, publish, modify, or otherwise use, and to authorize others to use for Federal government purposes, the Work Products and all source code pertaining to any Custom-Developed Application Software, Pre-Existing Application Software, and Frameworks, provided pursuant to this Contract. These rights would permit the State or US-DHHS to authorize the use of the Work Products and all source code pertaining to Custom-Developed Application Software, Pre-Existing Application Software, and Frameworks, in any other project or activity funded by the State or Federal government.

The foregoing notwithstanding, the Contractor remains responsible for adherence to all performance and warranty requirements for the VIP system, as established by the Contract.

E.6.c. State and Federal Rights to Contractor Proprietary Products. The Contractor shall retain ownership right, title, and interest in the portions of the V.I.P. that were not developed using State or Federal moneys or resources, that were complete and the property of the Contractor as of the effective date of the Contract, and that are used in the performance of this Contract (known as "Contractor Proprietary Products"). The following provisions apply:

(1) The Contractor hereby grants the State and US-DHHS a perpetual, royalty-free, paid-up, non-exclusive, irrevocable, and unlimited license to use, operate, and modify the Contractor Proprietary Products, including the source code pertaining thereto. The Contractor warrants that Contractor is duly authorized to grant this right.

(2) The State and US-DHSS shall have the right to reproduce, publish or otherwise use, and to authorize others to use, operate, and modify, for Federal government purposes, the Contractor Proprietary Products. This license would permit US-DHHS to authorize the use of the Contractor Proprietary Products provided pursuant to this Contract in another project or activity funded by the Federal government.

(3) The State shall take all reasonable steps, consistent with State law, to preserve the confidential and proprietary nature of the Contractor Proprietary Products. The State shall make reasonable efforts not to disclose or disseminate Contractor's proprietary information, apart from legitimate distribution for Federal and State purposes as described herein, or as needed for system maintenance purposes by agents of the State.

E.6.d. Acquired Knowledge and Skills. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.

E.6.e. Development of Similar Materials. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials that are similar to and/or competitive with those that are produced under this Contract.

E.7. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of ***Tennessee Code Annotated***, Section 12-7-101, *et. Seq.*, shall be printed unless a printing authorization number has been obtained and affixed as required by ***Tennessee Code Annotated***, Section 12-7-103 (d).

E.8. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof expected. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

E.9. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

a. The Contract document and its attachments
b. All Clarifications and addenda made to the Contractor's Proposal
c. The Request for Proposal and its associated Amendments
d. Technical Specifications provided to the Contractor
e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.10. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.

E.11. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that: No federally appropriated funds have been paid or shall be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, 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, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or shall 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 Contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, Subcontracts, and Contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

E.12. Public Funding Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor relative to this Contract shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Contractor shall be approved by the State.

E.13. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.

E.14. Confidentiality of Records.

a. The Contractor agrees that strict standards of confidentiality of records shall be maintained in accordance with State and Federal law and regulations (Reference TCA Section 71-1-131, TCA Section 71-3-119, 7 C.F.R. and 272.1, 45 C.F.R. 435 and all other applicable State and Federal law and regulations). All material and information provided to the Contractor by the State or acquired by the Contractor on behalf of the State whether verbal, written, magnetic tape, cards or otherwise shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, except as otherwise permitted by law, regulation or court order, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with Federal and State law and ethical standards.

b. The Contractor further agrees that any information provided by the State relative to applicants or recipients of public assistance is to be used only for the administration of this Contract or in any investigation, prosecution, or criminal or civil proceeding, conducted pursuant to this Contract. The Contractor agrees to provide safeguards to restrict the use or disclosure of any information concerning such applicants or recipients to purposes stated in this section. The safeguards so provided shall also prohibit disclosure to any committee or legislative body, of

any information which identifies by name or address any such applicant or recipient. The Contractor agrees that any Federal or State tax related information shall be treated as confidential, and shall be used solely for purposes of administering the family assistance and child support programs, unless otherwise required by law. Safeguards for tax-related information shall be provided in accordance with IRC, Section 6103(p) (4) and Section 7213A as outlined in IRS Publication 1075. The Contractor agrees to inform each officer or employee of the penalties for unauthorized disclosure of federal tax information prescribed by Internal Revenue Code (IRC), sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1. Additionally, the Contractor is to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. The Contractor further agrees that all personnel authorized to handle such tax related information shall sign, annually, an IRS Confidentiality Form, to be provided by the State, with the original signed forms to be updated by the Contractor along with a current list of employees. These IRS Confidentiality Forms and the list of employees shall be made available to the State and the IRS upon request.

c. It shall be the Contractor's responsibility to ensure that any destruction of confidential information, as described in this section, shall be accomplished in a manner consistent with State policy and Federal regulations pertaining to the destruction of private or confidential data.

d. The Contractor's obligations under this section do not apply to information in the public domain or entering the public domain, but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.15. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.

E.16. Public Accountability. If this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor agrees to display a sign stating:

"NOTICE: This Contractor is a recipient of taxpayer funding. If you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454."

Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public passes to receive State funded services.

E.17. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

E.18. Date/Time Hold Harmless. As required by ***Tennessee Code Annotated***, Section 12-4-118, the Contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of Contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.

E.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by ***Tennessee Code Annotated***, Section 8-6-106.

E.20. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in ***Tennessee Code Annotated***, Section 8-36-801, *et. Seq.*, the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent Contractor, the Contractor may be required to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.

E.21. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them for commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing

a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

E.22. Public Exigency Service Provision Extension. At the option of the State, the Contractor agrees to continue services for the Department when the Department determines there is a public exigency that requires the contracted services to continue. Continuation of services pursuant to this subsection shall be in six (6) month increments and the total of all public exigency extensions shall not exceed twelve (12) months. Thirty (30) days notice shall be given by the Department before this option is exercised. The Contractor reimbursement rate during emergency periods shall be the established regular Unit Rate in effect during the last year of this Contract, or as amended during that period and which is effective on the date of the thirty (30) days notice.

E.23. Contract Services Transition. Upon termination of this Contract for whatever reason (expiration or termination), the Contractor shall assist the State to ensure an orderly transfer of responsibility and/or continuity of those services required under the terms of the Contract to an organization designated by the State, if requested in writing.

E.23.a. The Contractor shall deliver, FOB (free on board) destination, all records, documentation, reports, data, hard copy and electronic files, recommendations, etc., which were required to be produced under the terms of the Contract to the State and/or the State's designee promptly and with due diligence after receipt of the written request.

E.23.b. The Contractor shall discontinue providing the service or accepting new assignments under the terms of this Contract, on the date specified by the State, in order to ensure the completion of such service prior to the termination of the Contract.

E.24. Contractor Limitation of Liability. The Contractor's liability to the State, and its indemnification of the State for any acts or omissions attributable to the Contractor under this Contract, shall be limited to two (2) times the value of the Contract. The value of the contract shall be determined by the State's Maximum Liability provisions in Paragraph C.1. of this Contract, or as such Maximum Liability may be amended. This limitation applies to all causes of action, including without limitation, breach of contract, breach of warranty, negligent acts, but specifically shall not apply to criminal acts, intentional torts or fraudulent conduct of the Contractor. The limitation of liability includes liability for consequential, special, indirect or punitive damages.

E.25. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers

required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.

c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contract in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

IN WITNESS WHEREOF:

SSIT NORTH AMERICA, d/b/a ALBION, INC.

R.A. Marchant 1/30/06

R.A. MARCHANT, PRESIDENT DATE

SCANDENT SOLUTIONS CORPORATION LIMITED

1.25.06

CHRISTOPHER SINCLAIR DATE
CHAIRIMAN & CEO

DEPARTMENT OF HUMAN SERVICES

2/1/06

VIRGINIA T. LODGE, COMMSSIONER DATE

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION

FEB 01 2006

M.D. GOETZ, JR. COMMISSIONER DATE

COMPTROLLER OF THE TREASURY

John G. Morgan 2/2/06

JOHN G. MORGAN, COMPTROLLER DATE
OF THE TREAURY