

CONTRACT #5
RFS # 359.10-10057
FA # NA
Edison # 30941

**Department of Children's
Services**

VENDOR:
Compuware Corporation



STATE OF TENNESSEE

DEPARTMENT OF CHILDREN'S SERVICES

Bill Haslam
Governor

James M. Henry
Commissioner

Cordell Hull Building, 7th Floor
436 6th Avenue North
Nashville, Tennessee 37243

MEMORANDUM

To: Leni Chick, Contract and Audit Coordinator

From: Suzanne G. White, Director
Contracts Management Unit

Date: April 26, 2013

Subject: Compuware Corporation

Please find accompaniments to this summary memo the various supporting material necessary to review the Non-Competitive Amendment request for technical consulting services with Compuware Corporation in the amount of \$1,993,000.00 for the period 5/1/2012 through 6/30/2014.

The Department is seeking to amend the current contract with Compuware based on the following Justification:

Compuware Corporation ("Compuware") was chosen in mid-2012 as the vendor to assist DCS in its response to the Comptroller's findings in its March 2012 Audit Report primarily because of its unique expertise and experience as the vendor of the Ohio SACWIS OptimalJ development environment used in the construction of TFACTS. As such, Compuware offers technical resources with unsurpassed familiarity, knowledge and hands on experience with the development environment and the OptimalJ MDA toolset. Compuware uniquely possesses architectural and technical model knowledge of both TFACTS and its system of origin, the State of Ohio SACWIS. The State of Ohio SACWIS knowledge is critical because it was the foundational transfer platform for TFACTS. This foundational knowledge is critical because the vendor which implemented the TFACTS deviated from the Ohio technical structure in a manner which produced many of the systemic issues we currently face with the TFACTS platform. Compuware was selected because it has previously conducted an in-depth review of the current OptimalJ models and code base of TFACTS.

Since 2012, Compuware has provided critical contributions to DCS TFACTS technology vision, strategy and planning process, including developing the TFACTS technology road-map. As part of that vision, Compuware, armed with their deep experience with SACWIS, TFACTS, Field Enablement and 10 years of Mobile computing

background, successfully developed a mobile technology Proof of Concept, showing that it was possible to present TFACTS properly rendered on a tablet computing device within a short timeframe. This was done as a prelude to a planned exploration of the possibility of providing the more than 2,400 DCS Case Managers who spend their days in the field out amongst the children and families they serve, and do so today without technology support. Their only means of directly accessing TFACTS today remains the computer atop their desk at their office.

The urgency to provide critical modifications and enhancement to TFACTS makes the learning curve of any other vendor problematic. By eliminating the need for this learning period through the use of Compuware's services, the overall time planned for TFACTS enhancements to be in the production system will be shortened by months and the overall risk significantly reduced.

As a consequence of the work described above, Compuware has the deepest working knowledge and experience of the TFACTS architecture, application code, detailed implementation, and practical experience as it relates to deploying TFACTS on a tablet device. Compuware also has the most intimate knowledge available with respect to the overall challenges and related work required to be performed with respect to improving the usability of TFACTS.

The request for the non-competitive service was submitted within the sixty (60) day timeframe

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Suzanne G. White	*Contact Phone:	615-741-0581		
*Original Contract Number:	30941	*Original RFS Number:	35910-10057		
Edison Contract Number: <i>(if applicable)</i>	30941	Edison RFS Number: <i>(if applicable)</i>	N/A		
*Original Contract Begin Date:	5/1/2012	*Current End Date:	6/30/2013		
Current Request Amendment Number: <i>(if applicable)</i>	2 (two)				
Proposed Amendment Effective Date: <i>(if applicable)</i>	07/01/2013				
*Department Submitting:	Department of Children's Services				
*Division:	Contracts Management				
*Date Submitted:	4/26/2013				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	Compuware Corporation				
*Current Maximum Liability:	\$850,000.00				
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY:2012	FY:2013	FY:2014	FY:	FY	FY
\$120,000.00	\$730,000.00	\$1,143,000.00	\$	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>					
FY:2012	FY2013:	FY:	FY:	FY	FY
\$0.00	\$309,991.02	\$	\$	\$	\$
<p>IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:</p>			<p>FY 2012 – Funds allocated for Fiscal Year 2012 were not expended during that period because the start date of the contract was May 01, 2012, close to the end of the Fiscal Year and the vendor did not submit invoices until August 2012 for work performed. The surplus funds were utilized in FY 2013.</p> <p>FY 2013 – As of 3/13/13 the amount expended under this contract is \$309,991.02. There are several outstanding invoices for work performed from February through June with an approximate value of \$540,000 for a total expenditure of almost \$850,000 for Fiscal Year 2013.</p> <p>FY 2014 – Based on utilization through FY 2013 it is expected that no funding will be surplus.</p>		

Supplemental Documentation Required for
Fiscal Review Committee

IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		FY 2012 – The carry forward amount of \$120,000.00 in FY 2012 was authorized by Finance and Administration per Public Chapter (PC) 1029, Section 36, Item 1.		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		N/A		
*Contract Funding Source/Amount:	State:	694, 025.00	Federal:	902,630.00.
Interdepartmental:		396,345.00	Other:	
If "other" please define:				
Dates of All Previous Amendments or Revisions: (if applicable)		Brief Description of Actions in Previous Amendments or Revisions: (if applicable)		
Jan. 1, 2013 (amendment 1)		Increase contract amount		
Method of Original Award: (if applicable)		Non-competitive request		
*What were the projected costs of the service for the entire term of the contract prior to contract award?		\$240,000.00		

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:2012	FY2013	FY:2014	FY:	FY:
Provision of technical consulting services	120,000.00	730,000.00	1,143,000.00		

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:

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:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

TN_PU_CN021 - Payments against a Contract

Edison Contract ID:

Fiscal Year:

No matching values were found.

Unit	Sum Amount	Edison Contract ID	Vendor ID	Vendor Name	Type	PO ID	Voucher ID	Invoice	Date	Fiscal Year
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Non-Competitive Amendment Request

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@state.tn.us

APPROVED

COMMISSIONER OF FINANCE & ADMINISTRATION

Request Tracking #	35910-10057	
1. Procuring Agency	Department of Children's Services	
2. Contractor	Compuware Corporation	
3. Contract #	30941	
4. Proposed Amendment #	2	
5. Edison ID #	30941	
6. Contract Begin Date	May 1, 2012	
7. Current Contract End Date – with ALL options to extend exercised	June 30, 2013	
8. Proposed Contract End Date – with ALL options to extend exercised	June 30, 2014	
9. Current Maximum Contract Cost – with ALL options to extend exercised	\$ 850,000	
10. Proposed Maximum Contract Cost – with ALL options to extend exercised	\$ 1,993,000	
11. Office for Information Resources Endorsement – information technology service (N/A to THDA)	<input type="checkbox"/> Not Applicable	<input checked="" type="checkbox"/> Attached
12. eHealth Initiative Support – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached
13. Human Resources Support – state employee training service	<input type="checkbox"/> Not Applicable	<input checked="" type="checkbox"/> Attached
14. Explanation Need for the Proposed Amendment		
<p>As the system of record for the Tennessee Department of Children's Services ("DCS"), the Tennessee Family and Child Tracking System ("TFACTS") functions today as a data entry system needed to capture data vital to both federal funding and reporting. More importantly however, it is the primary automated tool used both by DCS Case Managers and DCS executive managers for case management as well as policy development and management.</p> <p>For the past year, work on TFACTS has focused primarily on its remediation and stabilization.</p>		

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This work was driven in the largest part by findings and recommendations contained in a 2012 State Comptroller Audit, and a 2012 DCS Internal Assessment. As a consequence of that effort, today TFACTS is operational and collecting data, providing Case Managers with a functional automated tool, and DCS leadership and federal partners with a source of data for reporting and management purposes.

Having successfully stabilized TFACTS, DCS must now turn to addressing the significant backlog of enhancements already needed for the system despite its being just shy of only three years old. The depth and urgency of the need for these has been conveyed by multiple assessments published since early 2012. In some cases, the assessments have yielded commonly identified enhancements needed to TFACTS. Regardless of which assessment had identified any specific enhancement as needed, they have all stressed the enhancements they identify as fundamental to improving both the effectiveness of the system as a case management and support tool, and providing meaningful workload mitigation to staff already laboring under sometimes excessive caseloads, difficult working conditions and less than adequate compensation levels.

System Usability Enhancements

One of the most oft-cited and pressing of enhancements needed centers on the difficulty that Case Managers have in entering data into TFACTS. In fact, the system is often described as having a 'cumbersome system workflow' which 'gets in the way'. This is attributable to a number of things, one of the most important being that the system was not originally designed to be Case Manager-centric; rather than being designed as a decision support system or tool, the system is designed as a data entry system which gives little regard nor import to the ease of use by those who use it day in and day out.

In the spring of 2012, the State Comptroller published a series of audit findings and recommendations with respect to TFACTS, one of which called for the Department to determine "...the best way to achieve the functionality of all system capabilities, as originally represented to management by the vendor..., as soon as practicable, taking into consideration input from staff users concerning problems they are having with the system."

The current list of user "top TFACTS issues" now routinely contains items which primarily represent system usability shortcomings. This particular shortcoming was highlighted in early April 2013 when the **Brian A. Technical Assistance Committee (TAC)** issued its final report on TFACTS to the Federal Court having jurisdiction over the Brian A. litigation. In that report, the TAC published a number of Findings/Recommendations relating to the usability of TFACTS. In issuing them, the TAC went to great lengths to highlight the impact usability is having on DCS Case Managers and the outcomes of their case work -

"... (4) frustration with the cumbersomeness of using the permanency plan module, especially in cases involving sibling groups, and the length and complexity of the printed plan that it creates; and (5) the system not being particularly user friendly in key respects, requiring multiple "mouse clicks" to move through the system, and having some areas in which there is still some fragmentation of information and/or requirement of redundant data entry."

Nowhere is the impact of this type of user interface shortcoming more keenly felt than in the Child Abuse Hotline Call Center ("hotline"). It is within this call center that the child abuse allegation first comes to the attention of DCS. What happens at this point in the reporting and response process is critical to the effectiveness of downstream efforts to address the allegations and respond to them in a timely and effective manner.

In January 2013, a report by a **Customer Focused Government Contact Centers Task Force**

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also called into question the efficacy of the TFACTS user interface...

"...Study the most timely data collection method (i.e. directly into TFACTS or...)" in essence recommending an evaluation of whether (in its current state) TFACTS is the best option for use by hotline staff.

This of course is a highly problematic circumstance since federal constraints require that in fact TFACTS be utilized; the need to enhance TFACTS then is critical so that it can in fact function effectively as the tool for staff in the hotline unit. Failure to do so would threaten the loss of federal funds for the ongoing enhancement and operation of TFACTS, and possibly the initial development costs as well.

System Accessibility Enhancements (TFACTS mobility options)

Finally, the services provided hereunder will enable the deployment of a mobile TFACTS solution for the DCS Child Protective Services (CPS) Case Managers who operate daily in the field providing CPS services to the families and children of Tennesseans.

In the spring of 2012, a key **DCS Internal Assessment** recommended as follows:

"Recommended Action(s):

That OIS review solutions for a mobile TFACTS capability in order to put information and computing capabilities in the hands of the workers at the point of service delivery and not just from their desks."

And in confirmation of this need, in March 2013, in a (State Comptroller recommended) technical assessment of TFACTS, the premier national IT consulting firm **Gartner** made the following recommendation:

"Reduce caseload and increase the number visits ... by providing caseworkers with field devices and eliminate redundant data entry and trips ..." (emphasis added).

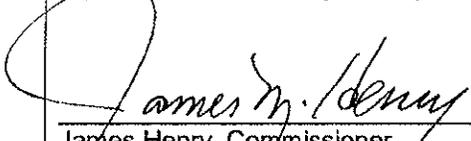
Resource Shortfalls

The shift of the DCS focus from remediation and stabilization to enhancement of TFACTS has become central to the Department's Office of Information Systems (OIS). Moving in a partnership with the business owners of TFACTS, OIS' implementation of a Case Manager-centric workflow, founded upon current user experience design and implementation constructs, is vitally important to DCS.

However, DCS does not have the internal resources, either in number or in skill and experience level, to successfully address the usability and worker-centricity issues with TFACTS in the time frame needed; not just from the perspective of 3rd parties, but from that of the DCS front line Case Manager staff who today spend inordinate amounts of time performing cumbersome data entry that not only slows entry of data, but actually works in many instances to deter and discourage comprehensive and accurate data input. This in turn impedes the production of reports and the development of the data needed for leading edge and effective data analytics. These analytics, largely missing in DCS today, are vital for the development of truly effective program and policy initiatives directed in a targeted manner at several of the problems central to at-risk families and children in Tennessee today – exposure to abuse and neglect, drugs and poor health practices.

Finally, as with the enhancements involving system usability, DCS does not have the internal resources, either in number or in skill and experience level, to successfully address the work involved in preparing TFACTS for proper rendering on a tablet device as part of a mobile

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<p>deployment of the system. In light of the urgency of the need to deploy this capability for DCS Case Managers, use of a third party is critical if we are to meet leadership's desired deployment schedule.</p> <p>* Recent TFACTS assessment reports include but are not limited to the following:</p> <ul style="list-style-type: none"> * Comptroller of the Treasury (Comptroller) * DCS Internal Assessment * Gartner Group's Technical Assessment of TFACTS * Customer Focused Government Contact Centers Task Force, and * Report of the Brian A. Technical Assessment Committee on its Evaluation of TFACTS. 	
<p>15. Name & Address of the Contractor's Principal Owner(s) <i>– NOT required for a TN state education institution</i></p> <p>Compuware One Campus Martius Detroit, MI 38226</p>	
<p>16. Evidence Contractor's Experience & Length Of Experience Providing the Service</p> <p>Compuware has now approaching ten (10) years' experience developing and maintaining the Ohio SACWIS application, and TFACTS, using the OptimalJ Model Driven Architecture (MDA) tool. The Ohio SACWIS is the transfer system that comprises approximately 75% of the DCS TFACTS. In addition, Compuware developed the OptimalJ MDA tool and as a result affords additional expertise above and beyond that available on the Ohio SACWIS project. Compuware has successfully collaborated with the State of Ohio and other vendor partners to deliver over 48 releases to their production SACWIS since the state-wide rollout of the system. Finally, Compuware has significant expertise in J2EE, JEE and the latest lightweight Java frameworks, such as Spring and Hibernate.</p> <p>Compuware is a technology performance leader, successfully developing and optimizing business enterprise systems for the last 40 years. The Compuware team has deep experience and significant architectural insights into how these new and modern technologies can be leveraged by a SACWIS application with architecture like TFACTS.</p> <p>In Tennessee, Compuware has provided technical leadership and expertise to the TFACTS application since early 2012. This assistance has included:</p> <ul style="list-style-type: none"> • OptimalJ Model analysis, • RDMS and DBMS analysis, • TFACTS code analysis and remediation, • TFACTS search engine analysis and remediation, • Proof of concept & vision for TFACTS mobile capability, • TFACTS User Interface optimization and maintenance, as well as • Critical and complex remediation services on the OptimalJ models. <p>At the present time, Compuware provides critical path technical leadership and key resources with the deepest available working knowledge of the complex TFACTS operating source code.</p>	
<p>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</p> <p>Children's Services has made several efforts through the State ITPRO contract vehicle to find the resources needed and described herein but has been unable to do so.</p>	

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<p>18. Justification – <i>specifically explain why non-competitive negotiation is in the best interest of the state</i></p> <p>Compuware Corporation ("Compuware") was chosen in mid-2012 as the vendor to assist DCS in its response to the Comptroller's findings in its March 2012 Audit Report primarily because of its unique expertise and experience as the vendor of the Ohio SACWIS OptimalJ development environment used in the construction of TFACTS. As such, Compuware offers technical resources with unsurpassed familiarity, knowledge and hands on experience with the development environment and the OptimalJ MDA toolset. Compuware uniquely possesses architectural and technical model knowledge of both TFACTS and its system of origin, the State of Ohio SACWIS. The State of Ohio SACWIS knowledge is critical because it was the foundational transfer platform for TFACTS. This foundational knowledge is critical because the vendor which implemented the TFACTS deviated from the Ohio technical structure in a manner which produced many of the systemic issues we currently face with the TFACTS platform. Compuware was selected because it has previously conducted an in-depth review of the current OptimalJ models and code base of TFACTS.</p> <p>Since 2012, Compuware has provided critical contributions to DCS TFACTS technology vision, strategy and planning process, including developing the TFACTS technology road-map. As part of that vision, Compuware, armed with their deep experience with SACWIS, TFACTS, Field Enablement and 10 years of Mobile computing background, successfully developed a mobile technology Proof of Concept, showing that it was possible to present TFACTS properly rendered on a tablet computing device within a short timeframe. This was done as a prelude to a planned exploration of the possibility of providing the more than 2,400 DCS Case Managers who spend their days in the field out amongst the children and families they serve, and do so today without technology support. Their only means of directly accessing TFACTS today remains the computer atop their desk at their office.</p> <p>The urgency to provide critical modifications and enhancement to TFACTS makes the learning curve of any other vendor problematic. By eliminating the need for this learning period through the use of Compuware's services, the overall time planned for TFACTS enhancements to be in the production system will be shortened by months and the overall risk significantly reduced.</p> <p>As a consequence of the work described above, Compuware has the deepest working knowledge and experience of the TFACTS architecture, application code, detailed implementation, and practical experience as it relates to deploying TFACTS on a tablet device. Compuware also has the most intimate knowledge available with respect to the overall challenges and related work required to be performed with respect to improving the usability of TFACTS.</p>	
<p>Agency Head Signature and Date – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</i></p>	
 <hr/> <p>James Henry, Commissioner Tennessee Department Of Children's Services</p>	<p style="text-align: right;">4/25/13</p> <hr/> <p style="text-align: right;">Date</p>



CONTRACT AMENDMENT

Agency Tracking # 35910-10057	Edison ID 30941	Contract # FA1238450	Amendment # 2		
Contractor Legal Entity Name Compuware Corporation			Edison Vendor ID 549		
Amendment Purpose & Effect(s) The amendment will continue TFACTS enhancement.					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: June 30, 2014			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 1,143,000		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2012	58,800.00	58,800.00	2,400.00	0.00	120,000.00
2013	246,605.00	329,480.00	153,915.00	0.00	730,000.00
2014	388,620.00	514,350.00	240,030.00	0.00	1,143,000.00
TOTAL:	\$694,025.00	\$902,630.00	\$396,345.00		1,993,000.
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>OCR USE</i>		
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT TWO
OF CONTRACT FA1238450 (30941)
COMPUWARE CORPORATION**

This Amendment is made and entered by and between the State of Tennessee, Department of Children's Services (DCS), hereinafter referred to as the "State" and Compuware Corporation, 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. Contract section Section A. **SCOPE OF SERVICES** is deleted in its entirety and replaced with the following:

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

- A.2. Background

In March 2013, a series of initiatives within DCS were deemed to be of critical value to the enhancement of both TFACTS and its Data Warehouse. The enhancements included such priority items as expanded data analysis capabilities, improved reporting functionality, the delivery of initial mobile computing capabilities to DCS case workers in the field, and the development of enhancements aimed at improving the overall end user TFACTS experience ("UX"), beginning with the Child Abuse Hotline unit within DCS.

The goals of these initiatives are considered of significant importance to key external constituencies and third parties, including the Office of the Governor, the Annie E. Casey Foundation, the Gartner Consulting Group and the Technical Advisory Committee advising the federal court judge who has responsibility for overseeing the Brian A. litigation (and related Settlement Agreement).

- A.3. The Contractor will, in addition to continuing to provide technical consulting services for the Fiscal/Financial System Remediation, do the following:
 - a. Provide a Technical Team of resources to include, potentially and at a minimum, the staff types listed below. The actual makeup of the resources being utilized will vary from time to time, depending upon the specific nature of the technical services being provided:
 1. OptimalJ Architect – Technical Program resource with over six (6) years' experience with OptimalJ and a Statewide Automated Child Welfare Information System (SACWIS) development and/or maintenance support. This OptimalJ Architect must be an expert in OptimalJ pattern authoring, Java 2 platform, Enterprise Edition (J2EE) technologies and the Oracle Data Base Management System (DBMS);
 2. OptimalJ Modeler – Senior Java Architect expert in OptimalJ modeling and having over four (4) years' experience with the OptimalJ tool and SACWIS development and/or maintenance support;
 3. Senior Java Developer –Java developer with over two (2) years' experience with a SACWIS development and/or maintenance support; Develops, implements, and maintains Java based components and interfaces. Gathers

and documents user requirements, analyzes data and conducts unit and quality assurance testing. Communicates with management team and end-users to ensure that the scripting language addresses user and business requirements.

4. Mid-Level Java Developer – Develops, implements, and maintains Java based components and interfaces. Gathers and documents user requirements, analyzes data and conducts unit and quality assurance testing. Communicates with management team and end-users to ensure that the scripting language addresses user and business requirements.
5. User Interface Developer – Technical resource with over three (3) years' experience with CSS and HTML development, with at least two years of development for mobile platform.
6. Technical Program Manager – Act as lead to coordinate resources between the Contractor and DCS, provide program level materials (status reports, executive/management reports) as required and to interface with DCS regarding project schedules, project plans, deliverables, requirements and expectations.
7. Senior Business Analyst – Senior business analyst with over five (5) years' experience leading and facilitating complicated requirements gathering and analysis in a Joint Application Development (JAD) format. Individual must be highly skilled in effectively leveraging Subject Matter Experts (SMEs), efficient JAD session facilitation and the use of diagramming techniques.
8. Quality Assurance Analyst - Understand project requirements; Create / modify test conditions / scenarios, test cases as per the scope; Create / modify and maintain test data; Log and track defects to closure; Carry out impact analysis on AUT based on the defect fix; Design and execute regression testing accordingly; Update and maintain test results.
9. Quality Assurance Lead - Requirements gathering and analysis; Defining and adhering to testing process and methodology; Project sizing and effort estimation process; Prepare test plan and test strategy; Ability to simultaneously lead multiple testing projects of different nature; Capture, analyze QA metrics; Assign task to testing resources and ensure that all of them have sufficient work in the project; Ensure content and structure of all Testing documents / artifacts is documented and maintained; Review test conditions, test cases and test scripts; Organize status meetings and send status reports; Prepares / updates the metrics dashboard at the end of a phase or at the completion of the project.
10. Functional Test Automation Engineer - Understand project requirements; Experience in test automation tools like QTP, Selenium, RFT, etc.; Review test cases / steps; Identify test cases / steps suitable for automation; Create / modify test scripts; Execute test scripts; Log and track defects to closure; Carryout impact analysis on AUT based on the defect fix. Design and execute regression testing accordingly; Update and maintain test results.
11. Functional Test Automation Lead - Lead multiple test automation projects; Test automation requirements gathering and analysis, test environment setup and management; Ability to define the scope and efforts for automation; Experience in creating test automation design and framework; Propose, deploy, execute

and test automation services for multiple projects; Knowledge and experience in usage of tools like HP QTP, RFT, etc.; Experience in developing test harness; Familiarity with Continuous Integration; Collaboration with stakeholders in presenting test results and getting their sign-off.

12. Continuous Integration Specialist – Provide technical expertise and mentoring to aid DCS in the deployment of the Continuous Integration (CI) implementation, which was developed as part of a prior SOW. Provide technical direction and further customization of the CI implementation based on final DCS reviews and testing.
13. Technology Performance Engineer - Responsible for engineering performance across all of IT in terms of technology and processes. Implement an end-to-end view of performance starting with the end-user experience and down through all layers of the application delivery chain. The primary focus is to build such technology and processes throughout the system development lifecycle keeping performance and its related non-functional requirements at the forefront of the minds of all application developers as well as IT (network, system, DB, and storage) engineers.
14. Performance Test Lead - Ability to lead a set of Performance testing projects; Design analysis for performance, capacity planning of proposed architecture; Experience in estimating efforts; Performance requirements gathering and analysis, test environment setup and management; Propose, deploy, execute and performance services for multiple projects; Knowledge and experience in usage of tools like HP Performance Center, dynaTrace, Gomez, Diagnostics / Path Finder, etc.; Collaboration with stakeholders in presenting the performance test results and getting their sign-off.
15. Performance Test Engineer – Knowledge of data structures, basics of system performance, networks and database systems; Ability to design test scripts and real-time workload simulation; Monitoring framework and designing monitoring scripts as required; Strong working experience in performance test automation tools like LoadRunner, RPT, etc.; Usage of Windows PerfMon, iostat, netstat, etc.; Creating and maintaining test data per the performance test requirements; Creating interim performance test observation report and detailed analysis report.
16. Mid-Level App/Infrastructure Architect - Designs and executes Infrastructure solutions across Data Center Projects. Directs and supervises Infrastructure Engineers and Specialists as required. May also focus on the portion of the solution architecture that relates to the analysis and design of applications, and is responsible for determining the core set of leverageable design artifacts that will effectively guide subsequent application construction efforts. Defines and communicates the "big picture" in terms of the overall integration solution (both functional and technical components).
17. Mid-Level Network/Infrastructure Engineer - Analyzes, designs, installs, configures, maintains and repairs network infrastructure and application components. Performs a wide variety of evaluation, maintenance, installation and training tasks to ensure the computer network performance meets company and user satisfaction. Provides direction, information, and recommendations regarding network configurations and installations.

18. Mid-Level Configuration Manager – Experienced with change, release, problem, incident and SLA management processes and in developing system architecture diagrams. Confers with systems analysts, engineers, programmers and others to design system and to obtain information on project limitations and capabilities, performance requirements and interfaces. Develops and directs software system testing and validation procedures, programming, and documentation. Determines system performance standards.
19. Mid-Level User Interface Designer – Responsible for high-quality designs, graphics, mock-ups and layouts for both new and existing UIs. Creates intuitive interfaces and interaction layers using best practices and available tools to augment the user experience. Defines, models, designs and codes intuitive, functional, and well-designed application interfaces. Participates in all stages of interface development life-cycle from initial concept, gathering requirements, and conducting stakeholder interviews, development, testing and deployment. Works in a collaborative team environment.
20. Senior Training Manager – Oversees the creation, management and execution of training, learning and development programs in the organization. Designs, plans and delivers training programs and also oversees the changes in the curriculum, making sure that training materials together with instructional methods are not only current but also effective. Ensures the successful integration of training and development programs so that employees can competently meet the business needs of the organization. Takes a supervisory position in the training and development section of the organization.
21. Mid-Level Training Specialist – Interacts with business users and conducts training sessions on all application facets for personnel. The trainer also monitors and measures the effectiveness of training policies, monitors training cost and provides management with regular updates on training schedules. Must be an excellent communicator, ably conveying important information about jobs. May also produce training manuals to help workers adjust to their new duties and demonstrate how various jobs should be performed.
22. Senior Documentation Specialist – Writes about both hardware and software, creates and contributes to project documentation, such as requirements specifications, use cases, test cases, installation guides, configuration and reference guides, and troubleshooting and maintenance documentation. Creates and maintains high quality, highly usable customer information products, generates information in the absence of engineering specifications or other product-requirement document. Participates in documentation process improvements, including customer satisfaction and usability improvements.
23. Senior Project Manager – Accomplishes project objectives by planning, executing and evaluating projects according to timelines and budgets. Builds and manages project teams, reporting to the project sponsor and ensuring quality control through the project life cycle. Manages project development from initiation to closure. Accountable for project results along with project sponsor. Communicates expectations to team members and stakeholders. Tracks and reports on project milestones and provides status reports. Resolves issues and manages project scope. Five (5) or more years of experience as a project manager.

24. Mid-Level Business Analyst – Reviews and edits requirements, specifications, business processes and recommendations related to proposed solution. Develops functional specifications and system design specifications for client engagements, experience with Requirements Management tools. Demonstrates experience in completing requirements deliverables, including but not limited to Goal Models, BRDs, and Traceability Matrix. Participates in JAD Sessions.
25. Senior Database Administrator – Researches the latest developments in the database management field, including software and hardware, as well as the costs to implement them, Recommends appropriate database software for new application systems. Supervises the design and maintenance of database structures. Plans and coordinates migration to new data management systems. Assists in the implementation and maintenance of databases, including database dictionaries and system integration through database design. Develops policies and procedures to ensure the integrity of the database environment. Performs database performance modeling and implement efficiency improvements. Plans, maintains, and ensures database organization, standards, naming conventions and security. Maintains database software and performs necessary upgrades. Supports and maintains application modules and backup procedures. Documents the database environment, including procedures to save and recover databases from hardware and software failures.
26. Mid-Level Database Developer – Collects data, analyzes the collected information, designs algorithms, draws flowcharts and then implements code for the logic developed through algorithms and flowcharts. Designs relational database models and tests the developed code with test data to make sure the code is error free. Develops appropriate queries that retrieves data from the database, looks into the security issues of the data and develops structures, procedures and triggers. Prepares, maintains, documents and reports on the entire development life cycle.
27. Mid-Level BI/DM Analyst – Maintains or updates business intelligence tools, databases, dashboards, systems, or methods. Manages timely flow of business intelligence information to users. Conducts or coordinates tests to ensure that intelligence is consistent with defined needs. Disseminates information regarding tools, reports, or metadata enhancements.
28. Mid-Level BI/DM Developer - Creates a reporting environment (data mart and reports) to support management and implementation teams. Analyzes and documents reporting requirements. Designs and implements data mart to provide an integrated view over the business management system including the development of automated processes to populate the DM. Documents the BI solution according to SDLC standards to ensure easy handover and support.
29. Senior SACWIS Subject Matter Expert - Act as a consultative lead in the design of enhancements to the financial modules of TFACTS. This individual preferably has a minimum of four (4) years of fiscal/financial specific experience in SACWIS.
30. Quality Assurance Manager - Estimate and obtain management support for time, resources and budget required to perform the testing; Experience in defining and governing QA process at either enterprise or at business level;

Define test strategy and test plan; Experience in estimation models; Ability to lead multiple test project streams with a mix of profiles (manual, automation and performance); Identify training requirements and coordinate with the concerned to organize training sessions; Coordinate with infrastructure team to arrange necessary test environment; Develop the test plan for the tasks, dependencies and participants required to mitigate the risks to system quality and obtain stakeholder support / approval for the plan; Document, implement, monitor, and enforce all processes for testing as per standards defined by the organization; Keep track of the new requirements / change in the requirements of the Project; Escalate the issues about project requirements; Act as the single point of contact between the testing team and other stakeholders; Ensure the timely delivery of different testing milestones; Define QA metrics. Analyze and recommend corrective / preventive action.

b. The Contractor's Technical Team will provide the services described below as they related generally to one of the following areas of focus:

- TFACTS Fiscal Functionality
- DCSMobile
- TFACTS Training
- Child Abuse Hotline Priority Enhancements
- T.E.E.M./T.M.A.X. Initiatives
- DCS TFACTS Environments/Infrastructure
- OptimalJ

1. With respect to **TFACTS Fiscal Functionality**:

- a. Actively participate in the development of well-defined requirements for the remediation of the overall fiscal functionality within TFACTS. Actively participate in the collection and elaboration of business and technical requirements for the fiscal module remediation. Provide active feedback with respect to completeness, quality, and manageability.
- b. Actively participate in the functional and technical design activities based upon the requirements generated in (1.a.) above, developing robust and well considered designs (both functional and technical). This will include agile development oriented documentation, including user stories and scripted developer tests as appropriate.

Deliverable: In partnership with the DCS Office of Information Systems (OIS) Solutions Team, co-develop functional and technical specifications, referencing as appropriate the current OIS Use Case and Use Case Realization artifacts. Where appropriate, co-develop agile development documentation in partnership with OIS development team members.

- c. Co-lead in a cooperative manner the development team assigned to implement the technical design generated in (1.b.) above, and to do so through the process of introducing an assigned OIS Solution Team to the practical environment surrounding and supporting the implementation and utilization of agile development practices.

Deliverable: The joint (Contractor and OIS) team will deploy tested code, successfully implementing the functionality specified in (1.b.) above.

- d. Review current TFACTS database structure, data migration activities, scripts and other necessary items as they are relevant to the services which are the subject of this contract.
2. With respect to the **DCSMobile** Initiative:
- a. Actively participate in the development of well-defined requirements for its implementation of the **DCSMobile** POC.

Deliverable: A written requirements document consistent with the applied development methodology describing the functional/business requirements for the POC in a manner which permits the Contractor to effectively implement the software solution, and DCS staff to develop effective User Acceptance Test scripts.
 - b. Actively lead in the development of well-defined operational outcome and success criteria, as part of the implementation of the **DCSMobile** POC.
 - c. Lead a Technical Design team in developing robust and well-considered technical design as needed based upon the requirements generated in (2.a) above.

Deliverable: As appropriate, new or modified DCS approved technical design documents which contain implementable technical specifications, referencing as appropriate the current DCS Use Case and Use Case Realization artifacts, as well as documented Unit Test scripts which support validation of the intended tablet functionality;
 - d. Develop and implement the technical design generated in (2), and to do so through the process of introducing an assigned DCS OIS Solution Team to the practical environment surrounding and supporting the implementation and utilization of agile development practices. Successfully deliver knowledge transfer to embedded DCS development staff. Embedded staff members are to be mutually agreed upon by Contractor and DCS.

(1) Deliverable: The deliverable will be tested and deployed system changes (Tiles templates, style sheets, and/or code, etc.) successfully implementing the functionality specified in (2.a. and 2.c.) above. This may be further described generally as a fully functioning and properly rendered TFACTS application in the TFACTS Production environment, accessible via an iPad (non-native) by DCS staff and which supports execution of normal TFACTS functionality (i.e., as current desktop and notebook users of TFACTS)

(2) Deliverable: Successfully deliver knowledge transfer to embedded DCS development staff. Embedded staff members are to be mutually agreed upon by Contractor and DCS, and
 - e. Review and validate the Master Project Plan developed by DCS for the management of the **DCSMobile** activities which are in part the subject of this contract.

3. With respect to the **TFACTS User Training Initiative:**

- a. Provide analysis of the current and planned curriculum and materials, including the following:
 - i. Review the approach, structure and content of the TFACTS training material, and
 - ii. Review the approach, structure and content of the TFACTS user support documentation

Deliverable: Provide written observations, conclusions and recommendations as a result of the analysis performed in 3.a. above.

- b. Assist in the development and implementation of a plan to update the TFACTS on-line help content (Robo-Help)
- c. Provide Robo-Help resources to support the development/authorship of content for training, user guides and on-line help
- d. Create style guides for TFACTS documentation, including user storyboards; TFACTS release notes and general user guides.

Deliverable: Successfully deliver with respect to the use of the Robo-Help software, knowledge transfer to embedded DCS development staff. Embedded staff members are to be mutually agreed upon by Contractor and DCS. Style guides for TFACTS user documentation. Updated storyboards (70+), release notes and user guides which conform to the standards documented in the style guides.

4. With respect to **DCS Child Abuse Hotline High Priority Enhancements:**

- a. Lead a joint Contractor-DCS team in the creation of an Impact Analysis Document (IAD) of extending the Central Intake UX enhancements to the rest of the TFACTS. Create a document describing the analysis conducted, the nature of the changes to be made, the method used to evaluate the impact of the changes to other parts of the TFACTS system (including database and reports impacts) and the results thereof, including a matrix showing existing DCS documentation related to all screens being modified and highlighting effected components thereof, training and support changes required, and any recommended future changes to be considered.

Deliverables: An updated UX style guide, a document capturing the impact analysis of the UX changes and documentation of the IAD sessions as described above.

- b. Create, based upon input from DCS, Compuware's UI analysis and recommendations presented to DCS in March 2013 and the IAD described in (4.a.) above, user stories in an agreed upon format documenting improvements to the following TFACTS screens:
 - Basic Tab
 - Referent Tab
 - Allegation Tab
 - Priority Tab

- Participant Tab
- General Tab
- Demographics Tab
- Address/Contact Tab
- Tracking Tab
- Decision Tab
- Reconsideration Tab
- Assignment Tab
- Intake - CPS Workload
- Intake - Other Intake Workload

Deliverable: written user stories as described above.

- c. Lead a Technical Design team in developing robust and well-considered technical design as needed based upon the user stories generated in (4.b.) above.

Deliverable: As appropriate, new or modified DCS approved technical design documents which contain implementable technical specifications, referencing as appropriate the current DCS Use Case and Use Case Realization artifacts, as well as documented Unit Test scripts which support validation of the intended tablet functionality.

- d. For each user story in (4.b.) above, all necessary software code creation, modification, unit testing, etc.
- e. Support a DCS User Acceptance Test of all modified screens and related TFACTS software code, including any database or reporting impacts.

Deliverable: A joint (Contractor and OIS) team will conduct a DCS approved User Acceptance Test, providing written test documentation and results thereof to OIS Director of Application Management for approval prior to the changes being placed into Production.

- f. Upon a successful User Acceptance Test, implement high priority changes to TFACTS Child Abuse Hotline Module screens as described in the user stories created in (4.b.) above, including changes to the following screens:

- Basic Tab
- Referent Tab
- Allegation Tab
- Priority Tab
- Participant Tab
- General Tab
- Demographics Tab
- Address/Contact Tab
- Tracking Tab
- Decision Tab
- Reconsideration Tab
- Assignment Tab
- Intake - CPS Workload
- Intake - Other Intake Workload

(1) Deliverable: A joint (Contractor and OIS) team will deploy successfully tested code, implementing the functionality specified in (4.b.) above. DCS will be responsible for deployment to the Production environment.

(2) Deliverable: Successfully deliver knowledge transfer to embedded DCS development staff. Embedded staff members are to be mutually agreed upon by Contractor and DCS.

(3) Deliverable: Electronic copies of all information/materials gathered and/or created during the assessment of Child Abuse Hotline activities, including all raw data and any written analysis thereof developed by Contractor, DCS approved user stories, DCS approved testing documentation showing results of all tests, and the IAD described in (4.c.) above.

- g. Review and validate the Master Project Plan developed by OIS for the management of the DCS Child Abuse Hotline High Priority Enhancements activities which are the subject of this contract.

5. With respect to TEEM/TMAX, **TFACTS Customized Workflows and Upgraded User Interface/Experience (UX) Support:**

- a. Collaborate with OIS and DCS Program Staff (including other third parties with whom DCS may be engaged) to analyze opportunities to design, develop and implement integrated customized workflow modules that would serve as both an extension and enhancement to the existing TFACTS infrastructure. Of particular focus would be a UX which is highly functional, worker centric, intuitive and which lends itself to efficient use by DCS Case Managers.

Deliverable: In concert with DCS staff, a written description of opportunities for integration as described above, including a high-level impact analysis focusing on potential:

- return on investment levels
- impact on other parts of the TFACTS application, reports, database and data model
- risks
- level of effort (expressed in terms of time-boxed development)
- Extensions/Enhancements to the TFACTS application (through integration or otherwise), and
- Training and user support impacts if known

This deliverable shall be kept updated as on-going discussion of potential customized workflows and/or TEEM/TMAX is expected to be occurring for the duration of this contract.

- b. For any potential custom workflow selected for implementation, lead a joint Contractor-DCS team Staff (including other third parties with whom DCS may be engaged) in the creation of an Impact Analysis Document (IAD) describing the analysis conducted, the nature of the changes to be made as a result of that analysis, the method used to evaluate the impact of the changes to other parts of the TFACTS system (including reports, database and data model impacts) and the results thereof, including a matrix showing existing DCS documentation related to all screens being modified

and highlighting effected components thereof, training and support changes required, and any recommended future changes to be considered.

Deliverable: a written IAD as described above and a high level overview presentation to be delivered to the OIS senior management team.

- c. For any potential custom workflow selected for implementation, lead a joint Contractor – DCS team to create user stories in an agreed upon format documenting the design, features and functionality, etc. of the workflow. Documented also will be changes and or new functionality, features, etc. associated with TFACTS reports, database and/or data model.

Deliverable: Written user stories as described above.

- d. Lead a Technical Design team in developing robust and well-considered technical design as needed based upon the requirements generated in (4.c.) above.

Deliverable: As appropriate, new or modified DCS approved technical design documents which contain implementable technical specifications, referencing as appropriate the current DCS Use Case and Use Case Realization artifacts, as well as documented Unit Test scripts which support validation of the intended customized workflow/UX functionality.

- e. For each user story in (4.b.) above, all necessary software code creation, modification, unit testing, etc.
- f. For any potential custom workflow selected for implementation support a DCS User Acceptance Test of all modified screens and related software code, including any database or reporting impacts.

Deliverable: A joint (Contractor and OIS) team will conduct a DCS approved User Acceptance Test, providing written test documentation and results thereof to OIS Director of Application Management for approval prior to the changes being placed into Production.

- g. Upon a successful User Acceptance Test, implement changes associated with the custom work flow selected for implementation, as described in the user stories created in 5.c. above.

(1) Deliverable: A joint (Contractor and OIS) team will deploy successfully tested code, implementing the functionality specified in (5.c.) above. DCS will be responsible for deployment to the Production environment.

(2) Deliverable: Electronic copies of all information/materials gathered and/or created during the evaluation, analysis, development and/or implementation of the selected custom workflow, including all raw data and any written analysis thereof developed by Contractor, DCS approved user stories, DCS approved testing documentation showing results of all tests, and the IAD described in (5.b.) above.

- h. As requested and in conjunction with OIS technical staff, domain specialists and other third parties as may be engaged with DCS at the

time, conduct a targeted review of the TFACTS data model (and code, as needed), focused on the custom workflow selected for implementation.

(1) Deliverable: Identification of any data-oriented issue(s) that may be or are known to be associated with the customized workflow to be implemented.

(2) Deliverable: Successfully deliver knowledge transfer to embedded DCS development staff. Embedded staff members are to be mutually agreed upon by Contractor and DCS.

- i. Review and validate the Master Project Plan developed by OIS for the management of all customized TFACTS workflows associated with TEEM/TMAX activities which are in part the subject of this contract.

6. With respect to **DCS TFACTS Environments/Infrastructure:**

- a. Perform a detailed analysis of the complete suite of TFACTS environments, including all hardware and software contained therein. This will include exploration of components which are part of the OIR sphere of responsibility. This will further include to the extent practical a high level overview of any component provided by a non-governmental organization (e.g., network or other transport provided by a private telecommunications provider).

(1) Deliverable: A series of documents, detailing in both graphical and textual manner as appropriate, the components, construction and operation of each TFACTS environment. All hardware and software are to be included. Each component should be described, its purpose noted, and its interaction with other components discussed. Diagrams will depict interactions with OIS environment components, including those with OIR. In the case of components within the OIR realm, but which are used by OIS in implementing, maintaining and enhancing TFACTS, the document shall detail to the best extent possible (in conjunction with OIR staff as available) the role or purpose and configuration thereof.

(2) Deliverable: A set of recommendations as appropriate, based upon the discovery and analysis performed under (6.a.) above, on ways in which the TFACTS environments can be standardized, enhanced, managed more effectively, etc. Of particular importance will be recommendations regarding operational processes, procedures and documentation with respect those environments.

(3) Deliverable: A set of workflow process diagrams showing the migration of TFACTS software work product (i.e., source code) as it moves through the TFACTS environments (the SDLC).

(4) Deliverable: A process diagram showing the maintenance cycle of each TFACTS environment, including a chronological event line, an organization and role responsibility indication, and a list of any documentation discovered which pertains to the environment and the maintenance thereof. To the extent documentation is absent, the Contractor shall recommend the policy, process and procedure sets it believes would be of value to OIS to development and implement.

(5) Deliverable: Successfully deliver knowledge transfer to embedded DCS development staff. Embedded staff members are to be mutually agreed upon by Contractor and DCS.

7. With respect to **OptimaiJ**:

- a. Propose and implement a Proof of Concept (POC) on the recommended OptimaiJ exit approach.

(1) Deliverable: Successfully deliver a completed POC on the recommended OptimaiJ exit strategy.

(2) Deliverable: Successfully deliver knowledge transfer to embedded DCS development staff. Embedded staff members are to be mutually agreed upon by Contractor and DCS.

A.4. The Contractor's consulting services may be performed remotely.

- a. The use of conference calls/webex's, etc., is encouraged to reduce any travel costs, and,
- b. The State will provide remote access to the appropriate TFACTS environments.

A.5. The Contractor may be required to travel monthly to the client site for appropriate program reviews.

2. Contract Section **B.1** is deleted in its entirety and replaced with the following:

- B.1. This Contract shall be effective for the period beginning May 1, 2012, and ending on June 30, 2014. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

3. 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 of the State under this Contract exceed one million nine hundred ninety three thousand dollars (\$1,993,000.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment 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 any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability 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. In which case, the Contractor shall be paid in accordance with the payment 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. Contract Section C.3. Payment Methodology is deleted in its entirety and replaced with the following:

C.3. Payment Methodology. The Contractor shall be compensated based on the payment 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.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable Increment)
OptimalJ Architect	\$150.00 per hour
Technical Program Manager	\$140.00 per hour
Senior Java Developer	\$100.00 per hour
Mid-Level Java Developer	\$90.00 per hour
User Interface Developer	\$120.00 per hour
OptimalJ Modeler	\$120.00 per hour
Senior Business Analyst	\$110.00 per hour
Quality Assurance Manager	\$110.00 per hour
Quality Assurance Analyst	\$90.00 per hour
Quality Assurance Lead	\$100.00 per hour
Continuous Integration Specialist	\$120.00 per hour
Performance Test Engineer	\$110.00 per hour
Technology Performance Engineer	\$150.00 per hour
Performance Test Lead	\$120.00 per hour
Functional Test Automation Engineer	\$95.00 per hour
Functional Test Automation Lead	\$110.00 per hour
Mid-Level App/infrastructure Architect	\$120.00 per hour
Mid-Level Network/Infrastructure Engineer	\$85.00 per hour
Mid-Level Configuration Manager	\$110.00 per hour
Mid-Level User Interface Design	\$90.00 per hour
Senior Training Manager	\$110.00 per hour
Mid-Level Training Specialist	\$80.00 per hour
Senior Documentation Specialist	\$90.00 per hour
Senior Project Manager	\$125.00 per hour
Mid-Level Business Analyst	\$90.00 per hour

Senior Database Administrator	\$120.00 per hour
Mid-Level Database Developer	\$100.00 per hour
Mid-Level BI/DM Analyst	\$95.00 per hour
Mid-Level BI/DM Developer	\$100.00 per hour
Senior SACWIS Subject Matter Expert	\$140.00 per hour

C. The Contractor shall not be compensated for travel time to the primary location of service provision.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective July 1, 2013. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

COMPUWARE CORPORATION:

FAI VITALI, SERVICES VICE PRESIDENT, SOUTHEAST

DATE

DEPARTMENT OF CHILDREN'S SERVICES:

JAMES HENRY, COMMISSIONER

DATE



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North – 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Sen. Bill Ketron, Chairman

Senators

Douglas Henry Reginald Tate
Brian Kelsey Ken Yager
Eric Stewart
Randy McNally, *ex officio*
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Representatives

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Charles Curtiss Curry Todd
Johnny Shaw Mark White
Charles Sargent, *ex officio*
Speaker Beth Harwell, *ex officio*

M E M O R A N D U M

TO: Jessica Robertson, Chief Procurement Officer
Department of General Services

FROM: Senator Bill Ketron, Chairman *BK*
Representative Curtis Johnson, Vice-Chairman *CJ*

DATE: November 27, 2012

SUBJECT: **Contract Comments**
(Fiscal Review Committee Meeting 11/26/12)

RFS# 359.10-10057 (Edison # 30941)

Department: Children’s Services

Vendor: Compuware Corporation

Summary: The vendor is responsible for the technical consulting services relative to the Department’s Tennessee Family and Child Tracking System (TFACTS) and the resolution of functional deficiencies cited by the Comptroller of the Treasury in its March 2012 report. The proposed amendment revises the scope of services; extends the current contract an additional six months; and increases the maximum liability by \$610,000.

Current maximum liability: \$240,000

Proposed maximum liability: \$850,000

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.

cc: The Honorable Kathryn O’Day, Commissioner



STATE OF TENNESSEE

DEPARTMENT OF CHILDREN'S SERVICES

Bill Haslam
Governor

Kathryn R. O'Day
Commissioner

Cordell Hull Building, 7th Floor
436 6th Avenue North
Nashville, Tennessee 37243

MEMORANDUM

To: Leni Chick, Contract and Auditor Coordinator

From: Suzanne G. White, Director
Contracts Management 

Date: October 18, 2012

Subject: Compuware Corporation

Attached find accompaniments to this summary memo the various supporting material necessary to review the amendment to the Non-Competitive request for technical consulting services with Compuware Corporation. The initial term of the contract was effective May 1, 2012 through December 31, 2012 in the amount of \$240,000.00. The amendment seeks to extend the contract from May 1, 2012 through June 30, 2013 in the amount of \$850,000.00

Compuware provides technical assistance to the TFACTS system which is an integral part of the departments' fiscal system. The amendment permits Compuware to continue identifying deficiencies and making necessary adjustments to TFACTS.

The request for the non-competitive service was submitted within the sixty (60) day timeframe.



Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Suzanne G. White	*Contact Phone:	615-741-0581
*Original Contract Number:	30941	*Original RFS Number:	35910-10057
Edison Contract Number: (if applicable)	30941	Edison RFS Number: (if applicable)	N/A
*Original Contract Begin Date:	5/01/2012	*Current End Date:	12/31/2012
Current Request Amendment Number: (if applicable)	1 (one)		
Proposed Amendment Effective Date: (if applicable)	1/1/2013		
*Department Submitting:	Department of Children's Services		
*Division:	Contracts Management		
*Date Submitted:	10/18/2012		
*Submitted Within Sixty (60) days:	Yes		
If not, explain:			
*Contract Vendor Name:	Compuware Corporation		
*Current Maximum Liability:	\$240,000.00		
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>			
FY:2012	FY:2013	FY:	FY:
\$120,000.00	\$120,000.00	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>			
FY:2012	FY:2013	FY:	FY:
\$	\$189,562.80	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:		N/A	
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		N/A	
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		N/A	
*Contract Funding	State:	\$117,600.00	Federal: \$117,600.00

Supplemental Documentation Required for
Fiscal Review Committee

Source/Amount:			
Interdepartmental:	\$4,800.00	Other:	
If "other" please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
Method of Original Award: <i>(if applicable)</i>		Non competitive request	
*What were the projected costs of the service for the entire term of the contract prior to contract award?		\$240,000.00	

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:2012	FY:2013	FY:	FY:	FY:
Provision of technical consulting services	\$120,000.00	\$730,000.00			

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:

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:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:



OIR Pre-Approval Endorsement Request E-Mail Transmittal

TO : Jane Chittenden, OIR Procurement & Contract Management Director
Department of Finance & Administration
E-mail : Jane.Chittenden@tn.gov

FROM : Lisa Love
E-mail : Lisa.Love@tn.gov

DATE : October 2, 2012

RE : Request for OIR Pre-Approval Endorsement

Applicable RFS # 35910-10057

OIR Endorsement Signature & Date:

Mark Bergel (gc)
Chief Information Officer

10/10/12

NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.

Office for Information Resources (OIR) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached documents.

Please document OIR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	Department of Children's Services (DCS)
Agency Contact (name, phone, e-mail)	Lisa Love, 615-532-2255, Lisa.Love@tn.gov
Subject Procurement Document (mark one)	
<input type="checkbox"/> RFP	<input type="checkbox"/> Contract
<input type="checkbox"/> Competitive Negotiation Request	<input type="checkbox"/> Contract Amendment
<input type="checkbox"/> Alternative Procurement Method Request	<input type="checkbox"/> Grant
<input type="checkbox"/> Non-Competitive Contract Request	<input type="checkbox"/> Grant Amendment
<input checked="" type="checkbox"/> Non-Competitive Amendment Request	
Information Systems Plan (ISP) Project Applicability	
<input type="checkbox"/> Not Applicable to this Request	
<input checked="" type="checkbox"/> Applicable— ISP Project#	
Response Confirmed by IT Director/Staff (name): Cynthia Wampler	

Applicable RFS # 35910-10057
Required Attachments (as applicable – copies without signatures acceptable) <ul style="list-style-type: none"><input checked="" type="checkbox"/> RFP, Competitive Negotiation Request, Alternative Procurement Method Request, Non-Competitive Contract Request, Non-Competitive Amendment Request<input checked="" type="checkbox"/> Original Contract/Grant or Amendment<input checked="" type="checkbox"/> Proposed Contract/Grant or Amendment
Subject Information Technology Service Description (Brief summary of information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract & solicitation sections related to the IT services.) Technical Consulting Services: Comptroller Audit Response TFACTS Fiscal Remediation and Mobile POC assistance.

Non-Competitive Amendment Request

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: AgSprs.Agsprs@state.tn.us

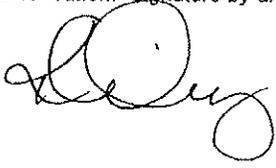
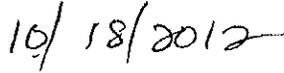
APPROVED

COMMISSIONER OF FINANCE & ADMINISTRATION

Request Tracking #	35910-10057	
1. Procuring Agency	Department of Children's Services (DCS)	
2. Contractor	Compuware Corporation	
3. Contract #	FA1238450	
4. Proposed Amendment #	One	
5. Edison ID #	30941	
6. Contract Begin Date	May 1, 2012	
7. Current Contract End Date – with ALL options to extend exercised	December 31, 2012	
8. Proposed Contract End Date – with ALL options to extend exercised	June 30, 2013	
9. Current Maximum Contract Cost – with ALL options to extend exercised	\$ 240,000.00	
10. Proposed Maximum Contract Cost – with ALL options to extend exercised	\$ 850,000.00	
11. Office for Information Resources Endorsement – information technology service (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
12. eHealth Initiative Support – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Human Resources Support – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
14. Explanation Need for the Proposed Amendment		
<p>In response to findings in both a State Comptroller's office audit report, and a Department of Children's Services (DCS) Internal TFACTS Assessment, the Department's Office of Information Services (OIS) has been engaged in a series of initiatives aimed at remediating deficient functionality within the DCS enterprise TFACTS application.</p> <p>The Comptroller's findings covered a broad spectrum of operations, while focusing on the critical TFACTS functional deficiencies as detailed below:</p>		

Request Tracking #	35910-10057
<p>1. Financial reporting is not readily available. Ad hoc reporting through complex queries as a workaround is not practical unless the financial functions are corrected and completed;</p> <p>2. Financial management staff did not participate in the business process reengineering efforts used to develop the financial component of the system, thus resulting in the system's inability to make payment adjustments to correct errors in payments due to incorrect placements and changes in a child's eligibility;</p> <p>3. Dynamics Research Corporation (DRC), the vendor planned to utilize the Optimail software application to coordinate the programming of the system. Unfortunately, the software was discontinued shortly after implementation. This was a crucial, long-term decision since the software provides tools that allow the programmers to accurately link parts of the program together to execute commands consistently throughout the system. The TFACTS Steering Committee made the decision to move forward with the project with the knowledge that the software would not be used.</p> <p>The Department's own internal assessment found the following:</p> <ol style="list-style-type: none"> 1. Inadequate requirements definitions during the planning phase particularly with Financial Management. This caused significant deficiencies in needed functionality; 2. The inability of staff to reverse or make placement corrections in TFACTS; 3. Need greater data synchronization with Edison; 4. Retro-Adjustments of payments; 5. Rounding of funding dollars incorrect; 6. Change reimbursement basis from disbursement date to the warrant date; 7. Disassociate funding mix from service-level; and, 8. Create funding mix table in order to update all services collectively when the rate changes instead of one service at a time. <p>The deliverables Compuware will be responsible for providing are detailed below:</p> <ul style="list-style-type: none"> • Actively participate in the development of well-defined requirements for the remediation of the overall fiscal functionality within TFACTS. The Contractor's Technical Team will participate in the collection and elaboration of business and technical requirements for the fiscal module remediation. The team will provide active feedback with respect to completeness, quality, and manageability. The deliverable will be a written requirements document consistent with the applied development methodology describing the functional/business requirements for the POC in a manner that permits the Contractor to implement effectively the software solution, and DCS staff to develop effective User Acceptance Test scripts; • Actively participate in the technical design, developing robust and well-considered designs (both functional and technical) based upon the requirements generated in (1) above (to include agile development oriented documents including user stories and scripted developer tests). The Contractor's Technical Team and DCS OIS Solutions Team will co-develop functional and technical specifications, referencing as appropriate the current DCS Use Case and Use Case Realization artifacts. The deliverable will be (as appropriate) new or modified DCS approved technical design documents which contain implementable technical specifications, referencing as appropriate the current DCS Use Case and Use Case Realization artifacts, as well as documented Unit Test scripts which support validation of the intended Fiscal functionality; • Co-lead in a cooperative manner the development team assigned to implement the technical design generated in (2), and to do so through the process of introducing an assigned DCS OIS Solution Team to the practical environment surrounding and supporting the implementation and utilization of agile development practices. The joint (Contractor and DCS) team will deploy tested code, successfully implementing the functionality specified in (2) above. The deliverable will be functional code delivered into the TFACTS Production environment and which furthers the remediation of the Fiscal module in a manner consistent with the implementation design in (2) above; • Review current TFACTS database structure, data migration activities, scripts and other necessary items, as they are relevant to the TFACTS fiscal remediation needs that are the subject of this contract. The deliverable will be written observations, analysis, and recommendations on the TFACTS database as it relates to remediation of the Fiscal module; • Review and provide input of the Master Project Plan developed by DCS for the management of remediation activities that are the subject of this contract; and, • Review and provide input of the Master Project Plan developed by DCS for the management of 	

Request Tracking #	35910-10057
remediation activities that are the subject of this contract.	
<p>15. Name & Address of the Contractor's Principal Owner(s) <i>– NOT required for a TN state education institution</i></p> <p>Fai Vitali, Services Vice President, Southeast Compuware Corporation Diamond View II 280 S. Mangum Street, Suite 540 Durham, NC 27701</p>	
<p>16. Evidence Contractor's Experience & Length Of Experience Providing the Service</p> <p>Compuware has over seven (7) years' experience developing and maintaining the Ohio SACWIS application using the OptimalJ Model Driven Architecture (MDA) tool. The Ohio SACWIS is the transfer system that comprises approximately seventy-five percent (75%) of the DCS TFACTS. In addition, Compuware developed the OptimalJ MDA tool and as a result affords additional expertise above and beyond that available on the Ohio SACWIS project. Compuware has successfully collaborated with the State of Ohio and other vendor partners, to deliver over forty-eight (48) releases to their production SACWIS since the state-wide rollout of the system. Finally, Compuware has significant expertise in J2EE, JEE and the latest lightweight Java frameworks, such as Spring and Hibernate. In particular, the team has experience in significant insights into how these new and modern technologies can be leveraged by a SACWIS application with architecture like TFACTS.</p> <p>In Tennessee, Compuware has provided technical expertise to the TFACTS application since early 2012. This assistance has included OptimalJ Model Analysis, RDMS and DBMS analysis, TFACTS code analysis and remediation, as well as remediation services on the OptimalJ models.</p>	
<p>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</p> <p>The Department of Children's Services has made no effort to identify reasonable, competitive, procurement alternatives.</p>	
<p>18. Justification – <i>specifically explain why non-competitive negotiation is in the best interest of the state</i></p> <p>Compuware Corporation ("Compuware") was chosen in mid-2012 as the vendor to assist DCS in its response to the Comptroller's findings in its March 2012 Audit Report primarily because of its unique expertise and experience as the vendor of the Ohio SACWIS OptimalJ development environment used in the construction of TFACTS. As such, it offers technical resources with unsurpassed familiarity, knowledge and hands on experience with the development environment and the OptimalJ MDA toolset. A related reason is that Compuware uniquely possesses architectural and technical model knowledge of both TFACTS and its system of origin, the State of Ohio SACWIS. The State of Ohio SACWIS knowledge is critical because it was the intended foundation for TFACTS. This foundational knowledge is critical because the vendor which implemented the TFACTS deviated from the Ohio technical structure in a manner which produced many of the systemic issues we currently face with the TFACTS platform. Finally, Compuware was selected because it has previously conducted an in-depth review of the current OptimalJ models and code base of TFACTS.</p> <p>As a result of its prior actual experience with TFACTS, Compuware has the intimate familiarity with the overall technical issues TFACTS faces, and a deep working knowledge of both the TFACTS architecture and detailed implementation. Critically, this prior experience with TFACTS has also given Compuware a detailed knowledge of the workings of the current Fiscal Module – both business and technical. This module is central to the fiscal-related deficiencies in the application, and is poorly documented in addition to being implemented in a manner inconsistent with other modules in the application. The urgency of the remediation of the Fiscal Module makes the learning curve any other vendor would require problematic. By eliminating the need for this learning period through the use of Compuware's services, the overall time to Production of the Fiscal Module changes will be shortened by months and overall risk reduced.</p> <p>Thus, Compuware is in a unique position of being able to provide lower risk, timely and high effective technical resources to the on-going and urgent effort to remediate the TFACTS Fiscal Component. It will provide the quickest path to remediating the critical fiscal defects and deficiencies highlighted by the Comptroller's office, the internal DCS assessment staff, and the on-going DCS Office of Information Services work with respect to the TFACTS Fiscal Module.</p>	

Request Tracking #	35910-10057
Agency Head Signature and Date – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</i>  	



CONTRACT AMENDMENT

Agency Tracking # 35910-10057	Edison ID 30941	Contract # FA1238450	Amendment # 1
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Contractor Legal Entity Name Compuware Corporation	Edison Vendor ID 549
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Amendment Purpose & Effect(s)
The amendment will continue TFACTS remediation.

Amendment Changes Contract End Date: YES NO **End Date:** June 30, 2013

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **\$ 810,000.00**

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2012	58,800.00	58,800.00	2,400.00	0.00	120,000.00
2013	246,605.00	329,480.00	153,915.00	0.00	730,000.00
TOTAL:	305,405.00	388,280.00	156,315.00	0.00	850,000.00

American Recovery and Reinvestment Act (ARRA) Funding: YES NO

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

[Signature]

OCR USE

Speed Chart (optional)	Account Code (optional)
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**AMENDMENT ONE
OF CONTRACT FA1238450 (30941)
COMPUWARE CORPORATION**

This Amendment is made and entered by and between the State of Tennessee, Department of Children's Services (DCS), hereinafter referred to as the "State" and Compuware Corporation, 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. Contract section Section A. **SCOPE OF SERVICES** is deleted in its entirety and replaced with the following:

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. Background

The Tennessee Department of Children's Services (DCS) is experiencing serious and significant technical issues with its Tennessee Family and Child Tracking System (TFACTS). Multiple assessments have yielded commonly identified deficiencies in the functionality of TFACTS. The most pressing of these deficiencies center on the fiscal area, and include 1) the ability to adjust payments made to providers as needed and in a timely and accurate manner. The impacts of these deficiencies include both adoptive and foster providers receiving inadequate or incorrect payments, 2) errors in management of the federal funding sources relied in part upon by DCS for funding day to day operations, and 3) potentially a detrimental impact on the services provided to the children for whom DCS is responsible for, either directly as in the case of children under the care of the State, or indirectly insofar as DCS provides financial assistance to those households providing care and shelter for children in partnership with the Department. The services, technical skills and knowledge, and the deliverables associated with this Contract are central to the timely resolution of the TFACTS functional deficiencies cited by the Comptroller of the Treasury (Comptroller) in its March 2012 report. These deficiencies were also cited by a parallel and internal assessment conducted by DCS during the same time period.

- A.3. The Contractor will provide technical consulting services for the Fiscal/Financial System Remediation to perform the following:

a. The Contractor will provide a Technical Team of resources to include at a minimum:

1. OptimalJ Architect – Technical Program resource with over six (6) years experience with OptimalJ and a Statewide Automated Child Welfare Information System (SACWIS) development and/or maintenance support. This OptimalJ Architect must be an expert in OptimalJ pattern authoring, Java 2 platform, Enterprise Edition (J2EE) technologies and the Oracle Data Base Management System (DBMS);
2. OptimalJ Modeler – Senior Java Architect expert in OptimalJ modeling and having over four (4) years experience with the OptimalJ tool and SACWIS development and/or maintenance support;
3. Senior Java Developer – Senior Java developer with over two (2) years experience with a SACWIS development and/or maintenance support;
4. Technical Program Manager – Act as lead to coordinate resources between the Contractor and DCS, provide program level materials (status reports,



executive/management reports) as required and to interface with DCS regarding project schedules, project plans, deliverables, requirements and expectations;

5. Senior Business Analyst – Senior business analyst with over five (5) years experience leading and facilitating complicated requirements gathering and analysis in a Joint Application Development (JAD) format. Individual must be highly skilled in effectively leveraging Subject Matter Experts (SMEs), efficient JAD session facilitation and the use of diagramming techniques;
 6. Quality Assurance Analyst – Write and execute test case procedures to obtain defect information needed for analysis and report findings from test and inspection data. Reviews and analyzes quality inspection data to identify specific types of quality problems and trends the department may be experiencing; and
 7. Continuous Integration Specialist – Provide technical expertise and mentoring to aid DCS in the deployment of the Continuous Integration (CI) implementation, which was developed as part of a prior SOW. Provide technical direction and further customization of the CI implementation based on final DCS reviews and testing.
 8. SACWIS Subject Matter Expert (Fiscal) – Act as a consultative lead in the design of enhancements to the financial modules of TFACTS. This individual preferably has a minimum of four (4) years of fiscal/financial specific experience in SACWIS.
- b. The Contractor's Technical Team will provide the following:
1. Actively participate in the development of well-defined requirements for the remediation of the overall fiscal functionality within TFACTS. The Contractor's Technical Team will participate in the collection and elaboration of business and technical requirements for the fiscal module remediation. The team will provide active feedback with respect to completeness, quality, and manageability;
 2. Actively participate in the technical design, developing robust and well considered designs (both functional and technical) based upon the requirements generated in (1) above (to include agile development oriented documented including user stories and scripted developer tests). The Contractor's Technical Team and DCS Office of Information Systems (OIS) Solutions Team will co-develop functional and technical specifications, referencing as appropriate the current DCS Use Case and Use Case Realization artifacts;
 3. Co-lead in a cooperative manner the development team assigned to implement the technical design generated in (2), and to do so through the process of introducing an assigned DCS OIS Solution Team to the practical environment surrounding and supporting the implementation and utilization of agile development practices. The joint (Contractor and DCS) team will deploy tested code, successfully implementing the functionality specified in (2) above; and
 4. Review current TFACTS database structure, data migration activities, scripts and other necessary items as they are relevant to the TFACTS fiscal remediation needs which are the subject of this contract.

Review and provide input of the Master Project Plan developed by DCS for the management of remediation activities which are the subject of this contract.



- A.4. The Contractor's consulting services may be performed remotely.
 - a. The use of conference calls/webex's, etc., is encouraged to reduce any travel costs; and
 - b. The State will provide remote access to the appropriate TFACTS environments.
- A.5. The Contractor may be required to travel monthly to the client site for appropriate program reviews
- 2. Contract Section B. **CONTRACT PERIOD** is deleted in its entirety and replaced with the following:
 - B. CONTRACT PERIOD:**
 - B.1. This Contract shall be effective for the period beginning May 1, 2012, and ending on June 30, 2013. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.
 - 3. The following is added as Contract Section B.2.
 - 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 such an extension of the contract term is effected prior to the current, contract expiration date by means of a contract amendment. If a term extension necessitates additional funding beyond that which was included in the original Contract, an increase of the State's maximum liability will also be effected through contract amendment, and shall be based upon payment rates provided in the original Contract.
- 4. 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 of the State under this Contract exceed Eight Hundred Fifty Thousand Dollars (\$850,000.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment 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 any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability 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. In which case, the Contractor shall be paid in accordance with the payment 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.
- 5. Contract Section C.3. Payment Methodology is deleted in its entirety and replaced with the following:
 - C.3. Payment Methodology. The Contractor shall be compensated based on the payment 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.



- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
OptimalJ Architect	\$ 150.00 per hour
Technical Program Manager	\$ 140.00 per hour
Senior Java Developer	\$ 100.00 per hour
User Interface Developer	\$ 120.00 per hour
OptimalJ Modeler	\$ 120.00 per hour
Senior Java Developer	\$ 100.00 per hour
Senior Business Analysis	\$ 110.00 per hour
Quality Assurance Specialist	\$ 110.00 per hour
Continuous Integration Specialist	\$ 120.00 per hour
SACWIS Subject Matter Expert (Fiscal)	\$ 120.00 per hour

- c. The Contractor shall not be compensated for travel time to the primary location of service provision.

6. Contract Section E.7. is deleted in its entirety and replaced with the following:

E.7. **HIPAA and HITECH Compliance.** The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH) under the American Recovery and Reinvestment Act of 2009 (ARRA) and their accompanying regulations.

- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and HITECH and their accompanying regulations, and shall comply with all applicable HIPAA and HITECH requirements in the course of this Contract including but not limited to the following:
 1. Compliance with the Privacy Rule, Security Rule, Notification Rule;
 2. The creation of and adherence to sufficient Privacy and Security Safeguards and Policies;
 3. Timely Reporting of Violations in the Access, Use and Disclosure of protected health information (PHI); and
 4. Timely Reporting of Privacy and/or Security Incidents.

Failure to comply may result in Contractor's payment of actual damages that the State incurs as a result of the breach.

- b. Contractor warrants that it shall cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and HITECH and their accompanying regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA and HITECH.
- c. The State and the Contractor shall sign documents, including but not limited to business associate agreements, as required by HIPAA and HITECH and that are



reasonably necessary to keep the State and Contractor in compliance with HIPAA and HITECH. 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.

- d. As a party to this Agreement, the CONTRACTOR hereby acknowledges its designation as a covered entity and/or business associate under the HIPAA regulations and agrees to comply with all applicable HIPAA and HITECH (hereinafter "HIPAA/HITECH") regulations.
- e. In accordance with HIPAA/HITECH regulations, the CONTRACTOR shall, at a minimum:
 1. Comply with requirements of the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), including, but not limited to, the transactions and code sets, privacy, security, and identifier regulations, by their designated compliance dates. Compliance includes meeting all required transaction formats and code sets with the specified data sharing agreements required under the regulations;
 2. Transmit/receive from/to its providers, subcontractors, clearinghouses and the State all transactions and code sets required by the HIPAA/HITECH regulations in the appropriate standard formats, utilizing appropriate and adequate safeguards, as specified under the law and as directed by the State so long as the State's direction does not conflict with the law;
 3. Agree that if it is not in compliance with all applicable standards defined within the transactions and code sets, privacy, security and all subsequent HIPAA/HITECH standards, that it will be in breach of this Agreement and will then take all reasonable steps to cure the breach or end the violation as applicable. Since inability to meet the transactions and code sets requirements, as well as the privacy and security requirements can bring basic business practices between the State and the CONTRACTOR and between the CONTRACTOR and its providers and/or subcontractors to a halt, if for any reason the CONTRACTOR cannot meet the requirements of this Section, the State may terminate this Agreement in accordance with the Business Associate Agreement ancillary to this Agreement;
 4. Ensure that Protected Health Information (PHI) exchanged between the CONTRACTOR and the State is used only for the purposes of treatment, payment, or health care operations and health oversight and its related functions. All PHI not transmitted for these purposes or for purposes allowed under the federal HIPAA/HITECH regulations shall be de-identified to secure and protect the individual enrollee's PHI;
 5. Report to the State's Privacy Office immediately upon becoming aware of any use or disclosure of PHI in violation of this Agreement by the CONTRACTOR, its officers, directors, employees, subcontractors or agents or by a third party to which the CONTRACTOR disclosed PHI;
 6. Specify in its agreements with any agent or subcontractor that will have access to PHI that such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to the CONTRACTOR pursuant to this Section;
 7. Make available to TENNCARE enrollees the right to amend their PHI in accordance with the federal HIPAA regulations. The CONTRACTOR shall also



send information to enrollees educating them of their rights and necessary steps in this regard;

8. Make an enrollee's PHI accessible to the State immediately upon request by the State;
9. Make its internal policies and procedures, records and other documentation related to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for the purposes of determining compliance with the HIPAA/HITECH regulations upon request;
10. Create and adopt policies and procedures to periodically audit adherence to all HIPAA/HITECH regulations, and for which CONTRACTOR acknowledges and promises to perform, including but not limited to, the following obligations and actions:
11. Agree to ensure that any agent, including a subcontractor, to whom it provides PHI that was created, received, maintained, or transmitted on behalf of the State agrees to use reasonable and appropriate safeguards to protect the PHI.
12. If feasible, return or destroy all PHI, in whatever form or medium (including any electronic medium) and all copies of any data or compilations derived from and allowing identification of any individual who is a subject of that PHI upon termination, cancellation, expiration or other conclusion of the Agreement, and in accordance with this Section of this Agreement. The CONTRACTOR shall complete such return or destruction as promptly as possible, but not later than thirty (30) days after the effective date of the termination, cancellation, expiration or other conclusion of the Agreement. The CONTRACTOR shall identify any PHI that cannot feasibly be returned or destroyed. Within such thirty (30) days after the effective date of the termination, cancellation, expiration or other conclusion of the Agreement, the CONTRACTOR shall: (1) certify on oath in writing that such return or destruction has been completed; (2) identify any PHI which cannot feasibly be returned or destroyed; and (3) certify that it will only use or disclose such PHI for those purposes that make its return or destruction infeasible;
13. Implement all appropriate administrative, physical and technical safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement and, including, but not limited to, privacy, security and confidentiality requirements in 45 CFR Parts 160 and 164;
14. Set up appropriate mechanisms to limit use or disclosure of PHI to the minimum necessary to accomplish the intended purpose of the use or disclosure;
15. Create and implement policies and procedures to address present and future HIPAA/HITECH regulatory requirements as needed, including, but not limited to: use and disclosure of data; de-identification of data; minimum necessary access; accounting of disclosures; enrollee's right to amend, access, request restrictions; notice of privacy practices and right to file a complaint;
16. Provide an appropriate level of training to its staff and employees regarding HIPAA/HITECH-related policies, procedures, enrollee rights and penalties prior to the HIPAA/HITECH implementation deadlines and at appropriate intervals thereafter;
17. Track training of CONTRACTOR staff and employees and maintain signed acknowledgements by staff and employees of the CONTRACTOR's HIPAA/HITECH policies;



18. Be allowed to use and receive information from the State where necessary for the management and administration of this Agreement and to carry out business operations where permitted under the regulations;
 19. Be permitted to use and disclose PHI for the CONTRACTOR's own legal responsibilities;
 20. Adopt the appropriate procedures and access safeguards to restrict and regulate access to and use by CONTRACTOR employees and other persons performing work for the CONTRACTOR to have only minimum necessary access to PHI and personally identifiable data within their organization;
 21. Continue to protect and secure PHI AND personally identifiable information relating to enrollees who are deceased;
 22. Be responsible for informing its enrollees of their privacy rights in the manner specified under the regulations;
 23. Make available PHI in accordance with 45 CFR 164.524;
 24. Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR 164.526; and
 25. Obtain a third (3rd) party certification of their HIPAA transaction compliance ninety (90) calendar days before the start date of operations.
 26. The CONTRACTOR shall track all security incidents as defined by HIPAA/HITECH, and, as required by the HIPAA/HITECH Reports. The CONTRACTOR shall periodically report in summary fashion such security incidents.
- f. The State and the CONTRACTOR are "information holders" as defined in TCA 47-18-2107. In the event of a breach of the security of CONTRACTOR's information system, as defined by TCA 47-18-2107, the CONTRACTOR shall indemnify and hold the State harmless for expenses and/or damages related to the breach. Such obligations shall include, but not be limited to, mailing notifications to affected enrollees. Substitute notice to written notice, as defined by TCA 47-18-2107(e)(2)and(3), shall only be permitted with the State's express written approval. The CONTRACTOR shall notify the State Privacy Office immediately upon becoming aware of any security incident that would constitute a "breach of the security of the system" as defined in TCA 47-18-2107.
- g. NOTIFICATION OF BREACH & NOTIFICATION OF PROVISIONAL BREACH. The CONTRACTOR shall notify the State's Privacy Office immediately upon becoming aware of any incident, either confirmed or provisional, that represents or may represent unauthorized access, use or disclosure of encrypted or unencrypted computerized data that materially compromises the security, confidentiality, or integrity of enrollee PHI maintained or held by the CONTRACTOR, including any unauthorized acquisition of enrollee PHI by an employee or otherwise authorized user of the CONTRACTOR's system. This includes, but is not limited to, loss or suspected loss of remote computing or telework devices such as laptops, PDAs, Blackberrys or other Smartphones, USB drives, thumb drives, flash drives, CDs, and/or disks.
- h. SOCIAL SECURITY ADMINISTRATION (SSA) REQUIRED PROVISIONS FOR DATA SECURITY:
1. The CONTRACTOR shall comply with limitations on use, treatment, and safeguarding of data under the Privacy Act of 1974 (5 U.S.C. § 552a), as



amended by the Computer Matching and Privacy Protection Act of 1988, related Office of Management and Budget guidelines, the Federal Information Security Management Act of 2002 (44 U.S.C. § 3541, *et seq.*), and related National Institute of Standards and Technology guidelines. In addition, the CONTRACTOR shall have in place administrative, physical, and technical safeguards for data.

2. The CONTRACTOR shall not duplicate in a separate file or disseminate, without prior written permission from the State the data governed by the Contract for any purpose other than that set forth in this Contract for the administration of the TennCare program. Should the CONTRACTOR propose a redisclosure of said data, the CONTRACTOR must specify in writing to the State the data the CONTRACTOR proposes to redisclose, to whom, and the reasons that justify the redisclosure. The State will not give permission for such redisclosure unless the redisclosure is required by law or essential to the administration of the TennCare program.
3. The CONTRACTOR agrees to abide by all relevant federal laws, restrictions on access, use, and disclosure, and security requirements in this Contract.
4. The CONTRACTOR shall provide a current list of the employees of such CONTRACTOR with access to SSA data and provide such lists to the State.
5. The CONTRACTOR shall restrict access to the data obtained from the State to only those authorized employees who need such data to perform their official duties in connection with purposes identified in this Contract. The CONTRACTOR shall not further duplicate, disseminate, or disclose such data without obtaining the State's prior written approval.
6. The CONTRACTOR shall ensure that its employees:
 - i. Properly safeguard PHI/PII furnished by the State under this Contract from loss, theft or inadvertent disclosure;
 - ii. Understand that they are responsible for safeguarding this information at all times, regardless of whether or not the CONTRACTOR employee is at his or her regular duty station;
 - iii. Ensure that laptops and other electronic devices/ media containing PHI/PII are encrypted and/or password protected;
 - iv. Send emails containing PHI/PII only if encrypted or if to and from addresses that are secure; and
 - v. Limit disclosure of the information and details relating to a PHI/PII loss only to those with a need to know.
 - vi. CONTRACTOR employees who access, use, or disclose State SSA-supplied data in a manner or purpose not authorized by this Contract may be subject to civil and criminal sanctions pursuant to applicable federal statutes.
 - vii. Loss or Suspected Loss of Data – If an employee of the CONTRACTOR becomes aware of suspected or actual loss of PHI/PII, he or she must immediately contact the State's Privacy Office **within one (1) hour** to report the actual or suspected loss. The CONTRACTOR will use the Loss Worksheet located at http://www.tn.gov/tenncare/forms/phi_piiworksheet.pdf to quickly gather and organize information about the incident. The CONTRACTOR must provide h



the State's Privacy Office with timely updates as any additional information about the loss of PHI/PII becomes available.

- viii. If the CONTRACTOR experiences a loss or breach of said data, The State's Privacy Office, in its sole discretion, will determine whether or not notice to individuals whose data has been lost or breached shall be provided and the CONTRACTOR shall bear any costs associated with the notice or any mitigation.
7. The State may immediately and unilaterally suspend the data flow under this Contract, or terminate this Contract, if the State, determines that the CONTRACTOR has: (1) made an unauthorized use or disclosure of State SSA-supplied data; or (2) violated or failed to follow the terms and conditions of this Contract.
8. Legal Authority - Federal laws and regulations giving SSA the authority to disclose data to the State and the State's authority to collect, maintain, use and share data with CONTRACTOR is protected under federal law for specified purposes:
 - Sections 1137, 453, and 1106(b) of the Social Security Act (the Act) (42 U.S.C. §§ 1320b-7, 653 and 1306(b)) (Income and eligibility verification data);
 - 26 U.S.C. § 6103(l)(7) and (8) (tax return. data);
 - Section 202(x)(3)(B)(iv) of the Act (42 U.S.C. § 401(x)(3)(B)(iv))(prisoner data);
 - Section 205(r)(3) of the Act (42, U.S.C. § 405(r)(3)) and Intelligence Reform and Terrorism Prevention Act of 2004, Pub. L. 108-458, 7213(a)(2) (death data);
 - Sections 402, 412, 421, and 435 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. 104-193) (8 U.S.C. §§ 1612, 1622, 1631, and 1645) (August 22, 1996) (quarters of coverage data);
 - Children's Health Insurance Program Reauthorization Act of 2009, (Pub. L. 111-3) (February 4, 2009) (citizenship data); and
 - Routine use exception to the Privacy Act, 5 U.S.C. § 552a(b)(3)(data necessary to administer other programs compatible with SSA programs).
 - This Section further carries out Section 1106(a) of the Act (42 U.S.C. § 1306), the regulation promulgated pursuant to that section (20 C.F.R. Part 401), the Privacy of 1974 (5 U.S.C. § 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, related Office of Management and Budget ("OMB") guidelines, the Federal Information Security Management Act of 2002 ("FISMA") (44 U.S.C. § 3541 *et seq.*), and related National Institute of Standards and Technology ("NIST") guidelines, which provide the requirements that the CONTRACTOR must follow with regard to use, treatment, and safeguarding data.



9. Definitions:

"SSA-supplied data" – information, such as an individual's social security number, supplied by the Social Security Administration to the State to determine entitlement or eligibility for federally-funded programs (Computer Matching and Privacy Protection Agreement, "CMPPA" between SSA and F&A; Individual Entity Agreement, "IEA" between SSA and the State).

"Protected Health Information/Personally Identifiable Information" (PHI/PII) (45 C.F.R. § 160.103; OMB Circular M-06-19 located at <http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2006/m06-19.pdf>) – Protected health information means individually identifiable health information that is: (i) Transmitted by electronic media; (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.

"Individually Identifiable Health Information" – information that is a subset of health information, including demographic information collected from an individual, and: (1) Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and (2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

"Personally Identifiable Information" (PHI) – any information about an individual maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as their name, Social Security Number, date and place of birth, mother's maiden name, biometric records, including any other personal information which can be linked to an individual.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective January 1, 2013. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

COMPUWARE CORPORATION:

FAI VITALI, SERVICES VICE PRESIDENT, SOUTHEAST

DATE

DEPARTMENT OF CHILDREN'S SERVICES:



Kathryn R O'Day

12/18/12

KATHRYN R. O'DAY, COMMISSIONER

DATE



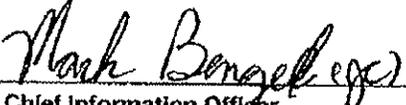
OIR Pre-Approval Endorsement Request E-Mail Transmittal

TO : Jane Chittenden, OIR Procurement & Contract Management Director
Department of Finance & Administration
E-mail : Jane.Chittenden@tn.gov

FROM : Lisa Love
E-mail : Lisa.Love@tn.gov

DATE : March 30, 2012

RE : Request for OIR Pre-Approval Endorsement

Applicable RFS # 35910-10057
OIR Endorsement Signature & Date:
  Chief Information Officer
<i>NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.</i>

Office for Information Resources (OIR) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached documents.

Please document OIR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	Department of Children's Services
Agency Contact (name, phone, e-mail)	Lisa Love, 615-532-2255, Lisa.Love@tn.gov
Subject Procurement Document (mark one)	
<input type="checkbox"/> RFP	<input type="checkbox"/> Contract
<input type="checkbox"/> Competitive Negotiation Request	<input type="checkbox"/> Contract Amendment
<input type="checkbox"/> Alternative Procurement Method Request	<input type="checkbox"/> Grant
<input checked="" type="checkbox"/> Non-Competitive Contract Request	<input type="checkbox"/> Grant Amendment
<input type="checkbox"/> Non-Competitive Amendment Request	
Information Systems Plan (ISP) Project Applicability	
<input type="checkbox"/> Not Applicable to this Request	
<input checked="" type="checkbox"/> Applicable- ISP Project#	
Response Confirmed by IT Director/Staff (name): Cynthia Wampler	

Applicable RFS # 35910-10057
Required Attachments (as applicable – copies without signatures acceptable) <input checked="" type="checkbox"/> RFP, Competitive Negotiation Request, Alternative Procurement Method Request, Non-Competitive Contract Request, Non-Competitive Amendment Request <input checked="" type="checkbox"/> Original Contract/Grant or Amendment <input type="checkbox"/> Proposed Contract/Grant or Amendment
Subject Information Technology Service Description (Brief summary of information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract & solicitation sections related to the IT services.) Technical Consulting Services: Comptroller Audit Response TFACTS Fiscal Remediation.

Non-Competitive Contract Request

cy12-1028

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.
Route a completed request, as one file in PDF format, via e-mail attachment sent to: ARSPRS.AZSPRS@state.tn.us

APPROVED

Jessica Robertson

COMMISSIONER OF FINANCE & ADMINISTRATION

Request Tracking #	35910-10057	
1. Contracting Agency	Department of Children's Services (DCS)	
2. Proposed Contractor	Compuware	
3. Proposed Contract Period – with ALL options to extend exercised <i>The proposed contract start date shall follow the approval date of this request.</i>	8 months	
4. Maximum Contract Cost – with ALL options to extend exercised	\$ 240,000.00	
5. Office for Information Resources Endorsement – information technology (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
6. eHealth Initiative Support – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
7. Human Resources Support – state employee training	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
8. Has the contracting agency bought the subject service before?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES, it was procured by... <input type="checkbox"/> RFP <input type="checkbox"/> Another Competitive Method <input type="checkbox"/> Non-Competitive Negotiation	
9. Service Description – brief <i>summary</i> only – do NOT restate the proposed scope of service	<p>Contract is for technical consulting services to remediate TFACTS fiscal functionality deficiencies identified in the Comptroller's Audit Report of March 2012 and an internal DCS TFACTS assessment conducted in Nov - Dec 2011.</p>	
10. Explanation of Need for or Requirement Placed on the State to Acquire the Service	<p>The Tennessee Department of Children's Services ("DCS") is experiencing serious and significant technical issues with its Tennessee Family and Child Tracking System ("TFACTS"). Multiple assessments have yielded commonly identified deficiencies in the functionality of TFACTS. The most pressing of these deficiencies center on the fiscal area and include 1) the ability to adjust payments made to providers as needed and in a timely and accurate manner. The impacts of these deficiencies include both adoptive and foster providers receiving inadequate or incorrect payments, 2) errors in management of the federal funding sources relied in part upon by DCS for funding day to day operations, and 3) potentially a detrimental impact on the services provided to the children for whom DCS is responsible for, either directly as in the case of children under the care of the State, or indirectly insofar as DCS provides financial assistance to those households providing care and shelter for children in partnership with the Department. The services,</p>	

Request Tracking #	35910-10057
<p>technical skills and knowledge, and the deliverables associated with this Contract are central to the timely resolution of the TFACTS functional deficiencies cited by the Comptroller of the Treasury ("Comptroller") in its March 2012 report. These deficiencies were also cited by a parallel and internal assessment conducted by DCS during the same time period.</p>	
<p>11. Name & Address of the Contractor's Principal Owner(s) <i>- NOT required for a TN state education institution</i></p> <p>Compuware One Campus Martius Detroit, MI 38226</p>	
<p>12. Evidence Contractor's Experience & Length Of Experience Providing the Service</p> <p>Compuware has over 7 years experience developing and maintaining the Ohio SACWIS application using the OptimaJ Model Driven Architecture (MDA) tool. The Ohio SACWIS is the transfer system that comprises approximately 75% of the DCS TFACTS. In addition, Compuware developed the OptimaJ MDA tool and as a result affords additional expertise above and beyond that available on the Ohio SACWIS project. Compuware has successfully collaborated with the State of Ohio and other vendor partners, to deliver over 48 releases to their production SACWIS since the state-wide rollout of the system. Finally, Compuware has significant expertise in J2EE, JEE and the latest lightweight Java frameworks, such as Spring and Hibernate. In particular, the team has experience in significant insights into how these new and modern technologies can be leveraged by a SACWIS application with architecture like TFACTS.</p>	
<p>13. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</p> <p>Children's Services has made no effort to identify reasonable, competitive, procurement alternatives.</p>	
<p>14. Justification – specifically explain why non-competitive negotiation is in the best interest of the state</p> <p>Compuware Corporation ("Compuware") was chosen as the vendor to assist DCS in its response to the Comptroller's findings in its March 2012 Audit Report primarily because of its unique expertise and experience as the vendor of the Ohio SACWIS OptimaJ development environment used in the construction of TFACTS. As such, it offers technical resources with unsurpassed familiarity, knowledge and hands on experience with the development environment and the OptimaJ MDA toolset. A related reason is that Compuware uniquely possesses architectural and technical model knowledge of both TFACTS and its system of origin, the State of Ohio SACWIS. The State of Ohio SACWIS knowledge is critical because it was the intended foundation for TFACTS. This foundational knowledge is critical because the vendor which implemented the TFACTS deviated from the Ohio technical structure in a manner which produced many of the systemic issues we currently face with the TFACTS platform. Finally, Compuware was selected because it has previously conducted an in-depth review of the current OptimaJ models and code base of TFACTS. Consequently, it is intimately familiar with the specific technical issues TFACTS faces. It can, therefore, provide the quickest path to remediating the critical fiscal defects and deficiencies highlighted by the Comptroller's office.</p>	
<p>Agency Head Signature and Date – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</i></p> <p> 4/3/2012</p>	



CONTRACT

(fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date 05/01/2012	End Date 12/31/2012	Agency Tracking # 35910-10057	Edison Record ID 30941
Contractor Legal Entity Name Compuware Corporation			Edison Vendor ID 549

Service Caption (one line only)
Technical Consulting Services: Comptroller Audit Response TFACTS Fiscal Remediation

Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA # 93.858
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FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2012	58,800.00	58,800.00	2,400.00		120,000.00
2013	58,800.00	58,800.00	2,400.00		120,000.00
TOTAL:	117,600.00	117,600.00	4,800.00		240,000.00

American Recovery and Reinvestment Act (ARRA) Funding: YES NO

Ownership/Control

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

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

RFP The procurement process was completed in accordance with the approved RFP document and associated regulations.
 Competitive Negotiation The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.
 Alternative Competitive Method The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.
 Non-Competitive Negotiation The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.
 Other The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with all interested parties or all parties in a predetermined "class."

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

[Signature] 4/23/12

OCR USE - FA

FA1238450

Speed Chart (optional)	Account Code (optional)	Contract #
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**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF CHILDREN'S SERVICES
AND
COMPUWARE CORPORATION**

This Contract, by and between the State of Tennessee, Department of Children's Services, hereinafter referred to as the "State" and Compuware Corporation, hereinafter referred to as the "Contractor," is for the provision of technical consulting services, as further defined in the "SCOPE OF SERVICES."

The Contractor is a for-profit corporation.
Contractor Place of Incorporation or Organization: Michigan
Contractor Edison Registration ID # 549

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. Background

The Tennessee Department of Children's Services ("DCS") is experiencing serious and significant technical issues with its Tennessee Family and Child Tracking System ("TFACTS"). Multiple assessments have yielded commonly identified deficiencies in the functionality of TFACTS. The most pressing of these deficiencies center on the fiscal area, and include 1) the ability to adjust payments made to providers as needed and in a timely and accurate manner. The impacts of these deficiencies include both adoptive and foster providers receiving inadequate or incorrect payments, 2) errors in management of the federal funding sources relied in part upon by DCS for funding day to day operations, and 3) potentially a detrimental impact on the services provided to the children for whom DCS is responsible for, either directly as in the case of children under the care of the State, or indirectly insofar as DCS provides financial assistance to those households providing care and shelter for children in partnership with the Department. The services, technical skills and knowledge, and the deliverables associated with this Contract are central to the timely resolution of the TFACTS functional deficiencies cited by the Comptroller of the Treasury ("Comptroller") in its March 2012 report. These deficiencies were also cited by a parallel and internal assessment conducted by DCS during the same time period.

A.3. The Contractor will provide technical consulting services to perform the following:

a. The Contractor will provide a Technical Team of resources to include at a minimum:

- (1) OptimalJ Architect – Technical Program resource with over six (6) years experience with OptimalJ and a Statewide Automated Child Welfare Information System (SACWIS) development and/or maintenance support. This OptimalJ Architect must be an expert in OptimalJ pattern authoring, Java 2 platform, Enterprise Edition (J2EE) technologies and the Oracle Data Base Management System (DBMS);
- (2) OptimalJ Modeler – Senior Java Architect expert in OptimalJ modeling and having over four (4) years experience with the OptimalJ tool and SACWIS development and/or maintenance support;
- (3) Senior Java Developer – Senior Java developer with over two (2) years experience with a SACWIS development and/or maintenance support; and
- (4) Technical Program Manager – Act as lead to coordinate resources between the Contractor and DCS, provide program level materials (status reports, executive/management reports) as required and to interface with DCS regarding project schedules, project plans, deliverables, requirements and expectations.



(5) SACWIS Subject Matter Expert (Fiscal). – Act as a consultative lead in the design of enhancements to the financial modules of TFACTS. This individual preferably has a minimum of four (4) years of fiscal/financial specific experience in SACWIS.

b. The Contractor's Technical Team will provide the following:

- (1) Actively participate in the development of well defined requirements for the remediation of payment adjustments functionality within TFACTS; the deliverable will be a written assessment of the Joint Application Development (JAD) process used to collect and elaborate upon user business requirements for payment adjustments remediation.
- (2) Lead the Technical Design team in developing robust and well considered designs (both functional and technical) based upon the requirements generated in A.3.b.(1) above (to include Use Case and Use Case Realization ("UCR") documentation); the deliverable will be DCS approved Use Case and UCR documents which contain implementable functional and technical specifications.
- (3) Lead in a cooperative manner the development team assigned to implement the technical design generated in A.3.b.(2); the deliverable will be tested and deployed code successfully implementing the functionality specified in A.3.b.(2) above.
- (4) Lead a review of the current TFACTS database structure, data migration activities, scripts and other necessary items as they are relevant to the TFACTS remediation needs which are the subject of this contract; the deliverable will be a written analysis of the relevant tables and planned data structure changes and recommendations as to implementing those changes/recommendations, as well as a review of the **TFACTS Domain Class and Domain Attributes to DBMS Table and DBMS Column elements** as they relate to the changes effected for Payments Adjustment remediation/enhancement carried out under this contract, and,
- (5) Review and validate the Master Project Plan developed by DCS for the management of remediation activities which are the subject of this contract. The deliverable will be a presentation to the Directors of Project Management, Application Management and Data Management on the DCS Master Project Work Plan conveying any comments, questions, concerns, and/or any recommendations Compuware has with respect to the work plan.

A.4. The Contractor's consulting services may be performed remotely.

a. The use of conference calls / webex's, etc., is encouraged to reduce any travel costs.

b. The State will provide remote access to the appropriate TFACTS environments.

A.5. The Contractor may be required to travel monthly to the client site for appropriate program reviews.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning May 1, 2012, and ending on December 31, 2012. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Two Hundred Forty Thousand dollars (\$240,000.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment 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 any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability 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. In which case, the Contractor shall be paid in accordance with the payment 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 payment 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 payment 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.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
OptimalJ Architect	\$ 150.00 per hour
OptimalJ Modeler	\$ 120.00 per hour
Senior Java Developer	\$ 100.00 per hour
Technical Program Manager	\$ 140.00 per hour
SACWIS Subject Matter Expert (Fiscal)	\$ 140.00 per hour

- c. The Contractor shall not be compensated for travel time to the primary location of service provision.
- C.4. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time.

The Contractor must include (in addition to other invoice requirements of this Contract) a complete itemization of travel compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."

- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Joe Huertas
 Department of Children's Services
 14th Floor Andrew Jackson Building
 500 Deaderick Street
 Nashville, TN 37243



- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Department of Children's Services, Office of Information Services
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate and Associated Service Description (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. 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.8. 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.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the



State, 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).

- b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- 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 thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to 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.
- 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, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). 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, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- 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 handicap or 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. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, 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 A, 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 *Tennessee Code Annotated*, Section 12-4-124, *et seq.* 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.
- D.9. Records. The Contractor shall maintain documentation for all charges 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.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance



with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, et seq..

- D.11. 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.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. 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.14. 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.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. 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, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. 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 will 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.19. 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.20. 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.21. 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 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:

Joe Huertas, Director of Applications Management
Department of Children's Services
14th Floor Andrew Jackson Building
500 Deaderick Street
Nashville, TN 37243
Laurie.Baker@tn.gov
Telephone # 615-741-9061
Blackberry # 615-739-3961
FAX # 615-253-1667

The Contractor:

Fai Vitali, Services Vice President, Southeast
Compuware Corporation
Diamond View II
280 S. Mangum Street, Suite 540
Durham, NC 27701
fai.vitali@compuware.com
Telephone # 919-425-0552
Cell # 919-418-2942
FAX # 919-425-0557

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

- 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 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. 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 (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts 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, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

E.5. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

- a. The Contractor shall maintain, at minimum, the following insurance coverage:
 - (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
 - (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
 - (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
- b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.6. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; 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. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

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

E.7. 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 Contractor 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.
- 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 excepted. 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. 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. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.
- E.10. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.



- E.11. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their 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 from 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 antitrust 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 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.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.12. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
 - (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
 - i. 80 percent or more of the Contractor's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.



(2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend its term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the amendment to this Contract becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

E.13. Per 45 CFR Section 95.617, the State shall have all ownership rights to all software, modifications and associated documentation thereof prepared by the Contractor in connection with the performance of the services under this contract. The Contractor waives any author rights and similar retained interests in the software, modifications, and associated documentation prepared in connection with the performance of the services under this contract.

In addition, per 45 CFR 95.617(b) (software and ownership rights) the Federal Government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and associated documentation prepared by the Contractor in connection with the performance of the services under this federal financial participation contract.

IN WITNESS WHEREOF,

COMPUWARE CORPORATION:



Fai Vitali

FAI VITALI, SERVICES VICE PRESIDENT, SOUTHEAST

4/23/2012

DATE

DEPARTMENT OF CHILDREN'S SERVICES:

Kathryn R. O'Day

KATHYRN R. O'DAY, COMMISSIONER

4/23/12

DATE



ATTACHMENT A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	30941
CONTRACTOR LEGAL ENTITY NAME:	Compuware Corporation
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	38-2007430

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.

Fai Vitalis

4/23/12

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.

Fai Vitalis Reg. VP

PRINTED NAME AND TITLE OF SIGNATORY

4/23/12

DATE OF ATTESTATION