

CONTRACT #21
RFS # 343.01-24116
Edison # Pending

Department of Health

VENDOR:
MicroPact, Inc.



STATE OF TENNESSEE
DEPARTMENT OF HEALTH

JOHN J. DREYZEHNER, MD, MPH
COMMISSIONER

BILL HASLAM
GOVERNOR

November 20, 2015

Mr. Mark White, Chairman
Fiscal Review Committee
Rachel Jackson Building, 8th Floor
320 Sixth Avenue North
Nashville, TN 37243

Mr. Mike Perry, Chief Procurement Officer
Department of General Services
Procurement Office
Tennessee Tower, 3rd Floor
Nashville, TN 37243

Re: Versa Regulation Software

Dear Chairman White and CPO Perry,

The Department of Health (TDH) is requesting approval to enter into a five (5) year, \$4.8 million dollar contract with MicroPact, Inc. (formally IronData, Inc.). MicroPact is the supplier of the Versa Regulation system and is currently used by TDH to manage the licenses of healthcare facilities, healthcare professionals, food services establishments and all other environmental health programs (Edison contract # 24960). TDH desires to continue its use of the Versa Regulation system and add an additional component, Versa Online.

The new Versa Online module will allow TDH to accept and manage licensure applications online. This will greatly improve TDH's customer service by reducing paper, increasing speed, and providing the status of an application and/or license in real-time. The implementation of the online component will save the State money, in the form of resources and time, making the license and regulation process more efficient overall.

TDH conducted competitive negotiation for its licensure and regulation system in 2011 – the bid was awarded to MicroPact. Throughout the term of the contract, MicroPact has proven its ability to deliver a solid product and has been a valued partner in TDH's endeavors to improve its licensure system and processes. Other State agencies are now utilizing MicroPact for their licensure and regulation software as well (i.e. Department of Commerce and Insurance). While there are multiple

5th Floor, Andrew Johnson Tower
710 James Robertson Parkway * Nashville, TN 37243
(615) 741-3111 * www.tn.gov/health

vendors in the marketplace that offer licensing and regulation systems, TDH feels that conducting a competitive procurement at this time would be cost prohibitive and would negatively impact services delivery to customers. With your approval, TDH would like to conduct a proprietary procurement and execute a new five year contract with MicroPact.

We appreciate your consideration of our request.

Sincerely,

A handwritten signature in black ink, appearing to read "John J. Dreyzehner". The signature is fluid and cursive, with a large initial "J" and "D".

John J. Dreyzehner, MD, MPH, FACOEM

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Mike Newman	*Contact Phone:	(615) 253-5417		
*Presenter's name(s):	Malaka Watson				
Edison Contract Number: <i>(if applicable)</i>	TBD	RFS Number: <i>(if applicable)</i>	34310-24116		
*Original or Proposed Contract Begin Date:	01/19/2016	*Current or Proposed End Date:	01/18/2021		
Current Request Amendment Number: <i>(if applicable)</i>	NA				
Proposed Amendment Effective Date: <i>(if applicable)</i>	NA				
*Department Submitting:	Tennessee Department of Health				
*Division:	Health Licensure and Regulation				
*Date Submitted:	11/20/15				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	MicroPact, Inc.				
*Current or Proposed Maximum Liability:	\$4,833,425.00				
*Estimated Total Spend for Commodities:	NA				
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY: 2016	FY: 2017	FY: 2018	FY: 2019	FY: 2020	FY: 2021
\$1,157,804	\$2,164,070	\$714,805	\$384,401	\$393,845	\$ 18,500
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)					
FY:	FY:	FY:	FY:	FY	FY
\$	\$	\$	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:					
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:					
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:					

Supplemental Documentation Required for
Fiscal Review Committee

*Contract Funding Source/Amount:			
State:		Federal:	
<i>Interdepartmental:</i>	\$4,833,425.00	<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:		System Development Funds (SDF)	
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>			
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		\$4,833,425.00 Cost determined through Vendor negotiation with similar rates to previous contract with vendor.	
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.		This is a proprietary solution as the Versa:Online application is part of the Versa Product Suite. Versa:Online will interface with our current Versa:Regulation application.	

Rule Exception Request

Use this document to request changes to Central Procurement Office templates, policies, or other procurement documents or to modify the "necessary contract clauses" identified in Tenn. Comp. R. & Reg. 0690-03-01-.17 ("CPO Rule 17"). Complete this document in conformity with CPO Rule 17, which is available [here](#). Send the completed document in PDF format to: Agsprrs.Agsprsr@tn.gov All Rule Exception Requests are subject to review and approval by the Chief Procurement Officer. Rule Exception Requests that propose to modify any of CPO Rule 17's necessary contract clauses shall be subject to review and approval by the Comptroller of the Treasury.

APPROVED

CHIEF PROCUREMENT OFFICER

APPROVED

COMPTROLLER OF THE TREASURY

Agency request tracking #	34310-24116
1. Procuring Agency	Department of Health
2. Edison contract ID #	
3. Contractor or Grantee	MicroPact Inc.
4. Contract's Effective Date	January 19, 2015
5. Contract or grant contract's Term (with ALL options to extend exercised)	60 months
6. Contract's Maximum Liability (with ALL options to extend exercised)	\$ 4,833,425.00
7. Citation and explanation of the rule(s) for which the exception is requested	Fee for Service contract template 9-14-15 FA
8. Description of requested changes If adding new provisions or modifying existing provisions, insert the new or modified provisions in their entirety.	<p>C.3 Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.</p> <p>a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.</p> <p>b. The Contractor shall be compensated based upon the following payment methodology:</p> <p>c. <u>Project Change Request Compensation. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.17. without a formal amendment of this contract based upon the payment rates detailed in Section C.3.b., Hourly Rates</u></p>

for Additional Services, and as agreed pursuant to said Section A.17, PROVIDED THAT compensation to the Contractor for such "Project Change Request" work shall not exceed a maximum of One Hundred Eighty-Five Thousand dollars (\$185,000), which is approximately seven per cent (7%) of Two Million, Six Hundred Sixty-Six Thousand, Four Hundred Fifty dollars (\$2,663,450), the Versa:Online Services Amount (as contained in Attachment 2, Cell Z62). If, at any point during the Contract period, the State determines that the cost of necessary "Project Change Request" work would exceed said maximum amount, the State may amend this Contract to address the need.

d. In the event that any quarter of support is reduced, the Contractor shall prorate the Quarterly Amount to adjust for the reduced quarter, and the State shall pay only this prorated amount.

~~d-e.~~ Approval and acceptance of deliverables by the State shall not be unreasonably withheld. Deliverables provided to the State for approval and acceptance that have not been accepted or rejected within 60 days are deemed accepted and invoices may be issued by the Contractor and are payable by the State under Section C.5 below.

D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal

acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. This limitation of liability is cumulative and not per incident.

E.3 Ownership of Software and Work Products.

a. Definitions.

- (1) "Contractor-Owned Software," shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software ~~is not developed which may be developed or enhanced using State's money or resources.~~
- (2) "Custom-Developed Application Software," shall mean customized application software developed by Contractor on behalf of solely for State under this contract.
- (3) ~~Reserved. "Rights Transfer Application Software," shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.~~
- (4) "Third-Party Software," shall mean software not owned by the State or the Contractor.
- (5) "Work Product," shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor exclusively for the State during the course of the project using State's money or resources., including Custom-Developed Application Software. ~~If the deliverables under this Contract include Rights Transfer Application Software, the definition of Work Product shall also include such software. Work Product shall not include Contractor-Owned Software or Third-Party Software.~~

b. Rights and Title to the Software

- (1) All right, title and interest in and to the Contractor-Owned Software and Custom-Developed Application Software shall at all times remain with Contractor, subject to any license granted under this Contract.
- (2) All right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. ~~To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product.~~ Contractor and its employees, agents, contractors or representatives shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer or allow State to register its claims and rights to Work Product such intellectual property rights or enforce them against third parties.
- (3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party. The State may use such software provided under this Contract, subject to ~~the~~ any license granted under this Contract.

c. The Contractor may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Contract. The Contractor may develop for itself, or for others, materials which are similar to or competitive with those that are produced under this Contract.

	<p>E.4. <u>Software License Warranty</u>. Contractor grants a <u>nonexclusive, nontransferable, non-sublicensable, and non-assignable perpetual license</u> to the State to use all software solely for the State's own internal operations with respect to the purpose identified in provided under this Contract in the course of the State's business and purposes.</p>
<p>9. Justification</p>	<p>C.3 <u>Payment Methodology</u> - Point of clarification made to ensure delays are not caused by the State which prohibit the Contractor from performing according to the contract schedule.</p> <p>D.17 <u>Limitation of State's Liability</u> – This is a sole source contract for software. As with all software companies, the Contractor is adamant about protecting the Contractor's intellectual property rights.</p> <p>D.18 <u>Limitation of Contractor's Liability</u> – Point of clarification. The limitation of liability is cumulative and not per incident.</p> <p>E.3 - <u>Ownership of Software and Work Products</u> – This is a sole source contract for software. The State will receive a license to use said software. Changes reflect the Contractor's ownership rights and the IP rights the State will receive.</p> <p>E. 4 <u>Software License Warranty</u> - This is a sole source contract for software. The State will receive a license to use said software. Changes reflect the IP rights the State will receive.</p>
<p>Signature of Agency head or designee and date</p> <p><i>John J. Dreyzehner, MD, MPH / se</i> 11.20.15</p>	

Special Contract Request

This form should be utilized to facilitate contract and procurement requests that require the Chief Procurement Officer's prior approval and that of the Comptroller of the Treasury, as applicable.

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@tn.gov.

APPROVED	APPROVED
CHIEF PROCUREMENT OFFICER	COMPTROLLER OF THE TREASURY
DATE	DATE

Request Tracking #	34310-24116
1. Contracting Agency	Department of Health
2. Type of Contract or Procurement Method	<input type="checkbox"/> No Cost <input type="checkbox"/> Revenue <input type="checkbox"/> Sole Source <input checked="" type="checkbox"/> Proprietary <input type="checkbox"/> Competitive Negotiation <input type="checkbox"/> Other _Non-Competitive____
3. Requestor Contact Information	Mike Newman, CIO Information Technology Services Department of Health 710 James Robertson Parkway Nashville, TN 37243
4. Brief Goods or Services Caption	1. Purchase, configuration, and implementation of Versa:Online application. 2. Enhancements to the current Versa:Regulation system to improve or increase additional functionality.

Request Tracking #	34310-24116
5. Description of the Goods or Services to be Acquired	<p>The Contract incorporates the following Versa Product Suite components and services:</p> <ol style="list-style-type: none"> 1. Versa:Online Services and Licenses. Versa:Online is a web-based application that interfaces with the State's current Versa:Regulation application (aka LARS – License and Regulation System). Versa:Online will expand applicant, licensee, and public citizen services through the Internet via the Tennessee Department of Health (TDH) website. 2. Versa:Online Maintenance and Support 3. Versa:Regulation Post Go-Live Project Change Requests (PCR) Enhancements to the current Versa:Regulation system to improve or increase additional functionality. 4. Versa:Regulation Maintenance and Support
6. Proposed Contractor	MicroPact (formerly IronData)
7. Name & Address of the Contractor's principal owner(s) – NOT required for a TN state education institution	MicroPact (formerly IronData) 12901 Worldgate Drive, Suite 800 Herndon, VA 20170
8. Proposed Contract Period – with ALL options to extend exercised <i>The proposed contract start date shall follow the approval date of this request.</i>	36 months
9. Office for Information Resources Pre-Approval Endorsement Request – information technology (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached
10. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
11. Human Resources Pre-Approval Endorsement Request – state employee training	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
12. Are these goods or services currently available on a statewide contract? If YES, please explain why the current statewide contract is not being used for this procurement.	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES,
13. Maximum Contract Cost – with ALL options to extend exercised	\$ 4,833,425
14. Was there an initial government estimate? If so, what amount?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES, \$
15. Cost Determination Used- How did agency arrive at the estimate of expected costs?	Vendor negotiation with similar rates to previous contract with vendor.

Request Tracking #	34310-24116
16. Explanation of Fair and Reasonable Price- Explain how agency determined that price is fair and reasonable	The TDH has conducted business with IronData for ~5 years. Both the Versa:Regulation and the Versa:Online applications are part of their Versa Product Suite of applications. The proposed contract amount is reasonable considering the Department's experience with the vendor through the purchase and implementation of the Versa:Regulation application and in consideration of their unique experience in configuring, implementing, and supporting a public health software support system product.
17. Documentation of Discussions with Contractor- How did agency document discussions with Contractor? Attach documentation to this request as applicable.	Representatives of the TDH and MicroPact (formerly IronData) communicated through phone, email, and personal meetings.
18. Explanation of Need for or requirement placed on the State to acquire the goods or services	Currently, the TDH does not have a seamless and efficient web-based method for health professionals and health-related facilities to renew and apply for their State of TN licenses. The current paper-based process is often a lengthy, manual practice requiring significant and timely processing by TDH staff. The Versa:Online application will streamline the renewal, initial application, and other transactions via a secure, web-based customer self-service solution. This will reduce agency costs, improve data accuracy, and increase staff productivity. Versa:Regulation Post Go-Live Project Change Requests (PCR) will enhance the current Versa:Regulation system to improve or increase additional functionality.
19. Proposed contract impact on current State operations	The Versa:Online application will streamline processes and increase efficiencies for the Health Licensing & Regulation and Health Facilities areas who currently perform manual tasks in part or in whole for health professionals and health-related facilities to renew or apply for State of TN licenses. This will reduce workload impact on State operations.
20. Justification – Specifically explain why the goods or services should be acquired through the procurement method or contract type selected.	The procurement method was chosen because the Versa:Online application is part of the Versa Product Suite that includes the Versa:Regulation software which is currently used by the TDH and was purchased and implemented by IronData. MicroPact (formerly IronData) has an established and unique experience with configuring and implementing the Versa Product Suite.
For No Cost and Revenue Contracts Only	

Request Tracking #	34310-24116
21. What costs will the State incur as a result of this contract? If any, please explain.	
22. What is the total estimated revenue that the State would receive as a result of this contract?	
23. Could the State also contract with other parties interested in entering substantially the same agreement? Please explain.	<input type="checkbox"/> NO <input type="checkbox"/> YES
24. Summary of State responsibilities under proposed contract	
For Sole Source and Proprietary Procurements Only	
25. Explanation of Need for or requirement placed on the State to acquire the goods or services	<p>Currently, the TDH does not have a seamless and efficient web-based method for health professionals and health-related facilities to renew and apply for their State of TN licenses. The current paper-based process is often a lengthy, manual practice requiring significant and timely processing by TDH staff. The Versa:Online application will streamline the renewal, initial application, and other transactions via a secure, web-based customer self-service solution. This will reduce agency costs, improve data accuracy, and increase staff productivity.</p> <p>Versa:Regulation Post Go-Live Project Change Requests (PCR) will enhance the current Versa:Regulation system to improve or increase additional functionality. Both Versa:Online and Versa: Regulation are proprietary components of MicroPact's Versa Product Suite.</p>
26. Evidence of Contractor's experience & length of experience providing the goods or services to be procured.	<p>MicroPact (formerly IronData) has over 40 years' experience successfully delivering regulatory solutions for public sector agencies with complex and high volume business processing needs. MicroPact's team of over 400 employees work with more than 150 local, state, and federal government agencies delivering solutions that impact the lives of millions of individuals across North America.</p>

Request Tracking #	34310-24116
27. Has the contracting agency procured the subject goods or services before? If yes, provide the method used to purchase the goods or services and the name and address of the contractor.	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES, Method: RFP Name/Address: IronData Solutions, Inc. Toronto, Ontario, Canada M2J5C1 (416) 493-1833
28. Contractor selection process and efforts to identify reasonable, competitive, procurement alternatives	Current contract awarded through competitive bidding process – RFP.
Signature Required for all Special Contract Requests	
Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)	
Signature: _____	Date: _____



CONTRACT

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

Begin Date January 20, 2016	End Date January 19, 2019	Agency Tracking # 34310-24116	Edison Record ID
Contractor Legal Entity Name MicroPact (formerly Iron Data)			Edison Vendor ID 129348

Goods or Services Caption (one line only)
Versa:Online Software Application and Versa:Regulation Enhancements

Contractor <input checked="" type="checkbox"/> Contractor	CFDA #
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Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016			1,157,804		1,157,804
2017			2,164,070		2,164,070
2018			714,805		714,805
TOTAL:			4,036,679		4,036,679

Contractor Ownership Characteristics:

Minority Business Enterprise (MBE): African American, Asian American, Hispanic American, Native American

Woman Business Enterprise (WBE)

Tennessee Service Disabled Veteran Enterprise (SDVBE)

Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.

Other: Corporation

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

Competitive Selection

Other

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.

Speed Chart (optional) HL	Account Code (optional)
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**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
Department of Health
AND
MicroPact**

This Contract, by and between the State of Tennessee, Department of Health (“State”) and MicroPact (“Contractor”), is for the provision of the Versa:Online web-based software system and Versa:Regulation Post Go-Live Enhancements, as further defined in the "SCOPE." State and Contractor may be referred to individually as a “Party” or collectively as the “Parties” to this Contract.

The Contractor is a For-Profit Corporation.
Contractor Place of Incorporation or Organization: Virginia
Contractor Edison Registration ID #

A. SCOPE:

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

A.1.a This Contract incorporates the following Versa Product Suite components and services:

- (1) Versa:Online Services and Licenses
 - i. Versa:Online is a web-based application that interfaces with the State’s current Versa:Regulation application (aka LARS –License and Regulation System). Versa:Online will expand applicant, licensee, and public citizen services through the Internet via the Tennessee Department of Health (TDH) website.
- (2) Versa:Online Maintenance and Support
- (3) Versa:Regulation Post Go-Live Project Change Requests (PCR)
 - ii. Enhancements to the current Versa:Regulation system to improve or increase additional functionality.
- (4) Versa:Regulation Maintenance and Support

A.1.b Definitions.

- (1) “**Acceptance**” means the statement by the State, with respect to a deliverable from or responsibility of the Contractor that the Contractor has successfully met the requirement contained in the Contract. The State’s acceptance of a deliverable is required for payment by the State for that deliverable.
- (2) “**GAP**” means a TDH business need that is not currently addressed by core system Versa:Online functionality. Under this Contract, the Contractor will develop and implement customized functionality to address the following four “gaps”: ECM interface, Online ePayment interface, Cash Reconciliation Report, and Supervisory Physician Entry and Approval.
- (3) “**Internet Service Unit (ISU)**” means an on-line transaction or service function (e.g. renewal, complaint, address change, etc.) offered for one license type (e.g., nurse, medical doctor, etc.) through Versa:Online.
- (4) “**License Type**” means an entity requiring a license to conduct business in the State of TN (e.g. medical professionals, business establishments, facilities, schools, etc.).
- (5) “**MOU**” means Memorandum of Understanding, a document that expresses mutual accord on matters between two or more parties.
- (6) “**NIC**” means the National Information Consortium, the State’s current portal vendor. Versa:Online will significantly expand the limited number of on-line license renewal services currently available to medical professionals and facilities through NIC.

- (7) **“Project Change Request (PCR)”** means a formal request for an adjustment or enhancement of a system. A PCR is declarative, i.e. it states what needs to be accomplished and the effect of the proposed changes to the current project deliverables, schedule, and cost.
- (8) **“Release 1 (R1)”** or **“Release 1 (R1) Phase”** means the portion of the term of the Contract during which certain specified deliverables are to be provided the State by the Contractor. Release 1 (R1) of the Contract encompasses months 1 (one) through 13 (thirteen), inclusive, of the Contract.
- (9) **“Release 2 (R2)”** or **“Release 2 (R2) Phase”** means the portion of the term of the Contract during which certain specified deliverables are to be provided the State by the Contractor. Release 2 (R2) of the Contract encompasses months 14 (fourteen) through 22 (twenty-two), inclusive, of the Contract.
- (10) **“TDH”** means the Tennessee Department of Health.
- (11) **“Transaction Requirements Matrix (TRM)”** means the document used by the Contractor to capture information from the State about the content and workflow associated with each type of transaction to be developed, tested, and put into production for Versa:Online by the Contractor. This information is specific to each of the medical practitioner types and medical facility types to be included in Versa:Online and for each type of transaction (e.g., initial license application, practitioner profile, etc.) to be processed under Versa:Online. The TRM also includes transaction rules—information captured by the Contractor about the internal TDH process of reviewing and approving input from medical professionals and facilities into Versa:Online, TDH staff assignments relating to review and approval of information entered into Versa:Online, and the actual interoperations among discrete elements of Versa:Online—that are critical to the correct functioning of Versa:Online within THD.
- (12) **“UAT”** means User Acceptance Testing, the phase of software development in which the software is tested by actual software users to ensure it can handle required tasks in real-world scenarios, according to specifications.
- (13) **“Versa: Online”** means MicroPact’s web-based application that interfaces with Versa:Regulation data to provide citizens with easy access to public information and license holder services. The Contractor’s proposal for Versa:Online is Attachment 5.
- (14) **“Versa:Regulation”** means MicroPact’s comprehensive, integrated office licensing solution which includes Application Processing, Licensing, Inspections, Enforcement, Cash, Examinations, and Reporting.

A.2. Versa:Online - Services and Licenses

A.2.a. Base License Initial Licensure – Versa:Online.

- (1) The Contractor shall provide the appropriate license(s) allowing the State to use the Versa:Online system. The State reserves the right to install multiple instances of the software, on multiple servers, in multiple locations to meet their implementation needs. These installations may include development, test, and the State’s production environment.
- (2) The Contractor shall provide the base license to the State no later than the first date in which the software is initially installed in the State’s development environment as further described in Contract Section A.5.

A.2.b. Additional Licenses – Versa:Online

- (1) A total of 143 license types as defined in Attachment 3 have been identified as necessary for this project and shall be delivered as required to meet the specifications in Contract Sections A.6.e. and A.6.f.

The Contractor shall complete these activities (and any additional Licensing activities to which the State and the Contractor mutually agree) to the approval and acceptance of the State prior to distribution of payments as scheduled in Section C.3.b. Item 1 and Item 2.

A.3. Project Kickoff Meeting and Master Project Management Plan

A.3.a. Project Kickoff Meeting. The Contractor shall prepare for and schedule with the State a one-day Project Kickoff Meeting to be held at a State site in Nashville, Tennessee no later than 30 days after this Contract is signed by the State and the Contractor. The agenda for this Project Kickoff Meeting, which shall be led by the Contractor Project Manager and attended by other Contractor staff with key project roles and State staff, shall include the following topics and tasks to be completed:

- (1) Project Organization: Outline the roles and responsibilities of key project personnel along with the project sponsors.
- (2) Solution Vision: Discuss the objectives and benefits of the project.
- (3) Project Overview: Outline the scope and timeline of the project and present detailed information (deliverables and responsibilities) on each on each of the project task
 - i. Project Management
 - ii. Technical Management
 - iii. Software Installation
 - iv. Requirements Confirmation and Configuration
 - v. Software Modifications and Related Interfaces Development
 - vi. Training
 - vii. User Acceptance Testing
 - viii. Production Deployment and Go-Live Support
 - ix. Transition to Help Desk
- (4) Review Key Success Factors: Outline key factors to ensure project success.
- (5) Demo (optional): Demonstrate the key features of Versa:Online.
- (6) Question and Answer Period: Answers to questions pertaining to the project.

The Contractor shall complete these activities (and any additional Project Kickoff Meeting activities to which the State and the Contractor mutually agree) to the approval and acceptance of the State prior to distribution of payment as scheduled in Section C.3.b., Item 3 (activity set 1-6, immediately above).

A.3.b. Master Project Management Plan. The Contractor shall prepare a Master Project Management Plan and deliver this plan to the State no later than 30 days after this contract is signed by the State and the Contractor. This plan, which should follow the PMBOK methodology, must describe in detail the approach, activities, stages, duration, risks, and implementation for all work to be performed by the Contractor under the project. It must also detail, by name and position, the responsibilities of Contractor staff with respect to the work to be done under the contract. As a minimum, this plan shall include the following deliverables:

- (1) A detailed Project Schedule describing all project deliverables and their completion dates.
- (2) The Contractor's Change Control Plan, including a detailed description of the Contractor's proposed process for initiating Project Changes and the Contractor's proposed Project Change Request (PCR) form.

- (3) A detailed description of the Contractor's proposed method of bi-weekly reporting on the status of specific project deliverables. This description must include sample reporting documents.
- (4) A detailed description of the Contractor's proposed method of monthly reporting on the overall progress toward project goals and objectives. This description must include sample reporting documents and an agenda for and schedule of full-day Contract reviews held between the Contractor's Project Manager and the State's Project Manager at a Nashville TDH site at least as often as every 45 days after the Project Kickoff Meeting.
- (5) A detailed description of the Contractor's proposed Issue Management Plan for recording, monitoring, resolving, and reporting on resolution of issues that arise during the Project. This description must include issues resolution timetables and escalation procedures.
- (6) A detailed Risk Management Plan and Register.
- (7) A Communication Plan that includes a detailed description of the processes and tools the Contractor will use to manage communication with TDH and the timetables on which these communications will occur.
- (8) A detailed Release Management Plan.
- (9) A detailed Security Management Plan that adheres to the State of Tennessee's Office of Information Resources (OIR) Enterprise Information Security Policies located at http://tn.gov/assets/entities/finance/oir/attachments/PUBLIC-Enterprise-Information-Security-Policies-v2.0_1.pdf.
- (10) A detailed description of the System Documentation to be provided TDH by the Contractor and the schedule on which this documentation will be provided.

The Contractor shall complete these activities (and any additional Master Project Management Plan activities to which the State and the Contractor mutually agree) to the approval and acceptance of the State prior to distribution of payment as scheduled in Section C.3.b., Item 3 (activity set 1-10, immediately above).

A.4. Project Management.

The Contractor shall designate a single Project Manager to serve as the Contractor's primary point of contact for all activities and issues. The Contractor shall ensure that its Project Manager provides sufficient management of the project to ensure that all project activities are performed efficiently, accurately, and on schedule. Project Management continues for the entire duration of the project.

The Contractor Project Manager shall coordinate as necessary with the State Project Manager to ensure that Contractor activities are managed consistently within overall Contract requirements as they are described in Section A of this contract.

A.4.a. Project Management. The workflow and minimum acceptable activities the Contractor shall perform for Project Management are as follows:

- (1) Prepare and maintain a Contract statement of work and a detailed project plan. This plan must include project objectives and milestones; a critical path for all major project activities; schedules for completion of project deliverables; designations of the Contractor staff responsible for these deliverables and the reporting relationship among these staff; Contractor response and reporting protocols and timeframes; documents relating to these responsibilities; and the project-related roles and responsibilities of State staff.
- (2) Secure, schedule, and manage the resources necessary to assure that all project deliverables are completed to the satisfaction of the State on the schedule and at the costs contained in the Contract.

- (3) Communicate with the State's Project Manager, other State staff, and relevant third parties using the methods, on the schedules, and within the timeframes contained in the Contract.
- (4) Measure, track, and evaluate progress toward project objectives; report on progress at each full-day contract review described in the Contract and, at other times, within 5 business days of request by the State. Initiate corrective action, as necessary, to correct deficiencies in Contractor performance and to resolve other issues that arise during the Contract.
- (5) Schedule, conduct, and report on the reviews required under the Contract. Respond within 3 business days to requests from the State to schedule additional project progress reviews and discussions of other project-related matters, including Contractor staff performance.
- (6) Track and report within 10 business days on all items identified for follow-up in Contract status reviews.
- (7) In cooperation with the Contractor's Technical Project Manager, administer the project Change Control Plan, review and analyze change requests, and maintain the change request log.
- (8) In cooperation with the Contractor's Technical Project Manager, administer the project Security Management Plan and review, analyze, resolve, and report security issues that arise during the Contract in a manner and on a schedule consistent with the State of Tennessee's Office of Information Resources (OIR) Enterprise Information Security Policies.
- (9) In cooperation with the Contractor's Technical Project Manager, prepare and provide the State, on the schedule contained in the Contract, the system documentation required by the Contract.

Contract Sections A.6 through A.13 detail the specific activities to be performed by the Contractor during the Versa:Online Release 1 (R1) Phase and the Release 2 (R2) Phase of the Contract. These activities include:

- (1) Requirements Confirmation and Configuration
- (2) System Modification and Development
- (3) Integration Testing
- (4) Performance Testing
- (5) UAT Support
- (6) Training Preparation and Delivery
- (7) Go-Live Support

The Contractor shall complete Project Management activities (and any additional Project Management activities to which the State and the Contractor mutually agree) to the approval and acceptance of the State prior to distribution of payments as scheduled in Section C.3.b, Items 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 for R1, and Items 41, 42, 43, 44, 45, 46, 47, 48, 49 for R2 (activity set 1 - 7 listed above).

A.5. Technical Management/COTS Installation and Support

The Contractor shall designate a Technical Project Manager who will be responsible for the Technical Management aspects of this project. Technical Management continues for the entire duration of the project.

The Contractor shall perform COTS installation during Release 1 to provide TDH with access to MicroPact's base Versa:Online software in the TDH development environment. Note that

customizations, interfaces and the TDH specific configuration will be delivered later in other tasks, in accordance with the project work plan. The Contractor shall install Versa:Online in a development environment hosted at TDH through a secure internet connection and within the parameters listed in Attachment 6. The base installation of the system will serve the project in many ways. It will verify that the overall architecture is working correctly and that infrastructure issues are discovered and rectified before the system is scheduled to go into production. The environment will also serve as the repository for TDH's configuration data.

After successful configuration, the Contractor shall port the configuration to a test instance in the TDH test environment which will be used during User Acceptance Testing as detailed in Section A.11.

A.5.a. Technical Management and COTS Installation and Support. The workflow and minimum acceptable activities the Contractor shall perform for Technical Management and COTS Installation and Support are as follows:

- (1) Provide technical requirements and recommendations for the required hardware and system software.
- (2) Establish connectivity between TDH's system and MicroPact development and support resources.
- (3) Perform or coordinate compliance with secure access to TDH's environment.
- (4) Perform or coordinate system installation and testing tasks with MicroPact technical staff.
- (5) Perform or coordinate database installation, tuning and configuration tasks with MicroPact technical staff.
- (6) Monitor and coordinate code deliveries and upgrades with TDH staff on the TDH system.
- (7) Provide a single point of contact for the timely resolution of any technical issues relating to any interfaces required with 3rd party systems.

Contract Sections A.6., A.8., A.9., A.10., A.11., and A.13 detail the specific technical activities to be performed by the Contractor during the Release 1 (R1) Phase and the Release 2 (R2) Phase of the Contract. These activities include:

- (1) Requirements Confirmation and Configuration,
- (2) System Modification and Development,
- (3) Integration Testing,
- (4) Performance Testing,
- (5) UAT Support
- (6) Go-Live Support

The Contractor shall complete Technical Management activities (and any additional Technical Management activities to which the State and the Contractor mutually agree) to the approval and acceptance of the State prior to distribution of payment as scheduled in Section C.3.b, Items 15, 16, 17, 50, 51, and 52 (activity sets 1-6 immediately above).

A.6. Requirements Confirmation and Configuration: Release 1 (R1) Phase. During the Release 1 (R1) Phase of the Contract, the Contractor shall perform requirements confirmation and configuration activities (including developing transaction instructional client text) for the following:

1. Initial license applications for up to 150 health practitioner types (75 x 2). Detailed deliverables and tasks, for these online applications, are outlined under sections A.6.a and A.6.e.

Requirements Confirmation and Configuration for initial license applications will be performed for the following 75 health practitioner types; two distinct paths (from education/testing and from a reciprocal arrangement) are specified for each type.

0664 - Tattoo Professional
0669 - Body Piercing Artist
1108 - Chiropractic Physician
1122 - Chiropractic Therapy Assistant
1145 - Chiropractic X- Ray Technologist
1201 – Dentist
1202 - Dental Hygienists
1222 - Dental Assistants
1313 - Dispensing Opticians
1410 – Psychologist
1411 - Psychological Examiners
1420 - Psychological Assistant
1594 - Occupational Therapist
1595 - Occupational Therapy Assistant
1606 - Medical Doctors
1637 - Medical X- Ray Operators
1638 - Radiologist Assistant
1639 - MD Office Based Surgery
1677 - Special Training M.D.
1678 - Genetic Counselors
1702 - Advanced Practice Nurse
1703 - Registered Nurse
1704 - Licensed Practical Nurse
1812 – Optometrist
1907 - Osteopathic Physician
1944 - Osteopathic X- Ray Examiners
1977 - Special Training DO
2023 - Speech Language Pathologist
2024 – Audiologists
2025 - Speech Pathologist Assistant
2026 - Audiologist Aides
2109 - Physical Therapist
2025 - Physical Therapist Assistant
2215 – Podiatrist
2216 - Podiatric X- Ray Operators
2217 – Orthotist
2218 – Prosthetist
2219 – Pedorthists
2317 – Veterinarian
2326 - Veterinary Medical Technician
2327 - Certified Animal Euthanasia Tech
2328 - Certified Animal Chem Capture Tech
2483 – Acupuncturist
2514 - Nursing Home Administrator
2680 - Massage Therapist
2740 - Licensed Master Social Worker
2744 - Licensed Advanced Practice Social Worker
2745 - Licensed Baccalaureate Social Worker
2746 - Licensed Clinical Social Workers
2838 - Hearing Instrument Specialists
2984 - Clinical Perfusionist
3045 – Midwife
3144 - Licensed Clinical Pastoral Therapist
3166 - Licensed Professional Counselors
3167 - Licensed Marital & Family Therapist
3202 – Polysomnography
3527 - Athletic Trainers
3628 - Physician Assistants
3629 - Orthopedic Physician Assistant

3747 - Licensed Registered Respiratory Therapist
3750 - Licensed Certified Respiratory Therapist
3856 – Electrologist
3955 - Dietitian/Nutritionist
4082 – Reflexologist
501 - Nurse Aide
5005 - Licensed Laboratory Personnel
51 - RHA ADMINISTRATOR
707 - First Responder
718 - EMS - Personnel
719 - Emergency Medical Dispatcher
8078 - Alcohol and Drug Counselors
9901 – Pharmacist
9903 - Medical Service Representative
9905 – Researcher
9906 - Pharmacy Technician

2. Initial license applications for up to 30 health facility and other organization types. Detailed deliverables and tasks, for these online applications, are outlined under sections A.6.b and A.6.f.

Requirements Configuration and Confirmation for initial license applications will be performed for the following 28 health facilities and other organization types; two additional types will be specified during the contract.

0605 - Food Service Establishment - Hazardous
0607 - Food Service Establishment - Non Hazardous
0620 - Hotel
0622 - Bed & Breakfast
0650 - Organized Camp
0665 - Tattoo Establishment
0670 - Body Piercing Establishment
0690 - Public Swimming Pool
534 - Home Health Agencies
535 - Ambulatory Surgical Treatment
536 - Home for the Aged
537 - Assisted Care Living Facility
541 - End Stage Renal Disease Center
548 - Home Medical Equipment
549 – Hospice
550 - HIV Supportive Living Facility
552 - Professional Support Services
557 - Outpatient Diagnostic Center
564 - Home for Aged/ACLF Administration
591 - Birthing Center
592 - Residential Hospice
593 - Adult Care Home
5029 - Medical Laboratory Facility
5030 - Laboratory School
970 - Commercial Breeders
971 - Dog and Cat Dealer
9904 – Pharmacy Manufacturer/Wholesaler/Distributor
9905 – Pharmacy Researcher

3. Practitioner Profile New Input applications for up to 35 health practitioner types. Detailed deliverables and tasks, for these online applications, are outlined under sections A.6.c and A.6.g.

4. Practitioner Profile Change application for up to 35 health practitioner types. Detailed deliverables and tasks, for these online applications, are outlined under sections A.6.d and A.6.h.

A.6.a. Requirements: Initials for Professions. The workflow and minimum acceptable requirements confirmation activities the Contractor shall perform for Requirements: Initials for Professions are as follows:

- (1) Develop and confirm the Versa:Online Transaction Requirements Matrix (TRM):
 - i. Conduct working sessions with TDH to gather the requirements for each online application.
 - ii. Document the requirements for each online application under the Versa:Online Transaction Requirements Matrix.
 - iii. Prototype a select sample of online initial application transactions to assist TDH with the confirmation process.
 - iv. Conduct requirement confirmation sessions for each Board.
- (2) Develop and confirm Versa:Online Workflow documentation:
 - i. Conduct working sessions with TDH to gather the transaction assignment requirements for each online application listed in the Versa:Online Transaction Requirements Matrix.
 - ii. Document the transaction assignment requirements under the Versa:Online Workflow documentation.
 - iii. Conduct requirement confirmation sessions for each Board.
- (3) Develop and confirm the Versa:Online Instructional Text Worksheets:
 - i. Provide a template Instructional Text worksheet for each Board and an overview of expectations and best practices for online instructional text with TDH team.
 - ii. Conduct working sessions with TDH to gather the Instructional Text for each component (page) that make up an online application.
 - iii. Answer questions and provide support and advice on best practices for successful online interactions.
 - iv. Document the Instructional Text under the Versa:Online Instructional Text Worksheets.
 - v. Prototype a select sample of online transactions to assist TDH with the confirmation process.
 - vi. Conduct requirement confirmation sessions for each Board.

The Contractor shall complete these activities (and any additional requirements and confirmation activities to which the State and the Contractor mutually agree) to the approval and acceptance of the State prior to distribution of payments as scheduled in Section C.3.b., Item 18 (activity set 1 and 2, immediately above) and Item 24 (activity set 3, immediately above).

A.6.b. Requirements: Initials for Simple Facilities: The workflow and minimum acceptable requirements confirmation activities the Contractor shall perform for Requirements: Initials for Simple Facilities are as follows:

- (1) Develop and confirm the Versa:Online Transaction Requirements Matrix (TRM):
 - i. Conduct working sessions with TDH to gather the requirements for each online application.
 - ii. Document the requirements for each online application under the Versa:Online Transaction Requirements Matrix.
 - iii. Prototype a select sample of online initial application transactions to assist TDH with the confirmation process.
 - iv. Conduct requirement confirmation sessions for each Board.
- (2) Develop and confirm Versa:Online Workflow documentation:
 - i. Conduct working sessions with TDH to gather the transaction assignment requirements for each online application listed in the Versa:Online Transaction Requirements Matrix.

- ii. Document the transaction assignment requirements under the Versa:Online Workflow documentation.
- iii. Conduct requirement confirmation sessions for each Board.
- (3) Develop and confirm the Versa:Online Instructional Text Worksheets:
 - i. Provide a template Instructional Text worksheet for each Board and overview of expectations and best practices for online instructional text with TDH team.
 - ii. Conduct working sessions with TDH to gather the Instructional Text for each component (page) that make up an online application.
 - iii. Answer questions and provide support and advice on best practices for successful online interactions.
 - iv. Document the Instructional Text under the Versa:Online Instructional Text Worksheets.
 - v. Prototype a select sample of online transactions to assist TDH with the confirmation process.
 - vi. Conduct requirement confirmation sessions for each Board.

The Contractor shall complete these activities (and any additional requirements and confirmation activities to which the State and the Contractor mutually agree) to the approval and acceptance of the State prior to distribution of payments as scheduled in Section C.3.b., Item 18 (activity set 1 and 2, immediately above) and Item 24 (activity set 3, immediately above).

A.6.c. Requirements: Practitioner Profile Initial Input: The workflow and minimum acceptable requirements confirmation activities the Contractor shall perform for Requirements: Practitioner Profile Initial Input are as follows:

- (1) Develop and confirm the Versa:Online Transaction Requirements Matrix (TRM):
 - i. Conduct working sessions with TDH to gather the requirements for each online practitioner profile initial input transaction.
 - ii. Document the requirements for each online practitioner profile initial input transaction under the Versa:Online Transaction Requirements Matrix.
 - iii. Prototype a select sample of online practitioner profile initial input transactions to assist TDH with the confirmation process.
 - iv. Conduct requirement confirmation sessions for each Board.
- (2) Develop and confirm Versa:Online Workflow documentation:
 - i. Conduct working sessions with TDH to gather the transaction assignment requirements for each online practitioner profile initial input transaction listed in the Versa:Online Transaction Requirements Matrix.
 - ii. Document the transaction assignment requirements under the Versa:Online Workflow documentation.
 - iii. Conduct requirement confirmation sessions for each Board.
- (3) Develop and confirm the Versa:Online Instructional Text Worksheets
 - i. Provide a template Instructional Text worksheet for each Board and an overview of expectations and best practices for online instructional text with TDH team.
 - ii. Conduct working sessions with TDH to gather the Instructional Text for each component (page) that make up a practitioner profile initial input transaction.
 - iii. Answer questions and provide support and advice on best practices for successful online interactions.
 - iv. Document the Instructional Text under the Versa:Online Instructional Text Worksheets.
 - v. Prototype a select sample of online transactions to assist TDH with the confirmation process.
 - vi. Conduct requirement confirmation sessions for each Board.

The Contractor shall complete these activities (and any additional requirements and confirmation activities to which the State and the Contractor mutually agree) to the approval and acceptance of the State prior to distribution of payments as scheduled in Section C.3.b., Item 19 (activity set 1 and 2, immediately above) and Item 25 (activity set 3, immediately above).

A.6.d. Requirements: Practitioner Profile Changes: The workflow and minimum acceptable requirements confirmation activities the Contractor shall perform for Requirements: Practitioner Profile Changes are as follows:

- (1) Develop and confirm the Versa:Online Transaction Requirements Matrix (TRM):
 - i. Conduct working sessions with TDH to gather the requirements for each online practitioner profile change.
 - ii. Document the requirements for each online practitioner profile change under the Versa:Online Transaction Requirements Matrix.
 - iii. Prototype a select sample of online practitioner profile change transactions to assist TDH with the confirmation process.
 - iv. Conduct requirement confirmation sessions for each Board.
- (2) Develop and confirm Versa:Online Workflow documentation:
 - i. Conduct working sessions with TDH to gather the transaction assignment requirements for each online practitioner profile change listed in the Versa:Online Transaction Requirements Matrix.
 - ii. Document the transaction assignment requirements under the Versa:Online Workflow documentation.
 - iii. Conduct requirement confirmation sessions for each Board.
- (3) Develop and confirm the Versa:Online Instructional Text Worksheets:
 - i. Provide a template Instructional Text worksheet for each Board and an overview of expectations and best practices for online instructional text with TDH team.
 - ii. Conduct working sessions with TDH to gather the Instructional Text for each component (page) that make up an online practitioner profile change.
 - iii. Answer questions and provide support and advice on best practices for successful online interactions.
 - iv. Document the Instructional Text under the Versa:Online Instructional Text Worksheets.
 - v. Prototype a select sample of online transactions to assist TDH with the confirmation process.
 - vi. Conduct requirement confirmation sessions for each Board.

The Contractor shall complete these activities (and any additional requirements and confirmation activities to which the State and the Contractor mutually agree) to the approval and acceptance of the State prior to distribution of payments as scheduled in Section C.3.b., Item 20 (activity set 1 and 2, immediately above) and Item 26 (activity set 3, immediately above).

A.6.e. Configuration: Initials for Professions. The workflow and minimum acceptable configuration activities the Contractor shall perform for Configuration: Initials for Professions are as follows:

- (1) Configure the Versa:Online Transactions within Versa:Online:
 - i. Configure each online application as outlined in the confirmed Versa:Online TRM and Instructional Text Worksheets.
 - ii. Unit Test each online application in preparation for user acceptance testing.
- (2) Configure the Transaction Assignment Rules within Versa:Regulation:
 - i. Configure the required Workflow Queues and Assignment Rules as outlined in the confirmed Versa:Online Workflow documentation.
 - ii. Unit Test each Workflow Queue and Assignment Rule in preparation for user acceptance testing.

The Contractor shall complete these activities (and any additional requirements confirmation and configuration activities to which the State and the Contractor mutually agree) to the approval and acceptance of the State prior to distribution of payment as scheduled in Section C.3.b., Item 21 (activity set 1 and 2, immediately above).

A.6.f. Configuration: Initials for Simple Facilities: The workflow and minimum acceptable configuration activities the Contractor shall perform for Configuration: Initials for Simple Facilities are as follows:

- (1) Configure the Versa:Online Transactions within Versa:Online:
 - i. Configure each online application as outlined in the confirmed Versa:Online TRM and Instructional Text Worksheets.
 - ii. Unit Test each online application in preparation for user acceptance testing.
- (2) Configure the Transaction Assignment Rules within Versa:Regulation:
 - i. Configure the required Workflow Queues and Assignment Rules as outlined in the confirmed Versa:Online Workflow documentation.
 - ii. Unit Test each Workflow Queue and Assignment Rule in preparation for user acceptance testing.

The Contractor shall complete these activities (and any additional configuration activities to which the State and the Contractor mutually agree) to the approval and acceptance of the State prior to distribution of payment as scheduled in Section C.3.b., Item 21 (activity set 1 and 2, immediately above).

A.6.g. Configuration: Practitioner Profile Initial Input: The workflow and minimum acceptable configuration activities the Contractor shall perform for Configuration: Practitioner Profile Initial Input are as follows:

- (1) Configure the Versa:Online Transactions within Versa:Online:
 - i. Configure each online practitioner profile initial input as outlined in the confirmed Versa:Online TRM and Instructional Text Worksheets.
 - ii. Unit Test each online practitioner profile initial input in preparation for user acceptance testing.
- (2) Configure the Transaction Assignment Rules within Versa:Regulation:
 - i. Configure the required Workflow Queues and Assignment Rules as outlined in the confirmed Versa:Online Workflow documentation.
 - ii. Unit Test each Workflow Queue and Assignment Rule in preparation for user acceptance testing.

The Contractor shall complete these activities (and any additional configuration activities to which the State and the Contractor mutually agree) to the approval and acceptance of the State prior to distribution of payment as scheduled in Section C.3.b., Item 22 (activity set 1 and 2, immediately above).

A.6.h. Configuration: Practitioner Profile Changes: The workflow and minimum acceptable configuration activities the Contractor shall perform for Configuration: Practitioner Profile Changes are as follows:

- (1) Configure the Versa:Online Transactions within Versa:Online:
 - i. Configure each online practitioner profile change as outlined in the confirmed Versa:Online TRM and Instructional Text Worksheets.
 - ii. Unit Test each online practitioner profile change in preparation for user acceptance testing.
- (2) Configure the Transaction Assignment Rules within Versa:Regulation:
 - i. Configure the required Workflow Queues and Assignment Rules as outlined in the confirmed Versa:Online Workflow documentation.
 - ii. Unit Test each Workflow Queue and Assignment Rule in preparation for user acceptance testing.

The Contractor shall complete these activities (and any additional configuration activities to which the State and the Contractor mutually agree) to the approval and acceptance of the State prior to distribution of payment as scheduled in Section C.3.b., Item 23 (activity set 1 and 2, immediately above).

A.7. Develop Software Customizations: Release 1 (R1) Phase Only. During the Release 1 (R1) Phase of the Contract, the Contractor shall design and develop the following software customizations:

1. Enterprise Content Management (ECM) Interface (Gap 001). This interface will allow all documents submitted online by applicants to be stored and indexed in the TDH ECM repository and be accessible in Versa:Regulation. Detailed deliverables and tasks for this customization are outlined under section A.7.a.
2. Online ePayment Interface (Gap 002). This interface will enable all online payments collected through Versa:Online to be made via an interface to the TDH ePay service. Detailed deliverables and tasks for this customization are outlined under section A.7.b.
3. Cash Reconciliation Report (Gap 003). This report will enable the reconciliation of cash received through the TDH ePayment provider. Detailed deliverables and tasks for this customization are outlined under section A.7.c.
4. Supervisory Physician Entry and Approval (Gap 004). This customization will provide custom Versa:Online functions for:
 - a. Advanced Practice Nurses (APN) and Physician Assistants (PA) to select their supervisory physician by name and license lookup.
 - b. The supervisor to approve the relation and confirm the allowed drugs or schedules.
 - c. An interface to the Controlled Substance Master Database.Detailed deliverables and tasks for this customization are outlined under section A.7.d.

After documentation is approved by TDH for a given customization, any alterations or modifications thereafter will be handled via the Change Control Process. Modifications are subject to annual maintenance fees calculated at the standard maintenance rate.

A.7.a. Enterprise Content Management Interface (Gap 001). The workflow and minimum acceptable activities the Contractor shall perform for the ECM Interface customization are as follows:

- (1) Interview TDH staff to gather detailed requirements based on TDH's business needs. (TDH will provide the business rules of the interface, detailed annotated interface file layout(s), technical specifications, sample files, conduct an acceptance test to verify that the interface meets requirements, and provide a point of contact and facilitate communication with third parties (third parties are businesses or organizations that are either receiving or sending data from/to TDH).)
- (2) Document the requirements and functional design of the Enterprise Content Management Interface.
- (3) Present the documentation to, and obtain approval from, the TDH Project Manager.
- (4) Develop program modifications and required configuration based on approved documentation.
- (5) Complete all required unit and system testing of the Enterprise Content Management Interface.

The Contractor shall complete these activities (and any additional customization activities to which the State and the Contractor mutually agree for Gap 001) to the approval and acceptance of the State prior to distribution of payment as scheduled in Section C.3.b., Items 27 (activity set 1, 2, and 3 immediately above) and Item 28 (activity set 4 and 5, immediately above).

A.7.b. Online ePayment Interface (Gap 002). The workflow and minimum acceptable activities the Contractor shall perform for Online ePayment Interface customization are as follows:

- (1) Interview TDH staff to gather detailed requirements based on TDH's business needs. (TDH will provide the business rules of the interface, detailed annotated interface file layout(s), technical specifications, sample files, conduct an acceptance test to verify that the interface meets requirements, and provide a point of contact and facilitate communication with third parties (third parties are businesses or organizations that are either receiving or sending data from/to TDH).)

- (2) Document the requirements and functional design of the Online ePayment Interface.
- (3) Present the documentation to, and obtain approval from, the TDH Project Manager.
- (4) Develop program modifications and required configuration based on approved documentation.
- (5) Complete all required unit and system testing of the Online ePayment Interface.

The Contractor shall complete these activities (and any additional customization activities to which the State and the Contractor mutually agree for Gap 002) prior to distribution of payments as scheduled in Section C.3.b., Items 29 (activity set 1, 2, and 3 immediately above) and Item 30 (activity set 4 and 5, immediately above).

A.7.c. Cash Reconciliation Report (Gap 003). The workflow and minimum acceptable activities the Contractor shall perform for the Cash Reconciliation Report customization are as follows:

- (1) Interview TDH staff to gather detailed requirements based on TDH's business needs.
- (2) Document the requirements and functional design of the Cash Reconciliation Report, including a report format design.
- (3) Present the documentation to, and obtain approval from, the TDH Project Manager.
- (4) Develop program modifications and required configuration based on approved documentation.
- (5) Complete all required unit and system testing of the Cash Reconciliation Report.

The Contractor shall complete these activities (and any additional customization activities to which the State and the Contractor mutually agree for Gap 003) to the approval and acceptance of the State prior to distribution of payment as scheduled in Section C.3.b., Items 31 (activity set 1, 2, and 3 immediately above) and Item 32 (activity set 4 and 5, immediately above).

A.7.d. Supervisory Physician Entry and Approval (Gap 004). The workflow and minimum acceptable activities the Contractor shall perform for the Supervisory Physician Entry and Approval customization are as follows:

- (1) Interview TDH staff to gather detailed requirements based on TDH's business needs. (In order to implement the controlled substance supervisory physician relationship in Versa:Regulation, legacy data will be migrated from the existing controlled substance database into Versa:Regulation. The data migration will be limited to the minimum required tables to support the supervisory physician functionality. The entire database will not be migrated into Versa:Regulation. TDH will provide the business rules of the interface, detailed annotated interface file layout(s), technical specifications, sample files, conduct an acceptance test to verify that the interface meets requirements, and provide a point of contact and facilitate communication with third parties (third parties are businesses or organizations that are either receiving or sending data from/to TDH).)
- (2) Document the requirements and functional design of the Supervisory Physician Entry and Approval and for the interface to the Controlled Substance Master Database.
- (3) Present the documentation to, and obtain approval from, the TDH Project Manager.
- (4) Develop program modifications and required configuration based on approved documentation.
- (5) Complete all required unit and system testing of the Supervisory Physician Entry and Approval.

The Contractor shall complete these activities (and any additional customization activities to which the State and the Contractor mutually agree for Gap 004) to the approval and acceptance of the State prior to distribution of payments as scheduled in Section C.3.b., Items 33 (activity set 1, 2, and 3 immediately above) and Item 34 (activity set 4 and 5, immediately above).

A.8. Requirements Confirmation and Configuration: Release 2 (R2) Phase. During the Release 2 (R2) Phase of the Contract, the Contractor shall perform requirements confirmation and configuration activities (including developing transaction instructional client text) for the following:

- (1) Renewal license applications for up to 125 health practitioner and other types. Detailed deliverables and tasks, for these online renewal applications, are outlined under sections A.8.a and A.8.g.

Requirements Confirmation and Configuration for renewal license applications will be performed for the following 114 health facility and other organization types. 11 additional health facilities and other organization types will be specified during the Contract.

0664 - Tattoo Professional
0669 - Body Piercing Artist
1108 - Chiropractic Physician
1122 - Chiropractic Therapy Assistant
1145 - Chiropractic X- Ray Technologist
1201 – Dentist
1202 - Dental Hygienists
1222 - Dental Assistants
1313 - Dispensing Opticians
1410 – Psychologist
1411 - Psychological Examiners
1420 - Psychological Assistant
1594 - Occupational Therapist
1595 - Occupational Therapy Assistant
1606 - Medical Doctors
1637 - Medical X- Ray Operators
1638 - Radiologist Assistant
1639 - MD Office Based Surgery
1677 - Special Training M.D.
1678 - Genetic Counselors
1702 - Advanced Practice Nurse
1703 - Registered Nurse
1704 - Licensed Practical Nurse
1812 – Optometrist
1907 - Osteopathic Physician
1944 - Osteopathic X- Ray Examiners
1945 - DO Office Based Surgery
1977 - Special Training DO
2023 - Speech Language Pathologist
2024 – Audiologists
2025 - Speech Pathologist Assistant
2026 - Audiologist Aides
2109 - Physical Therapist
2025 - Physical Therapist Assistant
2215 – Podiatrist
2216 - Podiatric X- Ray Operators
2217 – Orthotist
2218 – Prosthetist
2219 – Pedorthists
2303 - Veterinary Facility
2317 – Veterinarian
2318 - Certified Animal Control Agencies
2326 - Veterinary Medical Technician
2327 - Certified Animal Euthanasia Tech
2328 - Certified Animal Chem Capture Tech
2329 - Animal Chemical Capture Cert.
2483 – Acupuncturist

2514 - Nursing Home Administrator
2680 - Massage Therapist
2681 - Massage Establishment
2740 - Licensed Master Social Worker
2744 - Licensed Advanced Practice Social Worker
2745 - Licensed Baccalaureate Social Worker
2746 - Licensed Clinical Social Workers
2838 - Hearing Instrument Specialists
2984 - Clinical Perfusionist
3045 - Midwife
3141 - Associate Counselor
3142 - Certified Professional Counselor
3143 - Certified Marital & Family Therapist
3144 - Licensed Clinical Pastoral Therapist
3166 - Licensed Professional Counselors
3167 - Licensed Marital & Family Therapist
3202 - Polysomnography
3333 - Pain Management Clinics
3527 - Athletic Trainers
3628 - Physician Assistants
3629 - Orthopedic Physician Assistant
3747 - Licensed Registered Respiratory Therapist
3750 - Licensed Certified Respiratory Therapist
3751 - Licensed Respiratory Care Assistant
3856 - Electrologist
3859 - Schools of Electrology
3955 - Dietitian/Nutritionist
4082 - Reflexologist
501 - Nurse Aide
503 - C.N.A. Training Programs
533 - Institutional Home for Aged
538 - Intermediate Care Facilities
539 - Rural Health Clinics
540 - Portable X- Ray
542 - Comprehensive Outpatient Rehab Facilities
543 - Community Mental Health Center
544 - Outpatient Physical Therapy/Speech Pathology
545 - Federally Qualified Health Center
546 - PPS Psychiatric Units
547 - PPS Rehabilitation Units
551 - Clinical Lab Improvement Amend
553 - Emergency Hospitals
554 - Organ Procurement Organization
555 - Psychiatric Hospital
546 - Psych Treatment Facilities
559 - Transplant Facility
568 - Alcohol and Drug Facility
572 - Methadone Registry
5005 - Licensed Laboratory Personnel
51 - RHA ADMINISTRATOR
701 - EMS - Service
702 - EMS Vehicles
703 - EMS - Schools
704 - EMS - Invalid Transport Services
705 - EMS Invalid Transport Vehicles
706 - EMS Aircraft Ambulances
707 - First Responder
708 - EMS - Volunteer Ambulance Service
718 - EMS - Personnel

719 - Emergency Medical Dispatcher
8078 - Alcohol and Drug Counselors
970 - Commercial Breeders
971 - Dog and Cat Dealer
9901 – Pharmacist
9902 - Pharmacy
9903 - Medical Service Representative
9906 - Pharmacy Technician

- (2) Renewal license applications for up to 30 health facilities. Detailed deliverables and tasks, for these online renewal applications, are outlined under sections A.8.b and A.8.h.

Requirements Configuration and Confirmation for renewal license applications will be performed for the following 28 health facility types; two additional types will be specified during the Contract.

0605 - Food Service Establishment - Hazardous
0607 - Food Service Estab - Non Hazardous
0620 - Hotel
0622 - Bed & Breakfast
0650 - Organized Camp
0665 - Tattoo Establishment
0670 - Body Piercing Establishment
0690 - Public Swimming Pool
531 – Hospital
532 – Nursing Home
534 - Home Health Agencies
535 - Ambulatory Surgical Treatment
536 - Home for the Aged
537 - Assisted Care Living Facility
541 - End Stage Renal Disease Center
548 - Home Medical Equipment
549 – Hospice
550 - HIV Supportive Living Facility
552 - Professional Support Services
557 - Outpatient Diagnostic Center
564 - Home for Aged/ACLF Administration
591 - Birthing Center
592 - Residential Hospice
593 - Adult Care Home
5029 - Medical Laboratory Facility
5030 - Laboratory School
9904 – Pharmacy Manufacturer/Wholesaler/Distributor
9905 – Pharmacy Researcher

- (3) Up to 50 remaining additional Initial license applications, selected reinstatements or upgrades for health practitioner types or simple facilities. Detailed deliverables and tasks, for these additional online applications, reinstatements or upgrades are outlined under sections A.8.c and A.8.i.
- (4) Up to 79 miscellaneous address change applications. Detailed deliverables and tasks, for these online miscellaneous address changes, are outlined under sections A.8.d and A.8.j.
- (5) Up to 79 miscellaneous duplicate license print applications. Detailed deliverables and tasks, for these online miscellaneous duplicate license prints, are outlined under sections A.8.e and A.8.k.

- (6) Up to 79 miscellaneous name change applications. Detailed deliverables and tasks, for these online miscellaneous name changes, are outlined under sections A.8.f and A.8.l.

Requirements Configuration and Confirmation for miscellaneous address change applications, miscellaneous duplicate license print applications, and miscellaneous name change applications will be performed for the following 79 license types:

0664 - Tattoo Professional
0669 - Body Piercing Artist
1108 - Chiropractic Physician
1122 - Chiropractic Therapy Assistant
1145 - Chiropractic X- Ray Technologist
1201 – Dentist
1202 - Dental Hygienists
1222 - Dental Assistants
1313 - Dispensing Opticians
1410 – Psychologist
1411 - Psychological Examiners
1420 - Psychological Assistant
1594 - Occupational Therapist
1595 - Occupational Therapy Assistant
1606 - Medical Doctors
1637 - Medical X- Ray Operators
1638 - Radiologist Assistant
1639 - MD Office Based Surgery
1677 - Special Training M.D.
1678 - Genetic Counselors
1702 - Advanced Practice Nurse
1703 - Registered Nurse
1704 - Licensed Practical Nurse
1812 – Optometrist
1907 - Osteopathic Physician
1944 - Osteopathic X- Ray Examiners
1977 - Special Training DO
2023 - Speech Language Pathologist
2024 – Audiologists
2025 - Speech Pathologist Assistant
2026 - Audiologist Aides
2109 - Physical Therapist
2025 - Physical Therapist Assistant
2215 – Podiatrist
2216 - Podiatric X- Ray Operators
2217 – Orthotist
2218 – Prosthetist
2219 – Pedorthists
2317 – Veterinarian
2326 - Veterinary Medical Technician
2327 - Certified Animal Euthanasia Tech
2328 - Certified Animal Chem Capture Tech
2483 – Acupuncturist
2514 - Nursing Home Administrator
2680 - Massage Therapist
2740 - Licensed Master Social Worker
2744 - Licensed Advanced Practice Social Worker
2745 - Licensed Baccalaureate Social Worker
2746 - Licensed Clinical Social Workers
2838 - Hearing Instrument Specialists
2984 - Clinical Perfusionist

3045 – Midwife
 3141 - Associate Counselor
 3142 - Certified Professional Counselor
 3143 - Certified Marital & Family Therapist
 3144 - Licensed Clinical Pastoral Therapist
 3166 - Licensed Professional Counselors
 3167 - Licensed Marital & Family Therapist
 3202 – Polysomnography
 3527 - Athletic Trainers
 3628 - Physician Assistants
 3629 - Orthopedic Physician Assistant
 3747 - Licensed Registered Respiratory Therapist
 3750 - Licensed Certified Respiratory Therapist
 3751 - Licensed Respiratory Care Assistant
 3856 – Electrologist
 3955 - Dietitian/Nutritionist
 4082 – Reflexologist
 501 - Nurse Aide
 5005 - Licensed Laboratory Personnel
 51 - RHA ADMINISTRATOR
 707 - First Responder
 718 - EMS - Personnel
 719 - Emergency Medical Dispatcher
 8078 - Alcohol and Drug Counselors
 9901 – Pharmacist
 9903 - Medical Service Representative
 9905 – Researcher
 9906 - Pharmacy Technician

A.8.a. Requirements: License Renewals for Professions. The workflow and minimum acceptable requirements confirmation activities the Contractor shall perform for Requirements: License Renewals for Professions are as follows:

- (1) Develop and confirm the Versa:Online Transaction Requirements Matrix (TRM):
 - i. Conduct working sessions with TDH to gather the requirements for each online renewal.
 - ii. Document the requirements for each online renewal under the Versa:Online Transaction Requirements Matrix.
 - iii. Prototype a select sample of online renewal transactions to assist TDH with the confirmation process.
 - iv. Conduct requirement confirmation sessions for each Board.
- (2) Develop and confirm Versa:Online Workflow documentation:
 - i. Conduct working sessions with TDH to gather the transaction assignment requirements for each online renewal listed in the Versa:Online Transaction Requirements Matrix.
 - ii. Document the transaction assignment requirements under the Versa:Online Workflow documentation.
 - iii. Conduct requirement confirmation sessions for each Board.
- (3) Develop and confirm the Versa:Online Instructional Text Worksheets:
 - i. Provide a template Instructional Text worksheet for each Board and an overview of expectations and best practices for online instructional text with TDH team.
 - ii. Conduct working sessions with TDH to gather the Instructional Text for each component (page) that make up an online renewal.
 - iii. Answer questions and provide support and advice on best practices for successful online interactions.
 - iv. Document the Instructional Text under the Versa:Online Instructional Text Worksheets.
 - v. Prototype a select sample of online transactions to assist TDH with the confirmation process.

- vi. Conduct requirement confirmation sessions for each Board.

The Contractor shall complete these activities (and any additional requirements and confirmation activities to which the State and the Contractor mutually agree) to the approval and acceptance of the State prior to distribution of payments as scheduled in Section C.3.b., Item 53 (activity set 1 and 2, immediately above) and Item 65 (activity set 3, immediately above).

A.8.b. Requirements: License Renewals for Simple Facilities: The workflow and minimum acceptable requirements confirmation activities the Contractor shall perform for Requirements: License Renewals for Simple Facilities are as follows:

- (1) Develop and confirm the Versa:Online Transaction Requirements Matrix (TRM):
 - i. Conduct working sessions with TDH to gather the requirements for each online renewal.
 - ii. Document the requirements for each online renewal under the Versa:Online Transaction Requirements Matrix.
 - iii. Prototype a select sample of online renewal transactions to assist TDH with the confirmation process.
 - iv. Conduct requirement confirmation sessions for each Board.
- (2) Develop and confirm Versa:Online Workflow documentation:
 - i. Conduct working sessions with TDH to gather the transaction assignment requirements for each online renewal listed in the Versa:Online Transaction Requirements Matrix.
 - ii. Document the transaction assignment requirements under the Versa:Online Workflow documentation.
 - iii. Conduct requirement confirmation sessions for each Board.
- (3) Develop and confirm the Versa:Online Instructional Text Worksheets:
 - i. Provide a template Instructional Text worksheet for each Board and an overview of expectations and best practices for online instructional text with TDH team.
 - ii. Conduct working sessions with TDH to gather the Instructional Text for each component (page) that make up an online renewal.
 - iii. Answer questions and provide support and advice on best practices for successful online interactions.
 - iv. Document the Instructional Text under the Versa:Online Instructional Text Worksheets.
 - v. Prototype a select sample of online transactions to assist TDH with the confirmation process.
 - vi. Conduct requirement confirmation sessions for each Board.

The Contractor shall complete these activities (and any additional requirements and confirmation activities to which the State and the Contractor mutually agree) to the approval and acceptance of the State prior to distribution of payments as scheduled in Section C.3.b., Item 54 (activity set 1 and 2, immediately above) and Item 66 (activity set 3, immediately above).

A.8.c. Requirements: Additional Initial Applications, Selected Reinstatements or Upgrades for Practitioners and Simple Facilities: The workflow and minimum acceptable requirements confirmation activities the Contractor shall perform for Requirements: Additional Initial Applications, Selected Reinstatements or Upgrades for Practitioners and Simple Facilities are as follows:

- (1) Develop and confirm the Versa:Online Transaction Requirements Matrix (TRM):
 - i. Conduct working sessions with TDH to gather the requirements for each additional initial application, selected reinstatement or upgrade online transaction.
 - ii. Document the requirements for each additional initial application, selected reinstatement or upgrade online transaction under the Versa:Online Transaction Requirements Matrix.
 - iii. Prototype a select sample of additional initial application, selected reinstatement or upgrade online transactions to assist TDH with the confirmation process.

- iv. Conduct requirement confirmation sessions for each Board.
- (2) Develop and confirm Versa:Online Workflow documentation:
 - i. Conduct working sessions with TDH to gather the transaction assignment requirements for each additional initial application, selected reinstatement or upgrade online transaction listed in the Versa:Online Transaction Requirements Matrix.
 - ii. Document the transaction assignment requirements under the Versa:Online Workflow documentation.
 - iii. Conduct requirement confirmation sessions for each Board.
- (3) Develop and confirm the Versa:Online Instructional Text Worksheets:
 - i. Provide a template Instructional Text worksheet for each Board and an overview of expectations and best practices for online instructional text with TDH team.
 - ii. Conduct working sessions with TDH to gather the Instructional Text for each component (page) that make up an additional initial application, selected reinstatement or upgrade online transaction.
 - iii. Answer questions and provide support and advice on best practices for successful online interactions.
 - iv. Document the Instructional Text under the Versa:Online Instructional Text Worksheets.
 - v. Prototype a select sample of online transactions to assist TDH with the confirmation process.
 - vi. Conduct requirement confirmation sessions for each Board.

The Contractor shall complete these activities (and any additional requirements and confirmation activities to which the State and the Contractor mutually agree) to the approval and acceptance of the State prior to distribution of payments as scheduled in Section C.3.b., Item 55 (activity set 1 and 2, immediately above) and Item 67 (activity set 3, immediately above).

A.8.d. Requirements: Miscellaneous Address Changes: The workflow and minimum acceptable requirements confirmation activities the Contractor shall perform for Requirements: Miscellaneous Address Changes are as follows:

- (1) Develop and confirm the Versa:Online Transaction Requirements Matrix (TRM):
 - i. Conduct working sessions with TDH to gather the requirements for each online miscellaneous address change transaction.
 - ii. Document the requirements for each online miscellaneous address change transaction under the Versa:Online Transaction Requirements Matrix.
 - iii. Prototype a select sample of online miscellaneous address change transactions to assist TDH with the confirmation process.
 - iv. Conduct requirement confirmation sessions for each Board.
- (2) Develop and confirm Versa:Online Workflow documentation:
 - i. Conduct working sessions with TDH to gather the transaction assignment requirements for each online miscellaneous address change transaction listed in the Versa:Online Transaction Requirements Matrix.
 - ii. Document the transaction assignment requirements under the Versa:Online Workflow documentation.
 - iii. Conduct requirement confirmation sessions for each Board.
- (3) Develop and confirm the Versa:Online Instructional Text Worksheets:
 - i. Provide a template Instructional Text worksheet for each Board and an overview of expectations and best practices for online instructional text with TDH team.
 - ii. Conduct working sessions with TDH to gather the Instructional Text for each component (page) that make up an online miscellaneous address change transaction.
 - iii. Answer questions and provide support and advice on best practices for successful online interactions.
 - iv. Document the Instructional Text under the Versa:Online Instructional Text Worksheets.
 - v. Prototype a select sample of online transactions to assist TDH with the confirmation process.

- vi. Conduct requirement confirmation sessions for each Board.

The Contractor shall complete these activities (and any additional requirements and confirmation activities to which the State and the Contractor mutually agree) to the approval and acceptance of the State prior to distribution of payments as scheduled in Section C.3.b., Item 56 (activity set 1 and 2, immediately above) and Item 68 (activity set 3, immediately above).

A.8.e. Requirements: Miscellaneous Duplicate License Print: The workflow and minimum acceptable requirements confirmation activities the Contractor shall perform for Requirements: Miscellaneous Duplicate License Prints are as follows:

- (1) Develop and confirm the Versa:Online Transaction Requirements Matrix (TRM):
 - i. Conduct working sessions with TDH to gather the requirements for each online miscellaneous duplicate license print transaction.
 - ii. Document the requirements for each online miscellaneous duplicate license print transaction under the Versa:Online Transaction Requirements Matrix.
 - iii. Prototype a select sample of online miscellaneous duplicate license print transactions to assist TDH with the confirmation process.
 - iv. Conduct requirement confirmation sessions for each Board.
- (2) Develop and confirm Versa:Online Workflow documentation:
 - i. Conduct working sessions with TDH to gather the transaction assignment requirements for each online miscellaneous duplicate license print transaction listed in the Versa:Online Transaction Requirements Matrix.
 - ii. Document the transaction assignment requirements under the Versa:Online Workflow documentation.
 - iii. Conduct requirement confirmation sessions for each Board.
- (3) Develop and confirm the Versa:Online Instructional Text Worksheets:
 - i. Provide a template Instructional Text worksheet for each Board and an overview of expectations and best practices for online instructional text with TDH team.
 - ii. Conduct working sessions with TDH to gather the Instructional Text for each component (page) that make up an online miscellaneous duplicate license print transaction.
 - iii. Answer questions and provide support and advice on best practices for successful online interactions.
 - iv. Document the Instructional Text under the Versa:Online Instructional Text Worksheets.
 - v. Prototype a select sample of online transactions to assist TDH with the confirmation process.
 - vi. Conduct requirement confirmation sessions for each Board.

The Contractor shall complete these activities (and any additional requirements and confirmation activities to which the State and the Contractor mutually agree) to the approval and acceptance of the State prior to distribution of payments as scheduled in Section C.3.b., Item 57 (activity set 1 and 2, immediately above) and Item 69 (activity set 3, immediately above).

A.8.f. Requirements: Miscellaneous Name Changes: The workflow and minimum acceptable requirements confirmation activities the Contractor shall perform for Requirements: Miscellaneous Name Changes are as follows:

- (1) Develop and confirm the Versa:Online Transaction Requirements Matrix (TRM):
 - i. Conduct working sessions with TDH to gather the requirements for each online miscellaneous name change transaction.
 - ii. Document the requirements for each online miscellaneous name change transaction under the Versa:Online Transaction Requirements Matrix.
 - iii. Prototype a select sample of online miscellaneous name change transactions to assist TDH with the confirmation process.
 - iv. Conduct requirement confirmation sessions for each Board.
- (2) Develop and confirm Versa:Online Workflow documentation:

- i. Conduct working sessions with TDH to gather the transaction assignment requirements for each online miscellaneous name change transaction listed in the Versa:Online Transaction Requirements Matrix.
 - ii. Document the transaction assignment requirements under the Versa:Online Workflow documentation.
 - iii. Conduct requirement confirmation sessions for each Board.
- (3) Develop and confirm the Versa:Online Instructional Text Worksheets:
- i. Provide a template Instructional Text worksheet for each Board and an overview of expectations and best practices for online instructional text with TDH team.
 - ii. Conduct working sessions with TDH to gather the Instructional Text for each component (page) that make up an online miscellaneous name change transaction.
 - iii. Answer questions and provide support and advice on best practices for successful online interactions.
 - iv. Document the Instructional Text under the Versa:Online Instructional Text Worksheets.
 - v. Prototype a select sample of online transactions to assist TDH with the confirmation process.
 - vi. Conduct requirement confirmation sessions for each Board.

The Contractor shall complete these activities (and any additional requirements and confirmation activities to which the State and the Contractor mutually agree) to the approval and acceptance of the State prior to distribution of payments as scheduled in Section C.3.b., Item 58 (activity set 1 and 2, immediately above) and Item 70 (activity set 3, immediately above).

A.8.g. Configuration: License Renewals for Professions. The workflow and minimum acceptable configuration activities the Contractor shall perform for Configuration: License Renewals for Professions are as follows:

- (1) Configure the Versa:Online Transactions within Versa:Online:
 - i. Configure each online renewal as outlined in the confirmed Versa:Online TRM and Instructional Text Worksheets.
 - ii. Unit Test each online renewal in preparation for user acceptance testing.
- (2) Configure the Transaction Assignment Rules within Versa:Regulation:
 - i. Configure the required Workflow Queues and Assignment Rules as outlined in the confirmed Versa:Online Workflow documentation.
 - ii. Unit Test each Workflow Queue and Assignment Rule in preparation for user acceptance testing.

The Contractor shall complete these activities (and any additional configuration activities to which the State and the Contractor mutually agree) to the approval and acceptance of the State prior to distribution of payment as scheduled in Section C.3.b., Item 59 (activity set 1 and 2, immediately above).

A.8.h. Configuration: License Renewals for Simple Facilities: The workflow and minimum acceptable configuration activities the Contractor shall perform for Configuration: License Renewals for Simple Facilities are as follows:

- (1) Configure the Versa:Online Transactions within Versa:Online:
 - i. Configure each online renewal as outlined in the confirmed Versa:Online TRM and Instructional Text Worksheets.
 - ii. Unit Test each online renewal in preparation for user acceptance testing.
- (2) Configure the Transaction Assignment Rules within Versa:Regulation:
 - i. Configure the required Workflow Queues and Assignment Rules as outlined in the confirmed Versa:Online Workflow documentation.
 - ii. Unit Test each Workflow Queue and Assignment Rule in preparation for user acceptance testing.

The Contractor shall complete these activities (and any additional configuration activities to which the State and the Contractor mutually agree) to the approval and acceptance of the State prior to distribution of payment as scheduled in Section C.3.b., Item 60 (activity set 1 and 2, immediately above).

A.8.i. Configuration: Additional Initial Applications, Selected Reinstatements or Upgrades for Practitioners and Simple Facilities: The workflow and minimum acceptable configuration activities the Contractor shall perform for Configuration: Additional Initial Applications, Selected Reinstatements or Upgrades for Practitioners and Simple Facilities are as follows:

- (1) Configure the Versa:Online Transactions within Versa:Online:
 - i. Configure each online additional initial application, selected reinstatement or upgrade as outlined in the confirmed Versa:Online TRM and Instructional Text Worksheets.
 - ii. Unit Test each online additional initial application, selected reinstatement or upgrade in preparation for user acceptance testing.
- (2) Configure the Transaction Assignment Rules within Versa:Regulation:
 - i. Configure the required Workflow Queues and Assignment Rules as outlined in the confirmed Versa:Online Workflow documentation.
 - ii. Unit Test each Workflow Queue and Assignment Rule in preparation for user acceptance testing.

The Contractor shall complete these activities (and any additional configuration activities to which the State and the Contractor mutually agree) to the approval and acceptance of the State prior to distribution of payment as scheduled in Section C.3.b., Item 61 (activity set 1 and 2, immediately above).

A.8.j. Configuration: Miscellaneous Address Changes: The workflow and minimum acceptable configuration activities the Contractor shall perform for Configuration: Initials for Simple Facilities are as follows:

- (1) Configure the Versa:Online Transactions within Versa:Online:
 - i. Configure each online miscellaneous address change as outlined in the confirmed Versa:Online TRM and Instructional Text Worksheets.
 - ii. Unit Test each online miscellaneous address change in preparation for user acceptance testing.
- (2) Configure the Transaction Assignment Rules within Versa:Regulation:
 - i. Configure the required Workflow Queues and Assignment Rules as outlined in the confirmed Versa:Online Workflow documentation.
 - ii. Unit Test each Workflow Queue and Assignment Rule in preparation for user acceptance testing.

The Contractor shall complete these activities (and any additional configuration activities to which the State and the Contractor mutually agree) to the approval and acceptance of the State prior to distribution of payment as scheduled in Section C.3.b., Item 62 (activity set 1 and 2, immediately above).

A.8.k. Configuration: Miscellaneous Duplicate License Prints: The workflow and minimum acceptable configuration activities the Contractor shall perform for Configuration: Miscellaneous Duplicate License Prints are as follows:

- (1) Configure the Versa:Online Transactions within Versa:Online:
 - i. Configure each online miscellaneous duplicate license print as outlined in the confirmed Versa:Online TRM and Instructional Text Worksheets.
 - ii. Unit Test each online miscellaneous duplicate license print in preparation for user acceptance testing.
- (2) Configure the Transaction Assignment Rules within Versa:Regulation:

- i. Configure the required Workflow Queues and Assignment Rules as outlined in the confirmed Versa:Online Workflow documentation.
- ii. Unit Test each Workflow Queue and Assignment Rule in preparation for user acceptance testing.

The Contractor shall complete these activities (and any additional configuration activities to which the State and the Contractor mutually agree) to the approval and acceptance of the State prior to distribution of payment as scheduled in Section C.3.b., Item 63 (activity set 1 and 2, immediately above).

A.8.I. Configuration: Miscellaneous Name Changes: The workflow and minimum acceptable configuration activities the Contractor shall perform for Configuration: Miscellaneous Name Changes are as follows:

- (1) Configure the Versa:Online Transactions within Versa:Online:
 - i. Configure each online miscellaneous name change as outlined in the confirmed Versa:Online TRM and Instructional Text Worksheets.
 - ii. Unit Test each online miscellaneous name change in preparation for user acceptance testing.
- (2) Configure the Transaction Assignment Rules within Versa:Regulation:
 - i. Configure the required Workflow Queues and Assignment Rules as outlined in the confirmed Versa:Online Workflow documentation.
 - ii. Unit Test each Workflow Queue and Assignment Rule in preparation for user acceptance testing.

The Contractor shall complete these activities (and any additional configuration activities to which the State and the Contractor mutually agree) to the approval and acceptance of the State prior to distribution of payment as scheduled in Section C.3.b., Item 64 (activity set 1 and 2, immediately above).

A.9. Integration Testing Release 1 (R1) and Release 2 (R2). During the Release 1 Phase and Release 2 Phase of the Contract, the Contractor shall, before releasing the software to the State for User Acceptance Testing, conduct system integration testing of the Versa:Online system to assure that the following elements operate correctly within the Versa:Online system:

- 1. Enterprise Content Management Interface (GAP 001)
- 2. Online ePayment Interface (GAP 002)
- 3. Cash Reconciliation Report (GAP 003)
- 4. Supervisory Physician Entry and Approval (including interface to Controlled Substance Master Database) (GAP 004)

Integration testing is limited to testing the new software developed and configured to implement the gaps and verifying that they are integrated with Versa:Online. The Contractor shall also assure that, as appropriate, these elements integrate with Versa:Regulation.

A.9.a. Integration Testing (R1 and R2). The workflow and minimum acceptable activities the Contractor shall perform for Integration Testing are as follows:

- (1) Prepare integration test plan.
- (2) Conduct and execute integration tests and validate results.
- (3) Demonstrate successful integration test results for TDH Project Manager.

The Contractor shall complete these activities (and any additional integration testing activities to which the State and the Contractor mutually agree) to the approval and acceptance of the State prior to distribution of payments as scheduled in Section C.3.b., Item 36 for R1 (activity set 1-3 immediately above) and Item 71 for R2 (activity set 1-3 immediately above).

A.10. Performance Testing Release 1 (R1) and Release 2 (R2). During the Release 1 Phase and Release 2 Phase of the Contract, the Contractor shall conduct system performance testing of the Versa:Online system. TDH is responsible for the installation and configuration (make operational on TDH's network) of all hardware and operating system software required for MicroPact software to operate and to meet software performance expectations. The Contractor shall perform performance testing to ensure that system performance is adequate on the hardware and system software installed by TDH within the TDH network and that this performance meets user expectations of the Versa:Online system at the system loads for each installed Versa:Online software component agreed to by the State and the Contractor.

A.10.a. Performance Testing (R1 and R2). The workflow and minimum acceptable activities the Contractor shall perform for Performance Testing are as follows:

- (1) Prepare performance test plan.
- (2) Conduct system performance testing of the TDH test Versa:Online environment.
- (3) Demonstrate performance test results for TDH Project Manager.

The Contractor shall complete these activities (and any additional performance testing activities to which the State and the Contractor mutually agree) to the approval and acceptance of the State prior to distribution of payments as scheduled in Section C.3.b., Item 35 for R1 (activity set 1-3 immediately above) and Item 72 for R2 (activity set 1-3 immediately above).

A.11. User Acceptance Testing (UAT) Release 1 (R1) and Release 2 (R2). During the Release 1 Phase and Release 2 Phase of the Contract, the Contractor and TDH shall conduct User Acceptance Testing to give TDH the opportunity to verify that the new business solution is ready for implementation and deployment into production. User acceptance testing validates that the system correctly handles TDH business processes, and the system is ready for go-live.

UAT must assure that the following license processes and interfaces operate correctly together within the Versa:Online system:

Release 1

1. Configured online transactions: Initial Applications for Professions transactions
2. Configured online transactions: Initial Applications for Simple Facilities
3. Configured online transactions: Practitioner Profile Initial input
4. Configured online transactions: Practitioner Profile Changes
5. Enterprise Content Management Interface (GAP 001)
6. Online ePayment Interface (GAP 002)
7. Cash Reconciliation Report (GAP 003)
8. Supervisory Physician Entry and Approval (including interface to Controller Substance Master Database) (GAP 004).

Release 2

1. Configured online transactions: License Renewals for Professions
2. Configured online transactions: License Renewals for Simple Facilities
3. Configured online transactions: Additional Initial Applications, Selected Reinstatements, and Upgrades for Practitioners
4. Configured online transactions: Additional Initial Applications, Selected Reinstatements, and Upgrades for Simple Facilities
5. Configured online transactions: Miscellaneous Address Changes
6. Configured online transactions: Miscellaneous Duplicate License Prints
7. Configured online transactions: Miscellaneous Name Changes

UAT must also assure that, as appropriate, these elements integrate with Versa:Regulation.

A.11.a. User Acceptance Testing (R1 and R2). The workflow and minimum acceptable activities the Contractor shall perform for UAT are as follows:

- (1) Prepare the User Acceptance test plan template and provide to TDH. (TDH is responsible for developing the UAT test plan and providing it to MicroPact at least 30 business days prior to UAT start. The UAT Test plan will outline the TDH roles, responsibilities and UAT schedule. MicroPact will provide feedback on the test plan within 5 days of receipt).
- (2) Provide TDH with MicroPact's core set of sample test cases. (TDH will prepare UAT test cases independently to reproduce business oriented processes that demonstrate the final solution meets TDH requirements, laws, statutes and administrative rules for the public-facing services provided by Versa:Online. TDH will validate the impact that the solution has on the Versa:Regulation back office database. Test cases will be provided to MicroPact at least 30 business days prior to UAT start for review and feedback. TDH is also responsible for collecting representative test data required to validate the system.)
- (3) Review and provide feedback on the TDH UAT test cases to support the license processes and interfaces for Release 1 and Release 2 listed above.
- (4) Provide assistance and support to the TDH acceptance test team. MicroPact will provide up to 20 days of onsite UAT support for each release. (TDH will assign a UAT Test Manager at least 60 business days prior to UAT start who will be responsible for the execution of UAT in accordance with the test plan and test cases. TDH will provide facilities for conducting UAT (same requirements as training). The TDH UAT Test Manager will schedule, direct, and monitor UAT participation from TDH personnel. TDH will execute the acceptance test cases and validate the test results. During UAT TDH will report weekly progress to MicroPact on the number of scripts executed, passed and failed. TDH will conduct regression testing for issues resolved prior to go-live.)
- (5) Review and triage the issues list with the TDH UAT Test Manager using the issues reporting template and issue management process. (The TDH UAT test manager will triage issues reported by TDH UAT testers.)
- (6) Upon successful completion of UAT, MicroPact will request, and TDH shall provide, an acceptance of system and certification for go-live statement.

The Contractor shall complete these activities (and any additional UAT activities to which the State and the Contractor mutually agree) to the approval and acceptance of the State prior to distribution of payments as scheduled in Section C.3.b., Items 37 and 38 for R1 (activity set 1-6 immediately above) and Items 73 and 74 for R2 (activity set 1-6 immediately above).

A.11.b. Outstanding Defects. It is reasonable to expect that some defects will likely remain in the software and will be resolved after it is deployed. The presence of a reasonable level of defects that do not interrupt business or cause data corruption shall not delay the decision to begin using the software in production.

The following is a table of defect levels and the quantity of each that is the maximum acceptable number of defects.

SEVERITY	DEFINITION	GO-LIVE CRITERIA
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SEVERITY	DEFINITION	GO-LIVE CRITERIA
Level 1 – Blocker	<p>A problem with software or a component causing critical impact to Client’s business operation.</p> <ul style="list-style-type: none"> ○ Compromises the integrity of data, ○ Does not leave an audit trail, ○ Impairs the ability of a function or process to carry out essential processing; <p>and provides no reasonably acceptable work-around solution to allow work to continue within the system.</p> <p><i>This priority code is assigned to critical system defects that stop all or an essential part of the MicroPact applications from working.</i></p>	Zero (0) identified defects will remain open
Level 2 – High	A defect that adversely affects the ability of a function or process to carry out <u>critical</u> processing <i>but for which there is a work-around solution that is reasonably acceptable while the responsible party repairs the defect.</i>	Two (2) or fewer identified defects will remain open per participating board
Level 3 – Moderate	A defect that adversely affects the ability of a function or process but a practical workaround exists while the responsible party repairs the defect.	Ten (10) or fewer identified defects will remain open per participating board
Level 4 – Minor	All other defects that do not reduce the integrity of the data or materially affect the ability of a function or process to carry out critical or non-critical processing.	Because processing is not substantially affected, defects of this type will not preclude acceptance.

A.12. Versa:Online Administration Training Preparation and Delivery (R1). (Internal TDH system users were trained on Versa:Regulation in the prior project.) The training to be provided under this contract will enable TDH System Administrators that are very familiar with business rules and requirements to navigate and operate the system and maintain the system configuration. They will be the lead TDH personnel who will be the first point of contact for support for the application and will be available to facilitate future training sessions for agency staff who will also participate in User Acceptance Testing.

During the Release 1 (R1) Phase of the Contract, the Contractor shall train the TDH system administrators to:

1. Understand, participate in, and approve the solution configuration.
2. Prepare for Versa:Online User Acceptance Testing.

A.12.a. Versa:Online Administration Training. The workflow and minimum acceptable activities the Contractor shall perform for the Versa:Online Administration Training during the Release 1 Phase of the contract is as follows:

- (1) Prepare and deliver the Training Plan and all training materials.
- (2) Deliver the Versa:Online System Administrator's Guide.
- (3) Conduct the training at a TDH site unless otherwise negotiated. MicroPact will train a maximum of five (5) TDH staff members in the configuration and administration of the system over a four day class. (TDH will be responsible for providing all necessary training facilities and equipment including: computers for each student, connections

to the training environment, projector and whiteboards. TDH will also be responsible for replicating all training materials provided.)

- (4) Collect TDH feedback on training effectiveness and results and prepare and deliver a Training Completion Report.

The Contractor shall complete these activities (and any additional training activities to which the State and the Contractor mutually agree) to the approval and acceptance of the State prior to distribution of payment as scheduled in Section C.3.b., Item 39 (activity set 1-4 above).

- A.13. Go Live Support - Release 1 (R1) and Release 2 (R2). During the Release 1 Phase and Release 2 Phase of the Contract, the Contractor shall provide Go Live Support of the Versa:Online system. MicroPact's Project Manager will work closely with the TDH Project Manager to define a Deployment Plan for the cut-over to production. This plan will document the critical activities, responsibilities, and deadlines for each component of the transition of the system to live production. MicroPact will provide on-site support for up to ten (10) work days following the cut-over of the system to production to support TDH staff during the change-over to the new system. Following deployment, the MicroPact Project Manager will work with TDH's Project Manager to schedule a post-implementation project review and lessons learned meeting.

Specific deliverables provided during this activity include:

1. Go-live Deployment Plan
2. On-site Go-live support
3. Project Close-out and Lessons Learned

- A.13.a. Go Live Support - (R1 and R2). The workflow and minimum acceptable activities the Contractor shall perform for Go Live Support are as follows:

- (1) Create the Go Live deployment plan in conjunction with the TDH Project Manager.
- (2) Assist with production deployment of Versa:Online, including all configuration and modifications.
- (3) Provide on-site support (up to 10 work days) after the Go Live date.
 - a. Assist TDH in day-to-day use and operation of the new system providing additional direction and instruction where required.
 - b. Assist users with any technical problems or system understanding.
 - c. Assist with issue identification, management, and resolution.
 - d. Identify and correct any production issues and correct configuration defects.
- (4) Facilitate a Project Lessons Learned review meeting and document results.

The Contractor shall complete these activities (and any additional Go Live Support activities to which the State and the Contractor mutually agree) to the approval and acceptance of the State prior to distribution of payments as scheduled in Section C.3.b., Item 40 for R1 (activity set 1-4 immediately above) and Items 75 and 76 for R2 (activity set 1-4 immediately above).

- A.14. Versa: Regulation Post Go Live Enhancements. Versa:Regulation has been live at the TDH Division of Environmental Health (EH) since November 2013 and live at the TDH Division of Health Licensing Regulation (HLR) since April 2015. Since go live, a number of Project Change Requests (PCR's – system enhancements for TDH) were implemented under a previous contract.

A.14.a. PCR's 57, 58, and 60. The following 3 - PCR's were developed and implemented under a previous contract (34310-17011) but were not invoiced under that contract. These PCR's will be invoiced under this contract and submitted for payment upon contract signing. Software Maintenance and support for these PCR's will be included in the annual Versa:Regulation Software and Maintenance payments included in Contract Section A.18.b.

(1) PCR 57 (9 cases)

- i. Add license types to tndh73 – Case 64345
- ii. Agency source breakdown report (ACS) – Case 63604
- iii. Upper case for city field – Case 64334
- iv. Modifier added to ezExport – Case 64323
- v. Signature RSD future date restriction – Case 64331
- vi. Change in docket field – Case 22858
- vii. Abuse Registry Detail report – Case 34047
- viii. EMS extract DBR – Case 39023
- ix. Excel output and rank parameter – aa84 Changes – Case 64333

(2) PCR 58 (1 case)

- i. Add practice address for Pharmacists on the practitioner profile

(3) PCR 60 (6 cases)

- i. Board status change detailed listing report – Case 10158
- ii. Payment history combined DBR – Case 34039
- iii. Privilege tax delinquency process – Case 64340
- iv. Revenue Lockbox interface (part #2) – Case 64342
- v. Modifications on tndh44 and tndh07 – Case 64952
- vi. Health care facility qualification extract Case 65006

The Contractor shall complete these activities (and any additional Versa:Regulation Post Go Live – PCR activities to which the State and the Contractor mutually agree) to the approval and acceptance of the State prior to distribution of payments as scheduled in Section C.3.b., Item 81 for PCR 57, Item 82 for PCR 58, and Item 83 for PCR 60.

A.14.b. PCR's 61 and 62. Two (2) additional PCR's will be developed and implemented under this Contract.

During the Contract period, the Contractor shall finalize requirements, design, develop, test and deliver the following PCR's to TDH:

(1) PCR 61 (9 cases)

- a. Open case activity history report – Case 22859
- b. Closed case report changes – Case 22862
- c. Clone to copy allegations – Case 33976
- d. EMS – map EMR to FR rank - Case 64322
- e. Workflow alerts for BIV – Case 64336
- f. Checklist for duplicates – Case 64339
- g. Modifications to tndh23, tndh21 and tndh28 – Case 64341
- h. Public case indicator – Case 64344
- i. OGC electronic case notifications – Case 65628

(2) PCR 62 (1 case)

a. FileNet Upgrade (ECM) – Case TNDOH1-1440

The workflow and minimum acceptable activities the Contractor shall perform for Versa:Regulation Post Go Live Enhancements are as follows:

- (1) Perform the required development, configuration, and internal testing according to the approved Detailed Business Requirements (DBR) documents (These DBR documents have been previously approved by TDH. Any implementation delays caused by TDH, changes to requirements, or newly discovered requirements following sign-off may require a modification to the DBR that may affect cost.)
- (2) Deploy deliverables to the TDH Test environment upon completion.
- (3) During User Acceptance Testing (UAT) remediate TDH reported code or configuration defects that fail to meet the specifications of the approved DBR documents and deliver to TDH for retesting. Defect resolution may extend past the initial UAT period. (TDH is responsible for UAT of all delivered enhancements, which is to be completed no later than 15 business days after MicroPact delivers final code to TDH. UAT will be limited to ensuring that modifications meet the agreed upon DBR criteria. MicroPact will provide fixes during the UAT period. It is possible that fixes for issues reported by TDH during UAT may extend past the initial 15 day UAT period, but initial UAT of all these cases must be performed over the 15 day UAT period. TDH will assign the appropriate resources who have the required system and business process knowledge to test the enhancements. UAT will begin immediately upon delivery of the enhancements and any issues or acceptance will be reported as they are discovered over the 15 days rather than at the end of UAT period. TDH will acknowledge acceptance of each case included in each enhancement via email to “close” the individual case over a UAT period.)

A.14.c. Attachment 7 details the changes to the currently installed Versa:Regulation application to be made during the Contract.

The Contractor shall complete these activities (and any additional Versa:Regulation Post Go Live – PCR activities to which the State and the Contractor mutually agree) to the approval and acceptance of the State prior to distribution of payments as scheduled in Section C.3.b., Item 84 for PCR 61 and Item 85 for PCR 62.

A.15. Expansion of the System. Future State legislation or other requirements may cause expansion of Versa:Online and/or Versa:Regulation in various ways, including but not limited to the number of users or professions (aka license types) as applicable. The Contractor shall provide support for any additional licenses purchased for system expansion in the same manner as provided for all other licenses in this contract

A.15.a Additional Users. Versa:Regulation. The State may request additional licenses if its user population exceeds the three hundred (300) named users provided in the initial base license purchase. The Contractor agrees to provide, at the State’s request, additional user licenses to supplement the base license. These additional licenses will be procured in blocks of twenty-five (25) concurrent user licenses.

A.15.b Additional Professions. Versa:Online and Versa:Regulation. The State may require additional Profession licenses during the term of this contract as necessary. The Contractor agrees to provide, at the State’s request, additional profession licenses as necessary. The State may request such additional licenses if the professions supported exceeds the one hundred forty (140) licenses for Versa:Regulation and the one hundred forty three (143) licenses for Versa:Online.

A.16. Project Change Request (PCR) Services.

1. At the State's request, the Contractor shall provide professional services to the State for Versa:Online and Versa:Regulation, as described in Section A.17., *Project Change Requests (PCR)*. The professional services may be provided either on or off-site. The types of professional services provided may include, but not be limited to, on-site technical support, project management, software analysis, design, implementation, and training. These services, if requested, shall be distinct from Software Maintenance and Support described in Contract Section A.18.
2. The State retains full control of the timing and usage of all Professional Services and there is no guarantee the State will use any of the Contractor's Professional Services.

A.17. Project Change Requests (PCR). The State may, at its sole discretion and with written notice to the Contractor, request changes in the scope of services that are necessary but were not specified in this Contract.

A.17.a. Memorandum of Understanding. Within ten (10) business days after the State and the Contractor have documented, and the State has approved the requirements for a PCR (the requirements of which are the basis for determining how the schedule will change and at what cost), the Contractor shall respond with a written proposal for completing the service. Said proposal must specify:

- (1) The effect, if any, of implementing the requested change(s) on all other services required under this Contract;
- (2) The specific effort involved in completing the change(s);
- (3) The expected schedule for completing the change(s);
- (4) The maximum number and type of person hours required for the change(s), and
- (5) The maximum cost for the change(s).

The Contractor shall not perform any PCR service until the State has approved the PCR proposal. If approved, the State will sign the PCR proposal, and it shall constitute a Memorandum of Understanding (MOU) between the Contract Parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Contract.

A.17.b. PCR Performance. Subsequent to State approval of an MOU, the Contractor shall complete the required PCR services. The State will be the sole determinant of the acceptable completion of PCR work and, upon such determination, shall provide the Contractor written approval of the work.

A.18. Software Maintenance and Support. The Contractor shall provide Software Maintenance and Support for Versa:Online and Versa:Regulation Software as described below.

A.18.a. Versa:Online Software Maintenance and Support Fees shall be paid as follows and as listed in Contract Section C.3.b. Items 77, 78, 79, and 80.

- (1) Year 1, Annual Software Maintenance and Support fees for Versa:Online are not applicable during the implementation phase taking place in Year 1.
- (2) Year 2 Annual Software Maintenance and Support fees for Versa:Online shall be paid upon the completion and State's approval of Release 1 (R1) being successfully implemented into the production environment scheduled for month 13 as listed in Attachment 2 and Contract Section C.3.b., Item 77.
- (3) Year 3 Annual Software Maintenance and Support fees for Versa:Online shall be paid upon the completion and State's approval of Release 2 (R2) being successfully

implemented into the production environment scheduled for month 22 as listed in Attachment 2 and Contract Section C.3.b. Item 78.

- (4) Year 4 Annual Software Maintenance and Support fees for Versa:Online shall be paid as listed in Contract Section C.3.b. Item 79 at the Contract Anniversary Date.
- (5) Year 5 Annual Software Maintenance and Support fees for Versa:Online shall be paid as listed in Contract Section C.3.b. Item 80 at the Contract Anniversary Date.
- (6) Any additional PCRs and/or ISUs not specified in this contract may incur additional incremental software maintenance.

A.18.b. Versa:Regulation Software Maintenance and Support Fees shall be paid as follows and as listed in Contract Section C.3.b. Items 86, 87a, 87b., 88, 89, and 90.

- (1) Year 1 Annual Software Maintenance and Support fees for Versa:Regulation shall be paid as listed in Contract Section C.3.b. Item 86 at Contract Anniversary Date.
- (2) Year 2 Annual Software Maintenance and Support fees for Versa:Regulation shall be paid as listed in Contract Section C.3.b. Item 87a at the Contract Anniversary Date.
 - i. An additional Project Change Request (PCR) Maintenance fee shall be paid upon the completion and State's approval and acceptance of PCR 61 and 62 as detailed in Attachment 4 and listed in Contract Section C.3.b. item 87b.
- (3) Year 3 Annual Software Maintenance and Support fees for Versa:Regulation shall be paid as listed in Contract Section C.3.b. Item 88 at the Contract Anniversary Date.
- (4) Year 4 Annual Software Maintenance and Support fees for Versa:Regulation shall be as listed in Contract Section C.3.b. Item 89 at the Contract Anniversary Date.
- (5) Year 5 Annual Software Maintenance and Support fees for Versa:Regulation shall be as listed in Contract Section C.3.b. Item 90 at the Contract Anniversary Date.
- (6) Any additional PCRs and/or named users not specified in this contract may incur additional incremental software maintenance.

A.18.c. The Contractor shall:

- (1) Make all necessary adjustments, modifications, and repairs for software to operate with minimal interruptions and comply with applicable federal laws and regulations.
- (2) Analyze and correct reported software malfunctions and any reported latent deficiencies.
- (3) Incorporate and test any supported customizations into the new software version.
- (4) Provide software modifications for operation within the infrastructure in which the software is installed, provided the State is using the software in an operating environment specified by Attachment 6.

- (5) Provide new versions of the software, including hotfixes and enhancements. Complete documentation of all system enhancements or revisions will be provided with new releases of software. Documentation must describe, in a user-friendly manner, what the user needs to know to understand each level on which the software operates.
- (6) Provide modifications and enhancements, as defined in Section A.17 (*Project Change Requests*). All such modifications and enhancements will be developed consistent with and operate with the existing System at no loss of function to the existing software. Modifications and enhancements will be delivered:
 - i. Installed, or installable, on the State Computer system,
 - ii. Must operate without abnormal program interruptions,
 - iii. Must substantially provide the functions as required by the specifications and as described by documentation supplied by Contractor, and
 - iv. Be provided with updates to the documentation, including the approved Detailed Business Requirements document, the Functional Specification/Design Document and documentation of any related database changes for the affected portion(s) of the system.
- (7) At no additional cost to the State, ensure that any new version of the Software provided to the State shall contain any and all modifications and enhancements that were developed for the State.
- (8) Provide customer support services to the State via a toll-free telephone number, web-based interface, or email between the hours of 7:00 a.m. and 5:00 p.m. Central Standard Time, Monday through Friday, excluding State Holidays.
- (9) Respond to problems, requests for technical support, or requests for information within three business (3) days, by correcting the problem, providing technical support or information requested, or providing a plan, including a delivery date, for the problem correction, technical support or information requested. Responses to problems identified by the State as urgent will be made within one (1) day.

A.18.d. The State:

- (1) May request modifications and enhancements to the software as defined in *Section A.17 (Project Change Requests)*.
- (2) Will accept software modifications, adjustments, repairs, new versions, and enhancements by this process:
 - i. On notice from the Contractor that software is delivered, the State will review, validate the delivery of the software, and test the software,
 - ii. Within 30 days, notify Contractor of acceptance or the specific shortcomings with respect to specifications of the software, documentation, efficiency or performance. If the State does not respond within 30 days the software will be considered accepted for the purpose of payment of an invoice; however, the State may notify the Contractor of latent shortcomings for subsequent correction.
- (3) May choose to purchase additional software modules within the general scope of the Contract. If the State so chooses, maintenance for the additional software modules will be included in the acquisition cost in the Contract fiscal year in which it was purchased; in subsequent years the costs will be added to Base

License System Support fees. This action will be accomplished through an amendment to the current contract.

- (4) May choose to stay within two years of the current release of Contractor's software. The State reserves the right, if it is deemed to be in the State's best interest, not to install the most recent, new versions of the Contractor's software.
- (5) Shall provide Contractor necessary access, with appropriate security restrictions, to the software and equipment on which it runs in order to effect necessary adjustments and repairs.

A.18.e. Exclusions. The Contractor is not required to perform Support with respect to the following:

- (1) Assistance in resolving problems due to the State's modification of the software;
- (2) Problems encountered as a result of third-party products co-resident on the system;
- (3) Assistance in resolving software problems other than those associated with the software, including, but not limited to, problems with the hardware and its operating system, communications and system administration-related problems;
- (4) Assistance in migrating to new releases of other software products;
- (5) Assistance in resolving problems due to using the software in an operating environment not specified by Attachment 6;

A.18.f. Other Maintenance Services. Annual Maintenance services do not include the following items but MicroPact will provide such services on the basis of the Project Change Request (PCR) process at the rates listed in Section C – *Hourly Rates for Additional Services*.

- (1) Changes to set-up or configuration
- (2) Support of Customer changes to set-up or configuration
- (3) Database administration services
- (4) Infrastructure support including troubleshooting Customer environment
- (5) Customer new hire or refresher staff training
- (6) Implementation, data conversion, configuration or acceptance testing of major new versions or enhancements
- (7) Deployment of any hotfix, minor or major release updates to Customer environments
- (8) Operations support
- (9) Enhancements or customizations to the Versa software
- (10) Maintenance of third party interfaces for which periodic updates are required

- A.19. System Documentation. The Contractor shall provide at no additional cost to the State, the following Versa:Online Documentation.
- A.19.a. User Manual. This manual shall provide complete information and instructions in the day-to-day, non-technical business use of the Versa:Online System.
- A.19.b. User Quick Reference Guide. This guide will provide a reference for casual or infrequent users that will enable them to quickly access major functions of the system without having to refer to the User Manual.
- A.19.c. Operations Manual. This manual shall provide complete information and instructions in the technical operation, maintenance, and administration of the Versa:Online System.
- A.20. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty general offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

- A.21. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

- B.1 This Contract shall be effective on January 19, 2016 ("Effective Date") and extend for a period of thirty-six (36) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
- B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed Four Million, Thirty Six Thousand, Six Hundred Seventy-Nine Dollars (\$4,036,679) (“Maximum Liability”). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. **Compensation Firm.** The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. **Payment Methodology.** The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
- a. The Contractor’s compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
Versa:Online – License Fees License fees for Versa:Online are comprised of a single, one-time fixed fee for the base license and individual license types (e.g. nurse, pharmacist, MD, etc...) based on a rate of \$400 per license type	\$107,200 To be paid as listed below
<u>Item 1.</u> <u>Base License Fee:</u> A single, one-time, fixed cost to provide a license (or licenses) to the State to use the application. This shall be paid at the completion and State’s approval and acceptance of successful software installation, scheduled for month 3 as listed in Attachment 2 and Contract Sections A.2.a. and A.5.	\$50,000
<u>Item 2.</u> <u>Additional Licenses:</u> A total of one hundred forty three (143) additional license types have been identified. These shall be paid at completion and State’s approval and acceptance of Contract Sections A.6.e. and A.6.f. <u>Requirements Confirmation and Configuration</u> <ul style="list-style-type: none"> • Configuration: Initials for Professions & Simple Facilities (180), which are scheduled for month 5 as listed in Attachment 2 and Contract Sections A.6.e. and A.6.f. Unit Cost \$400 x Quantity 143 = \$57,200 	\$57,200
Versa:Online - Release 1 (R1) Payments for Deliverables	
Versa:Online – Project Management (PM) Fees for R1	\$399,800

Payment for Project Management (PM) fees are tied to Contract Section A.4., A.4.a., and specific milestones/deliverables during R1 of the project as follows:	To be paid as listed below
<p>Item 3. PM payment for “Project Initiation Deliverables and Kick Off” for month 1 as listed in Attachment 2, and Contract Sections A.3.a. and A.3.b., shall be paid after a “Project Kickoff Meeting” and the State’s approval and acceptance of the “Project Management Plan” and “Change Control Plan”.</p>	\$50,000
<p>Item 4. Ongoing PM payments shall be made upon completion and State’s approval and acceptance of the following deliverable scheduled for month 3 as listed in Attachment 2 and Contract Sections A.6.a.(1), A.6.a.(2), and A.6.b.(1), and A.6.b.(2).</p> <p><u>Requirements Confirmation and Configuration</u></p> <ul style="list-style-type: none"> • Requirements: Initials for Professions & Simple Facilities (180) 	\$80,723
<p>Item 5. Ongoing PM payments shall be made upon completion and State’s approval and acceptance of the following deliverables scheduled for month 4 as listed in Attachment 2 and Contract Sections A.6.c.(1), A.6.c.(2), A.6.d.(1), A.6.d.(2), A.7.a, A.7.b, A.7.c, and A.7.d</p> <p><u>Requirements Confirmation and Configuration</u></p> <ul style="list-style-type: none"> • Requirements: Practitioner Profile Initial Input (35) • Requirements: Practitioner Profile Changes (35) <p><u>Phase 1 Develop System Modifications (Gaps)</u></p> <ul style="list-style-type: none"> • GAP001 - ECM Interface • GAP002 - ePay Interface with NIC • GAP003 - Cash Reconciliation Report • GAP004 - Supervisory Physician Entry and Approval Process 	\$26,908
<p>Item 6. Ongoing PM payments shall be made upon completion and State’s approval and acceptance of the following deliverable scheduled for month 5 as listed in Attachment 2 and Contract Sections A.6.e. and A.6.f.</p> <p><u>Requirements Confirmation and Configuration</u></p> <ul style="list-style-type: none"> • Configuration: Initials for Professions & Simple Facilities (180) 	\$26,908
<p>Item 7. Ongoing PM payments shall be made upon completion and State’s approval and acceptance of the following deliverables scheduled for month 6 as listed in Attachment 2 and Contract Sections A.6.g. and A.6.h.</p> <p><u>Requirements Confirmation and Configuration</u></p> <ul style="list-style-type: none"> • Configuration: Practitioner Profile Initial Input (35) • Configuration: Practitioner Profile Changes (35) 	\$26,908
<p>Item 8. Ongoing PM payments shall be made upon completion and State’s approval and acceptance of the following deliverables scheduled for month 7 as listed in Attachment 2 and Contract Sections A.7.a. and A.7.b.</p> <p><u>Phase 1 Develop System Modifications (Gaps)</u></p> <ul style="list-style-type: none"> • GAP001 - ECM Interface • GAP002 - ePay Interface with NIC 	\$26,908
<p>Item 9. Ongoing PM payments shall be paid upon completion and State’s approval and acceptance of the following deliverables scheduled for month 8 as listed in Attachment 2 and Contract Sections A.6.a.(3), A.6.b.(3), and A.7.c.</p> <p><u>Requirements Confirmation and Configuration</u></p> <ul style="list-style-type: none"> • Client Text: Initials for Professions & Simple Facilities (180) <p><u>Phase 1 Develop System Modifications (Gaps)</u></p> <ul style="list-style-type: none"> • GAP003 - Cash Reconciliation Report 	\$26,908

<p>Item 10. Ongoing PM payments shall be made upon completion and State's approval and acceptance of the following deliverables scheduled for month 9 as listed in Attachment 2 and Contract Sections A.6.c.(3), A.6.d.(3), and A.7.d.</p> <p><u>Requirements Confirmation and Configuration</u></p> <ul style="list-style-type: none"> • Client Text: Practitioner Profile Initial Input (35) • Client Text: Practitioner Profile Changes (35) <p><u>Phase 1 Develop System Modifications (Gaps)</u></p> <ul style="list-style-type: none"> • GAP004 - Supervisory Physician Entry and Approval Process 	<p>\$26,908</p>
<p>Item 11. Ongoing PM payments shall be made upon completion and State's approval and acceptance of the following deliverables scheduled for month 10 as listed in Attachment 2 and Contract Sections A.9., A.9.a., A.10., and A.10.a</p> <ul style="list-style-type: none"> • <u>Integration Testing</u> • <u>Performance Testing</u> 	<p>\$26,908</p>
<p>Item 12. Ongoing PM payments shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 11 as listed in Attachment 2 and Contract Section A.11.</p> <ul style="list-style-type: none"> • <u>UAT Support</u> 	<p>\$26,908</p>
<p>Item 13. Ongoing PM payments shall be made upon completion and State's approval and acceptance of the following deliverables scheduled for month 12 as listed in Attachment 2 and Contract Sections A.11 and A.12.</p> <ul style="list-style-type: none"> • <u>UAT Support</u> • <u>Training Preparation and Delivery</u> 	<p>\$26,908</p>
<p>Item 14. Ongoing PM payments shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 13 as listed in Attachment 2 and Contract Section A.13.</p> <ul style="list-style-type: none"> • <u>Go Live Support</u> 	<p>\$26,908</p>
<p>Versa:Online – Technical Management / COTS Installation/Support Fees for Release 1</p> <p>Payment for Technical Management / COTS (Commercial Off The Shelf) Installation/Support fees are tied to three (3) specific milestones/deliverables during R1 of the project as follows:</p>	<p>\$110,900 To be paid as listed below</p>
<p>Item 15. The first Technical Management payment shall be made at the completion and State's approval and acceptance of successful software installation scheduled for month 3 as listed in Attachment 2 and Contract Sections A.6.a and A.6.b.</p> <p><u>Requirements Confirmation and Configuration</u></p> <ul style="list-style-type: none"> • Requirements: Initials for Professions & Simple Facilities (180) 	<p>\$55,450</p>
<p>Item 16. The second Technical Management payment shall be made upon completion and State's approval and acceptance of the following deliverables scheduled for month 10 as listed in Attachment 2 and Contract Sections A.9., A.9.a, A.10., and A.10.a.</p> <ul style="list-style-type: none"> • <u>Integration Testing</u> • <u>Performance Testing</u> 	<p>\$27,725</p>
<p>Item 17. The third Technical Management payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 13 as listed in Attachment 2 and Contract Section A.13., and A.13.a.</p>	<p>\$27,725</p>

<ul style="list-style-type: none"> <u>Go Live Support</u> 	
<p>Versa:Online – Requirements Confirmation and Configuration; Deliverables for Release 1</p> <p>Payments for <u>Requirements Confirmation and Configuration</u> deliverables are tied to specific milestones/deliverables during R1 of the project as follows:</p>	<p>\$650,000</p> <p>To be paid as listed below</p>
<p>Item 18. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 3 as listed in Attachment 2, Contract Sections A.6.a.(1), A.6.a.(2), and A.6.b.(1), and A.6.b.(2).</p> <ul style="list-style-type: none"> Requirements: Initials for Professions & Simple Facilities (180) 	<p>\$189,016</p>
<p>Item 19. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 4 as listed in Attachment 2 and Contract Sections A.6.c.(1), A.6.c.(2).</p> <ul style="list-style-type: none"> Requirements: Practitioner Profile Initial Input (35) 	<p>\$40,032</p>
<p>Item 20. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 4 as listed in Attachment 2 and Contract Sections A.6.d.(1), A.6.d.(2).</p> <ul style="list-style-type: none"> Requirements: Practitioner Profile Changes (35) 	<p>\$40,032</p>
<p>Item 21. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 5 as listed in Attachment 2 and Contract Sections A.6.e. and A.6.f.</p> <ul style="list-style-type: none"> Configuration: Initials for Professions & Simple Facilities (180) 	<p>\$109,984</p>
<p>Item 22. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 6 as listed in Attachment 2 and Contract Section A.6.g.</p> <ul style="list-style-type: none"> Configuration: Practitioner Profile Initial Input (35) 	<p>\$23,524</p>
<p>Item 23. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 6 as listed in Attachment 2 and Contract Section A.6.h.</p> <ul style="list-style-type: none"> Configuration: Practitioner Profile Changes (35) 	<p>\$23,524</p>
<p>Item 24. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 8 as listed in Attachment 2 and Contract Sections A.6.a.(3). and A.6.b.(3).</p> <ul style="list-style-type: none"> Client Text: Initials for Professions & Simple Facilities (180) 	<p>\$156,619</p>
<p>Item 25. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 9 as listed in Attachment 2 and Contract Section A.6.c.(3). and A.6.d.(3).</p> <ul style="list-style-type: none"> Client Text: Practitioner Profile Initial Input (35) 	<p>\$33,635</p>
<p>Item 26. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 9 as listed in Attachment 2 and Contract Section A.6.d.(3).</p> <ul style="list-style-type: none"> Client Text: Practitioner Profile Changes (35) 	<p>\$33,635</p>
<p>Versa:Online – Phase 1 Develop System Modifications (Gaps); Deliverables for Release 1</p> <p>Payments for <u>Phase 1 Develop System Modifications (Gaps)</u> are tied to specific milestones/deliverables during R1 of the project as follows:</p>	<p>\$256,900</p> <p>To be paid as listed below</p>
<p>Item 27. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 4 as listed in Attachment 2 and Contract Sections A.7.a(1), A.7.a.(2), and</p>	<p>\$14,680</p>

A.7.a.(3). <ul style="list-style-type: none"> GAP001 - ECM Interface 	
Item 28. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 7 as listed in Attachment 2 and Contract Sections A.7.a.(4), and A.7.a.(5). <ul style="list-style-type: none"> GAP001 - ECM Interface 	\$44,040
Item 29. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 4 as listed in Attachment 2 and Contract Sections A.7.b.(1), A.7.b.(2), and A.7.b.(3). <ul style="list-style-type: none"> GAP002 - ePay Interface with NIC 	\$11,010
Item 30. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 7 as listed in Attachment 2 and Contract Sections A.7.b.(4), and A.7.b.(5). <ul style="list-style-type: none"> GAP002 - ePay Interface with NIC 	\$33,030
Item 31. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 4 as listed in Attachment 2 and Contract Sections A.7.c.(1), A.7.c.(2), and A.7.c.(3). <ul style="list-style-type: none"> GAP003 - Cash Reconciliation Report 	\$11,010
Item 32. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 8 as listed in Attachment 2 and Contract Sections A.7.c.(4), and A.7.c.(5). <ul style="list-style-type: none"> GAP003 - Cash Reconciliation Report 	\$33,030
Item 33. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 4 as listed in Attachment 2 and Contract Sections A.7.d.(1), A.7.d.(2), and A.7.d.(3). <ul style="list-style-type: none"> GAP004 - Supervisory Physician Entry and Approval Process 	\$27,525
Item 34. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 9 as listed in Attachment 2 and Contract Sections A.7.d.(4), and A.7.d.(5). <ul style="list-style-type: none"> GAP004 - Supervisory Physician Entry and Approval Process 	\$82,575
Versa:Online – Performance Testing; Deliverable for Release 1 Item 35. Payment for Performance Testing shall be made upon completion and State's approval and acceptance of the deliverable scheduled for month 10 as listed in Attachment 2 and Contract Sections A.10. and A.10.a.	\$36,400
Versa:Online – Integration Testing; Deliverable for Release 1 Item 36. Payment for Integration Testing shall be made upon completion and State's approval and acceptance of the deliverable scheduled for month 10 as listed in Attachment 2 and Contract Sections A.9. and A.9.a.	\$25,400
Versa:Online – User Acceptance Testing (UAT) Support; Deliverables for Release 1 Payments for UAT Testing are tied to specific milestones/deliverables during R1 of the project as follows:	\$152,800 To be paid as listed below
Item 37. Payment for UAT Testing shall be made upon completion and State's approval and acceptance of the deliverable scheduled for month 11 as	\$76,400

listed in Attachment 2 and Contract Section A.11. and A.11.a.	
Item 38. Payment for UAT Testing shall be made upon completion and State's approval and acceptance of the deliverable scheduled for month 12 as listed in Attachment 2 and Contract Section A.11. and A.11.a.	\$76,400
Versa:Online – Training Preparation and Delivery; Deliverable for Release 1	
Item 39. Payment for Training Preparation and Delivery shall be made upon completion and State's approval and acceptance of the deliverable scheduled for month 12 as listed in Attachment 2 and Contract Sections A.12. and A.12.a.	\$14,000
Versa:Online – Go Live Support; Deliverable for Release 1	
Item 40. Payment for Go Live Support shall be made upon completion and State's approval and acceptance of the deliverable scheduled for month 13 as listed in Attachment 2 and Contract Sections A.13. and A.13.a.	\$40,800
Versa:Online - Release 2 (R2) Payments for Deliverables	
Versa:Online – Project Management (PM) Fees for R2 Payment for Project Management (PM) fees are tied to specific milestones/deliverables during R2 of the project as follows:	\$276,750 To be paid as listed below
Item 41. Ongoing PM payments shall be made upon completion and State's approval and acceptance of the following deliverables scheduled for month 14 as listed in Attachment 2 and Contract Sections A.8.a.(1), A.8.a.(2), and A.8.b.(1), and A.8.b.(2). Requirements Confirmation and Configuration <ul style="list-style-type: none">• Requirements: Renewals (All Professions) - 125• Requirements: Renewals (Facilities in NIC) - 30	\$30,750
Item 42. Ongoing PM payments shall be made upon completion and State's approval and acceptance of the following deliverables scheduled for month 15 as listed in Attachment 2 and Contract Sections A.8.c.(1), A.8.c.(2), A.8.g., and A.8.h. Requirements Confirmation and Configuration <ul style="list-style-type: none">• Requirements: Addt'l Initials, Reinstatements, Upgrades -50• Configuration: Renewals (All Professions) - 125• Configuration: Renewals (Facilities in NIC) - 30	\$30,750
Item 43. Ongoing PM payments shall be made upon completion and State's approval and acceptance of the following deliverables scheduled for month 16 as listed in Attachment 2 and Contract Sections A.8.d.(1), A.8.d.(2), A.8.e.(1), A.8.e.(2), A.8.f.(1), A.8.f.(2), A.8.i, A.8.a.(3), A.8.b.(3). Requirements Confirmation and Configuration <ul style="list-style-type: none">• Requirements: Misc - Address Change - 79• Requirements: Misc - Duplicate License Print - 79• Requirements: Misc - Name Change - 79• Configuration: Addt'l Initials, Reinstatements, Upgrades - 50• Client Text: Renewals (All Professions) - 125• Client Text: Renewals (Facilities in NIC) - 30	\$30,750
Item 44. Ongoing PM payments shall be made upon completion and State's	

<p>approval and acceptance of the following deliverables scheduled for month 17 as listed in Attachment 2 and Contract Sections A.8.j., A.8.k., A.8.l., and A.8.c.(3).</p> <p><u>Requirements Confirmation and Configuration</u></p> <ul style="list-style-type: none"> • Configuration: Misc - Address Change - 79 • Configuration: Misc - Duplicate License Plate - 79 • Configuration: Misc - Name Change - 79 • Client Text: Addt'l Initials, Reinstatements, Upgrades - 50 	<p>\$30,750</p>
<p>Item 45. Ongoing PM payments shall be made upon completion and State's approval and acceptance of the following deliverables scheduled for month 18 as listed in Attachment 2 and Contract Sections A.8.d.(3), A.8.e.(3), and A.8.f.(3).</p> <p><u>Requirements Confirmation and Configuration</u></p> <ul style="list-style-type: none"> • Client Text: Misc - Address Change - 79 • Client Text: Misc - Duplicate License Print - 79 • Client Text: Misc - Name Change - 79 	<p>\$30,750</p>
<p>Item 46. Ongoing PM payments shall be made upon completion and State's approval and acceptance of the following deliverables scheduled for month 19 as listed in Attachment 2 and Contract Sections A.9., A.9.a., A.10., and A.10.a.</p> <ul style="list-style-type: none"> • <u>Integration Testing</u> • <u>Performance Testing</u> 	<p>\$30,750</p>
<p>Item 47. Ongoing PM payments shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 20 as listed in Attachment 2 and Contract Section A.11. and A.11.a.</p> <ul style="list-style-type: none"> • <u>UAT Support</u> 	<p>\$30,750</p>
<p>Item 48. Ongoing PM payments shall be made upon completion and State's approval and acceptance of the following deliverables scheduled for month 21 as listed in Attachment 2 and Contract Sections A.11., A.11.a., A.13., and A.13.a.</p> <ul style="list-style-type: none"> • <u>UAT Support</u> • <u>Go Live Support</u> 	<p>\$30,750</p>
<p>Item 49. Ongoing PM payments shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 22 as listed in Attachment 2 and Contract Section A.13., and A.13.a.</p> <ul style="list-style-type: none"> • <u>Go Live Support</u> 	<p>\$30,750</p>
<p>Versa:Online – Technical Management / COTS Installation/Support Fees for Release 2</p> <p>Payment for <u>Technical Management / COTS (Commercial Off The Shelf) Installation/Support</u> fees are tied to three (3) specific milestones/deliverables during R1 of the project as follows:</p>	<p>\$37,000</p> <p>To be paid as listed below</p>
<p>Item 50. The first Technical Management payment shall be made upon completion and State's approval and acceptance of the following deliverables scheduled for month 14 as listed in Attachment 2 and Contract Sections A.8.a. and A.8.b.</p> <p><u>Requirements Confirmation and Configuration</u></p> <ul style="list-style-type: none"> • Requirements: Renewals (All Professions) - 125 • Requirements: Renewals (Facilities in NIC) - 30 	<p>\$18,500</p>
<p>Item 51. The second Technical Management payment shall be made upon completion and State's approval and acceptance of the following</p>	

<p>deliverables scheduled for month 19 as listed in Attachment 2 and Contract Sections A.9., A.9.a., A.10., and A.10.a.</p> <ul style="list-style-type: none"> • <u>Integration Testing</u> • <u>Performance Testing</u> 	\$ 9,250
<p>Item 52. The third Technical Management payment shall be made upon completion and State's approval and acceptance of the following deliverables scheduled for month 21 as listed in Attachment 2 and Contract Sections A.11., A.11.a., A.13., and A.13.a.</p> <ul style="list-style-type: none"> • <u>UAT Support</u> • <u>Go Live Support</u> 	\$ 9,250
<p>Versa:Online – Requirements Confirmation and Configuration; Deliverables for Release 2</p> <p>Payments for <u>Requirements Confirmation and Configuration</u> deliverables are tied to specific milestones/deliverables during R2 of the project as follows:</p>	\$484,000 To be paid as listed below
<p>Item 53. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 14 as listed in Attachment 2 and Contract Sections A.8.a.(1), and A.8.a.(2).</p> <ul style="list-style-type: none"> • Requirements: Renewals (All Professions) - 125 	\$58,814
<p>Item 54. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 14 as listed in Attachment 2 and Contract Sections A.8.b.(1), and A.8.b.(2).</p> <ul style="list-style-type: none"> • Requirements: Renewals (Facilities in NIC) - 30 	\$13,410
<p>Item 55. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 15 as listed in Attachment 2 and Contract Sections A.8.c.(1), and A.8.c.(2).</p> <ul style="list-style-type: none"> • Requirements: Addtl Initials, Reinstatements, Upgrades - 50 	\$70,000
<p>Item 56. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 16 as listed in Attachment 2 and Contract Sections A.8.d.(1), and A.8.d.(2).</p> <ul style="list-style-type: none"> • Requirements: Misc - Address Changes - 79 	\$18,350
<p>Item 57. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 16 as listed in Attachment 2 and Contract Sections A.8.e.(1), and A.8.e.(2).</p> <ul style="list-style-type: none"> • Requirements: Misc - Duplicate License Print - 79 	\$18,350
<p>Item 58. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 16 as listed in Attachment 2 and Contract Sections A.8.f.(1), and A.8.f.(2).</p> <ul style="list-style-type: none"> • Requirements: Misc - Name Change - 79 	\$18,350
<p>Item 59. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 15 as listed in Attachment 2 and Contract Section A.8.g.</p> <ul style="list-style-type: none"> • Configuration: Renewals (All Professions) - 125 	\$34,561
<p>Item 60. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 15 as listed in Attachment 2 and Contract Section A.8.h.</p> <ul style="list-style-type: none"> • Configuration: Renewals (Facilities in NIC) - 30 	\$ 7,880
<p>Item 61. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 16 as listed in Attachment 2 and Contract Section A.8.i.</p> <ul style="list-style-type: none"> • Configuration: Addtl Initials, Reinstatements, Upgrades - 50 	\$43,750

<p>Item 62. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 17 as listed in Attachment 2 and Contract Section A.8.j.</p> <ul style="list-style-type: none"> • Configuration: Misc - Address Change - 79 	\$10,783
<p>Item 63. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 17 as listed in Attachment 2 and Contract Section A.8.k.</p> <ul style="list-style-type: none"> • Configuration: Misc - Duplicate License Print - 79 	\$10,783
<p>Item 64. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 17 as listed in Attachment 2 and Contract Section A.8.l.</p> <ul style="list-style-type: none"> • Configuration: Misc - Name Change - 79 	\$10,783
<p>Item 65. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 16 as listed in Attachment 2 and Contract Section A.8.a.(3).</p> <ul style="list-style-type: none"> • Client Text: Renewals (All Professions) - 125 	\$49,416
<p>Item 66. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 16 as listed in Attachment 2 and Contract Section A.8.b.(3).</p> <ul style="list-style-type: none"> • Client Text: Renewals (Facilities in NIC) - 30 	\$11,267
<p>Item 67. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 17 as listed in Attachment 2 and Contract Section A.8.c.(3).</p> <ul style="list-style-type: none"> • Client Text: Add'l Initials, Reinstatements, Upgrades - 50 	\$61,250
<p>Item 68. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 18 as listed in Attachment 2 and Contract Section A.8.d.(3).</p> <ul style="list-style-type: none"> • Client Text: Misc - Address Change - 79 	\$15,418
<p>Item 69. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 18 as listed in Attachment 2 and Contract Section A.8.e.(3).</p> <ul style="list-style-type: none"> • Client Text: Duplicate License Print - 79 	\$15,418
<p>Item 70. Payment shall be made upon completion and State's approval and acceptance of the following deliverable scheduled for month 18 as listed in Attachment 2 and Contract Section A.8.f.(3).</p> <ul style="list-style-type: none"> • Client Text: Name Change – 79 	\$15,418
<p>Versa:Online – Integration Testing; Deliverable for Release 2</p> <p>Item 71. Payment for Integration Testing shall be made upon completion and State's approval and acceptance of the deliverable scheduled for month 19 as listed in Attachment 2 and Contract Sections A.9. and A.9.a.</p>	\$24,300
<p>Versa:Online – Performance Testing; Deliverable for Release 2</p> <p>Item 72. Payment for Performance Testing shall be made upon completion and State's approval and acceptance of the deliverable scheduled for month 19 as listed in Attachment 2 and Contract Sections A.10. and A.10.a.</p>	\$18,300
<p>Versa:Online – User Acceptance Testing (UAT) Support;</p>	\$104,800

Deliverables for Release 2 Payments for UAT Testing are tied to specific milestones/deliverables during R2 of the project as follows:	To be paid as listed below
Item 73. Payment for UAT Testing shall be made upon completion and State's approval and acceptance of the deliverable scheduled for month 20 as listed in Attachment 2 and Contract Section A.11. and A.11.a.	\$52,400
Item 74. Payment for UAT Testing shall be made upon completion and State's approval and acceptance of the deliverable scheduled for month 21 as listed in Attachment 2 and Contract Section A.11. and A.11.a.	\$52,400
Versa:Online – Go Live Support; Deliverable for Release 2 Payments for Go Live support are tied to specific milestones/deliverables during R2 of the project as follows:	\$31,300 To be paid as listed below
Item 75. Payment for Go Live support shall be made upon completion and State's approval and acceptance of the deliverable scheduled for month 21 as listed in Attachment 2 and Contract Section A.13. and A.13.a.	\$23,475
Item 76. Payment for Go Live support shall be made upon completion and State's approval and acceptance of the deliverable scheduled for month 22 as listed in Attachment 2 and Contract Section A.13. and A.13.a.	\$ 7,825
TOTAL COST for Versa:Online Services and Licenses	\$2,770,650

Versa:Online – Software Maintenance and Support Payment for Versa:Online – Software Maintenance & Support as listed in the Attachment 2 and Contract Section A.18. shall be paid as follows:	\$403,793 To be paid as listed below
Item 77. Versa:Online Software Maintenance and Support payment for Year 2 shall be paid as listed in Contract Section A.18.a.(2), upon the completion and State's approval and acceptance of Release 1 (R1) being successfully implemented into the production environment and initiation of Go Live Support scheduled for month 13 as listed in Attachment 2 and Contract Sections A.13. and A.13.a.	\$ 67,500
Item 78. Versa:Online Software Maintenance and Support payment for Year 3 shall be paid as listed in Contract Section A.18.a.(3), upon the completion and State's approval and acceptance of Release 2 (R2) being successfully released into the production environment and initiation of Go Live Support scheduled for month 22 as listed in Attachment 2 and Contract Sections A.13. and A.13.a.	\$ 106,675
Item 79. Annual Versa:Online Software Maintenance and Support payment shall be paid as listed in Contract Section A.18.a.(4) at Contract Anniversary Date - Year 4.	\$ 112,009
Item 80. Annual Versa:Online Software Maintenance and Support payment shall be paid as listed in Contract Section A.18.a.(5) at Contract Anniversary Date - Year 5.	\$ 117,609
Versa:Regulation - Enhancements and Annual Software Maintenance & Support	
Versa:Regulation – Project Change Requests (PCR) Enhancements The Development Costs for the pre-scheduled PCRs to Versa:Regulation listed	\$214,538

below and in Contract Section A.14. shall be paid upon completion and the State's approval and acceptance of each PCR delivered.	To be paid as listed below
Item 81. PCR 57 – 9 enhancements	\$ 19,575
Item 82. PCR 58 – 1 enhancement	\$ 2,400
Item 83. PCR 60 – 6 enhancements	\$ 25,425
Item 84. PCR 61 – 9 enhancements	\$145,481
Item 85. PCR 62 – 1 enhancement	\$ 21,657
Versa:Regulation – Software Maintenance & Support Payment for Versa:Regulation – Software Maintenance & Support for Base Licenses, User Licenses, and PCR Maintenance, as listed in Attachment 4 and Contract Section A18.b. shall be paid as follows:	\$1,162,844 To be paid as listed below
Item 86. Annual Versa:Regulation Software Maintenance and Support fees shall be paid as listed in Contract Section A.18.b.(1), at the beginning of Contract Year 1.	\$203,172
Item 87a. Annual Versa:Regulation Software Maintenance and Support fees shall be paid as listed in Contract Section A.18.b.(2), at the beginning of Contract Year 2.	\$228,243
Item 87b. An additional Software Maintenance and Support fee shall be paid as listed in Contract Section A.18.b.(2).i., upon the completion and State's approval and acceptance of PCR 61 and 62 as detailed in Contract Section A.14.b	\$ 25,071
Item 88. Annual Versa:Regulation Software Maintenance and Support fees shall be paid as listed in Contract Section A.18.b.(3), at beginning of Contract Year 3.	\$231,730
Item 89. Annual Versa:Regulation Software Maintenance and Support fees shall be paid as listed in Contract Section A.18.b.(4), at beginning of Contract Year 4.	\$235,392
Item 90. Annual Versa:Regulation Software Maintenance and Support fees shall be paid as listed in Contract Section A.18.b.(5), at beginning of Contract Year 5.	\$239,236

Versa Project Cost Breakdown	2016	2017	2018	2019	2020	TOTAL
Versa:Online Licenses	\$ 107,200					\$ 107,200
Versa:Online Services	\$ 757,232	\$ 1,586,018	\$ 320,200			\$ 2,663,450
Versa:Online Maint/Support		\$ 67,500	\$ 106,675	\$ 112,009	\$ 117,609	\$ 403,793
Versa:Online Travel	\$ 16,800	\$ 45,600	\$ 19,200			\$ 81,600
Versa:Online Customizations	\$ 18,500	\$ 37,000	\$ 37,000	\$ 37,000	\$ 55,500	\$ 185,000
Versa:Regulation PCRs	\$ 47,400	\$ 167,138				\$ 214,538
Versa:Regulation Maint/Support	\$ 203,172	\$ 253,314	\$ 231,730	\$ 235,392	\$ 239,236	\$ 1,162,844
Versa:Regulation Customizations	\$ 7,500	\$ 7,500				\$ 15,000
	\$ 1,157,804	\$ 2,164,070	\$ 714,805	\$ 384,401	\$ 412,345	\$ 4,833,425

*Based on State Fiscal Years (July 1- June 30)

**Amounts in Fiscal Years 2019, 2020, and 2021 are subject to execution of optional contract years.

Hourly Rates for Additional Services

Applied time for performance of services of adaptive maintenance, modifications and enhancements not covered in Contract Section A.18 - Software Maintenance and Support, (Rate per applied hour, for each position, below).

GSA (General Services Administration) Labor Category	Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 Rate (optional year)	Year 5 Rate (optional year)
Project Manager	\$190.00	193.80	197.68	201.63	205.66
Developer	\$175.63	179.14	182.73	186.38	190.11
Data Base Administrator	\$175.63	179.14	182.73	186.38	190.11
Business Analyst	\$168.75	172.13	175.57	179.08	182.66
Configuration Analyst	\$168.75	172.13	175.57	179.08	182.6+6
Report Writer	\$157.00	160.14	163.34	166.61	169.94
Configuration Lead	\$196.88	200.82	204.83	208.93	213.11
Technical Lead	\$204.38	208.47	212.64	216.89	221.23
System Architect	\$204.38	208.47	212.64	216.89	221.23
Information Architect	\$175.63	179.14	182.73	186.38	190.11
Trainer	\$150.00	153.00	156.06	159.18	162.36

- c. Project Change Request Compensation. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.17. without a formal amendment of this contract based upon the payment rates detailed in Section C.3.b., *Hourly Rates for Additional Services*, and as agreed pursuant to said Section A.17, PROVIDED THAT compensation to the Contractor for such "Project Change Request" work shall not exceed a maximum of One Hundred Eighty-Five Thousand dollars (\$185,000), which is approximately seven per cent (7%) of Two Million, Six Hundred Sixty-Six Thousand, Four Hundred Fifty dollars (\$2,663,450), the Versa:Online Services Amount (as contained in Attachment 2, Cell Z62). If, at any point during the Contract period, the State determines that the cost of necessary "Project Change Request" work would exceed said maximum amount, the State may amend this Contract to address the need.
- d. In the event that any quarter of support is reduced, the Contractor shall prorate the Quarterly Amount to adjust for the reduced quarter, and the State shall pay only this prorated amount.

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

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

TN Department of Health
6th floor, Andrew Johnson Building
Carole Sumner
Information Technology Services Division
710 James Robertson Parkway, 6th floor
Nashville, TN 37243

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following 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 Health, ITSD
- (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
- (6) Contractor name;
- (7) Contractor Tennessee Edison registration ID number;
- (8) Contractor contact for invoice questions (name, phone, or email);
- (9) Contractor remittance address;
- (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
- (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
- (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
- (13) Amount due for each compensable unit of good or service; and
- (14) Total amount due for the invoice period.

b. Contractor's invoices shall:

- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
- (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
- (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
- (4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that 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 other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services 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 that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

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 that 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, properly completed documentation.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the

Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.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. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

General

Mike Newman, CIO
Tennessee Department of Health
Andrew Johnson Tower – 6th Floor
710 James Robertson Parkway
Nashville, TN 37243
Mike.Newman@tn.gov
Telephone # (615) 253-5417

Technical Matters

Marsha Sumner, Deputy CIO
Tennessee Department of Health – Information Technology Services Division
Andrew Johnson Tower – 6th Floor
710 James Robertson Parkway
Nashville, TN 37243
Marsha.Sumner@tn.gov
Telephone # (615) 741-7176

Contract Administration

Carole Sumner, Director – Administrative Services
Tennessee Department of Health – Information Technology Services Division
Andrew Johnson Tower – 6th Floor
710 James Robertson Parkway
Nashville, TN 37243
Carole.Sumner@tn.gov
Telephone # (615) 532-0033

The Contractor:

Alex Colon, General Counsel & Director of Contracts
MicroPact (formerly Iron Data)
12901 Worldgate Drive, Suite 800, Herndon, VA 20170
Contracts@micropact.com
Telephone # (703) 657-5690
FAX # (571) 346-3757

shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. 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 materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation 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 under 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 (6) 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 (6) months has been, an employee of the State of Tennessee.
- D.9. 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, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 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 agrees 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 1, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor 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 Term, 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 under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from 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. Contractor's 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 Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) 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.12. 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.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, 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 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.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party 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 are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself

and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable 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 the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the

Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 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 under Tenn. Code Ann. §§ 8-35-101, *et seq.*, 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 Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. 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.

- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaroud plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The

non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

- D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, 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, whether written or oral.
- D.28. 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 of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes:
 - (1) Attachment 1 - Attestation RE Personnel used in Contract Performance
 - (2) Attachment 2 – Payment Schedule
 - (3) Attachment 3 – VO List of 143 License Types
 - (4) Attachment 4 – Software Maintenance Agreement
 - (5) Attachment 5 – VO Proposal Extract
 - (6) Attachment 6 – VO Infrastructure and Standards Requirements
 - (7) Attachment 7 – VR Post Go-Live (PCR) Enhancements
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and

f. the Contractor's response seeking this Contract.

D.31. Prevailing Wage Rates. All State contracts for highway construction projects, which are for the purpose of building, rebuilding, locating, relocating or repairing any streets, highways or bridges, require compliance with the prevailing wage laws as provided in Tenn. Code Ann. §§ 12-4-401 – 12-4-415.

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, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. 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 that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, 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. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

E.3. Ownership of Software and Work Products.

a. Definitions.

- (1) "Contractor-Owned Software," shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.
- (2) "Custom-Developed Application Software," shall mean customized application software developed by Contractor solely for State.
- (3) "Rights Transfer Application Software," shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.
- (4) "Third-Party Software," shall mean software not owned by the State or the Contractor.
- (5) "Work Product," shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor exclusively for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the deliverables under this Contract include Rights Transfer Application Software, the definition of Work Product shall also include such software. Work Product shall not include Contractor-Owned Software or Third-Party Software.

b. Rights and Title to the Software

- (1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted under this Contract.
 - (2) All right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor and its employees, agents, contractors or representatives shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties.
 - (3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted under this Contract.
- c. The Contractor may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Contract. The Contractor may develop for itself, or for others, materials which are similar to or competitive with those that are produced under this Contract.
- E.4. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.
- E.5. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.6. 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 use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.
- E.7. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.8. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.
- E.9. 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 Contractor, 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 any 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 31 U.S.C. § 1352.

- E.11. **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.12. **Tennessee Consolidated Retirement System.** The Contractor acknowledges and understands that, subject to statutory exceptions contained in Tenn. Code Ann. § 8-36-801 – 823 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 Tenn. Code Ann. 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.13. **Tennessee Department of Revenue Registration.** The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.
- E.14. **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.15. 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.16 Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.

a. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);

b. any clarifications of or addenda to the Contractor's proposal seeking this Contract;

c. the State solicitation, as may be amended, requesting proposals in competition for this Contract;

d. any technical specifications provided to proposers during the procurement process to award this Contract;

e. the Contractor's proposal seeking this Contract.

E.17. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or

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

E.18. Security Audit. The State may conduct audits of Contractor's compliance with the State's Enterprise Information Security Policy ("The Policy") or under this Contract, including those obligations imposed by Federal or State law, regulation or policy. The Policy, as may be periodically revised, can be located at the following link: <http://www.tn.gov/finance/oir/security/secpolicy.html>. The State's right to conduct security audits is independent of any other audit or monitoring required by this Contract. The timing and frequency of such audits shall be at the State's discretion and may, but not necessarily shall, be in response to a security incident.

a. A security audit may include the following: (i) review of access logs, screen shots and other paper or electronic documentation relating to Contractor's compliance with the Policy. This may include review of documentation relevant to subcontractors or suppliers of security equipment and services used with respect to State data; (ii) physical inspection of controls such as door locks, file storage, communications systems, and employee identification procedures; and (iii) interviews of responsible technical and management personnel regarding security procedures.

b. Contractor shall provide reports or additional information upon request of the state and access by the State or the State's designated staff to Contractor's facilities and/or any location involved with providing services to the State or involved with processing or storing State data, and Contractor shall cooperate with State staff and audit requests submitted under this Section. Any confidential information of either party accessed or disclosed during the course of the security audit shall be treated as set forth under this Contract or federal or state law or regulations. Each party shall bear its own expenses incurred in the course of conducting this security audit. Contractor shall at its own expense promptly rectify any non-compliance with the Policy or other requirements identified by this security audit and provide proof to the State thereof.

E.19. Non-State Standard Products. In the event that the Contractor wishes to introduce non-State standard software or hardware components ("products") into the State's technology environment, in support of, or related to, the services the Contractor is providing under this Contract, the Contractor shall make a formal written request to the State prior to introducing the non-State Standard Products. Such a request is referred to as a "Non-State Standard Product Request."

a. Non-State Standard Products are defined as:

- Any software that is not listed and designated as Current in the Tennessee Enterprise Architecture, as amended; or
- Any hardware that is not listed and designated as Current in, or is not compatible with standards listed in, the Tennessee Enterprise Architecture, as amended.

b. The State's Department of Finance and Administration, Office for Information Resources (OIR), shall consider the Non-State Standard Product Request and shall render a written determination, in the State's best interest, to approve or disapprove the request. If OIR disapproves the request, the Contractor agrees to withdraw the request and substitute State Standard Products in place of the Non-State Standard Products, at no additional cost to the State.

E.20. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation,

or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

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

- E.21. Intellectual Property. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- E.22. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies 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/execomp.htm>.)

As defined in 2 C.F.R. § 170.315, "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 C.F.R. § 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 the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension 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.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

STATE AGENCY NAME:

NAME & TITLE

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	MicroPact
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	ED129348

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

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

Attachment 3: 143 License Types to be Included in Versa:Online

Section 1: 78 Professions

0664 - Tattoo Professional
0669 - Body Piercing Artist
1108 - Chiropractic Physician
1122 - Chiropractic Therapy Assistant
1145 - Chiropractic X- Ray Technologist
1201 – Dentist
1202 - Dental Hygienists
1222 - Dental Assistants
1313 - Dispensing Opticians
1410 – Psychologist
1411 - Psychological Examiners
1420 - Psychological Assistant
1594 - Occupational Therapist
1595 - Occupational Therapy Assistant
1606 - Medical Doctors
1637 - Medical X- Ray Operators
1638 - Radiologist Assistant
1639 - MD Office Based Surgery
1677 - Special Training M.D.
1678 - Genetic Counselors
1702 - Advanced Practice Nurse
1703 - Registered Nurse
1704 - Licensed Practical Nurse
1812 – Optometrist
1907 - Osteopathic Physician
1944 - Osteopathic X- Ray Examiners
1977 - Special Training DO
2023 - Speech Language Pathologist
2024 – Audiologists
2025 - Speech Pathologist Assistant
2026 - Audiologist Aides
2109 - Physical Therapist
2025 - Physical Therapist Assistant
2215 – Podiatrist
2216 - Podiatric X- Ray Operators
2217 – Orthotist
2218 – Prosthetist
2219 – Pedorthists
2317 – Veterinarian
2326 - Veterinary Medical Technician
2327 - Certified Animal Euthanasia Tech
2328 - Certified Animal Chem Capture Tech
2483 – Acupuncturist
2514 - Nursing Home Administrator
2680 - Massage Therapist
2740 - Licensed Master Social Worker
2744 - Licensed Advanced Practice Social Worker
2745 - Licensed Baccalaureate Social Worker
2746 - Licensed Clinical Social Workers
2838 - Hearing Instrument Specialists

2984 - Clinical Perfusionist
3045 – Midwife
3141 - Associate Counselor
3142 - Certified Professional Counselor
3143 - Certified Marital & Family Therapist
3144 - Licensed Clinical Pastoral Therapist
3166 - Licensed Professional Counselors
3167 - Licensed Marital & Family Therapist
3202 – Polysomnography
3527 - Athletic Trainers
3628 - Physician Assistants
3629 - Orthopedic Physician Assistant
3747 - Licensed Registered Respiratory Therapist
3750 - Licensed Certified Respiratory Therapist
3751 - Licensed Respiratory Care Assistant
3856 – Electrologist
3955 - Dietitian/Nutritionist
4082 – Reflexologist
501 - Nurse Aide
5005 - Licensed Laboratory Personnel
707 - First Responder
718 - EMS - Personnel
719 - Emergency Medical Dispatcher
8078 - Alcohol and Drug Counselors
9901 – Pharmacist
9903 - Medical Service Representative
9905 – Researcher
9906 - Pharmacy Technician

Section 2: 65 Facilities and Organizations

0605 - Food Service Establishment - Hazardous
0607 - Food Service Establishment - Non Hazardous
0620 - Hotel
0622 - Bed & Breakfast
0650 - Organized Camp
0665 - Tattoo Establishment
0670 - Body Piercing Establishment
0690 - Public Swimming Pool
531 – Hospital
532 – Nursing Home
534 - Home Health Agencies
535 - Ambulatory Surgical Treatment
536 - Home for the Aged
537 - Assisted Care Living Facility
541 - End Stage Renal Disease Center
548 - Home Medical Equipment
549 – Hospice
550 - HIV Supportive Living Facility
552 - Professional Support Services
557 - Outpatient Diagnostic Center
564 - Home for Aged/ACLF Administration
591 - Birthing Center
592 - Residential Hospice
593 - Adult Care Home

5029 - Medical Laboratory Facility
5030 - Laboratory School
9904 – Pharmacy Manufacturer/Wholesaler/Distributor
9905 – Pharmacy Researcher
1639 - MD Office Based Surgery
1945 - DO Office Based Surgery
2303 - Veterinary Facility
2318 - Certified Animal Control Agencies
2329 - Animal Chemical Capture Cert.
2681 - Massage Establishment
3333 - Pain Management Clinics
3859 - Schools of Electrology
503 – C.N.A. Training Programs
533 - Institutional Home for Aged
538 - Intermediate Care Facilities
539 - Rural Health Clinics
540 - Portable X- Ray
542 - Comprehensive Outpatient Rehab Facilities
543 - Community Mental Health Center
544 - Outpatient Physical Therapy/Speech Pathology
545 - Federally Qualified Health Center
546 - PPS Psychiatric Units
547 - PPS Rehabilitation Units
551 - Clinical Lab Improvement Amend
553 - Emergency Hospitals
554 - Organ Procurement Organization
555 - Psychiatric Hospital
546 - Psych Treatment Facilities
559 - Transplant Facility
568 - Alcohol and Drug Facility
572 - Methadone Registry
701 - EMS – Service
702 - EMS Vehicles
703 - EMS – Schools
704 - EMS - Invalid Transport Services
705 - EMS Invalid Transport Vehicles
706 - EMS Aircraft Ambulances
708 - EMS - Volunteer Ambulance Service
970 - Commercial Breeders
971 - Dog and Cat Dealer
9902 - Pharmacy

Customer is responsible for exercising good operating practices using approved infrastructure which includes appropriate hardware and software resources dedicated to operate the Software as recommended by Iron Data. Customer is responsible for maintaining a test environment that mimics the production environment configuration and is managed by appropriately trained and supervised personnel. Customer will provide Iron Data secure access to the test and production environments as needed for troubleshooting and resolving issues. An effective and reliable back up schedule and process must be in place. Customer is responsible for implementing appropriate security and control procedures. Iron Data is not responsible for lost or corrupted data under any circumstances.

Customer is responsible for assisting Iron Data with the resolution of software malfunctions by providing information and evidence of the malfunction and having appropriately qualified personnel available to answer questions and perform remedial functions. Iron Data is not responsible for correcting operational or infrastructure issues.

Customer is responsible for providing the resources needed to implement a new version or enhancement.

3. Maintenance Procedures

In order to promote the efficient use of the Iron Data Software the following procedures shall apply:

- It is the responsibility of Customer to follow Iron Data published help desk processes;
- Customer will designate staff as Software coordinators who will first attempt to resolve any issue that arises. Only these authorized Software coordinators may originate a help desk ticket to Iron Data;
- Customer will use prudence in assigning priority levels of help desk tickets and be available for consultation with Iron Data representatives assigned to resolve the ticket.

4. Annual Maintenance Fee

Annual Maintenance fees shall be as set out in Schedule A to the Iron Data Software Maintenance Agreement. Annual maintenance fees are billable in advance annually. The first annual maintenance fee is payable upon written acceptance of system for “Go Live” or first production use and thereafter every 12 months after the first anniversary. Iron Data will provide an updated annual maintenance fee schedule not less than 60 days prior to it taking effect. Customizations will also invoke an annual maintenance fee applicable to each customization at 15% of the cost of the development to take advantage of software updates that are periodically distributed and new products as they may be developed. Any interface that requires modification throughout the year to maintain compatibility with a third party will incur maintenance for development of said updates.

Customer agrees to allow Iron Data reasonable access to Customer’s computer system in order to confirm user and license type counts. In the event of cancellation no refunds of Annual Maintenance fees will apply.

5. Proprietary Data

All documentation, modifications, instructions, and corrections provided under this Agreement and relating to Iron Data licensed software and its operations are subject to the same terms and conditions as contained in your License Agreement and are the proprietary property of Iron Data Solutions, Inc. Customer and all Customer entities, employees and agents agree to safeguard this information and proprietary materials with the same degree of care that Customer accords to Customer’s own proprietary data.

6. Limitation of Liability

In no event shall Iron Data be liable for any incidental or consequential damages with regard to the use of Iron Data licensed software.

7. Termination

Iron Data may terminate this Agreement if the Customer fails to pay invoices timely or to comply with any of the terms and conditions of this Agreement and Iron Data shall first have given fifteen days notice to the Customer to cure such default.

In the event Customer or Customer's users, agents, assigned successors or sub-contractors modify any part of Iron Data licensed software, this Agreement is immediately terminated without refund.

Customer may terminate this Agreement at any time.

8. Other Maintenance Services

Annual Maintenance services do not include the following items but Iron Data will provide such services on the basis of the Project Change Request (PCR) process and may be provided on a time and materials basis or a fixed fee basis:

- Changes to set-up or configuration
- Support of Customer changes to set-up or configuration
- Database administration services
- Infrastructure support including troubleshooting Customer environment
- Customer new hire or refresher staff training
- Implementation, data conversion, configuration or acceptance testing of major new versions or enhancements
- Deployment of any hotfix, minor or major release updates to Customer environments
- Operations support
- Enhancements or customizations to the Iron Data Software
- Maintenance of third party interfaces for which periodic updates are required

Schedule A – Annual Maintenance Fees

Versa:Regulation

	Units	Maint List	Maint Year 1	Maint Year 2	Maint Year 3	Maint Year 4	Maint Year 5
Base License	1	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
HLR V:R Users	250	\$350	\$87,500	\$87,500	\$87,500	\$87,500	\$87,500
EH V:R Users	160	\$350	\$56,000	\$56,000	\$56,000	\$56,000	\$56,000
PCR Maintenance *			\$44,672	\$69,743	\$73,230	\$76,892	\$80,736
TOTAL			\$203,172	\$228,243	\$231,730	\$235,392	\$239,236

* For details of Project Change Requests (PCRs) please see next page.

Notes:

1. The period of performance of this agreement is five (5) years beginning on the commencement date of the Contract unless terminated under the terms of the agreement.
2. Maintenance fees are due annually in advance at the beginning of each annual period. A quarterly payment plan can be arranged for an additional 3% service fee.

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3. Annual maintenance fees may be adjusted to include additional maintenance for additional approved PCRs.
 4. Annual maintenance fees for PCRs increase at the rate of 5% each year.
 5. Additional license and maintenance fees will apply if additional boards are merged or subsumed within a single larger entity and are added to the existing installation or if additional users are added to the system.
 6. Customer may engage Iron Data to develop additional customizations during the term of the contract through the PCR procedure. These customizations will be priced in the PCR documentation and subject to Customer approval. Customizations proposed will also indicate the annual maintenance fee, if applicable to each customization at 15% of the cost of the development to take advantage of software updates that are periodically distributed and new products as they may be developed. Annual maintenance fees applicable to all new customizations will be prorated for their first maintenance period and thereafter billed annually in advance together with other annual maintenance fees.

TN DOH Versa:Regulation PCRs

PCR Description	Created Date	PCR Amount	Annual Maintenance
PCR 001 - iNovah Interface	11/7/2011	\$16,200	\$1,620
PCR 002 - Enforcement Numbering Enhancements	11/7/2011	\$6,600	\$660
PCR 003 - Modifier Long Description Change	11/7/2011	\$3,000	\$300
PCR 004 - Valcode	11/7/2011	\$3,600	\$360
PCR 005 - Navigation Arrows in License History	11/7/2011	\$2,400	\$240
PCR 006 - Custom Approval Method	11/7/2011	\$4,800	\$480
PCR 007 - Nursing Exam Processing Interface	11/7/2011	\$15,600	\$1,560
PCR 008 - Changes to Lockbox	11/9/2011	\$1,800	\$0
PCR 009 - Changes to Nurse Aide Exam Score Upload Interface	11/9/2011	\$600	\$0
PCR 011 - General Environmental Health Division	4/5/2012	\$43,200	\$4,320
PCR 014 - Changes to Right To Know Subsystem	5/30/2012	\$13,200	\$2,640
PCR 019 - Changes to Nurse Aide Exam Score Upload	11/26/2012	\$6,600	\$660
PCR 020 - Changes to NIC Interface and AFP extract for SB 3644	12/21/2012	\$23,250	\$2,325
PCR 025 - Onsite Training - Env Health	2/8/2013	\$2,400	\$0
PCR 030 - GEH / AFP	5/16/2013	\$16,500	\$1,650
PCR 031 - GEH / Lockbox	5/16/2013	\$22,800	\$2,280
PCR 032 - Invoice Splits	8/21/2013	\$0	\$0
PCR 033 - Cash Lockbox Report Changes	8/15/2013	\$12,000	\$1,200
PCR 034 - Requirement Gathering	8/21/2013	\$4,500	\$0
PCR 035 - FSE Inspection Scores Extract	10/4/2013	\$42,000	\$4,200
PCR 036 - CNA Training Program Extract Changes	12/12/2013	\$9,300	\$930
PCR 037 - Web License Status	12/3/2013	\$8,700	\$870
PCR 039 - Abuse Registry Extract Changes	1/14/2014	\$5,100	\$510
PCR 041 - Nursing Exam Process Changes	1/16/2014	\$16,800	\$1,680
PCR 042 - Eff Date Script - \$0	4/1/2014	\$0	\$0
PCR 043 - SQL Rule Change for Waiting Pd - \$0	4/1/2014	\$0	\$0
PCR 044 - Midwifery Board Change	4/4/2014	\$6,600	\$0
PCR 045 - Wall License Cert #'s	4/4/2014	\$4,200	\$420
PCR 046 - BIV Report Changes	7/25/2014	\$18,000	\$1,800
PCR 047 - EH - Sys Admin Training 1	4/4/2014	\$5,400	\$0
PCR 048 - EH - Sys Admin Training 2	4/4/2014	\$6,300	\$0
PCR 050 - Health Web Extract Changes	6/11/2014	\$15,000	\$1,500
PCR 051 - Nurse Aide Changes (SSN Only)	9/11/2014	\$9,000	\$900
PCR 052 - Mandatory ML Addresses	10/1/2014	\$39,000	\$3,900
PCR 053 - TNDH52 routine change for AFP	5/13/2015	\$4,500	\$450
PCR 054 - TNDH47 Program Changes	6/3/2015	\$3,900	\$390
PCR 055 - License type 564 with Board 51	6/16/2015	\$10,800	\$1,800
PCR 057 - Post GoLive Enhancements Group 1 of 3	7/24/2015	\$19,575	\$1,975
PCR 058 - Practice address needs Pharmacists information	8/20/2015	\$2,400	\$240
PCR 059 - Status effect date should not change when changing secondary license status	8/20/2015	\$2,700	\$270
PCR 060 - Post GoLive Enhancements Group 2 of 3	7/30/2015	\$25,425	\$2542
Total Annual PCR Maintenance Year 1			\$44,672
PCR 061 - Post GoLive Enhancements Group 3 of 3	9/10/2015	\$145,480	\$21,822
PCR 062 - FileNet Upgrade	9/10/2015	\$21,658	\$3,249
Total PCR Maintenance Additional Items Year 2			\$25,071
Total Annual PCR Maintenance Year 2			\$69,743
Total Annual PCR Maintenance Year 3			\$73,230
Total Annual PCR Maintenance Year 4			\$76,892
Total Annual PCR Maintenance Year 5			\$80,736



State of Tennessee
Department of Health

ATTACHMENT 5

Versa:Online Implementation Proposal (Extract for Contract)
(Prioritization of Initial Applications – v4)

Submitted by:



www.irondata.com

November 4, 2015

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1. Background

In February 2011, the Tennessee Department of Health (TDH) contracted with Iron Data Solutions, Inc. (Iron Data) to implement a new enterprise regulatory system to replace its aging Regulatory Boards System (RBS) first implemented in 1993. The new system was based on the Versa Product Suite with the Versa:Regulation back office database solution as the anchor product used to replace RBS. TDH was one of the first large regulatory agencies in North America to adopt a single enterprise system and subsequently developed many business processes that became entrenched with the agency after more than 20 years of successful production use of this first generation relational database solution.

The production release of the new Versa:Regulation solution in April, 2015 was a major accomplishment for TDH. The system implemented 36 boards and 136 license types in the Health Licensing and Regulation Division (HLR) and 9 boards and 13 license types in the Environmental Health (EH) Division.

Now, TDH wishes to take advantage of the new technologies and functions that are available in the Versa Product Suite. These include the implementation of extensive online citizen services that would include benefits beyond the current renewals processed by the State's portal vendor, NIC. There has also been considerable discussion of the benefits of mobile field inspection capabilities and advanced Business Intelligence and Analytics. However, this proposal addresses only the work required to fully implement Versa:Online for expanded applicant, licensee, and public citizen services through the Internet via the TDH website.

The implementation of Versa:Online requires careful planning and extensive participation and commitment from TDH technical and business users. It requires an analysis of current processes; which processes need to be replaced and which should be preserved - and why. It requires a practical and pragmatic implementation approach that is achievable. And it requires a clear mutual understanding of the capabilities of the new system and realistic expectations of what can be achieved and what should be deferred to a future phase based on more detailed analysis.

There have been numerous meetings, emails, previous draft proposals, estimates, and onsite demonstrations of Versa:Online product capabilities and functions. But until the successful deployment of Versa:Regulation, it has been very difficult to plan and estimate the scope of the Versa:Online project. Since the Versa:Regulation deployment however, we now have a much clearer picture of the transaction types and counts, the interfaces and current business processes of TDH.

Evaluating Candidate Services for Versa:Online

We are often asked to comment on the benefits and justification for implementing customer self service functions on the Internet. Clearly an Internet service is only worth providing if your customers see the benefit and will actually use the service, and if implementing the service will in some way reduce agency costs, improve data accuracy and/or improve staff productivity.

We have found that the following basic criteria are helpful in justifying the implementation of a public Internet service:

Evaluation Criteria	Reason
There is a high volume of transactions.	If this transaction occurs frequently there is a higher benefit to providing it online. For example, we have to question the sense of implementing online initial applications if we receive 10 per year.
The transaction is relatively fast and simple to enter online.	The simpler the transaction, the more likely the customer will want to do it online, i.e. the higher the adoption rate. Customers generally don't like to fill out 10 page application forms online since it can be perceived to be easier to see it on paper and make corrections.
The transaction fee is relatively low.	Customers see the benefit of paying online with a credit card providing the amount is small (under \$500). The higher the fee the more reluctance and fear of paying online and the more the customer worries about credit card limits.

Of course there are other overriding factors that encourage agencies to implement Public Internet Services including political motivation (fueled by customer expectations) and implementation costs. Iron Data is ready to provide feedback on any of these factors based on its experience with other regulatory agencies.

The remainder of this document provides the required analysis, rationale, scope of work, proposed timeline and costs for the implementation of Versa:Online for TDH.

2. Analysis of Current TDH Processes

This section discusses current TDH processes that are relevant to the implementation on Versa:Online. Under each subsection, we review our understanding of the current business process, analyze the benefit of the business process to TDH and recommend whether the process should be preserved or replaced and why. Please note that this section describes Iron Data's current understanding of these processes. Please report any errors or misunderstandings for correction.

2.1 Initial Applications

2.1.1 Health Practitioners and Other Professions

There is no current ability to submit initial applications online for health practitioners or other professions. The ability to capture initial applications and process practitioner profile data online is a major goal of TDH since the professions are demanding this type of self-service convenience to eliminate paper intensive tasks and reduce application processing and approval time.

The implementation of initial applications online would provide:

- Automated collection of payments
- Ability to upload electronic documents
- Reduction in paper handling by TDH staff
- Faster turnaround of applications
- Online application status inquiry to reduce call center staff phone calls
- Data keyed directly and accurately by the applicant rather than use TDH staff resources
- Ability to collect any RSD configured data
- Ability to support Authorized Users submitting applications on behalf of others
- Third party payment function
- Pay Now/Pay Later function
- Shopping cart function
- ... and more.

The implementation of online initial applications for professions is the top priority of TDH and will be delivered in the first release. Initial applications are generally more involved than renewals because they require more data entry pages of name and address demographics, more data validation, more instructional text to guide the applicant to enter correct data, generally more requirements for submitting document images, and the need to route and manage the application via workflow queues to the appropriate TDH staff for processing. Unlike renewals, initials can generally never be approved automatically without TDH staff review and will often have deficiencies that need to be remedied.

Based on our analysis of transaction counts in Section 4, there are also more ways to apply for a license than to renew it once you are licensed. Some examples are to apply by exam, reciprocity, endorsement, grandfathering rules, etc. As a result, the time (and effort) needed to implement initial applications in Release 1 is higher than the time needed to implement renewals in Release 2.

2.1.2 Health Facilities and Other Organization Types

Initial applications for health facilities and other organization types are more complex than those for individuals described in Section 2.1.1 above. Complex, high cost, low volume applications are hard to justify on Versa:Online and will have little or zero adoption rate from the business community. However, we observed that 20 organization types are currently able to renew online and there are 8 relatively simple organization types in Environmental Health such as "Organized Camp" and "Tattoo Establishment" that could benefit from online initial applications.

Therefore, we recommend these 28 organization types be scheduled for implementation first and others could be considered in a future phase. For a detailed analysis of the proposed phasing approach, please see Section 6 - Implementation Approach and Timeline.

2.2 Practitioner Profiles

The ability to submit practitioner profile data online is a top priority of TDH. The current process involves intensive manual handling of forms and tedious data entry which could be entered by the practitioner more quickly and accurately online.

The following is text taken from the Mandatory Practitioner Profile Questionnaire.

The Health Care Consumer Right-to-Know Act of 1998, T.C.A. §§ 63-51-101, et seq., requires designated licensed health professionals to furnish certain information to the Tennessee Department of Health, and is requested in this questionnaire. From the information submitted, the Department compiles practitioner profiles which the law requires to be made available to the public via the World Wide Web and our toll-free telephone line. Each practitioner who has submitted information must update that information in writing by notifying the Department of Health, within 30 days after the occurrence of an event or an attainment of a status that is required to be reported by the law. A copy of your initial or updated profile will be furnished to you for your review prior to publication. That opportunity will allow you to make corrections, additions and helpful explanatory comments. Failure to comply with the requirement to submit and update profiling information may result in a delay or denial of your licensure application and/or may result in disciplinary action against your license. The professions required to submit a profile questionnaire are:

1) Advanced Practice Nurses	19) Dentists
2) Audiologists	20) Dispensing Opticians
3) Clinical Pastoral Therapists	21) Licensed Registered Respiratory Therapists
4) Dietitian/Nutritionists	22) Licensed Laboratory Personnel
5) Electrologists	23) Massage Therapists
6) Licensed Certified Respiratory Therapists	24) Nursing Home Administrators
7) Marital & Family Therapists	25) Optometrists
8) Medical Doctors	26) Osteopathic Physicians
9) Special Training Medical Doctors	27) Special Training Osteopathic Physicians
10) Occupational Therapists	28) Physician Assistants
11) Orthopedic Physician Assistants	29) Podiatrists
12) Pharmacists	30) Psychologists
13) Physical Therapists	31) Licensed Master Social Worker
14) Professional Counselors	32) Licensed Advance Practice Social Worker
15) Respiratory Care Assistants	33) Licensed Baccalaureate Social Worker
16) Speech Language Pathologists	34) Licensed Clinical Social Worker
17) Alcohol and Drug Counselors	35) Veterinarians
18) Chiropractic Physicians	

Practitioner Profile data are currently stored in Versa:Regulation using a construct known technically as Record Specific Data (RSD) and externally as User Defined Records. There is an extensive set of business processes and a profile control record used to manage the collection, input, validation, approval and release of Practitioner Profile data to the public. Practitioners are required to submit their initial profile data by completing a fillable pdf form which can be downloaded from: <http://health.state.tn.us/Downloads/PH-3585.pdf>. When changes are required, practitioners are required to submit a new form with the changes or new information. TDH board staff enter the profile data.

We reviewed the legislation and found that the practitioner’s right to review their profiles prior to release to the public is embedded in TCA 63-51-105:

TCA 63-51-105: Information for public dissemination.

(b) Each board shall provide individual licensees with a copy of their profiles prior to release to the public. A licensee shall be provided a reasonable time to correct factual inaccuracies that appear in such profile.

Iron Data proposed to implement online profile data capture for the 35 listed professions. We recommend that profile data entry be added to Online Initial Applications for the affected professions and also in a new on demand transaction “Update Your Practitioner Profile Information”. In each case the data would

feed the Profile Control Record shown below and be routed to a workflow queue assigned to a user to review.

Note:

A assumption that needs to be confirmed by TDH is that the practitioner will be instructed to review the data he/she has entered online, will attest to its accuracy, and accept that the data may be published in his/her profile once submitted. The practitioner would receive a pdf file confirming all the entered data and although not in the same format as the profile, it would constitute compliance with TCA 63-51-105. Unless TDH can confirm this assumption, it will still need to have the practitioner explicitly review and approve the printed profile as done currently which is a very paper intensive and lengthy process. The current Profile Control record is shown below. We recommend this process and function remain the same but for profile changes entered online, the TDH user could simply review the changes and change the status to “Confirmed” so that it would be published in the next extract run without requiring printing and confirmation. This process change would need to be approved by TDH as noted above but would save considerable staff work. These details will be worked out and agreed to during the interview process described in Task 3 of the Statement of Work.

VR Home	Entity	Application	License	Cash	Exam	Inspection	Enforcement	Admin	Report
---------	--------	-------------	---------	------	------	------------	-------------	-------	--------

[License Search](#) | [Entity Search](#) | [Modify License Standing](#) | [Maintain License CE Control](#)

Domain 343 - DEPARTMENT OF HEALTH Logged in as: dc10683

VR Home > License Search > License Home > **Maintain License Profile Control - TNDOH**

Search Criteria	Results	Detail
-----------------	---------	--------

Item	Status	Date	Operator	Actions
Date Entered		07/06/2009 10:21:00 AM	dc10478	
Ready To Print				
Confirmation Print Date		07/06/2009 10:27:00 AM	dc10478	
Changes Made				
Confirmed	N	03/17/2015 10:38:48 AM	lovell	
Extracted		03/17/2015 10:38:48 AM	lovell	

[Back](#)

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Versa:Regulation screen designed to control the Practitioner Profile review and publication process

Practitioner Profiles are currently displayed online through the TDH Licensure Verification function. The display information is supported by a nightly extract that offloads address data and User Defined Records (shown in the table on the following page) to another TDH server according to extract selection criteria approved by TDH and implemented through an interface developed by Iron Data.

Note:

We confirm that for practitioners, the update of profile data is not included directly within renewal transactions. This is for many reasons:

- 1) It will materially complicate the configuration of the online renewal process even though it will be used a small percentage of the time.
- 2) Collecting this data on renewal transactions means extra time and cost to re-engineer the renewal transactions in Versa:Regulation since this data capture needs to be configured in Versa:Regulation if it is to be pushed to Versa:Online.
- 3) We can provide clear instructions on the renewal form for practitioners to inform them that they are required to update profile data within 30 days of any change and they should submit these changes using the “Update Your Practitioner Profile Information” function provided on the portal for this purpose.
- 4) If profile changes were entered on the renewal, they could prevent the timely and automated approval of the renewal while TDH goes through the profile confirmation process noted above.

Depending on the nature of the profile data records shown in the table below, we will configure the ability of the practitioner to:

- View only (e.g. name, profession, license number)
- View and Add only (e.g. disciplinary actions, criminal offenses, liability claims)
- View, Add, Change and Delete (e.g. staff privileges, faculty appointments, etc.)

The Practitioner Profile information is broken down into the following sections (on the questionnaire) and stored primarily in RSDs. We do not intend to re-engineer any of the RSD structures and have not included effort to do so within this scope of work.

Section	Section Name	Type of Information	RSD Table
I	Practitioner Data	<ol style="list-style-type: none"> 1. Primary Practice Address 2. Languages, other than English, that may be available at the primary practice location. 3. Information on each supervising physician. ** See Note below. 	PRACTITIONER LANGUAGE SUPERVISION
II	Graduate/Post Graduate Medical/Professional Education and Training	<ol style="list-style-type: none"> 1. School(s)/educational programs have you attended along with the type of degree. 2. All completed medical/professional graduate and/or post-graduate training (internship, residency, fellowship or other program). 	MEDICAL_SCHOOL OTHER_TRAINING
III	Specialty Board Certifications	<ol style="list-style-type: none"> 1. List certifications, specialties or subspecialties from any specialty board recognized by the board regulating the profession for which you are licensed. 	CERTIFY_BODY
IV	Faculty Appointments	<ol style="list-style-type: none"> 1. List faculty appointments at a medical/health related institution of higher learning. 	FACULTY_APPT
V	Staff Privileges	<ol style="list-style-type: none"> 1. List all hospitals at which you hold staff privileges. 	PRIVILEGES
VI	Managed Care and TennCare Plans	<ol style="list-style-type: none"> 1. List all Managed Care and TennCare plans that you currently participate in and accept as a provider. 	MANAGED CARE TENNCARE
VII	Final Disciplinary Actions	<ol style="list-style-type: none"> 1. Indicate any final disciplinary actions taken against you by the agency regulating your license, in this state or any jurisdiction (within the previous 10 years). 2. Indicate any hospital privileges revoked or involuntarily restricted or reasons related to competence or character by the hospital's governing body (within the previous 10 years). 3. Indicate where you have been asked to or allowed to resign from or had any medical staff privileges restricted or not renewed by any hospital in lieu of or in settlement of a pending disciplinary action related to competence or character (within the previous 10 years). 	DISCIPLINE REVOKED RESIGNATION
VIII	Criminal Offenses	<ol style="list-style-type: none"> 1. Indicate any state or federal felony criminal offense convictions and certain misdemeanors as required by board rules (within the previous 10 years). 	CRIMINAL
IX	Liability Claims	<ol style="list-style-type: none"> 1. Indicate all medical malpractice court judgments, arbitration awards, or settlements in which a payment was awarded to a complaining party beginning with judgments or settlements entered or executed after May 19, 1998 (only the most recent 10 years will be extracted). 	LIABILITY
X	Optional Information	<ol style="list-style-type: none"> 1. Optionally list any publications you have authored in peer-reviewed medical literature. 2. Optionally list any information regarding professional or community services associates, 	PUBLICATIONS AWARDS

		activities and awards.	
XI	Signature	1. Record the date that the Profile questionnaire was signed.	SIGNATURE

**** Note on Supervising Physician Information**

We confirm that Advanced Practice Nurses (APNs) and Physician Assistants (PAs) are required to report their supervising physician. The current business process for this is handled in a Controlled Substance Master Database. A medical doctor (MD) or Doctor of Osteopathy (DO) needs to approve the PA and determine the types of drugs that can be prescribed by the PA. There is a similar process for APNs.

TDH is looking to Versa:Online to manage the process of requesting and approving supervisory physicians and providing an interface to the CSMD. This will require the PA or APN to enter the requested supervisor and based on business rules will then require the supervising MD or DO to approve the relation and the allowed drugs or schedules. We will conduct a detailed analysis of the business use case and document the detailed business requirements for TDH approval. The function will require a customized business process in Versa:Online, modifications and configuration of fields in Versa:Regulation and special interface to the CSMD. The cost provided is based on the following understandings.

1. Only 4 license types involved in this requirement, MDs, Dos, PAs and APNs. In addition to a general supervisor relationship, we will track Controlled Substance Supervisor Relationship in the Versa:Regulation.
2. The Control Substance Supervisor Relationship must be distinct from the normal Physician Supervisor (so that we know what to interface to CSMD), but the plan is to maintain BOTH of them in LARS (VO and VR). These are the only relation types that will be maintained through Versa:Online.
3. The process for PA and APN will have similar flow and design. We will implement both relationships and tracking of the list of drugs and/or drug schedules they can dispense. These may be different lists based on #2.
4. Only the Control Substance Supervisor Relationship will feed to the Control Substance Tracking Data base. The TDH will be responsible for receiving and updating the supervisor data in CSMD. Iron Data will either provide the supervisor data in a batch file interface or using web services calls to update CSMD according to TDH preferences. In either case TDH will work closely with Iron Data to develop and approve the specifications for the interface.
5. The Versa:Regulation database would be considered to hold the master record of supervisory physician data.
6. Additional Data Elements to track which drugs or drug schedules will be implemented via RSDs to limit need for more enhancements. The Versa:Online screen will be custom but this will mitigate the need for additional development in Versa:Regulation.
7. TDH will be responsible for modifying the Practitioner Profile display pages that link from the License Verification function on the TDH web site. This would be required if the supervisory data is to be displayed from the Versa:Regulation database rather than CSMD. But if the interface described in #4 is in effect, the current display based on CSMD data should still function.
8. Iron Data will modify the Practitioner Profile data export to include supervising physician data if required.
9. In order to implement the controlled substance supervisory physician relationship in Versa:Regulation, legacy data will be migrated from the existing controlled substance database into Versa:Regulation. The data migration will be limited to the minimum required tables to support the supervisory physician functionality. The entire database will not be migrated into Versa:Regulation.

2.3 Online Renewals

Renewals are currently accepted for 69 Professions and 20 Facility Types on the NIC portal. Access to the renewal function is controlled only by license type, license number and application number, or SSN and date of birth. There are no standard user registration functions, security questions, password, password strength, or forgotten password controls.

The system allows the licensee to update some demographic data such as mailing address and phone number before entering the renewal part of the transaction and submitting payment. To our knowledge, there is no ability to accept practitioner profile data or changes. There is no document upload capability. Fees are collected online via credit card. The Department's back office database (Versa:Regulation) receives renewal data and payment information in real time and a batch job is run every day to approve applications.

The implementation of Versa:Online for TDH will provide the following benefits:

- Real time update of Versa:Regulation database
- Flexible rules-based fee calculations
- Ability to collect any additional RSD data through configuration
- Secure user registration protected by Captcha check and onboarding function ¹
- Industry standard password controls, password strength, security question, initial password email confirmation, and forgotten password reset
- Ability to submit documents online
- Supports renewals, initial applications, duplicate license requests, reinstatements, reactivations, name change requests, address change requests and any other miscellaneous transactions configured and defined in Versa:Regulation
- Support for application status inquiry and online complaints ²
- Flexible instruction text specific to each license type and transaction
- Ability to link to other urls for reference information
- Ability to inherit state style sheet for consistent look and feel and seamless navigation to/from TDH web site
- Will link to NIC or state selected ePay engine to collect fees

Note 1: Onboarding is the process of guiding an existing licensee to connect his existing license to his new online account. Onboarding is not required for new applicants since the applicant's account is automatically associated with the initial application submitted online (and the license if it is approved).

Note 2: Implementation of online complaints is an option discussed elsewhere in this proposal.

2.4 Online ePayment

Currently licensees that renew online may submit payment through the NIC portal. We will use this payment service or any other ePay service selected by TDH to collect credit card payments for all transactions implemented in the project.

2.5 Document Management - Enterprise Content Management

TDH uses IBM's Enterprise Content Management (ECM) as its document management system. Iron Data developed an interface to ECM for TDH on the license home screen and the main complaint screen. When an agency user wants to upload case documents, a board order or a set of completed application forms to ECM, the user can query Versa:Regulation to find the relevant license record or case/complaint record and choose the "Attachment" button. The system provides the option of viewing documents from ECM for the selected license or case. Or the user can print a barcode header page to place on top of the documents to be scanned. A ECM process reads the barcodes on the header page and automatically

indexes the document correctly so that it can later be retrieved through standard Versa:Regulation screens.

VR Home	Entity	Application	License	Cash	Exam	Inspection	Enforcement	Admin	Report			
License Search Entity Search Modify License Standing Maintain License CE Control												
Domain 343 - DEPARTMENT OF HEALTH								Logged in as: dc10683				
VR Home > License Search > License Home > Maintain Attachments												
<table border="1"> <tr> <td>Search Criteria</td> <td>Results</td> <td>Details</td> </tr> </table>										Search Criteria	Results	Details
Search Criteria	Results	Details										
Profession Code 1606 - Medical Doctors File # 34399 Created From: <input type="text"/> Created To: <input type="text"/>								<input type="button" value="Find"/> <input type="button" value="Clear"/>				
Print Barcode Page Number of Pages <input type="text"/> <input type="button" value="Print Barcode"/>												
								<input type="button" value="Add"/> <input type="button" value="Back"/>				

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Versa:Regulation allows the ability to find documents in ECM or print a Barcode scan cover page

A major benefit of Versa:Online for TDH will be the ability for applicants and licensees to submit documents online which is not possible on the NIC portal. This is a standard configurable function of Versa:Online that can be turned on for any application or renewal transaction. Since TDH does not use the native Versa:Regulation document attachment feature as noted above, Iron Data will develop a new interface based on web services provided by ECM to upload and index the submitted documents. We have implemented similar interfaces for other clients and do not see this as a difficult or risky customization.

2.6 Online License Verification

For licensed professionals, TDH has implemented a very nice (in our opinion) license verification function that supports search by name, address, profession or license number. The search is supported by a Monday – Friday nightly extract that offloads key license data to another TDH server. While the data is therefore at most two days old, it does provide a very fast and efficient search that does not tax the resources of the Versa:Regulation database. The output screens are designed and maintained by TDH to meet their requirements and appear to be very effective. To meet legal disclosure requirements, they include links to “View Practitioner Profile” and “Adverse Licensure Actions” as described in the following sections.

Iron Data recommends that TDH retain the current Online License Verification for individuals because:

- It appears to working well.
- Is very fast and efficient.
- It can be maintained by TDH technical staff.
- It links to Adverse Licensure Actions.
- It links to Practitioner Profiles.
- The use of Captcha verification protects against automated penetration attempts.
- The generic Versa:Online public search does not support Captcha verification without customization.
- The generic Versa:Online public search function would require customization effort and cost to meet TDH display information required by TN law.
- A link to Practitioner Profile information would require further customization effort and cost to TDH.

- A link to Adverse Actions and the Board Order documents would require an interface to ECM and further customization effort and cost to TDH.

2.7 Adverse Licensure Actions

Adverse Licensure Actions are currently displayed online through the TDH Licensure Verification function described above. The display information is supported by a nightly extract that offloads public disciplinary actions to another TDH server according to extract selection criteria approved by TDH and implemented through an interface developed by Iron Data. Iron Data recommends that TDH retain the current Adverse Licensure Actions display function for the same reasons as listed above in Section 2.6 - Online License Verification.

2.8 Board Orders

Board Orders (actual document scans) are currently displayed online through the Licensure Verification function described above and via a link to the documents in ECM.

Iron Data recommends that TDH retain the current Board Order display function for the same reasons as listed above in Section 2.6 - Online License Verification.

2.9 Monthly Disciplinary Action Report

Tennessee Code Annotated, Section 68-1-114 requires the Department of Health issue a monthly press release listing all disciplinary actions taken by the health related boards during the prior month and it appears from a review of the TDH web site at <http://tn.gov/health/article/boards-disciplinary-actions> that it has done so since at least January 2004. TDH posts a summary of all public disciplinary actions online each month in a single document that can be uploaded and printed by the media or any public citizen.

Iron Data recommends that TDH retain the current Monthly Disciplinary Action Report since there is no equivalent function in Versa:Online and it appears to be working well and has a long history. The reports are created manually via a typed summary of the board orders for each disciplined practitioner each month.

2.10 Online Health Care Facilities Search

For facilities, TDH has implemented a very nice (in our opinion) Health Care Facility search function that supports search by facility type, county and name with selections on status or “new” facilities. The search is supported by a nightly extract that offloads the key license data to another TDH server. While the data is therefore at most one day old, it does provide a very fast and efficient search that does not tax the resources of the Versa:Regulation database. The output screens are designed and maintained by TDH to meet their requirements and appear to be effective.

A history search is also provided that selects and displays name, owner and address changes within a user selected date range.

The search can be found from the “Find a Healthcare Facility” link at <http://apps.health.tn.gov/facilities-listing/facilities>

Iron Data recommends that TDH retain the current Health Care Facilities Search because:

- It appears to be working well.
- Is very fast and efficient.
- It can be maintained by TDH technical staff.
- The generic Versa:Online public search function would require customization effort and cost to meet TDH display information required by TN law.

2.11 Complaint Submission

We discovered four separate complaint processes and forms supported by TDH. All are essentially manual with one assisting the complainant by providing a fillable pdf form. The four complaint forms we found are:

- Health Care Facilities Complaint/Investigation Intake Report
- EMS Complaint/Investigation Process
- Health Care Professionals Allegation Report
- Complaint Report for Dog and Cat Dealers

Each form is slightly different and all required submitting a signed paper document. Some collect witness and patient data and therefore require an authorization for the release of patient information duly signed by the patient for obvious patient confidentiality concerns.

There is no technical reason why complaint submission could not be handled online. However there are many policy, ethical, legal and political reasons not to do so. We support a simple data collection transaction that allows an anonymous citizen or a registered Versa:Online user to submit a complaint against a licensee. With some analysis, it would likely be possible to design a generic form that reduces the number of unique forms and processes. Some customizations would certainly be required.

Whenever we conduct requirements gathering meetings about online complaints, we often hear the following concerns.

- Online complaints encourage unsupported accusations or automated spam from complainants like “Superman”.
- Online complaints lack legal signatures sometimes required by State law or policy.
- Online complaints generate impulsive complaints that have a higher percentage of being dismissed for lack of cause or jurisdiction that are easily answered over the phone.
- Forcing written incident summaries and signature tends to result in more accurate and valid complaints being filed.
- Problems dealing with patient release forms and general poor skills in citizens scanning and attaching forms.
- Online complaints should be reviewed by qualified personnel before being accepted and entered into a system of record.
- Marginal benefits due to small volumes when weighed against other concerns.
- Inaccurate data entered online often needs to be corrected by staff (e.g. wrong license type, license number, or respondent name).
- Similar inaccuracies dealing with complaints against unlicensed entities.

While technically possible to implement complaints, we are seldom asked to implement this function for other clients. In one case, online complaints were turned on and then removed due to many of the concerns noted above. During the demonstration of Versa:Online in November, 2014, some comments were noted by attendees. The EMS Board said that it does not want to accept online complaints and that it would prefer to receive a phone call. The Dental Board noted it would not allow online complaints. Other parties noted that it may be of interest to allow registered users (e.g. existing licensees) to submit complaints against other licensees. A nurse for example would likely be qualified to submit an online complaint against a doctor or a health care facility.

Iron Data recommends that this function not be considered in this project because it would distract from the high priority business at hand and as they say “If it ain’t broke, don’t fix it!”. However, online complaints, in some restricted form could be considered as a future enhancement. For example, in one state we simply collected data online and emailed it to the board for triage and data entry.

2.12 Abuse Registry

The Abuse Registry was discussed in previous documents and was raised again during the November, 2014 Versa:Online demonstration as a candidate to be replaced by Versa:Online. From what we can tell, individuals are added to the abuse registry only after extreme due process and are then added to the registry manually. The registry is represented by Profession Code 502, but there are no real regulatory processes associated with this “pseudo” Profession. This is evidenced by the fact that the transactions defined for this “profession” are:

- Place on Abuse Registry
- Pending Placement on Registry
- Remove from Registry
- Deceased

The Department supports a public web search for individuals on the registry. We believe this is supported by an overnight data extract rather than a real time search on the production Versa:Regulation database. It is also apparent from the search results that other agencies are submitting records to the registry. We noted records from:

- Tennessee Department of Health,
- Tennessee Bureau Investigation,
- Tennessee Intellectual and Developmental Disabilities,
- Tennessee Department of Mental Health,
- Department of Human Services
- Department of Children Services, and
- “Unknown”.

From our analysis, it appears that the various reporting agencies above provide lists of additions or changes to TDH through manual communications (email, reports, notices) and TDH staff enter the changes into Versa:Regulation. This does not seem to be a problem because the low volume of changes does not justify the need for automated interfaces. TDH exports the abuse registry data periodically and supports an online public search that may be found at: <https://apps.health.tn.gov/AbuseRegistry/default.aspx>.

It appears to do the job. This function has limited impact and benefit to the 45 boards or programs regulated by the Department but provides the required public information. While not that difficult to re-develop as a Versa:Online search, we do not see any immediate benefit to do so at this time since we believe it would distract TDH from the high priority business of replacing and developing high volume, high benefit public citizen services. If for some other technical reason, TDH wishes to replace it, a new function could be developed as a future enhancement.

2.13 Restaurant Inspection Scores

Restaurant Inspection Scores were discussed in many previous documents as a candidate to be replaced by Versa:Online. Citizens can query inspection scores for any restaurant from a link on the TDH web site at <http://health.state.tn.us/EHInspections>. The query shows inspection dates, scores and violations. TDH has also developed an iPhone app that can be downloaded from the Apple Store to allow the public to lookup scores from their smart phone.

This query is tied to inspection results for only the Food Service Establishment Program – only two license types. It does not have any wider benefit to the 44 other boards and programs at TDH. Replacing this function would be costly and it would distract TDH from the high priority business of implementing high volume, high benefit public citizen services. It may be worth consideration as part of a future project to implement mobile inspection services using the Iron Data Mobile tablet-based inspection system.

2.14 Reinstatements

There are only a few reinstatement transactions configured in Versa:Regulation. Reinstatements need to be handled by board staff and often require the applicant re-apply. Also there is not a high volume of reinstatements so they are not good candidates for Versa:Online and have been removed from consideration.

2.15 Miscellaneous Online Services

There are many other transactions that would provide significant benefits to licensees and value to TDH if they were implemented as online services. The regulatory market is pushing as much as possible to citizen self-service functions for obvious reasons. They empower citizens by providing easy access to government 24 x 7; providing better citizen service at reduced cost. Appendix 1 - Versa:Regulation Transaction Inventory, provides a list of all transactions configured in Versa:Regulation. Total counts are as follows:

# of Transactions by Type	Indiv	Org	Total
Renewals	125	53	178
Initials	268	101	369
Miscellaneous	1519	391	1910
	1912	545	2457

As can be seen from these totals, the potential number of miscellaneous transactions (1910) far outweighs the number of Renewals (178) and the number of Initial Applications (369). Many miscellaneous transactions handle internal TDH processes like the setting of disciplinary statuses (revoke, suspend, etc.), or the marking of a licensee as “deceased”. These are not possible candidates for Versa:Online, but there are still many standard miscellaneous transactions that can be implemented in Versa:Online. For purposes of this project, we are recommending that at least the following minimum transactions be implemented:

- Application Status Inquiry
- Address Change
- Duplicate License Request, Wall Certificate, etc.
- Name Change – Individuals

We are recommending that miscellaneous transactions be implemented in a separate phase after Initial Applications are deployed for professions. Most of these are relatively straightforward and do not differ very much by profession, so they can be implemented quickly. A detailed discussion of our recommended phased implementation plan is provided in Section 6 - Implementation Approach and Timeline.

2.16 Address List Download

A service to allow public users to download address lists is currently provided on the TDH web site. It is not easy to find but is located from “Statistical Data/Health Data/Licensed Health Data”. The resulting page is at url: <https://apps.health.tn.gov/Licensurereports/>.

Our understanding is that the data is exported from Versa:Regulation on a weekly basis and loaded into a simple SQL Server database so that citizens can request downloads without taxing the production Versa:Regulation database. In our view this seems to be a good practical solution and should not be replaced.

2.17 Continuing Education Tracking

Versa:Regulation can be configured by license type to perform CE audits of randomly selected licensees. The CE audit functionality can be configured as part of the renewal application process or as a process after the completion of the renewal cycle. If configured as part of the renewal application, Versa:Regulation forces verification that the licensee has met the CE requirements for renewal for those licensees that have been randomly select for CE audit. Most agencies however, prefer to conduct audits right after a renewal cycle because of the extra load on staff processing renewals and confusion and phone calls from licensees who are being audited. A good time to audit, is right after the licensee has attested that he/she has met all requirements of licensure on the attestation page.

The CE audit process selects a set of licensees to be audited at random. The selection is parameter driven to allow TDH to determine how many licensees will be audited. Specific licensees can be flagged to always include or always exclude from audits.

A letter is generated to inform the licensee that he/she is being audited and would describe the CE requirements to the licensee. Licensees must comply with the audit within a time period by submitting evidence of CE compliance. The completion of the audit process is triggered by the return of course completion documents by the licensee and the verification by agency staff that the submission satisfied audit criteria. An overdue compliance report triggers follow-up action to be taken.

While we have not included work to configure CE audits within this scope of work, the capability is already included in Versa:Regulation and could be configured in a future phase. We could also implement an online transaction in Versa:Online such as "Submit CE Course Documents". The licensee would be instructed via the letter to mail or scan proof of course hours and submit documents online. Either way, the TDH user would receive the mail or find the online submission and documents through his workflow inbox and clear the audit if the documents were acceptable.

3. Versa:Online Capabilities

Online Renewal

This is a transaction limited to a registered user who holds a license or permit. The transaction allows:

- Renewal of a license or permit held by the licensee
- Maintenance of license information
- Address changes
- Personal history, affirmation statement, Q&As
- Submission of supporting documents
- Maintenance of license configured attributes (e.g. specialties, qualifications)
- Collection of fee(s)

Users only see the functions that are designated/configured for each license type based on the rules the agency defined in Versa:Regulation.

Initial Application

This is a transaction limited to a registered user, and enables the user to submit a new application to obtain a license or permit. The transaction allows:

- Application for a license or permit
- Submitting required license information (address, personal history, specialties, qualifications, etc.)
- Submission of supporting documents
- Affirmation statement, Q&As
- Collection of fee(s)

Users only see the functions that are designated/configured for each license type based on the rules the agency defined in the Versa:Regulation system. Online applications offload the keying of application data from the agency to the applicant enabling the agency staff to focus on more high value tasks.

Application Status Inquiry

This transaction enables a registered user to monitor the status of pending checklist items for an outstanding application or renewal. It provides the ability for the agency to message back to the user what is missing or needs to be addressed (e.g., requesting a specific document from the applicant).
Initial application

Address Change

Ability for a registered user to maintain/update their address. It is configurable by license type as to which address (e.g., mailing address only, mailing address and physical address, etc.) can be modified.

Reinstate Inactive Licenses

This is a transaction limited to a registered user. It is separate from the Online Renewal transaction in that it enables a license to be reinstated and activated after the renewal period has expired and the license is no longer in a renewable state. This could include various fees and penalties, and may be uniquely configured for each license type. It is similar to an Initial Application transaction, except it allows a former licensee to retain their previously issued license number.

Duplicate ID Request

This transaction enables a registered user to request a duplicate pocket ID, license print, or wall certificate from the agency. It can be configured with or without a fee. The agency then fulfills the request.

Name Change

Ability to change the name on a license. This transaction enables the submission of any required supporting documentation as part of the transaction (e.g. marriage certificate). Typically the name is stored in an RSD until a TDH agent looks at the submitted documents, verifies that they are acceptable and then updates the name and issues a replacement certificate.

Authorized Representative

This is the ability for a registered user (a licensee) to designate and authorize another registered user to perform certain transactions (e.g. Online Renewals) on their behalf. If the authorizing user has multiple licenses, the authorization can be specified for one or more license types for that user. This function is not selectable by license type.

Third Party Payor

This function allows a registered user to designate another registered user to make payments for fees due on their behalf. The designated third party payor receives a code that is entered at checkout in order to make such payments. This function is not selectable by license type.

User Registration

Function to allow public users to register before they can apply for a new license or renew an existing license.

Forgotten Password Reset

Function to allow user to retrieve a temporary password by answering personal security questions. A new password is generated and emailed to the user which must be changed by the user at logon.

Pay Later/Shopping Cart

Function to allow an applicant to submit an application and pay later either through the shopping cart which permits multiple transactions to be paid by a single payment, or by mailing in a check.

Document Attachments

Any transaction can be configured to accept documents of any standard types (e.g. pdf, doc, docx, jpg, etc.) submitted by applicants online.

Relationships

Function to allow applicant to link his license to another license.

Kill Questions

This is a set of configured questions that must be answered on the initial page of a transaction. Questions must be answered correctly by the applicant to verify that he/she is on the right page and submitting the right type of transaction. Any incorrect answer prevents the transaction from proceeding.

Selected sample Versa:Online screen shots are provided below. Iron Data will update the style sheet using one provided by TDH to match the look and feel and color scheme of the TDH web site.

The screenshot displays the 'MQA Online Services' web portal. The header features the Florida Health logo and the title 'MQA Online Services'. Navigation links for 'FL HealthSource' and 'Contact Us' are visible. The main content area is split into two columns. The left column contains a welcome message and instructions for users, including links for 'New User Registration' and 'Returning User'. The right column contains a login form with fields for 'User ID' and 'Password', a 'Sign In' button, and links for 'Forgot user ID?' and 'Forgot password?'. The footer includes a copyright notice for 2015 FL HealthSource, a list of links for 'Privacy Statement', 'Disclaimer', 'Feedback', and 'Email Advisory', and the Florida Department of Health logo.

Versa:Online Login and Registration page

Registered Nurse License #9393054 Logged in as **Cappelli, Tony**

[Update Account](#) | [Logoff](#) | [Contact Us](#)

Introduction

Name and Personal/Organization Details

Contact Information

456.0635, F.S. Information

FCN Survey

Summary (pre-fees)

Renewal of RN License - Introduction

On the next few screens you will be asked to provide the information needed to complete your renewal. After the payment process your renewal will be complete.

As part of this process you will receive up to three automated emails:

- Application Summary - this is a record of the information you have provided
- Fee Summary - this is your credit card receipt. Note if your renewal doesn't require fees, you will not receive this email
- Confirmation of License - this document confirms your renewal

Special Note: Your renewal will continue to appear on the Quick Start Menu for up to an hour after completion.

Press "Next" to continue.

Press "Cancel" to cancel this application and return to the main menu.

Renewal Introduction Page

[Update Account](#) | [Logoff](#) | [Contact Us](#)

Introduction

Name and Personal/Organization Details

Contact Information

456.0635, F.S. Information

FCN Survey

Summary (pre-fees)

Renewal of RN License - Contact Information

Please verify your mailing address, correcting if necessary. Address changes will be updated upon completion of a successful renewal. Please enter only one street address. Please verify your Practice Location (PL) Address, correcting if necessary. Your PL Address is the physical location of your practice or primary employer. This address must be a street address, not a post office box. If you are not practicing or employed, you may use your mailing address as your PL Address.

☐ Mailing Address

Copy From:

House/Building Number:

* Address:

* Zip Code:

* City:

* State:

County:

Country:

Phone Number: (999) 999-9999 or 999-999-9999

Extension:

E-mail:

Home:

Fax:

Renewal Contacts Information Update Page

4. Analysis of Current TDH Transactions

Iron Data reviewed the Boards and License Types implemented in Versa:Regulation and developed the inventory table provided on the following pages. The columns show the potential Versa:Online transactions that could be implemented. An “X” in a cell indicates that in our opinion, this transaction is a candidate for implementation in Versa:Online. It does not represent the actual count of transactions possible or proposed. A few license types were not considered candidates for Versa:Online because they are not “real” license types regulated by TDH but rather considered a “pseudo” license type created to track information for some other purpose. In the case of the Division of Environmental Health, some license types are real, but they are not regulated directly by TDH. We understand that they were only created to allow TDH to conduct inspections on these entities for the EH Division.

In the remainder of this section, we compare the list of possible Versa:Online transactions with the list of actual transactions currently configured in Versa:Regulation (found in Appendix 1), to arrive at the proposed number of transactions to be configured in Versa:Online. This was an important exercise since the project timeline, effort, and project cost are all derived from this analysis.

TDH Boards, License Types and Potential Online Transactions

TENNESSEE DEPARTMENT OF HEALTH (TDH)				Renewals on NIC Professions	Renewals on NIC (Organizations)	Renewals (Other)	Practitioner Profile Updates	Address Change	Duplicate ID	Initial App - Indv	Practitioner Profile New Application	Initial Appl - Org	Name Chg – Indv
Board #	Board/Program Name	Lic Type #	License Type Name										
06 - ENVIRONMENTAL HEALTH DIVISION (EH)				R1	R1	R1	R1	R1	R1	R2	R2	R2	R2
1	605 - FOOD SERVICE ESTABLISHMENT PROGRAM	1	0605 - Food Service Establishment - Hazardous			X						X	
		2	0607 - Food Service Estab - Non Hazardous			X						X	
2	620 - HOTEL PROGRAM	3	0620 - Hotel			X						X	
3	622 - BED & BREAKFAST PROGRAM	4	0622 - Bed & Breakfast			X						X	
4	631 - CHILD CARE FACILITY PROGRAM	5	0631 - Child Care Facility (Inspect Only)										
5	635 - SCHOOL FACILITY PROGRAM	6	0635 - School Building/Plant (Inspect Only)										
6	645 - CORRECTIONAL FACILITY PROGRAM	7	0645 - Correctional Facility (Inspect Only)										
7	650 - ORGANIZED CAMP PROGRAM	8	0650 - Organized Camp			X						X	
8	660 - BODY ART PROGRAM	9	0664 - Tattoo Professional			X		X	X	X			X
		10	0665 - Tattoo Establishment			X						X	
		11	0669 - Body Piercing Artist			X		X	X	X			X
		12	0670 - Body Piercing Establishment			X						X	
9	690 - PUBLIC SWIMMING POOL PROGRAM	13	0690 - Public Swimming Pool			X						X	
01 - Health Related Boards Health, Licensing and Regulations (HLR)													
1	11 - CHIROPRACTORS	1	1108 - Chiropractic Physician	X			X	X	X	X	X		X
		2	1122 - Chiropractic Therapy Assistant	X				X	X	X			X
		3	1145 - Chiropractic X- Ray Technologist	X				X	X	X			X
2	12 - DENTISTRY	4	1201 - Dentist	X			X	X	X	X	X		X
		5	1202 - Dental Hygienists	X				X	X	X			X
		6	1222 - Dental Assistants	X				X	X	X			X
3	13 - DISPENSING OPTICIANS	7	1313 - Dispensing Opticians	X			X	X	X	X	X		X
4	14 - PSYCHOLOGY	8	1410 - Psychologist	X			X	X	X	X	X		X
		9	1411 - Psychological Examiners	X				X	X	X			X
		10	1420 - Psychological Assistant	X				X	X	X			X
5	15 - OCCUPATIONAL THERAPY	11	1594 - Occupational Therapist	X			X	X	X	X	X		X
		12	1595 - Occupational Therapy Assistant	X				X	X	X			X
6	16 - MEDICAL EXAMINERS	13	1606 - Medical Doctors	X			X	X	X	X	X		X
		14	1637 - Medical X- Ray Operators	X				X	X	X			X

TENNESSEE DEPARTMENT OF HEALTH (TDH)				Renewals on NIC Professions	Renewals on NIC (Organizations)	Renewals (Other)	Practitioner Profile Updates	Address Change	Duplicate ID	Initial App - Indv	Practitioner Profile New Application	Initial Appl - Org	Name Chg – Indv
Board #	Board/Program Name	Lic Type #	License Type Name										
		15	1638 - Radiologist Assistant	X				X	X	X			X
		16	1639 - MD Office Based Surgery			X		X	X	X			X
		17	1677 - Special Training M.D.	X				X	X	X	X		X
		18	1678 - Genetic Counselors	X				X	X	X			X
7	17 – NURSING	19	1701 - Nurse Training Programs										
		20	1702 - Advanced Practice Nurse	X			X	X	X	X	X		X
		21	1703 - Registered Nurse	X				X	X	X			X
		22	1704 - Licensed Practical Nurse	X				X	X	X			X
8	18 - OPTOMETRY	23	1812 - Optometrist	X			X	X	X	X	X		X
9	19 - OSTEOPATHY	24	1907 - Osteopathic Physician	X			X	X	X	X	X		X
		25	1944 - Osteopathic X- Ray Examiners	X				X	X	X			X
		26	1945 - DO Office Based Surgery			X							
		27	1977 - Special Training DO	X				X	X	X	X		X
10	20 - COMMUNICATION DISORDERS	28	2023 - Speech Language Pathologist	X			X	X	X	X	X		X
		29	2024 - Audiologists	X			X	X	X	X	X		X
		30	2025 - Speech Pathologist Assistant			X		X	X	X			X
		31	2026 - Audiologist Aides			X		X	X	X			X
11	21 - PHYSICAL THERAPY	32	2109 - Physical Therapist	X			X	X	X	X	X		X
		33	2025 - Physical Therapist Assistant	X				X	X	X			X
12	22 - PODIATRY	34	2215 - Podiatrist	X			X	X	X	X	X		X
		35	2216 - Podiatric X- Ray Operators	X				X	X	X			X
		36	2217 - Orthotist	X				X	X	X			X
		37	2218 - Prosthetist	X				X	X	X			X
		38	2219 - Pedorthists	X				X	X	X			X
13	23 - VETERINARY BOARD	39	2303 - Veterinary Facility			X							
		40	2317 - Veterinarian	X			X	X	X	X	X		X
		41	2318 - Cert. Animal Control Agencies			X							
		42	2326 - Veterinary Medical Technician	X				X	X	X			X
		43	2327 - Cert. Animal Euthanasia Tech	X				X	X	X			X
		44	2328 - Cert Animal Chem Capture Tech			X		X	X	X			X

TENNESSEE DEPARTMENT OF HEALTH (TDH)				Renewals on NIC Professions	Renewals on NIC (Organizations)	Renewals (Other)	Practitioner Profile Updates	Address Change	Duplicate ID	Initial App - Indv	Practitioner Profile New Application	Initial Appl - Org	Name Chg – Indv
Board #	Board/Program Name	Lic Type #	License Type Name										
		45	2329 - Animal Chemical Capture Cert.			X							
14	24 - ACUPUNCTURIST	46	2483 - Acupuncturist	X				X	X	X			X
15	25 - NURSING HOME ADMINISTRATORS	47	2514 - Nursing Home Administrator	X			X	X	X	X	X		X
16	26 - MASSAGE LICENSURE BOARD	48	2680 - Massage Therapist	X			X	X	X	X	X		X
		49	2681 - Massage Establishment			X							
17	27 - SOCIAL WORKERS	50	2740 - Licensed Master Social Worker	X			X	X	X	X	X		X
		51	2744 - Lic Adv Practice Social Worker	X			X	X	X	X	X		X
		52	2745 - Lic Baccalaureate Soc Worker	X			X	X	X	X	X		X
		53	2746 - Lic Clinical Social Workers	X			X	X	X	X	X		X
18	28 - HEARING INSTRUMENT SPECIALISTS	54	2838 - Hearing Instrument Specialists	X				X	X	X			X
19	29 - CLINICAL PERFUSIONISTS	55	2984 - Clinical Perfusionist	X				X	X	X			X
20	30 - MIDWIFERY	56	3045 - Midwife	X				X	X	X			X
21	31 - PROF COUNS, MFT'S	57	3141 - Associate Counselor (no longer accepts initial applications)			X		X	X				X
		58	3142 - Certified Prof Counselor (no longer accepts initial applications)	X				X	X				X
		59	3143 - Cert Marital & Family Therapist (no longer accepts initial applications)	X				X	X				X
		60	3144 - Licen Clin. Pastoral Therapist	X			X	X	X	X	X		X
		61	3166 - Lic. Professional Counselors	X			X	X	X	X	X		X
		62	3167 - Lic Marital & Family Therapist	X			X	X	X	X	X		X
22	32 - POLYSOMNOGRAPHY	63	3202 - Polysomnography	X				X	X	X			X
23	33 - PAIN MANAGEMENT CLINIC	64	3333 - Pain Management Clinics			X							
24	35 - ATHLETIC TRAINERS	65	3527 - Athletic Trainers	X				X	X	X			X
25	36 - PHYSICIAN ASSISTANTS	66	3628 - Physician Assistants	X			X	X	X	X	X		X
		67	3629 - Orthopedic Physician Assistant	X			X	X	X	X	X		X
26	37 - RESPIRATORY CARE	68	3747 - Lic Registered Respiratory Therapist	X			X	X	X	X	X		X
		69	3750 - Lic Certified Respiratory Therapist	X			X	X	X	X	X		X
		70	3751 - Lic. Respiratory Care Assistant (no longer accepts initial applications)	X			X	X	X				X

TENNESSEE DEPARTMENT OF HEALTH (TDH)				Renewals on NIC Professions	Renewals on NIC (Organizations)	Renewals (Other)	Practitioner Profile Updates	Address Change	Duplicate ID	Initial App - Indv	Practitioner Profile New Application	Initial Appl - Org	Name Chg – Indv
Board #	Board/Program Name	Lic Type #	License Type Name										
27	38 - ELECTROLYSIS REGISTRY	71	3856 - Electrologist	X			X	X	X	X	X		X
		72	3859 - Schools of Electrology			X							
28	39 - DIETITIAN/NUTRITIONIST	73	3955 - Dietitian/Nutritionist	X			X	X	X	X	X		X
29	40 - REFLEXOLOGY REGISTRY	74	4082 - Reflexologist	X				X	X	X			X
30	5 - HEALTH CARE FACILITIES	75	501 - Nurse Aide			X		X	X	X			X
		76	502 - Abuse Registry (Pseudo Lic Type)										
		77	503 - C.N.A. Training Programs			X							
		78	531 - Hospital		X								
		79	532 - Nursing Home		X								
		80	533 - Institutional Home for Aged			X							
		81	534 - Home Health Agencies		X								X
		82	535 - Ambulatory Surgical Treatment		X								X
		83	536 - Home for the Aged		X								X
		84	537 - Assisted Care Living Facility		X								X
		85	538 - Intermediate Care Facilities			X							
		86	539 - Rural Health Clinics			X							
		87	540 - Portable X- Ray			X							
		88	541 - End Stage Renal Disease Center		X								X
		89	542 - Compreh Outpatient Rehab Facil			X							
		90	543 - Community Mental Health Center			X							
		91	544 - Outpat Phys Ther/Speech Pathol			X							
		92	545 -Federally Qualified Health Ctr			X							
		93	546 - PPS Psychiatric Units			X							
		94	547 - PPS Rehabilitation Units			X							
		95	548 - Home Medical Equipment		X								X
		96	549 - Hospice		X								X
		97	550 - HIV Supportive Living Facility		X								X
		98	551 - Clinical Lab Improvement Amend			X							
		99	552 - Professional Support Services		X								X
		100	553 - Emergency Hospitals			X							
		101	554 - Organ Procurement Org			X							

TENNESSEE DEPARTMENT OF HEALTH (TDH)				Renewals on NIC Professions	Renewals on NIC (Organizations)	Renewals (Other)	Practitioner Profile Updates	Address Change	Duplicate ID	Initial App - Indv	Practitioner Profile New Application	Initial Appl - Org	Name Chg – Indv
Board #	Board/Program Name	Lic Type #	License Type Name										
		102	555 - Psychiatric Hospital			X							
		103	556 - Psych Treatment Facilities			X							
		104	557 - Outpatient Diagnostic Center		X							X	
		105	559 - Transplant Facility			X							
		106	564 - Home for Aged/ACLF Administrat		X							X	
		107	568 - Alcohol and Drug Facility			X							
		108	572 - Methadone Registry			X							
		109	591 - Birthing Center		X							X	
		110	592 - Residential Hospice		X							X	
		111	593 - Adult Care Home		X							X	
		112	995 - Case/Complaint for fees (Pseudo Lic Type)										
31	50 - MEDICAL LABORATORY BOARD	113	5005 - Licensed Laboratory Personnel	X			X	X	X	X	X		X
		114	5029 - Medical Laboratory Facility		X							X	
		115	5030 - Laboratory School		X							X	
32	51 - RHA ADMINISTRATOR	116	???? - Not known			X		X	X	X			X
33	7 - EMERGENCY MEDICAL SERVICES	117	701 - EMS - Service			X							
		118	702 - EMS Vehicles			X							
		119	703 - EMS - Schools			X							
		120	704 - EMS - Invalid Transport Services			X							
		121	705 - EMS Invalid Transport Vehicles			X							
		122	706 - EMS Aircraft Ambulances			X							
		123	707 - First Responder	X				X	X	X			X
		124	708 - EMS - Volunteer Ambulance Service			X							
		125	718 - EMS - Personnel	X				X	X	X			X
		126	719 - Emergency Medical Dispatcher	X				X	X	X			X
34	80 - ALCOHOL AND DRUG COUNSELORS	127	8078 - Alcohol and Drug Counselors	X			X	X	X	X	X		X
35	9 - ANIMAL WELFARE	128	970 - Commercial Breeders			X						X	
		129	971 - Dog and Cat Dealer			X						X	
36	99 - PHARMACY BOARD	130	9901 - Pharmacist	X			X	X	X	X	X		X
		131	9902 - Pharmacy			X							
		132	9903 - Medical Service Representative	X				X	X	X			X

TENNESSEE DEPARTMENT OF HEALTH (TDH)				Renewals on NIC Professions	Renewals on NIC (Organizations)	Renewals (Other)	Practitioner Profile Updates	Address Change	Duplicate ID	Initial App - Indv	Practitioner Profile New Application	Initial Appl - Org	Name Chg – Indv
Board #	Board/Program Name	Lic Type #	License Type Name										
		133	9904 - Manu/Whol/Dist		X							X	
		134	9905 - Researcher		X			X	X	X		X	X
		135	9906 - Pharmacy Technician	X				X	X	X			X
		136	993 - Pharmacy Case/Complaint (Pseudo Lic Type)										
EH Division: 9 Boards and 13 License Types				0	0	10	0	2	2	2	0	8	2
HLR Division: 36 Boards and 136 License Types				69	20	44	35	77	77	77	34	20	76
Total TDH: 45 Boards and 149 License Types				69	20	54	35	79	79	79	34	28	78

Professions Renewals via NIC	69	
Facilities Renewals via NIC		20

Potential Versa:Online Transactions by License Type

Analysis

The actual list of transactions configured in Versa:Regulation at TDH can be found in Appendix 1 - Versa:Regulation Transaction Inventory. In Versa:Regulation terms, a transaction is a business process that usually (but not always) requires a fee, typically requires a series of checklist steps to be processed (data entry, rules, etc.) and results in some change to the license status, expiration data or other data (e.g. name or mailing address).

From Appendix 1, the total number of transactions configured in Versa:Regulation are:

# of Transactions by Type	Indiv	Org	Total
Renewals	125	53	178
Initials	268	101	369
Miscellaneous	1519	391	1910
	1912	545	2457

However, we know that not all transactions configured in Versa:Regulation will be candidates for implementation on Versa:Online. Many are internal transactions used to conduct internal TDH business processes like disciplinary status changes.

By studying Appendix 1, we can see how a given license type may require multiple initial applications or renewal transactions to take into account different methods of licensure, different renewal conditions or different license ranks.

Renewals

It is possible for some professions to have multiple types of renewals based on rank, or different conditions. Examples of this from Appendix 1 are:

1907	Osteopathic Physician	I	R	2040	RENEWAL - VOLUNTEER LICENSE
1907	Osteopathic Physician	I	R	2010	RENEWAL
1907	Osteopathic Physician	I	R	2030	RENEWAL - TELEMEDICINE
1907	Osteopathic Physician	I	R	2020	RENEWAL - LOCUM TENENS

1812	Optometrist	I	R	2010	RENEWAL
1812	Optometrist	I	R	2020	Volunteer Renewal

2740	Licensed Master Social Worker	I	R	2010	RENEWAL APPLICATION
2740	Licensed Master Social Worker	I	R	2020	RENEWAL PROBATION

Note: It is our recommendation that if renewals are implemented in Versa:Online for a license type, then all renewal transaction types for that license type should be included, unless there is some logical reason not to do so. Otherwise there would be a lot of confusion online and people wondering why they can't renew online when the Department has advertised that they are supported.

Initial Applications

It is possible for some professions or facility types to have multiple initial applications as well. Examples of this from Appendix 1 are:

1606	Medical Doctors	I	I	1110	INITIAL-DISTINGUISHED FACULTY
1606	Medical Doctors	I	I	1010	LICENSE EXEMPTION
1606	Medical Doctors	I	I	1451	CHANGE FROM TM TO MD
1606	Medical Doctors	I	I	1450	CHANGE FROM LT TO MD
1606	Medical Doctors	I	I	1520	INITIAL - VOLUNTEER
1606	Medical Doctors	I	I	1125	INITIAL - ADMINISTRATIVE LIC
1606	Medical Doctors	I	I	1120	INITIAL APPLICATION
1606	Medical Doctors	I	I	1230	INITIAL ST JUDE APPLICATION
1606	Medical Doctors	I	I	1440	INITIAL - TELEMEDICINE

1606	Medical Doctors	I	I	1430	DENIED APP - BOARD ACTION
1606	Medical Doctors	I	I	1420	INITIAL - LOCUM TENENS
1606	Medical Doctors	I	I	1320	INITIAL BY RECIPROCITY
1606	Medical Doctors	I	I	1220	INITIAL INTERNATIONAL GRADUATE
1606	Medical Doctors	I	I	1130	INITIAL - SINGLE PURPOSE

1595	Occupational Therapy Assistant	I	I	1210	INITIAL BY RECIPROCITY
1595	Occupational Therapy Assistant	I	I	1110	INITIAL BY EXAM

Based on the Department’s priority to implement initial applications first, we performed some further analysis on the number of actual initial applications processed by type over the last 3 years. The result of this analysis is provided in Appendix 2 – Initial Application 3 Yr Count History.

The analysis groups the transaction history into the following categories over the last three years:

- Individual Applications over 100
- Individual Applications 50 - 100
- Individual Applications under 50
- Organization Applications over 100
- Organization Applications under 100

This analysis largely validates the estimate of the number of initial applications to target. We will work closely with TDH to determine a final list of initial applications to implement within the counts proposed in the table below. More transaction types could be configured through a change order process. The estimated counts are based on expectation that TDH will largely agree that some of the less frequent transactions that attract only a handful of applications each year, will not be worth implementing online – at least not in the initial phase of the project.

Miscellaneous

These transactions include disciplinary status changes, and many internal business processes that would not be implemented as public services in Versa:Online. The best candidates for Versa:Online are:

- Application Status Inquiry
- Name Change
- Address Change
- Duplicate License Print Request

For the most part, these would be valid for the professions (individuals) rather than facilities (organizations). For example, facilities would not be permitted to move their location via an online process. It would require much more paperwork, inspections, etc.

Versa:Online Transaction Estimates

We made a number of assumptions to arrive at the following proposed number of online services to be configured in the Versa:Online implementation project. The estimates are based on the actual number of boards and license types and the actual number and types of transactions in Table 1.

Actual Number of Professions	78
Actual Number of Facilities/Orgs	65
	143

Note: Proposed release strategy is discussed in the Section 6 - Implementation Approach and Timeline. The proposed number and type of online services is provided in the following table.

The release strategy table below has been revised to implement initial applications in Release 1.

Proposed V:O Transaction Counts	#	Rationale
R1 - Initials for Professions @ avg 2 per Profession	150	For professions estimate based on standard application by exam and reciprocity applications for approximately 75 professions = 150. Up to 50 additional overflow transactions deferred to R2.
R1 - Initials for "Simple" Facilities	30	This is restricted to replacing the NIC renewals (20) for facilities plus the EH facility types (8), plus a buffer (2) = 30.
R1 - Practitioner Profile New Input	35	35 practitioner types
R1 - Practitioner Profile Changes	35	35 practitioner types
R1 - Application Status Inquiry	N/A	Standard feature of Versa:Online. No configuration needed.
R2 - Renewals (All Professions)	125	This is the actual number of renewal transactions in V:R for professions including EH (only 69 currently in NIC)
R2 - Renewals (Facilities currently in NIC)	30	Assume if they can renew online (20), they can apply online plus add EH facility types (8), plus a buffer (2) = 30.
R2 - Remaining Initial Applications, selected Reinstatements or Upgrades	50	Allows for additional higher volume transactions that will benefit applicants and reduce TDH staff work.
R2 - Misc - Address Change	78	Valid for professions only.
R2 - Misc - Duplicate License Print	78	Valid for professions only.
R2 - Misc - Name Change	78	Valid for professions only.
Totals	689	

Proposed number and type of online services with release strategy

5. Customizations

5.1 Customizations Proposed and Included

The following customizations are described in Section 2, and are included and priced in this scope of work.

#	Customization	Description
1	ECM Interface	Documents submitted online by applicants will be stored and indexed in the TDH ECM repository and be accessible in Versa:Regulation.
2	Online ePayment Interface	All online payments collected through Versa:Online will be made via an interface to the TDH ePay service.
3	Cash Reconciliation Report	We will analyse what is needed to reconcile cash received through the TDH ePay provider and develop a reconciliation report.
4	Supervisory Physician Entry and Approval	We will provide custom Versa:Online functions for APNs and PAs to select their supervisory physician by name and license lookup and for the supervisor to approve the relation and confirm the allowed drugs or schedules. This will also include an interface to the Controlled Substance Master Database.

5.2 Customizations for Future Consideration

Numerous possible customizations have been discussed for this project. Most would require further analysis to develop an approved specification and quote. Iron Data recommends customizations be carefully considered before approval and limited only to mandatory items needed to meet online adoption rates or required business functions that would otherwise prevent an online function from being implemented.

The following potential customizations have been discussed but are not proposed. However, we expect that based on detailed analysis of current TDH transactions, we will come across other requirements that will need custom screens or functions to be developed in Versa:Online. Based on our experience with multiple large, multi-program health and non-health agencies with over 150 license types, we expect to discover some additional customization that will be needed. Therefore we recommend a customization budget of 10% of the project be allocated and tightly managed by a TDH change control committee.

The following is a list of potential customizations. These are parked for future consideration.

#	Customization	Description
1	Secure Mailbox	Allow correspondence or messages to be sent to online user in a secure area for pickup online.
2	Configurable Pay Later Option	Allow Pay Later Option to be selected by license type and/or transaction type.
3	Pre-started applications	Applications loaded with information provided by exam providers.
4	Alternate Login	Not recommended. The NIC portal provides an unsecure login based on Date of Birth and SSN. Versa:Online login is secured by user registration, password strength, personal security questions and forgotten password recovery by email.
5	Special Searches	Not recommended. Use current TDH searches.
6	Online Complaints	Can be developed based on TDH specifications. See discussion elsewhere in this proposal.
7	Random CE Audit	This could be supported by standard configuration depending on business process. Versa:Regulation supports random audit. Versa:Online could configure a Proof of CE transaction to accept a document attachment.
8	Anytime Document Upload	Documents can be uploaded into any open online transaction. Additional document upload transactions could be configured using current functionality.
9	Online Self Print of Certificate	Development based on TDH specifications. Current certificates are printed in an overnight batch process.
10	Rabies Tags	Custom development needed.

11	Application Wizard	Custom development needed. The need for this can be largely mitigated with the use of “kill questions” and good instructional text configured with each transaction introduction screen.
12	Configurable Authorized User Option	Allow Authorized User Option to be selected by license type and/or transaction type.

6. Implementation Approach and Timeline

As stated earlier, we made a number of assumptions to arrive at a proposed number of online services to be configured in the Versa:Online implementation project. The estimates are based on the actual number of boards and license types and the actual number and types of transactions in Appendix 1.

Actual Number of Professions	78
Actual Number of Facilities/Orgs	65
	143

The release strategy table below has been revised to implement initial applications in Release 1.

Proposed V:O Transaction Counts	#	Rationale
R1 - Initials for Professions @ avg 2 per Profession	150	For professions estimate based on standard application by exam and reciprocity applications for approximately 75 professions = 150. Up to 50 additional overflow transactions deferred to R2.
R1 - Initials for "Simple" Facilities	30	This is restricted to replacing the NIC renewals (20) for facilities plus the EH facility types (8), plus a buffer (2) = 30.
R1 - Practitioner Profile New Input	35	35 practitioner types
R1 - Practitioner Profile Changes	35	35 practitioner types
R1 - Application Status Inquiry	N/A	Standard feature of Versa:Online. No configuration needed.
R2 - Renewals (All Professions)	125	This is the actual number of renewal transactions in V:R for professions including EH (only 69 currently in NIC)
R2 - Renewals (Facilities currently in NIC)	30	Assume if they can renew online (20), they can apply online plus add EH facility types (8), plus a buffer (2) = 30.
R2 - Remaining Initial Applications, selected Reinstatements or Upgrades	50	Allows for additional higher volume transactions that will benefit applicants and reduce TDH staff work.
R2 - Misc - Address Change	78	Valid for professions only.
R2 - Misc - Duplicate License Print	78	Valid for professions only.
R2 - Misc - Name Change	78	Valid for professions only.
Totals	689	

Proposed number and type of online services with release strategy

Release 1 - Initials for Professions Including Practitioner Profile Input

Implement initial applications for all professions (individual types). This represents the highest priority for TDH. Although initial applications are more complex than renewal, many of the applications will be similar and therefore could be implemented more quickly if deployed as a group. For the selected medical professions covered by the right to know legislation, initial applications would include collection of practitioner profile data and will include the supervising physician entry and approval process described earlier.

Release 1 - Practitioner Profile Changes

This is considered a priority and is therefore included in Release 1. We assume that these would follow the same template and process for all 30 profiled professions and will include the supervising physician entry and approval process described earlier.

Release 1 - Initials for Facilities and Organizations

Implement initial applications for all facilities (organization types). This represents a smaller number of more complex transactions. Many of the applications will be similar and therefore would benefit from being implemented together.

Release 1 - Application Status Change

This would be provided for all license types. It makes sense to implement this with the initial applications so that applicants can check on the status of their initial application online without having to call TDH.

Release 2 - Renewals

Implement all current renewals supported by NIC and any additional renewals desired by TDH so that we can retire the NIC portal functions in one release. This represents a largest volume of transactions.

Release 2- Remaining Initial Applications, selected Reinstatements or Upgrades

There are a considerable number of reinstatements and upgrade transactions processed annually by TDH. Implementing these online will benefit applicants and reduce TDH staff work. There are likely to be additional initial applications reviewed in R1 that are deferred to R2 because they are considered lower priority and/or to balance the work effort for TDH and Iron Data.

Release 2 – Miscellaneous Address Change and Duplicate License Print Requests

Implement various miscellaneous applications for all professions (individual types). This represents the highest count of transactions and time consuming work for TDH staff. It would include Address Change and Duplicate License Print. We will assume that these would follow the same template and process for all professions so that they could be implemented rapidly as a group.

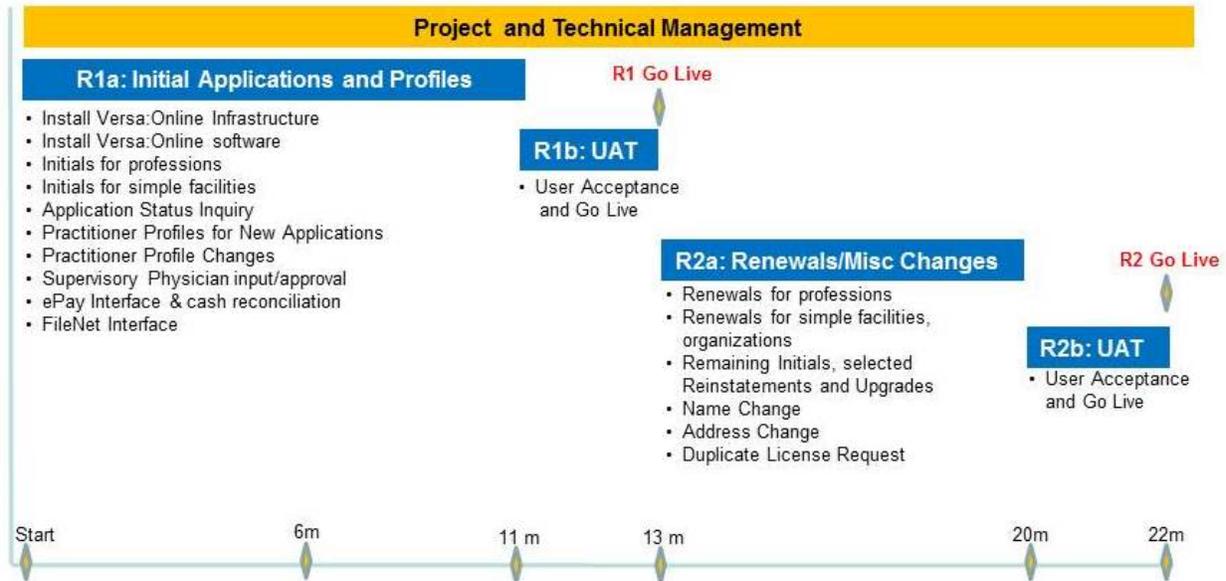
Release 2 – Name Change

This would be provided for all professions only. Since there is not a high volume of name change requests compared to initials and renewals, we moved these to R2 to balance the work effort. This transaction would allow licensees to attach proof documents and of course pay the fee online.

Assumptions

- 1) Initial applications are generally more involved than renewals because they require more data entry of name and address demographics, more data validation, more instructional text to guide the applicant to enter correct data, generally more requirements for submitting documents, and the need to route and manage the application via workflow queues to the appropriate TDH staff for processing. We have therefore allowed additional time on the schedule to implement initial applications in Release 1.
- 2) Practitioner Profile data capture with supervisory physician entry and approval process, and Practitioner Profile Changes, have been added to Release 1.
- 3) After Release 1, the TDH will need to modify their web site and provide content and instructions to direct applicants to either the Versa:Online portal for Initial Applications or to the NIC portal for Renewals and Address Changes.
- 4) TDH will provide guidance and specifications for the payment interface and reconcile monies arriving from both the NIC portal and the Versa:Online portal.
- 5) The project does not include re-engineering of business processes or configuration in Versa:Regulation of existing application transactions except in relation to adding the Practitioner Profile process to initial applications for the 35 affected professions and creating new transactions for accepting Practitioner Profile changes.

A high level Gantt chart for the project is provided below based on the assumptions and transaction counts proposed. The timeline and cost may be adjusted as described in Section 7 – Project Costs, based on an actual count if more or fewer transactions are selected for implementation.



Proposed Versa:Online Implementation Project Duration is 22 Months

7. Project Costs

Note ¹: An Internet Service Unit (ISU) is defined as one online transaction or service function (e.g. Renewal, Complaint, Address Change, License Verification Request, etc.) offered for one license type (e.g. nurse, barber, mortgage broker, pharmacy, etc.) through Versa:Online.

Note ²: Pricing and phasing in of maintenance is based on the proposed transaction counts by release. Any changes to the implemented transaction counts will result in a change in the project price through the change order process.

Note ³: Annual maintenance fees commence upon the go live date of the release and would therefore start in Year 2 after R1 is in production. Actual charges will depend on the actual number of transactions in production and adjusted annually.

Note ⁴: Customization budget based on 7% of contract value including services and license fees. It does not take into account total 5-year cost of maintenance. Customizations subject to additional annual maintenance of 15% of the development cost.

Note ⁵: Costs for requirements confirmation and configuration take into account considerable economies of scale that would be achieved on the project as it gathers momentum and the project team implements large numbers of similar transactions with similar workflow, instructional text and general functionality across similar license types. We will therefore not increase the quoted costs if up to 700 transactions are implemented. However, since Iron Data staff are assigned according to the resource loading in the project plan, we cannot provide a refund if fewer transactions are implemented during the project. Over time, we expect TDH IT Staff to become familiar with Versa:Online configuration capabilities and will be able to make changes or create new transactions or may contract with Iron Data for additional configuration services. Additional costs for such services would depend on the number of similar transactions requested together and the transaction complexity. Assuming no customizations are required, the effort to gather requirements, document and seek approvals, enter configurations, testing, UAT support and deployment could range from 3 to 7 days per transaction.

Note ⁶: This covers annual maintenance and support for the four customizations listed in Task 4.

Note ⁷: Maintenance is subject to a 5% increase annually after year 3. Year 1 is implementation year. R1 is released in Year 2. R2 is released in Year 3.

Note ⁸: Travel and living expenses will be based on actual costs and will use state approved rates and per diem charges provided TDH acquires any necessary approvals needed for Iron Data staff to qualify for State rates.

Iron Data's hourly rates for additional project work are shown below:

GSA Labor Category	Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 Rate	Year 5 Rate
Project Manager	\$190.00	\$193.80	\$197.68	\$201.63	\$205.66
Developer	\$175.63	\$179.14	\$182.73	\$186.38	\$190.11
Data Base Administrator	\$175.63	\$179.14	\$182.73	\$186.38	\$190.11
Business Analyst	\$168.75	\$172.13	\$175.57	\$179.08	\$182.66
Configuration Analyst	\$168.75	\$172.13	\$175.57	\$179.08	\$182.66
Report Writer	\$157.00	\$160.14	\$163.34	\$166.61	\$169.94
Configuration Lead	\$196.88	\$200.82	\$204.83	\$208.93	\$213.11
Technical Lead	\$204.38	\$208.47	\$212.64	\$216.89	\$221.23
System Architect	\$204.38	\$208.47	\$212.64	\$216.89	\$221.23
Information Architect	\$175.63	\$179.14	\$182.73	\$186.38	\$190.11
Trainer	\$150.00	\$153.00	\$156.06	\$159.18	\$162.36

8. Statement of Work

This section describes the implementation services that Iron Data will provide to TDH to implement Versa:Online as described in this proposal (see Note * below). The services described will be referred to as the Statement of Work (SOW) for the project. The SOW is based on Iron Data's proven Project Delivery Methodology (PDM) and describes how our teams will work together to complete the project. The PDM consist of a series of related implementation tasks. Each task corresponds to the delivery of specific products or services that are components of the overall project.

For each task in the SOW, we have provided a task overview, identified the deliverables and the key Iron Data and TDH responsibilities associated with the task. The tasks below are grouped to help plan resources and schedule the effort:

- Project Startup
 - Task 1 – Project and Technical Management (All Releases)
 - Task 2 – Software Installation (R1)
- Project Implementation
 - Task 3 – Requirements Confirmation and Configuration (R1, R2)
 - Task 4 – Develop Modifications and Interfaces (R1 Only)
 - Task 5 – Versa:Online Administration Training (R1 Only)
 - Task 6 – User Acceptance Testing (R1, R2)
 - Task 7 – Production Deployment and Go Live Support (R1, R2)
 - Task 8 - Transition to Help Desk

For each task, the sections below describe the:

- The deliverables associated with the task,
- A description of the task to be performed,
- The responsibilities of Iron Data, and
- The responsibilities of TDH.

.

2.1 Project Startup

This group consists of the following tasks:

- Task 1 - Project and Technical Management
- Task 2 – Software Installation (R1)

These tasks establish the project management process and the required infrastructure and base Versa:Online software so that development work can begin.

Task 1 - Project and Technical Management

Iron Data will initiate the project and provide project management and technical management for the Iron Data team responsibilities. The objective of this service is to establish a framework for project planning, communications, reporting, and contractual activity and to address any technical issues quickly and professionally. The Iron Data Project Manager will be responsible for the Project Planning and Project Management aspects of this task. The Iron Data Technical Lead will be responsible for the Technical Management aspects of this task. This task continues for the entire duration of the project.

Services offered to TDH will include:

- 1) Project Management
- 2) Technical Management

Iron Data Responsibilities:

Project Management

- 1) Review the SOW and the contractual responsibilities of both parties with the TDH Project Manager.
- 2) Establish a mutually agreeable response time within 30 days of project initiation.
- 3) Prepare and maintain a detailed project plan, which identifies and assigns tasks, major milestones for the efforts of the Iron data project team, the estimated dates on which they occur and indications of critical path. This deliverable will be provided in PDF format.
- 4) Measure, track and evaluate progress against the project plan.
- 5) Resolve deviations from the project plan with the TDH Project Manager.
- 6) Review project tasks, schedules, and resources and make changes or additions, as appropriate.
- 7) Conduct regularly scheduled meetings with the project team to review project status.
- 8) Track all action items associated with status meetings and project issues.
- 9) Review the project progress with TDH Project Manager during the regularly scheduled status meetings.
- 10) Administer the project change control procedure.
- 11) Review and analyze project change requests, maintain change request log.
- 12) Assemble the project team and assign responsibilities as required.
- 13) Provide bi-weekly status reports to the TDH Project Manager.

Technical Management

- 14) Provide technical requirements and recommendations for the required hardware and system software.
- 15) Establish connectivity between TDH's system and Iron Data development and support resources.
- 16) Perform or coordinate compliance with secure access to TDH's environment.
- 17) Perform or coordinate system installation and testing tasks with Iron Data technical staff.
- 18) Perform or coordinate database installation, tuning and configuration tasks with Iron Data technical

staff.

- 19) Monitor and coordinate code deliveries and upgrades with TDH staff on the TDH system.
- 20) Provide a single point of contact for the timely resolution of any technical issues relating to any interfaces required with 3rd party systems.

TDH Responsibilities:

- 1) Assign a full time Project Manager to this project. The Project Manager will act as the single point of contact and have the authority to make project related decisions. The TDH Project Manager will be the single point of contact for project related communications.
- 2) Review and approve the project plan and other plans.
- 3) Review and approve or reject project change control requests.
- 4) Review each deliverable within 5 business days. The Iron Data Project Manager shall submit each deliverable to the TDH Project Manager, who will be responsible for distributing the deliverable within TDH for review. The TDH Project Manager will collect the review comments and issue a single, unified set of comments to the deliverable back to the Iron Data Project Manager. Comments will be incorporated and the deliverable re-issued.
- 5) The TDH Project Manager will request, schedule and assign qualified TDH personnel to participate and execute tasks as described in this Statement of Work for the timeframes identified.
- 6) TDH will arrange for TDH personnel to be available to attend meeting, reviews, demonstrations, etc. as required by the detailed Project Plan.
- 7) TDH will respond to Iron Data requests for information, clarification, and make project related decisions within three (3) working days (unless there is another agreed upon timeframe).
- 8) TDH will assist in scheduling meetings and providing meeting and demonstration rooms as necessary.
- 9) TDH will provide for security clearance to buildings and equipment after normal business hours and holidays when required.
- 10) Provide a project office consisting of a safe working environment space and facilities for up to one (1) Project Manager on-site with network hook-up and telephone.
- 11) Provide at TDH expense, remote access to the TDH LAN for maintenance and support connection upon commencement of the project. This will be in the form of a Virtual Private Network (VPN) connection.

Task 2 - Software Installation (R1)

This task will be performed only in Release 1 to provide TDH with access to Iron Data's base Versa:Online software in the TDH development environment. Note that customizations, interfaces and TDH specific configuration will be delivered later in other tasks, in accordance with the project work plan.

Iron Data will install Versa:Online in a development environment hosted at TDH. The base installation of the system will serve the project in many ways. It will verify the overall architecture is working correctly and that infrastructure issues are discovered and rectified long before the system is scheduled to go into production. The environment will also serve as the repository for TDH's configuration data.

After successful configuration (Task 3), the configuration will be ported to a test instance in the TDH test environment which will be used during Task 6 - User Acceptance Testing.

Iron Data Responsibilities:

- 1) Provide technical requirements and recommendations for the required hardware and system software.
- 2) Establish connectivity between TDH system and Iron Data development and support resources.
- 3) Install and configure database software in the development environment.
- 4) Install and test Iron Data Software in the development environment (including any third party components within Iron Data's scope).
- 5) Conduct system performance testing of the TDH test Versa:Online environment.
- 6) Monitor and co-ordinate code deliveries and upgrades with TDH staff on the TDH system during the project.
- 7) Provide Iron Data Software System Guides.
- 8) Conduct Versa:Online overview of up to one-half (½) day.

TDH Responsibilities:

- 1) Obtain any third party vendor hardware and system software training which may be required prior to Iron Data training (e.g. Windows, MS Word, etc.).
- 2) Install and configure (make operational on TDH's network) all hardware and operating system software required for Iron Data Software. The Project Work Plan will define the precise dates the hardware and software are anticipated. Delays to the overall project timeline may occur if the hardware environment is not available to Iron Data within 60 days of project kickoff.
- 3) Provide Database Administrator (DBA) resources to install and manage the test, training and production environments according to responsibilities described in the System Guides provided during project initiation.
- 4) Provide TDH network administration including, but not limited to, establishing user login accounts and system access rights (roles and user security permissions).
- 5) Assign and provide access to a DBA as needed throughout the project to tune databases and troubleshoot any technical problems with the database instance (not required if TDH purchases the optional hourly DBA services as described elsewhere in this Statement of Work).
- 6) After the system is in production, TDH is responsible for daily operations requirements of the system including database backup and configuration.
- 7) After the system is in production, provide training for new users as required. TDH may request Iron Data to provide additional new user training through the change order process.
- 8) Provide management of TDH hardware infrastructure, operating systems, Local/Wide Area Network, installation/configuration and security of web server and application server infrastructure.
- 9) Provide, at TDH's expense, remote access to the TDH's Local/Wide Area Network for maintenance and support connection upon commencement of the project. This will be in the form of a Virtual

Private Network (VPN) connection.

- 10) Support all communications issues including, but not limited to, modifying firewall or router rules as identified by Iron Data. This task is intended specifically to ensure the cooperation of TDH's staff in allowing access to Iron Data Staff to TDH's system when required. Iron Data understands and respects the need to enforce security to prevent the threat of unauthorized attacks and will respect all TDH security standards. The success of the system will be directly affected by how fast and how well Iron Data is able to respond to and resolve problems that may arise.

2.2 Project Implementation

This group consists of the following tasks:

- Task 3 – Requirements Confirmation and Configuration (R1, R2)
- Task 4 – Develop Customizations (R1 Only)
- Task 5 – Versa:Online Administration Training (R1 Only)
- Task 6 – User Acceptance Testing (R1, R2)
- Task 7 – Production Deployment and Go Live Support (R1, R2)
- Task 8 - Transition to Help Desk

These tasks will result in the implementation of Versa:Online which will provide the online license portal functions. The implementation is divided into four releases. Some tasks are repeated to implement the specific content of each release as proposed below. This is indicated by appending the applicable release number(s) to the task name.

Proposed V:O Transaction Counts	#	Rationale
R1 - Initials for Professions @ avg 2 per Profession	150	For professions estimate based on standard application by exam and reciprocity applications for approximately 75 professions = 150. Up to 50 additional overflow transactions deferred to R2.
R1 - Initials for "Simple" Facilities	30	This is restricted to replacing the NIC renewals (20) for facilities plus the EH facility types (8), plus a buffer (2) = 30.
R1 - Practitioner Profile New Input	35	35 practitioner types
R1 - Practitioner Profile Changes	35	35 practitioner types
R1 - Application Status Inquiry	N/A	Standard feature of Versa:Online. No configuration needed.
R2 - Renewals (All Professions)	125	This is the actual number of renewal transactions in V:R for professions including EH (only 69 currently in NIC)
R2 - Renewals (Facilities currently in NIC)	30	Assume if they can renew online (20), they can apply online plus add EH facility types (8), plus a buffer (2) = 30.
R2 - Remaining Initial Applications, selected Reinstatements or Upgrades	50	Allows for additional higher volume transactions that will benefit applicants and reduce TDH staff work.
R2 - Misc - Address Change	78	Valid for professions only.
R2 - Misc - Duplicate License Print	78	Valid for professions only.
R2 - Misc - Name Change	78	Valid for professions only.
Totals	689	

Proposed number and type of online services and release strategy

Task 3 - Requirements Confirmation and Configuration (R1, R2)

The goal of this task is to confirm the requirements of all online transactions to be implemented, obtain TDH approval for the content and function of each transaction and enter and test the configuration in preparation for User Acceptance testing (Task 6).

The four-release strategy has been outlined in this Statement of Work. Therefore, we will follow the steps described below for each release.

Transaction Requirements

Iron Data will develop a Versa:Online Transaction Requirements Matrix for all possible online services that are covered by the current release. This matrix will be presented in series of ½ day meetings with business representatives of each Board with participation from TDH IT staff and System Administrators. The meetings will confirm the content of each online page of data to be collected for each license type within the specific Board. The Matrix will be updated with the decisions made during these meetings and used as an approval document to govern the configuration work.

Iron Data will rapidly prototype several sample transactions for these meetings so that participants get a real sense of the outcome of the requirements confirmation process.

Transaction Assignment

In addition to confirming the transaction requirements, Iron Data will request the Boards provide a table of staff work assignments or roles. This will be used to establish work queues so that transactions submitted online will route to the appropriate work queue and assigned to users if they are not approved automatically.

Transaction Instruction Text

Another key element of the configuration effort is to enter instructional text on each online page. The instructional text can be generic or can be specific to each transaction. It can provide context to the applicant to describe what is expected on the application, or what might be next steps in processing the application. Instructional text can make a big difference in the user's level of satisfaction with the online application and therefore with the whole interaction with TDH. It personalizes the experience and can significantly reduce phone calls from applicants with questions about business rules and procedures.

To collect, confirm, approve, enter and test instructional text, Iron Data will provide a template worksheet for each Board. We will collect the worksheets and answer questions and provide support and advice on best practices for successful online interactions. Iron Data will enter and test the approved instructional text into the configured online transactions in preparation for User Acceptance testing (Task 6).

The following deliverables will be provided for each release:

- 3.1 Versa:Online Transaction Requirements Matrix
- 3.2 Versa:Online Instructional Text Worksheets
- 3.3 Configured Versa:Online Transactions

It is important that TDH assign a System Administrator who may observe and actively participate in configuration which will prepare them for the maintenance of the configuration as business processes evolve or requirements change over time. The Iron Data team will work closely with TDH System Administrators in order to train them on the configuration and maintenance of the Iron Data system. TDH System Administrators are required to attend the requirements confirmation interviews. If any requirements are discovered during the interviews that cannot be handled by setup and configuration of standard features, then they will be handled as a system modification.

Iron Data Responsibilities:

The following steps apply to each release:

- 1) Develop and deliver the Versa:Online Transaction Requirements Matrix.
- 2) Configure prototype transactions for each Board.
- 3) Conduct ½ day requirement confirmations sessions for each Board.

- 4) Collect the matrix data from each Board, answer questions and provide support.
- 5) Collect transaction assignment rules from each Board, answer questions and provide support
- 6) Enter and test transaction queues and assignment rules.
- 7) Enter and test transaction configurations based on the approved Versa:Online Transaction Requirements Matrix.
- 8) Develop and deliver the Versa:Online Instructional Text Worksheets.
- 9) Collect the worksheets, answer questions and provide support.
- 10) Enter and test the approved instructional text into the configured online transactions
- 11) Deliver configured transactions for User Acceptance Testing.

Client Responsibilities:

- 1) Distribute the required templates and worksheets to qualified Board staff. The TDH Project Manager will also collect the documents to be returned to Iron Data according to the schedule in the Project Plan.
- 2) Scheduling meetings and demonstration rooms as necessary.
- 3) Arrange for qualified subject matter and business process experts from each participating board or program to be available to attend meeting, reviews, demonstrations, etc. as required by the Project Plan.
- 4) Participate in requirements gathering sessions and review and approve the Transaction Requirements Matrix.
- 5) Confirm transaction assignment rules and provide a table of staff work assignments or roles.
- 6) Provide transaction instructional text in a standard Iron Data template format (Instructional Text Worksheets)
- 7) Respond to Iron Data requests for information or clarifications, and make project related decisions in a timely fashion to maintain configuration progress, typically three (3) business days unless otherwise negotiated.
- 8) Following validation of the initial system configuration, responsibility for ongoing configuration maintenance will transition to the TDH System Administrator(s) with Iron Data assistance.
- 9) Confirm that the configuration defined meets the requirements of any applicable laws, regulations, and statutes.
- 10) Amend existing procedures (system or manual) and/or implement new procedures where required.
- 11) Provide sign-off to Iron Data for any project change requests related to TDH requested system modifications.

Notes:

- 1) Changes to the TDH configuration after design documents and mapping documents have been approved could result in additional cost to the project.

Task 4 – Develop Customizations (R1 Only)

This task will produce functional design documents for the customizations proposed and identified below. We will then develop and deliver the customizations to the TDH test environment.

To minimize cost and risk to TDH, and maximize the use of COTS functions, Iron Data proposes to use existing standard COTS features and functions wherever possible. The standard features and functions of our proposed products are described in more detail in our proposal. Any additional unique requirements will be handled in one of following ways:

- 1) Modifications noted below will be developed.
- 2) Iron Data will suggest business process re-engineering possibilities, to meet TDH requirements through core functionality.
- 3) We will use configuration to tailor the system to meet TDH rules and regulations.
- 4) Other processes that cannot be changed or configured will go through the Change Control Process to assess the impact and cost of such desired modifications. Only changes approved by the TDH Project Manager will be implemented.

Gaps between core system functionality and TDH business needs will be addressed as follows:

- Interview TDH staff to gather detailed modification requirements.
- Iron Data will complete formal documentation for modifications to be approved by the TDH Project Manager.
- Schedule new development(s) once Functional Specification Documents are approved.
- All new requirements, outside of the scope of this Statement of Work, will go through the normal Change Control Process. New modification requirements or changes to existing functionality not identified in the Statement of Work may result in a schedule impact.
- After a Functional Specification document is accepted by TDH, any alterations thereafter will be handled via the Change Control Process. Modifications are subject to annual maintenance fees calculated at the standard maintenance rate.

The following customizations are described in Section 2, and are included and priced in this scope of work.

#	Customization	Description
1	ECM Interface	Documents submitted online by applicants will be stored and indexed in the TDH ECM repository and be accessible in Versa:Regulation.
2	Online ePayment Interface	All online payments collected through Versa:Online will be made via an interface to the TDH ePay service.
3	Cash Reconciliation Report	We will analyse what is needed to reconcile cash received through the TDH ePay provider and develop a reconciliation report.
4	Supervisory Physician Entry and Approval	We will provide custom Versa:Online functions for APNs and PAs to select their supervisory physician by name and license lookup and for the supervisor to approve the relation and confirm the allowed drugs or schedules. This will also include an interface to the Controlled Substance Master Database.

Iron Data Responsibilities:

- 1) Confirm the proposed functional additions and changes required, including configurations necessary to support TN TDH required modifications.
- 2) Develop functional specifications.
- 3) Design the proposed additions and changes.
- 4) Develop program modifications.
- 5) Unit, system and integration test of all affected modules.

TDH Responsibilities:

- 1) Assign a TDH Subject Matter Expert (SME) to work with Iron Data analysts to define requirements. The TDH SME will be the contact person who is familiar with the specific business requirements

addressed by the modification, will be responsible for verifying that the functional specifications proposed meets the business requirements, and will participate in the acceptance testing of the modifications.

- 2) Provide detailed annotated interface file layout(s), technical specifications, sample files, and the business rules for all interfaces.
- 3) Review and approve functional specification document(s) within five working days or other agreed timeframe.
- 4) Provide written test case scenarios for modifications.
- 5) Communicate with and manage any third party agencies that receive or send the interface data files and obtain necessary information or data files (See Note 1).
- 6) Assign qualified personnel to perform data mapping activities, complete data mapping spreadsheets, and to attend data mapping meetings.
- 7) Perform analysis of legacy data.
- 8) Provide extract of legacy data in agreed-upon format.
- 9) Analysis of legacy data and correction of legacy data issues that adversely impact conversion.

Assumptions for implementation of interfaces:

- 1) TDH will provide the business rules of the interface, conduct an acceptance test to verify that the interface meets requirements, and provide a point of contact and facilitate communication with third parties. Third parties may be businesses or organizations that are either receiving or sending data from/to TDH, (e.g. bank, testing company, or other government agency).

Assumptions for data conversion from the Controlled Substance Master Database:

- 1) In order to implement the controlled substance supervisory physician relationship in Versa:Regulation, legacy data will be migrated from the existing controlled substance database into Versa:Regulation. The data migration will be limited to the minimum required tables to support the supervisory physician functionality. The entire database will not be migrated into Versa:Regulation.
- 2) IDS will utilize a standard format to exchange information from the TDH controlled substance legacy data sources called the Common Data Format (CDF). The CDF spreadsheet outlines the target format for extracting data and will be provided to TDH for reference and for conducting the data mapping activities. Data will be extracted by TDH in accordance with the specifications outlined in the spreadsheet which contains information regarding fields, data type, length, foreign key constraints, and descriptions of the fields and business rules for importing the data. The spreadsheet will be used as a template to map the legacy system to Versa:Regulation, as well as identify table and field level gaps. TDH is primarily responsible for data mapping, with consultation to be provided by IDS
- 3) IDS is primarily responsible for creation and execution of scripts to load the TDH extracted data into the Versa:Regulation database tables. Further, IDS will perform automated validation of the converted data and error reports to the team so that data cleansing and extract adjustments can be performed by the TDH team. The data conversion process will iterate through Extract, Transform, Load (ETL) cycles with error reporting and TDH SME validation prior to entering into the final user acceptance testing.
- 4) Data Mapping is dependent upon TDH approval of the Controlled Substance Enhancement Detailed Business Requirements.

Task 5 - Versa:Online Administration Training (R1 Only)

This task is to provide training to TDH system administrators to

- 1) Provide the ability to understand, participate and approve the solution configuration (Task 3)
- 2) Prepare for Versa:Online Acceptance Testing (Task 6)

This task focuses on training TDH System Administrators that are very familiar with business rules and requirements on how to navigate and operate the system and maintain the system configuration. They will be the lead TDH personnel who will be the first point of contact for support for the application and should be available to facilitate future training sessions for agency staff who will also participate in User Acceptance Testing.

This training will be conducted at a TDH site unless otherwise negotiated. Iron Data will train a maximum of five (5) TDH staff members in the configuration and administration of the system.

TDH will be responsible for providing all necessary training facilities and equipment including: computers for each student, connections to the training environment, projector and whiteboards. Training classes will consist of:

Class Name	# of Classes x # of Students	Days per Class	Total Days
1. Versa:Online Administration	1 x 5	4	4

Iron Data Responsibilities:

- 3) Develop Training Plan
- 4) Prepare training materials.
- 5) Conduct training classes.
- 6) Collect TDH feedback on training effectiveness and results.

TDH Responsibilities:

- 1) Provide classroom facilities, supplies, software (e.g. Word, Adobe PDF, etc.) and equipment for use during each training class.
- 2) Replicate and distribute training materials to students.
- 3) Schedule classes and enroll TDH personnel suitable to receive training and ensure they are available during the scheduled classes.
- 4) Ensure attendees are skilled in the navigation and use of Microsoft (MS) Windows based applications.

Notes:

- 1) Iron Data assumes that TDH will designate at least two System Administrators. These resources may participate in the initial configuration of the application (i.e. set up of business rules) leading up to the first configuration acceptance test as a key element of Iron Data’s knowledge transfer approach. Following acceptance of the configuration, the TDH System Administrator(s) will have the responsibility of maintaining or modifying the configuration with support from Iron Data. If TDH feels that their current resource levels will not accommodate the assignment of a System Administrator, Iron Data can provide ongoing system administration services using Optional Hourly Services or a Project Change Request.

Task 6 - User Acceptance Testing (R1, R2)

This task will give TDH the opportunity to verify that the new business solution is ready for implementation and deployment into production through User Acceptance Testing (UAT). It would be repeated for each release.

User acceptance testing validates that the system correctly handles TDH business processes, and the system is ready for go-live. Agencies that prepare and conduct thorough User Acceptance Testing have a smoother implementation and gain much faster acceptance. Iron Data and TDH will assign dedicated teams and make them available for this critical task according to the schedule in the project plan.

This task will help TDH prepare and conduct its UAT based on practices that help optimize the balance between the time demand on TDH users and the important benefits from testing. Iron Data will supply TDH with test case examples to support acceptance testing of Versa:Online processes.

The TDH team will develop the test cases independently to reproduce business oriented processes to demonstrate that the final solution meets TDH requirements, laws, statutes and administrative rules. Preparing for these tests is an important component of validating requirements, both internal and external to the system have been considered prior to go-live. TDH will perform these test cases in formal UAT sessions to verify the Iron Data solution is operational. User Acceptance Tests should be developed and executed across the system, covering the public-facing services and validating their impact to the Versa:Regulation back office database.

Iron Data Responsibilities:

- 1) Prepare the User Acceptance Test Plan Template.
- 2) Provide TDH with Iron Data's core set of sample Test Cases.
- 3) Provide assistance and support to the TDH acceptance test team. Iron Data will provide up to 20 days of onsite UAT support for each release.
- 4) Review and triage the issues list with the TDH UAT Test Manager using the issues reporting template and issue management process.
- 5) Review and provide feedback on the TDH system test cases to support the license processes including
 - a. Online Renewals
 - b. Online Initial Applications
 - c. Application Status Inquiry
 - d. Address Change
 - e. Name Change
 - f. Duplicate ID Request

TDH Responsibilities:

- 1) Collect representative test data required to validate the system.
- 2) Provide facilities for User Acceptance Testing environment (same requirements as Training).
- 3) Schedule and monitor User Acceptance Testing participation.
- 4) Resolve conflicts that prevent TDH subject matter experts from participating in scheduled UAT sessions.
- 5) Assign a UAT Test Manager who will be responsible for the execution of UAT in accordance with the test plan and test scripts. The UAT test manager will triage issues reported by TDH UAT testers. The UAT Test Manger will be assigned at least 60 business days prior to UAT start,
- 6) Develop the UAT test plan and provide to Iron Data at least 30 business days prior to UAT start, The UAT Test plan will outline the TDH roles, responsibilities and UAT schedule. Iron Data will provide feedback on the test plan in 5 days.
- 6) Develop comprehensive UAT test scripts that to support the online license processes listed below. Test scripts will be provided to Iron Data at least 30 business days prior to UAT start for review and

feedback.

- a. Online Renewals
 - b. Online Initial Applications
 - c. Application Status Inquiry
 - d. Address Change
 - e. Name Change
 - f. Duplicate ID Request.
- 7) Execute the acceptance test data and validate the test results. During UAT TDH will report weekly progress to Iron Data on number of scripts executed, passed and failed. Conduct regression testing for issues resolved prior to go-live.
- 8) Acceptance of system and certification for go-live.

Note:

- 1) It is reasonable to expect that some defects will likely remain in the software and will be resolved after it is deployed. The presence of a reasonable level of defects that do not interrupt business or cause data corruption should not delay the decision to begin using the software in production.

The following is a table of defect levels and the quantity of each that is the assumed maximum acceptable number of defects.

SEVERITY	DEFINITION	GO-LIVE CRITERIA
Level 1 – Blocker	<p>A problem with software or a component causing critical impact to Client's business operation.</p> <ul style="list-style-type: none"> o Compromises the integrity of data, o Does not leave an audit trail, o Impairs the ability of a function or process to carry out essential processing; <p>and provides no reasonably acceptable work-around solution to allow work to continue within the system.</p> <p><i>This priority code is assigned to critical system defects that stop all or an essential part of the Iron Data applications from working.</i></p>	Zero (0) identified defects will remain open
Level 2 – High	A defect that adversely affects the ability of a function or process to carry out <u>critical</u> processing <i>but for which there is a work-around solution that is reasonably acceptable while the responsible party repairs the defect.</i>	Two (2) or fewer identified defects will remain open per participating board
Level 3 – Moderate	A defect that adversely affects the ability of a function or process but a practical workaround exists while the responsible party repairs the defect.	Ten (10) or fewer identified defects will remain open per participating board
Level 4 – Minor	All other defects that do not reduce the integrity of the data or materially affect the ability of a function or process to carry out critical or non-critical processing.	Because processing is not substantially affected, defects of this type will not preclude acceptance.

Task 7 - Production Deployment and Support (R1, R2)

Iron Data's Project Manager will work closely with TDH's Project Manager to define a Deployment Plan for the cut-over to production. This plan will define the critical activities, responsibilities, and deadlines for each component of the transition from the legacy system to the upgraded system in the Production environment. Iron Data will provide on-site support for up to ten (10) work days following the cut-over of the system to production to support TDH staff during the change-over to the new system. Iron Data personnel will:

- Assist TDH in day-to-day use and operation of the new system providing additional direction and instruction where required
- Correct configuration defects
- Assist with issue identification, management, and resolution

Following deployment, the Iron Data Project Manager will work with TDH's Project Manager to schedule a post-implementation project review and lessons learned meeting. This will allow Iron Data to further fine-tune its Project Delivery Methodology by capturing TDH's perspectives on what went well and where improvements can be made.

Iron Data Responsibilities:

- 1) Assist with production deployment of configuration and modifications.
- 2) Provide on-site support after the go-live date.
- 3) Assist users with any technical problems or system understanding.
- 4) Identify and correct any production issues.
- 5) Facilitate a Project Lessons Learned review meeting and document results.

TDH Responsibilities:

- 1) Validate that end-users desktops meet minimum standards.
- 2) Assume responsibility for day-to-day administration of the system.
- 3) Report any problems and/or system issues encountered to the Iron Data support desk.
- 4) Participate in Project Lessons Learned review meeting.

Task 8 - Transition to Help Desk

The following deliverables are related to transitioning TDH to warranty and ongoing maintenance support through the Iron Data Help Desk:

- 8.1 Support Procedures Document
- 8.2 Support Transition Meeting

Following the contractual post go-live period, support will be handled per Iron Data's Annual Maintenance and Support Agreement. Prior to this transition to support, Iron Data will conduct a Transition Meeting with TDH staff to review the procedures and processes and introduce TDH staff to the key Support Desk professionals that will have primary responsibility for their account. Topics to be covered during this transition meeting include:

- Confirmation of primary points of contact between TDH and Iron Data Help Desk
- Procedures for documenting and submitting issues to the Iron Data Help Desk
- Tools and resources available for self-help
- Information required to facilitate rapid issue resolution
- Issue severity and response time expectations
- TDH / Iron Data responsibilities and expectations

Iron Data Responsibilities:

- 1) Provide support procedures documentation.
- 2) Schedule support transition meeting.
- 3) Assist TDH with transition to ongoing support model.
- 4) Continue to identify and correct any production issues.
- 5) Provide ongoing support and maintenance.

TDH Responsibilities:

- 1) Schedule TDH administrators to participate in transition meeting.
- 2) Maintain responsibility for day-to-day administration of the system.
- 3) Report any problems encountered to the Iron Data support desk using the specified format.

2.3 Project Delivery Assumptions

Iron Data looks forward to reviewing this proposal with TDH and negotiating a clear understanding of the SOW as appropriate to deliver the solution. The final SOW will be included in the final contract between Iron Data and TDH. The final contract will include the final SOW, a list of deliverables with approved acceptance criteria and a payment schedule. The following are key project delivery assumptions that were utilized in the development of the SOW and project delivery plan.

- 1) Additional TDH specific customizations to Iron Data products are subject to an annual support and maintenance fee of 15% of the cost of the customization.
- 2) Once deliverables are signed off and accepted, they may only be modified by mutual agreement through the Change Control Process.
- 3) Changes to the project will be documented and submitted to the TDH in writing through the contract Change Control Process. Change documentation will identify any cost and/or schedule impact.
- 4) TDH will assign a knowledgeable resource to be designated as their System Administrator who is familiar with current Versa:Regulation system configuration tasks. This person will participate in the configuration of the application (i.e., set up of business rules) leading up to the first configuration acceptance test.
- 5) The success of the project requires a commitment from TDH to name specific subject matter and business process experts from each board and make them available as required to attend requirements meetings, clarify business processes, lead or participate in acceptance testing and respond in a timely manner to Iron Data requests for information. These resources will be named 2 weeks before project kickoff. Iron Data will require the following participation levels by board.
 - Small Boards – 0.5 FTE
 - Medium – Large Boards 1-2 FTE
 - Medical and Osteopathy Boards – 2-3 FTE (the additional resource is requested for practitioner profile work)
- 6) TDH is responsible for providing detailed annotated interface file layout(s), technical specifications and the business rules for any interfaces with external systems per the mutually agreed upon project timeline if requested. TDH will also be the primary point of contact with any third party agencies that receive or send the interface data files for scheduling meetings, interface definition, troubleshooting and interface testing. TDH delays in providing third party information may adversely impact the project timeline.
- 7) Iron Data will provide technical documentation describing the proposed customizations and interfaces that will be approved by TDH. TDH is responsible for the development and of any user related job procedures guides or instructions.
- 8) TDH shall ensure that all users are trained on business processes required to conduct their functional area responsibilities via the Iron Data solution prior to go-live.
- 9) TDH will assign an internal Test Manager that will coordinate the User Acceptance Testing preparation and execution. TDH Test Manager will ensure that the subject matter experts execute the Acceptance Test Plan and validate that the system meets the process requirements, rules and regulations, and that there are no significant issues that would prevent go-live.
- 10) Environmental Health (EH) and TDH will share a common Versa:Online portal style sheet branded with TDH logos and colors.
- 11) The project does not include re-engineering of business processes or configuration in Versa:Regulation of existing application transactions except in relation to adding the Practitioner Profile process to initial applications for the 35 affected professions and creating new transactions for accepting Practitioner Profile changes.

2.4 Hardware and Infrastructure Assumptions

- 1) TDH will appoint a DBA or other Technical Lead to the project that will coordinate TDH work to setup and maintain the hardware, operating systems, database and communications infrastructure.
- 2) Iron Data's Technical Lead will install Iron Data software in the TDH test environment and will provide TDH technical staff instructions and support for implementing and maintaining Iron Data's base code and subsequent code drops. The TDH DBA, or other Technical Lead, will install the software in subsequent environments and maintain these environments as new code drops become available. Iron Data's Technical Lead will also support the TDH with hardware and environment issue resolution where requested within the project's budgeted technical support hours. Additional technical support hours may be added to the contract if desired through the change order process.
- 3) TDH will install, and configure (make operational on the TDH network) all hardware and operating system software required for Iron Data software within sixty (60) days of project kickoff. The final project work plan will define the precise dates the hardware and software will be provided to TDH. Delays in the implementation of the required infrastructure may result in a project extension and additional project management costs.
- 4) The statement of work assumes the TDH DBA resources will install and manage the database software for all environments (e.g., test, training and production environments) according to responsibilities described in the Iron Data Software System Guide.
- 5) TDH will assign a DBA as needed throughout the project. The DBA will manage and tune the databases as well as troubleshoot any technical problems with the database instance. After initial installation, the databases required for testing, training, and production will need to be managed, monitored and backed up by TDH personnel. TDH may outsource DBA responsibilities to Iron Data using the Change Control Process.
- 6) TDH is responsible for management of its hardware infrastructure, Operating Systems, Local /Wide Area Network, installation/configuration and securing of web application server infrastructure.
- 7) TDH will provide at TDH expense remote access to the TDH LAN for maintenance and support connection upon commencement of the project. This will be in the form of a Virtual Private Network (VPN) connection.
- 8) TDH is responsible for communications issues including but not limited to modifying firewall or router rules as identified by Iron Data. This is intended specifically to ensure the cooperation of TDH staff in allowing access to Iron Data Staff to the TDH system when required. Iron Data understands and respects the need to enforce security to prevent the threat of unauthorized attacks and will respect all TDH security standards. The success of the system will be directly affected by how fast and how well Iron Data is able to respond to and resolve problems that may arise. Reliable connectivity through a VPN will be required. Since some agencies have specific rules, forms, and procedures that need to be followed to allow any third party access to TDH systems, this task must be completed by TDH personnel.

Attachment 6

Infrastructure and Standards Requirements

6. Infrastructure and Standards

6.1. Introduction

Versa:Regulation and Versa:Online shall operate in one of several computing environments supported by the State. This document identifies the standards that the Contractor will follow in the selection of system components, design, construction, and implementation of the System.

[Note at the RFP Stage: This document identifies several computing platforms that are supported and therefore can be proposed by the Proposer; only the ones necessary for the successful Proposer's proposal will be retained in the Contract.]

6.2. General Comments on Development Standards

- a. The system must be designed and constructed with either Microsoft .NET or J2EE architecture.
- b. The system should be designed using well-developed design patterns such as the Model View Controller (MVC) model/pattern/technology/architecture. (e.g. <http://java.sun.com/reference/blueprints/index.html>).
- c. The system must be designed using component based technology. (i.e., Allowing standalone components, designed based on widely accepted software standards for the component model, to be easily integrated into the application)
- d. The system must be developed using either ORACLE or MS-SQL Server as the database standard.
- e. Client presentation must be thin-client presented in a browser by means of JSP, ASPX, or HTML. No downloads to the client will be accepted. (Servlets and applets are not considered as downloads.)

6.3. Standards common to all environments

- a. The system must contain an XML-based interface that is interoperable with the State's portal environment, currently contracted through National Information Consortium (NIC).
- b. The system must allow any Microsoft .NET (ODBC, OLEDB, SQL Client, Oracle Client) or J2EE data provider compliant software, to make calls to the database(s). Access controls must be in place to assure that connectivity to the data through any of these database service providers is managed based on the appropriate authenticated role of the user. All standard Microsoft .NET or J2EE database provider functions must be supported in this interface including, but not limited to; select, create, insert, update, and delete.
- c. The system must include a letter producing system that utilizes MS Word document (.doc) format.
- d. The system must include an ad-hoc reporting feature. The approved State standard reporting tools are: Crystal Reports, Crystal Enterprise, Oracle Reports, and Oracle Discoverer.
- e. The system must use State standard TCP/IP communication protocols.
- f. The system must be 128 bit or stronger SSL encryption for all communications with the client's browser.
- g. The system must be able to integrate with Microsoft Office 2010 or greater.

- h. The system must be fully functional for users via Microsoft Internet Explorer 9.0 or greater on the State's network. (The system must produce/emit valid XHTML 1.0 Transitional or HTML 4.01 Strict as specified in W3C specifications.)
- i. The system must be able to accommodate deployment of the database on a physically separate database server behind the State's firewall accessible only via the application or XML. (No direct web access to the database will be allowed.)
- j. The system will not require or allow database administrative rights.
- k. All transactions that transmit passwords or user account names must be encrypted.
- l. The system must restrict technical administrative functions to a non-root user level or Administrator equivalent level.
- m. The system must use DNS entries for access and not contain any hard coded IP addresses.
- n. The system must be able to integrate with FileNet Image Services and Content Manager, version 5.x or higher.
- o. The system must be able to send email through the State of Tennessee's existing SMTP email gateway. If the application uses the SENDMAIL function, then the application must be configured not to be able to accept mail.
- p. The system must be compatible with GroupWise 6.5 or later for external email. Post Office Protocol version 3 (POP3) or Internet Message Access Protocol version 4 (IMAP4) is allowed as long as the application is behind the firewall and uses a Secure Sockets Layer (SSL) scheme.

6.4. Server Platform Standards (Alternative 1: UNIX)

- a. The system must be designed to operate in a Sun Solaris version 9 (or higher) environment.
- b. The system must use ORACLE database 11g version 2 or higher.
- c. The system must be deployable to an ORACLE Application Server 9.0.4 or higher.
- d. The system must utilize ORACLE Apache 9.0.4 or higher web server.
- e. The system must use Java 1.3 or higher.
- f. The system must be designed using N-tier (3-tier) architecture so that computing components in these tiers can be scaled to meet increases in system load requirements. Proposals based on 2-tier Fat Client server or host/dumb workstation architecture will not be accepted.
- g. A true DMZ must be constructed as the middle tier.
- h. The system must be deployable to a sub-directory and execute as a non-root system user. No system commands are allowed in the code (including system out messages).
- i. The system must include a connection pool ("Resource Pool") having an "Application" scope and synchronized methods. (Must be coded to be distributable.)

- j. For authentication in a UNIX environment the system must be compatible with the State of Tennessee standard directory service.

6.5. Server Platform Standards (Alternative 2: Windows)

- a. The system must be designed using N-tier (3-tier) architecture so that computing components in these tiers can be scaled to meet increases in system load requirements. Proposals based on 2-tier Fat Client server or host/dumb workstation architecture will not be accepted.
- b. H.5.b A 3-Logical/2-Physical tier or 3-Physical tier architecture may be proposed however, the middle or application tier must represent DMZ.
- c. H.5.c The system must utilize the State of Tennessee's production Active Directory domain if Active Directory is used with no child domains or external forests to be joined to the State's directory.
- d. H.5.d The system must utilize the State's Active Directory Schema without modification to the Schema.
- e. H.5.e The system must run on a member server in the State's Active Directory without running on or installing its own domain controller domains if Active Directory is used.
- f. H.5.f Any system processes must run as a service; the console cannot remain logged in to maintain a process.
- g. H.5.g The system must support MSMQ 2.0 or higher IF utilizing Message Queuing.
- h. H.5.h The system must run on Windows 2012 Server with IIS8 or higher Web Server.
- i. H.5.i The system must utilize Microsoft SQL Server Database 2012.

6.6 Workstation Standards

- a. The hardware must be Intel based.
- b. The operating system must be Windows 7 Professional or higher.
- c. H.6.c The successful vendor's application must be in compliance with State Standard workstations.
- d. H.6.c The application must be functional with a minimum screen resolution of 800 x 600 pixels.

6.7 Performance Standards

- a. The system must be designed and implemented to meet the response time and availability standards described here. The Contractor should assume a user load of 150 concurrent users accessing the system during an average day. If response time and/or system availability degrades to a level of non-compliance during the periods specified, the Contractor must take the necessary steps to bring the system back to the required level unless the State determines that factors outside the Contractor's control, such as the State's infrastructure, are the cause.
- b. Response times of less than 1.5 seconds transaction response time from screen-to-screen for 50% of all transactions and less than 0.5 seconds for field-to-field activity is required within the system. Response times will be reviewed during the Acceptance Test

phase and again during the first month of each implementation of a production version. After the first month of production for each implementation, if the response time degrades to a level of non-compliance with the user-defined standard, then the Contractor will have one (1) month from the date of notice by the State to resolve the performance back to the required response times. Failure to meet the standard can effect the continuation of the Contract and the State will not pay annual maintenance and support fees until such time as the standard is met.

- c. The system shall be available and fully functional 99% of the time, exclusive of scheduled downtime. This standard translates into a maximum allowed unscheduled downtime of 156 minutes per month. Scheduled downtime is limited to 8 hours per week and must take place during non-core business hours. Core business hours are defined by the State as 6:00 a.m. to 6:00 p.m. Central Time, Monday through Friday including State holidays. Non-core hours are defined by the State as 6:00 p.m. to 6:00 a.m. (CST), Monday through Friday and all day Saturday and Sunday.



ATTACHMENT 7

State of Tennessee Department of Health

Versa: Regulation Post Go-Live Enhancements Proposal
(Final)

Submitted by:



www.irondata.com
September 21, 2015

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1. Background

In November 2013, the Tennessee Department of Health (TDH), Division of Environmental Health (EH) began production use of Iron Data's Versa:Regulation (V:R) solution. On April 20, 2015 the Division of Health Licensing Regulation (HLR) added their boards and programs to the production system. During the HLR phase of the project, there were several enhancements requested by users that were put on hold until after the go-live. This was done so the project teams could stay focused on the core V:R project deliverables and not cause further delays by introducing new scope to the project. These enhancements were planned for payment through TDH contract 34310-17011 used for both the EH and HLR phases of the project.

The TDH and Iron Data teams began to develop requirements and project change requests (PCR's) for these enhancements after go-live. Many were approved, developed, delivered, invoiced and paid via the original contract 34310-17011 which expires on February 14, 2016. However, six additional PCR's remain that could not be implemented under this contract due to lack of remaining funds. These six PCRs are re-quoted in this proposal with the intent of having them included in the new contract that will replace the expiring contract.

2. Post Go-Live Enhancements Proposed

The following is list of six post go-live enhancements and their current status. Except for PCR 59, PCRs 57 through 60 are re-quoted at the fixed price previously offered under the old contract as they were in process and approved by TDH prior to this proposal. PCR 59 was a small item covered under the previous contract. PCR's 61 and 62 are offered in this proposal and quoted herein.

Incorporation of this proposal into a new contract by reference shall constitute acceptance of the pricing and terms of this offer. The following is a summary of the proposed enhancements.

PCR 57 (9 cases) – Status: Approved, developed and deployed to TDH

- Add license types to tndh73 – Case 64345
- Agency source breakdown report (ACS) – Case 63604
- Upper case for city field – Case 64334
- Modifier added to ezExport – Case 64323
- Signature RSD future date restriction – Case 64331
- Change in docket field – Case 22858
- Abuse Registry Detail report – Case 34047
- EMS extract DBR – Case 39023
- Excel output and rank parameter – aa84 Changes – Case 64333

PCR 58 (1 case) – Status: Approved, developed and deployed to TDH

- Add practice address for Pharmacists on the practitioner profile

PCR 60 (6 cases) – Status: Approved, partially developed and deployed to TDH

- Board status change detailed listing report – Case 10158
- Payment history combined DBR – Case 34039
- Privilege tax delinquency process – Case 64340
- Revenue Lockbox interface (part #2) – Case 64342
- Modifications on tndh44 and tndh07 – Case 64952
- Health care facility qualification extract Case 65006

PCR 61 (9 cases) – Status: Estimated, requires approval

- Open case activity history report – Case 22859
- Closed case report changes – Case 22862
- Clone to copy allegations – Case 33976
- EMS – map EMR to FR rank - Case 64322
- Workflow alerts for BIV – Case 64336
- Checklist for duplicates – Case 64339
- Modifications to tndh23, tndh21 and tndh28 – Case 64341
- Public case indicator – Case 64344

- OGC electronic case notifications – Case 65628

PCR 62 (1 case) – Status: Estimated, requires approval

- FileNet Upgrade (ECM) – Case TNDOH1-1440

3. Project Responsibilities

The following assumptions and responsibilities apply to all PCRs.

3.1 Assumptions:

- There are no data migration changes in scope for the proposed enhancements.
- Any implementation delays caused by TDH, changes to requirements, or newly discovered requirements following sign-off will require a modification to this Proposal that may affect cost.
- The incorporation by reference by TDH of this Proposal into a new contract will serve as approval of the Detailed Business Requirement (DBR) documents that have been provided separately for each enhancement.

3.2 TDH Responsibilities:

- TDH will complete initial User Acceptance Testing (UAT) of all delivered enhancements no later than 15 business days after Iron Data delivers final code to TDH. UAT will be limited to ensuring that modifications meet the agreed upon DBR criteria. Iron Data will provide fixes during the UAT period. It is possible that fixes for issues reported by TDH during UAT may extend past the initial 15 day UAT period, but initial UAT of all these cases must be performed over the 15 day UAT period.
- TDH will assign the appropriate resources who have the required system and business process knowledge to test the enhancements.
- UAT will begin immediately upon delivery of the enhancements and any issues or acceptance will be reported as they are discovered over the 15 days rather than at the end of UAT period.
- TDH will acknowledge acceptance of each case included in each enhancement via email to “close” the individual case over a UAT period.

3.3 Iron Data Responsibilities

- Iron Data will perform the required development, configuration, and internal testing according to the approved DBR requirements documents.
- All deliverables will be developed and deployed to TDH Test environment upon completion.
- During UAT Iron Data will remediate TDH reported code or configuration defects that fail to meet the specifications of the approved DBR documents and deliver to TDH for retesting. Defect resolution may extend past the initial UAT period.

4. Project Costs

4.1 Enhancement Costs

PCR Number(s)	Number of Cases in PCR	Total	Maintenance ⁴	Deliverable Status
PCR 57 - Quick Hits Group 1 of 3	9	\$19,575	\$1,957	Complete
PCR 58 - Support – Practice address	1	\$2,400	\$240	Complete
PCR 60 - Group 2 of 3	6	\$25,425	\$2,542	In Progress
PCR 61 - Group 3 of 3	9	\$145,481 ¹	\$21,822 ²	Not started
PCR 62 - ECM Upgrade	1	\$21,657 ¹	\$3,249 ²	Not started
Sub-Total	26	\$214,538	\$29,810	
Recommended Customization Budget³		\$15,000	\$2,250	
Total		\$229,538	\$32,060	

Note ¹: Iron Data Standard Rates (see Section 4.2 below) have been used to calculate professional services for PCR's 61 and 62.

Note ²: Maintenance for PCR's 61 and 62 is calculated at 15% of the development cost.

Note ³: Proposed customization budget is based on 7% of quoted services.

Note ⁴: Billing for Annual Maintenance fees for PCR enhancements is documented in the Versa:Regulation Software Maintenance agreement.

Assumptions:

- Completed PCRs and their associated maintenance amounts will be billed upon contract signing.
- Work on in progress and unsigned PCRs will begin upon contract signing.
- Details regarding scope and delivery requirements are detailed in each of the attached PCR's and their associated DBR documents.

4.2 Iron Data Standard Rates

Iron Data's standard hourly rates for additional project work are shown below:

GSA Labor Category	Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 Rate	Year 5 Rate
Project Manager	\$190.00	\$193.80	\$197.68	\$201.63	\$205.66
Developer	\$175.63	\$179.14	\$182.73	\$186.38	\$190.11
Data Base Administrator	\$175.63	\$179.14	\$182.73	\$186.38	\$190.11
Business Analyst	\$168.75	\$172.13	\$175.57	\$179.08	\$182.66
Configuration Analyst	\$168.75	\$172.13	\$175.57	\$179.08	\$182.66
Report Writer	\$157.00	\$160.14	\$163.34	\$166.61	\$169.94
Configuration Lead	\$196.88	\$200.82	\$204.83	\$208.93	\$213.11
Technical Lead	\$204.38	\$208.47	\$212.64	\$216.89	\$221.23
System Architect	\$204.38	\$208.47	\$212.64	\$216.89	\$221.23
Information Architect	\$175.63	\$179.14	\$182.73	\$186.38	\$190.11
Trainer	\$150.00	\$153.00	\$156.06	\$159.18	\$162.36

5. Individual Change Request Details

5.1 - PCR 57

Client #	Client Name	Ticket Reference	PCR #
807	Tennessee Department of Health	See below.	057
PCR Title			
Post Go-Live Enhancements			

QUOTATION

This is our quotation to deliver the change requested according to the solution described. This offer is subject to the terms and conditions contained in our Licensing Agreement.

Effort Estimate	\$ Rate	Total Price	Valid to Date
Fixed Price	Fixed Price	\$19,575	Nov 30, 2015
Support Required (Y/N)?	If Yes - Monthly Support Cost	Annual Support Cost	Annual Support Period End Date
Y	\$163.12	\$1,957.50	TBD
Submitted By	Date	Accepted By	Date
David Richter	Jul 24, 2015	Incorporation of this proposal into a new contract by reference shall constitute acceptance of this PCR and associated DBR documents.	
¹ Iron Data's offer to implement the work specified below and your acceptance are subject to the terms and conditions of your Iron Data contract and Software License and Maintenance Agreement.			

Specification

The purpose of this PCR is to deliver a group of small enhancements identified prior to go-live of RBS Phase 2 on April 20, 2015. Cases listed below are the enhancements that will be completed:

- 22858 - Change in Docket
- 34047 - Abuse Registry Report
- 63604 - Agency Breakdown Report
- 64333 - Need aa84 Appl Productivity Report to select by Rank
- 39023 - Changes to TNDH62 - EMS Extract - GAP004
- 64334 - Change all upper case to upper & lower case after zip search
- 64323 - Can 'modifier' be added to ezExport fields to display on export
- 64331 - HRB - Able to key a signature date in a profile that was in the future
- 64345 - tndh73 program drop down enhancements

5.2 - PCR 58

Client #	Client Name	Ticket Reference	PCR #
807	Tennessee Department of Health	64616	058
PCR Title			
PCR-058 Practice Address not displaying for pharmacists on the practitioner profile display (aka Right to Know) page.			

QUOTATION

This is our quotation to deliver the change requested according to the solution described. This offer is subject to the terms and conditions contained in our Licensing Agreement.

Effort Estimate	\$ Rate	Total Price	Valid to Date
Fixed Price	Fixed Price	\$ 2700	Nov 30, 2015
Support Required (Y/N)?	If Yes - Monthly Support Cost	Annual Support Cost	Annual Support Period End Date
Y	\$20.00	\$240.00	TBD
Submitted By	Date	Accepted By	Date
Marcus La	Aug 19, 2015	Incorporation of this proposal into a new contract by reference shall constitute acceptance of this PCR and associated DBR documents.	
¹ Iron Data's offer to implement the work specified below and your acceptance are subject to the terms and conditions of your Iron Data contract and Software License and Maintenance Agreement.			

Specification

The detailed business requirements for this enhancement are outlined in the following document:

1. TNDOH Case 64616 DBR v1.1

5.3 - PCR 60

Client #	Client Name	Ticket Reference	PCR #
807	Tennessee Department of Health	See below.	060
PCR Title			
Post Go-Live Enhancements			

QUOTATION

This is our quotation to deliver the change requested according to the solution described. This offer is subject to the terms and conditions contained in our Licensing Agreement.

Effort Estimate	\$ Rate	Total Price	Valid to Date
Fixed Price	Fixed Price	\$ 25,427	Nov 30, 2015
Support Required (Y/N)?	If Yes - Monthly Support Cost	Annual Support Cost	Annual Support Period End Date
Y	\$211.87	\$2,542.50	TBD
Submitted By	Date	Accepted By	Date
David Richter	Aug 5, 2015	Incorporation of this proposal into a new contract by reference shall constitute acceptance of this PCR and associated DBR documents.	
¹ Iron Data's offer to implement the work specified below and your acceptance are subject to the terms and conditions of your Iron Data contract and Software License and Maintenance Agreement.			

Specification

The purpose of this PCR is to deliver a group of enhancements identified prior to go-live for RBS Phase 2 on April 20, 2015. Cases listed below are the enhancements that will be completed for this PCR:

- 65006 - For tndh66 - Health Care Facility Qualification Extract the client would like to add license type 9902 and 9904. Estimate complete.
- 64952 - Modifications on tndh44 and tndh07 to include Rank. Estimate complete. Need approval from EMS to proceed.
- 64342 - Cash Office - tndh02 Unassigned Cash Report Enhancement.
- 10158 - dc10471_628 - Request estimate to add sel criteria and output/display col on custom report. Confirmations received from Dea 8-3. Estimate complete.
- 34039 - VR to produce a report that will indicate where each payment transaction is throughout the system days or months after an export from iNovah. Estimate complete.
- 64340 – HRB - Do not renew licensees who are delinquent with privilege tax.

5.4 - PCR 61

Client #	Client Name	Ticket Reference	PCR #
807	Tennessee Department of Health	See below.	061
PCR Title			
Post Go-Live Enhancements			

QUOTATION

This is our quotation to deliver the change requested according to the solution described. This offer is subject to the terms and conditions contained in our Licensing Agreement.

Effort Estimate	\$ Rate	Total Price	Valid to Date
Fixed Price	Fixed Price	\$ 145,480.00	Nov 30, 2015
Support Required (Y/N)?	If Yes - Monthly Support Cost	Annual Support Cost	Annual Support Period End Date
Y	\$1,818.50	\$21,822.00	TBD
Submitted By	Date	Accepted By	Date
David Richter	Sep 10, 2015	Incorporation of this proposal into a new contract by reference shall constitute acceptance of this PCR and associated DBR documents.	

¹ Iron Data's offer to implement the work specified below and your acceptance are subject to the terms and conditions of your Iron Data contract and Software License and Maintenance Agreement.

Specification

The purpose of this PCR is to deliver a group of enhancements identified prior to go-live for RBS Phase 2 on April 20, 2015. Cases listed below are the enhancements that will be completed for this PCR:

- Open case activity history report – Case 22859
- Closed case report changes – Case 22862
- Clone to copy allegations – Case 33976
- EMS – map EMR to FR rank - Case 64322
- Workflow alerts for BIV – Case 64336
- Checklist for duplicates – Case 64339
- Modifications to tndh23, tndh21 and tndh28 – Case 64341
- Public case indicator – Case 64344
- OGC electronic case notifications – Case 65628

5.5 - PCR 62

Client #	Client Name	Ticket Reference	PCR #
807	Tennessee Department of Health	See below.	062
PCR Title			
Upgrade the TDH FileNET interface from version 4 to IBM's ECM version 5.1.			

QUOTATION

This is our quotation to deliver the change requested according to the solution described. This offer is subject to the terms and conditions contained in our Licensing Agreement.

Effort Estimate	\$ Rate	Total Price	Valid to Date
Fixed Price	Fixed Price	\$ 21,658.00	Nov 30, 2015
Support Required (Y/N)?	If Yes - Monthly Support Cost	Annual Support Cost	Annual Support Period End Date
Y	\$270.75	\$3,249.00	TBD
Submitted By	Date	Accepted By	Date
David Richter	Sep 10, 2015	Incorporation of this proposal into a new contract by reference shall constitute acceptance of this PCR and associated DBR documents.	

¹ Iron Data's offer to implement the work specified below and your acceptance are subject to the terms and conditions of your Iron Data contract and Software License and Maintenance Agreement.

Specification

The purpose of this PCR is to deliver an upgrade to the existing TDH FileNET interface from version 4 to IBM's ECM version 5.1.



OIR Pre-Approval Endorsement Request E-Mail Transmittal

TO : Mark Rampey, OIR Contracts
Department of Finance & Administration
E-mail : Mark.Rampey@tn.gov

FROM : Scott Creel, Department of Health – ITSD Contracts
E-mail : scottcreel@bellsouth.net

DATE : November 10, 2015

RE : Request for OIR Pre-Approval Endorsement

Applicable RFS # 34310-24116

OIR Endorsement Signature & Date:

Mark Bengel (MR)

11/20/15

Chief Information Officer

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

Office for Information Resources (OIR) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts 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 document(s). This requirement applies to any procurement method regardless of dollar amount.

Please indicate 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 Health
Agency Contact (name, phone, e-mail)	Scott Creel, (615) 770-1152, Scott.Creel@tn.gov
Attachments Supporting Request (mark all applicable)	
<p>Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to OIR. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. OIR is aware that these documents will not have CPO signature when submitted with this request.</p>	
<p><input type="checkbox"/> Solicitation Document</p> <p><input type="checkbox"/> Special Contract Request</p> <p><input type="checkbox"/> Amendment Request</p> <p><input checked="" type="checkbox"/> Proposed Contract/Grant or Amendment</p> <p><input type="checkbox"/> Original Contract/Grant and Previous Amendments (if any)</p>	
Information Systems Plan (ISP) Project Applicability	

Applicable RFS # 34310-24116

To avoid delay of OIR pre-approval, the applicability of an ISP project to the procurement must be confirmed with agency IT staff prior to submitting this request to OIR. If necessary, agency IT staff should contact OIR Planning with questions concerning the need for an ISP project.

IT Director/Staff Name Confirming (required): Mike Newman, Health CIO

- Applicable – Approved ISP Project#
 Not Applicable

Subject Information Technology Service Description

Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, *etc.* As applicable, identify the contract or solicitation sections related to the IT services.

Versa: Online software to be installed in OIR environment for Department of Health in Development environment, then transitioned to Production. Additional detail provided in Contract Section A.

Contract Approval – Agency Legal Certification

A completed contract routed for Central Procurement Office (CPO) approval via Edison must be accompanied by this Agency Legal Certification template that has been signed and attached in PDF format.

1. Edison Contract ID #	
2. Contracting Agency Name	Department of Health
3. Contractor Name	MicroPact
4. Service Caption	Versa: Online Software Application and Versa: Regulation Enhancements
5. Agency Contact (name, phone, e-mail)	Mike Newman 615-253-5417 Mike.Newman@tn.gov
<p>6. Legal Certification</p> <p><i>By signing below, the department's legal staff certifies that:</i></p> <ol style="list-style-type: none"> 1) the contract as submitted includes only CPO template language (unless the agency has obtained an approved rule exception request); 2) the contract is legally sufficient both in form and substance to protect the best interests of the State; and 3) the contract does not contravene applicable law. <p style="text-align: center;"><i>Malaka Watson</i> 11/20/2015</p>	
<p>Agency Attorney Signature & Date</p>	
<p>7. (Optional) Alternative to Legal Certification Request</p> <p>Note: If there are extenuating circumstances and a department's legal staff is unable to certify to a contract in the above manner, you must provide a written explanation with Agency Head signature, in the space provided below. Once the explanation is received by the CPO, instructions will be provided to the department as to what will be needed in order to gain approval of the contract, e.g., providing a Microsoft Word version of the contract, etc. <u>Please keep in mind that this alternative will slow down the approval process and should be the exception, not the rule.</u></p> <p>Justification</p>	
<p>Agency Head Signature & Date – contracting agency head or authorized signatory</p>	