CONTRACT #12
RFS # 343.20-11917
Edison # Pending

Department of Health
Vital Records

VENDOR:
ManTech Information Systems and Technology Corporation

TN Health

May 9, 2016

Mr. Mark White, Chairman
Fiscal Review Committee
Rachel Jackson Building, 3th 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: Vital Records Information System- Mantech

Dear Chairman White and CPO Perry,

The Tennessee Department of Health (TDH) is requesting approval to enter into a $2 million dollar contract for three (3) years and two (2) one-year options to renew with Mantech Information Systems & Technology Corporation (Mantech), the sole provider of VRV-Web, a web based vital records information management system. VRV-Web manages birth, death, marriage, and divorce records.

In 2011, TDH conducted a Request for Proposal in which Mantech was awarded the contract. For the past five years, TDH has worked with Mantech in the major undertaking of consolidating the data from TDH's multiple legacy systems and implementing the new VRV-Web solution. Due to the massive size of this effort, TDH is still working to complete the implementation of VRV-Web. As is stands, the VRV-Web solution is 80% built out, with mostly user testing and front end interfacing to be completed.

TDH believes it is in the State of Tennessee's best interest to complete this project and enter into another contract with Mantech for the implementation and maintenance of the vital records information system.

We appreciate your consideration of our request.

Sincerely,

John J. Dreyzehner, MD, MPH, FACOEM

5th Floor Andrew Johnson Tower • 710 James Robertson • Nashville, TN 37243
Tel: 615-741-3111 • tn.gov/health

Supplemental Documentation Required for Fiscal Review Committee

*Contact Name:	Mike Newman (Technical) Lori Ferranti (Business	*Contact Phone:	Mike Newman (615) 253-5417 Lori Ferranti (615)253-6814
*Presenter's name(s):	Malaka Watson, Vincent Pinkney, Ben Simpson		
Edison Contract Number: (*if applicable*)	TBD	RFS Number: (*if applicable*)	34320-11917
*Original or Proposed Contract Begin Date:	07/11/2016	*Current or Proposed End Date:	07/10/2019
Current Request Amendment Number: (*if applicable*)		NA	
Proposed Amendment Effective Date: (*if applicable*)		NA	
*Department Submitting:		Tennessee Department of Health	
*Division:		Vital Records	
*Date Submitted:		04/21/2016	
*Submitted Within Sixty (60) days:		Yes	
If not, explain:			
*Contract Vendor Name:		ManTech Information Systems & Technology Corporation	
*Current or Proposed Maximum Liability:		$2,047,854	
*Estimated Total Spend for Commodities:			

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

FY: 2017	FY: 2018	FY: 2019			FY: 2017-2019 Enhancements
$454,177	$675,900	$817,007			$100,770

*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	

Supplemental Documentation Required for Fiscal Review Committee

Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			
*Contract Funding Source/Amount:			
State:		Federal:	
Interdepartmental:		*Other*:	$2,047,854
If "*other*" please define:		Current services fee revenue	
If "*interdepartmental*" please define:			
Dates of All Previous Amendments or Revisions: (*if applicable*)		Brief Description of Actions in Previous Amendments or Revisions: (*if applicable*)	
Method of Original Award: (*if applicable*)		Request For Proposal (RFP	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		$4,029,000. These costs were competitively set by RFP.	
*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 sole-source solution as the VRVweb solution is already partially implemented into the State's environment. No other company has developed a similar product that will integrate with the proprietary VRVweb solution, nor can any other company support the VRVweb system. There are no authorized agents that resell the VRVweb solution.	

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: Agsprs.Agsprs@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	**APPROVED**
CHIEF PROCUREMENT OFFICER	COMPTROLLER OF THE TREASURY

Agency request tracking #	34320-11917
1. Procuring Agency	Department of Health
2. Edison contract ID #	TBD
3. Contractor or Grantee	ManTech Information Systems & Technology Corporation
4. Contract's Effective Date	July 11, 2016
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)	$ 2,494,201.00
7. Citation and explanation of the rule(s) for which the exception is requested	Changes to the contract template require a Rule Exception as set forth in Tenn. Comp. R. & Regs. 0690-03-01-.17 and the Procurement Procedures Manual of the Central Procurement Office.
8. Description of requested changes If adding new provisions or modifying existing provisions, insert the new or modified provisions in their entirety.	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. In no event will the Contractor be liable to the State or any other party for any indirect, special, incidental, punitive, exemplary or consequential damages.

	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, workaround 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.
9. Justification	D.18- Language added as concession so that contractor would agree to a limitation of liability that was 2 times the maximum liability of the contract. D.24- Language deleted by vendor to avoid liability when their subcontractors are rendered incapable of performing to the occurrence of a force majeure event.
Signature of Agency head or designee and date	

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 DATE	COMPTROLLER OF THE TREASURY DATE

Request Tracking #	34320-11917
1. Contracting Agency	Department of Health
2. Type of Contract or Procurement Method	☐ No Cost ☐ Revenue ☒ Sole Source ☐ Proprietary ☐ Competitive Negotiation ☐ Other _____
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	Purchase, configure, customize, implement, maintain, and support VRV*web*.

Request Tracking #	**34320-11917**
5. Description of the Goods or Services to be Acquired	**VRV*web* is a web-based Vital Records Information Systems Management solution. The Contract incorporates the following VRV*web* components:** **1. Electronic Death Registration System (EDRS).** **2. Electronic Birth Registration System (EBRS).** **3. Fetal Death: A component of EDRS that is configured and implemented separately from EDRS.** **4. Induced Termination of Pregnancy (ITOP): A component of EDRS that is configured and implemented separately from EDRS.** **5. Electronic Marriage and Divorce System (EMDS).** **6. VRVweb Software Maintenance and Support.** **Each component complies with all State and Federal mandates, statutes and rules for capturing, maintaining, and reporting of data.**
6. Proposed Contractor	**ManTech Information Systems & Technology Corporation**
7. Name & Address of the Contractor's principal owner(s) *– NOT required for a TN state education institution*	**Mr. George Pederson** **Chairman of the Board and CEO** **12015 Lee Jackson Highway** **Fairfax, VA 22033**
8. Proposed Contract Period *– with ALL options to extend exercised* ***The proposed contract start date shall follow the approval date of this request.***	**60 months**
9. Office for Information Resources Pre-Approval Endorsement Request *– information technology (N/A to THDA)*	☐ **Not Applicable** ☒ **Attached**
10. eHealth Pre-Approval Endorsement Request *– health-related professional, pharmaceutical, laboratory, or imaging*	☒ **Not Applicable** ☐ **Attached**
11. Human Resources Pre-Approval Endorsement Request *– state employee training*	☒ **Not Applicable** ☐ **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.	☒ **NO** ☐ **YES,**
13. Maximum Contract Cost *– with ALL options to extend exercised*	**$ 2,700,000**

Request Tracking #	**34320-11917**
14. Was there an initial government estimate? If so, what amount?	☒ **NO** ☐ **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.**
16. Explanation of Fair and Reasonable Price- Explain how agency determined that price is fair and reasonable	**Proposed contract pricing closely parallels that of previous five-year contract between TDH and ManTech, which was established through an RFP. Pricing is fair and reasonable because it leverages TDH's investment in the partially-installed ManTech EDRS and completes the movement from the current hybrid system that relies on mainframe processing and storage to an efficient, flexible web-based system fully integrating EDRS, EBRS, Fetal Death, ITOP, and EMDS functionality and reporting. Pursuing another solution to a public health records management system would result in additional costs and lengthen the time to implementation.**
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 ManTech communicated via telephone and email.**
18. Explanation of Need for or requirement placed on the State to acquire the goods or services	**The current solution for registering vital events (death, birth, marriage and divorce) is a hybrid of a legacy mainframe system and a partially implemented VRV*web* solution. This contract will replace the hybrid system with an integrated, seamless and efficient web-based solution.**
19. Proposed contract impact on current State operations	**The VRV*web* solution will streamline processes, increase efficiencies and improve accuracy for the Vital Records area. This solution adds functionality allowing citizens to secure vital record certificates at any County Health Department Office, regardless of where the event occurred.**
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 VRV*web* solution is partially implemented in TDH. ManTech has an established and unique experience with configuring and implementing the VRV*web* solution.**
For No Cost and Revenue Contracts Only	
21. What costs will the State incur as a result of this contract? If any, please explain.	

Request Tracking #	34320-11917
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.	☐ NO ☐ 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	The current solution for registering vital events (death, birth, marriage and divorce) is a hybrid of a legacy mainframe system and a partially implemented VRV*web* solution. This contract will replace the hybrid system with an integrated, seamless and efficient web-based solution.
26. Evidence of Contractor's experience & length of experience providing the goods or services to be procured.	ManTech has over 19 years' experience successfully delivering Vital Records solutions for public sector agencies with complex and high volume business processing needs. ManTech's team of 11 dedicated Vital Records staff work with 9 local, state, and federal government agencies.
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.	☐ NO ☒ YES, Method: RFP Name/Address: Mantech Information Systems & Technology Corporation Mission, Cyber, & Technology Solutions Group 14280 Park Meadow Drive, Suite 100Chantilly, VA 20151 (703) 889-3544
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	

Request Tracking #	34320-11917

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: John J. Dreyzehner MD, MPH/MS Date: 4/22/16

ManTech
International Corporation

ManTech Advanced Systems International Inc.
12015 Lee Jackson Highway
Fairfax, Virginia 22033-3300

March 10, 2016

To Whom It May Concern:

This is to confirm that the VRV*web*™ product is a sole source software product developed, licensed, and sold by ManTech. ManTech developed this product for the purpose of providing the Tennessee Bureau of Vital Records with the ability to perform Civil Registration of Vital Events. No other company makes a similar product for Tennessee to perform their Civil Registration functions. The VRV*web*™ product can only be purchased from ManTech. There are no authorized agents that resell the VRV*web*© product.

ManTech worked with the Tenessee Department of Health since 2011 to implement the VRV*web*™ product (titled VRISM in the State) to customize it, and has provided maintenance since it went into production. ManTech has extensive experience with the VRV*web*™ product and has implemented versions of the application in 8 other States. ManTech has extensive experience with the specific customization and interfaces of the VRV*web*™ product and also of the Tennessee infrastructure used to host the product.

Please do not hesitate to contact the undersigned should you require any additional information. I can be reached via telephone at (410) 312-6316 or electronic mail at Earleen.Smith@mantech.com.

Sincerely,

Earleen K. Smith
Sr. Contracts Manager

STS Pre-Approval Endorsement Request
E-Mail Transmittal

TO : William Hafley, STS Contracts
Department of Finance & Administration
E-mail : William.Hafley@tn.gov

FROM : Scott Creel, TDH ITSD Contracts
E-mail : Scott.Creel@tn.gov

DATE : March 10, 2016

RE : Request for STS Pre-Approval Endorsement

Applicable RFS #	**34320-11917**
STS Endorsement Signature & Date:	
Chief Information Officer	*NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.*

Strategic Technology Solutions (STS) 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 STS 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 STS 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)

Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to STS. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. STS is aware that these documents will not have CPO signature when submitted with this request.

- ☐ Solicitation Document
- ☐ Special Contract Request
- ☐ Amendment Request
- ☒ Proposed Contract/Grant or Amendment
- ☐ Original Contract/Grant and Previous Amendments (if any)

Information Systems Plan (ISP) Project Applicability

Applicable RFS # 34320-11917

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

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

☒ Applicable – Approved ISP Project# DC64S/1000519

☐ 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.

VRISM is a web-based Vital Records Information Systems Management solution. It is already partially implemented for TDH within the STS server environment. This contract will complete the configuration of that component and include additional components as listed in Contract Section A.5.

E-Health Pre-Approval Endorsement Request
E-Mail Transmittal

TO : Lovel VanArsdale, Office of e-Health Initiatives
Department of Finance & Administration
E-mail: Lovel.Vanarsdale@tn.gov

FROM : Scott Creel, ITSD Contracts
E-mail: Scott.Creel@tn.gov

DATE : April 27, 2016

RE : Request for eHealth Pre-Approval Endorsement

Applicable RFS # 34320-11917
Office of e-Health Initiatives Endorsement Signature & Date: Lovel VanArsdale 4/27/16 **Office of e-Health Initiatives**

Office of e-Health Initiatives (eHealth) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts with medical/mental health-related professional, pharmaceutical, laboratory, or imaging type services as a component of the scope of service. This request seeks to ensure that eHealth 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 eHealth 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, PPA**
Agency Contact (name, phone, e-mail)	**Scott Creel, (615) 770-1152, Scott.Creel@tn.gov**

Attachments Supporting Request (as applicable – copies without signatures acceptable)

- ☐ Solicitation Document
- ☐ Special Contract Request
- ☐ Amendment Request
- ☒ Proposed contract or amendment

Subject Medical/Mental Health-Related Service Description (Brief summary of eHealth services involved. As applicable, identify the contract and solicitation sections related to eHealth services.)

VRV*web (VRISM)* is a web-based Vital Records Information Systems Management solution hosted at the State's Strategic Technology Solutions (STS) Data Center. The Contract incorporates the following VRV*web* components:

Applicable RFS # 34320-11917
1. Electronic Death Registration System (EDRS). 2. Electronic Birth Registration System (EBRS). 3. Fetal Death: A component of EDRS that is configured and implemented separately from EDRS. 4. Induced Termination of Pregnancy (ITOP): A component of EDRS that is configured and implemented separately from EDRS. 5. Electronic Marriage and Divorce System (EMDS). 6. VRVweb Software Maintenance and Support. Each component complies with all State and Federal mandates, statutes and rules for capturing, maintaining, and reporting of data.

CONTRACT

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

Begin Date	End Date	Agency Tracking #	Edison Record ID
July 11, 2016	July 10, 2019	34320-11917	

Contractor Legal Entity Name	Edison Vendor ID
ManTech Information Systems & Technology Corporation	143293

Goods or Services Caption (one line only)

Web based Vital Records Information Management System (VRV-WEB), commercial off-the-shelf (COTS) software application and customization.

Contractor	CFDA #
☒ Contractor	

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2017				$454,177	$454,177
2018				$675,900	$675,900
2019				$817,007	$817,007
2020 (optional)					
2021 (optional)					
Enhancements				$100,770	$100,770
TOTAL:				**$2,047,855**	**$2,047,855**

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)	Account Code (optional)

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
Department of Health
AND
ManTech Information Systems & Technology Corporation

This Contract, by and between the State of Tennessee, Department of Health ("State") and Mantech Information Systems & Technology Corporation ("Contractor"), is for the provision of a commercial off-the-shelf-based software application ("VRVweb") and the necessary configuration and customization to achieve web-based, vital records information system management ("VRISM"), 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 #
129348

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 schedules as specified by this Contract.

a. 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) "Change Control Board" means a committee comprised of State employees that makes decisions regarding whether or not proposed changes to a project should be implemented and provides final acceptance of all changes.

(3) "COTS" means Commercial Off-The-Shelf software application.

(4) "EBRS" means Electronic Birth Registration System, which allows for the electronic registration of births within and outside the State of Tennessee.

(5) "EDRS" means Electronic Death Registration System, which allows for the electronic registration of deaths within the State of Tennessee.

(6) "EMDRS" means Electronic Marriage and Divorce Registration System, which allows for the electronic registration of marriages and divorces in the State of Tennessee.

(7) "Fetal Death" means spontaneous intrauterine death of a fetus at any time during pregnancy.

(8) "GAP" means a State business need that is not currently addressed by core system VRISM functionality. Under this Contract, the Contractor will develop and implement customized functionality to address "gaps" identified by the State between the COTS deliverable and the State's requirements discovered in the requirements gathering phases and identified in the approved Detailed Requirements Documents.

(9) "ITOP" means Induced Termination of Pregnancy, ending of pregnancy by removing a fetus or embryo before it can survive outside the uterus.

(10) "JAD" means Joint Application Design, process used in the prototyping life cycle of applications to collect business requirements and identify processing gaps.

(11) "Module" means independent units that can be used to construct a more complex structure. The modules for the VRV-WEB solution are further described in Section A.2.

(12) "PCO" means Project Change Order, the instrument for authoring the work and subsequent invoicing for an adjustment or enhancement of a system.

(13) "PCR" means Project Change Request, 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.

(14) "Project" means a collaborative enterprise, including but not limited to research, configuration, testing, implementation, training, and support for the VRV-WEB solution over a fixed period of time and within certain cost and other limitations.

(15) "PSC" means Project Steering Committee, the key body within the governance structure responsible for the business issues associated with the project, essential to ensuring the output delivery and attaining project outcomes.

(16) "TDH" means the Tennessee Department of Health.

(17) "RTM" means Requirements Traceability Matrix, a document used by the State to capture and trace all identified requirements through the lifecycle of the VRV-WEB project. This document is a primary artifact for the project and is the input to identify known requirements; requirements sources; test cases and test scenarios required for UAT and UAT results. It is the primary vehicle for determining UAT exit and support of the State's acceptance of the delivered Modules.

(18) "UAT" means User Acceptance Testing, the phase of software development in which the software is tested by actual software users to ensure the software can handle required tasks in real-world scenarios, according to specifications.

(19) "VRV-WEB" means a web-based COTS product offered by ManTech Information Systems & Technology Corporation to capture, record, maintain, and report births, deaths, marriages and divorce.

A.2. <u>VRV-WEB Software Modules</u>

The Contractor-delivered, COTS software shall, upon the completion of all customization and implementation, meet the software application requirements provided under this Contract.

a. The Contractor-delivered, COTS software shall fulfill the following deliverables:

(1) Solution capable of Statewide Implementation of the Electronic Death Registration System (EDRS);

(2) Solution capable of Statewide Implementation of the Electronic Birth Registration System (EBRS) which includes the following components:

i. Hospital Registration
ii. Delayed Birth and Out-of-State Births

iii. State Registration
iv. Interfaces and Reports;

(3) Solution capable of Statewide Implementation of the Electronic Marriage and Divorce Registration System (EMDRS);

(4) Solution capable of Statewide Implementation of the Electronic Fetal Death Registration System (EFDRS); and

(5) Solution capable of Statewide Implementation of the Electronic Induced Termination of Pregnancy Registration System (EITOPRS).

A.3. Acceptance:

The following Acceptance Processes will be used for all Modules with the exception of EDRS which will begin at UAT testing as described in Section A.3.i. With the State's prior written approval, the Acceptance Process for the modules required under this Contract may occur simultaneously; however, each deliverable shall occur in the sequential order as outlined below:

a. Prototype Delivery and Installation. The Contractor shall deliver the pre-configured COTS prototype to the State based on the State's project schedule and with the consent of the State's Project Manager. The Contractor shall, at no additional cost to the State, provide consultation for the installation of each prototype into the State's designated development environment. The State requires **five (5) business days** to apply each delivered prototype to the State's development environment. After the State's Project Manager confirms successful delivery and installation of the pre-configured COTS prototype, the Contractor shall ***invoice the State for 20% of the total cost of the Module***.

b. GAP Analysis. The State will have **forty-five (45) business days** to review the pre-configured COTS prototype to identify and document the gaps in the pre-configured COTS prototype which are preventing the satisfaction of the functional requirements of the State's module. These documented gaps will be known as the "**Gap Analysis Document"** and the Gap Analysis Document will be delivered to the Contractor by the end of forty-five (45) business days.

c. Requirements Document and Timeline. After the Contractor's Project Manager confirms successful delivery of the Gap Analysis Document, the Contractor shall have **ten (10) business days** to review and provide to the State a "**Requirements Document and Timeline"** for completion of the customization of the pre-configured COTS prototype to achieve the desired functionality identified in the Gap Analysis Document. Upon delivery of the Requirements Document and Timeline to the State, the State's Project Manager will review the Requirements Document and Timeline, and submit these along with recommended action to the Project Steering Committee for their review.

d. Requirements Document and Timeline Review. The State's Project Steering Committee will have **five (5) business days** to review and either accept the Requirements Document and Timeline provided by the Contractor or reject by providing written correspondence to the Contractor indicating any issues identified within the Requirements Document and Timeline. If the Project Steering Committee accepts the **Requirements Document and Timeline**, the Contractor shall ***invoice the State for 25% of the total cost of the Module.*** If the State's Project Steering Committee corresponds with the Contractor any issues identified, the Contractor shall have **five (5) business days** to review and make adjustments to which the Contractor shall send the revised Requirements Document and Timeline to the State for the State to review and either approve or reject. Both parties are only allowed two iterations of this review step, after which if both parties cannot reach approval of the Requirements Document and Timeline, both the State's and the Contractor's Project Managers will escalate the issue to the Senior Leadership Team for resolution.

e. Application Development. After the Contractor receives the State's approval of the Requirements Document and Timeline, the Contractor shall have **sixty (60) business days** to develop the functionality according to the State's approved Requirements Document and Timeline. The Contractor shall collaborate with the State's Project Manager and designated resources to insure all aspects of the requirements are mutually understood and then develop the software solution. The Contractor shall provide any appropriate testing of each Module before it is delivered to the State. Upon completion of the configurations required to comply with the Requirements Document, the Contractor shall release the solution for the State to perform functional testing. The Contractor shall deliver each module based on the State's project schedule and with the consent of the State's Project Manager. The Contractor shall, at no additional cost to the State, assist the State with installation into the State's designated test environment. The State requires **five (5) business days** to apply the delivered solution to the TDH test environment.

f. Functional Testing. The State shall have **fifteen (15) business days** to complete its functional testing. If the Module meets the UAT entrance criteria as defined in Attachment 2, the Module will proceed to User Acceptance Testing (UAT). If the Module does not meet UAT entrance criteria, the State will provide written documentation of any defects identified to the Contractor to be repaired. The Contractor shall have **ten (10) business days** to complete repairs and release to the State the revised solution with all repairs, upon which the State will re-test in functional testing. The State will have **fifteen (15) business days** to repeat functional testing and report any additional defects identified to the Contractor to be repaired or accept the Module and proceed to UAT. Only two additional iterations of this process are allowed, at which time if the Module has not met UAT entrance criteria, both the State's and the Contractor's Project Managers will escalate the issue to the Senior Leadership Team for resolution.

g. User Acceptance Testing (UAT). The State shall have **forty-five (45) business days** to complete UAT. If the Module meets the UAT exit criteria as defined in Attachment 2, the State will provide documentation of Acceptance of the Module. If the Module does not meet the UAT exit criteria, the State will report any defects identified to the Contractor to be repaired. The Contractor shall have **ten (10) business days** to complete repairs and release to the State the revised solution with all repairs, upon which the State will re-test in UAT. The State will have **fifteen (15) business days** to repeat UAT and report any additional defects identified to the Contractor to be repaired or accept the Module and proceed to training. Only two additional iterations of this process are allowed, at which time if the Module has not met UAT exit criteria, both the State's and the Contractor's Project Managers will escalate the issue to the Senior Leadership Team for resolution.

h. Training. When the Contractor receives the State UAT Acceptance Document, the Contractor shall schedule Administrative training for internal TDH VRV-WEB Administrators with the State as described in Section A.4.f.

i. Implementation and Go-Live Support. The State shall implement each accepted Module as described in Section A.4.g. During implementation of each Module of VRV-WEB, the Contractor shall provide Go-Live Support as described in Section A.4.h. **Sixty (60) days** after implementation of each Module into the State's production environment, the Contractor shall ***invoice the State for 55% of the total cost of the Module (with the exception of EDRS which shall be invoiced for 100% of the remaining cost)***, which will complete the full payment of the Module and indicate full receipt of the Module (payment of the Contractor's invoice for 100% of the cost of the Module) according to the State.

The Contractor shall complete these activities (and any additional Acceptance 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.

A.4. Scope of Work:

The Contractor shall implement the VRV-WEB commercial off-the-shelf (COTS) system for the State. Included in the scope of work are software licenses, product installation, product configuration, product customization, data conversion, interfacing to State and Federal information systems, implementation services, and training.

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 thirty (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 schedule of the project and present detailed information (deliverables and responsibilities) on each of the project tasks:

i. Project Management
ii. Technical Management
iii. Software Installation
iv. Gap Analysis and Requirements Documentation
v. Software Modifications and Related Interfaces Development
vi. Training
vii. User Acceptance Testing
viii. Production Deployment and Go-Live Support

(4) Review Key Success Factors: Outline key factors to ensure project success.

(5) Question and Answer Period: Answers to questions pertaining to the project.

b. Master Project Management Plan.
The Contractor shall prepare a Master Project Management Plan, developed in cooperation with the State, and deliver this plan to the State no later than thirty (30) days after this Contract is signed by the State and the Contractor. This plan, which should follow the Tennessee Business Solutions Methodology (TBSM), 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 performed under the contract. At a minimum, this plan shall include the following deliverables:

(1) A detailed Project Schedule, in Microsoft Project format, describing all project deliverables and their completion dates.

(2) 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.

(3) 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, or remotely as mutually agreed

upon, at least as often as every forty-five (45) days after the Project Kickoff Meeting.

(4) 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.

(5) A detailed Risk Management Plan and Register.

(6) A Communication Plan that includes a detailed description of the processes and tools the Contractor shall use to manage communication with TDH and the timetables on which these communications will occur.

(7) A detailed Release Management Plan.

(8) A detailed Security Management Plan that adheres to the State of Tennessee's Strategic Technology Solutions (STS) Enterprise Information Security Policies located at http://tn.gov/assets/entities/finance/oir/attachments/PUBLIC-Enterprise-Information-Security-Policies-v2.0_1.pdf .

(9) A detailed description of the System Documentation to be provided to TDH by the Contractor and the schedule on which this documentation will be provided.

(10) A review of the hardware and communication configuration of the VRV-WEB system prior to implementation of each new module to determine if additional resources will be required in order to properly implement the EDRS, EBRS, Fetal Death, ITOP, and EMDRS VRV-WEB components as listed in this contract. This review along with a report containing the results of this analysis shall be delivered to the State's technical contact listed within this Contract prior to implementation of each module.

c. Project and Technical Management.
For each Module, the Contractor shall complete the following project management steps to successfully install, configure, customize, and interface the VRV-WEB commercial off-the-shelf system to demonstrate satisfactory implementation of the module.

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 shall continue 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.

The workflow and minimum acceptable activities the Contractor shall perform for Project and Technical Management are as follows:

(1) Prepare and maintain a Contract 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 contractor's 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; provide a status update at each Project Steering Committee meeting, submit written status reports to State's Project Manager on the last Friday of each calendar month and at other times, within five (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) Fully participate as a member of the project team in project meetings, lessons learned sessions, JAD sessions, etc. as required by the project manager or PSC.

(6) In cooperation with the State's Project Manager, participate in the project's Change Control Board in a consultation role, reviewing and analyzing change requests, and providing recommendations, cost and schedule information for disposition of the Change Request by the Change Control Board.

(7) In cooperation with the State's Project Manager and in adherence to the State of Tennessee's STS Enterprise Information Security Policies, support the administration of the solution's security by reviewing, analyzing, resolving, and reporting security issues that arise during the Contract in a manner and on a schedule consistent with the aforementioned State of Tennessee's STS Enterprise Information Security Policies.

(8) In cooperation with the State's Project Manager, prepare and provide the State, on the schedule contained in this Contract, the system documentation required under this Contract.

d. Responsibilities:

(1) The Contractor shall provide a working vital records application and the deliverables defined in this Contract. All requirements and deliverables in this Contract, including technical and functional, will be further refined, documented, and mutually agreed upon during the GAP analysis. Once the requirements and deliverables have been agreed upon they will become the basis of the vital records application and deliverables, and in turn the State will accept the system based on the agreed to requirements and deliverables. All other scope is excluded during the execution of the contract, except when mutually agreed to. Through the PCO Process, additional requests or changes may be made to the requirements and deliverables, and the Contractor shall respond accordingly to each request.

(2) For all third party hardware and/or software integration that is agreed upon, the Contractor shall modify their vital records application to integrate with the third party hardware and/or software application; however any third party license is at the sole responsibility of the State. The State will provide accurate, up to date specifications on how to interface with any third party hardware and/or software, and will make knowledgeable technical and functional staff available to assist with any integration. The State will also make available to the Contractor, in a mutually agreeable format and time, the third party hardware and/or software, documentation, and any integration assistance; such as ensuring the third party hardware and/or software is configured and able to accept and transmit data as deemed necessary to complete the interface. To the extent the State specifies and supplies the use of third party hardware and/or software products, such

products will comply with the requirements for which they are intended. For example, for the Contractor to perform an activity within the third party software, the third party software will be able to accept, through the integration method (such as web services) the activity requested from the State. Where the State provides hardware and/or software the State will provide appropriate licenses and functioning software and hardware.

(3) The Contractor is not providing any third party hardware and/or software needed to execute, host, or test the application. Additionally, the cost of any third party hardware and/or software to meet specific integration requirements, such as Imaging integration, GIS capabilities, etc., are not included in this contract. The Contractor is including in the contract integration with third party hardware and/or software.

(4) The Contractor shall customize the Contractor's VRV-WEB application to meet the State's requirements. This product is already successfully in production in multiple environments and is being used by the same type of users that the State will have. As such, the Contractor shall not be making major enhancements to core components, such as reworking the entire look and feel, unless mutually agreed upon through the Change Request process.

(5) The State will provide access and availability to relevant documentation, systems and previous work products.

(6) The State will make strategic and/or tactical design decisions in a timely fashion to support the project schedule.

(7) The State will commit resources and managerial attention to the Project. The State will commit its personnel and its subject matter experts (SMEs) to support the proposed approach and methods. This includes responding to reasonable information requests, work requests, decision requests and governance team issues, meeting requests, and logistics requirements in a fashion that supports the project schedule.

(8) The State will review relevant draft/interim/final documents presented by the Contractor in a mutually agreed-upon period of time and that support the project schedule. Document deliveries will be accompanied by a Document Performance Acceptance Form (DPAF) that includes a date by which comments or acceptance would be provided. If the State anticipates not meeting the expected completion date, the Contractor and the State will arrive at a mutually agreeable date that will support the project schedule.

(9) The State personnel working with the Contractor team will meet performance standards consistent with the agreed upon scope and schedule requirements of the project. This includes availability for project responsibilities, timely delivery, quality of deliverables, and professional standards.

(10) To ensure the State does not deploy and use the software without having gone through the required processes, the following conditions apply to production usage (other than for pilot testing) of the software:

a. Once the State successfully utilizes the application in a production environment the software will be deemed as accepted and any milestones/deliverables prior to the acceptance of the software will be deemed completed, unless otherwise mutually agreed to in writing.

b. Once the State utilizes the application in a production environment any warranty period will be deemed as having begun unless otherwise mutually agreed to in writing.

c. Once the State utilizes the application in a production environment any maintenance period of the contract will be considered to have commenced and any maintenance terms and conditions applied.

e. Licensure – VRV-WEB.

(1) The Contractor shall provide the appropriate license(s) allowing the State to use the VRV-WEB 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.

f. Training.
Prior to the implementation of each Module, the Contractor shall provide administrative training for designated internal TDH.

(1) The training to be provided under this Contract will enable designated staff to accomplish the following:

i. Accurately navigate the system.
ii. Properly operate the system.
iii. Maintain the system configuration.
iv. Train end-users via the Train-the-Trainer methodology for user testing.

(2) The workflow and minimum acceptable training activities the Contractor shall perform for each VRV-WEB Module are as follows:

i. Prepare and deliver the Training Plan and all training materials.
ii. Deliver the VRV-WEB Training Guide.
iii. Conduct the training at a TDH site unless otherwise negotiated. The Contractor shall train a maximum of five (5) TDH staff members in the configuration and administration of the system over a maximum of a two (2) 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.)
iv. Collect TDH feedback on training effectiveness and results and prepare and deliver a Training Completion Report.

g. State Implementation.
The State will implement each accepted Module based on the State's project schedule. The Contractor shall, at no additional cost to the State, provide consultation for the installation of each Module into the State's designated production environment. The State requires **five (5) business days** to implement each delivered Module to the State's production environment. The following components constitute the EBRS Module and will be implemented concurrently:

i. Hospital Registration
ii. Delayed Birth and Out-of-State Birth
iii. State Registration
iv. Interfaces and Reports

h. Go-Live Support.
During the implementation portion of each Module of the VRV-WEB Module the Contractor shall provide Go-Live Support of the VRV-WEB Module being implemented.

(1) Specific deliverables provided during this activity include:

i. Go-live Deployment Plan
ii. On-site Go-live support for each implementation by the Contractor's Project Manager or designee
iii. Project Close-out and Lessons Learned

(2) The workflow and minimum acceptable activities the Contractor shall perform for Go-Live Support after each Module of VRV-WEB is implemented are as follows:

i. The Contractor'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.
ii. Assist with production deployment of the VRV-WEB Modules, including all configuration and modifications.
iii. Provide support (up to 10 work days) after the Go-Live date for each Module.

a. Assist TDH in day-to-day use and operation of the new system providing additional direction and instruction where required.

b. Assist TDH User Help Desk with any technical problems or system understanding.

c. Assist with issue clarification, management, and resolution.

d. Identify and correct any production issues and correct configuration defects.

iv. Following deployment, the Contractor's Project Manager will work with TDH's Project Manager to schedule and hold a post-implementation project review and lessons learned meeting for each Module as well as document and distribute these results.

The Contractor shall complete these activities (and any other activities regarding each Module to which the State and the Contractor mutually agree) to the approval and acceptance of the State prior to distribution of payment(s) as scheduled in Section C.3.b.

A.5. 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.

A table of defect levels and the quantity of each that is the maximum acceptable number of defects is included in the UAT Entrance and Exit Criteria document (Attachment 2).

A.6. Change Control.
After acceptance of the Detailed Requirements Document for each Module of VRV-WEB, any request to modify a VRV-WEB Module due to changes in the requirements will follow the Project Change Request (PCR) process as defined in Section A.7. Modifications identified due to misinterpretation by the Contractor of the requirements or design or coding errors shall be resolved at the expense of the Contractor.

A.7. 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. Project Change Order (PCO). 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 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 Project Change Order between the Contract Parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Contract.

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

A.8. 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 **fifteen (15) business 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.

A.9. System Documentation. The Contractor shall provide at no additional cost to the State, the following VRV-WEB Documentation.

a. 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 Operations/Technical Manual.

b. Operations/Technical Manual. This manual shall provide complete information and instructions in the technical operation, maintenance, and administration of the VRV-WEB System.

A10. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be six (6) months from acceptance by the state or use of the software in the state's normal course of business, whichever occurs earlier. 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.11. Software Maintenance and Support.
The Contractor shall provide Software Maintenance and Support for VRV-WEB after the Warranty period expires for each Contract module of the project as described below. The maintenance period for each module is one (1) year before a renewal is required.

A.11.a. Invoice for Payment.
The Contractor shall submit a quarterly invoice to TDH based on the annual charges specified in Section C.3. TDH will pay each invoice within thirty (30) calendar days after receipt.

A.11.b. Scheduled Maintenance Releases.
The Contractor shall work with TDH to schedule Maintenance Releases (MR) to address issues with the VRV-WEB solution on an agreed upon schedule.
MR's shall include:

(1) Normal and Minor bug fixes that have been reported to ManTech and agreed to be addressed in the MR. These adjustments, modifications, and repairs shall operate with minimum interruptions.

(2) PCR's delivered subsequent to the previous MR and those agreed to be included in a MR. The process and schedule for delivery of VRV-WEB software introduced as a result of an PCR will be formally agreed by both parties as part of the Change Control process.

(3) Release notes that document all bugs fixed and PCR's delivered in the MR.

(4) Relevant documentation, to include installation instructions, affected by the MR. Documentation must describe, in a user-friendly manner, what the State's staff needs to know to understand each level on which the software operates

A.11.c. Service Priority.
The following table identifies the Severity levels of bugs along with Target Resolution Times for each category.

Reporting of an issue outside the supported business times will not be subject to target resolution times, but should be responded to in a reasonable amount of time as mutually agreed to by both TDH and the Contractor.

SEVERITY	DEFINITIONS	TARGET RESOLUTION TIME
Critical	A bug that compromises the integrity of data, causes the entire VRV-WEB solution or one of the Modules to become unavailable and there is	The Contractor acknowledges receipt within 2 hours of notification by TDH of a critical level Bug. The Contractor initiates work on a resolution within 4 hours of notification and maintains best effort work until a patch or build acceptable to TDH is

	no available workaround.	provided to TDH. The Contractor escalates its best effort work internally if a resolution acceptable to TDH has not been provided within 6 hours of notification.
Major	There is a loss of major functionality or a consistent and reproducible non-conformity that results in a legal or regulatory non-compliance where there is no available workaround.	The Contractor acknowledges receipt within 2 hours of notification by TDH of a major level Bug. The Contractor initiates work on a resolution within 6 hours of notification and maintains best effort work until a patch or build acceptable to TDH is provided to TDH. The Contractor escalates its best effort work internally if a resolution acceptable to TDH has not been provided within 8 hours of notification.
Normal	There is a loss of some functionality or a consistent and reproducible non-conformity that results in a legal or regulatory non-compliance where there is a workaround available.	Next Maintenance Release
Minor	There is a consistent and reproducible non-conformity that results in no loss of functionality and no legal or regulatory non-compliance.	Next Maintenance Release
Enhancement	Modifications that are made to VRV-WEB application that do not fall in above categories.	Handled on a case by case basis based on mutually agreed delivery date

TDH agrees not to place any alterations of the VRV-WEB software into the production environment without first successfully testing the software using the UAT Entrance/Exit requirements as listed in Attachment 2. If TDH places a version of the VRV-WEB software into production and Critical and/or Major issues exist, TDH agrees to roll back to the previous known working version of VRV-WEB.

A.11.d. Service Support Levels.

The State will provide First and Second Level User support as follows:

(1) First Level Support will be provided by an internal Help Desk within the Vital Records Program Area at TDH where the VRV-WEB solution is utilized.

(2) Second Level Support will be provided by the TDH Information Technology Services Division's main IT Help Desk.

(3) The Contractor shall provide Third Level Technical Support via a Help Desk facility;

i. Support shall be provided via telephone, email, and internet.

ii. Hours of support shall be 6:00a.m. – 9:00p.m. Monday through Friday, excluding State holidays.

A.11.e. Support Procedures.

(1) First Level Help Desk – TDH Entity:
End Users will contact the First Level Help Desk seeking assistance with operational issues. The First Level Help Desk will assist the user where possible, including basic troubleshooting of the problem; user errors and questions involving functionality of the application. Issues resolved at the First Level Help Desk will be logged and reviewed with the Contractor as part of the monthly Support and Maintenance Review meetings as needed. If after a reasonable effort, an issue is not resolved, the First Level Help Desk will escalate the issue to the Second Level Help Desk.

(2) Second Level Help Desk – TDH Entity:
The Second Level Help Desk will receive issues from the First Level Help Desk for additional assistance. Issues resolved at the Second Level Help Desk will be logged and reviewed with the Contractor as part of the monthly Support and Maintenance Review meetings as needed. If after a reasonable effort, an issue is not resolved, the Second Level Help Desk will escalate the issue to the Third Level Help Desk using the following procedure:

i. Enter an issue into Bugzilla with the appropriate information regarding the support request. If Bugzilla is unavailable, then email will be used to report the support request.

ii. If the issue is Critical or Major as defined in Section A.11.c., the Contractor will also be contacted by email and telephone.

(3) Third Level Help Desk – ManTech Entity:
The Contractor shall assign staff who will monitor support requests.
The Contractor shall maintain a copy of the current application used in TDH's Test Environment for resolving issues as they are reported to the Contractor.
If an identified issue is classified as Normal or Minor, it shall be resolved and released in the subsequent MR.
If an identified issue is classified as Critical or Major, the Contractor shall follow this procedure;

a. Provide a response acknowledging the request by updating the item in Bugzilla.

b. If necessary, contact the TDH VRV-WEB resource working with the Third Level User Helpdesk to obtain additional information and technical details regarding the problem.

c. The Contractor shall commence troubleshooting the support request.

d. Once the support request is fixed, the resolution, which will include agreement on how the fix will be supplied, i.e. patch or as part of the next MR, will be documented in the bug and the bug will be set to a status of Fixed in Bugzilla.

e. If the problem can be fixed without a patch to the software, then instructions for the fix will be provided in the resolution to the bug (or via email) and TDH will be expected to follow and implement the provided instructions.

f. If the resolution involves a change to the VRV-WEB system, a patch or new build to the software will be provided. The release number will be documented in the bug and the bug will be set to a status of Fixed in

Bugzilla. Detailed installation instructions for the patch or build will be provided using the established procedures for code delivery to TDH. The Contractor shall assist TDH in the installation of the patch or new build as necessary.

For Critical and Major issues, the State will provide the Contractor necessary access, with appropriate security restrictions, to the software and equipment on which it runs in order to affect necessary adjustments and repairs.

A.11.f. Accepted Working Condition.
Accepted Working Condition (AWC) for VRV-WEB is the condition in the production environment, excluding any currently unresolved bugs. Only bugs that are not in the AWC will be entered into Bugzilla for maintenance consideration. Where an update or upgrade has been introduced that changes aspects of the existing AWC, there will be a 6 month period following the introduction of the update/upgrade for TDH to report issues regarding those changed aspects that will be covered as part of this maintenance agreement. The AWC will then be the condition of the module in the production environment plus any of the unresolved issues.

A.11.g. Acceptance of Changes.
The State will accept bug fixes, software modifications, adjustments, repairs, new versions, and enhancements by this process:

(1) On notice from the Contractor that software is delivered, the State will review, validate the delivery of the software, and perform thorough Functional and User Acceptance Testing on the software.

(2) Within 15 business days, notify Contractor of acceptance or any specific issues with respect to specifications of the software, documentation, efficiency or performance. If the State does not respond within 15 business days the software will be considered accepted for the purpose of payment of an invoice; however, the State may notify the Contractor of latent issues for subsequent correction.

A.11.h. Upgrades.

(1) Security Patches are provided to address an immediate security issue. The Contractor will work with TDH when TDH identifies a security patch that causes issues with the operation of the VRV-WEB application. This service will be considered priority work for the Contractor.

(2) The Contractor shall maintain the VRV-WEB solution at the current level of all supporting software on which the system currently utilizes at the State unless the State requests an exception. This includes, but is not limited to Databases, Servers, Browsers, and PDF Readers. The State will coordinate with the Contractor when a decision is made to upgrade the State's supporting software.

(3) The State will consult with the Contractor regarding changes to Third Party products which integrates with the VRV-WEB solution and if necessary, develop a project plan for any changes. The PCR process will be followed if the State decides to replace a Third Party product or if an upgrade or change to an existing Third Party product will create work for the Contractor outside of what is covered under Maintenance and Support.

(4) VRV-WEB is designed to interface with the State's Enterprise FileNet system. The Contractor shall provide maintenance to the software to operate with subsequent releases of the FileNet system. The changes required due to replacement or significant upgrades to FileNet will consist of a Project Change Request and follow the process outlined in A.7.

(5) The State may choose to stay within two years of the current release of the 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 version(s) of the Contractor's software.

A.11.i. 100 Hours.

Beginning with Contract Year 1 and each subsequent maintenance year, the Contractor is including one-hundred (100) hours of upgrade/enhancement work to the State at no additional cost, to perform any upgrades/enhancements the State requests that are not covered under Maintenance and Support. Use of these hours is at the sole discretion of the State. If for any upgrade(s)/enhancement(s) the amount of effort exceeds one-hundred (100) hours in a maintenance year, a priced PCR may be required for the remainder of the work.

A.11.j. Review Meetings.

(1) Once all modules have been completely implemented, monthly teleconference meetings will be conducted with the Contractor's Service Manager to discuss all issues of VRV-WEB. This meeting will be attended, when possible, by the State's Representative. The meetings will be held at a mutually agreed upon date and time by the Contractor and the State. More frequent meetings may be held as deemed necessary by either party.

The meetings shall review, but are not limited to the following items:

i. Review of the Contractor's performance against its obligations under this agreement.
ii. Progress of defects and issue resolution
iii. Progress of PCRs
iv. Planned PCRs
v. Performance and capacity management

(2) Annual teleconference meetings between ManTech Executives and TDH Management will be conducted for the purpose of evaluating the use and performance of the maintenance and support services provided by the Contractor. The outcome of this evaluation will be the decision to maintain or alter the level of support for the following year. Formal notification will be provided a minimum of 30 days in advance of the annual meeting.

A.11.k. Escalation.

At any point during the Maintenance and Support period, either party can escalate unresolved concerns and issues.

(1) Escalation Rules. The following escalation rules should be followed.
   i. First point of escalation within TDH should be to the TDH VRV-WEB designated resource.
   ii. First point of escalation for the Contractor should be to the Vital Records designated resource.
   iii. Initial contact should be on a peer to peer basis.
   iv. When feasible, no upwards escalation should occur without a peer to peer discussion.
   v. Prior to upwards escalation each peer should inform their counterpart of the intention to escalate.
   vi. Once escalated, the senior escalation point must be updated on all progress. Resolution of escalated issues should be confirmed by all parties to whom escalation has occurred.

(2) Escalation Procedures.

i. Once notice of an escalation has been received a response will be issued by the Contractor.
ii. If during an escalation process either party is concerned with the escalation of the original unresolved concern or issue, they can raise the issue through the Escalation Path hierarchy.
iii. As issues may be complex or require extensive investigation, resolution cannot be guaranteed within any certain time period for all escalation activities; though, both Parties will make all reasonable efforts to keep each other informed of progress.

(3) Escalation Path.
i. Where both parties cannot agree to the severity of a problem, they should escalate the issue through the hierarchy detailed below. Both parties will notify each other of changes to names and contact information in a timely manner.

State		ManTech	
Name	**Role**	**Name**	**Role**
R. Benton McDonough	TDH Vital Records Operations Manager	Joe Lopez	Vital Records Program Manager
Marsha Sumner	TDH ITSD Deputy CIO	Geoff Howard	Senior Vice President

A.11.l. Enhancement Support.
If a mutually agreeable enhancement that is provided to all of the Contractor's vital records implementations is available for VRV-WEB, a plan to deliver the enhancement to the State will be mutually developed. This includes any enhancements that are a result of new Federal mandates.

If the State desires to make an enhancement to the VRV-WEB application, the State and the Contractor will work together to develop a PCR. The PCR will document the change and will be presented to the Contractor. The Contractor will then provide an evaluation of the PCR and a price to execute the enhancement.

A.11.m. System Monitoring.

(1) The State will monitor system performance, including but not limited to:
i. Database Server CPU usage and disk space monitoring
ii. Application Server CPU usage
iii. Servers Network availability

(2) Performance, Capacity Planning and Monitoring.
The Contractor agrees to assist the State, as requested and appropriate, to project the future needs of the application through the following (or as otherwise agreed from time to time):
i. Available disk space
ii. CPU utilization
iii. Servers Network availability
iv. Concurrent VRV-WEB users

(3) Backup and Recovery.
i. Backups.
The State agrees to perform periodic incremental and full backups of the VRV-WEB solution as deemed appropriate by the State.

ii. Recovery Procedures.

The State may detect a failure in the application that causes a recovery process to be initiated immediately. After receipt of notification of a production failure, the State will attempt to determine which component of the system failed. The State agrees to attempt to recover the Software using the following procedures:

A. Restart the failed system.
B. Retest the application once it restarts.
C. Send the VRV-WEB system and monitoring logs to the Contractor to determine what caused the problem.

If the problem is determined to be a VRV-WEB system fault or failure, then the Contractor will resolve the problem in line with this agreement.

If the problem is determined not to be a VRV-WEB failure, then the State will refer to the appropriate backup plan and resolve. If the State requires the Contractor's assistance with the failure, the Contractor may request a PCR for their services and will schedule a mutually agreeable time with the State to perform this work.

A.11.n. Exclusions.

The Contractor is not required to perform Support with respect to the following, although changes or support by the Contractor should be available via the PCR process:

(1) Problems encountered as a result of third-party products co-resident on the system;

(2) 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;

(3) Assistance in migrating to new releases of other software products.

A.12. 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 fifteen business (15) 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.

A.13. The State may, at its sole discretion and with written notice to the Contractor, request changes in the Scope that are necessary but were inadvertently unspecified in this Contract.

a. Change Order Creation— After receipt of a written request for additional services from the State, the Contractor shall respond to the State, within a maximum of ten (10) business days, with a written proposal for completing the service. Contractor's 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 of person hours required for the change(s); and

(5) the maximum cost for the change(s)— this maximum cost shall in no instance exceed the product of the person hours required multiplied by the appropriate payment rate proposed for such work.

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

b. Change Order Performance— Subsequent to creation of a Change Order, the Contractor shall complete the required services. The State will be the sole judge of the acceptable completion of work and, upon such determination, shall provide the Contractor written approval.

c. Change Order Remuneration— The State will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved Change Order, without a formal amendment of this Contract, shall be remunerated in accordance with and further limited by Contract Section C.3.c., PROVIDED THAT, the State shall be liable to the Contractor only for the cost of the actual goods or services provided to complete the necessary work, not to exceed the maximum cost for the change detailed in the Change Order. In no instance shall the State be liable to the Contractor for any amount exceeding the maximum cost specified by the Change Order authorizing the goods or services. Upon State approval of the work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.

B. TERM OF CONTRACT:

B.1. This Contract shall be effective on July 11, 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 Two Millions Four Hundred Two Million Forty-Seven Thousand Eight Hundred Fifty-Four Dollars ($2,047,854) ("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:

Hourly Rate by Resource Type per Contract year:

Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5
Project Manager	$160.00	$164.80	$169.74	$174.84	$180.08
Lead Business Analyst	$90.00	$92.70	$95.48	$98.35	$101.30
Business Analyst	$60.00	$61.80	$63.65	$65.56	$67.53
Lead Application Developer	$145.00	$149.35	$153.83	$158.45	$163.20
Application Developer	$110.00	$113.30	$116.70	$120.20	$123.81
Project Control Analyst	$65.00	$66.95	$68.96	$71.03	$73.16

Module	**Acceptance of COTS Prototype Delivery and Installation**	**Acceptance of Requirements Document and Timeline**	**Implementation + 60 business days**	**Module Total Cost (100%)**	**Perpetual Software Licenses payable after acceptance of completed UAT**	**Total Payments**
Statewide Electronic Death Registration System			Contractor may invoice for remaining $25,543.41	$25,543.41	$50,000.00	$75,543.41
Module	**Acceptance of COTS Prototype Delivery and Installation-Contractor may invoice (20%)**	**Acceptance of Requirements Document and Timeline-Contractor may invoice (25%)**	**Implementation + 60 business days-Contractor may invoice (55%)**	**Module Total cost (100%)**	**Perpetual Software Licenses payable after acceptance of completed UAT**	**Total Payments**
Statewide Electronic Birth Registration System					$175,000.00	$175,000.00

Statewide Electronic Birth Registration System (Hospital Registration)	$36,890.20	$46,112.75	$101,448.05	$184,451.00		$184,451.00
Statewide Electronic Birth Registration System (Delayed Birth and Out-of-State Birth Registration)	$36,890.20	$46,112.75	$101,448.05	$184,451.00		$184,451.00
Statewide Electronic Birth Registration System (State Registration)	$36,890.20	$46,112.75	$101,448.05	$184,451.00		$184,451.00
Statewide Electronic Birth Registration System (Interfaces and Reports)	$36,890.20	$46,112.75	$101,448.05	$184,451.00		$184,451.00
Statewide Electronic Marriage and Divorce Registration System	$101,434.50	$126,793.13	$278,944.88	$507,172.50	$112,500.00	$619,672.51
Statewide Fetal Death Registration System	$16,905.75	$21,132.19	$46,490.81	$84,528.75	$18,750.00	$103,278.75
Statewide Induced Termination of Pregnancy Registration System	$16,905.75	$21,132.19	$46,490.81	$84,528.75	$18,750.00	$103,278.75
Grand Total:	**$282,806.80**	**$353,508.50**	**$803,262.11**	**$1,439,577.41**	**$375,000.00**	**$1,814,577.42**

Goods or Services Description	**Amount** (per compensable increment)

VRV-WEB – EDRS Payments for the **EDRS** Module are tied to specific milestones/deliverables of the project as follows:	**Implementation Total Cost** **$75,544**
Item 1. Payment shall be made as a single, one-time, fixed cost to provide the appropriate license(s) to the State to use the VRV-WEB EDRS Module at completion of UAT as described in Contract Section A.3.g.	**$50,000.00**
Item 2. Payment shall be made upon completion and State's approval and acceptance of the following module**:** Sixty (60) days after Implementation into the State's production environment as described in Contract Section A.3.i.	**$25,544**
VRV-WEB – EBRS Payments for the **EBRS** Module are tied to specific milestones/deliverables of the project as follows:	**Implementation Total Cost** **$912,804**
Item 3. Payment shall be made as a single, one-time, fixed cost to provide the appropriate licenses(s) to the State to use the VRV-WEB EBRS Module at the State's acceptance of UAT as described in Contract Section A.3.g.	**$175,000**
Item 4. 20% of the Implementation Total Cost shall be payable upon completion and State's approval and acceptance of the following Module: EBRS: Hospital Registration - Acceptance of COTS Prototype Delivery and Installation as described in Contract Section A.3.a.	**$36,891**
Item 5. 25% of the Implementation Total Cost shall be payable upon completion and State's approval and acceptance of the following Module: EBRS: Hospital Registration - Acceptance of Requirements Document and Timeline as described in Contract Section A.3.d.	**$46,113**
Item 6. 55% of the Implementation Total Cost shall be payable upon completion and State's approval and acceptance of the following Module: EBRS: Hospital Registration - Sixty (60) days after Implementation as described in Contract Section A.3.i.	**$101,449**
Item 7. 20% of the Implementation Total Cost shall be payable upon completion and State's approval and acceptance of the following Module: EBRS: Delayed Births and Out-of-State Births - Acceptance of COTS Prototype Delivery and Installation as described in Contract Section A.3.a.	**$36,891**
Item 8. 25% of the Implementation Total Cost shall be payable upon completion and State's approval and acceptance of the following Module: EBRS: Delayed Births and Out-of-State Births - Acceptance of Requirements Document and Timeline as described in Contract Section A.3.d.	**$46,113**
Item 9. 55% of the Implementation Total Cost shall be payable upon completion and State's approval and acceptance of the following Module: EBRS: Delayed Births and Out-of-State Births - Sixty (60) days after Implementation as described in Contract Section A.3.i.	**$101,449**
Item 10. 20% of the Implementation Total Cost shall be payable upon completion and State's approval and acceptance of the following Module: EBRS: State Registration - Acceptance of COTS Prototype Delivery and Installation as described in Contract Section A.3.a.	**$36,891**
Item 11. 25% of the Implementation Total Cost shall be payable upon completion and State's approval and acceptance of the following Module: EBRS: State Registration - Acceptance of Requirements Document and Timeline as described in Contract Section A.3.d.	**$46,113**
Item 12. 55% of the Implementation Total Cost shall be payable upon	

completion and State's approval and acceptance of the following Module: EBRS: State Registration - Sixty (60) days after Implementation as described in Contract Section A.3.i.	**$101,449**
Item 13. 20% of the Implementation Total Cost shall be payable upon completion and State's approval and acceptance of the following Module: EBRS: Interfaces and Reports - Acceptance of COTS Prototype Delivery and Installation as described in Contract Section A.3.a.	**$36,891**
Item 14. 25% of the Implementation Total Cost shall be payable upon completion and State's approval and acceptance of the following Module: EBRS: Interfaces and Reports - Acceptance of Requirements Document and Timeline as described in Contract Section A.3.d.	**$46,113**
Item 15. 55% of the Implementation Total Cost shall be payable upon completion and State's approval and acceptance of the following Module: EBRS: Interfaces and Reports - Sixty (60) days after Implementation as described in Contract Section A.3.i.	**$101,449**
VRV-WEB – Fetal Death (FDRS) Payments for the **Fetal Death** Module are tied to specific milestones/deliverables of the project as follows:	**Implementation Total Cost $103,279**
Item 16. Payment shall be made as a single, one-time, fixed cost to provide the appropriate licenses(s) to the State to use the VRV-WEB FDRS Module at the State's acceptance of UAT as described in Contract Section A.3.g.	**$18,750**
Item 17. 20% of the Implementation Total Cost shall be payable upon completion and State's approval and acceptance of the following Module: FDRS - Acceptance of COTS Prototype Delivery and Installation as described in Contract Section A.3.a.	**$16,906**
Item 18. 25% of the Implementation Total Cost shall be payable upon completion and State's approval and acceptance of the following Module: FDRS - Acceptance of Requirements Document and Timeline as described in Contract Section A.3.d.	**$21,133**
Item 19. 55% of the Implementation Total Cost shall be payable upon completion and State's approval and acceptance of the following Module: FDRS - Sixty (60) days after Implementation as described in Contract Section A.3.i.	**$46,491**
VRV-WEB – Induced Termination of Pregnancy (ITOPS) Payments for the **ITOPS** Module are tied to specific milestones/deliverables of the project as follows:	**Implementation Total Cost $103,279**
Item 20. Payment shall be made as a single, one-time, fixed cost to provide the appropriate licenses(s) to the State to use the VRV-WEB ITOPS Module at the State's acceptance of UAT as described in Contract Section A.3.g.	**$18,750**
Item 21. 20% of the Implementation Total Cost shall be payable upon completion and State's approval and acceptance of the following Module: ITOPS - Acceptance of COTS Prototype Delivery and Installation as described in Contract Section A.3.a.	**$16,906**
Item 22. 25% of the Implementation Total Cost shall be payable upon completion and State's approval and acceptance of the following Module: ITOPS - Acceptance of Requirements Document and Timeline as described in Contract Section A.3.d.	**$21,133**

Item 23. 55% of the Implementation Total Cost shall be payable upon completion and State's approval and acceptance of the following Module: ITOPS - Sixty (60) days after Implementation as described in Contract Section A.3.i.	**$46,491**
VRV-WEB – Marriage & Divorce (EMDRS) Payments for the **EMDRS** Module are tied to specific milestones/deliverables of the project as follows:	**Implementation Total Cost $619,673**
Item 24. Payment shall be made as a single, one-time, fixed cost to provide the appropriate licenses(s) to the State to use the VRV-WEB EMDRS Module at the State's acceptance of UAT as described in Contract Section A.3.g.	**$112,500**
Item 25. 20% of the Implementation Total Cost shall be payable upon completion and State's approval and acceptance of the following Module: EMDRS - Acceptance of COTS Prototype Delivery and Installation as described in Contract Section A.3.a.	**$101,435**
Item 26. 25% of the Implementation Total Cost shall be payable upon completion and State's approval and acceptance of the following Module: EMDRS - Acceptance of Requirements Document and Timeline as described in Contract Section A.3.d.	**$126,794**
Item 27. 55% of the Implementation Total Cost shall be payable upon completion and State's approval and acceptance of the following Module: EMDRS - Sixty (60) days after Implementation as described in Contract Section A.3.i.	**$278,945**

TOTAL COST for VRV-WEB – Licenses and Services	**$1,915,349**
Total Cost for VRV-WEB Licenses	**$ 375,000**
Cost for VRV-WEB Services	**$1,439,578**
+7% for Service Enhancements	**$100,771**
Total Cost for VRV-WEB Services	**$1,540,349**

VRV-WEB – Software Maintenance and Support Payments for VRV-WEB Software Maintenance and Support are estimated below based on the Timeline of Service as described in Attachment 3. Actual payments will depend on the timing of the Warranty period expiration for each Module as that occurs. Throughout the term of this contract, Maintenance and Support costs are increased at a rate of 3.3% annually. The figures reflected herein are calculated on a monthly basis multiplied times the number of months to be invoiced per the State's fiscal year. Invoicing will occur quarterly.	
EDRS – Software Maintenance and Support	**Estimated Maintenance and Support Total Cost $291,639**
Item 28. EDRS Software Maintenance and Support payment for Contract year one (1)	**$5,493**
Item 29. EDRS Software Maintenance and Support payment for Contract year two (2)	**$68,091**
Item 30. EDRS Software Maintenance and Support payment for	

Contract year three (3)	**$70,338**
Item 31. EDRS Software Maintenance and Support payment for Contract year four (4)	**$72,659**
Item 32. EDRS Software Maintenance and Support payment for Contract year five (5)	**$75,057**
EBRS – Software Maintenance and Support	**Estimated Maintenance and Support Total Cost $342,329**
Item 33. EBRS Software Maintenance and Support payment for Contract year three (3)	**$90,084**
Item 34. EBRS Software Maintenance and Support payment for Contract year four (4)	**$124,075**
Item 35. EBRS Software Maintenance and Support payment for Contract year five (5)	**$128,170**
FDRS – Software Maintenance and Support	**Estimated Maintenance and Support Total Cost $21,109**
Item 36. FDRS Software Maintenance and Support payment for Contract year three (3)	**$4,059**
Item 37. FDRS Software Maintenance and Support payment for Contract year four (4)	**$8,386**
Item 38. FDRS Software Maintenance and Support payment for Contract year five (5)	**$8,663**
ITOPS – Software Maintenance and Support	**Estimated Maintenance and Support Total Cost $19,079**
Item 39. ITOPS Software Maintenance and Support payment for Contract year three (3)	**$2,030**
Item 40. ITOPS Software Maintenance and Support payment for Contract year four (4)	**$8,386**
Item 41. ITOPS Software Maintenance and Support payment for Contract year five (5)	**$8,663**
EMDS – Software Maintenance and Support	**Estimated Maintenance and Support Total Cost $93,910**
Item 42. EMDS Software Maintenance and Support payment for Contract year four (4)	**$41,932**
Item 43. EMDS Software Maintenance and Support payment for Contract year five (5)	**$51,978**
ESTIMATED TOTAL COST for VRV-WEB – Software Maintenance and Support	**$768,065**

c. Project Change Request Compensation. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.15. with 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.15, PROVIDED THAT compensation to the Contractor for such "Project Change Request" work shall not exceed a maximum of One Hundred Thousand, Seven Hundred Seventy dollars ($100,770), which is seven percent (7%) of One Million, Four Hundred Thirty-Nine Thousand, Five Hundred Seventy-Seven dollars ($1,439,577), the VRV-WEB Services Amount. 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.

e. Approval and acceptance of deliverables by the State shall not be unreasonably withheld. Modules provided to the State for approval and acceptance that have not been accepted or rejected within thirty (30) days are deemed accepted and invoices may be issued by the Contractor and are payable by the State under Section C.5 below.

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. Payment shall be made no later than thirty (30) days after receipt of an acceptable invoice.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is reasonably 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:

State Contact Name & Title
State Agency Name
Address
Email Address
Telephone # Number
FAX # Number

The Contractor:

Contractor Contact Name & Title
Contractor Name
Address
Email Address
Telephone # Number
FAX # Number

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

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor 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 a Party ("Breaching Party") fails to properly perform its obligations under this Contract, or if a Party materially violates any terms of this Contract ("Breach

Condition"), the other Party ("Non-breaching Party") may provide written notice to the Breaching Party specifying the Breach Condition. If within thirty (30) days of notice, the Breaching Party has not cured the Breach Condition, the Non-breaching Party may terminate the Contract. In the event the Non-breaching Party is the State, the State may withhold payments in excess of compensation for completed services or provided goods. The Breaching Party shall not be relieved of liability to the Non-breaching Party for damages sustained by virtue of any breach of this Contract, and the Non-breaching Party 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 reasonable 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 one (1) 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. In no event will the Contractor be liable to the State or any other party for any indirect, special, incidental, punitive, exemplary or consequential damages.

D.19 Insurance. Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number or federal employer identification number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation.
All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars ($50,000) must be approved by the State. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.
The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. 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 or its insurer, 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.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability Insurance

1) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2) The Contractor shall maintain bodily injury/property damage with a combined single limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars ($2,000,000).

b. Workers' Compensation and Employer Liability Insurance

1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:

i. Workers' compensation in an amount not less than one million dollars ($1,000,000) including employer liability of one million dollars ($1,000,000) per accident for bodily injury by accident, one million dollars ($1,000,000) policy limit by disease, and one million dollars ($1,000,000) per employee for bodily injury by disease.

2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

i. The Contractor employs fewer than five (5) employees;

ii. The Contractor is a sole proprietor;

iii. The Contractor is in the construction business or trades with no employees;

iv. The Contractor is in the coal mining industry with no employees;

v. The Contractor is a state or local government; or

vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

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 third party 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, workaround 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. 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:
   a. Attachment 1- Attestation Re Personnel used in Contract Performance
   b. Attachment 2- UAT Entrance & Exit Criteria
   c. Attachment 3- VRISM Timeline
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.

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. 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.4. 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.5. 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.8. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify and/or procure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law.

IN WITNESS WHEREOF,

MANTECH INFORMATION SYSTEMS & TECHNOLOGY CORPORATION:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF HEALTH:

John J. Dreyzehner MD. MPH. FACOEM- Commissioner **DATE**

ATTACHMENT 1

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

If the attestation applies to more than one contract, modify this row accordingly. **SUBJECT CONTRACT NUMBER:**	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

If the attestation applies to more than one contract, modify the following paragraph accordingly.

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 2 - UAT ENTRANCE & EXIT CRITERIA

VRISM UAT Entrance Criteria

Seq#	DEFINITION
1	Approved Business Requirements
2	Testing Environment Established - All Elements
3	Test Plan complete and validated
4	Appropriate Testing Data is available & Loaded into the Database & Files
5	Completed and reviewed Test Scripts
6	Testers Identified
7	Tester Training Completed
8	Access rights for each tester were verified (all roles)
9	Document Test Cases and Results from prior test phase, if appropriate
10	Test reporting mechanism ready
11	Solution Functionality inventoried and validated

VRISM UAT Exit Criteria

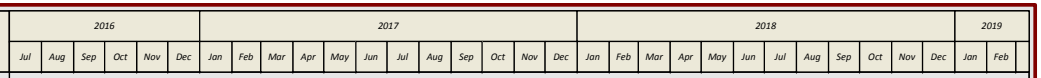
Seq#	DEFINITION
1	All items in Scope were tested
2	A RTM (Requirements Traceability Matrix) document will be created to cross reference requirements with current work efforts with the vendor to assure all Business Needs are met.
3	All test cases were executed: Failed cases must be at a Severity Level 3 or 4 as indicated in below chart.
4	Defects were documented and reported in current vendor tickets.
5	All Level 1 (Blocker/Show Stopper) and 2 (Critical) defects are resolved and implemented prior to acceptance.
6	Applicable sign-off on testing obtained.
7	The State has the sole responsibility to accept or reject the quality of the fix.

SEVERITY	DEFINITION	GO-LIVE ACCEPTANCE CRITERIA
Level 1 – Blocker /Show Stopper	A problem with software or a component causing critical impact to Client's business operation. -Compromises the integrity of data -Does not leave an audit trail -Impairs the ability of a function or process to carry out essential processing; and provides no reasonably acceptable work-around solution to allow work to continue within the system. ***This priority code is assigned to critical system defects that stop all or an essential part of the VRISM applications from working***.	**Zero (0) identified defects will remain open**

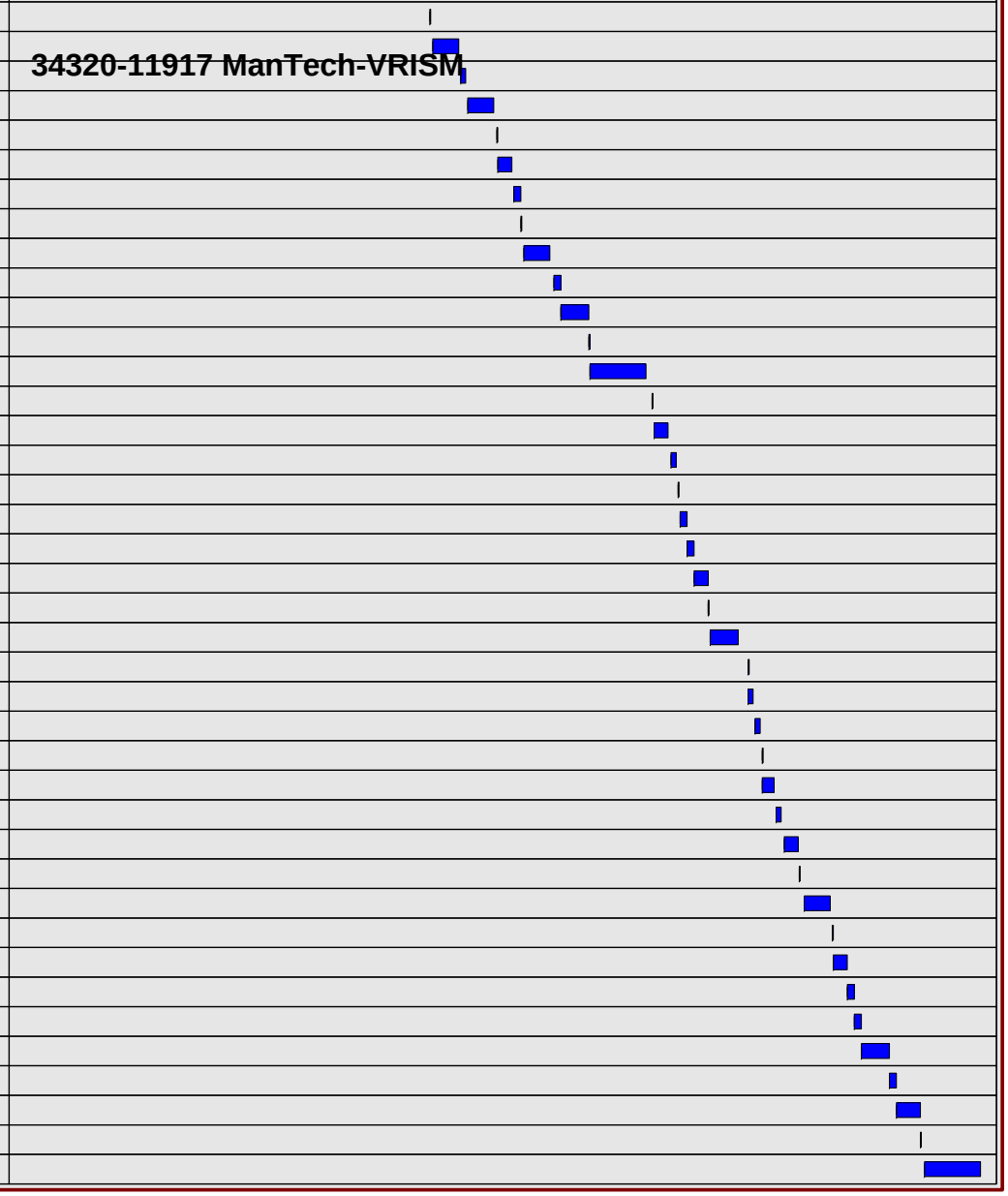
Level 2 – Critical	A defect or missing piece that adversely affects the ability of a function or process to carry out critical processing. ***There is a work-around solution that is reasonably acceptable while the responsible party repairs the defect.***	**Two (2) or fewer identified defects will remain open but will require work around authorization from Sponsors.** Defects will be identified and tickets with the Vendor will be opened to document the fix.
Level 3 – Major	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 but will require work around authorization from Sponsors. Must be unrelated issues or they will be moved to a Level 2 - Critical.** Defects will be identified and tickets with Vendor will be opened to document the fix.
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 , tickets of this type over twenty (20) in number will be compiled into one overall ticket and move to a Level 3 ticket with the Vendor.** Any defects under twenty (20) will be identified, logged and tracked until completion with the Vendor.

ATTACHMENT 3 – VRISM Timeline

ID	Task Name	Start	Finish	Duration
1	Contract Begin	7/1/2016	7/1/2016	1d
2	Gap Analysis - EDRS	7/1/2016	7/14/2016	2w
3	Detailed Requirements - EDRS	7/15/2016	7/28/2016	2w
4	Detailed Requirements Approved - EDRS	7/29/2016	8/4/2016	1w
5	Development & Configuration - EDRS	8/5/2016	8/18/2016	2w
6	Functional Testing - EDRS	8/19/201661	9/1/2016	2w
7	UAT - EDRS	9/2/2016	9/29/2016	4w
8	UAT Approval - EDRS	10/3/2016	10/3/2016	1d
9	**EDRS Implementation**	**10/4/2016**	**11/28/2016**	8w
10	Prototype Load - EBRS	11/1/2016	11/1/2016	1d
11	Gap Analysis – EBRS Sub-phase 1	11/7/2016	11/25/2016	3w
12	Detailed Requirements – EBRS Sub-phase 1	11/29/2016	12/5/2016	1w
13	Detailed Requirements Approved – EBRS Sub-phase 1	12/6/2016	12/6/2016	1d
14	Development & Configuration – EBRS Sub-phase 1	12/7/2016	1/10/2017	5w
15	Functional Testing – EBRS Sub-phase 1	1/11/2017	1/17/2017	1w
16	UAT – EBRS – Sub-phase 1	1/18/2017	2/7/2017	3w
17	UAT Approval – EBRS Sub-phase 1	2/6/2017	2/6/2017	1d
18	Gap Analysis – EBRS Sub-phase 2	2/13/2017	3/3/2017	3w
19	Detailed Requirements – Sub-phase 2	3/6/2017	3/10/2017	1w
20	Detailed Requirements Approved – EBRS Sub-phase 2	3/13/2017	3/13/2017	1d
21	Development & Configuration – EBRS Sub-Phase 2	3/14/2017	4/10/2017	4w
22	Functional Testing – EBRS Sub-phase 2	4/11/2017	4/24/2017	2w
23	UAT – EBRS Sub-phase 2	4/14/2017	4/27/2017	2w
24	UAT Approval – EBRS Sub-phase 2	4/28/2017	4/28/2017	1d
25	Gap Analysis – EBRS Sub-phase 3	5/1/2017	5/23/2017	3w 2d
26	Detailed Requirements – EBRS sub-phase 3	5/24/2017	5/30/2017	1w
27	Detailed Requirements Approved – EBRS Sub-phase 3	5/31/2017	5/31/2017	1d
28	Development and Configuration – EBRS Sub-phase 3	6/1/2017	6/28/2017	4w
29	Functional Testing – EBRS Sub-phase 3	6/29/2017	7/5/2017	1w
30	UAT – EBTS Sub-phase 3	7/6/2017	8/2/2017	4w
31	UAT Approval – EBRS Sub-phase 3	8/2/2017	8/2/2017	1d
32	Gap Analysis – EBRS Sub-phase 4	8/4/2017	8/17/2017	2w
33	Detailed Requirements – EBRS Sub-phase 4	8/18/2017	8/24/2017	1w
34	Detailed Requirements Approved – EBRS Sub-phase 4	8/25/2017	8/25/2017	1d
35	Development and Configuration – EBRS Sub-phase 4	8/28/2017	9/22/2017	4w
36	Functional Testing – EBRS Sub-phase 4	9/25/2017	9/29/2017	1w



34	Detailed Requirements Approved – EBRS Sub-phase 4	8/25/2017	8/25/2017	1d
35	Development and Configuration – EBRS Sub-phase 4	8/28/2017	9/22/2017	4w
36	Functional Testing – EBRS Sub-phase 4	9/25/2017	9/29/2017	1w
37	UAT – EBRS Sub-phase 4	10/2/2017	10/27/2017	4w
38	UAT Approval – EBRS Sub-phase 4	10/31/2017	10/31/2017	1d
39	Gap Analysis – EBRS Sub-phase 5	11/1/2017	11/14/2017	2w
40	Detailed Requirements – EBRS Sub-phase 5	11/17/2017	11/23/2017	1w
41	Detailed Requirements Approved – EBRS Sub-phase 5	11/24/2017	11/24/2017	1d
42	Development and Configuration – EBRS Sub-phase 5	11/27/2017	12/22/2017	4w
43	Functional Testing – EBRS Sub-phase 5	12/27/2017	1/2/2018	1w
44	UAT- Sub-phase 5	1/3/2018	1/30/2018	4w
45	UAT Approval – EBRS Sub-Phase 5	1/31/2018	1/31/2018	1d
46	**EBRS Statewide Implementation**	**2/1/2018**	**3/28/2018**	8w
47	Prototype Load – Fetal Death	4/4/2018	4/4/2018	1d
48	Gap Analysis – Fetal Death	4/6/2018	4/19/2018	2w
49	Detailed Requirements – Fetal Death	4/23/2018	4/27/2018	1w
50	Detailed Requirements Approved – Fetal Death	4/30/2018	4/30/2018	1d
51	Development and Configuration – Fetal Death	5/2/2018	5/8/2018	1w
52	Functional Testing – Fetal Death	5/9/2018	5/15/2018	1w
53	UAT – Fetal Death	5/16/2018	5/29/2018	2w
54	UAT Approved – Fetal Death	5/30/2018	5/30/2018	1d
55	**Fetal Death Statewide implementation**	**6/1/2018**	**6/28/2018**	4w
56	Prototype Load - ITOP	7/9/2018	7/9/2018	1d
57	Gap Analysis - ITOP	7/9/2018	7/13/2018	1w
58	Detailed Requirements - ITOP	7/16/2018	7/20/2018	1w
59	Detailed Requirement Approved - ITOP	7/23/2018	7/23/2018	1d
60	Development and Configuration - ITOP	7/23/2018	8/3/2018	2w
61	Functional Testing - ITOP	8/6/2018	8/10/2018	1w
62	UAT - ITOP	8/14/2018	8/27/2018	2w
63	UAT Approved - ITOP	8/29/2018	8/29/2018	1d
64	**ITOP Statewide Implementation**	**9/3/2018**	**9/28/2018**	4w
65	Prototype Load – Marriage & Divorce	10/1/2018	10/1/2018	1d
66	Gap Analysis – Marriage & Divorce	10/2/2018	10/15/2018	2w
67	Detailed Requrements – Marriage & Divorce	10/16/2018	10/22/2018	1w
68	Detailed Requirements Approval - Marriatge & Divorce	10/23/2018	10/29/2018	1w
69	Development and Configuration – Marriage & Divorce	10/30/2018	11/26/2018	4w
70	Functional Testing – Marriage & Divorce	11/27/2018	12/3/2018	1w
71	UAT – Maarriage & Divorce	12/4/2018	12/27/2018	3w 3d
72	UAT Approval – Marriage & Divorce	12/28/2018	12/28/2018	1d
73	**Statewide implementation – Marriage & Divorce**	**1/1/2019**	**2/25/2019**	8w



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