



**STATE OF TENNESSEE
DEPARTMENT OF HEALTH**
ANDREW JOHNSON TOWER, 5TH FLOOR
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243

BILL LEE
GOVERNOR

LISA PIERCEY, MD, MBA, FAAP
COMMISSIONER

July 31, 2020

Krista Lee Carsner, Director
Fiscal Review Committee
Suite G-102, Cordell Hull Building
425 5th Avenue North
Nashville, TN 37243

Mike Perry, Chief Procurement Officer
Central Procurement Office, Department of General Services
22nd Floor, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243

Dear Director Carsner and CPO Perry:

The Department of Health's Division of Family Health and Wellness is requesting approval to amend a contract with CQuest America, Inc. that was competitively bid by RFP in 2017 to create a management information system for the Tennessee Women, Infants, and Children (WIC) Program. The proposed amendment to the contract will move the system from State-hosted to Contractor-hosted and add \$3,147,595.00 to cover the costs of the move and the hosting.

The management information system has allowed the WIC program to move from a paper-based system to an automated system for issuing WIC benefits. The system is currently State-hosted; however, the Department has run into several issues with system downtime and the ability for developers to support and resolve those issues in a timely manner. After much consideration, the Department is proposing to switch from State-hosted to contractor-hosted to increase the support to users and ultimately benefit WIC customers. The system is 100% federally funded.

Thank you for your consideration of this amendment. If you have any questions or need additional information, please contact Alexa Witcher (Alexa.Witcher@tn.gov or 615-651-0495).

Sincerely,

A handwritten signature in blue ink that reads "Lisa Piercey MD" with a stylized flourish at the end.

Lisa Piercey, MD, MBA, FAAP
Commissioner

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	John Webb	*Contact Phone:	615-741-3886			
*Presenter's name(s):	Alexa Witcher, Lindsay Oliveras, Brandon Corbin					
Edison Contract Number: <i>(if applicable)</i>	55478	RFS Number: <i>(if applicable)</i>	34353-14617			
*Original or Proposed Contract Begin Date:	7/17/2017	*Current or Proposed End Date:	7/16/2024			
Current Request Amendment Number: <i>(if applicable)</i>	1					
Proposed Amendment Effective Date: <i>(if applicable)</i>	10/1/2020					
*Department Submitting:	Department of Health					
*Division:	WIC					
*Date Submitted:	7/31/2020					
*Submitted Within Sixty (60) days:	Yes					
<i>If not, explain:</i>						
*Contract Vendor Name:	CQuest America, Inc.					
*Current or Proposed Maximum Liability:	\$4,394,575.00					
*Estimated Total Spend for Commodities:	N/A					
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)						
FY18	FY19	FY20	FY21	FY22	FY23	FY24
\$1,798,575.	\$590,000.	\$306,000.	\$425,000.	\$425,000.	\$425,000.	\$425,000.
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)						
FY18	FY19	FY20	FY21	FY22	FY23	FY24
\$1,395,000.	\$526,220.	\$555,113.75	\$0	\$0	\$0	\$0
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			TDH estimated FY18 and 19 spend is based on the number of deliverables we believed the contractor would complete during that time frame. Surplus funds were not spent.			
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			N/A			
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired			TDH estimated FY20 spend based on the remaining deliverables after FY18 and FY19. Because the contractor had more deliverables in FY20 than			

Supplemental Documentation Required for
Fiscal Review Committee

to pay the overage:		originally planned, the spend in FY20 was higher than allotted.	
*Contract Funding Source/Amount:			
State:		Federal:	100%
<i>Interdepartmental:</i>		<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
N/A			
Method of Original Award: <i>(if applicable)</i>		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?		The original contract award was for \$4,394,575.00, and that figure was determined by the contractor bid via the RFP process.	
*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.		The current contract does not expire until 2024. The WIC management information system is vital in providing WIC benefits to citizens. It is in the best interests of the State and the WIC customers to maintain services with the current vendor.	

Sum Amt	Edison Contract ID	Vendor ID	Vendor Name	PO ID	Voucher ID	Invoice	Date	Fiscal Year
\$ 22,500.00	000000000000000000055478	0000209841	Cquest America Inc	0000162033	00947070	IN009726	12/21/2017	2018
\$ 22,500.00	000000000000000000055478	0000209841	Cquest America Inc	0000162033	00976162	IN009802	4/3/2018	2018
\$ 45,000.00	000000000000000000055478	0000209841	Cquest America Inc	0000162033	00925709	IN009662	10/4/2017	2018
\$ 45,000.00	000000000000000000055478	0000209841	Cquest America Inc	0000162033	00976161	IN009801	4/3/2018	2018
\$ 67,500.00	000000000000000000055478	0000209841	Cquest America Inc	0000162033	00976164	IN009803	4/3/2018	2018
\$ 108,000.00	000000000000000000055478	0000209841	Cquest America Inc	0000162033	00969605	IN009781	3/7/2018	2018
\$ 112,500.00	000000000000000000055478	0000209841	Cquest America Inc	0000162033	00930702	IN009679	10/23/2017	2018
\$ 135,000.00	000000000000000000055478	0000209841	Cquest America Inc	0000162033	00940905	IN009706	11/28/2017	2018
\$ 157,500.00	000000000000000000055478	0000209841	Cquest America Inc	0000162033	00942620	IN009710	12/5/2017	2018
\$ 157,500.00	000000000000000000055478	0000209841	Cquest America Inc	0000162033	00969604	IN009783	3/7/2018	2018
\$ 252,000.00	000000000000000000055478	0000209841	Cquest America Inc	0000162033	00997378	IN009855	6/14/2018	2018
\$ 270,000.00	000000000000000000055478	0000209841	Cquest America Inc	0000162033	01004573	IN009853	7/3/2018	2018
\$ 1,395,000.00								2018
\$ 14,720.00	000000000000000000055478	0000209841	Cquest America Inc	0000180210	01033171	IN009954	10/10/2018	2019
\$ 22,500.00	000000000000000000055478	0000209841	Cquest America Inc	0000180210	01032492	IN009955	10/3/2018	2019
\$ 22,500.00	000000000000000000055478	0000209841	Cquest America Inc	0000180210	01033607	IN009963	10/10/2018	2019
\$ 22,500.00	000000000000000000055478	0000209841	Cquest America Inc	0000180210	01037680	IN009957	10/29/2018	2019
\$ 22,500.00	000000000000000000055478	0000209841	Cquest America Inc	0000180210	01043542	IN009986	11/6/2018	2019
\$ 22,500.00	000000000000000000055478	0000209841	Cquest America Inc	0000180210	01044937	IN009987	11/13/2018	2019
\$ 22,500.00	000000000000000000055478	0000209841	Cquest America Inc	0000180210	01096010	IN010131	5/7/2019	2019
\$ 22,500.00	000000000000000000055478	0000209841	Cquest America Inc	0000180210	01117662	IN010172	7/5/2019	2019
\$ 35,000.00	000000000000000000055478	0000209841	Cquest America Inc	0000180210	01024563	IN009926	9/6/2018	2019
\$ 60,375.00	000000000000000000055478	0000209841	Cquest America Inc	0000180210	01068889	IN010048	2/11/2019	2019
\$ 60,375.00	000000000000000000055478	0000209841	Cquest America Inc	0000180210	01076356	IN010070	3/11/2019	2019
\$ 60,375.00	000000000000000000055478	0000209841	Cquest America Inc	0000180210	01082158	IN010097	3/28/2019	2019
\$ 60,375.00	000000000000000000055478	0000209841	Cquest America Inc	0000180210	01096009	IN010129	5/7/2019	2019
\$ 77,500.00	000000000000000000055478	0000209841	Cquest America Inc	0000162033	01024563	IN009926	9/6/2018	2019
\$ 526,220.00								2019
\$ 414.00	000000000000000000055478	0000209841	Cquest America Inc	0000200303	01224238	IN010364	5/18/2020	2020
\$ 1,242.00	000000000000000000055478	0000209841	Cquest America Inc	0000200303	01224239	IN010365	5/18/2020	2020
\$ 3,726.00	000000000000000000055478	0000209841	Cquest America Inc	0000200303	01224235	IN010285	5/21/2020	2020
\$ 3,933.00	000000000000000000055478	0000209841	Cquest America Inc	0000180210	01239247	IN010388	7/14/2020	2020
\$ 4,347.00	000000000000000000055478	0000209841	Cquest America Inc	0000180210	01239250	IN010389	7/14/2020	2020
\$ 8,331.75	000000000000000000055478	0000209841	Cquest America Inc	0000180210	01239245	IN010386	7/14/2020	2020

Amendment Technology

Subject: 34301 WIC MIS Amendment 1

[Review/Edit Approvers](#)

Amendment Technology

Amendment Technology: 2665: **Approved** [View/Hide Comments](#)

Amendment Technology

Approval Status	Approver Name	Role	Timestamp
Approved	Rachel Hardaway	Agency Forms Approver	07/29/20 - 1:00 PM
Skipped	Lindsay Oliveras	Agency Forms Approver	07/29/20 - 12:56 PM
Approved	Kevin Wieck	CPO Tech Forms Approver	07/29/20 - 4:01 PM

[Comments](#)

OK



STS Pre-Approval Endorsement Request E-Mail Transmittal

TO : STS Contracts
Department of Finance & Administration
E-mail : it.abc@tn.gov

FROM : Scott Creel
E-mail : Scott.Creel@tn.gov

DATE : July 23, 2020 **Received by STS on Thursday, July 23, 2020**

RE : Request for STS Pre-Approval Endorsement

Applicable RFS # 34353-14617 (END0000468)

State Security Confidential Information Applicability

Under Tenn. Code Ann. §10-7-504(i) vendor identity or a description of the goods or services provided by the vendor shall be confidential.

- Applicable
 Not Applicable

Additional language is attached and endorsement is contingent upon inclusion of this additional language:

- Applicable
 Not Applicable

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

Health

Applicable RFS # 34353-14617 (END0000468)	
Agency Contact (name, phone, e-mail)	Scott Creel, (615) 491-0612, Scott.Creel@tn.gov
<p>Attachments Supporting Request (mark all applicable)</p> <p>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.</p> <p> <input type="checkbox"/> Solicitation Document <input type="checkbox"/> Special Contract Request <input checked="" type="checkbox"/> Amendment Request <input type="checkbox"/> Proposed Contract/Grant or Amendment <input checked="" type="checkbox"/> Original Contract/Grant and Previous Amendments (if any) </p>	
<p>Information Systems Plan (ISP) Project Applicability</p> <p>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.</p> <p>IT Director/Staff Name Confirming (required): Brandon Corbin, Health CIO</p> <p> <input checked="" type="checkbox"/> Applicable – Approved ISP Project# 1010291 <input type="checkbox"/> Not Applicable </p>	
<p>Subject Information Technology Service Description</p> <p>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.</p> <p>Moving TNWIC from State to Vendor location</p>	

Amendment Request

This request form is not required for amendments to grant contracts. Upload the completed document and route for approvals by selecting the Amendment Request e-Form in Edison. For additional guidance, please see the e-Forms Job Aid available online at the following: <https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html>.

APPROVED

CHIEF PROCUREMENT OFFICER

DATE

Agency request tracking #	34353-14617	
1. Procuring Agency	Department of Health	
2. Contractor	CQuest America, Inc.	
3. Edison contract ID #	55478	
4. Proposed amendment #	1	
5. Contract's Original Effective Date	7/17/2017	
6. Current end date	7/16/2024	
7. Proposed end date	7/16/2024	
8. Current Maximum Liability or Estimated Liability	\$ 4,394,575.00	
9. Proposed Maximum Liability or Estimated Liability	\$ 7,542,170.00	
10. Strategic Technology Solutions Pre-Approval Endorsement Request – information technology service (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
11. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
12. Human Resources Pre-Approval Endorsement Request – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Explain why the proposed amendment is needed	<p>TDH is updating scope to reflect moving from the solution being State-hosted to Contractor-hosted. In addition, adding funds to cover the costs of the vendor hosting the solution.</p>	
14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.	<p>The Contract continues through to July 2024. The WIC management information system is vital in providing WIC benefits to citizens. It is in the best interests of the State and the WIC</p>	

Agency request tracking #	34353-14617
customers to maintain services with the current vendor and adjust the contract due to IT needs.	
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)	



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 34353-14617	Edison ID 55478	Contract # FA-18-55478	Amendment # 01		
Contractor Legal Entity Name CQuest America, Inc.			Edison Vendor ID 209841		
Amendment Purpose & Effect(s) To increase the maximum liability and modify the scope of services					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: July 16, 2024			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 3,147,595		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2018		\$1,395,000.00			\$1,395,000.00
2019		\$526,220.00			\$526,220.00
2020		\$400,890.00			\$400,890.00
2021		\$1,831,580.00			\$1,831,580.00
2022		\$1,270,680.00			\$1,270,680.00
2023		\$1,270,680.00			\$1,270,680.00
2024		\$741,230.00			\$741,230.00
2025		\$105,890			\$105,890
TOTAL:		\$7,542,170.00			\$7,542,170.00
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.				CPO USE	
Speed Chart (optional) HL00000346		Account Code (optional) 70803000			

**AMENDMENT ONE
OF CONTRACT 55478**

This Amendment is made and entered by and between the State of Tennessee, Department of Health hereinafter referred to as the "State" and CQuest America, Inc., hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section A.4. is deleted in its entirety and replaced with the following:
 - A.4. Data Storage/Backups. The State will require Contractor to perform all backups and data storage in physically secure location and with secure access control to authorized personnel. Location must be approved by State Security. Backup schedules must be maintained to ensure timely availability and integrity of data. All backup data containing Protected Health Information (PHI) and Personally Identifiable Information (PII), which are also considered confidential Data and subject to the terms in E.14.

2. The following is added as Contract section A.10.
 - A.10. Secure Connection. The Contractor will provide a secure connection to the State for authorized users to connect to Contractor resources from outside of the contractor's network as deemed necessary by the State.

3. The following is added as Contract section E.14.
 - E.14. Contractor Hosted Services Confidential Data, Audit, and Other Requirements
 - a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:
 - 1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
 - 2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.
 - 3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion

of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

- 4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.
- 5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State
- 6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- 1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- 2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- 3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to

Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

- d. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:
 - (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
 - i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: ONE HOUR
 - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: SIXTEEN HOURS
 - (2) The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

4. Contract section C.1. is deleted in its entirety and replaced with the following:

C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed Seven million five hundred forty-two thousand one hundred seventy dollars (\$7,542,170) ("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.

5. Contract section C.3.b. Deliverable 35, Task 8.1.2 is deleted in its entirety and replaced with the following:

Goods or Services Descriptions	Compensable Amount	Hold Back Amount	Total Amount
Deliverable 35: Final System Documentation and Source Code, as detailed in Task 8.1.2, Attachment 1	\$15,000 (one-time charge)- 100%	Not Applicable – See Section C.3.d.	\$15,000

6. Contract section C.3.b. Deliverable 36, Task 9 is deleted in its entirety and replaced with the following:

Goods or Services Descriptions	Compensable Amount	Hold Back Amount	Total Amount
Deliverable 36: Operations and Maintenance/System Application Hosting, as detailed in Task 9	\$105,890/month (up to 24 months) 100%	Not Applicable – See Section C.3.d.	\$105,890

7. Contract section D.2. is deleted in its entirety and replaced with the following:

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:

Program Contact:

Rahul Dodia, Clinical Application Coordinator, TNWIC PM
 Supplemental Nutrition Programs Division of Family Health and Wellness
 Tennessee Department of Health
 8th Floor, Andrew Johnson Tower
 710 James Robertson Parkway
 Nashville, Tennessee 37243
 Email Address: Rahul.Dodia@tn.gov
 Telephone #: (615) 840-0392
 FAX #: (615) 532-7189

Technical Contact:

Brandon Corbin, CIO
 Information Technology Services Division
 Tennessee Department of Health
 Andrew Johnson Tower
 710 James Robertson Parkway
 Nashville, Tennessee 37243
 Email Address: brandon.corbin@tn.gov
 Telephone #: (615) 253-5417/ Mobile: 615-513-2828

The Contractor:

H. Kevin Davis
 CQuest America, Inc.
 500 S. Ninth Street
 Springfield, IL 62701
 kdavis@cquest.us
 Telephone # 217-541-7387

With a copy to:

Robert M. Birndorf
 Law Offices of Robert M. Birndorf
 225 W. Washington Street, Suite 1600
 Chicago, IL 60606
 RBIRNDORF@cs.com
 (312) 407-6363

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

8. Contract Attachment 1, Section 8.1.2 shall be deleted in its entirety and replaced with the following:

8.1.2 Final System Documentation

Deliverable 35: Final System Documentation and Source Code
--

Upon completion of the contract and Amendment (Operation and Management) period, the MIS T&I Contractor shall provide to State for written approval, a final, updated version of all system documentation and user materials reflecting the current status and operations of the system, including but not be limited to source code, user and operational manuals and training materials, and functional and technical design documents electronically and hard copy as required for all document

The MIS T&I Contractor shall return to the State—any materials, forms or data sets developed during the course of the project effort.

9. Contract Attachment 1, Section 9 shall be deleted in its entirety and replaced with the following:

9.0. TASK 9 - EXTENDED WARRANTY, MAINTENANCE AND OPERATION PERIOD, SYSTEM APPLICATION HOSTING

The MIS T&I Contractor shall provide the following as subtasks to this task effort:

9.1. Extended Warranty Period Option

Deliverable 36: Operations and Maintenance Period/System Application Hosting

At the expiration of the one-year warranty period, an extended warranty period option may be exercised by the State. The MIS T&I Contractor must offer a yearly warranty on the system software for services similar to the initial one-year warranty. During the extended warranty period, the Contractor shall be responsible for correcting all errors in the system software. The MIS T&I Contractor and the State shall mutually agree upon the MIS T&I Contractor staff that shall be available as needed during the extended warranty period for repair or system enhancement purposes.

If any changes are made to the software application during this period, the MIS T&I Contractor must update the following items to reflect any and all changes:

- Comprehensive materials for use in system training;
- User and operational manuals; and,
- Functional and technical design documents.

During the extended warranty period, the MIS T&I Contractor shall regularly communicate with the TNWIC Help Desk to report the nature and type of problems identified. The MIS T&I Contractor must advise the State of any solutions that do not require programming fixes.

9.2. System Modification

During the extended warranty period, the State may request the MIS T&I Contractor to make enhancements to the existing system. The MIS T&I Contractor shall design, develop, test and implement these changes on a schedule mutually agreed upon with the State and shall adhere to the rates in Section C.3.c of the Pro Forma Contract. The MIS T&I Contractor must provide documented test results and updated system documentation prior to implementation of the change. Maintenance required to the system to meet the system and functional requirements approved prior to the one-year warranty shall adhere to the rates in Section C.3.c of the Pro Forma Contract.

9.3. System Application Hosting

Throughout the hosting period, the Contractor should provide hosting services such as but not limited to (i) configuration of TNWIC application, (ii) database maintenance and support, (iii) Provision of a Disaster Recovery back up site with real-time replication of data from primary site, (iv) Migrate all data to the Contractor environment(s) and test successful migration prior to end of the transition period, transition period will be defined based on both parties mutual agreement (v) All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral anti-hacker, and anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection, (vi) offer adequate performance to meet the business requirements with 99.9% of uptime, exclusive of regularly scheduled maintenance window,(vii) All hardware and software components of the Contractor hosting infrastructure

must be fully supported by their respective manufacturers at all times. Depreciated hardware and software must be upgraded by the Contractor as required by the hardware manufacturers and software providers, (viii) Apply all critical patches for operating systems, databases, web services, etc., within ten (10) days of release by their respective manufacturers. Perform monthly application of non-critical patches, (ix) Operate 24-hours a day, seven (7) days a week, 365 days a year with performance and security monitoring, (x) synchronize all data between the primary and backup centers on a real-time basis using database replication, (xi) Perform load testing on new releases utilizing the peak number of users, (xii) Configure the MIS application so that host response time for transactions is less than two (2) seconds for 99% of all transactions, and never more than five (5) seconds (xiii) Provide a Hosting Transition Plan that details tasks, testing, and go/no-go validation points for the transition of hosting from the State of Tennessee hosting services and, (xiv) Provide services and support during transition to the future contractor at the end of this contract. These services include but not limited to transition schedule sessions, risks matrix sessions, go/no-go validation points sessions, source code transfer, data migration, most current version of the user and operational manuals and training materials, and functional and technical design documents electronically and hard copy as required for all document.

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

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CQuest America, Inc., an Illinois not for profit corporation:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF HEALTH:

LISA PIERCEY, MD, MBA, FAAP, COMMISSIONER

DATE



CONTRACT

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

Begin Date July 17, 2017	End Date July 16, 2024	Agency Tracking # RFP 34353-14617	Edison Record ID 55478
Contractor Legal Entity Name CQuest America, Inc.			Edison Vendor ID 209841

Goods or Services Caption (one line only)
WIC MIS Services

Contractor <input checked="" type="checkbox"/> Contractor	CFDA # 10.578
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Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
18		\$1,798,575			\$1,798,575
19		\$590,000			\$590,000
20		\$306,000			\$306,000
21		\$425,000			\$425,000
22		\$425,000			\$425,000
23		\$425,000			\$425,000
24		\$425,000			\$425,000
TOTAL:		\$4,394,575			\$4,394,575

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: Not for Profit Corporation

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

Competitive Selection RFP

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) HL00017564	Account Code (optional) 70803000
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**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
CQUEST AMERICA, INC.**

This Contract, by and between the State of Tennessee, Department of Health ("State" or "TDH") and CQuest America, Inc., an Illinois not-for-profit corporation ("Contractor"), is for the provision of the Development and Implementation of Tennessee Women, Infants and Children (WIC) Management Information System (MIS) services, 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 an Illinois not-for-profit corporation.
Contractor Place of Incorporation or Organization: Springfield, IL
Contractor Edison Registration ID # 0000209841

A. SCOPE:

A.1. The Contractor shall provide all goods or services and Deliverables as required, described, and detailed below and in Attachment 1 ("Deliverables") and shall meet all service and delivery timelines as specified by this Contract. All capitalized terms shall be defined as set forth below and in Attachment 1.

A.2. 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 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.

A.3. Ownership/Rights/Licensure.

- a. State Ownership - All Deliverables and modifications, in whole and in part, shall be deemed works made for hire of the State for all purposes of copyright law, and copyright shall belong solely to the State. To the extent any work or Deliverable is deemed not to be, for any reason whatsoever, work made for hire, the Contractor agrees to assign and hereby assigns all rights, title and interest, including but not limited to copyright patent, trademark and trade secret, to such work and Deliverables, and all extensions and renewals thereof, to the State. The State shall own all right, title, and interest to the software and associated documentation, including all copyright, patent, trade secret, trademark and other intellectual property rights created by the contractor in connection with such work (in whatever form), that comprise the State's MIS System as designed, developed or installed in accordance with the terms of this Contract. The Contractor shall take all actions necessary and transfer ownership of the Deliverables to the State, including, without limitation, any custom software and associated documentation, including all copyright, patent, trade secret, trademark and other intellectual property rights, on formal acceptance of each Deliverable and following final payment for each Deliverable.
- b. Ownership of Preexisting Products - Contractor will retain all right, title and interest in and to all property developed by it, 1) for clients other than the State, and 2) for internal purposes and not yet delivered to any client, including all copyright, patent, trade secret, trademark and other intellectual property rights created by the Contractor in connection with such work prior to the Effective Date.
- c. Rights for Derivative Works - The Contractor shall grant to the State and the Contractor shall require any subcontractor contributing to any Deliverable to grant to the State a worldwide, non-exclusive, perpetual, irrevocable, fully paid up right and license to use, copy, modify and prepare derivative works based on custom Deliverables, such modifications thereof, and derivative works.
- d. Licensing - Contractor represents and warrants to the State that it has obtained all rights, grants, assignments, conveyances, licenses, permissions and authorizations necessary or incidental to use of all Deliverables by the State and/or transfer of ownership to the State of all Deliverables, including any materials owned by third parties supplied or specified by it for incorporation in the Deliverables.

A.4. Data Storage/Backups. The State will perform all backups and data storage in a physically secure location and with secure access controls to authorized personnel. Backup schedules will be maintained to ensure timely availability and integrity of data. All backup data containing Protected Health Information (PHI) and Personally Identifiable Information (PII) will be encrypted at all times (at rest and in transit).

A.5. VPN - Virtual Private Network. The State will provide a VPN to the Contractor for authorized users to connect to State resources from outside of the State's network as deemed necessary by the State.

A.6. Sanitization. To the extent applicable, the Contractor shall upon expiration or termination of the Contract, for any reason, securely return all data received/created by the State or received/created by the Contractor, subcontractor, or agents on behalf of the State, to the State point of contact using a method mutually agreed upon by both Parties at the time of termination. The Contractor will then destroy all data in accordance to the current NIST SP800-88 Sanitation guidelines and provide the

State with a "Letter of Destruction" within ten (10) business days after the destruction of data.

A.7. Security Measures.

Compliance with Enterprise Information Security Policies. The Contractor is required to meet all the security controls stated in the *Tennessee Enterprise Information Security Policies* (<https://www.tn.gov/finance/topic/sts-security-policies>) and conform to all applicable State and Federal laws regarding information security. As additional State and Federal Security and Regulatory requirements are imposed, the Contractor shall ensure that the environment content and applications are kept up to date with the emerging requirements.

A.8. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all 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.9. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

This Contract shall be effective on July 17, 2017 ("Effective Date") and extend for a period of eighty-four (84) 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.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed four million, three hundred ninety-four thousand, five hundred seventy-five (\$4,394,575) ("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:

Implementation Phase			
Goods or Services Description	Compensable Amount	Hold Back Amount	Total Amount (Sum of Compensable Amount and Holdback Amount)
Deliverable 1: Project Initiation Meeting and Memorandum, as detailed in Task 1.1., Attachment 1	\$ 22,500 / (one- time charge upon submission of memorandum – 90%	\$ 2,500 / (one- time charge upon meeting the requirements of Section C.3.d) – 10%	\$ 25,000
Deliverable 2: System Transfer, Modification and Testing Plan, as detailed in Task 1.2., Attachment 1	\$ 45,000 / (one- time charge upon written approval of plan – 90%	\$ 5,000 / (one- time charge upon meeting the requirements of Section C.3.d) – 10%	\$ 50,000
Deliverable 3: Final Work Plan and Schedule, as detailed in Task 1.3., Attachment 1	\$ 67,500 / (one- time charge upon written approval of State) – 90%	\$ 7,500 / (one- time charge upon meeting the requirements of Section C.3.d) – 10%	\$ 75,000
Deliverable 4: System Orientation Training, as detailed in Task 2.1., Attachment 1	\$ 22,500 / (one- time charge upon written approval of State) – 90%	\$ 2,500 / (one- time charge upon meeting the requirements of Section C.3.d) – 10%	\$ 25,000
Deliverable 5: System Design Sessions, as detailed in Task 2.2., Attachment 1	\$ 157,500 / (one- time charge upon written approval of State) – 90%	\$ 17,500 / (one- time charge upon meeting the requirements of Section C.3.d) – 10%	\$ 175,000

Deliverable 6: Updated Detailed Functional Design Document, as detailed in Task 2.3., Attachment 1	\$ 135,000 / (one-time charge upon written approval of State) – 90%	\$ 15,000 / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ 150,000
Deliverable 7: Updated Detailed Technical Specifications Document, as detailed in Task 2.4., Attachment 1	\$ 135,000 / (one-time charge upon written approval of State) – 90%	\$ 15,000 / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ 150,000
Deliverable 8: Implementation, Conversion, Training and Security Plans, as detailed in Task 2.5., Attachment 1	\$ 67,500 / (one-time charge upon written approval of 4 plans) – 90%	\$ 7,500 / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ 75,000
Deliverable 9: System Transfer Initiation Meeting Memorandum, as detailed in Task 3.1., Attachment 1	\$ 22,500 / (one-time charge upon written approval of State – 90%	\$ 2,500 / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ 25,000
Deliverable 10: System Transfer, Modification and Technical Testing, as detailed in Task 3.2.1., Attachment 1	\$ 22,500 / (one-time charge upon written approval of the final product – 90%	\$ 2,500 / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ 25,000
Deliverable 11: Readiness Certification for UAT/System Software, as detailed in Task 3.2.2., Attachment 1	\$ 315,000 / (one-time charge upon written approval of State – 90%	\$ 35,000 / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ 350,000
Deliverable 12 User Training Materials, as detailed in Task 3.3., Attachment 1	\$ 45,000 / (one-time charge upon written approval of State) – 90%	\$ 5,000 / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ 50,000
Deliverable 13: e-Learning Training Modules, as detailed in Task 3.3.2., Attachment 1	\$ 112,500 / (one-time charge upon written approval of State) – 90%	\$ 12,500 / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ 125,000
Deliverable 14: Installation/Operation of System Software, as detailed in Task 4.1., Attachment 1	\$ 22,500 / (one-time charge upon written verification of State) – 90%	\$ 2,500 / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ 25,000

Deliverable 15: User Training – UAT, as detailed in Task 4.2., Attachment 1	\$ 45,000 / (one-time charge upon written approval of State) – 90%	\$ 5,000 / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ 50,000
Deliverable 16: Data Conversion – UAT, as detailed in Task 4.3., Attachment 1	\$ 45,000 / (one-time charge upon written approval of State) – 90%	\$ 5,000 / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ 50,000
Deliverable 17: Acceptance Test Support, as detailed in Task 4.4., Attachment 1	\$ 45,000 / (one-time charge upon written approval of State) – 90%	\$ 5,000 / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ 50,000
Deliverable 18: Assessment of Tennessee Disaster Recovery Procedures/Disaster Plan, as detailed in Task 4.5., Attachment 1	\$ 22,500 / (one-time charge upon written approval of State) – 90%	\$ 2,500 / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ 25,000
Deliverable 19: Assessment and Certification of System Readiness for Pilot Implementation, as detailed in Task 4.6., Attachment 1	\$ 22,500 / (one-time charge upon written approval of State) – 90%	\$ 2,500 / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ 25,000
Deliverable 20: System Pilot Initiation Meeting and Memorandum, as detailed in Task 5.1., Attachment 1	\$ 22,500 / (one-time charge upon written approval of State) – 90%	\$ 2,500 / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ 25,000
Deliverable 21: Help Desk Training, as detailed in Task 5.2., Attachment 1	\$ 22,500 / (one-time charge upon written approval of State) – 90%	\$ 2,500 / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ 25,000
Deliverable 22: User Training - Pilot, as detailed in Task 5.3., Attachment 1	\$ 22,500 / (one-time charge upon written approval of State) – 90%	\$ 2,500 / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ 25,000
Deliverable 23: Installation of System Software – Pilot Test, as detailed in Task 5.4., Attachment 1	\$ 45,000 / (one-time charge upon written approval of State) – 90%	\$ 5,000 / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ 50,000

Deliverable 24: Data Conversion – Pilot, as detailed in Task 5.5., Attachment 1	\$ 45,000 / (one-time charge upon written approval of State) – 90%	\$ 5,000 / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ 50,000
Deliverable 25: System Pilot Support, as detailed in Task 5.6., Attachment 1	\$ 22,500 / (one-time charge upon written approval of State) – 90%	\$ 2,500 / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ 25,000
Deliverable 26: Regression Acceptance Test, as detailed in Task 5.7.1., Attachment 1	\$ 22,500 / (one-time charge upon written approval of State) – 90%	\$ 2,500 / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ 25,000
Deliverable 27: System Pilot Report and Rollout Readiness Certification, as detailed in Task 5.7.2., Attachment 1	\$ 22,500 / (one-time charge upon written approval of State) – 90%	\$ 2,500 / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ 25,000
Deliverable 28: System Rollout Initiation Meeting Memorandum, as detailed in Task 6.1., Attachment 1	\$ 22,500 / (one-time charge upon written approval of State) – 90%	\$ 2,500 / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ 25,000
Deliverable 29: Conduct Train-the-Trainer Training for Tennessee Staff, as detailed in Task 6.2.1. Attachment 1	\$ 45,000 / (one-time charge upon written approval of State) – 90%	\$ 5,000 / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ 50,000
Deliverable 30: User Training – Rollout, as detailed in Task 6.2.2., Attachment 1	\$ 22,500 / (one-time charge upon written approval of State) – 90%	\$ 2,500 / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ 25,000
Deliverable 31: Data Conversion – Rollout, as detailed in Task 6.2.3., Attachment 1	\$ 22,500 / (one-time charge upon written approval of State) – 90%	\$ 2,500 / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ 25,000

Deliverable 32: Post-Implementation Assessment and Problem Resolution, as detailed in Task 6.3., Attachment 1	\$ 22,500 / (one-time charge upon written approval of State) – 90%	\$ 2,500 / (one-time charge upon meeting the requirements of Section C.3.d) – 10%	\$ 25,000
Payment of Holdback – Total Hold Back Dollar to be Paid	\$ 1,732,500	(\$192,500)	\$ 1,925,000
Post Implementation Phase			
Deliverable 33: System Warranty, as detailed in Task 7.0., Attachment 1	\$ 340,000 / (one-time charge on the business day agreed upon by the State) – 100%	Not Applicable – See Section C.3.d.	\$ 340,000
Deliverable 34: System Maintenance, Support and System Transition Plan, as detailed in Task 8.1.1., Attachment 1	\$ 15,000 / (one-time charge upon written approval of State) – 100%	Not Applicable – See Section C.3.d	\$ 15,000
Deliverable 35: Final System Documentation and Source Code, as detailed in Task 8.1.2., Attachment 1	\$ 15,000 / (one-time charge) – 100%	Not Applicable – See Section C.3.d	\$ 15,000
Deliverable 36: Monthly maintenance beyond 1 st year Warranty Period, as detailed in Task	\$ 33,000 / month (up to 72 months) – 100%	Not Applicable – See Section C.3.d	\$ 33,000

- c. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.2., without a formal amendment of this Contract based upon the payment rates detailed in the schedule below and as agreed pursuant to Section A.2., PROVIDED THAT compensation to the Contractor for such “change order” work shall not exceed SEVEN PERCENT (7%) of the sum of milestone payment rates detailed in Section C.3.b., above (which is the total cost for the milestones and associated Deliverables set forth in Contract Sections A.1., through A.9., including Attachment 1). If, at any point during the Term, the State determines that the cost of necessary “change order” work would exceed the maximum amount, the State may amend this Contract to address the need.

Service Description	Amount (per compensable increment)
Change Order, as described in Section A.2.	\$ 115 per hour

- d. Holdback Clause. Ten percent (10%) of the cost of Deliverables 1 through 32 will be withheld until sixty calendar (60) days after full system implementation/completion of statewide rollout in all clinics, so long as during that sixty (60) day period no deficiencies in the system functional requirements, technical operation, system performance, mandatory response times, or reliability are identified. Should such an issue occur, the ten percent (10%) holdback shall be withheld until such time as no such issues arise for a period of sixty (60) days.
- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging, unless due to discretionary requests of the State beyond the scope of the RFP in accordance with the State’s travel policy.

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 upon acceptance of Deliverables by the State, and no later than thirty (30) days after goods or services have been provided to the following address:

Invoice Administrator
Division of Family Health and Wellness
Tennessee Department of Health
8th Floor, Andrew Johnson Tower
710 James Robertson Parkway
Nashville, Tennessee 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: TN Department of Health/ Division of Family Health and Wellness;
 - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (6) Contractor name;
 - (7) Contractor Tennessee Edison registration ID number;
 - (8) Contractor contact for invoice questions (name, phone, or email);
 - (9) Contractor remittance address;
 - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - (13) Amount due for each compensable unit of good or service; and
 - (14) Total amount due for the invoice period.

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

- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of

goods delivered, any part of the services provided, or as approval of any amount invoiced.

- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the 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:

Program Contact:

Margaret T. (Peggy) Lewis, Director
Supplemental Nutrition Programs Division
of Family Health and Wellness Tennessee
Department of Health
8th Floor, Andrew Johnson Tower
710 James Robertson Parkway
Nashville, Tennessee 37243
Email Address: Margaret.T.Lewis@tn.gov
Telephone #: (615) 741-7218
FAX #: (615) 532-7189

Technical Contact:

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

The Contractor:
H. Kevin Davis
CQuest America, Inc.
500 S. Ninth Street
Springfield, IL 62701
kdavis@cquest.us
Telephone # 217-541-7387

With a copy to:
Robert M. Birndorf
Law Offices of Robert M. Birndorf
225 W. Washington Street, Suite 1600
Chicago, IL 60606
RBIRNDORF@cs.com
(312) 407-6363

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 thirty (30) days 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 ninety (90) 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 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 2, 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, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any

other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

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

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

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

D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding security (collectively the "Security 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.
 - e. Contractor warrants to the State that it is familiar with the requirements of the Security Rules, and will comply with all applicable requirements in the course of this Contract.
 - f. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State security officials and other compliance officers required by the Security Rules, in the course of performance of the Contract so that both parties will be in compliance with the Security Rules.
 - g. The Contractor will implement appropriate safeguards to prevent unauthorized use or disclosure of the information, including implementing requirements of the Security Rules with regard to electronic protected health information.
- 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, disqualified, or presently fall under any of the prohibitions of sections a-d.

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 two (2) business days 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, including but not limited to the following:

1. Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.
2. The Clean Air Act, Section 306:
 - a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
 - b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42U.S.C. 7606]

3. The Clean Water Act:

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. (1) No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

(2) In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

4. The Anti-Lobbying Act: This Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

5. Americans with Disabilities Act: This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.

6. Drug Free Workplace Statement: The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.

b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

- c. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
 - d. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the Tennessee Department of Health WIC Program that abuse of this drug will also not be tolerated in the workplace.
 - e. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.
7. Debarment, suspension, and other responsibility matters: As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.
- a. The applicant certifies that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract 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;
 - (2) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (3) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
 - b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

The federal government reserves a royalty-free, non-exclusive, and irrevocable license ("Federal License") to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership. The federal government shall also receive a Federal License to all materials, the software and modifications thereof, and associated documentation designed, developed, or installed with Federally Funded Participation (FFP) under 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 Attachment 1 and Exhibits 1, 2, 3, and 4, Attachment 2, and Attachment 3;
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract, including, without limitation, TN WIC e-mail dated May 8, 2017 and Contractor's BAFO;
 - d. the State solicitation, as may be amended in RFP Amendments 1 through 5, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. 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 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 (umbrella liability insurance) in addition to the general requirements listed below. To achieve the required coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable (For example: If appropriate limits are two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) aggregate, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate written with an umbrella policy for one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate. If the deficient underlying policy is for coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area as well.

a. Commercial General Liability Insurance

- i. 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).
- ii. 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

- i. For Contractors statutorily required to carry worker's 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.
- ii. 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.

c. Automobile Liability Insurance

- i. The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- ii. The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

d. Professional Liability Insurance

- i. Professional liability insurance shall be written on an occurrence basis. This coverage may be written on a claims-made basis but must include an extended reporting period or "tail coverage" of at least two (2) years after the Term;
- ii. Any professional liability insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate; and
- iii. If the Contract involves the provision of services by medical professionals, a policy limit not less than two million (\$2,000,000) per claim and three million dollars (\$3,000,000) in the aggregate for medical malpractice insurance.

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. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et. seq.*, shall be printed pursuant to this Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103 (d).
- E.4. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.
- E.5. 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.6. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.
- E.7. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.8. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.
- E.9. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the

Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- E.10. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFP # 34353-14617 (Attachment 6.2. Section B.15.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the required form and substance.

- E.11. 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.12. 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. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that the Contractor, subcontractor(s) or agent(s) create, receive, maintain, or transmit on behalf of the State as required by the Security Rules. This data shall be protected against unauthorized access, disclosure or modification, theft, or destruction.

PHI and PII shall only be hosted on State servers hosted in the State's data centers. The Contractor shall use encryption that is in accordance with the Secretary of Health and Human Service's Guidance to Render Unsecured PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals available at <http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/brguidance.html> and consistent with NIST Special Publication 800-111 Guide to Storage Encryption, including the use of standards based encryption format using triple-DES (3DES), or the Advanced Encryption Standard (AES), or their successors.

Backups of PHI and PII information shall be only on State servers, hosted in the State's data centers and encrypted in accordance to secure methods as listed in NIST Special Publication 800-111 Guide to Storage Encryption. Backup schedules shall be maintained to ensure timely availability and integrity of data.

- E.13. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
 - (1) The Contractor shall report the names and total compensation of each of its five most

highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:

- i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

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

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

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

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

IN WITNESS WHEREOF,

CQuest America, Inc., an Illinois not-for-profit corporation:

CONTRACTOR SIGNATURE

DATE



07/02/2017

H. Kevin Davis, President & CEO (above)

DEPARTMENT OF HEALTH:



7/3/17

JOHN J. DREYZEHNER, MD, MPH, FACOEM, COMMISSIONER

DATE

ATTACHMENT 1

DETAILED SCOPE OF WORK

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Definitions:

- a. "Card" shall mean the Tennessee WIC EBT Card.
- b. "CPS": shall mean the Central Processing Site.
- c. "EBT" shall mean electronic benefits transfer, which is an electronic payment mechanism for payment by the State for WIC benefits through a processor.
- d. "EBT Contractor" shall mean the electronic benefits transfer contractor.
- e. "EPI" shall mean Electronic Public health Information System, the TDH's electronic health record system.
- f. "FFP" shall mean Federal Financial Participation, the portion or amount of allowable costs (up to 100 percent) that a Federal grantor agency provides through a grant, contract, or other agreement. Specifications shall be based upon a clear level of funding established through legislation or regulation. This is the net amount provided by the Federal participating agency.
- g. "FNS" shall mean the Food and Nutrition Service of the USDA that administers the WIC Program.
- h. "FRd" shall mean Functional Requirements Document of the USDA-FNS for a Model WIC System.
- i. "FTE" shall mean full time equivalent.
- j. "HL7" shall mean "Health Level Seven International" a not-for-profit, ANSI-accredited standards developing organization that is dedicated to providing a framework and related standards for the exchange, integration, sharing, and retrieval of electronic health information. HL7 standards are used for the transfer of clinical and administrative data between software applications used by various healthcare providers.
- k. "IT" shall mean Information Technology.
- l. "Level 1 Help Desk" shall mean an individual who filters calls from clinic staff, identifies the underlying issue, and provides basic support and troubleshooting.
- m. "Level 2 Help Desk" shall mean an individual who investigates elevated issues by confirms and solves the elevated issue.
- n. "Master Person/Patient Index" shall mean the index of TDH systems where a person has patient data.
- o. "MIS" shall mean the Management Information System for WIC.
- p. "PTBMIS" shall mean the current MIS for the State, the Patient Tracking and Billing Management Information System.
- q. "Patient Scheduling System" shall mean the module of the PTBMIS or new TNWIC that allows for scheduling patients.
- r. "PAN" shall mean Primary Account Number.
- s. "PHI" shall have the same definition as provided at 45 C.F.R. 160.103.
- t. "PMSC" shall mean the Project Management Services Contractor.
- u. "QA Contractor" shall mean the Quality Assurance Contractor.
- v. "SDLC" shall mean the System Development Life Cycle.
- w. "System Recipients" shall mean individuals and organizations that service or are serviced by the TNWIC.
- x. "Task Plan" shall mean the services described in the General Requirements section of this attachment.
- y. "TennIIS" shall mean the Tennessee Immunization Information System or immunization registry.
- z. "TDH" shall mean the Tennessee Department of Health.

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- aa. "TNWIC" shall mean the transferred Tennessee WIC MIS which will be hosted by the State.
- bb. "TNWIC Advisory Council" shall mean the senior members of the TDH who bear the responsibility for the TNWIC project.
- cc. "TNWIC Project Manager" shall mean the individual who leads the TNWIC project for the TDH.
- dd. "USDA" shall mean United States Department of Agriculture, the federal executive department responsible for developing and executing federal laws related to WIC under FNS.
- ee. "UAT" shall mean User Acceptance Testing in which an application is tested, usually by or in conjunction with users, to ensure that the application is functioning according to specifications and defined requirements and is acceptable to the TDH.
- ff. "VistA" shall mean the Medical Records System component of EPI.
- gg. "VPN" shall mean a Virtual Private Network, a virtual network built on top of existing physical networks that can provide a secure communications mechanism for data and control information transmitted between networks.
- hh. "WIC" shall mean the Special Supplemental Nutrition Program for Women, Infants and Children, at 42 U.S.C. § 1786.
- ii. "WHIPS" shall mean WIC Highly Involved Proficient Staff– who are selected regional and clinic staff who will become super users during the implementation of TNWIC.

General Requirements:

The Contractor shall submit to the State documents and plans in the following Task Plan in draft and final form, using the State's current standard Microsoft Office formats. The Contractor shall submit drafts and subsequent revisions with all changes tracked. The Contractor shall submit all Deliverables to the PMSC and to the TNWIC Project Manager and will post all Deliverables on a dedicated project website determined by the State. The State will determine if the documents and plans have met the State's requirements.

The Contractor shall provide all Deliverables as found in the following Task Plan, detailed in Attachment 1 and outlined as follows:

Task 1 – Project Initiation, Planning and Management

- 1.1 Project Initiation Meeting and Memorandum.
- 1.2 System Transfer, Modification and Testing Plan.
- 1.3 Final Work Plan and Schedule.

Task 2 – System Design

- 2.1 System Orientation Training.
- 2.2 System Design Sessions.
- 2.3 Detailed Functional Design Document (DFDD).
- 2.4 Detailed Technical Specifications Document (DTSD).
- 2.5 Implementation, Conversion, Training and Security Plans.

Task 3 – System Transfer, Modification and Technical Testing

- 3.1 System Transfer Initiation/System Transfer, Modification and Testing Plan.
- 3.2 System Transfer, Modification and Technical Testing.
- 3.3 Operational Planning, Documentation and Training Materials.

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Task 4 – User Acceptance Test (UAT)

- 4.1 System Installation.
- 4.2 System Training.
- 4.3 System Operations Support/Data Conversion.
- 4.4 Support UAT and System Revision.
- 4.5 Assessment of Tennessee Disaster Recovery Procedures/Disaster Plan.
- 4.6 Assessment and Readiness for Pilot.

Task 5 – Pilot Test

- 5.1 System Pilot Initiation Meeting and Memorandum.
- 5.2 Help Desk Training.
- 5.3 Pilot Agency (State Office and Clinic) Training.
- 5.4 Installation of System Software – Pilot Test.
- 5.5 Data Conversion.
- 5.6 System Pilot Test
- 5.7 Evaluate Pilot, Modify and Retest System.

Task 6 – Rollout

- 6.1 System Rollout Initiation Meeting.
- 6.2 User Training, Conversion and Implementation.
- 6.3 Post Implementation Problem Resolution and Checkpoint.
- 6.4 System Documentation Update.

Task 7 – Initial Warranty Period

- 7.1 TN State's Operation and Maintenance Staff Training and Mentoring.
- 7.2 One Year Warranty Period.
- 7.3 System Problem Reporting.
- 7.4 System Modification.

Task 8 – Project Closure and Transition

- 8.1 Final System Documentation, Forms, Source Code, Data and Other Materials.
- 8.2 Contract Closure.

Task 9 – Extended Warranty, Maintenance and Operation Period

- 9.1 Extended Warranty Period Option.
- 9.2 System Modification.

The Contractor will submit to the State, within ten (10) business days of the Effective Date of the Contract, a list of key personnel assigned to and responsible for each Task and Subtask. Should a change in key personnel be made during the term of the Contract, the Contractor shall present the replacement to the State who will have the right to refuse the replacement.

ATTACHMENT 1

1.0. TASK 1 – PROJECT INITIATION, PLANNING AND MANAGEMENT

Deliverable 1: Project Initiation Meeting and Memorandum

The MIS T&I Contractor shall provide for the conduct of a project initiation meeting, prepare the plans that will guide and track the project's progress and initiate project status reporting.

The following subtasks have been identified as necessary to this phase effort:

1.1. Project Initiation Meeting and Memorandum

No later than two (2) weeks after the Contract Effective Date, the MIS T&I Contractor must attend a two (2) to three (3) day project initiation meeting at the WIC central office. The MIS T&I Contractor's project manager and other key Contractor staff as deemed necessary by the TNWIC Advisory Council, the Project Management Services Contractor (PMSC), the EBT Contractor and the Quality Assurance (QA) Contractor, must participate in the meeting. The MIS T&I Contractor shall review the work plan, schedule, and Deliverables, and discuss the management of change orders. Within five (5) working days of the meeting, the MIS T&I Contractor must deliver to the State for written approval, a technical memorandum documenting a summary of all decisions, agreements, understandings, and contingencies arising from the project initiation meeting. Any revisions to the project objectives, timeline or scope in the technical memorandum must be approved in writing by the State.

1.2. System Transfer, Modification and Testing Plan

Deliverable 2: System Transfer, Modification and Testing Plan

Within one (1) week, the MIS T&I Contractor must deliver to the State for written approval, a comprehensive system transfer and modification plan, describing in detail, its approach to the transfer, modification/potential development and implementation of the new TNWIC system. The plan must include a description of the structured system life cycle development methodology to be employed throughout the project. Subjects to be covered include the system transfer and modification process; the methods for maintaining requirements traceability throughout the development process; types and conduct of test activities, and the change control and configuration management processes.

The MIS T&I Contractor must include a discussion of the Contractor's approach to quality control, dispute resolution process, and security and must reflect the results of discussions with the State staff regarding the final design of the system.

The change control and configuration management portion of the plan shall detail the Contractor's approach to version control and should include, at a minimum:

- How the Contractor will assign identification numbers to releases of the system (e.g., *version#.build#*, where *version#* = the number of the latest entire system release and *build#* = the number of the latest release containing a single or a few module updates);
- How the Contractor will check out/check in of system modules inclusive of automated support and control;

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- How releases of the system will be archived (e.g., each new version will be archived, as will each build since the last archive);
- Procedures to ensure that only one (1) release of the system is being system tested (either internally or in UAT) at any given time; and,
- Procedures to ensure that only one (1) release of the system is operational at any time in all installations during pilot, roll out and operations.

1.3. Final Work Plan and Schedule

Deliverable 3: Final Work Plan and Schedule

Within two (2) weeks, the MIS T&I Contractor must provide to the State for written approval, as a component of the final work plan, a comprehensive schedule for the project in both standard calendar and Gantt chart format for Tennessee's review and approval. The MIS T&I Contractor shall provide the schedule in an automated project management package such as Microsoft Project and also submit it in Adobe Acrobat and include the ability to calculate and display the critical path at any point in the project.

The schedule must incorporate all MIS T&I Contractor requirements (Deliverables and milestones) and Tennessee requirements such as review periods for Deliverables, schedule of staff participation in system review/design sessions, design document (DFDD) walkthroughs, user acceptance testing, training sessions, pilot testing, rollout, and transition and closure. The MIS T&I Contractor shall present this Deliverable in the form of a draft version for review and a final version for approval by the State.

The MIS T&I Contractor must incorporate in the final work plan any changes from the plan submitted with the Contractor's proposal that were discussed and agreed to during the project initiation meeting. The final work plan must be maintained throughout the life of the project and must be updated as necessary to reflect the accurate status of the project. (For example, the dates of the modification and testing tasks will be known accurately only when the system modification design phase is completed, so the work plan must be updated at that point.) The MIS T&I Contractor must also update the plan as needed when tasks are completed. The MIS T&I Contractor's final work plan and schedule shall be combined with the EBT implementation Contractor's final work plan and the QA master work plan by the PMSC to generate an Integrated Master Schedule (IMS) for the Tennessee system transfer, modification, and project implementation effort.

2.0. TASK 2 – SYSTEM DESIGN

The MIS T&I Contractor must lead and facilitate the conduct of system modification design sessions, update the system functional and technical documentation, and prepare the detailed plans for system implementation, data conversion, user training, and maintenance of system security. This project task ends with formal acceptance of the MIS T&I Contractor's plans and design documentation by the State.

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The MIS T&I Contractor shall provide for System Orientation Training, as detailed below, as a subtask of Task 2.0 - System Design.

2.1. System Orientation Training

Deliverable 4: System Orientation Training

Tennessee has developed a team of local agency and State Agency “super-users” (known as WHIPS) who will be utilized to assist the MIS T&I Contractor in the conduct of training and will provide support to the clinics as they go live with the new MIS. The WHIPS were drawn from the State and clinic staff who have participated in the design sessions leading to the development of the Tennessee WIC Functional Requirements Traceability Matrix (Exhibit 4). To prepare the super user group, the MIS T&I Contractor must conduct an in-person system orientation training for the group prior to initiation of detailed design sessions. The MIS T&I Contractor must address all system operations and must provide the same training plan, materials and approach that will be employed for future activities, including UAT, pilot and rollout. The WHIPS will then be able to approach the detailed design of the system with an understanding of the transfer system functionality and operation. The MIS T&I Contractor shall provide five (5) business days of in-person training for State designated WHIPS. The training shall take place at a time and central location determined by the State. This Deliverable will be considered complete after the State provides written approval that the training was completed and acceptable.

2.2. System Design Sessions

Deliverable 5: System Design (JAD) Sessions

The MIS T&I Contractor must be onsite to conduct a review of the proposed transfer system’s functionality in comparison to the Tennessee requested enhancements and modifications to identify required revisions to the system. To develop a detailed design of the modifications, the MIS T&I Contractor must conduct joint application design (JAD) sessions for the definition of the required new system functionality. The MIS T&I Contractor must include a review of all system functionality by area and must focus on the desired modifications. The JAD sessions must be held with the PMSC and the QA Contractor and appropriate staff from Tennessee and its clinics, as selected by the Tennessee WIC Program. Primary contributors to the JAD sessions are expected to be the TNWIC WHIPS. In the system review/JAD sessions, the MIS T&I Contractor must discuss the—existing system utilizing both the application and system documentation and confirm the details of requested modifications or enhancement for the new WIC system, including screens, processing, and outputs of each functional area of the system (e.g., certification or vendor management). The MIS T&I Contractor shall utilize the USDA Functional Requirements Document (FReD) for the system being transferred as the baseline for review and definition of system functionality. The MIS T&I Contractor must conduct the JAD sessions early enough in the project process to ensure incorporation of all decisions made during the reviews into the DFDD. While revised sections of the DFDD may be presented for consideration during the JAD sessions, the MIS T&I Contractor shall not submit the final, updated DFDD until all JAD sessions have been successfully concluded, and all design decisions and specifications have been incorporated in the document.

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The State will provide for three (3) weeks of JAD sessions early in the project effort, estimated to require fifteen (15) business days as defined by the State of Tennessee, i.e. 7.5 hours per business day. The MIS T&I Contractor and the State shall mutually agree upon a suitable schedule and sufficient duration for these JAD sessions and the locations. The MIS T&I Contractor shall provide for sufficient JAD sessions to address all needs. The MIS T&I Contractor shall conduct the JAD sessions by functional area of the system (e.g., clinic services, appointment scheduling, vendor management, etc.). The MIS T&I Contractor must lead these sessions and must bear responsibility for tracking and recording all design decisions. The MIS T&I Contractor shall provide a lead program analyst to direct each session and a junior staff member to record all discussions and decisions. The MIS T&I Contractor must suggest a suitable schedule for these activities potentially inclusive of concurrent JAD sessions for different functional areas of the system in order to expedite the design activity. If there are no modifications being made to one or any of the functional areas of the MIS T&I Contractor's baseline MIS that they are transferring to the State, the scheduled JAD session will serve as an opportunity to review the system functionality of that area of the MIS.

This Deliverable will be considered complete once the MIS T&I Contractor has completed the JAD sessions and the State has given written approval of the planned modifications.

2.3. Detailed Functional Design Document (DFDD)

Deliverable 6: Detailed Functional Design Document (DFDD)

Within two (2) weeks, following completion of the design sessions, the MIS T&I Contractor must deliver to the State for written approval, an updated Detailed Functional Design Document (DFDD) comprehensively describing the functional requirements of the system and highlighting the new design specifications added to the document to describe the State modifications. All revisions to the existing DFDD must adhere to the form and content standards of the current document. This Deliverable is to be presented in the form of a draft version for review and a final version for written approval by the State. The MIS T&I Contractor shall provide that the draft submission be accompanied by a formal walk-through of the revisions to the document with designated State staff, the PMSC, and the QA Contractor allowing an appropriate review period, which shall be twenty (20) working days for the draft and ten (10) working days for the final. The review period must be extended if the level of modifications and enhancements to the system requested by the State is deemed extensive by the State.

As part of the DFDD, the MIS T&I Contractor must prepare a requirements traceability matrix that relates each requirement in the Tennessee WIC Functional Requirements Traceability Matrix (Exhibit 4) to the section(s) in the DFDD where the requirement is addressed. During the system functionality review, additional necessary modifications may be identified by the State; therefore, the modifications are not limited to this matrix. The contractor must provide a "crosswalk" to this matrix. The MIS T&I Contractor must maintain this matrix throughout the course of the project and must identify where each original requirement is realized in the final application.

The MIS T&I Contractor must keep the updated DFDD, once formally accepted by the State, current and maintained in accordance with configuration management standards throughout the life of the contract as it will form the basis for the modifications and enhancements to the system.

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Written approval of the DFDD by the State will be required before system development activities in Task 3 may begin.

2.4. Detailed Technical Specifications Document (DTSD)

Deliverable 7: Detailed Technical Specifications Document (DTSD)

Pursuant to the development of this Deliverable, the MIS T&I Contractor must conduct a technical specification workgroup session with designated State project management and technical staff, the PMSC, and the QA Contractor to ensure that the appropriate staff understands the presentation and organization of the technical specification documents prior to reviewing them. Prior to beginning modifications for the State, the MIS T&I contractor shall provide the DTSD and all internal specifications for the system they are proposing.

Within two (2) weeks after the technical specification session, the MIS T&I Contractor must deliver to the State for written approval, an updated Detailed Technical Specifications Document(s) (DTSD), reflecting the final requirements for system configuration and operation. In this document, the MIS T&I Contractor shall describe all internal specifications of the transfer system in detail. All revisions to the existing DTSD must adhere to the form and content standards of the current document. This Deliverable is to be presented as a draft version for review and a final version for approval by the State. The MIS T&I Contractor shall provide that the draft submission be accompanied by a formal walk-through of the revisions to the document with designated State staff, the PMSC, and the QA Contractor allowing an appropriate review period which shall be twenty (20) working days for the draft and ten (10) working days for the final. The review period must be extended if the level of modifications and enhancements to the system requested by the State is deemed extensive by the State.

The final DTSD, once formally approved in writing by the State, shall join together with the approved DFDD to constitute the complete system definition for the new TNWIC MIS system. The DFDD and the DTSD together shall constitute the agreement between the State and the MIS T&I Contractor regarding the functionality and operation of the new system. Final written approval of the DTSD by the State will be required before the beginning of system development. The MIS T&I Contractor shall use the DFDD and the DTSD as documentation during system development and shall be the basis for the development of the User Acceptance Test (UAT).

2.5. Implementation, Conversion, and Training

Deliverable 8: Pilot, Implementation, Conversion, and Training

For the remaining aspects of system development, the MIS T&I Contractor must deliver a series of written plans which shall detail its approach to the pilot test, system implementation, data conversion, training, and security. Each of these plans must be delivered to the State and each requires written approval by the State.

The written plans must detail, in Gantt format, the portion of the overall project schedule (brought up to date as of submission of the Deliverable) that includes all tasks subsequent to system development by the MIS T&I Contractor, Contractor milestones, and State tasks (e.g., developing new policies and procedures) and checkpoints. Alternatively, the Deliverable may refer to the overall project schedule if all tasks are included and the overall schedule is up to date. The written plans shall include a detailed description of each task within five areas: pilot,

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implementation, conversion, training, and security. The plans must encompass the MIS T&I Contractor's approach for the following: 1) a Pilot test plan, 2) a draft State implementation schedule, 3) conversion and testing of converted data, 4) state office, clinic and operations staff training and 5) the means by which security will be maintained in the new TNWIC MIS. The MIS T&I Contractor must present each of the four (4) plans in the form of a draft version for review and a final version for approval by the State. The conversion, and training, shall include the following details as delineated below:

Conversion Plan: The MIS T&I Contractor must provide a field-by-field mapping (including how the values will be converted) from the legacy system in Tennessee to the new system, detailing:

- Any assumptions or proposed calculations involved in the conversion;
- Default values for required fields that do not exist in the legacy system or a method to allow for missing data until all participants are in the new system;
- Methods for handling anomalies in the data between the systems (data elements with incompatible length and/or type between the systems, or data elements with stricter edit requirements in the new system that fail those edits in the old); and,
- How data elements that have been assigned default values by the automated conversion procedures will be populated with actual data once automated conversion is complete for a site.

In the Conversion Plan, the MIS T&I Contractor must detail any data "clean up" procedures in the individual clinics that can effectively improve the conversion effort. The Conversion Plan must take into account possible exceptions to full conversion of the databases. The MIS T&I Contractor shall detail here exception reports that will be produced by the conversion programs and provide for a fully auditable conversion of data files. The MIS T&I Contractor must, in the Conversion Plan, comprehensively address all State WIC data, inclusive of the vendor, financial, schedule, clinic and client data in the legacy and describe how each type of data will be converted. The MIS T&I Contractor must justify any existing data that may not be converted for use in the new system.

Training Plan: In the Training Plan, the MIS T&I Contractor must:

- describe the types of training and the audiences for each,
- provide a description of training materials and training methodology,
- include a detailed list of topics to be covered for each type of training,
- and describe the methodology for evaluation of training effectiveness.

The MIS T&I Contractor must provide, at a minimum, clinic user training, regional office user training, state office user training, central system operator training, and "train the trainer" training as delineated throughout this document. The MIS T&I Contractor must incorporate changes to WIC policies and procedures into state and local user training by consultation with State WIC staff. The MIS T&I Contractor must indicate in the Training Plan the overall schedule including the number of days and preliminary agendas for the trainings. The MIS T&I Contractor must provide an overview of tools and materials to be

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employed in the trainings including workbooks, handouts, evaluative materials, and any training systems to be utilized. The MIS T&I Contractor must identify the proposed training staff in its written Training Plan.

3.0. TASK 3 - SYSTEM TRANSFER, MODIFICATION AND TECHNICAL TESTING

In this task, the MIS T&I Contractor shall conduct the system modification/potential development and comprehensive technical testing of the modifications to the application. The MIS T&I Contractor shall not initiate this activity until the State provides written approval of the system functional and technical design documents. This project phase ends with a MIS T&I Contractor demonstration of error-free system operation and system certification of readiness for UAT.

The MIS T&I Contractor shall provide the following as a subtask to Task 3.0.:

3.1. System Transfer, Initiation/System Transfer, Modification and Testing Plan

Deliverable 9: System Transfer Initiation Meeting Memorandum
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Upon written approval of the system design documentation by the State, the MIS T&I Contractor shall convene a development and testing phase initiation meeting to be attended by designated State staff, the EBT implementation Contractor, the PMSC, and the QA Contractor. The MIS T&I Contractor shall review plans and schedule for system development and testing and highlight Tennessee and QA activities during the project phase. Prior to the meeting, the MIS T&I Contractor shall prepare and deliver to the State for its written approval, a development and technical testing plan, which will serve as the basis for the meeting presentation. Within five (5) working days after the meeting, the MIS T&I Contractor shall provide a technical memorandum documenting all agreements, understandings and contingencies resulting from the system development initiation meeting.

3.2. System Transfer, Modification and Technical Testing

3.2.1. System Transfer, Modification and Technical Testing

Deliverable 10: System Transfer, Modification and Technical Testing

This task includes the modification/potential development and testing of the transferred and modified WIC system. Based on the specifications developed during the design sessions and documented in the updated DFDD and DTSD, the MIS T&I Contractor must modify the system to meet the new functional requirements and conduct thorough technical testing of the system prior to presentation for User Acceptance Testing.

The MIS T&I Contractor shall formally advise the State that the system is ready for UAT when development and internal testing is finished and a thorough system qualification test of all system functionality has been performed with zero errors. The MIS T&I Contractor shall assure that this advisement includes the conversion routines for converting records from the legacy system, as this system functionality will also be tested during the UAT. The MIS T&I Contractor shall provide for generating the test data and test cases to be used for its own system qualification test.

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The transfer system shall meet the requirements in the FNS-USDA FReD as well as those detailed below:

- a. The Contractor shall provide services for the transfer, modification, configuration, interface testing, and implementation the TNWIC. The Contractor shall provide a Tennessee WIC MIS that employs modern web technology, standard WIC elements, open system architecture, modular components, operate with EBT, and fully interoperate with the State's EPI system, using HL7 standards. The State shall provide Contractor with access to applicable State systems necessary for Contractor to perform its obligations under the Contract. Contractor shall comply with the State's security requirements as set forth in this Contract when accessing State systems. Contractor may develop Deliverables at any geographic location, but all access to any State systems shall only be from locations in the United States. All data, whether from the State or arising from Contractor's performance of this Contract, shall only be stored in the United States. The Contractor shall ensure that the Tennessee WIC MIS complies with FNS laws and regulations and with the most recent version of the FReD found on the FNS website, subject to change, as well as all other policies and guidance found at:
 - <http://www.fns.usda.gov/wic/wic-laws-and-regulations>
 - <http://www.fns.usda.gov/wic/wic-electronic-benefits-transfer-ebt>
- b. The Contractor shall provide the State with a MIS that is interoperable using the HL7 version specified by the State with the following major data exchanges:
 - i. PTBMIS or a successor Practice Management System which provides patient registration, including financial and eligibility information, until replacement systems for these features are identified;
 - ii. Master Person/Patient Index;
 - iii. VistA or a non-VistA medical records system deployed by one or more regions of the State;
 - iv. TennIIS; and
 - v. Patient Scheduling, which shall be supplied with basic interoperability functions for WIC and other systems.

The Contractor shall include in the MIS the capability to export data to be used by other systems, including an interface with the EBT processor and the USDA/FNS minimum data set and shall provide that appointment data can be passed from the MIS to an auto-dialer system for telephone, text, or email notifications.

At this time, Knox County does not plan to interoperate with EPI, and will need the ability to enter WIC information directly into the TNWIC MIS without using the interoperability mentioned above. Therefore, the Contractor shall ensure that the Tennessee WIC MIS system has functionality to allow end users to enter data directly into the Tennessee WIC MIS.

- c. The Contractor shall ensure that the TNWIC is EBT operational and interfaces with the EBT Contractor under the specifications of the USDA WIC Universal Interface guidelines. The TNWIC system shall:

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- i. pass demographic and benefit data to the EBT system, which will maintain WIC household EBT accounts, maintain Card information, acquire and validate WIC redemption transactions from the WIC vendors, process payments to the WIC vendors, and supply the WIC MIS with redemption data for reporting and reconciliation; and
 - ii. encompass data and system features to include identification of Head of Household/ Primary Card Holder, PAN capture, record Card replacement, foster child identification, family demographics and income, food packages by category/subcategory/unit of measure, historical record of food packages issued, and PAN linkage to food package issuance.
- d. The Contractor shall provide the Tennessee WIC MIS with functionality that will allow it to:
 - i. function as a new scheduler for Tennessee's EPI system, which shall include the ability to structure appointments by program and sub-program and type of appointment, and to assign appointments to an individual provider or type of provider, accommodating approximately four hundred thirteen (413) appointment types for twelve (12) programs and one hundred ninety-five (195) sub-programs;
 - ii. Should the Contractor's WIC MIS scheduling module, as described above, not be selected to be the scheduler for Tennessee's EPI system, the Contractor shall provide a bi-directional interface between this major WIC module and PTBMIS/EPI for appointment scheduling.
- e. The Contractor shall provide a Tennessee WIC MIS that complies with the FReD and supports multiple locations from CPS, the State Agency, State Regional offices, and WIC clinics. The Contractor shall ensure that:
 - i. the clinic application contains business rules to support clinic level operations (appointment scheduling, participant certification, food benefit issuance, documentation of nutrition education, food package changes, mid-certification updates and edits, participant transfers, and reporting);
 - ii. the Regional office application contains vendor management functionality; and
 - iii. the State Agency application contains functions for statewide reporting, vendor management, financial management, to include communications with the host processor for EBT, food instrument reconciliation, program integrity, and dual participation oversight.
- f. The Contractor shall update its system documentation replacing all references with a reference to the Tennessee WIC MIS and allowing that any functionality added, modified, or deleted from the base transfer application be so noted in all documents. The Contractor will revise all existing training materials and/or user manuals to reflect system modifications made for the Tennessee WIC MIS.

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The MIS T&I Contractor must develop the new TNWIC MIS using a structured system life cycle development methodology that includes the following types of test activities:

Unit/Module Test

The MIS T&I Contractor shall use the unit/module test to validate that an individual program module or script functions correctly. The test validates the module's logic, adherence to functional requirements and adherence to technical specifications. Each unit/module test must execute every source statement and each conditional branch in the module. Unit/module tests are usually conducted by the programmer who writes the module. Test results are recorded in the software development folder for that module. The MIS T&I Contractor must conduct unit/module tests for any system module that has been modified.

Subsystem Integration Test

The MIS T&I Contractor shall perform a subsystem integration test to examine subsystems that are made up of integrated groupings of software modules. The MIS T&I Contractor must conduct subsystem integration testing in the development environment for any system that has been modified. It is the first level of testing where problem reports are generated, classified by severity, and the resolution monitored and reported. The MIS T&I Contractor shall, if needed, run subsystem integration testing several times for each subsystem and shall consider it complete only when the test has run with zero errors.

System Qualification Test

The MIS T&I Contractor shall provide an independent test group within its organization to test the entire system when coding and testing of all system modules and subsystems has been completed. The MIS T&I Contractor's system qualification tests shall determine whether the system complies with standards, satisfies functional, technical, and operational requirements, and confirms that both individual system modules and the entire system perform in accordance with the functional requirements and technical specifications. During this test period, the MIS T&I Contractor must check system documents and training manuals for accuracy, validity, completeness and usability. The MIS T&I Contractor shall ensure, during this test, that the software performance, response time, and ability of the system to operate under stressed conditions and maximum load are tested. The MIS T&I Contractor must at the same time test external system interfaces and the ability of the system to correctly process data converted from legacy systems. The MIS T&I Contractor shall document all findings during the test and compile a system qualification test analysis report for delivery to the State. As with the integration subsystem test, the MIS T&I Contractor may need to run subsystem integration testing several times, and shall deem it complete when the test has run with zero errors.

Regression Testing

The MIS T&I Contractor must perform regression testing to re-test a system component (unit, module, or subsystem) following any modification and verify that the problem was corrected without adverse side effects and to ensure the component still complies with its requirements. Regression testing also refers to rerunning the entire system qualification test after errors have been corrected. The MIS T&I Contractor shall perform regression testing to ensure that unanticipated errors have not been introduced elsewhere in the system by another error correction activity.

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Periodic Reviews

During the System Development and Technical Testing task, the MIS T&I Contractor must schedule periodic reviews for the State's review and written approval of the final product prior to UAT. The MIS T&I Contractor shall measure overall progress, status, and work products (screens, reports, etc.) and allow the State to see the product of system modifications prior to the submission of the system for UAT. The MIS T&I Contractor must provide an opportunity to clarify and correct any modifications made to the system that do not correctly address the intended functional modification. The MIS T&I Contractor shall provide prototype reviews and demonstrations for each system modification as they become available.

3.2.2. Readiness Certification for UAT

Deliverable 11: Readiness Certification for UAT/System Software

When the system meets the functional requirements and technical specifications, the MIS T&I Contractor must provide the State with a written certification that the system is ready for User Acceptance Testing (UAT). The certification must include detailed information on all errors identified during migration testing and their remedies. The certification must verify that the MIS T&I Contractor staff are able to conduct full system testing from start to finish with no identified outstanding errors. The MIS T&I Contractor shall provide this certification only after it has determined that the system has passed all tests with no known errors.

In order to demonstrate the system readiness for UAT, the MIS T&I Contractor must perform a key function system walkthrough onsite with the TNWIC Project Manager and other agency staff. In this demonstration, the MIS T&I Contractor must prove that the system can perform the following functions, at a minimum, with zero errors:

- Establish clinic calendar, schedule various types of appointments, mark appointments as kept or missed, demonstrate appointment lookups and changes, and produce appointment related reports;
- Create security/user roles;
- Perform certification (including assigning automated risk factors and appropriate category);
- Issue EBT benefits;
- Transfer between clinics;
- Authorize a new Vendor;
- Redeem food benefits;
- End-of-day/month processing;
- System Administration;
- Print Participation, Schedule, Vendor, and Financial Reports;

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- Print food benefit Reconciliation Report; and,
- Demonstrate system response times in adherence with Contract requirements.

The MIS T&I Contractor must provide fully developed system source code and executable code for the local and state office applications to be operated at the central processing site in support of UAT - as well as any required software application packages for the operation of the Help Desk. The software must conform to all functional and technical specifications mutually agreed to by the MIS T&I Contractor and the State during the project and be thoroughly tested prior to delivery to the State for UAT. The MIS T&I Contractor must provide the source code and executable code to the State for independent testing two (2) weeks prior to UAT.

Upon written approval from the State, the MIS T&I Contractor shall proceed with UAT when the State determines there are no errors (other than cosmetic errors) during the demonstration.

3.3. Operational Planning, Documentation and Training Materials

Deliverable 12: User Training Materials

The MIS T&I Contractor shall submit to the State, training materials, operations manuals and the help desk plan Deliverables in draft form for review and written approval by the State. Final products must be submitted within one (1) week of receipt of the State's comments and in appropriate quantities for implementation and system operation purposes. The MIS T&I Contractor must provide any additional documentation, such as equipment manuals and COTS (Commercial off the Shelf) applications user manuals at this time.

3.3.1. Training Materials

The MIS T&I Contractor must prepare and submit comprehensive User Training materials for all levels of system training: state agency, clinic, help desk, and data center operations. The MIS T&I Contractor may draw these materials from the existing transfer system's training materials but must update and revise them to address Tennessee-specific functionality and business practices. The MIS T&I Contractor shall provide training that addresses all aspects of system use and all security considerations and must offer materials that may be used by clinic, regional and state office WIC staff for system training after the conclusion of the implementation phase of the project.

The MIS T&I Contractor must develop and install a training/test area on the system servers for new employee training and enhancement testing. The MIS T&I Contractor may provide that the transfer system utilize on-line help instead of hard copy user manuals and, in such case, shall develop and distribute supportive materials as a complement to on-line help and user documentation.

3.3.2. e-Learning Training Modules

Deliverable 13 e-Learning Training Modules

The MIS T&I Contractor shall create and provide e-Learning training modules for the clinic and regional vendor management staff. In these training modules, the MIS T&I Contractor must address all aspects of the clinic and vendor management applications of the system. The

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modules must be segmented to allow for staff to only view those system functions which are applicable to their assigned WIC role. The MIS T&I Contractor shall accommodate that the Tennessee WIC program uses eLearning modules on Adobe Presenter and trainings are designed for self-study, practice, observation and evaluation within the staff member's respective work environment, with each of the eLearning modules consisting of educational content, an associated test, and a skills checklist to be completed in the WIC clinics and these training modules must have written approval by the State.

4.0. TASK 4 – USER ACCEPTANCE TEST (UAT)

The MIS T&I Contractor shall facilitate and support user acceptance testing and shall remedy all errors identified during testing. The MIS T&I Contractor shall provide on-site support for the duration of UAT at the State office. The MIS T&I Contractor shall be on site to participate in a UAT Phase initiation meeting, convened by the PMSC to review the UAT plan, schedule, Deliverables, and risks with, at a minimum, the EBT implementation Contractor, the QA Contractor and the PMSC, who will manage the UAT. Within two (2) working days of the meeting the MIS T&I Contractor must deliver a technical memorandum documenting all agreements, understandings, and contingencies arising from the UAT initiation meeting to the PMSC who will distribute to all contractors and the State. It is expected that the EBT implementation Contractor will submit a technical memorandum also documenting all agreements, understandings, and contingencies.

The MIS T&I Contractor shall provide the following as a subtask to Task 4.0.:

4.1. System Installation

Deliverable 14: Installation/Operation of System Software

Upon completion of system modification/potential development and testing and achievement of certification of readiness for UAT, the MIS T&I Contractor must prepare and install the necessary software for the test bed application. This may include coordinating installation with Tennessee's Strategic Technology Solutions (STS) staff and integrating the server into existing environments if needed (e.g. Active Directory, NDS, and firewalls).

MIS T&I Contractor must coordinate the installation of the system on the State's servers with the TDH Information Technology Services Division and STS. The MIS T&I Contractor must coordinate the installation of the system at the agreed upon operations site. The system installation must include an operational system and a test bed system. Upon completion of system installation, the MIS T&I Contractor must assist in the conduct of an operations test to verify that the system is correctly functioning. The system installation must be conducted sufficiently in advance of the initiation of UAT to ensure system availability for the scheduled testing. This Deliverable will be considered complete when the State verifies in writing that the system and software are functioning correctly.

4.2. System Training

Deliverable 15: User Training – UAT

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The MIS T&I Contractor must provide comprehensive system training to the end-users who will conduct acceptance testing. The training must address all system operations and be based on the training plan, materials, and approach that will be employed for pilot and rollout training.

During UAT and Pilot, the MIS T&I Contractor shall begin training and mentoring of the state operations staff onsite. The MIS T&I Contractor shall provide support to the State in implementing the Help Desk, and shall assess the State's disaster recovery procedures.

This Deliverable shall be considered complete when the State approves in writing that the UAT user training was complete and successful.

4.3. System Operations Support/Data Conversion

Deliverable 16: Data Conversion - UAT

During UAT and Pilot, the MIS T&I Contractor must ensure that the central processor application provides all functionality and processing required to fully support the Tennessee State WIC Program and its clinics. The Central Processor application must, at a minimum, provide the following services:

- Provide on-line access to the functionality in the state agency and clinic applications for operations, analysis, and the generation of reports.
- Provide all file maintenance, including backups, archiving of data, and maintenance of database synchronization between system modules on a daily basis.
- Assure all data communications between the Central Processor, the regions and their clinics, and the Tennessee State central office.
- Provide extensive disaster recovery procedures to ensure meeting system availability requirements.
- Provide the software and support required to exchange data with other state and federal programs electronically. This electronic data exchange shall meet the requirements of the financial transactions with the EBT services Contractor and the USDA/FNS minimum data set and TIP report. Other data exchange, such as comma separated value files with selected border states' and tribal agencies' WIC Programs may be required to facilitate cross-program data analysis such as dual participation. Interoperability incorporating HL7 with other TDH systems shall require the exchange of data as well.
- Functionality that allows end users to manually or directly enter information into the WIC MIS system if that end user elects not to use another state-owned system that is interoperable with WIC MIS.
- Provide all system enrollment, reconciliation, expenditures, vendor and other required reports in the media required and according to the agreed upon schedule.

The MIS T&I Contractor shall maintain responsibility for system operations, at a minimum, until Pilot is complete. The MIS T&I Contractor shall provide operations on-site at the Tennessee State offices throughout the UAT and Pilot.

Based on that defined in the Conversion Plan, the MIS T&I Contractor must include a specified set of data from the legacy system for use during UAT as designated by the State and this Deliverable will be considered complete when approved in writing by the State.

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4.4. Support UAT and System Revision

Deliverable 17: Acceptance Test Support

When the key function walkthrough has been completed with no errors, the MIS T&I Contractor must make the system available to the State, who will conduct a formal User Acceptance Test of the modified WIC system. Tennessee staff will participate in the UAT, using a script provided by the QA Contractor. While the State reserves the right to subject the entire system to UAT, the intent is for testing to focus on those modules and subsystems that have been affected by system modifications, inclusive of functions that receive or pass data to modified functions. Although testing may be scaled back dependent on the extent of the modifications, the State anticipates some level of end-to-end testing of the system prior to acceptance for Pilot. Prior to UAT, the MIS T&I Contractor must provide comprehensive system training to the end users who will conduct the UAT. The MIS T&I Contractor must provide on-site support in the form of at least one (1) staff person knowledgeable in the application for the duration of the UAT and ensure that programming staff are available for consultation by phone for problem resolution. The MIS T&I Contractor must convert data from the legacy system as required and provide systems training to the user acceptance test team.

The system, as delivered by the MIS T&I Contractor for UAT, is expected to have relatively few errors. The State expects that the UAT can be completed in two (2) rounds—one to uncover any errors, and a second to verify that any errors identified have been fixed and that no new errors have been introduced. This requires that the MIS T&I Contractor not only fix the errors identified in round one but also run the resulting system through their system qualification test prior to delivering it for the second round of UAT. The period of User Acceptance Testing will be ten (10) weeks in duration at the State office, providing the above expectations are satisfied. The MIS T&I Contractor must make all required corrections and revisions to the system resulting from the acceptance testing process. System re-testing must be conducted as required.

The MIS T&I Contractor must provide an application for the capture, reporting, and tracking of errors identified during UAT. The application may be a commercial off-the-shelf product or a custom application. The reporting and tracking application must provide for the following data elements, at a minimum:

- Test procedure name and number;
- System module under testing;
- Test round;
- Test date;
- Error description;
- Error severity;
- Tester name;
- Clinic identification (or SA);

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- Error attachments (screenshots, reports);
- MIS T&I Contractor initial analysis and response;
- Work order number;
- Fix date;
- Regression test date;
- Test Director sign-off; and,
- Error closure date.

If at any time during the UAT using interactive test scripts, the percent of test procedures of any module failed exceeds twenty percent (20%), excluding State identified cosmetic errors; the MIS T&I Contractor shall halt the UAT and return the system for correction.

During UAT, the MIS T&I Contractor shall evaluate the user manuals and on-line help. The UAT procedures shall instruct the testers to reference the user manuals or on-line help for directions regarding how to perform the required actions. The MIS T&I Contractor shall correct with no additional cost to the State any inadequacies in the manuals prior to final acceptance of those documents by the State.

The UAT will be complete when the system is capable of successfully processing the operations of all the UAT test procedures without significant (other than cosmetic) error or failure. After successful completion of the acceptance test, the MIS T&I Contractor shall provide the State with a formal assessment of the system's readiness for pilot implementation. The UAT is complete when the State has provided written approval that the system is ready for pilot testing.

4.5. Assessment of Tennessee Disaster Recovery Procedures/Disaster Plan

Deliverable 18: Assessment of Tennessee Disaster Recovery Procedures/Disaster Plan

Prior to and during the acceptance test, the MIS T&I Contractor must assess the Tennessee's statewide disaster recovery policy. The MIS T&I Contractor shall identify any deficiencies in the State's approach and provide suggestions for improvement as needed. The MIS T&I Contractor shall prepare and present a comprehensive Disaster Plan specific to the new system, building upon and incorporating Tennessee Disaster Recovery Policy provisions. The MIS T&I Contractor shall submit the Disaster Recovery Plan to the State in the form of a draft version for review and a final version for written approval by the State.

4.6. Assessment and Readiness for Pilot

Deliverable 19: Assessment and Certification of System Readiness for Pilot Implementation

Upon the State's written approval of UAT, the MIS T&I Contractor must provide a formal memorandum addressing their assessment and certification of system readiness for Pilot Implementation. The certification must include detailed information on all errors identified

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during UAT and their remedy (this may be provided by automated reporting capabilities of the error tracking application employed), and must verify the error free operation of the system and a stability sufficient to be implemented in pilot installations. The MIS T&I Contractor shall provide the written assessment and certification within five (5) working days of the completion of UAT and will be accepted after it receives written approval from the State.

5.0. TASK 5 – PILOT TEST

Using the approved Pilot Test Plan, the MIS T&I Contractor shall support and facilitate the system pilot test. Once the system has passed UAT and has been approved by the State and FNS, the MIS T&I Contractor shall provide a pilot test in at least one (1) Tennessee county health department and associated clinic, one (1) Region and in the WIC central office.

The MIS T&I Contractor shall conduct the pilot test to verify that the system works correctly in conditions of actual use. The MIS T&I Contractor shall not proceed to pilot until it is confident that there is very little possibility of an unsuccessful outcome to the pilot and has written approval from the State to proceed.

The MIS T&I Contractor shall provide the following as a subtask to Task 5.0.:

5.1. System Pilot Initiation Meeting and Memorandum

Deliverable 20: System Pilot Initiation Meeting and Memorandum

Within two (2) weeks following successful completion of the UAT, the MIS T&I Contractor shall attend a meeting at the State WIC office for approximately 2 (two) to 3 (three) days with, at a minimum, the TNWIC Project Manager, the MIS T&I Contractor's project manager, the EBT implementation Contractor, the PMSC, the QA Contractor, and other key State and Contractor staff as necessary. The MIS T&I Contractor shall discuss and review the project plan, schedule, and Deliverables for the implementation of the system pilot. Within five (5) working days of the meeting, the MIS T&I Contractor must provide to the State for its written approval, a technical memorandum documenting all agreements, understandings and contingencies, resulting from the system pilot initiation meeting.

5.2. Help Desk Training

Deliverable 21: Help Desk Training

The MIS T&I Contractor shall provide training to the State in-house Help Desk staff onsite for approximately 2 (two) to 3 (three) days at the State office to address the help desk process and issue escalation. The MIS T&I Contractor shall assist WIC staff with any questions they might have. Following this training, the MIS T&I Contractor shall provide additional assistance to the help desk staff remotely from its own facilities as requested by the State. This Deliverable shall be considered complete after the State approves in writing that the training is completed and successful.

5.3. Pilot Agency (State Office and Clinic) Training

Deliverable 22: User Training - Pilot

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After successful completion of the UAT, the MIS T&I Contractor must provide face-to-face on-site training at the State office for approximately 1 (one) to 2 (two) weeks for the staff who will be involved in the pilot sites as described and supported by the approved Training Plan and Training Materials. The MIS T&I Contractor shall employ hard copy exhibits and handout materials but must also include extensive hands-on, on-line exercises and objective evaluations in order to ensure user proficiency and competence. The MIS T&I Contractor must provide the State with documented evidence of each trainee's competence to operate the system within one (1) week of the training event and shall make sure that training is of sufficient length to ensure adequate comprehension addressing all system operations and security considerations. This Deliverable shall be considered complete after the State approves in writing the successful completion of the training.

5.4. Installation of System Software – Pilot Test

Deliverable 23: Installation of System Software – Pilot Test

The MIS T&I Contractor must provide on-site installation and operation or support the installation and operation, as applicable, of the WIC software application and communications software necessary for the operation of the system in support of pilot, both at the central processor and the pilot sites. This Deliverable shall be considered complete after the State approves the installation in writing.

5.5. Data Conversion

Deliverable 24: Data Conversion - Pilot

The MIS T&I Contractor must convert all databases in the legacy system for the state and clinic pilot sites to the correct format and load it on the new system. The MIS T&I Contractor shall ensure that this conversion will occur immediately prior to implementation of the pilot site, as the agency will not be allowed to make any other changes to legacy system records once the conversion has been accomplished. This Deliverable shall be considered complete after the State approves the data conversion in writing.

5.6. System Pilot Test

Deliverable 25: System Pilot Support

The MIS T&I Contractor shall oversee the pilot test of the new TNWIC MIS at the state central office and in the clinics. The MIS T&I Contractor shall be onsite during pilot test for, at a minimum, the first 1 (one) to 2 (two) weeks at the pilot site designated by the State. The MIS T&I Contractor and the State shall mutually agree upon the locations for the pilot during the project initiation meeting, and mutually agree that the pilot is expected to last for two (2) calendar months prior to the evaluation and one (1) additional month while preparations are made for rollout to the remaining agencies.

The MIS T&I Contractor shall assist in the daily operation of the Central Processing Site during the pilot period, assigning designated staff members to provide consultation and assistance as needed. This Deliverable shall be considered completed after the State approves in writing that the Pilot was completed and successful.

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5.7. Evaluate Pilot, Modify and Retest System

5.7.1. Regression Test

Deliverable 26: Regression Acceptance Test

The MIS T&I Contractor shall begin evaluation of the system software concurrently with the start of the pilot. The MIS T&I Contractor shall ensure that corrections and regression testing of updated versions occur as problems are encountered. The State shall determine which problems are serious enough to require immediate correction and a new release mid-pilot. Prior to the start of the pilot test, the MIS T&I Contractor shall develop a Regression Acceptance Test in consultation with Tennessee staff, FNS and the QA Contractor. This test, based on the MIS T&I Contractor's own internal test procedures, must be used to test modifications and corrections made in response to problems identified during the pilot before they are released to the pilot users. The MIS T&I Contractor shall design the Regression Acceptance Test to test overall system operability after modifications have been installed but before the release of the software to the user community. It will not replace the normal development testing required for changes. The MIS T&I Contractor shall ensure that the changes do not affect other aspects of system functionality, and that the test uses standardized inputs and known outputs to assess the impacts of changes.

The MIS T&I Contractor shall program and test new versions of the system when software errors are encountered during the conduct of the system pilot. After correction and testing of each new version, the MIS T&I Contractor shall conduct Regression Acceptance Testing on all versions to check that the error correction has not introduced new errors elsewhere in the system. If there are any outstanding errors at the end of system pilot, the MIS T&I Contractor shall produce one (1) last version by this process that corrects the remaining errors, and that version shall be installed and run for five (5) business days at the pilot agencies before the system is rolled out to the remaining agencies. The MIS T&I Contractor shall, during these five (5) days, ensure that there are no errors introduced into the latest version of the system that were not caught by the Regression Acceptance Test. This Deliverable shall be considered complete after the State approves in writing.

5.7.2. System Pilot Evaluation

Deliverable 27: System Pilot Report and Rollout Readiness Certification

Within ten (10) days following the end of the pilot, the MIS T&I Contractor, with input from the pilot clinics, shall complete and submit to the State for its written approval, a system pilot report and rollout readiness certification technical memorandum. This technical memorandum shall assess the following for readiness for rollout:

- System stability;
- Meeting functional requirements;
- User satisfaction;
- Impact on client flow and convenience;

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- Impact on clinic operations;
- Availability and accuracy of state-level data;
- Adequacy of help messages and user documentation;
- Security and system integrity; and,
- Need for modification of system or user processes.
- Compile a list of all open test problems (bugs) and their resolution status.

The MIS T&I Contractor shall document the results of the evaluation in a technical memorandum to be delivered to the TNWIC Project Manager, the EBT Contractor, the PMSC, and the QA Contractor. The PMSC under the direction of the TNWIC Project Manager must approve all system revisions resulting from the evaluation of the pilot. Following any system revisions made, the MIS T&I Contractor shall conduct an abbreviated acceptance test (if deemed necessary by the State) with the TNWIC Project Manager, EBT Contractor and QA Contractor participation as directed by the PMSC. Following the evaluation of the Pilot and the remedy of any remaining defects, the MIS T&I Contractor must certify the system as ready for implementation statewide. The QA Contractor will be required to conduct an evaluation and it is expected that the EBT Contractor will participate provide an independent certification of the system readiness for implementation. Upon State acceptance of these certifications and FNS approval, the MIS T&I Contractor shall initiate statewide rollout with written approval by the State.

6.0. TASK 6 – ROLLOUT

The MIS T&I Contractor shall conduct, support, and facilitate the rollout of the system to the non-pilot agencies with contractor-provided onsite assistance as needed. After successful completion of the pilot, the MIS T&I Contractor shall roll out the system to the remaining agencies. The rollout shall occur over a sixteen (16) week period. To meet this time frame, the MIS T&I Contractor shall provide that multiple agencies are rolled out per week. The MIS T&I Contractor shall train each agency in the use of the new system one (1) week, shall have data converted from the legacy system on the last business day of a week, and be ready to begin using the system the next business day. As one group of agencies begins using the new system, the MIS T&I Contractor shall begin training the next group.

The MIS T&I Contractor shall provide the following as a subtask to Task 6.0.:

6.1. System Rollout Initiation Meeting

Deliverable 28: System Rollout Initiation Meeting Memorandum

Following successful completion of the system pilot, the MIS T&I Contractor shall participate in an on-site meeting convened by the State at the Tennessee WIC central office which will include the MIS T&I Contractor's project manager, the EBT implementation Contractor, the PMSC, the QA Contractor, and other Tennessee agency staff as deemed necessary. The MIS T&I

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Contractor shall discuss and review the work plan, schedule, and Deliverables for the rollout of the Tennessee WIC system to the remaining agencies. Within two (2) working days of the meeting, the MIS T&I Contractor shall provide to the State for its written approval, a technical memorandum documenting all agreements, understandings and contingencies resulting from the system rollout initiation meeting.

6.2. User Training, Conversion and Implementation

6.2.1. Train-the-Trainer Training

Deliverable 29: Conduct Train-the-Trainer Training for Tennessee Staff
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Subsequent to a successful system pilot, the MIS T&I Contractor must conduct at least three (3) Train-the-Trainer Training events for, at a minimum, twenty-five (25) selected Tennessee WHIPS over a 3 (three) to 5 (five) day time frame per event at each Grand Division of the State. The MIS T&I Contractor shall provide appropriate training for these individuals to train each clinic as it rolls out. The MIS T&I Contractor shall place emphasis on answering questions that may arise during the training from clinic staff and comprehensively address all system operations as well as security considerations. This Deliverable shall be considered complete after the State approves in writing.

6.2.2. User Training

Deliverable 30: User Training – Rollout

In preparation for rollout, the MIS T&I Contractor, EBT implementation Contractor, and WHIPS must co-conduct regional/clinic staff training events at each of the fourteen (14) local agencies over a three (3) to five (5) day time frame per event. This training shall consist of a system overview for all regional/clinic staff and functionally specific training for staff that will utilize various functions of the new system. The MIS T&I Contractor shall provide real-world examples of system tasks for each staff responsibility and functional program area. To the extent there is a separation of responsibility between clinic staff, the MIS T&I Contractor shall train in functions of the system related to their duties, such as participant data input, food benefit issuance, and appointment scheduling. Nutritionists and other professional or health assessment staff will be trained in functions of the system related to health assessment, certification, etc. The MIS T&I Contractor must take into account in these trainings that in many clinics, there are only a few staff, and each person may need to be trained in a number of functions. The MIS T&I Contractor shall cover the material, and online help participants will use the web interface.

The trainings shall be held in several locations around the State for groups of regional/clinic staff. Training groups shall not exceed thirty (30) participants. The MIS T&I Contractor shall provide that Regional/clinic staff be trained the week prior to their clinics going live to ensure retention of necessary skills.

The MIS T&I Contractor staff must conduct State Agency staff training over a three to five (3 to 5) day time frame at the State central office. This training shall consist of functionally specific training for all TDH staff that will utilize the new system, and shall include hands-on examples of system tasks for each program operational area. The MIS T&I Contractor shall provide different training for each functional program area and shall offer real-world examples of system

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tasks. The MIS T&I Contractor shall allow that training in some functional areas may extend beyond immediate TDH staff and may involve staff in other state resources (e.g., finance). This Deliverable shall be considered complete after the training is held and the State has approved its completion and success in writing.

6.2.3. Data Conversion

Deliverable 31: Data Conversion - Rollout

The MIS T&I Contractor must convert all data from the legacy system for each clinic in advance of their implementation of the new system. As the clinics will not be able to utilize the legacy system once the data has been converted, the MIS T&I Contractor shall provide that data conversion for each agency shall occur during the week in which the clinic staff is being trained.

As soon as the database is converted to the new system and training described in section 6.2.2 of this scope is provided, the MIS T&I Contractor shall advise the State that each local agency can resume clinic operations and use the new system in their clinics.

Approximately four (4) days following system rollout to the first group of clinics, the MIS T&I Contractor shall convene a meeting by conference call with the EBT implementation Contractor, the PMSC, the TNWIC Project Manager, the QA Contractor, and other Tennessee staff as deemed necessary to identify any problems that must be fixed before rollout to the remaining agencies. This Deliverable shall be approved in writing and be considered complete after the successful data conversion and rollout to all clinics.

6.3. Post Implementation Problem Resolution and Checkpoint

Deliverable 32: Post-Implementation Assessment and Problem Resolution

The MIS T&I Contractor shall remedy any problems encountered during the initial system operation, subject to regression testing, and provide the remedies to operational sites as a new system release. If any deficiencies in the system functional requirements, technical operation, system performance and response times or reliability are identified by the State, the MIS T&I Contractor shall repair these at no cost to the State. The MIS T&I Contractor must provide all remedies in a timeframe deemed reasonable by the State.

Approximately five (5) days following rollout to the final clinic, the MIS T&I Contractor shall attend a meeting by conference call in which the status of the system following complete rollout shall be assessed. The meeting shall be attended by the MIS T&I Contractor, the EBT implementation Contractor, the TNWIC Advisory Council and PMSC, the QA Contractor, and selected other Tennessee staff determined by the State. Within five (5) days of the meeting, the MIS T&I Contractor must provide a technical memorandum documenting all agreements, understandings and contingencies resulting from the system rollout assessment meeting. Within two (2) weeks following this meeting, the State shall in writing, determine whether the system is ready to proceed to the operation and maintenance phase. Once approved, the MIS T&I Contractor shall begin the initial warranty period.

6.4. System Documentation Update

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Within fifteen (15) business days of completion of system implementation, the MIS T&I Contractor must update all system documentation, functional, technical, and operational and user manuals, to reflect any revisions made to the system. The MIS T&I Contractor must provide a complete set of documentation to the State for its written approval, in electronic and hard copy and include the timeframe for completion of this in the Work plan. The MIS T&I Contractor shall submit all versions of materials that are actual documents in both hard copy and electronic form.

7.0. TASK 7 – INITIAL WARRANTY PERIOD

Deliverable 33: System Warranty

The MIS T&I Contractor shall provide system operations and maintenance support to the State and provide for a one-year warranty of the software against errors and defects.

The MIS T&I Contractor shall provide the following as subtasks to Task 7.0.:

7.1. TN State's Operation and Maintenance Staff Training and Mentoring

The MIS T&I Contractor must provide support and mentoring to the Tennessee operations staff during the one year warranty period sufficient to ensure their ability to assume responsibility for the system upon contract closure.

7.2. One Year Warranty Period

The MIS T&I Contractor must provide a one-year warranty of the system software against all defects and errors beginning with completion of the rollout process (the completion of the final clinic installation in the state). The one-year warranty period for the system software must commence on the business day immediately following the successful TNWIC MIS implementation in the final Tennessee clinic as agreed upon by the State. During the one-year warranty period, the MIS T&I Contractor must address all deficiencies in the system.

7.3. System Problem Reporting

The MIS T&I Contractor must provide the PMSC with a written response to any reported system problem, addressing the technical nature of the problem and the proposed plan to resolve the issue. The MIS T&I Contractor must document and separately track all change orders approved by the TNWIC Advisory Council.

7.4. System Modification

The MIS T&I Contractor must remedy any deficiencies identified in the system during the one-year period at no cost to Tennessee. The MIS T&I Contractor must subject all software modification and repairs to regression testing prior to distribution as a new release. The State at its discretion may request that the MIS T&I Contractor conduct modifications and enhancements to the system deemed necessary or desirable. In this event, the MIS T&I Contractor shall prepare a cost estimate for the requested modification. Should the State then elect to proceed, the modification shall be treated as a change order to the Contract.

The MIS T&I Contractor and the State shall mutually agree upon the changes to be designed, developed, tested and implemented, in addition to the schedule for each. The MIS T&I

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Contractor shall involve state operations staff so that they can become familiar with the system enhancement process. Costs for these changes must adhere to the rates in Section C.3.c of the Pro Forma Contract. The MIS T&I Contractor must provide documented test results and updated system documentation prior to implementation of the change.

8.0. TASK 8 – PROJECT CLOSURE AND TRANSITION

The MIS T&I Contractor shall provide a final submission of the updated system documentation and other project materials, and shall support transition of the system operations and maintenance responsibilities to the system operations staff (unless the State contracts with the MIS T&I Contractor for on-going system maintenance), and achieve formal project closure.

MIS T&I Contractor shall provide the following as subtasks to Task 8.0.:

8.1. Final System Documentation, Forms, Source Code, Data and Other Materials

8.1.1. System Maintenance and Support Plan

Deliverable 34: System Maintenance and Support Plan

Prior to the completion of the one-year warranty period, the MIS T&I Contractor must provide a written plan for the system operation and maintenance including their plan for procedural, staffing, and resources requirements. The MIS T&I Contractor shall present this written plan in the form of a Draft version for review and a Final version for written approval by the State.

8.1.2. Final System Documentation

Deliverable 35: Final System Documentation and Source Code
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Upon completion of the one-year warranty period, the MIS T&I Contractor shall provide to State for written approval, a final, updated version of all system documentation and user materials reflecting the current status and operations of the system, including but not be limited to source code, user and operational manuals and training materials, and functional and technical design documents electronically and hard copy as required for all document

The MIS T&I Contractor shall return to the State any materials, forms or data sets developed during the course of the project effort.

8.2. Contract Closure

Upon completion of the final system documentation presentation, the State will provide formal notification of contract closure.

9.0. TASK 9 - EXTENDED WARRANTY, MAINTENANCE AND OPERATION PERIOD

The MIS T&I Contractor shall provide the following as subtasks to this task effort:

9.1. Extended Warranty Period Option

Deliverable 36: Maintenance Period

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At the expiration of the one-year warranty period, an extended warranty period option may be exercised by the State. The MIS T&I Contractor must offer a yearly warranty on the system software for services similar to the initial one-year warranty. During the extended warranty period, the Contractor shall be responsible for correcting all errors in the system software. The MIS T&I Contractor and the State shall mutually agree upon the MIS T&I Contractor staff that shall be available as needed during the extended warranty period for repair or system enhancement purposes.

If any changes are made to the software application during this period, the MIS T&I Contractor must update the following items to reflect any and all changes:

- System source and executable code for the local, state, and central processor WIC applications;
- Comprehensive materials for use in system training;
- User and operational manuals; and,
- Functional and technical design documents.

During the extended warranty period, the MIS T&I Contractor shall regularly communicate with the Help Desk to report the nature and type of problems identified. The MIS T&I Contractor must advise the State of any solutions that do not require programming fixes.

9.2. System Modification

During the extended warranty period, the State may request the MIS T&I Contractor to make enhancements to the existing system. The MIS T&I Contractor shall design, develop, test and implement these changes on a schedule mutually agreed upon with the State and shall adhere to the rates in Section C.3.c of the Pro Forma Contract. The MIS T&I Contractor must provide documented test results and updated system documentation prior to implementation of the change. Maintenance required to the system to meet the system and functional requirements approved prior to the one-year warranty shall adhere to the rates in Section C.3.c of the Pro Forma Contract.

10.0. RECURRING TASKS AND DELIVERABLES

The following Deliverables shall recur throughout the project on a scheduled basis.

10.1. Project Status Reports and Meetings

The MIS T&I Contractor must provide monthly, detailed reports electronically on overall project status, work accomplished in the reporting period, objectives for the next reporting period, client responsibilities for the next period, decision/information requests outstanding, problems and warnings, and schedule and budget issues. The MIS T&I Contractor must provide a quarterly summary status report to support the State's reporting to USDA/FNS. As a supplement to formal monthly reports, the MIS T&I Contractor must participate in bi-weekly project status meetings via conference calls which shall serve as a forum for the reporting of progress and discussion of upcoming activities and emergent issues. The Tennessee PMSC will host and provide an agenda (with input from the State and other project Contractors) for the meetings.

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10.2. Meeting Summaries

Throughout the course of the project, the MIS T&I Contractor shall attend numerous meetings with the State. If the MIS T&I Contractor hosts the meeting, the MIS T&I Contractor must provide a technical memorandum summarizing the meeting, inclusive of a listing of attendees, discussion of major topics, and a report of any decisions made and items needing follow-up.

LIST OF EXHIBITS

Exhibit 1: TDH Programs

Exhibit 2: TDH Sub Programs

Exhibit 3: TDH Program Appointment Types

Exhibit 4: TN Functional Requirements Traceability Matrix

EXHIBIT 1: TDH Programs

1. Women's Health
2. Men's Health
3. WIC
4. EPSDT (Early Periodic Screening, Diagnosis and Treatment)
5. Dental
6. HUGS (Help Us Grow Successfully)
7. CSS (Children's Special Services)
8. AIDS Prevention
9. Communicable Disease
10. Child Health
11. Environmental Health
12. Family Planning
13. Immunization
14. STD (Sexually Transmitted Diseases)

EXHIBIT 2: TDH Sub Programs

1. Alcohol & Drug
2. Chad
3. Adult Health
4. Administration
5. Aids Prevention (Testing)
6. Aids Ryan White (Treatment)
7. Birth Certificate (Local)
8. Breast/Cervical Cancer Program
9. Breastfeeding Promotion
10. Birth Certificate-Vital Record
11. Care Coordination, CSS Only
12. Communicable Disease
13. Child Health
14. Child Health Free
15. Child Health Homeless
16. Child Health Housed Homeless
17. Child Health, Hispanic
18. Child Health Housed
19. Community Service
20. Choices Program (Davidson Co.)
21. Chronic Disease
22. Chronic Disease/Frail Elderly
23. Central Referral
24. Children's Special Services
25. Civil Service (Metro Davidson)
26. Current Year CSS Certification
27. Dental Arc Grant (Hancock Co)
28. Dental Co-Op
29. Dental Head Start
30. Dental Local
31. Dental
32. Dental Free
33. Dental Homeless (Hamilton)
34. Dental (Volunteer)
35. Dental Preventive
36. School Based Dental Screening
37. Dental Transport Program
38. Dysplasia Clinic
39. Employee Health
40. Epidemiology
41. Environmental
42. Environmental, Dept. Of Agr.(K)
43. Environmental, Food Inspection
44. Environmental, Radon (Knox)
45. Environmental, Sanitation Fees
46. Environmental, Tattoo Parlor Fee
47. EPSDT
48. Exposure
49. Frail/Elderly
50. Families First
51. Food And General Sanitation
52. Senior Farmers Market Nutrition
53. WIC Farmers Market Nutrition
54. Family Planning
55. Family Resource Center
56. Gatekeeper Access/Med Plus
57. Gatekeeper BC/BS
58. Gatekeeper Health Net
59. Genetics
60. Gatekeeper Phoenix
61. Gatekeeper Preferred Health
62. Gatekeeper Tnselect No Risk
63. Gatekeeper Tnselect High Risk
64. Gatekeeper Universal Care
65. Gatekeeping, Veterans Adm
66. Community Health Agency
67. Community Health Clinic
68. Home Health
69. Homemaker
70. Health Promotion
71. School Health
72. Healthy Start Federal
73. School Health Home Visits
74. Healthy Start
75. Hug (Help Us Grow)/Care Coord
76. Hypertension
77. Indigent Health
78. Immunization
79. Infant Mortality Prg.-Ham. Co.
80. Insurance
81. International Travel
82. Jury Duty
83. Local Appropriation
84. Laboratory (Knox)
85. Lead Investigation
86. Local Supplemental

- 87. Men's Health (Age 21 And Over)
- 88. Men's Health (Age 21+) Free
- 89. Men's Health Homeless
- 90. Men's Health Housed Homeless
- 91. Men's Health, Hispanic
- 92. Men's Health Housed
- 93. Migrant Health
- 94. Medicaid Labs
- 95. Medicaid Transportation
- 96. Newborn Screening
- 97. Newborn Screening
- 98. Nutrition
- 99. Off-Site Monitoring
- 100. Outreach, Other
- 101. Other
- 102. PPI Substance Abuse
- 103. Primary Care
- 104. Primary Care Child Health
- 105. Preventive Dental
- 106. Presumptive Expansion
- 107. Perinatal
- 108. PPI Immunization
- 109. PPI Infant Mortality
- 110. Primary Care Men's Health
- 111. Prenatal
- 112. PPI Obesity
- 113. Primary Prevention Initiative
- 114. Special Payment
- 115. Project Teach
- 116. PPI Smoking
- 117. PPI Teen Pregnancy
- 118. Primary Care Women's Health
- 119. Prior Year CSS Certification
- 120. Smoking Cessation Program
- 121. Renal Disease
- 122. Renal Disease/Frail Elderly
- 123. Rural Health
- 124. Rape Prevention
- 125. Pharmacy (Knox)
- 126. Child Safety
- 127. SARS Monitoring
- 128. Sick Child
- 129. SIDS
- 130. CSFP (Commodity Supp Food Prg)
- 131. Speech and Hearing
- 132. Supplemental Pay
- 133. Social Services (Knox County)
- 134. Sexually Transmitted Diseases
- 135. Tuberculosis
- 136. TennCare Enrollment/Verificat
- 137. Teen Health (Hamilton Co.)
- 138. TennCare Overages
- 139. TennCare Outreach
- 140. TB in Regional Office
- 141. TennCare Reverification
- 142. Undetermined Payments
- 143. Veteran's Capitated Program
- 144. V with Immunizations
- 145. Vital Records
- 146. Well Child
- 147. Women's Health (Age 21 & Over)
- 148. Women's Health (Age 21+) Free
- 149. Women's Health Homeless
- 150. Women's Hlth Housed Homeless
- 151. Women's Health, Hispanic
- 152. Women's Health Housed
- 153. WIC
- 154. Wise Moves
- 155. WIC Overcharges
- 156. Chad without Regard Of Income
- 157. X-Ray (Knox)
- 158. Community Outreach
- 159. Community Partner Initiatives
- 160. Educational Materials
- 161. Home Visits
- 162. Mass Media, All
- 163. Meetings
- 164. Phone Outreach (Tennndercare)
- 165. Written Outreach
- 166. Child Health Referrals
- 167. Crippled Children Services
- 168. Pediatric Specialty Unit
- 169. Headstart
- 170. CSS Special Projects (C-C)
- 171. CSS Special Projects
- 172. TEIS Program (Care-Coord)
- 173. Renal Disease
- 174. HIV/STD Homeless Outreach
- 175. Chest Clinic
- 176. HIV Program
- 177. Infusion Program
- 178. Dental Medicaid

- 179.Dental Homeless
- 180.Dental - BCBS TN Care
- 181.Dental - Healthnet TN Care
- 182.Midas
- 183.Homeless Primary Care
- 184.Mobile Outreach
- 185.Homeless Mental Health
- 186.Alcohol and Drug
- 187.Homeless Social Work Serv.
- 188.Homeless Employment Serv.
- 189.Homeless Respite Services
- 190.Homeless Serv.Center-Other
- 191.Homeless Tb
- 192.Traveler's Assistance
- 193.Aids Testing & Counseling
- 194.Refugee Program
- 195.Misc. Family Planning

Exhibit 3: TDH Program Appointment Types

1. 12 Visits for Co2 Test and DIA
2. 2nd Counseling Visit with Nurs
3. 3rd Counseling Visit with Nurs
4. 4th Counseling Visit with Nurs
5. Adult Health
6. Adult Health Immunization
7. Adult Health Medical Visit
8. Adult Health Other
9. Adult Health Physical Exam
10. Adult Health Pregnancy Test
11. Adult Health, Sick
12. Adult Paps
13. Amalgam Filling
14. Amalgam Fillingte
15. Baby and Me
16. Baby and Me Blow Test
17. Baby and Me Counseling
18. Baby and Me Postpartum
19. Baby and Me Prenatal
20. Baby and Me Vouchers
21. Biopsy
22. Birth Certificate
23. Blood Pressure
24. Blood Pressure Check (Pc)
25. Blood Pressure Class
26. Body Mass Index Class
27. Breast/Cervical Cancer
28. Breast/Cervical Cancer Screen
29. Car Seats
30. Chest Xray and Office Visit
31. Child Health
32. Child Health Doctor Vst
33. Child Health Exam
34. Child Health Immunization
35. Child Health Immunization Only
36. Child Health Medical Visit
37. Child Health New
38. Child Health Other
39. Child Health Re-Check
40. Child Health Special Physicals
41. Child Health, Sick
42. Child Recheck Visit
43. Child Sick Visit, Follow Up
44. Childrens Special Services
45. Cleaning/New Initial Patient
46. Colpo
47. Colposcopy
48. Colposcopy (UCR Clinic)
49. Communicable Disease Warts
50. Composite Filling
51. Comprehensive Care Follow-Up
52. Comprehensive Care Initial
53. Consultation
54. Contraceptive Implant
55. Contraceptive Implant Check
56. Contraceptive Implant Removal
57. Counseling-SS
58. Counseling-SS w/Interpreter
59. Crown
60. Crown Prep
61. Cryosurgery (UCR Clinic)
62. Dcs 72 Hr Exam
63. Dcs Dental Exam
64. Dcs Dental Visit, Prophy/Exam
65. Dcs Ep Within 72 Hours
66. Dcs EPSD&T Exam
67. Dcs PE
68. Dcso Correct. Officer Applican
69. Dcso Property Clerk
70. Dcso Security Applicant
71. Death Certificate
72. Dental
73. Dental Adult Pain Relief
74. Dental Amalgam
75. Dental Amalgam Filling
76. Dental Cleaning
77. Dental Composite
78. Dental Composite Filling
79. Dental Emergency
80. Dental Exam
81. Dental Exam and Xray
82. Dental Extraction
83. Dental Extraction Private Pay
84. Dental Extraction TennCare
85. Dental Filling Private Pay

- 86. Dental Filling TennCare
- 87. Dental Impression
- 88. Dental Prenatal
- 89. Dental Prophylaxis TennCare
- 90. Dental Prophylaxis/Exam (Cleaning)
- 91. Dental Pulp Treatment
- 92. Dental Pulpotomy
- 93. Dental Root Canal
- 94. Dental Sealant
- 95. Dental Toothache
- 96. Dental Treatment
- 97. Dental Xray
- 98. Dental, Prenatal
- 99. Dental, Private Pay
- 100. Dental, Sealant
- 101. Dental, TennCare
- 102. Depo Provera Injection
- 103. Description
- 104. Drug Refill
- 105. Dysplasia
- 106. ECP
- 107. Education Services
- 108. EKG
- 109. Emergency Contraception
- 110. Emergency Contraceptive Plan B
- 111. Emergency Exam
- 112. Employee Health
- 113. Employee Training
- 114. Ems Annual
- 115. Ep Call Center
- 116. Epidemiology Visit
- 117. EPSDT Done in 72 Hrs For Dcs
- 118. EPSDT Exam
- 119. EPSDT Exam, Central Off.Sched.
- 120. EPSDT PE
- 121. Established Patient (Pc)
- 122. Exam and Cleaning
- 123. Extraction
- 124. F.P. Visit for Implanon (1 Hr)
- 125. Family Planning
- 126. Family Planning Annual
- 127. Family Planning Annual/Depo
- 128. Family Planning Deferred Exam
- 129. Family Planning Evaluation
- 130. Family Planning Implanon
- 131. Family Planning Initial
- 132. Family Planning IUD
- 133. Family Planning Medical
- 134. Family Planning Other
- 135. Family Planning Procedure
- 136. Family Planning Readmission
- 137. Family Planning Removal
- 138. Family Planning Resupply
- 139. Family Planning Supply
- 140. Family Planning/EPSDT Exam
- 141. Farmer Mkt Nut Counseling
- 142. Fast Track (FP Deferred Visit)
- 143. Fast Track FP
- 144. Female STD/HIV (45 Min.)
- 145. Filling
- 146. Filling Composite
- 147. Fire Annual
- 148. Fire Applicant
- 149. Fire Initial/Annual Hazmat
- 150. Flu
- 151. Flu Shot
- 152. Flu Shot - Baby (6-35 Months)
- 153. Flu Shot Child (3-18 Years)
- 154. Follow Up Visit
- 155. Follow-Up (UCR Clinic)
- 156. FP Repeat Pap
- 157. General Services Applicants
- 158. General Services-911
- 159. General Services-Maint/Repair
- 160. General Sessions
- 161. Group Session
- 162. Head Check
- 163. Head Start Blood Lead Testing
- 164. Health Depart. Animal Control
- 165. Health Department Applicant
- 166. Health Department CDL Driver
- 167. Health Department Respiratory
- 168. Hemoglobinopathies
- 169. Hepatitis Shot
- 170. High Risk Certification (WIC)
- 171. High Risk Vouchers (WIC)
- 172. Hisf (STD Female + HIV)
- 173. Hism (STD Male + HIV)
- 174. HIV
- 175. HIV, Female
- 176. HIV, Male
- 177. HIV/STD Female

178.HIV/STD Male
 179.Hug Visit
 180.Immunization
 181.Immunizations
 182.Implan/Nexplan Implant
 183.Implanon
 184.Implanon Exchange (UCR Clinic)
 185.Implanon Insert (UCR Clinic)
 186.Implanon Insertion
 187.Implanon Removal
 188.Implanon Removal (UCR Clinic)
 189.Implant Insertion
 190.Implant Removal
 191.Implant Removal & Insertion
 192.Impressions for Denture/Partia
 193.Initial Appt (Ucr Clinic)
 194.Initial Exam Dental
 195.Initial Prenatal Postpartum
 196.Initial Visit Nurse/Nutrition
 197.Inmate Chest Xray
 198.Internat'nl Travel Immunizat'n
 199.Interpreter
 200.Int'l Travel
 201.IUD
 202.IUD Check/Cultures
 203.IUD Exchange (UCR Clinic)
 204.IUD Insertion (UCR Clinic)
 205.IUD Removal
 206.IUD Removal (UCR Clinic)
 207.Juvenile Court Probation Ofcr
 208.Lab Work
 209.Lab Work Only
 210.Labs Only (UCR Clinic)
 211.Male STD/HIV (30 Min.)
 212.Medical Nutrition Therapy
 213.Medication Refill (Pc)
 214.Meet & Greet W/Pediatrician
 215.Men Health's Immunization
 216.Men's Health
 217.Men's Health (Age 21 & Over)
 218.Men's Health Blood Work
 219.Men's Health, Annual
 220.Men's Health, Immunization
 221.Men's Health, Initial
 222.Men's Health, Medical Visit
 223.Men's Health, Other
 224.Men's Health, Physical
 225.Men's Health, Re-Check
 226.Men's Health, Sick
 227.Metro Action Drivers
 228.Metro Action (Teacher/S Lunch)
 229.Mid-Certification Assessment
 230.Mo of Newborn WIC Infant
 231.New Patient (PC)
 232.Newborn Screening (PKU)
 233.Nitrous Oxide
 234.Nutrition Counseling
 235.Nutrition Counseling Non-WIC
 236.Nutritional Education
 237.Nutritionist Diet Consultation
 238.Occupational Clinic Generic Oth
 239.Office Visit
 240.Office Visit Patient in Isolat
 241.Parks Maintenance & Repair
 242.Parks Police Annual/Applicant
 243.Parks Rec Leader Applicant
 244.Paternity Acknowledgement
 245.Perio Root Planing and Scaling
 246.Perio Scaling/Root Planing
 247.Periodontal
 248.Pneumonia Shot
 249.Police Annual - Academy
 250.Police Annual - Spec Team
 251.Police Applicant
 252.Police Department
 253.Police School Crossing Guard
 254.Police Security Guard
 255.Post and Core
 256.Post Op Visit
 257.Pregnancy Test
 258.Pregnancy Test Presumptive
 259.Prenatal
 260.Prenatal Initial Visit
 261.Presumptive Eligibility
 262.Presumptive
 263.Presumptive Eligibility
 264.Primary Care Mens Health
 265.Primary Care Procedure
 266.Primary Care Womens Health
 267.Provider Referral Followup
 268.Pulpotomy
 269.Quick WIC

270.Recheck Visit (Pc)
 271.Referral
 272.Refill
 273.Revisit/Recheck/Results-15 Min
 274.Risk Assessment Tool
 275.Root Canal Therapy
 276.Scaling
 277.Sealants
 278.See Martha Only (UCR Clinic)
 279.Shot Only (UCR Clinic)
 280.Smoking Cessation Visit
 281.Space Maintainer
 282.Speech and Hearing
 283.Speech and Hearing (Dawn)
 284.Sports Physical
 285.Stainless Steel Crown
 286.STD
 287.STD - Sexually Trans Disease
 288.STD Female
 289.STD Male
 290.STD Treatment
 291.STD Treatment Meds/Lab
 292.Stdrx (STD Treatment)
 293.Surgical Extraction
 294.TB
 295.TB Consult/Follow Up (No Meds)
 296.TB Follow-Up (UCR Clinic)
 297.TB Initial Medications
 298.TB Initial Meds Visit
 299.TB Medication
 300.TB Medications
 301.TB New Positive Test
 302.TB Positive Test (UCR Clinic)
 303.TB Reading Walk-In
 304.TB Report Evaluation Card
 305.TB Screen and Xray
 306.TB Skin Test
 307.TB Skin Test Reading
 308.TB Supply
 309.TB Suspect/Case
 310.TB Treatment (Med &/OR Lab)
 311.TennCare Enrollment
 312.TennCare Physicals
 313.TennCare Reverification
 314.Test Results
 315.Therapeutic Formula
 316.To Apply Ppd Skin Test
 317.To Read Ppd Skin Test
 318.Tooth Ache
 319.Travel Immunizations
 320.Treatment
 321.Vital Records
 322.Volunteer
 323.Vouchers & Immunizations Only
 324.Vouchers Online Nu Counseling
 325.Well Child/Sports Physical
 326.Wh Bleeding (UCR Clinic)
 327.Wh Lesion/Polyp (UCR Clinic)
 328.WIC
 329.WIC Aid & Nutrition Visit
 330.WIC and Child Health Exam
 331.WIC and EPSDT Exam
 332.WIC and EPSDT Exam/Infant
 333.WIC and Family Planning
 334.WIC and Immunizations
 335.WIC and Prenatal
 336.WIC and Prenatal/Interpreter
 337.WIC Breastfeeding Group Visit
 338.WIC Breastfeeding Peer Counsel
 339.WIC Breastfeeding Visit
 340.WIC Cert with TNC
 341.WIC Certification
 342.WIC Check Iron
 343.WIC Class
 344.WIC Computer Nutr Assessment
 345.WIC Farmer's Market
 346.WIC Formula Change
 347.WIC Group Education
 348.WIC Group High Risk
 349.WIC Group Mid-Cert
 350.WIC Group Nutrition
 351.WIC c Group Nutrition Class
 352.WIC Group Visit
 353.WIC Height and Weight
 354.WIC High Risk Nutrition
 355.WIC Inf Of WIC Mom
 356.WIC Initial
 357.WIC Lab & Nutrition Visit
 358.WIC Low Risk Nutrition
 359.WIC Mid Cert Assess
 360.WIC Mid Cert Assessment
 361.WIC Mid Cert-Assessment

- 362.WIC Mid Certification & EPSDT
- 363.WIC Midcert Breastfeeding Mom
- 364.WIC Mid-Cert EPSDT
- 365.WIC Mid-Cert Immunizations
- 366.WIC Midcertification
- 367.WIC Mid-Certification
- 368.WIC Mid-Certification Assess.
- 369.WIC Mid-Certification Assessme
- 370.WIC New
- 371.WIC Nutrition Education
- 372.WIC Nutrition Only
- 373.WIC Nutrition Only/Interpreter
- 374.WIC Other
- 375.WIC Pickup with Shots
- 376.WIC Post-Partum
- 377.WIC Post-Partum/Interpreter
- 378.WIC Post-Partum/Miscarriage
- 379.WIC Prenatal Group
- 380.WIC Prenatal Initial
- 381.WI Prenatal Initial/Interpret
- 382.WI Prenatal Subsequent Visit
- 383.WIC Recert
- 384.WIC Recert Ep Exam
- 385.WIC Recert EPSDT
- 386.WIC Recert Immunizations
- 387.WIC Recert/Interpreter
- 388.WIC Recertification
- 389.WIC Special Formula
- 390.WIC Therapeutic Formula
- 391.WIC Transfer
- 392.WIC Transfer/Interpreter
- 393.WIC Voucher Pick Up
- 394.WIC Vouchers
- 395.WIC Vouchers Ep Exam
- 396.WIC Vouchers Only
- 397.WIC /Hemoglobin Visit
- 398.WIC /Hug New
- 399.WIC /Hug Recert
- 400.Women's Health
- 401.Women's Health (Age 21 & Over)
- 402.Women's Health Blood Work
- 403.Women's Health, Immunization
- 404.Women's Health, Initial
- 405.Women's Health, Medical (Knox)
- 406.Women's Health, Other
- 407.Women's Health, Pap
- 408.Women's Health, Physical
- 409.Women's Health, Re-Check
- 410.Women's Health, Sick
- 411.Women's Hlth Cancer Screening
- 412.Work-In
- 413.X-Ray

EXHIBIT 4: TN WIC Functional Requirements Traceability Matrix

#	Requirement	New WIC MIS	Base Function	EBT Function	Comments
3.1	Certification				
3.1.1	Create and Locate Data Records				
3.1.1.1	Create New Applicant Record	X			
3.1.1.1 Process	<ul style="list-style-type: none"> Accept user entry of minimum required data record data elements Assign individual participant identification number and family/household identification number (as applicable) Maintain record for search, view, and update 				Associate the individual's EPI/PTBMS assigned number with the WIC record. If the participant's EPI/PTBMS number is changed, update the WIC record.
3.1.1.2	Search for Applicant/Participant Record	X			
3.1.1.2 Process	<ul style="list-style-type: none"> Compare data search criteria with existing database records Display records that match search criteria Allow user to access the data record(s) matching search criteria 				Allow for auto-search for dual participation or existing records on basic data elements. Compare data with that in EPI/PTBMS to assist with determining whether individual is already a WIC participant.
3.1.2	Manage Application Process				
3.1.2.1	Maintain Basic Information on Applicant/Participant	X	X		
3.1.2.1 Process	<ul style="list-style-type: none"> Add new applicant data to or update existing records for each family/household member 				1) To allow the new WIC system to share individual data with PTBMS/EPI, will require Social Security Number but allow for 999s to be accepted. 2) Naming conventions for middle and last names must comply with TNCARE. 3) TNWIC must capture individual's alias name.
3.1.2.2	Associate all other family/household members to the Participant Family/Household Identification Number				
3.1.2.2 Process	<ul style="list-style-type: none"> Make changes to applicable applicant data to all records associated with the family/household identification number Generate screen display of linked participant family/household Screen Applicant for Prior Enrollment Match newly entered applicant data with data in participant data store Display potential matches in Dual Participation Potential Match data fields Accept user input to potential matches 	X	X		
3.1.2.3	Determine Adjunct or Automatic Income Eligibility	X	X		
3.1.2.3 Process	<ul style="list-style-type: none"> Accept user input of participation in adjunctive or automatic eligibility program, self-declared income, and participant income information Update participant data store for all members of the family/household, as applicable 				the WIC income determination record must be a separate function in the WIC module that is not linked to the PTBMS/EPI record. This will ensure that PTBMS users do not overwrite income screening information.
3.1.2.4	Determine Documented Income Eligibility	X	X		
3.1.2.4 Process	<ul style="list-style-type: none"> Accept annual updates to income guidelines for all household sizes Update Income Guideline data store Add, update, and delete income and family/household data Capture the specific documents used as proof of income (e.g., pay stub, tax return) or the reason for an exception. Generate a notice with the specific date that specific documents must be provided, if not provided Calculate annual or monthly family/household income Retrieve and compare income with income eligibility guidelines (income Guidelines data store) Allow user input of income levels that exceed maximum allowed level if the participant has been determined adjunct or automatically eligible Display status of income eligibility determination and update Participant Ineligibility Date and Participant Ineligibility Reason Code Apply income eligibility determination to all applicable members of the family/household. Allow separate income determinations for some members of the family/household (as applicable) Generate a notice of ineligibility and the reason(s) for ineligibility, if applicable Automatically terminate applicants who have not provided income documents within applicable timeframes 				if participant loses eligibility because of income, provide 15 remaining days of benefits. Capture reason participant is no longer eligible for WIC.
3.1.2.5	Maintain Waiting List	X			
3.1.2.5 Process	<ul style="list-style-type: none"> Update applicant status with participant status code for waiting list Calculate waiting list priority Retrieve participant records with waiting list active status Sort records by waiting list priority Display waiting list in priority order Update participant status 				

3.1.5	Prescribe Food Package				
3.1.5.1	Select and Tailor Food Prescription				
3.1.5.1 Process	<ul style="list-style-type: none"> Retrieve Participant's Category from Participant data store Display appropriate standard packages or list of supplemental foods Select Food Package based on Participant Category Code19 and display Food Package with assigned food items to user Alert user to inappropriate food package selection and flag for over issuance, if applicable Accept user food package confirmation or Food Package updates Update the Food Benefit Prescription data store to assign a Food Package to the participant If WIC formula or supplemental foods that require medical documentation are issued, add or update the WIC formula or supplemental foods received and reason in the Participant data store. 	X		X	
3.1.5.2	Change Food Prescription				
3.1.5.2 Process	<ul style="list-style-type: none"> Accept user input of participant identification and food package identification Retrieve and display existing Food Package Prescription Accept new Food Package selection and update Food Benefit Prescription 	X			Capture formula returned to stock inventory in clinic.
3.1.6	Process Participant Changes and Transfers				
3.1.6.1	Change Family/Household Grouping				
3.1.6.1 Process	<ul style="list-style-type: none"> Accept user input of data changes and apply changes to all applicable members of the family/household Accept user input of participant identification number and family/household identification number and retrieve participant's existing family/household grouping Display list of existing family/household grouping Accept user selection of an existing family/household grouping or generate new family/household Link participant to selected/newly created family/household grouping Update Participant data store with new Participant Family/Household Identification Number 	X			
3.1.6.2	Change Participation Status and/or Category				
3.1.6.2 Process	<ul style="list-style-type: none"> Accept user input of participant identification number and retrieve and display existing participant participation status or category Update Participant data store with updated status or category or automatically update status or category (if applicable) Add a record to or update an existing record in the Participant data store to show an applicant as ineligible or a participant's termination reason Notify user of food package changes due to status change Generate notice of participant change 	X			Generate a notice of ineligibility automatically from system.
3.1.6.3	Process In-State Transfers and Produce VOC				
3.1.6.3 Process	<ul style="list-style-type: none"> Retrieve existing Participant or Family/Household data Terminate Participant record access at originating agency Update authorization to access record at receiving agency Update Participant or Family/Household data store with participant information 	X		X	
3.1.6.4	Process Out of State Transfers and Produce VOC				
3.1.6.4 Process	<ul style="list-style-type: none"> Retrieve data from Participant, Participant Health, Transfer, Local Agency, and Food Instrument data stores Produce a VOC from data resident in the system 	X			Provide participant access to VOC, medical history and transfer of prescriptions through a patient portal.

3.2	Nutrition Education, Health Surveillance, and Referrals						
3.2.1	Maintain Nutrition Education Data						Capture approval for participant to perform online nutrition education, refusal to accept nutrition education.
3.2.1.1	Create Participant Care Plan						Allow for the creation of a family care plan template (e.g., multiple toddlers in household, or mom and breast feeding infant) and a high risk care plan template.
3.2.1.1 Process	<ul style="list-style-type: none"> Retrieve Participant Care Plan template appropriate for participant risk and category Retrieve relevant participant data from Participant data store and populate template Retrieve relevant data from Comment, Education/Training, Nutrition Assessment, Participant Health, Participant Care Plan, and Scheduled Appointment data stores Accept Participant Care Plan updates and update Comment, Education/Training, Nutrition Assessment, Participant Care Plan, Participant Health, Participant Health, and Appointment data stores Display updated Participant Care Plan 						
3.2.1.2	Track Nutrition Education Contacts and Topics Covered						Allow for the acceptance of nutrition education contacts made via the online nutrition education tool and approve the issuance of eligible food benefits.
3.2.1.2 Process	<ul style="list-style-type: none"> Accept input of offered education/training topics Update Education/Training and Participant Care Plan data store Display updated Nutrition Education screen Perform Participant Referrals Track Incoming and Outgoing Referrals Accept user entered participant referral data Update Referral data store Provide Voter Registration Information Provide Voter Registration Information Accept user input of participants offered voter registration services Create Voter Registration Report Determine Immunization Status Screen and Refer Participant for Immunization Services Accept user input of immunization status, data sharing, and referral information and update Participant, Participant Health, and Referral data stores Display list of participants by immunization status, using sort parameters Generate lists of participants who have granted consent for sharing with outside entities 						Capture individual nutrition education conducted online by the participant and document it in WIC system.
3.2.2	Perform Participant Referrals						Capture referrals made to/from EPI.
3.2.2.1	Track Incoming and Outgoing Referrals						
3.2.2.1 Process	<ul style="list-style-type: none"> Accept user entered participant referral data Update Referral data store Provide Voter Registration Information Provide Voter Registration Information Accept user input of participants offered voter registration services Create Voter Registration Report Determine Immunization Status Screen and Refer Participant for Immunization Services Accept user input of immunization status, data sharing, and referral information and update Participant, Participant Health, and Referral data stores Display list of participants by immunization status, using sort parameters Generate lists of participants who have granted consent for sharing with outside entities 						
3.2.3	Provide Voter Registration Information						
3.2.3.1	Provide Voter Registration Information						
3.2.3.1 Process	<ul style="list-style-type: none"> Accept user input of participants offered voter registration services Create Voter Registration Report Determine Immunization Status Screen and Refer Participant for Immunization Services Accept user input of immunization status, data sharing, and referral information and update Participant, Participant Health, and Referral data stores Display list of participants by immunization status, using sort parameters Generate lists of participants who have granted consent for sharing with outside entities 						
3.2.4	Determine Immunization Status						
3.2.4.1	Screen and Refer Participant for Immunization Services						
3.2.4.1 Process	<ul style="list-style-type: none"> Accept user input of immunization status, data sharing, and referral information and update Participant, Participant Health, and Referral data stores Display list of participants by immunization status, using sort parameters Generate lists of participants who have granted consent for sharing with outside entities 						
3.3	Food Management						
3.3.1	Maintain Food Categories/Subcategories						
3.3.1.1	Maintain Food Category/Subcategory Table						
3.3.1.1 Process	<ul style="list-style-type: none"> Add or update new approved foods and store in Category/Subcategory data store 						TN WIC has prepared a category/subcategory list of food items based on the federal model.
3.3.2	Maintain Foods and Food Package Information						
3.3.2.1	Establish and Maintain Approved Foods						
3.3.2.1 Process	<ul style="list-style-type: none"> Add or update new approved foods and store in Food item data store Associate foods with a category and subcategory Set up and Maintain Food Package Data Add or update new approved food packages, associate with a participant category, and store in Food Package data store 						
3.3.2.2	Set up and Maintain Food Package Data						
3.3.2.2 Process	<ul style="list-style-type: none"> Add or update new approved food packages, associate with a participant category, and store in Food Package data store 						
3.3.2.3	Determine Food Package Proration Schedule						
3.3.2.3 Process	<ul style="list-style-type: none"> Select the appropriate food package type Calculate reductions in the food package Create or update prorated food package and assign a Food Package Identification Number Maintain UPC Database and Food Item Maximum Allowed Amounts Maintain UPC Database for WIC Authorized Foods Add, update and delete food UPCs and PLUs in the Food UPC/PLU data store Establish Food Item Maximum Allowed Amounts Using price survey or redemption data, calculate food item maximum allowed amount by peer group for each item (or food subcategory) Update Food UPC/PLU data store 						TN prorates by week. Half a package if two weeks late for pickup. For formula, 75% of package if one week late, 50% of package if two weeks late, 30% of package if three weeks late.
3.3.4	Maintain UPC Database and Food Item Maximum Allowed Amounts						
3.3.4.1	Maintain UPC Database for WIC Authorized Foods						
3.3.4.1 Process	<ul style="list-style-type: none"> Add, update and delete food UPCs and PLUs in the Food UPC/PLU data store Establish Food Item Maximum Allowed Amounts Using price survey or redemption data, calculate food item maximum allowed amount by peer group for each item (or food subcategory) Update Food UPC/PLU data store 						Select TN WIC staff will have the ability to maintain the UPC database. The WIC MIS will support the UPC database.
3.3.4.2	Establish Food Item Maximum Allowed Amounts						
3.3.4.2 Process	<ul style="list-style-type: none"> Using price survey or redemption data, calculate food item maximum allowed amount by peer group for each item (or food subcategory) Update Food UPC/PLU data store 						

3.4	Food Benefit Issuance					
3.4.2	Issue Benefits via EBT					
3.4.2.1	Establish EBT Account		X			X
3.4.2.1 Process	<ul style="list-style-type: none"> • Transmit the Participant Family/Household Identification Number and cardholder/HOH information to the EBT system for establishing a new EBT account • Receive a response from the EBT system indicating the results of the account set-up process 					
3.4.2.2	Add Participant(s) to an Account		X			X
3.4.2.2 Process	<ul style="list-style-type: none"> • Transmit participant data to the EBT system for establishing a new participant record in the EBT account • Receive a response from the EBT system indicating the results of adding the participant to the account 					
3.4.2.3	Issue Electronic Benefits		X			X
3.4.2.3 Process	<ul style="list-style-type: none"> • Transmit benefit data (batch or real time) to the EBT system for issuing benefits to the EBT account • Receive a response (batch or real time) from the EBT system indicating the results of the benefit issuance process • Update the count of participants for the month and store in the Participation data store for later reporting and management purposes • Update the estimated food benefit obligation value for the month and store in the Obligation data store for labor reporting and management purposes 					
3.4.2.4	Issue EBT Card		X			X
3.4.2.4 Process	<ul style="list-style-type: none"> • An over-the-counter card is selected from the clinic inventory and the card number is selected, keyed into, or obtained by the system through a card reading device. • The cardholder selects a PIN using a PIN selection device. The PIN is transmitted from the device to the EBT system or smart card depending on technology used. • Transmit the card number and Participant Family/Household Identification Number (and/or optionally Participant Identification Number) to the EBT system for linking the card to the EBT account • Receive a response (real time or batch) from the EBT system indicating the results of the card issuance process 					Allow for more than one card to be issued to a household.
3.4.2.5	Obtain Account Balance		X			X
3.4.2.5 Process	<ul style="list-style-type: none"> • Send balance inquiry message. • Offline: Read card balance from EBT card. • Online: Transmit a message requesting the current account balance to the EBT system. The message will include Participant Family/Household Identification Number (or, optionally, Participant Identification Number), or other data element to be used in identifying the account from which to retrieve the account balance. • Receive a response from the EBT card or the EBT system containing the account balance data. 					
3.4.2.6	Update EBT Account Information		X			X
3.4.2.6 Process	<ul style="list-style-type: none"> • Transmit family/household and/or participant data to the EBT system for updating account demographic data in the system • Receive a response from the EBT system indicating the results of updating the account information 					
3.4.2.7	Remove Participant(s) from an Account		X			X
3.4.2.7 Process	<ul style="list-style-type: none"> • Transmit participant data to the EBT system for removing a participant from the EBT account. • Receive a response from the EBT system indicating this action. 					
3.4.2.8	Process Changes to Electronic Benefits (Benefit Adjustments, Voids and Reissuance)		X			X
3.4.2.8 Process	<ul style="list-style-type: none"> • Transmit benefit data to the EBT system for updating benefits in the EBT account. • Receive a response from the EBT system indicating the results of updating benefits in the EBT account. • This may be implemented by the EBT system as a complete void and reissue of benefits or as an adjustment to existing benefits. Both capabilities may be necessary. 					

3.4.2.9	Process Changes to EBT Card (Status Changes/Card Replacements) <ul style="list-style-type: none"> For status changes, the system transmits Participant Family/Household Identification Number, Participant Identification Number, or current card number (PAN) (if known) along with the Card Status Change/Replacement Reason Code 37 to the EBT system to update the card status and/or hot card list 	X		X
3.4.2.9 Process	<ul style="list-style-type: none"> Receive a response from the EBT system indicating the results of the card status change process For card replacements, the new card number (PAN) is entered into the system or obtained by the system through a card reading device. The system transmits the new card number (PAN) and the reason code, date, and Participant Family/Household Identification Number or Participant Identification Number to the EBT system for linking the card to the EBT account and updating the status of the old card Receive a response from the EBT system indicating the results of the card replacement process 			
3.5	Food Benefit Redemption, Settlement and Reconciliation			
3.5.3	Pay Vendor for Food Benefits Redeemed via EBT			
3.5.3.1	Process Vendor Payment	X		X
3.5.3.1 Process	<ul style="list-style-type: none"> Retrieve Transaction History Data Calculate vendor credits/State WIC debits Create payment file (i.e., ACH file) Initiate process to perform electronic funds transfer (i.e., ACH credit) for transmission to vendor bank Reconcile EBT Benefits 			
3.5.4	Retrieve Benefit Issuance File	X		X
3.5.4.1	Retrieve benefit issuance file for all benefits that have Food Item Prescribed First Date to Spend within the specific timeframe that will be reconciled			
3.5.4.1 Process	Retrieve Transaction History Data /Reconcile Redeemed, Adjusted, Voided, and Expired Benefits with Issuance File	X		X
3.5.4.2	Obtain transaction history data and identify benefit redemption, expiration, void and adjustment data			
3.5.4.2 Process	<ul style="list-style-type: none"> Compare issued benefits to redeemed, expired, voided and adjusted benefits at the family/household level by category/subcategory Post redemption data back to family/household records Compare total amount paid to vendors with drawdown amount and obligation estimates Display or provide report of reconciliation discrepancies Calculate food item average redemption amounts for all vendors, for all vendors excluding WIC A50 vendors, for only WIC A50 vendors, and by peer group and updated the Food Item data store. 			
3.6	Financial Management			
3.6.1	Manage Grants and Budgets			
3.6.1.1	Track Grants	X		
3.6.1.1 Process	<ul style="list-style-type: none"> Accept user input of grant funding information Adjust the State grant to correspond to Federal fiscal year funding Calculate total available Federal and State funds for all grant types Update Grant data store 			

3.6.1.2	Mainline State Agency Budget Information					
3.6.1.2 Process	<ul style="list-style-type: none"> Calculate adjusted total available Federal and State funds for Food Calculate adjusted total available Federal and State funds for NSA Calculate total NSA budget for local agencies Calculate total NSA budget for the State agency Update Grant and NSA Budget data stores 					
3.6.1.3	Mainline Local Agency Budget Information					
3.6.1.3 Process	<ul style="list-style-type: none"> Record budget information for each local agency Update NSA data store 			X		
3.6.2	Monitor Program Expenditures					
3.6.2.1	Monitor NSA Expenditures					
3.6.2.1 Process	<ul style="list-style-type: none"> Calculate actual NSA expenditures from State and local agency expenditure reports Calculate any unliquidated NSA obligations for upcoming months Update expenditures to date in the NSA data store Compare expenditures as a proportion of the budget amounts for each category 					
3.6.2.2	Monitor Food Expenditures					
3.6.2.2 Process	<ul style="list-style-type: none"> Retrieve the estimate of future month food obligations from the Future Obligation By Month data store For systems issuing benefits via paper, retrieve the estimated food instrument redemption values for the month, and past months that are not closed out. For systems issuing benefits via EBT, retrieve the estimate of gross food obligations for the report month, and past months that are not closed out, from the monthly estimated redemption value of food issued for each household For each upcoming month, add any estimates for breast pump costs that will be purchased with food funds Retrieve any vendor collections, participant collections and program income from the Grants data store and subtract the estimated amount the State agency expects to use from the obligation amount Retrieve estimated rebates from the Rebate data store Subtract the estimated rebates, from the food obligation balance to get the net obligation (Note: The system should revise net obligations each month as actual outlay data are received) 			X		
3.6.2.2 Process	<ul style="list-style-type: none"> For systems issuing benefits via paper, retrieve the total of all redemptions by issue month. For systems issuing benefits via EBT, retrieve actual food outlays from the EBT system Subtract any vendor or participant collections, other credits, and program income needed to fund food outlays for the month Add any food expenditures for breast pump costs to the outlays Retrieve the total value of rebates billed from the Rebate data store and subtract the rebates billed from actual outlays to arrive at the net federal outlays for each issue month Use projected participation and food cost data to estimate future months obligations Calculate an estimate of future expenditures under various scenarios using different food cost and/or participation variables Store future obligations by month in the Future Months Obligation data store Manage Cash Flow 					
3.6.2.3	Manage Cash Flow					
3.6.2.3 Process	<ul style="list-style-type: none"> Calculate the total cash inflows by adding Federal grants, State grants, manufacturer rebates, program income and vendor/participant collections from the Grants data store Calculate total cash outflows by adding vendor payments and NSA expenditures from the Outlays and NSA Expenditure data stores Calculate the current cash balances for NSA and food funds by adding total cash inflows to the previous cash balance for each and subtracting the total cash outflows 					
3.6.3	Process Manufacturer Rebates					
3.6.3.1	Estimate Total Annual Rebates					
3.6.3.1 Process	<ul style="list-style-type: none"> Capture information about Rebate manufacturer Calculate the number of infants estimated to receive each type and form of infant formula (estimated infant participation less the number of infants receiving non-contract and exempt infant formula and fully breastfed) Calculate the total number of units expected to be purchased by multiplying the estimated number of infants times an estimated number of units per infant by type and form of infant formula Calculate the estimated total rebate by multiplying the rebate for each type and form of infant formula by the estimated number of units for each infant formula by type and form Calculate the total estimated rebate amount from the sum of the rebates for all of the individual infant formula types and form and store in the Rebate data store 			X		

3.6.3.2	Calculate Rebate and Prepare Invoice <ul style="list-style-type: none"> For systems that issue benefits via EBT, retrieve the food item transaction data for infant formula from the rebate data store and multiply the number of units purchased by the rebate rate for each type/form For systems that issue benefits via paper, retrieve redemption data and calculate number of units of each type and form of the rebated items that were redeemed using vendor peer group or shelf prices. The system must estimate the actual number of units of redeemed infant formula, taking into account the number of full versus partial infant formula packages, to ensure that the invoice for rebates is as close as possible to the actual number of units purchased Calculate the rebate for each product form and type by multiplying the rebate rate by the number of units of each type/form purchased Prepare rebate invoice for the manufacturer and/or create electronic file with invoice data for submission to rebate manufacturer Monitor Rebate Collections As rebate payments are received, enter the amount collected 	X	X	
3.6.3.3	Monitor Rebate Collections	X		
3.7	Caseload Management			
3.7.1	Capture and Maintain Caseload Data			
3.7.1.1	Capture Data on Potentially Eligible Population			
3.7.1.1 Process	<ul style="list-style-type: none"> Add, update, or delete potentially eligible population data Update the Caseload - State Agency and Caseload - Local Agency data stores Capture Historical Participation Data 			
3.7.1.2	Retrieve participation data for each local agency from the Caseload- Local Agency and Participation data stores			
3.7.1.2 Process	<ul style="list-style-type: none"> Update the Caseload- Local Agency data store 			
3.7.2	Allocate Caseload			
3.7.2.1	Determine Maximum State Caseload			
3.7.2.1 Process	<ul style="list-style-type: none"> Adjust monthly State agency caseload with any caseload achievement rate factor Adjust monthly caseload to allow for participation levels fluctuations and/or targeted growth or reduction rates Store maximum State agency caseload level by month in Caseload- State Agency data store 			
3.7.2.2	Prepare Local Agency Caseload Allocation Estimates			
3.7.2.2 Process	<ul style="list-style-type: none"> Retrieve data from the Caseload- State Agency and Caseload- Local Agency data stores Assign caseload to local agencies according to the State caseload allocation formula Provide "what if" analysis capability to demonstrate the impact on caseload allocation by changing the formula and/or data used for calculating State and local caseload allocations Record Caseload Allocations 			
3.7.2.3	Collect and store local agency caseload allocation in Caseload- Local Agency data store			
3.7.2.3 Process	<ul style="list-style-type: none"> Compare sum of local agency caseload allocations to maximum state allocation Update Caseload-Local Agency data store with monthly caseload assignment 			
3.7.3	Monitor Caseload			
3.7.3.1	Track Actual Participation	X	X	
3.7.3.1 Process	<p>The following analyses may be made for each local agency.</p> <ul style="list-style-type: none"> Calculate caseload achievement rate and current rate of change (from previous months) in caseload achievement rate Store in Caseload- Local Agency data store Update Participation data store 			
3.7.3.2	Conduct Caseload Reallocations			
3.7.3.2 Process	<ul style="list-style-type: none"> Monitor participation, food package costs, and expenditure data for significant changes from the original data used to allocate caseload If significant changes occur, input the necessary updated data and recalculate caseload allocations Collect and store local agency caseload allocation in Caseload- Local Agency data store Compare sum of local agency caseload allocations to the State agency total caseload allocation Update Caseload-Local Agency data store with monthly caseload assignment 			

3.8	Operations Management				
3.8.1	Monitor Administrative Operations				
3.8.1.1	Maintain Information on Regions and Clinics		X		TN WIC site numbers are made up of the region/metro number + county number + clinic number.
3.8.1.1 Process	Input data on local agencies and clinics and store in Local Agency and Clinic data stores				
3.8.1.2	Save local agency and clinic data				
3.8.1.2 Process	Analyze Regional Operations		X		
	Retrieve information on local agency and clinics from the Local Agency and Clinic data stores				
	Retrieve data from other applicable data stores (e.g., number of participants served from the Participation data store, "no show" data from the Scheduled Appointment data store)				
	Calculate applicable factors				
	Prepare analysis report by local agency/clinic of participant to staff type and square foot of space				
3.8.1.3	Support Clinic/Patient Flow Monitoring		X		
3.8.1.3 Process	Retrieve data for the specific type of analysis being performed				
	Calculate appropriate values for the type of analysis being performed				
	Compare values to Statewide standards, if applicable				
3.8.2	Manage Participant Outreach				
3.8.2.1	Maintain Outreach List for Clinics		X		
3.8.2.1 Process	Add, update or delete outreach organizations				
	Store in Outreach data store				
3.8.2.2	Track Outreach Campaign Activities		X		
3.8.2.2 Process	Retrieve Participant-Source of Info About WIC data from Participant data store				
	Accept user input of Outreach Campaign Cost				
	Retrieve data on the number of participants for each local agency involved in the campaign from the Participation data store for the month before and after the outreach campaign				
	Compute the participation difference between the participation for the month before and after the outreach campaign				
	Divide the cost by the participant difference to obtain a cost per participant				
3.8.3	Monitor Customer Service				
3.8.3.1	Document and Track WIC Customer Service Calls		X		
3.8.3.1 Process	Accept input of service requested code into the Customer Service data store or create new customer service record				
	Assign appropriate call type and enter call information, including disposition if available				
	Update Customer Service data store				
3.8.3.2	Document Complaints		X		
3.8.3.2 Process	Input complaint data on participant/vendor/staff member in the Complaint data store in a new complaint record or as an update to an existing complaint record				
	Link the complaint data to the appropriate record using the participant/vendor/staff member unique identifier				
	Generate report of complaints for follow-up action				
3.8.3.3	Track Call or Complaint Outcomes		X		
3.8.3.3 Process	Accept staff input related to call or complaint				
	Update data in Customer Service or Complaint data store				
3.8.4	Provide Survey Capability				
3.8.4.1	Monitor Participants' Views of WIC Program Services		X		
3.8.4.1 Process	Design survey instrument and update Survey Questionnaire and Survey Question data stores				
	Accept user entered survey results and update Survey Response data store				
	Generate analysis of survey responses				
3.8.5	Maintain Inventory				

3.11	System Administration			
3.11.1	Maintain System Data Tables			
3.11.1.1	Maintain System Code Table Data		X	
3.11.1.1 Process	<ul style="list-style-type: none"> Edit new and updated data elements Store edited data in appropriate data code table 			
3.11.2	Administer System Security			
3.11.2.1	Locate User Record		X	
3.11.2.1 Process	<ul style="list-style-type: none"> Compare data search criteria with existing database records Display records that match search criteria Allow user to access the data record(s) matching search criteria 			
3.11.2.2	Maintain User Identification		X	
3.11.2.2 Process	<ul style="list-style-type: none"> Create User Identification (if not entered) Store edited user data in the User data store 			
3.11.2.3	Maintain User Capabilities		X	
3.11.2.3 Process	<ul style="list-style-type: none"> Accept user-entered user access function and function privileges Validate user identification and capability data Store or update capability data in the User Access data store 			
3.11.2.4	Monitor Unauthorized Access		X	
3.11.2.4 Process	<ul style="list-style-type: none"> Record user ID, date, time, and terminal location or IP address for each unauthorized access attempt Generate Unauthorized Access Report upon request 			
3.11.2.5	Monitor Record Updates		X	
3.11.2.5 Process	<ul style="list-style-type: none"> Record user ID, date, and time each change to system data Create Audit File 			
3.11.3	Manage System			
3.11.3.1	Perform System Back-Up/Restoration		X	
3.11.3.1 Process	<ul style="list-style-type: none"> Initiate timed back-up procedure Create Back-Up File Load Back-Up File Copy Back-Up File to Database 			
3.11.3.2	Import/Export Data Files		X	
3.11.3.2 Process	<ul style="list-style-type: none"> Retrieve Data Format Data Create export file Receive import file 			
3.11.3.3	Update system database with data from import file		X	
3.11.3.3 Process	<ul style="list-style-type: none"> Provide Version Control Log software version release Install new software at the host 			
3.11.4	Archive System Data			
3.11.4.1	Archive and Restore Historical Data		X	
3.11.4.1 Process	<ul style="list-style-type: none"> Copy historical data to storage medium based on user-provided date parameters Strip archived data from the system 			
3.11.4.2	Purge Unnecessary Data		X	
3.11.4.2 Process	<ul style="list-style-type: none"> Load data files or individual records according to user-specified parameters Purge Unnecessary Data Retrieve data that meets the purge parameters Strip data to be purged from the system 			
3.12	Reporting			
3.12.1	Generate Standard Reports			
3.12.1.1	Generate Standard Reports		X	
3.12.1.1 Process	<ul style="list-style-type: none"> Accept user input of selected report Generate report 			
3.12.2	Conduct Ad Hoc Queries and Generate Reports			
3.12.2.1	Conduct Ad Hoc Queries and Generate Reports		X	
3.12.2.1 Process	<ul style="list-style-type: none"> Accept user input of selection parameters and query system Display results and generate reports 			
3.12.3	Maintain Data Warehouse			
3.12.3.1	Maintain Data Warehouse		X	
3.12.3.1 Process	<ul style="list-style-type: none"> Transmit and store appropriate information in the data warehouse Accept user input of data selection parameters and query system Display results and generate report 			

All reports must be generated at one of five levels - State, Region, Local Agency, County and Clinic or a combination of more than one level. Reports must have capability to be produced for one or multiple organizations within the level being reported by a specific date, calendar month or date range.

System Wide Requirements								
<i>Open System Architecture</i>								
System must be built employing open system architecture							X	
<i>Design Flexibility</i>								
Configuration must be table driven with an associated audit							X	
System parameters must be configurable								
Search capability to locate records such as but not limited to participants and vendors								
Be adequately flexible to keep up with ever changing technology and WIC regulations								
Be adequately flexible by enable/disable switches for specific functionality								
<i>Legacy System Data Conversion</i>								
All relevant WIC data in the existing WIC system must be converted to the new system to prevent having to re-enter all data							X	
All data conversion must be supported by automated conversion processes that address referential integrity, handle and correct common data anomalies, data cleansing in an automated fashion when possible, and handling of new data elements including population of null values when necessary.								
The system will report data conversion errors.								
<i>User Interface</i>								
Provide a graphical user interface							X	
All screens require names for identification purposes								
Allow user to print screens in a printer friendly format								
Context sensitive help for all screens, processes and fields is required. (e.g., Windows style - menu bar and "right click" pop-up selection items). The system must supply on-line context sensitive help for all screens and processes and the ability to print Help instructions in a printer friendly format.								
Automatically retrieve data from appropriate sources and populate applicable data fields. For example, if mailing and physical address are the same, auto-populate one field based on the other.								
Carry forward data from appropriate fields and populate applicable data fields								
Edit data against existing data to identify and flag potential conflicts or errors in data and accept correction								
Facilitate data entry using standard accepted practices deployed in Web applications, as applicable. For example, list boxes for all code fields, entry of a letter to take user to desired appropriate selections, type ahead options, etc								
Provide field level on-screen edits (e.g., valid ethnic, migrant and other codes, within reasonable range) with configurable user-friendly error messages								
Have clear and/or cancel functionality on all data entry screens								
Provide the ability to navigate from field-to-field or screen-to-screen using multiple methods of navigation rather than having to follow a prescribed order. The system must provide a navigation bar or other advanced navigation method								
Inactive fields are disabled until required fields are filled in or calculated, when necessary								
Cursor must automatically advance to the next logical input field when the maximum allowed numbers of characters have been entered for the keyed field after data validation has occurred								
Selections from drop-down boxes must automatically take you to the next field. If the user types it in, the user tabs or hits enter to the next field								

	<p>Interface Requirements</p> <p>System must produce for electronic export to the Center for Disease Control and Prevention (CDCP), the required and optional data elements in the form needed to participate in both the prenatal and pediatric nutrition surveillance programs, as required at the time of system design.</p> <p>System must produce and provide to USDA data with the required and optional data elements, as required at the time of system design, in the required format.</p> <p>System must produce the USDA's requirements for annual reporting of vendor management results for electronic export, a.k.a. The Integrity Profile (TIP), as required at the time of system design.</p> <p>System must interface with the financial institutions that have responsibility for making payments to authorized vendors based on food benefits redeemed. The requirement includes the functional ability for transferring issuance records to a bank and receipt of payment records from the bank in electronic form compatible with UCC and ISO standards.</p> <p>System must provide an output file for sharing with bordering tribal agencies and geographic states for each state to detect potential dual participants.</p> <p>System must interface with the existing PTBMIS and the future EPI in order to deliver a comprehensive, seamless, fully integrated automated health information system that will support the current and future automation needs of the TN Department of Health.</p> <p>System must interface with the EBT processor for payment and reconciliation.</p> <p>System must interface with the EBT host to track card set up, card blocks, card locks, hot cards, issuance data and voids as well as other EBT functionality.</p> <p>System must interface with the National UPC database to compare items and capture any new food items approved for national usage by FNS.</p> <p>System must interface with the online nutrition education tool to capture nutrition education provided.</p> <p>System must provide communications interface with word processing software for individual form letters printing and group mail merge process.</p>	X
	<p>System Performance</p> <p>Provide optimum response times to all system queries and actions under normal operating situations.</p> <p>Specific response time standards will be based on the type of telecommunication capability of each site (e.g., dial-up, cable modem, T1, etc).</p> <p>System will be developed using code optimization and database tuning (related to system response time).</p> <p>Performance of the application will be measured at the server.</p>	X
	<p>System Capacity</p> <p>The system and its databases must support existing clinic casebooks (active, eligible and applicants), future caseload increases and additional clinics as needed.</p> <p>The system must be a centralized, Web-based application for all installations (State agency, region and clinics) with sufficient bandwidth to support system operations.</p> <p>Telecommunications and architecture employed in each of these instances must not adversely affect or cause significant variance in system operation, appearance, or navigation. When suitable bandwidth becomes available, it must support off-line sites.</p>	X
	<p>Edits and Calculations</p> <p>Validation checks on edits should include relational or cross-field edits such as participant number and participant name. Table validations such as ethnicity codes must also be included. All edits must be done on the front-end, invalid entries must be immediately identified to the user rather than being posted to the database.</p> <p>All calculated data must be accurate and all calculations must be specified in detail in the system documentation. Any rounding of numbers or similar adjustment must be explicitly stated.</p>	X
	<p>Data Integrity</p> <p>The integrity of the data must be protected and ensured across all system installations inclusive of portable clinic use. Data must be accurate and timely. All data must be consolidated in the central system and synchronized with any stand alone or portable sites on a daily basis.</p> <p>Processing efficiency is a key design parameter. The tables must be efficiently designed and the system must make efficient use of indexes. The design must minimize redundant data populating the data base.</p>	X

E.3.9	UPC and Not To Exceed Management							
E.3.9.1	Maintain approved product list (APL)/UPC database						X	Same as MIS requirement 3.3.4.1
E.3.9.2	Calculate maximum allowed amounts						X	Same as MIS requirement 3.3.4.2
E.3.9.3	Download Approved Product List (APL) to Grocers						X	
E.3.9.4	National UPC database interface						X	
E.3.9.5	Start up UPC						X	
E.3.10	Reporting							
E.3.10.1	Calculate rebate amounts						X	Same as MIS requirement 3.6.3.2
E.3.10.2	food management/approved product list						X	
E.3.10.3	food cost management						X	
E.3.10.4	card management						X	
E.3.10.5	performance and operating metrics						X	
E.3.10.6	fraud/high risk vendor analysis						X	
E.3.10.7	ad hoc reporting						X	

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	CQUEST AMERICA INC.
EDISON VENDOR IDENTIFICATION NUMBER:	2359 Edison ID 209841

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.

H. KEVIN DAVIES

PRINTED NAME AND TITLE OF SIGNATORY

07/02/2017

DATE OF ATTESTATION