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STATE OF TENNESSEE  
CENTRAL PROCUREMENT OFFICE

REQUEST FOR QUALIFICATIONS  
FOR  
SYSTEMS INTEGRATION (SI) SERVICES  
**RFQ # 32101-15557**

Draft

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**TABLE OF CONTENTS****SECTIONS:**

1. Introduction
2. RFQ Schedule of Events
3. Response Requirements
4. General Information & Requirements
5. Procurement Process & Contract Award

**ATTACHMENTS:**

- A. Technical Response & Evaluation Guide – Mandatory Requirement Items
- B. Technical Response & Evaluation Guide – General Qualifications & Experience Items
- C. Technical Response & Evaluation Guide – Technical Qualifications, Experience & Approach Items
- D. Cost Proposal & Evaluation Guide
- E. Statement of Certifications & Assurances
- F. Reference Questionnaire
- G. *Pro Forma* Contract
- Attachment 1 – Attestation RE Personnel Used in Contract Performance
- Attachment 2 – Liquidated Damages
- Attachment 3 – Deliverables Table
- Attachment 4 – List of Notices
- H. Proposer's Library
- I. HIPAA Business Associate Agreement
- J. Additional Security and Privacy Information
- K. Data Sources Information
- L. Additional SDLC and Operations and Maintenance Information
- M. Detailed Current State, Future State, and Roadmap Information
- N. Additional Service Level Agreements Information
- O. Requirements Traceability Overview and Matrix

14

15

## 16 **1 INTRODUCTION**

17 The State of Tennessee, Central Procurement Office, hereinafter referred to as “the State,” has issued  
18 this Request for Qualifications (“RFQ”) to define mandatory goods or services requirements; solicit  
19 responses; detail response requirements; and, outline the State’s process for evaluating responses and  
20 selecting a Respondent for contract award to provide the needed goods or services.

21 Through this RFQ or any subsequent solicitation, the State seeks to buy the requested goods or services  
22 at the most favorable, competitive prices and to give ALL qualified businesses, including those that are  
23 owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises, the  
24 opportunity to do business with the state as contractors or subcontractors.

### 25 **1.1 Statement of Procurement Purpose**

26 1.1.1 The purpose of this RFQ is to solicit proposals for the design, develop , test, implement and  
27 operations and maintenance of a new system to modernize and enhance eligibility  
28 determination, redetermination and eligibility appeals for the State of Tennessee’s Medicaid  
29 program (TennCare) and Children’s Health Insurance Program (CHIP, known as CoverKids in  
30 Tennessee).

31 1.1.2 The goal of the project is to modernize all aspects of Medicaid eligibility operations, enabling  
32 the State to administer all Medicaid eligibility determinations and related appeals functions.  
33 This modernization must improve processes currently undertaken, and also include taking  
34 over responsibility for eligibility determinations based on Modified Adjusted Gross Income  
35 (MAGI) that are currently performed by the Federally Facilitated Marketplace (FFM).  
36 Additionally, the project will Leverage Service Oriented Architecture (SOA) principles to  
37 develop an extensible architecture that will comply with CMS’ Medicaid Information  
38 Technology Architecture (MITA), CMS’ Seven Conditions and Standards, and national  
39 standards for security, privacy, interoperability and information sharing;

40 1.1.3 The procurement and implementation of a single, streamlined eligibility determination system  
41 for Medicaid and CHIP, along with enhancements to the State’s eligibility determination and  
42 eligibility appeals processes, will enable the State to provide its residents with a seamless  
43 customer experience providing real-time or near real-time determination of eligibility. At the  
44 forefront of this effort is a broad “no wrong door” strategy that emphasizes efficiently capturing  
45 eligibility data electronically, regardless of how applicants choose to provide it, while  
46 promoting self-service and reducing transaction costs.

### 47 **1.2 Pre-Response Conference**

48 A Pre-Response Conference will be held at the time and date detailed in the RFQ Schedule of Events,  
49 RFQ § 2. Pre-Response Conference attendance is not mandatory, and potential Respondents may be  
50 limited to a maximum number of attendees depending upon overall attendance and space limitations.  
51 Please contact the Solicitation Coordinator to RSVP for the Pre-Response Conference. The Conference  
52 will be held at:

53 ADDRESS/LOCATION

54 OTHER APPROPRIATE INFORMATION IF ANY

### 55 **1.3 Notice of Intent to Respond**

56 Before the Notice of Intent to Respond Deadline detailed in RFQ § 2, Schedule of Events, potential  
57 Respondents should submit to the Solicitation Coordinator, a Notice of Intent to Respond in the form of a  
58 simple e-mail or other written communication. Such notice should include the following information: the  
59 business or individual’s name (as appropriate), a contact person’s name and title, the contact person’s  
60 mailing address, telephone number, facsimile number, and e-mail address. Filing a Notice of Intent to  
61 Respond is not a prerequisite for submitting a response; however, it is necessary to ensure receipt of  
62 notices and communications relating to this RFQ.

## 63 1.4 Definitions and Abbreviations

TERM	DEFINITION
<b>24/7/365</b>	Available 24 Hours per Day, 7 Days per Week, 365 Days per Year
<b>AABD</b>	Assistance to the Aged, Blind, and Disabled
<b>ACA</b>	Affordable Care Act
<b>ACCENT</b>	Automated Client Certification and Eligibility Network for Tennessee
<b>ACID</b>	Atomicity, Consistency, Isolation, and Durability
<b>ACH</b>	Automated Clearing House
<b>AD</b>	Active Directory
<b>ADA</b>	Americans with Disabilities Act
<b>ADP</b>	Automatic Data Processing
<b>ADT</b>	Admission, Discharge, and Transfer
<b>ALM</b>	Application Lifecycle Management
<b>ANSI</b>	American National Standards Institute
<b>AOA</b>	Annual Operational Assessment
<b>APD</b>	Advance Planning Document
<b>APTC</b>	Advanced Premium Tax Credit
<b>ARRA</b>	American Recovery and Reinvestment Act of 2009
<b>ARB</b>	Architectural Review Board
<b>ARS</b>	Acceptable Risk Safeguards
<b>ATC</b>	Authority to Connect
<b>ATO</b>	Authority to Operate
<b>ATP</b>	Account Transfer Process
<b>BABOK</b>	Business Analysis Body of Knowledge
<b>BC / DR</b>	Business Continuity and Disaster Recovery
<b>BAM</b>	Business Activity Monitoring
<b>BCC</b>	Breast and Cervical Cancer
<b>BCP</b>	Business Continuity Plan
<b>BEERS</b>	Beneficiary Earnings Exchange Record System
<b>BENDEX</b>	Beneficiary Data Exchange System
<b>BI</b>	Business Intelligence
<b>BIA</b>	Business Impact Analysis

TERM	DEFINITION
<b>BOM</b>	Business Operating Model
<b>BPEL</b>	Business Process Execution Language
<b>BPM</b>	Business Process Management
<b>BRD</b>	Business Requirements Document
<b>BRE</b>	Business Rules Engine
<b>BRMS</b>	Business Rules Management System
<b>BRSD</b>	Business and System Requirements Document
<b>BSD</b>	Business Services Descriptions
<b>BU / R</b>	Back Up and Recovery
<b>BVTQ</b>	Business Value Technical Quality
<b>CAB</b>	Change Advisory Board
<b>CAP</b>	Corrective Action Plan
<b>CASE</b>	Computer-Aided Software Engineering
<b>CBT</b>	Computer Based Training
<b>CCB</b>	Change Control Board
<b>CCIIO</b>	Center for Consumer Information and Insurance Oversight
<b>CCT</b>	Care Coordination Tool
<b>CD-R</b>	Recordable Compact Disc
<b>CD</b>	Control Directive
<b>CEH</b>	Certified Ethical Hacker
<b>CFR</b>	Code of Federal Regulations
<b>CHIP</b>	Children's Health Insurance Program
<b>CI</b>	Configuration Item
<b>CIO</b>	Chief Information Officer
<b>CIP</b>	Continuous Improvement Process
<b>CISM</b>	Certified Information Security Manager
<b>CISSP</b>	Certified Information Systems Security Professional
<b>CIT</b>	Component Integration Testing
<b>CM</b>	Control Memorandum
<b>CMDB</b>	Configuration Management Database
<b>CMPPA</b>	Computer Matching and Privacy Protection Act of 1988
<b>CMMI</b>	Capability Maturity Model Integration

TERM	DEFINITION
<b>CMOD</b>	Content Manager OnDemand
<b>CMS</b>	Centers for Medicare and Medicaid Services
<b>COBIT</b>	Control Objectives for Information and Related Technology
<b>COC</b>	Change of Circumstance
<b>COO</b>	Chief Operations Officer
<b>COTS</b>	Commercial Off-the-Shelf
<b>CPO</b>	Chief Privacy Officer
<b>CPU</b>	Central Processing Unit
<b>CRISC</b>	Certified in Risk and Information Systems Control
<b>CRM</b>	Customer Relationship Management
<b>CSF</b>	Critical Success Factors
<b>CSI</b>	Continual Service Improvement
<b>CSR</b>	Cost Sharing Reductions
<b>CSO</b>	Chief Security Officer
<b>CTO</b>	Chief Technology Officer
<b>DAC</b>	Disabled Adult Child
<b>DB</b>	Database
<b>DBE</b>	Diversity Business Enterprise
<b>DBMS</b>	Database Management System
<b>DCS</b>	Department of Children's Services
<b>DDI</b>	Design, Development, and Implementation
<b>DED</b>	Deliverable Expectations Document
<b>DHHS</b>	U.S. Department of Health and Human Services
<b>DHS</b>	Department of Human Services (State of Tennessee)
<b>DIFSLA</b>	Disclosure of Information to Federal, State, and Local Agencies
<b>DISA</b>	Defense Information Systems Agency
<b>DNS</b>	Domain Name System
<b>DOJ</b>	Department of Justice
<b>DOH</b>	Department of Health
<b>DRE</b>	Defect Removal Efficiency
<b>DRP</b>	Disaster Recovery Plan
<b>DUNS</b>	Data Universal Numbering System

<b>TERM</b>	<b>DEFINITION</b>
<b>EA</b>	Enterprise Architecture
<b>ECM</b>	Enterprise Content Management
<b>EDA</b>	Event Driven Architecture
<b>EDBC</b>	Eligibility Determination and Benefit Calculation
<b>EDI</b>	Electronic Data Interchange
<b>EES</b>	Eligibility and Enrollment Solution
<b>ELC</b>	Enterprise Life Cycle
<b>EMP</b>	Eligibility Modernization Project
<b>EMPPA</b>	Eligibility Modernization Project Process Agreement
<b>EMS</b>	Emergency Medical Services
<b>EOG</b>	Eligibility Operations Group
<b>EPAL</b>	Enterprise Privacy Authorization Language
<b>EPIC</b>	Enterprise Portfolio Investment Committee (State of Tennessee)
<b>ERA</b>	Enterprise Reference Architecture
<b>ESB</b>	Enterprise Service Bus
<b>ESM</b>	Enterprise System Modernization
<b>ETL</b>	Extract, Transform, and Load
<b>FAS</b>	Financial Accounting Standards
<b>FAT</b>	Final Acceptance Testing
<b>FDD</b>	Functional Design Document
<b>FDDR</b>	Final Detailed Design Review
<b>FDSH</b>	Federal Data Services Hub
<b>FFATA</b>	Federal Funding Accountability and Transparency Act
<b>FFM</b>	Federally Facilitated Marketplace
<b>FFP</b>	Federal Financial Participation
<b>FIPPS</b>	Fair Information Protection Principles
<b>FIPS</b>	Federal Information Processing Standards
<b>FISMA</b>	Federal Information Security Management Act
<b>FOA</b>	Funding Opportunity Announcement
<b>FPL</b>	Federal Poverty Level
<b>FRR</b>	Financially Responsible Relatives
<b>FTE</b>	Full-time Equivalent

TERM	DEFINITION
<b>FTI</b>	Federal Tax Information
<b>FTP</b>	File Transfer Protocol
<b>GCIH</b>	GIAC Certified Incident Handler
<b>GIAC</b>	Global Information Assurance Certification
<b>GLBA</b>	Graham-Leach-Bliley Act of 1999
<b>Go-DBE</b>	Governor's Office of Diversity Business Enterprise
<b>GPEN</b>	GIAC Penetration Tester
<b>GSE</b>	GIAC Security Expert
<b>GUI</b>	Graphical User Interface
<b>GWAPT</b>	GIAC Web Application Penetration Tester
<b>HCFA</b>	Division of Health Care Finance and Administration (State of Tennessee)
<b>HHS</b>	United States Department of Health and Human Services
<b>HIE</b>	Health Information Exchange
<b>HIPAA</b>	Health Insurance Portability and Accountability Act of 1996
<b>HITECH</b>	Health Information Technology for Economic and Clinical Health Act
<b>HP</b>	Hewlett-Packard (contractor)
<b>HR</b>	Human Resources
<b>HTML</b>	Hyper Text Markup Language
<b>HTTP</b>	Hypertext Transfer Protocol
<b>HVAC</b>	Heating, Ventilation, and Air Conditioning
<b>IaaS</b>	Infrastructure as a Service
<b>IAM</b>	Identity and Access Management
<b>IBM</b>	International Business Machines
<b>ICD</b>	Interface Control Document
<b>ICMP</b>	Internet Control Message Protocol
<b>IEA</b>	Information Exchange Agreement
<b>IEEE</b>	Institute of Electrical and Electronics Engineers
<b>IEM</b>	Interim Eligibility System
<b>ILT</b>	Instructor Led Training
<b>IMS</b>	Integrated Master Schedule
<b>IRC</b>	Internal Revenue Code

TERM	DEFINITION
<b>IRS</b>	Internal Revenue Service
<b>IS</b>	Information Systems
<b>ISAPI</b>	Internet Server Application Programming Interface
<b>ISC</b>	Information Systems Council (State of Tennessee)
<b>ISCM</b>	Information Security Continuous Monitoring
<b>ISO</b>	International Organization for Standardization
<b>IT</b>	Information Technology
<b>IT-ABC</b>	Information Technology Assessment and Budget Committee
<b>ITIL</b>	Information Technology Infrastructure Library
<b>ITSM</b>	Information Technology Service Management
<b>IVR</b>	Interactive Voice Response
<b>IV&amp;V</b>	Independent Verification and Validation
<b>JAD</b>	Joint Application Development
<b>KBA</b>	Knowledge Based Authentication
<b>KPI</b>	Key Performance Indicator
<b>LAN</b>	Local Area Network
<b>LTSS</b>	Long Term Services and Supports
<b>MAGI</b>	Modified Adjusted Gross Income
<b>MARS-E</b>	Minimum Acceptable Risk Standards for Exchanges
<b>MCO</b>	Managed Care Organization
<b>MDM</b>	Master Data Management
<b>MESMA</b>	Medicaid Eligibility System Market Assessment
<b>MEQC</b>	Medicaid Eligibility Quality Control
<b>MFA</b>	Multi-Factor Authentication
<b>MITA</b>	Medicaid Information Technology Architecture
<b>MITS</b>	Medicaid Information Technology System
<b>MMIS</b>	Medicaid Management Information System
<b>MMP</b>	Medicaid Modernization Program
<b>MPI</b>	Master Patient Index
<b>MS</b>	Microsoft
<b>MSP</b>	Medicare Savings Program
<b>NARA</b>	National Archives and Records Administration

TERM	DEFINITION
<b>NDC</b>	North Data Center
<b>NCPD</b>	Notice of Calculation of Potential Damages
<b>NFR</b>	Non-Functional Requirements
<b>NHSIA</b>	National Human Services Interoperability Architecture
<b>NIAD</b>	Notice of Intent to Assess Damages
<b>NIEM</b>	National Information Exchange Model
<b>NIH</b>	National Institutes of Health
<b>NIST</b>	National Institute of Standards and Technology
<b>NOC</b>	Network Operations Center
<b>NPD</b>	Notice of Potential Damages
<b>O&amp;M</b>	Operations and Maintenance
<b>OASDI</b>	Old Age, Survivor, and Disability Insurance
<b>OCM</b>	Organizational Change Management
<b>OCMT</b>	Organizational Change Management and Training
<b>OCR</b>	Optical Character Recognition
<b>ODM</b>	Operational Decision Manager
<b>ODS</b>	Optional Data Store
<b>OeHI</b>	Tennessee Office of eHealth Initiatives
<b>OIR</b>	Office of Information Resources (State of Tennessee)
<b>OLAP</b>	Online Analytical Processing
<b>OLTP</b>	Online Transaction Processing
<b>OMB</b>	Office of Management and Budget
<b>OPM</b>	Office of Personnel Management
<b>ORR</b>	Operational Readiness Review
<b>ORT</b>	Operational Readiness Testing
<b>OS</b>	Operating System
<b>OSB</b>	Oracle Service Bus
<b>OSSTMM</b>	Open Source Security Testing Methodology Manual
<b>PaaS</b>	Platform as a Service
<b>PARIS</b>	Public Assistance Reporting Information System
<b>PBR</b>	Project Baseline Review
<b>PDC</b>	Primary Data Center

TERM	DEFINITION
<b>PDF</b>	Adobe Portable Document Format
<b>PDMS</b>	Provider Data Management System
<b>PDU</b>	Power Distribution Units
<b>PERM</b>	Payment Error Rate Measurement
<b>PGMP</b>	Program Governance Management Plan
<b>PHI</b>	Protected Health Information
<b>PII</b>	Personally Identifiable Information
<b>PIA</b>	Privacy Impact Assessment
<b>PIPP</b>	Provider Incentive Payment Program
<b>PIR</b>	Post Implementation Review
<b>PM</b>	Project Management
<b>PMBOK</b>	Project Management Body of Knowledge
<b>PMI</b>	Project Management Institute
<b>PMLC</b>	Project Management Lifecycle
<b>PMO</b>	Project Management Office
<b>PMP</b>	Project Management Plan
<b>POA&amp;M</b>	Plan of Actions and Milestones
<b>PPA</b>	Project Process Agreement
<b>PPACA</b>	Patient Protection and Affordable Care Act
<b>QA</b>	Quality Assurance
<b>QC</b>	Quality Control
<b>QDWI</b>	Qualified Disabled Working Individual
<b>QI</b>	Qualified Individuals
<b>QM</b>	Quality Management
<b>QMB</b>	Qualified Medicare Beneficiary
<b>RACI</b>	Responsible, Accountable, Consulted, and Informed
<b>RAID</b>	Redundant Array of Independent Disks
<b>RAM</b>	Random Access Memory
<b>RDBMS</b>	Relational Database Management System
<b>RE</b>	Review Efficiency
<b>REST</b>	Representational State Transfer
<b>RFC</b>	Request for Change

TERM	DEFINITION
<b>RFQ</b>	Request for Qualifications
<b>RIDP</b>	Remote Identity Proofing
<b>RMF</b>	Risk Management Framework
<b>RMI</b>	Remote Method Invocation
<b>ROM</b>	Rough Order of Magnitude
<b>RPO</b>	Recovery Point Objective
<b>RTM</b>	Requirements Traceability Matrix
<b>RTO</b>	Recovery Time Objective
<b>SAML</b>	Security Assertion Markup Language
<b>SAN</b>	Storage Area Network
<b>SANS</b>	SysAdmin, Audit, Network, and Security Institute
<b>SAP</b>	Systems, Applications, and Products in Data Processing
<b>SAR</b>	Security Assessment Review
<b>SAS</b>	Statistical Analysis System
<b>SAT</b>	System Acceptance Testing
<b>SAVE</b>	System for Alien Verification Entitlements
<b>SBM</b>	Serena Business Manager
<b>SCHIP</b>	State Children's Health Insurance Program
<b>SCP</b>	Secure Copy
<b>SDC</b>	South Data Center
<b>SDD</b>	System Design Document
<b>SDM</b>	Solution Development Methodology
<b>SDLC</b>	Solution Development Lifecycle
<b>SDP</b>	Service Design Package
<b>SDX</b>	State Data Exchange
<b>SEO</b>	Search Engine Optimization
<b>SEP</b>	Symantec Endpoint Protection
<b>SET</b>	Secure Electronic Transaction
<b>SFTP</b>	Secure File Transfer Protocol
<b>SFY</b>	State Fiscal Year
<b>SHOP</b>	Small Business Health Options Plan
<b>SI</b>	System Integration

<b>TERM</b>	<b>DEFINITION</b>
<b>SIA</b>	Security Impact Analysis
<b>SIEM</b>	Security Information and Event Management
<b>SIT</b>	System Integration Testing
<b>SLA</b>	Service Level Agreement
<b>SLMB</b>	Specified Low Income Medicare Beneficiaries
<b>SME</b>	Subject Matter Expert
<b>SMP</b>	Security Management Plan
<b>SNAP</b>	Supplemental Nutrition Assistance Program
<b>SNMP</b>	Simple Network Management Protocol
<b>SOA</b>	Service Oriented Architecture
<b>SOAP</b>	Simple Object Access Protocol
<b>SOP</b>	Standard Operating Procedure
<b>SOW</b>	Statement of Work
<b>SP</b>	Special Publication
<b>SPMO</b>	Strategic Program Management Office
<b>SQL</b>	Structured Query Language
<b>SSA</b>	United States Social Security Administration
<b>SSDI</b>	Social Security Disability Insurance
<b>SSI</b>	Supplemental Security Income
<b>SSL</b>	Secure Socket Layer
<b>SSN</b>	Social Security Number
<b>SSO</b>	Single Sign-On
<b>SSP</b>	System Security Plan
<b>STIGs</b>	Security Technical Implementation Guides
<b>STS</b>	Strategic Technology Solutions
<b>SWICA</b>	State Wage Information Collection Agency
<b>TANF</b>	Temporary Assistance for Needy Families
<b>TARB</b>	Technical Architecture Review Board
<b>TAS</b>	Technical Advisory Services
<b>TBSM</b>	Tennessee Business Solutions Methodology
<b>TCA</b>	Tennessee Code Annotated
<b>TCO</b>	Total Cost of Ownership

TERM	DEFINITION
<b>TCRS</b>	Tennessee Consolidated Retirement System
<b>TDD</b>	Technical Design Document
<b>TEAMS</b>	Tennessee Eligibility Appeals Management System
<b>TEDS</b>	Tennessee Eligibility Determination System
<b>TLS</b>	Transport Layer Security
<b>TNHC</b>	Tennessee Health Connection
<b>TOGAF</b>	The Open Group Architecture Forum
<b>TPAES</b>	Long-Term Services and Supports' TennCare Pre-Admission Evaluation System
<b>TSR</b>	Teleservice Representative
<b>UAT</b>	User Acceptance Testing
<b>UDDI</b>	Universal Description, Discovery, and Integration
<b>UI</b>	User Interface
<b>UPS</b>	Uninterruptable Power Supply
<b>USB</b>	Universal Serial Bus
<b>USC</b>	United States Code
<b>USPS</b>	United States Postal Service
<b>VM</b>	Virtual Machines
<b>VPN</b>	Virtual Private Network
<b>VRR</b>	Validation Readiness Review
<b>WAN</b>	Wide Area Network
<b>WBS</b>	Work Breakdown Structure
<b>WCAG</b>	Web Content Accessibility Guidelines
<b>WMI</b>	Windows Management Instrumentation
<b>WPF</b>	Windows Presentation Foundation
<b>WS</b>	Web Services
<b>WSDL</b>	Web Service Description Language
<b>WSRR</b>	WebSphere Service Registry and Repository
<b>XACML</b>	Extensible Access Control Markup Language
<b>XKMS</b>	XML Key Management
<b>XLS</b>	Microsoft Excel Format
<b>XML</b>	Extensible Markup Language
<b>XPath</b>	XML Path Language

TERM	DEFINITION
<b>XSD</b>	XML Schema Definition
<b>XSLT</b>	Extensible Stylesheet Language Transformations

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65 **2 RFQ SCHEDULE OF EVENTS**66 **2.1 RFQ Schedule**

67 The following schedule represents the State's best estimates for this RFQ; however, the State reserves  
 68 the right, at its sole discretion, to adjust the schedule at any time, or cancel and reissue a similar  
 69 solicitation. Nothing in this RFQ is intended by the State to create any property rights or expectations of a  
 70 property right in any Respondent.

EVENT		TIME (Central Time Zone)	DATE (all dates are State business days)
1.	RFQ Issued		04/01/2016
2.	Disability Accommodation Request Deadline		04/06/2016
3.	Pre-Response Conference		04/08/2016
4.	Notice of Intent to Respond Deadline		04/11/2016
5.	Written "Questions & Comments" Deadline		04/15/2016
6.	State response to written "Questions & Comments"		04/29/2016
7.	RFQ Technical Proposal Deadline		05/27/2016
8.	State Schedules Respondent Oral Presentations (ONLY Respondents who pass Mandatory Requirements)		06/06/2016
9.	Respondent Oral Presentation	8:00 a.m. – 4:30 p.m. CST	06/27/2016 – 06/30/2016
10.	State Evaluation Notice Released		07/15/2016
11.	Solicitation Files Opened for Public Inspection		07/18/2016
12.	Respondent Contract Signature Deadline		08/04/2016
13.	Contract Start Date		09/01/2016

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## 72 **3 RESPONSE REQUIREMENTS**

73 **3.1 Response Contents:** A response to this RFQ should address the following:

74 3.1.1 Mandatory Requirements: This section details the mandatory technical, functional, and  
 75 experience requirements that must be demonstrated in the response to this RFQ in order to  
 76 be passed on to Stage II of the Technical Response evaluation. A Respondent must duplicate  
 77 and use RFQ Attachment A as a guide to organize responses for the Mandatory  
 78 Requirements of the RFQ response. The Respondent should reference the page location of  
 79 the information within the response in the indicated column of the table. This section is  
 80 included in the State's evaluation as to whether or not a Respondent meets mandatory  
 81 qualifications. (Stage I)

82 3.1.2 General Qualifications & Experience: This section is included in the State's evaluation of  
 83 Stage II of the Technical Response Evaluation and details general information and  
 84 qualifications that must be demonstrated in the response to this RFQ. A Respondent must  
 85 duplicate and use RFQ Attachment B as a guide to organize responses for this portion of the  
 86 RFQ response. The Respondent should reference the page location in the information within  
 87 the response in the indicated column of the table.

88 3.1.3 Technical Qualifications, Experience & Approach: This section is also included in the State's  
 89 evaluation of Stage II of the Technical Response Evaluation and details technical  
 90 qualifications, experience, and approach items that must be demonstrated in the response to  
 91 this RFQ. A Respondent must duplicate and use RFQ Attachment C as a guide to organize  
 92 responses for this portion of the RFQ response. The Respondent should reference the page  
 93 location in the information within the response in the indicated column of the table.

94 3.1.4 Cost Proposal:

95 3.1.4.1 If included as part of this solicitation, then the Cost Proposal must be recorded on an  
 96 exact duplicate of RFQ Attachment D, Cost Proposal & Evaluation Guide. Any  
 97 response that does not follow the instructions included in RFQ Attachment D may be  
 98 deemed nonresponsive.

99 3.1.4.2 A Respondent must only record the proposed cost exactly as required by the RFQ  
 100 Attachment D, Cost Proposal & Evaluation Guide and must NOT record any other  
 101 rates, amounts, or information.

102 3.1.4.3 The proposed cost shall incorporate ALL costs for services under the contract for the  
 103 total contract period.

104 3.1.4.4 A Respondent must sign and date the Cost Proposal.

105 3.1.4.5 A Respondent must submit the Cost Proposal to the State in a sealed package  
 106 separate from the Technical Response.

## 107 **3.2 Response Delivery Location**

108 A Respondent must ensure that the State receives a Response to this RFQ no later than the Response  
 109 Deadline time and dates detailed in the RFQ § 2, Schedule of Events. All responses must be delivered to:

110 SOLICITATION COORDINATOR NAME

111 ADDRESS/LOCATION (INCLUDE FLOOR NUMBER)

112 PHONE NUMBER

113 OTHER APPROPRIATE INFORMATION IF ANY

114 **3.3 Response Format**

115 3.3.1 A Respondent must ensure that the original response meets all form and content  
116 requirements detailed within this RFQ.

117 3.3.2 A Respondent must submit original response documents and copies as specified below.

118 3.3.2.1 Technical Response

119 One (1) original Technical Response paper document clearly labeled:

120 **“RFQ #32101-15557 TECHNICAL RESPONSE ORIGINAL”**

121 and five (5) copies of the Technical Response each in the form of one (1) digital  
122 document in “PDF” format properly recorded on its own otherwise blank, standard CD-R  
123 recordable disc or USB flash drive labeled:

124 **“RFQ #32101-15557 TECHNICAL RESPONSE COPY”**

125 The digital copies should not include copies of sealed customer references or cost  
126 information in the general and technical evaluation stage. However, any other  
127 discrepancy between the paper response document and digital copies may result in the  
128 State rejecting the response as nonresponsive.

129 3.3.2.2 Cost Proposal: For Qualified Respondents only

130 One (1) original Cost Proposal paper document labeled:

131 **“RFQ #32101-15557 COST PROPOSAL ORIGINAL”**

132 and one (1) copy in the form of a digital document in “XLS” format properly recorded on a  
133 separate, blank, standard CD-R recordable disc or USB flash-drive labeled:

134 **“RFQ #32101-15557 COST PROPOSAL COPY”**

135 In the event of a discrepancy between the original Cost Proposal document and the  
136 digital copy, the original, signed document will take precedence.

137 **3.4 Response Prohibitions:** A response to this RFQ shall not:

138 3.4.1 Restrict the rights of the State or otherwise qualify the response to this RFQ;

139 3.4.2 Include, for consideration in this procurement process or subsequent contract negotiations,  
140 incorrect information that the Respondent knew or should have known was materially  
141 incorrect;

142 3.4.3 Include more than one response, per Respondent, to this RFQ;

143 3.4.4 Include any information concerning costs (in specific dollars or numbers) associated with the  
144 Technical Response;

145 3.4.5 Include the respondent’s own contract terms and conditions (unless specifically requested by  
146 the RFQ); or

147 3.4.6 Include the respondent as a prime contractor while also permitting one or more other  
148 respondents to offer the respondent as a subcontractor in their own responses.

149 **3.5 Response Errors & Revisions**

150 A Respondent is responsible for any and all errors or omissions in its response to this RFQ.A  
151 Respondent will not be allowed to alter or revise its response after the Response Deadline time

152 and dates as detailed in RFQ § 2, Schedule of Events, unless such is formally requested in  
153 writing by the State (e.g., through a request for clarification, etc.).

154 **3.6 Response Withdrawal**

155 A Respondent may withdraw a response at any time before the Response Deadline time and  
156 date as detailed in RFQ § 2, Schedule of Events, by submitting a written signed request by an  
157 authorized representative of the Respondent. After withdrawing a response, a Respondent may  
158 submit another Response at any time before the Response Deadline time and date as detailed  
159 in RFQ § 2, Schedule of Events.

160 **3.7 Response Preparation Costs**

161 The State will not pay any costs associated with the preparation, submittal, or presentation of  
162 any response. Each Respondent is solely responsible for the costs it incurs in responding to  
163 this RFQ.

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164 **4 GENERAL INFORMATION & REQUIREMENTS**

165 **4.1 Communications**

166 4.1.1 Respondents shall reference RFQ #32101-15557 in all communications relating to this  
167 solicitation, and direct any such communications to the following person designated as the  
168 Solicitation Coordinator:

169 NAME, TITLE

170 ADDRESS

171 PHONE

172 EMAIL ADDRESS

173 The State will convey all official responses and communications related to this RFQ to the  
174 potential respondents from whom the State has received a Notice of Intent to Respond (refer to  
175 RFQ Section 1.3).

176 4.1.2 Potential respondents with a handicap or disability may receive accommodation relating to the  
177 communication of this RFQ and participating in the RFQ process. Potential respondents may  
178 contact the RFQ Coordinator to request such reasonable accommodation no later than the  
179 Disability Accommodation Request Deadline detailed in RFQ § 2.0, Schedule of Events.

180 **4.1.3 Unauthorized contact about this RFQ with other employees or officials of the State of  
181 Tennessee may result in disqualification from contract award consideration.**

182 4.1.4 Notwithstanding the foregoing, potential Respondents may also contact the following as  
183 appropriate:

184 4.1.4.1 Staff of the Governor's Office of Diversity Business Enterprise may be contacted for  
185 assistance with respect to available minority-owned, woman-owned, Tennessee  
186 service-disabled veteran-owned, and small business enterprises as well as general  
187 public information relating to this request; or

188 4.1.4.2 The following individual designated by the State to coordinate compliance with the  
189 nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights  
190 Act of 1964, the Americans with Disabilities Act of 1990, and associated federal  
191 regulations:

192 NAME, TITLE

193 ADDRESS

194 PHONE

195 EMAIL ADDRESS

196 **4.2 Nondiscrimination**

197 No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected  
198 to discrimination in the performance of a contract pursuant to this solicitation or in the employment  
199 practices of the Vendor on the grounds of handicap or disability, age, race, color, religion (subject  
200 to Tennessee Code Annotated, Sections 4-21-401 and 405), sex, national origin, or any other  
201 classification protected by federal, Tennessee state constitutional, or statutory law. The Vendor  
202 pursuant to this solicitation shall post in conspicuous places, available to all employees and  
203 applicants, notices of nondiscrimination.

204 **4.3 Conflict of Interest**

205 4.3.1 The State may not consider a proposal from an individual who is, or within the past six (6)  
206 months has been, a State employee. For these purposes:

207 4.3.1.1 An individual shall be deemed a State employee until such time as all compensation for  
208 salary, termination pay, and annual leave has been paid;

209 4.3.1.2 A contract with or a proposal from a company, corporation, or any other contracting  
210 entity in which a controlling interest is held by any State employee shall be considered  
211 to be a contract with or proposal from the employee; and

212 4.3.1.3 A contract with or a proposal from a company, corporation, or any other contracting  
213 entity that employs an individual who is, or within the past six months has been, a State  
214 employee shall not be considered a contract with or a proposal from the employee and  
215 shall not constitute a prohibited conflict of interest.

216 4.3.2 This RFQ is also subject to *Tennessee Code Annotated*, Section 12-4-101.

217 **4.4 Respondent Required Review & Waiver of Objections**

218 4.4.1 Each potential respondent must carefully review this RFQ, including but not limited to,  
219 attachments, the RFQ Attachment G, *pro forma Contract*, and any amendments for questions,  
220 comments, defects, objections, or any other matter requiring clarification or correction  
221 (collectively called "questions and comments").

222 4.4.2 Any potential respondent having questions and comments concerning this RFQ must provide  
223 such in writing to the State no later than the written "Questions & Comments Deadline"  
224 detailed in RFQ § 2.0, Schedule of Events.

225 4.4.3 Protests based on any objection shall be considered waived and invalid if the objection has  
226 not been brought to the attention of the State, in writing, by the written "Questions &  
227 Comments Deadline."

228 **4.5 Disclosure of Response Contents**

229 4.5.1 All materials submitted to the State in response to this solicitation become property of the State  
230 of Tennessee. Selection for award does not affect this right. By submitting a response, a  
231 Respondent acknowledges and accepts that the full contents and associated documents  
232 submitted in response to this request will become open to public inspection. Refer to RFQ §  
233 2.0, Schedule of Events.

234 4.5.2 The RFQ responses will be available for public inspection only after the completion of  
235 evaluation of the RFQ or any resulting solicitation which this RFQ becomes a part of, whichever  
236 is later.

237 **4.6 Notice of Professional Licensure, Insurance, and Department of Revenue Registration**  
238 **Requirements**

239 4.6.1 All persons, agencies, firms or other entities that provide legal or financial opinions, which a  
240 Respondent provides for consideration and evaluation by the State as part of a response to  
241 this RFQ, shall be properly licensed to render such opinions.

242 4.6.2 Before the Contract resulting from this RFQ is signed, the apparent successful Respondent  
243 (and Respondent employees and subcontractors, as applicable) must hold all necessary,

244 appropriate business and professional licenses to provide service as required. The State may  
245 require any Respondent to submit evidence of proper licensure.

246 4.6.3 Before the Contract resulting from this RFQ is signed, the apparent successful Respondent  
247 must provide a valid, Certificate of Insurance indicating current insurance coverage meeting  
248 minimum requirements as may be specified by the RFQ.

249 4.6.4 Before the Contract resulting from this RFQ is signed, the apparent successful Respondent  
250 must be registered with the Department of Revenue for the collection of Tennessee sales and  
251 use tax. The State shall not approve a contract unless the Respondent provides proof of such  
252 registration. The foregoing is a mandatory requirement of an award of a contract pursuant to  
253 this solicitation.

#### 254 **4.7 RFQ Amendments & Cancellation**

255 4.7.1 The State reserves the right to amend this RFQ at any time, provided that it is amended in  
256 writing. However, prior to any such amendment, the State will consider whether it would  
257 negatively impact the ability of potential respondents to meet the deadlines and revise the  
258 RFQ Schedule of Events if deemed appropriate. If a RFQ amendment is issued, the State will  
259 convey it to potential respondents who submitted a Notice of Intent to Respond (refer to RFQ  
260 §1.3) A response must respond, as required, to the final RFQ (including its attachments) as  
261 may be amended.

262 4.7.2 The State reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFQ  
263 in accordance with applicable laws and regulations.

#### 264 **4.8 State Right of Rejection**

265 4.8.1 Subject to applicable laws and regulations, the State reserves the right to reject, at its sole  
266 discretion, any and all proposals.

267 4.8.2 The State may deem as nonresponsive and reject any proposal that does not comply with all  
268 terms, conditions, and performance requirements of this RFQ. Notwithstanding the foregoing,  
269 the State reserves the right to seek clarifications or to waive, at its sole discretion, a  
270 response's minor variances from full compliance with this RFQ. If the State waives variances  
271 in a response, such waiver shall not modify the RFQ requirements or excuse the Respondent  
272 from full compliance with such, and the State may hold any resulting vendor to strict  
273 compliance with this RFQ.

274 4.8.3 The State will review the response evaluation record and any other available information  
275 pertinent to whether or not each respondent is responsive and responsible. If the evaluation  
276 team identifies any respondent that appears not to meet the responsive and responsible  
277 thresholds such that the team would not recommend the respondent for potential contract  
278 award, this determination will be fully documented for the record. ("Responsive" is defined as  
279 submitting a response that conforms in all material respects to the RFQ. "Responsible" is

280 defined as having the capacity in all respects to perform fully the contract requirements, and  
281 the integrity and reliability which will assure good faith performance.)

#### 282 **4.9 Assignment & Subcontracting**

283 4.9.1 The vendor may not subcontract, transfer, or assign any portion of the Contract awarded as a  
284 result of this RFQ without prior approval of the State. The State reserves the right to refuse  
285 approval, at its sole discretion, of any subcontract, transfer, or assignment.

286 4.9.2 If a Respondent intends to use subcontractors, the response to this RFQ must specifically  
287 identify the scope and portions of the work each subcontractor will perform (refer to RFQ  
288 Attachment B, Item 14.).

289 4.9.3 Subcontractors identified within a response to this RFQ will be deemed as approved by the  
290 State unless the State expressly disapproves one or more of the proposed subcontractors  
291 prior to signing the Contract.

292 4.9.4 The Contractor resulting from this RFQ may only substitute another subcontractor for a  
293 proposed subcontractor at the discretion of the State and with the State's prior, written  
294 approval.

295 4.9.5 Notwithstanding any State approval relating to subcontracts, the Contractor resulting from this  
296 RFQ will be the prime contractor and will be responsible for all work under the Contract.

#### 297 **4.10 Next Ranked Respondent**

298 The State reserves the right to initiate negotiations with the next ranked respondent should the State  
299 cease doing business with any respondent selected via this RFQ process.

300

## 301 5 PROCUREMENT PROCESS AND CONTRACT AWARD

302 5.1 The complete vendor selection will be a two-part process: (1) Qualification of Technical  
303 Responses; and (2) Evaluation of Cost Proposals. Any contract award is subject to successful  
304 contract negotiation.

305 5.2 Qualification of Technical Responses: Technical Responses will be short-listed for further  
306 evaluation, analysis or negotiation if they are apparently responsive, responsible, and within the  
307 competitive range. A Technical Response will be deemed within the competitive range based on  
308 the following criterion:

309 5.2.1 The State seeks a vendor who can meet its need for a modernized eligibility system. All  
310 vendors must demonstrate sufficient competency in all components of the technical evaluation  
311 criteria. Vendors who do not meet the minimum sufficiency for the technical evaluation  
312 response section will be eliminated from consideration. Although price is an important  
313 consideration for the State, the State will not consider vendors whose responses do not  
314 demonstrate sufficient capabilities in all key areas within this proposal. In order for a vendor to  
315 demonstrate sufficient capabilities in all key areas of this proposal, the vendor must receive a  
316 minimum of 80% (TBD total points) of the total combined points for the combined Technical  
317 Sections stated in RFQ Section 5.5. Proposals with Combined Scores of less than TBD points  
318 will not qualify for further consideration. In the event that no offer proceeds to the cost  
319 evaluation stage, the State reserves the right to lower the sufficiency threshold. Any change to  
320 the sufficiency threshold will be applied consistently to all respondents.

321 5.2.2 Primary weight in evaluating these proposals is given to the general experience and specific  
322 project solutions provided by the Proposer. These components are found in the Technical  
323 Response & Evaluation Guide, Attachments A-C referenced above. Additional weight will be  
324 added for the score earned by the Proposer in the oral presentation, as referenced above.

325 5.2.3 After the Combined Scores are calculated and any non-qualifying proposals have been  
326 eliminated, the proposer with the highest Combined Score will be awarded the contract if its  
327 Combined Score is TBD or more points higher than the next closest qualifying proposer.

328 5.2.4 In the event that no proposer's Combined Score is TBD or more points higher than the next  
329 closest qualifying proposer, all qualifying proposals with Combined Scores with TBD or fewer  
330 points below the score of the highest proposer will be included in the Competitive Range.

331 5.2.5 Cost proposals for each proposer within the Competitive Range will be opened and scored  
332 and all vendors will be contacted to make a best and final offer. The best and final offers will  
333 be scored and totaled with the Combined Scores for a total score. Any cost proposal score  
334 may be adjusted downward by the State if the State feels that the Cost Proposal is  
335 unrealistically low. The contract will be awarded to the highest scoring qualified proposer.

336 Phase I: The State will evaluate the Mandatory Requirements set forth in RFQ Attachment  
337 A on a pass/fail basis.

338 Phase II: Following the Stage I evaluation, the State will apply a standard equitable  
339 evaluation model, which will represent a qualitative assessment of each response. Each  
340 response will be scored by Evaluation Team members according to the Technical  
341 Response & Evaluation Guides (See RFQ Attachments B & C).

342 The Solicitation Coordinator will total the average score from the evaluation team for each  
343 responsive and responsible Respondent's Technical Response Points for RFQ  
344 Attachments B & C to determine which of the Respondents are considered Qualified and  
345 within the competitive range.

346 The State will invite those who passed the Phase I evaluation to give oral presentations to  
 347 the State. The qualitative assessment of each Respondent will include the information  
 348 derived from the oral presentations.

349 **5.3** Cost Proposals: If included as part of this solicitation then only Qualified Respondents, that are  
 350 responsive and responsible and in the competitive range, will continue onto Stage Two, Cost  
 351 Proposal evaluation. The Cost Proposal containing the lowest cost will receive the maximum  
 352 number of points per each section. See RFQ Attachment D, Cost Proposal & Evaluation Guide.

353 **5.4** Clarifications and Negotiations: The State reserves the right to award a contract on the basis of  
 354 initial responses received; therefore, each response should contain the respondent's best terms  
 355 from a technical and cost standpoint. However, the State reserves the right to conduct clarifications  
 356 or negotiations with respondents. All communications, clarifications, and negotiations shall be  
 357 conducted in a manner that supports fairness in response improvement.

358 5.4.1 Clarifications: The State may identify areas of a response that may require further clarification  
 359 or areas in which it is apparent that there may have been miscommunications or  
 360 misunderstandings as to the State's specifications or requirements. The State may seek to  
 361 clarify those issues identified during one or multiple clarification round(s). Each clarification  
 362 sought by the State may be unique to an individual respondent.

363 5.4.2 Negotiations: The State may elect to negotiate with Qualified Respondents, within the  
 364 competitive range, by requesting revised responses, negotiating costs, or finalizing contract  
 365 terms and conditions. The State reserves the right to conduct multiple negotiation rounds

366 5.4.2.1 Cost Negotiations: All responsive respondents within the competitive range will be  
 367 given equivalent information with respect to cost negotiations. All cost negotiations will  
 368 be documented for the procurement file. Additionally, the State may conduct target  
 369 pricing and other goods or services level negotiations. Target pricing may be based on  
 370 considerations such as current pricing, market considerations, benchmarks, budget  
 371 availability, or other methods that do not reveal individual respondent pricing. During  
 372 target price negotiations, respondents are not obligated to meet or beat target prices,  
 373 but will not be allowed to increase prices.

374 5.4.2.2 If the State determines costs and contract finalization discussions and negotiations are  
 375 not productive, the State reserves the right to bypass the apparent best evaluated  
 376 Respondent and enter into contract negotiations with the next apparent best evaluated  
 377 Respondent.

### 378 5.5 Evaluation Guide

379 The State will consider qualifications, experience, technical approach, and cost (if applicable) in the  
 380 evaluation of responses and award points in each of the categories detailed below. The maximum  
 381 evaluation points possible for each category are detailed below.

Evaluation Category	Maximum Points Possible
Mandatory Requirement Items(refer to RFQ Attachment A)	Pass/Fail
General Qualifications & Experience Items(refer to RFQ Attachment B)	NUMBER
Technical Qualifications, Experience & Approach Items (refer to RFQ Attachment C)	NUMBER

382 5.5.1

383 5.6 Contract Award

384 5.6.1 The Solicitation Coordinator will submit the Evaluation Team determinations and response  
385 scores to the head of the contracting agency, or the agency head's designee, for consideration  
386 along with any other relevant information that might be available and pertinent to contract  
387 award.

388 5.6.2 The contracting agency head, or the agency head's designee, will determine the apparent best-  
389 evaluated response. (To effect a contract award to a Respondent other than the one receiving  
390 the highest evaluation score, the head of the contracting agency must provide written  
391 justification and obtain written approval of the Chief Procurement Officer and the Comptroller of  
392 the Treasury.)

393 5.6.3 The State reserves the right to make an award without further discussion of any response.

394 5.6.4 The State will issue an Evaluation Notice and make the RFQ files available for public inspection  
395 at the time and date specified in the RFQ §2, Schedule of Events.

396 **NOTICE:** The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the  
397 Respondent identified as the apparent best evaluated or any other Respondent.

398 5.6.2 The Respondent identified as offering the apparent best-evaluated must sign a contract drawn  
399 by the State pursuant to this RFQ. The contract shall be substantially the same as the RFQ  
400 Attachment G, *pro forma* contract. The Respondent must sign said contract no later than the  
401 Respondent Contract Signature Deadline detailed in RFQ § 2, Schedule of Events. If the  
402 Respondent fails to provide the signed contract by the deadline, the State may determine the  
403 Respondent is non-responsive to this RFQ and reject the response.

404 5.6.3 Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation  
405 prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or  
406 performance requirements in the State's best interests, PROVIDED THAT such revision of terms  
407 and conditions or performance requirements shall NOT materially affect the basis of response  
408 evaluation or negatively impact the competitive nature of the RFQ and vendor selection  
409 process.

410 5.6.4 If the State determines that a response is nonresponsive and rejects it after opening Cost  
411 Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive  
412 Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

413

414

**ATTACHMENT A**

415

**TECHNICAL RESPONSE & EVALUATION GUIDE**

416 All Respondents must address all items detailed below and provide, in sequence, the information and  
 417 documentation as required (referenced with the associated item references). All Respondents must also  
 418 detail the response page number for each item in the appropriate space below.

419 The Solicitation Coordinator will review all responses to determine if the Mandatory Requirement Items  
 420 are addressed as required and mark each with pass or fail. For each item that is not addressed as  
 421 required, the Evaluation Team must review the responses and attach a written determination. In addition  
 422 to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for  
 423 compliance with all RFQ requirements.

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Response Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b>Section A – Mandatory Requirement Items</b>	<b>Pass/Fail</b>
		The Technical Response must be delivered to the State no later than the Technical Response Deadline specified in the RFQ § 2, Schedule of Events.	
		The Technical Response must not contain cost or pricing information of any type.	
		The Technical Response must not contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must not submit alternate responses.	
		A Respondent must not submit multiple responses in different forms (as a prime and a subcontractor).	
	A1.	Provide the Statement of Certifications and Assurances (RFQ Attachment E) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFQ and any resulting contract. The document must be signed without exception or qualification.	
	A2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.  NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A3.	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A – Mandatory Requirement Items	Pass/Fail
		written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A4.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	
	A6.	<a href="http://www.tn.gov/tenncare/forms/disclosureownership.pdf">Provide completed Disclosure of Ownership and Control Interest Statement</a> <a href="http://www.tn.gov/tenncare/forms/disclosureownership.pdf">http://www.tn.gov/tenncare/forms/disclosureownership.pdf</a>	
	A7.	Provide written confirmation that the Proposer understands and agrees to comply with the State's Technology Architecture requirements as detailed in <a href="#">State of Tennessee Enterprise Technology Architecture documentation</a> (See Proposer's Library).	
	A8.	Provide written attestation that the Respondent does attest, certify, warrant, and assure that the Contractor shall not knowingly employ in the performance of this Contract employees who have been excluded from participation in the Medicare, Medicaid, and/or SCHIP programs pursuant to Sections 1128 of the Social Security Act.	
	A9.	Respondent must provide written attestation that the Proposer <u>has</u> successfully implemented, with minimal mitigation, at least two (2) large scale implementations, one (1) of which must be a post- ACA Medicaid eligibility determination system. Both implementations must meet all the following criteria: <ul style="list-style-type: none"> <li>• Comparable in size and complexity to that specified herein, or larger;</li> <li>• Within the last five (5) years;</li> <li>• For a state or local government health / human services agency;</li> <li>• Included in the references;</li> <li>• Performed as the prime contractor.</li> </ul> Supporting documentation shall consist at a minimum of name of the entity, total contract value, number of enrollees, dates of the project, services provided by the proposer, project status as of RFQ proposal submission	

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Response Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b>Section A – Mandatory Requirement Items</b>	<b>Pass/Fail</b>
		(e.g. complete, in progress), products implemented, and the modules/functionality within those products that were deployed.	
State Use – RFQ Coordinator Signature, Printed Name & Date:			

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## ATTACHMENT B

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### TECHNICAL RESPONSE & EVALUATION GUIDE

**SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE.** The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Evaluation Team members will independently evaluate and assign one score for all responses to General Qualifications & Experience Items.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B – General Qualifications & Experience Items
	B1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	B2.	Describe the Respondent's form of business ( <i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B3.	Detail the number of years the Respondent has been in business.
	B4.	Briefly describe how long the Respondent has been performing the goods or services required by this RFQ.
	B5.	Describe the Respondent's number of employees, client base, and location of offices.
	B6.	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	B7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFQ, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B8.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B9.	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFQ or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFQ.  NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B – General Qualifications &amp; Experience Items</b>
		State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
	B10.	<p>Provide a statement of whether there is any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFQ.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.</p>
	B11.	Provide a brief, descriptive statement, not to exceed 15 pages, detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFQ (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B12.	Provide a narrative description, not to exceed 15 pages, of the proposed contract team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to provide the goods or services required by this RFQ, illustrating the lines of authority, and designating the individual responsible for the completion of each task and deliverable of the RFQ.
	B13.	Provide a personnel roster listing the names of key people who the Respondent will assign to perform tasks required by this RFQ along with the estimated number of hours that each individual will devote to the required tasks. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history in the appendix. Each key person must have at least three (3) client references from projects of similar scope and for similar roles, within the last 5 years, and size in Contractor's Appendix.
	B14.	<p>Provide a statement of whether the Respondent intends to use subcontractors to accomplish the work required by this RFQ, and if so, detail:</p> <ul style="list-style-type: none"> <li>(a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;</li> <li>(b) a description of the scope and portions of the work each subcontractor will perform; <u>and</u></li> <li>(c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFQ.</li> </ul>

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B – General Qualifications &amp; Experience Items</b>
	B15.	<p>Provide documentation of the Respondent’s commitment to diversity as represented by the following:</p> <ul style="list-style-type: none"> <li>(a) <u>Business Strategy</u> Provide a description of the Respondent’s existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises. Please also include a list of the Respondent’s certifications as a diversity business, if applicable.</li> <li>(b) <u>Business Relationships</u> Provide a listing of the Respondent’s current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information: <ul style="list-style-type: none"> <li>(i) contract description;</li> <li>(ii) contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, gender, Tennessee service-disabled); and</li> <li>(iii) Contractor contact name and telephone number.</li> </ul> </li> <li>(c) <u>Estimated Participation</u> Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFQ. Please include the following information: <ul style="list-style-type: none"> <li>(i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and <b>DO NOT INCLUDE DOLLAR AMOUNTS</b>);</li> <li>(ii) anticipated goods or services contract descriptions;</li> <li>(iii) names and ownership characteristics (<i>i.e.</i>, ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors.</li> </ul> </li> </ul> <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor’s Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at <a href="https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810">https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810</a> for more information.</p> <ul style="list-style-type: none"> <li>(d) <u>Workforce</u>. Provide the percentage of the Respondent’s total current employees by ethnicity and gender.</li> </ul> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications</p>

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B – General Qualifications &amp; Experience Items</b>
		and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.
	B16.	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five-year period. If so, provide the following information for all current and completed contracts:</p> <ul style="list-style-type: none"> <li>(a) the name, title, telephone number and e-mail address of the State contact responsible for the contract at issue;</li> <li>(b) the name of the procuring State agency;</li> <li>(c) a brief description of the contract's specification for goods or scope of services;</li> <li>(d) the contract term; and</li> <li>(e) the contract number.</li> </ul> <p>NOTES:</p> <p>Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points.</p> <p>Each evaluator will generally consider the results of inquiries by the State regarding all contracts responsive to Attachment B Section B16 of this RFQ.</p>
	B17.	<p>Provide customer references from individuals who are <u>not</u> current or former State of Tennessee employees for projects similar to the goods or services sought under this RFQ and for each of the qualifications specified in Attachment A, item reference A9.</p> <p>The standard reference questionnaire, which <u>must</u> be used and completed, is provided at RFQ Attachment F. References that are not completed as required may be deemed nonresponsive and may not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires, follow the process below:</p> <ul style="list-style-type: none"> <li>(a) Add the Respondent's name to the standard reference questionnaire at Attachment F, and make a copy for each reference.</li> <li>(b) Send a reference questionnaire and a new, standard #10 envelope to each reference.</li> <li>(c) Instruct the reference to: <ul style="list-style-type: none"> <li>(i) complete the reference questionnaire;</li> </ul> </li> </ul>

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B – General Qualifications &amp; Experience Items</b>
		<p>(ii) sign <u>and</u> date the completed reference questionnaire;</p> <p>(iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;</p> <p>(iv) sign his or her name in ink across the sealed portion of the envelope; and</p> <p>(v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).</p> <p>(d) Do NOT open the sealed references upon receipt.</p> <p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p>NOTES:</p> <p>The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required.</p> <p>The State will not review more than the number of required references indicated above.</p> <p>While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.</p> <p>The State is under <u>no</u> obligation to clarify any reference information.</p>
	B18.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence 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;</p>

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B – General Qualifications &amp; Experience Items</b>
		<p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <p>(d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p>
	B19.	<p>Provide a full listing of:</p> <p>(a) Any liquidated damages paid to; and</p> <p>(b) Terminated contracts (mutually or otherwise) with any other states within the last five (5) years.</p>
	B20.	<p>Explain if the proposed solution or a portion thereof is in implementation or full production operation in another state. If in implementation, identify the state, the functions being implemented, and the planned implementation date. If in production, identify the state where the proposed solution is in production, how long it has been in production, and the functions that are in production. For each solution described, list the programs (e.g., Medicaid) and if the scope covers functions necessitated by the ACA. Please list the components from other states that you plan to reuse in your proposed solution.</p>
<b>SCORE (for all Section B—Qualifications &amp; Experience Items above)</b>		
State Use – Evaluator Identification:		

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## ATTACHMENT C

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**TECHNICAL RESPONSE & EVALUATION GUIDE**

435 SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should  
 436 explain its approach to providing goods or services to the State. The items listed below represent specific  
 437 questions the State would request you answer in your response. For ease of review, please annotate  
 438 your explanation so that it contains references to the items listed below where they are addressed.  
 439 Respondent should not feel constrained to answer only the specific questions listed below in its  
 440 explanation and should feel free to provide attachments if necessary in an effort to provide a more  
 441 thorough response.

442 The Evaluation Team, made up of three (3) or more State employees, will independently evaluate and  
 443 score the response to each item. Each evaluator will use the following whole number, raw point scale for  
 444 scoring each item:

445 0 = little value    1 = poor    2 = fair    3 = satisfactory    4 = good    5 = excellent

446 The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating  
 447 the relative emphasis of the item in the overall evaluation). The resulting product will be the item's raw,  
 448 weighted score for purposes of calculating the section scores as indicated.

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RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Executive Summary – Please provide a summary of your response to this RFQ. The Executive Summary should describe the Respondent's understanding of the State's vision and objectives, as well as highlight key themes and components of the Respondent's response to the requirements described in Items C.2 through C.9.		NUMBER	
	C.2.	Project Management and Governance Approach – The Respondent should detail its proposed approach to managing and governing the Eligibility Modernization Project (EMP) as outlined in the requirements in Attachment G Section A.4 and Section A.6 (Governance and Gate Review; Project Management) of the Pro Forma Contract.		NUMBER	
	C.3.	Proposed Solution and Implementation Approach – Describe the solution and approach to implementation in order to meet the State's vision and requirements as outlined in Attachment M (Future State Operating Model; Roadmap /		NUMBER	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		Implementation Schedule; Proposed Solution Overview).			
	<b>C.4.</b>	Solution Development Lifecycle (SDLC) – Provide details of the Respondent’s proposed SDLC and how it supports the implementation approach described in Attachment G Section A.8. The proposed SDLC must meet the requirements outlined in Attachment G Section A.8 and A.9 (Solution Development Lifecycle; Deliverable Submission Process) and Attachment L (Additional SDLC and Operations / Maintenance Information)		<b>NUMBER</b>	
	<b>C.5.</b>	Operations, Maintenance, and Turnover Approach – Describe the Respondent’s approach to operating and maintaining the implemented solution, and the process of transitioning EMP Operations and Maintenance (O&M) to the State or Other State Contractors. These descriptions should provide details of how the R will meet the requirements outlined in Attachment G Sections A.14, A.8, A.10, A.14, A.15, and Attachment 3 to the Pro Forma Contract (Attachment G) (Operations and Maintenance; Environments; Testing; Turnover; Deliverable Table).		<b>NUMBER</b>	
	<b>C.6.</b>	Data Conversion Approach – The Respondent should detail its approach to converting historical and administrative data from legacy system data sources to the solution as outlined in the requirements in Attachment G, Section A.11 (Data Conversion).		<b>NUMBER</b>	
	<b>C.7.</b>	Security and Privacy Approach – Describe the Respondent’s approach to meeting the Security and Privacy requirements outlined in Attachment G, Section A.16 (Security and Privacy).		<b>NUMBER</b>	
	<b>C.8.</b>	Organizational Change Management and Training, Production Pilot Approach, Quality Assurance – Describe the Respondent’s approach for supporting the organizational change management process, training, and		<b>NUMBER</b>	

<b>RESPONDENT LEGAL ENTITY NAME:</b>					
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section C— Technical Qualifications, Experience &amp; Approach Items</b>	<b>Item Score</b>	<b>Evaluation Factor</b>	<b>Raw Weighted Score</b>
		pilot operations as outlined in the requirements in Attachment G, Section A.17, A.12 and A.18. (Organizational Change Management and Training; Production Pilot; Quality Assurance and Monitoring).			
	<b>C.9.</b>	Staffing – The Respondent shall describe its proposed project organization for the EMP, as well as processes for managing staff as outlined in the requirements in Attachment G Section A.19 (Staffing).		<b>NUMBER</b>	
	<b>C.10.</b>	Contractual Responsibilities – The State has defined other requirements for the EMP Respondent. Describe the Respondent’s approach for meeting the requirements outlined in Attachment G, Section A.20, A.21, A.24, and Attachment 2 (Facility; Performance Reporting; Service Level Agreements; Warranty; Liquidated Damages; On-Shore and Off-Shore).		<b>NUMBER</b>	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>			<b>Total Raw Weighted Score:</b> <i>(sum of Raw Weighted Scores above)</i>		
<b>Total Raw Weighted Score</b> <hr/> <b>Maximum Possible Raw Weighted Score</b> <i>(i.e., 5 x the sum of item weights above)</i>		<b>X RFQ § 5.5. NUMBER</b> <i>(maximum possible score)</i>	<b>= SCORE:</b>		
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>					

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**ATTACHMENT D**

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**COST PROPOSAL & EVALUATION GUIDE**

The Cost Proposal must be completed exactly as required and returned with the rest of the Contractor's response to this RFQ.

**NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED**

**COST PROPOSAL SCHEDULE**— The Cost Proposal, detailed below, shall indicate the proposed price for the delivery of specified goods for the entire scope of services including all services defined in the Scope of Services of the RFQ Attachment G, *pro forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFQ. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

Respondents shall complete RFQ Attachment D.1, the Cost Proposal Excel spreadsheet that contains cells for all proposed staff hours, materials and services expected for each stage of the project. The totals for each stage of the project shall be transferred to the appropriate "Proposed Cost" section listed below for evaluation of total cost.

**NOTICE:** The Evaluation Factor associated with each line item of cost is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement of the Respondent.

Notwithstanding the line item of costs herein, pursuant to the second paragraph of the *pro forma* contract section \*\*. (refer to RFQ Attachment G), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the entity responding to the provisions of this RFQ and any contract awarded pursuant thereto. If said individual is not responding in an individual capacity or is the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the entity responding to this RFQ.

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

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RESPONDENT LEGAL ENTITY NAME:			
Line item of cost Description	Proposed Cost	State Use Only	
		Evaluation Factor	<b>Evaluation Cost</b> (cost x factor)
I. Design, Development and Implementation	\$ _____	1	

RESPONDENT LEGAL ENTITY NAME:			
Line item of cost Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
II. Initial Operations and CMS Certification	\$ _____	1	
III. Operations, YR-1	\$ _____	1	
III. Operations, YR-2	\$ _____	1	
III. Operations, YR-3	\$ _____	1	
III. Operations, YR-4	\$ _____	1	
III. Operations, YR-5	\$ _____	1	
IV. Turnover	\$ _____	1	
<b>EVALUATION COST AMOUNT</b> (sum of evaluation costs above): The RFQ Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
$\frac{\text{lowest evaluation cost amount from all responses}}{\text{evaluation cost amount being evaluated}} \times 20 \text{ (maximum section score)} = \text{SCORE:}$			
State Use – RFQ Coordinator Signature, Printed Name & Date:			

### STATEMENT OF CERTIFICATIONS AND ASSURANCES

An individual responding in his or her individual capacity or legally empowered to contractually bind the Respondent must complete and sign the Statement of Certifications and Assurances below as required, and this signed statement must be included with the response as required by the Request for Qualifications.

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**The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:**

1. The Respondent will comply with all of the provisions and requirements of the RFQ.
2. The Respondent will provide all specified goods or services as required by the contract awarded pursuant to this RFQ.
3. The Respondent accepts and agrees to all terms and conditions set out in the contract awarded pursuant to this RFQ.
4. The Respondent acknowledges and agrees that a contract resulting from the RFQ shall incorporate, by reference, all Response responses as a part of the contract.
5. The Respondent will comply, as applicable, with:
  - (a) the laws of the State of Tennessee;
  - (b) Title VI of the federal Civil Rights Act of 1964;
  - (c) Title IX of the federal Education Amendments Act of 1972;
  - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
  - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the best of the undersigned's knowledge, information or belief, the information detailed within the Response to the RFQ is accurate.
7. The Response submitted to the RFQ was independently prepared, without collusion, and under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with the request or any potential resulting contract.
9. The Response submitted in response to the RFQ shall remain valid for at least 120 days subsequent to the date of the Response opening and thereafter in accordance with any contract pursuant to the RFQ.

**By signature below, the signatory certifies legal authority to bind the responding entity to the provisions of this request and any contract awarded pursuant to it. The State may, at its sole discretion and at any time, require evidence documenting the signatory's authority to be personally bound or to legally bind the responding entity.**

**DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO DO SO BY THE ENTITY RESPONDING TO THIS RFQ.**

**SIGNATURE & DATE:**

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**PRINTED NAME & TITLE:**

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**LEGAL ENTITY NAME:**

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**FEIN or SSN:**

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**ATTACHMENT F**459 **REFERENCE QUESTIONNAIRE**

460 **The standard reference questionnaire provided on the following pages of this attachment MUST**  
 461 **be completed by all individuals offering a reference for the Respondent.**

462 The Respondent will be responsible for obtaining completed reference questionnaires as required (refer  
 463 to RFQ Attachment B, General Qualifications & Experience Items, Item B17.), and for enclosing the  
 464 sealed reference envelopes within the Respondent's Technical Proposal.

465 **REFERENCE QUESTIONNAIRE**

466 **REFERENCE SUBJECT:** RESPONDENT NAME (completed by Respondent before reference is  
 467 requested)

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The "reference subject" specified above, intends to submit a response to the State of Tennessee in response to the Request for Qualifications (RFQ) indicated. As a part of such response, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

complete this questionnaire (either using the form provided or an exact duplicate of this document);

sign and date the completed questionnaire;

seal the completed, signed, and dated questionnaire in a new standard #10 envelope;

sign in ink across the sealed portion of the envelope; and

return the sealed envelope containing the completed questionnaire directly to the reference subject.

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469 **(1) What is the name of the individual, company, organization, or entity responding to this**  
 470 **reference questionnaire?**

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**RFQ #32101-15557 REFERENCE QUESTIONNAIRE — PAGE 2**

- (2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

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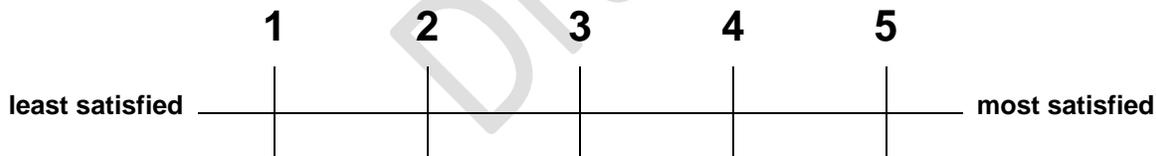
- (3) What goods or services does/did the reference subject provide to your company or organization?**

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- (4) What is the level of your overall satisfaction with the reference subject as a vendor of the goods or services described above?**

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*Please respond by circling the appropriate number on the scale below.*



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**If you circled 3 or less above, what could the reference subject have done to improve that rating?**

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- (5) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.**

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RFQ #32101 – 15557 REFERENCE QUESTIONNAIRE — PAGE 3

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**(6) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.**

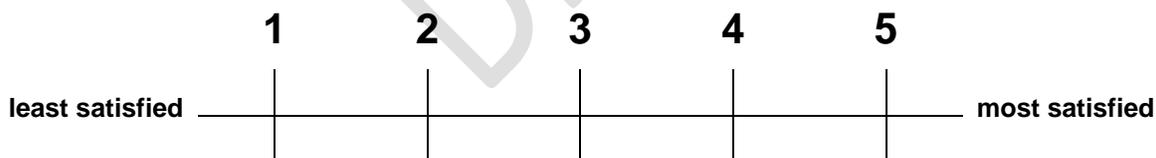
**(7) How satisfied are you with the reference subject’s ability to perform based on your expectations and according to the contractual arrangements?**

**(8) In what areas of goods or service delivery does/did the reference subject excel?**

**(9) In what areas of goods or service delivery does/did the reference subject fall short?**

**(10) What is the level of your satisfaction with the reference subject’s project management structures, processes, and personnel?**

*Please respond by circling the appropriate number on the scale below.*



**What, if any, comments do you have regarding the score selected above?**

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551 **RFQ #32101 – 15557 REFERENCE QUESTIONNAIRE — PAGE 4**

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**(11) Considering the staff assigned by the reference subject to deliver the goods or services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?**

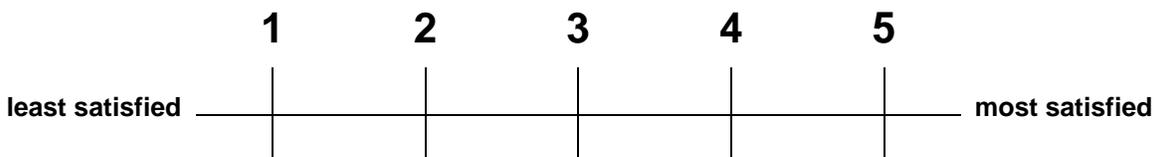
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*Please respond by circling the appropriate number on the scale below.*

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**What, if any, comments do you have regarding the score selected above?**

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**(12) Would you contract again with the reference subject for the same or similar goods or services?**

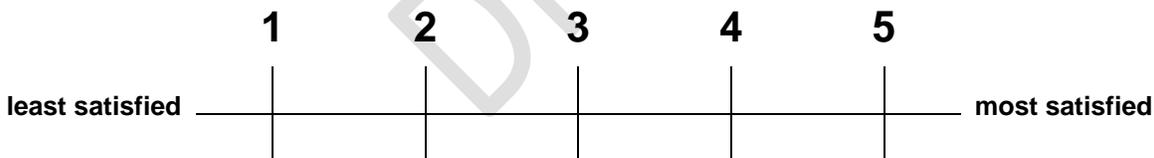
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*Please respond by circling the appropriate number on the scale below.*

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**What, if any, comments do you have regarding the score selected above?**

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**REFERENCE SIGNATURE:**

(by the individual completing this request for reference information)

DATE:

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(must be the same as the signature across the envelope seal)

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**ATTACHMENT G**579 **Pro Forma Contract**

580 RFQ # 32101-15557 PRO FORMA CONTRACT

581 The pro forma contract detailed in following pages of this exhibit contains some "blanks" (signified by  
582 descriptions in capital letters) that will be completed with appropriate information in the final contract  
583 resulting from the RFQ.

584 **CONTRACT**585 **BETWEEN THE STATE OF TENNESSEE,**586 **DEPARTMENT OF FINANCE AND ADMINISTRATION,**587 **DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION**588 **AND**589 **CONTRACTOR NAME**

590  
591 This Contract, by and between the State of Tennessee, Department of Finance and Administration,  
592 Division of Health Care Finance and Administration (HCFA), hereinafter referred to as "HCFA" or the  
593 "State", and the Contractor, CONTRACTOR LEGAL ENTITY NAME, hereinafter referred to as the  
594 "Contractor", is for the provision of Systems Integration Services to support the State in completing the  
595 Eligibility Modernization Project, hereinafter referred to as EMP, as further defined in the "SCOPE OF  
596 SERVICES." State and Contractor may be referred to individually as a "Party" or collectively as the  
597 "Parties" to this Contract.

598 The Contractor is A/AN INDIVIDUAL, FOR-PROFIT CORPORATION, NON-PROFIT CORPORATION,  
599 SPECIAL PURPOSE CORPORATION OR ASSOCIATION, PARTNERSHIP, JOINT VENTURE, OR  
600 LIMITED LIABILITY COMPANY.

601 Contractor Edison Registration ID # Number

602 Contractor Place of Incorporation or Organization: LOCATION

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604 **A Scope of Services**

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

607 **A.2** Nothing in this Contract shall be deemed to be a delegation to the Contractor of the State's non-  
608 delegable duties under the TennCare program administered by the single state agency, as  
609 designated by the State and CMS, pursuant to Title XIX of the Social Security Act (42 U.S.C §  
610 1396 et seq.) and the Section 1115 research and demonstration waiver granted to the State and  
611 any successor programs, or the Federal Children's Health Insurance Program (CHIP), known in  
612 Tennessee as "CoverKids," administered by the State pursuant to Title XXI of the Social Security  
613 Act.

614 **A.3** The descriptions of Contractor deliverables in this Contract do not include every possible duty,  
615 task, or intermediate deliverable necessary to achieve success on this Contract. The Contractor  
616 understands and agrees that any perceived lack of detail in a specific area does not indicate that  
617 the Contractor will have no duties in that area. The Contractor shall fulfill the State's Contract goals  
618 and requirements in a cost-effective manner. This includes all intermediate steps, deliverables or  
619 processes reasonably necessary to achieve the desired outcome described in each Section of the  
620 Contract Intermediate steps, processes or deliverables will be detailed in the Control

621 Memorandum, developed by the parties at the inception of each component of the Contract, using  
 622 the Control Memorandum process described in Section A.26 below. Many objectives described  
 623 here only describe the end result and/or outcome sought, thus allowing Contractor flexibility in  
 624 proposing the details of how their solution meets the State's goals.

#### 625 **A.4 Governance and Gate Review**

626 A.4.1 As part of its Medicaid Modernization Program (MMP), the State is implementing governance  
 627 processes for IT-enabled transformation projects. The first iteration of the MMP governance  
 628 framework was developed by the State's Technical Assistance (TAS) Contractor and administered  
 629 by the State's Strategic Project Management Office (SPMO) Contractor. It focuses on business  
 630 and technical governance of the Eligibility Modernization Project. The Contractor shall be governed  
 631 by the State's governance framework and participate in all gate reviews of this project where  
 632 required by the State's Governance Framework as defined in the Program. The Contractor will  
 633 comply with the State's Governance Framework including:

634 A.4.1.1 The Contractor shall anticipate and fully participate in periodic oversight meetings and  
 635 reviews with State personnel, the State's TAS, SPMO and IV&V contractors, and other  
 636 internal and external stakeholders making visible the status of its gate review deliverables  
 637 throughout the process.

638 A.4.1.2 The Contractor shall coordinate with the SPMO in its role as governance administrator and  
 639 the IV&V contractor in its independent review role to facilitate the successful oversight of  
 640 the Eligibility Modernization project.

641 A.4.1.3 The Contractor shall comply with the latest version of applicable State of Tennessee and  
 642 Federal Government policies and standards that govern Eligibility Modernization solutions  
 643 and Solution Development Lifecycle processes.

644 A.4.1.4 The Contractor shall participate in governance training provided by the State for the  
 645 Contractor's project.

646 A.4.1.5 The Contractor shall cooperate with the State's internal technical review boards. The  
 647 Technical Architecture Review Board (TARB) and the Technical Change Control Board  
 648 (CCB) to facilitate the successful oversight of the operations and maintenance phase of  
 649 this project.

#### 650 **A.5 Enterprise and Solution Architecture Alignment**

651 A.5.1 As part of its Medicaid Modernization Program, the State is strengthening its enterprise  
 652 architecture capability to ensure alignment of different Medicaid Modernization solutions beginning  
 653 with the Eligibility Modernization solution. Solution designs created by the Contractor shall align  
 654 with the State's target system architecture and with the Enterprise Architecture Business Operating  
 655 Model (EA-BOM) Management Plan. In addition, the Contractor will meet the following  
 656 requirements:

657 A.5.1.1 The Contractor shall adhere to architecture design standards as specified in the EA-BOM  
 658 Management Plan.

659 A.5.1.2 The architecture design artifacts prepared by the Contractor shall adhere to architecture  
 660 principles as established by the Technical Architecture Review Board (TARB).

661 A.5.1.3 The Contractor shall, as necessary and at no additional cost to the State, resolve any non-  
 662 compliance of the Solution with the State's design standards. Exceptions may only be  
 663 granted by the State's Technical Architecture Review Board (TARB) in writing on a case  
 664 by case basis.

665 A.5.1.4 The Contractor shall maintain solution architecture artifacts and design models in an  
 666 industry standard CASE Tool. This includes the ability to create new and maintain existing  
 667 architecture artifacts. Contractor's design tool must be interoperable with Sparx Enterprise  
 668 Architect, and the State's design tool to facilitate import and export of enterprise and  
 669 solution architecture artifacts between the State and the Contractor. The artifacts that  
 670 must be maintained in a design tool include the models, matrices, and lists as specified in  
 671 the EA-BOM Management Plan.

672 A.5.1.5 The Contractor shall give the State visibility to the status of architecture artifacts as  
 673 required during the SDLC through such means as reports, web pages, a query tool, etc.

## 674 **A.6 Project Management**

675 A.6.1 The Contractor shall develop a Project Management Plan (PMP) upon project onset. The PMP  
 676 define the approach to managing delivery of Project Management Lifecycle (PMLC) Services on  
 677 the EMP and shall be developed in alignment with industry standards in the Project Management  
 678 Body of Knowledge (PMBOK) standards for program and project management, and the State's  
 679 MMP PMP template.

680 A.6.1.1 The Contractor shall define Scope Management processes and procedures to ensure that  
 681 all scope updates are escalated appropriately and addressed in a timely manner.

682 A.6.1.2 The Contractor shall define Change Management processes and procedures to ensure  
 683 that all changes are escalated appropriately and addressed in a timely manner.

684 A.6.1.3 The Contractor shall define Communication Management processes and procedures to  
 685 ensure that all relevant information is escalated appropriately and addressed in a timely  
 686 manner.

687 A.6.1.4 The Contractor shall define Risk and Issue Escalation processes and procedures to  
 688 ensure that important risks and issues are escalated appropriately and resolved in a timely  
 689 manner.

690 A.6.1.5 The Contractor shall define Schedule Management processes and procedures to ensure  
 691 that the project remains on schedule.

692 A.6.1.6 The Contractor shall define Quality Management processes and procedures to ensure  
 693 continuous improvement.

694 A.6.1.7 The Contractor shall define Configuration Management processes and procedures to  
 695 ensure all project artifacts can be tracked and identified throughout the project lifecycle.

696 A.6.1.8 The Contractor shall define Performance Management processes and procedures to  
 697 ensure that goals are consistently being met in an effective and efficient manner.

698 A.6.1.9 The Contractor shall define Human Resource Management processes and procedures to  
 699 onboard resources, provide appropriate training and orientation to the EMP processes.

700 A.6.1.10 The Contractor shall define Financial Management processes and procedures to ensure  
 701 budget tracking and earned value management.

702 A.6.2 The Contractor shall create a baselined project schedule that will be used to track project tasks,  
 703 deliverables, milestones, dependencies, and resources to ensure accurate project status reporting.  
 704 The Contractor shall continuously update the project plan and provide the latest version to the  
 705 state immediately upon request. The Contractor's Project Plan shall include tasks for the State and  
 706 the Sate's Contractors as appropriate. The Contractor's Project Plan for every release will be

707 approved by the State. The Contractor's Project Plan milestones shall be integrated into the MMP  
 708 Integrated Master Schedule (IMS) in coordination with the State's SPMO to provide a Program-  
 709 wide project schedule view.

710 A.6.3 The Contractor shall adhere to the State's PMLC guidance. If issues, risks, or system defects are  
 711 not addressed within the agreed upon turnaround time, the State reserves the right to require the  
 712 Contractor to develop and execute on a corrective action plan (CAP). The State also reserves the  
 713 right to mandate the project management methodology be revised, to alter processes and  
 714 procedures necessary to meet any of the State required milestones or deliverables, result in  
 715 completion of timely and quality project deliverables, and eliminate or minimize negative affects to  
 716 the Project's success.

717 A.6.4 The Contractor shall coordinate with the State and State Contractors including the Strategic  
 718 Program Management Office (SPMO), the Technical Advisory Services (TAS) team, and the  
 719 Independent Verification and Validation (IV&V) team, in its role as part of the MMP to ensure the  
 720 successful management of the Eligibility Modernization project.

## 721 **A.7 Solution Infrastructure**

722 A.7.1 The Contractor shall be responsible for developing and / or configuring the Solution to meet the  
 723 needs of the State. This will include building the system infrastructure for the Solution. The State of  
 724 Tennessee Strategic Technology Solutions (STS) group within the Department of Finance and  
 725 Administration will provide secure hosting facilities and services for the Solution. The Contractor  
 726 shall comply with all STS processes (e.g. the Build Book process), procedures, and standards.  
 727 The implementation for the Solution includes two data centers in Tennessee. The South Data  
 728 Center (SDC) is the primary hosting location in Smyrna, TN and the North Data Center (NDC) is  
 729 the secondary hosting located in Nashville, TN. A more distant secondary hosting sight may be  
 730 selected and procured by STS to align with CMS guidance concerning geographic separation for  
 731 Integrated Eligibility application disaster recovery site selection. The primary host site is also  
 732 known as the production site, while the secondary site is planned to be used as a disaster  
 733 recovery site. The Contractor shall work with the State to determine the disaster recovery hosting  
 734 option.

735 A.7.2 STS will configure all of the network, server, and storage hardware at all State data centers up to  
 736 the operating system level, under the direction of the Contractor and HCFA IS, to implement the  
 737 Solution and supporting systems. The Contractor shall provide, in the timeframe defined by the  
 738 project schedule, STS with the configuration specifications for the network, storage, virtual  
 739 machines, hardware, and operating systems. The specifications include security hardening  
 740 settings. STS provides patch management services for the operating system and underlying virtual  
 741 hosting technology. The host hardware (e.g., servers), security devices (e.g., encryption devices,  
 742 firewalls), routing devices (e.g., load balancers, switches), and communications link interfaces are  
 743 provided and maintained by STS. This includes full rack configurations for all equipment; full rack  
 744 uninterruptable power supplies (UPS), rack cooling, rack temperature and humidity sensors, and  
 745 cable management. STS will also provide connectivity within all state facilities and networks  
 746 including the internet egress.

747 A.7.3 The Solution specific commercial-of-the-shelf (COTS) software and applications shall be  
 748 maintained by the Contractor for the duration of the Contract. All Operating System (OS),  
 749 applications, and COTS software updates are coordinated between the State and all contractors  
 750 via the change control board processes, as changes in one application may impact the Solution or

751 other HCFA system operations. The COTS software versions and OS versions, shall be  
752 maintained within one major version of the latest release.

753 A.7.4 The Contractor shall follow the RACI Roles as defined below. Updates to the RACI will be subject  
754 to the State's Change Control processes.

Area of Responsibility	HCFA IS	STS	The Contractor
<b>State Hosting Environment (Virtual and Physical)</b>	C	CR	A
<b>OS Installation</b>	C	R	A
<b>OS Hardening</b>	C	R	A
<b>OS Management/Operations</b>	C	AR	C
<b>Application Management/Operations</b>	C	I	AR
<b>Network</b>	C	R	A
<b>Storage</b>	C	R	A
<b>Solution Component Installation and Configuration</b>	C	I	AR
<b>Project Security Architecture</b>	C	C	A
<b>State Common Infrastructure</b>	C	AR	I
<b>SSP and other security artifacts for project</b>	C	I	AR
<b>Data Classification</b>	C	I	AR

755 R = Responsible. Owns the activity and is responsible for completing the tasks. Responsibility can  
756 be shared.

757 A = Accountable. The single party who holds ultimate responsibility for the activity. It implies R,  
758 and generally, an R will report to the person designated as A.

759 C = Consulted. Has a stake in the outcome, or has expertise/information critical to completing the  
760 activity. This role may have a downstream responsibility for a subsequent activity.

761 I = Informed. Will be notified of the activity. This role may have a downstream responsibility for a  
762 subsequent activity.

763 A.7.5 The Contractor shall use tools and established methodologies for maintaining control of the  
764 infrastructure build process. The Contractor shall be responsible for ensuring that the construction  
765 of the system infrastructure conforms to the requirements and design specifications.

## 766 A.8 Solution Development Lifecycle (SDLC)

767 A.8.1 The Contractor shall comply with all Gate Review requirements from the CMS Information  
768 Technology Enterprise Lifecycle (IT ELC) Solution Development Lifecycle specifications as  
769 described in Attachment L.

770 A.8.1.1 The Contractor shall participate in the Phase Gate Review process.

771 A.8.1.2 The Contractor shall comply with the required preparation, documentation and  
772 deliverables submission standards of each Gate review.

773 A.8.1.3 The Contractor shall comply with the Design Review process and procedures to ensure  
774 the technical fit of the design of their Eligibility Modernization solution with Federal and

- 775 State conditions and standards and that it is inter-operable with other Federal and State  
776 systems defined in the target system architecture for Eligibility Modernization.
- 777 A.8.1.4 The Contractor shall participate in consultations with TAS, CMS, and / or Independent  
778 Verification and Validation (IV&V) as required to prepare for Gate Reviews defined in the  
779 Eligibility Modernization Project Process Agreement (PPA).
- 780 A.8.2 Stakeholder Analysis and Management:
- 781 A.8.2.1 The Contractor shall work directly with assigned project OCMT Team Members for any  
782 identified Organizational Change Management (OCM), Stakeholder, or Communication  
783 needs, as required by the State to ensure adherence with State-approved OCM  
784 methodology.
- 785 A.8.2.2 The Contractor shall assist the OCMT Team in assessing the project in question (to  
786 initially define OCMT scope and overall approach as inputs for the development of any  
787 stakeholder engagement plans).
- 788 A.8.2.3 The Contractor shall work with the OCMT Team to identify appropriate stakeholders and  
789 messaging for project-related communication and engagement needs.
- 790 A.8.2.4 The Contractor shall adhere to the OCMT MMP Stakeholder Management Plan(s) and  
791 follow relationship/interaction mapping requirements when identifying and/or engaging  
792 stakeholders for the purpose of data and information collection.
- 793 A.8.2.5 The Contractor shall coordinate and communicate stakeholder engagement needs and  
794 results to the designated OCMT Stakeholder Register Manager.
- 795 A.8.2.6 The Contractor shall coordinate with the Project Manager on all identified communication  
796 needs, to ensure they are in alignment with, and/or added to, the project-specific  
797 communication plan as defined by the project team and approved by the State.
- 798 A.8.2.7 The Contractor shall provide access to key documentation and subject matter experts to  
799 support assessing organizational impact and other OCMT activities as needed.
- 800 A.8.2.8 The Contractor shall provide the project plan and validate major milestones and timing to  
801 ensure alignment with Stakeholder and/or OCMT activities across the project lifecycle.
- 802 A.8.2.9 The Contractor shall provide resources sufficient in quantity and capability to support the  
803 following OCM activities, including but not limited to:
- 804 A.8.2.9.1 All the activities defined to support the various phases of the OCMT Approach  
805 (Analysis, Design, Development, Implementation, and Evaluate) and/or  
806 Stakeholder Analysis and Management Plan, both plans being defined by the  
807 State.
- 808 A.8.2.9.2 Supporting the identification of key stakeholders.
- 809 A.8.2.9.3 Validating identified change impacts (both system and process related).
- 810 A.8.2.9.4 Providing subject matter experts in specific work areas, processes, applications,  
811 etc. to support stakeholder awareness building sessions and/or other stakeholder  
812 engagement activities.
- 813 A.8.2.9.5 Providing input into the Change Magnitude Assessment Tool.

- 814 A.8.3 Business Analysis Management
- 815 A.8.3.1.1 The Contractor shall document its standards, methodologies, and tools for  
816 conducting and documenting business analysis, and demonstrate the alignment to  
817 industry leading standards as defined by the International Institute of Business  
818 Analysis.
- 819 A.8.3.1.2 The Contractor shall identify the delivery schedule and frequency of requirement  
820 artifacts (Business Requirements Document (BRD), System Design Document  
821 (SDD)).
- 822 A.8.3.1.3 The Contractor shall integrate its business analysis activities into the State  
823 Enterprise Architecture and enterprise governance processes.
- 824 A.8.3.1.4 The Contractor shall document its approach to ensure provision of qualified  
825 Business Analysts with appropriate Medicaid domain knowledge and Business  
826 Analyst experience.
- 827 A.8.3.2 Refine / Elaborate Requirements:
- 828 A.8.3.2.1 The Contractor shall identify to State the stakeholders necessary for participation  
829 in the business analysis and requirements gathering activities.
- 830 A.8.3.2.2 The Contractor shall review requirements as documented by the State, identify  
831 gaps, identify necessary clarifications, and offer alternatives to support solution  
832 development.
- 833 A.8.3.2.3 The Contractor shall secure clarification from relevant business and technical  
834 Subject Matter Experts (SMEs) to resolve ambiguous or conflicting requirements.
- 835 A.8.3.2.4 The Contractor shall conduct requirements gathering and refinement sessions  
836 with appropriate State and State-designated business and technical stakeholders,  
837 following industry leading standards such as those articulated by the International  
838 Institute of Business Analysis and the Business Analysis Body of Knowledge  
839 (BABOK).
- 840 A.8.3.2.5 The Contractor shall document the refined requirements for State approval in the  
841 Requirements Traceability Matrix, while maintaining requirement version control  
842 and archiving.
- 843 A.8.3.2.6 The Contractor shall write any new or revised business requirements such that it  
844 is understandable to the business and not technical in nature.
- 845 A.8.3.3 Support Design:
- 846 A.8.3.3.1 The Contractor shall review the State Enterprise and Business Architecture to  
847 gain an understanding of the desired business processes for Medicaid eligibility  
848 determinations.
- 849 A.8.3.3.2 The Contractor shall provide a Business Case Document describing the analysis  
850 that was completed and the Contractor's proposed solution, and highlighting the  
851 benefits of moving forward with the proposed solution.
- 852 A.8.3.3.3 The Contractor shall ensure that all aspects of the system are analysed for the  
853 use of industry leading practices, focusing at a minimum on:

- 854 a) Meeting the needs of the business in a safe and secure manner (including  
855 Access Management and threat vulnerability assessment);
- 856 b) Meeting the needs of external stakeholders (including residents of  
857 Tennessee, Medicaid applicants, State and Federal government agencies  
858 such as Centers for Medicare and Medicaid Services, Internal Revenue  
859 Service, Social Security Administration, State of Tennessee Strategic  
860 Technical Services, State of Tennessee Department of Human Services, and  
861 other State-approved contractors);
- 862 c) Ensuring adequate approach for Disaster Recovery / Business Continuity.

863 A.8.3.4 Support Change Requests:

- 864 A.8.3.4.1 The Contractor shall review Business Services Descriptions (BSD) issued by CMS  
865 and provide the State with a solution impact analysis on requirements, business  
866 rules, and interfaces.
- 867 A.8.3.4.2 The Contractor shall perform impact analysis on change requests to identify  
868 impacts across business processes and business rules.
- 869 A.8.3.4.3 The Contractor shall perform risk analysis on change requests to identify risks and  
870 potential mitigations associated with development and deployment of the change.
- 871 A.8.3.4.4 The Contractor shall perform alternatives analysis for change requests, to support  
872 the Project Steering Committee with relevant information concerning alternative  
873 approaches to addressing the business need underlying the request.
- 874 A.8.3.4.5 The Contractor shall perform cost analysis for change requests, indicating  
875 implementation and full lifecycle costs for the proposed change.
- 876 A.8.3.4.6 The Contractor shall work with State portfolio management to understand the  
877 impact of human resource costs as well as cross-project impacts associated with  
878 fulfilling the change request.
- 879 A.8.3.4.7 The Contractor shall provide analysis to support timing decisions for deployment  
880 of change requests, in compliance with the State release management process.

881 A.8.4 Business Process Management

- 882 A.8.4.1 The Contractor shall develop, for State approval, a Business Process Management Plan.  
883 This plan shall include at a minimum:
- 884 A.8.4.1.1 The tools that the Contractor will use for documenting and managing business  
885 processes.
- 886 A.8.4.1.2 The documentation standards that shall be used for business processes.
- 887 A.8.4.1.3 The process by which business processes will be evaluated, for both new and  
888 revised processes.
- 889 A.8.4.1.4 The roles and responsibilities of the Contractor, the State, and other MMP  
890 Contractors in Business Process Management for the project. This includes  
891 supporting the entire business process by defining, documenting, and proposing  
892 improvements to business process standards.

- 893 A.8.4.2 The Contractor shall validate State future state business processes against the proposed  
894 solution and provide a gap and alternatives analysis.
- 895 A.8.4.3 The Contractor shall ensure that the business processes, as documented, are in  
896 alignment with the State Business Architecture.
- 897 A.8.4.4 The Contractor shall ensure that business processes are reviewed and approved by the  
898 State designated project stakeholders.
- 899 A.8.4.5 The Contractor shall use industry-standard software in capturing the business processes  
900 end-to-end. Any such software shall at a minimum:
- 901 A.8.4.5.1 Capture human-to-human, human-to-system, and system-to-system workflows.
- 902 A.8.4.5.2 Use a collaborative design that will allow updates to be applied to workflows with  
903 ease, allowing for the capture of the dynamic changes to the modified workflow  
904 and that demonstrates traceability between business processes and business  
905 requirements.
- 906 A.8.4.5.3 Provide process flow documentation, consistent with the standards outlined in  
907 Tennessee Business Solutions Methodology (TBSM) Business Process  
908 Description (found at  
909 [http://www.tn.gov/assets/entities/finance/attachments/TBSMBusinessProcessDes](http://www.tn.gov/assets/entities/finance/attachments/TBSMBusinessProcessDescription.xlsx)  
910 [cription.xlsx](http://www.tn.gov/assets/entities/finance/attachments/TBSMBusinessProcessDescription.xlsx)) and the Business Analysis Body of Knowledge (BABOK).
- 911 A.8.4.5.4 Maintain versions of business processes, beginning with a baseline or current  
912 version, and maintaining each version when updates are applied.
- 913 A.8.4.5.5 Provide traceability of business processes to the Business Architecture and  
914 business rule(s) that apply to the documented process.
- 915 A.8.4.6 The Contractor shall design a solution that allows for execution of the business processes.  
916 Any such solution shall:
- 917 A.8.4.6.1 Comply with and use, to the extent possible, technologies outlined in the  
918 Enterprise Architecture.
- 919 A.8.4.6.2 Comply with or include a Business Rules Engine or Business Rules Management  
920 software proposed for handling the business rules governing the processes.
- 921 A.8.4.6.3 Comply with documented enterprise and Business Architecture. The Contractor  
922 shall secure State approval, through the appropriate State governance body, for  
923 any variance from the State architectural standards.
- 924 A.8.4.6.4 If the Contractor chooses a custom implementation for their solution, they shall  
925 ensure that the implementation is compatible with the Enterprise Architecture, and  
926 is approved by the State as being able to meet the technical and business needs.  
927 Using a custom implementation that is not natively compatible with the  
928 architecture requires a State-provided exception to use the product.
- 929 A.8.4.7 The Contractor shall document changes to the business processes that have been  
930 identified and approved by the State.
- 931 A.8.4.8 The Contractor shall ensure that the tool being used to manage business processes shall  
932 be able to identify and model the effects of the change to other business processes.

- 933 A.8.4.9 The Contractor shall work through a State sponsor to submit any proposed changes to a  
934 business process to the Project Steering Committee and other governance or review  
935 boards as designated by the Project Steering Committee.
- 936 A.8.4.10 The Contractor shall perform an impact analysis on any proposed changes to business  
937 processes. Such analysis shall include:
- 938 A.8.4.10.1 Cost implications of making the change
- 939 A.8.4.10.2 Security implications of the change
- 940 A.8.4.10.3 Identification of the impact of the change on related business processes
- 941 A.8.4.10.4 Identification of configuration changes needed based on the proposed change
- 942 A.8.4.10.5 Analysis of new business requirements against current requirements to ensure  
943 that any new requirements are not in conflict with current requirements
- 944 A.8.4.10.6 Identification of project risk implications associated with the proposed change
- 945 A.8.4.10.7 Identification of project assumptions and constraints associated with the proposed  
946 change.
- 947 A.8.4.11 The Contractor shall ensure that any proposed changes that may affect the Business or  
948 Enterprise Architecture shall be reviewed by the Architectural Review Board (ARB) for  
949 approval before implementation of the change.
- 950 A.8.4.12 The Contractor shall conduct an impact analysis, as needed, to support proposed or  
951 anticipated retirement of a business process or solution.
- 952 A.8.5 Business Rules Management
- 953 A.8.5.1 Document Business Rules Management Plan:
- 954 A.8.5.1.1 Identify an industry-recognized Business Rules Engine (BRE) or Business Rules  
955 Management System (BRMS), for State approval, which the Contractor shall use  
956 to document business rules.
- 957 A.8.5.1.2 Provide the State a written justification describing the preferred BRE or BRMS  
958 solution and the selection process used to compare the preferred solution with  
959 other industry-recognized solutions.
- 960 A.8.5.1.3 Implement BRE or BRMS solution only after the State has given approval to use  
961 the preferred BRE or BRMS solution.
- 962 A.8.5.1.4 Allow for execution of the business rules, as well as the ability for expert State  
963 business users to review and test the business rules.
- 964 A.8.5.1.5 Ensure that any BRE or BRMS system is compliant with the Minimum Acceptable  
965 Risk Standards for Exchanges (MARS-E), and properly aligned with the project  
966 Security Plan.
- 967 A.8.5.1.6 Define business rules documentation standards, subject to State approval, and  
968 consistent with CMS Seven Conditions and Standards.
- 969 A.8.5.1.7 Identify responsibilities for Business Rules Management, including critical access  
970 and segregation of duties considerations.

- 971           A.8.5.1.8     Review the BRD and obtain State approval for any changes made.
- 972           A.8.5.1.9     Demonstrate to the State that the implementation of any new business rules have  
973                     not resulted in any circular errors or broken cases elsewhere.
- 974    A.8.5.2     Define Business Rules Format:
- 975           A.8.5.2.1     The Contractor shall ensure that the business rules contain a unique identifier for  
976                     each rule.
- 977           A.8.5.2.2     The Contractor shall ensure that the business rules contain a description of the  
978                     rule.
- 979           A.8.5.2.3     The Contractor shall ensure that business rules capture any relationship between  
980                     other business rules and business requirements.
- 981    A.8.5.3     Define Business Rules Standards:
- 982           A.8.5.3.1     The Contractor shall separate business rules from core programming, as specified  
983                     by the MITA Modularity Standard.
- 984           A.8.5.3.2     The Contractor shall write business rules as a clear directive or statement specific  
985                     to one topic.
- 986           A.8.5.3.3     The Contractor shall write business rules that are understandable to the business  
987                     and not technical in nature.
- 988           A.8.5.3.4     The Contractor shall provide business rules in human-and machine-readable  
989                     format.
- 990           A.8.5.3.5     The Contractor shall engage appropriate State business Subject Matter Experts to  
991                     assist the Contractor in writing the business rules.
- 992           A.8.5.3.6     The Contractor shall write business rules that convey what shall happen or what  
993                     can only happen if a certain condition is met.
- 994           A.8.5.3.7     The Contractor shall provide a mechanism and a process to maintain business  
995                     rules and regularly review for accuracy, updates, or retirement as necessary.
- 996    A.8.5.4     Implementing Business Rules:
- 997           A.8.5.4.1     The Contractor shall, as needed, conduct requirements analysis and secure  
998                     requirements approval from the State for proposed changes to business rules.
- 999           A.8.5.4.2     The Contractor shall, as needed, conduct design definition and review sessions to  
1000                     support a proposed update to business rules, and shall secure State approval for  
1001                     the proposed design change.
- 1002           A.8.5.4.3     The Contractor shall be responsible for providing all required supporting  
1003                     information, including cost and impact analysis, relative to proposed business  
1004                     rules changes for presentation to the Project Steering Committee and any other  
1005                     State architecture or governance review bodies as designated by the Project  
1006                     Steering Committee.
- 1007           A.8.5.4.4     The Contractor shall update the Requirements Traceability Matrix as needed to  
1008                     reflect any approved changes to requirements associated with the business rules,  
1009                     including changes to downstream requirements.

- 1010 A.8.5.4.5 The Contractor shall implement changes to business rules only upon Project  
1011 Steering Committee approval of the change, while maintaining business rules  
1012 version control and archiving.
- 1013 A.8.5.4.6 The Contractor shall ensure that the Business Rule configuration items are  
1014 updated and maintained.
- 1015 A.8.5.5 Traceability within the Solution Development Lifecycle (SDLC):
- 1016 A.8.5.5.1 The Contractor shall ensure bi-directional traceability between rule-related  
1017 requirements and the associated business rules.
- 1018 A.8.5.5.2 The Contractor shall ensure that business requirements are inclusive of all  
1019 business rules.
- 1020 A.8.5.5.3 The Contractor shall ensure that business rules are assessed against functional  
1021 and non-functional requirements, as well as any proposed technical solutions or  
1022 implementation.
- 1023 A.8.5.5.4 The Contractor shall ensure that designs are inclusive of all business rules.
- 1024 A.8.5.5.5 The Contractor shall document acceptance criteria for all business rules, to  
1025 support test execution.
- 1026 A.8.5.5.6 The Contractor shall provide a test plan that includes testing the implementation  
1027 against the constraints dictated by the business rules.
- 1028 A.8.5.5.7 The Contractor shall have in place a process to identify and track post-  
1029 implementation defects between the implemented solution and business rules as  
1030 part of the software problem resolution process.
- 1031 A.8.5.5.8 The State shall be responsible for notifying the Contractor of any changes to  
1032 business rules that are an outcome of policy changes.
- 1033 A.8.5.5.9 The Contractor shall have in place a process in which any changes to the  
1034 business rules are reviewed by the Project Steering Committee before being  
1035 updated in the BRE or BRMS.
- 1036 A.8.5.5.10 The Contractor shall be responsible, through the stakeholder management  
1037 process, in notifying key stakeholders when business rules need to change based  
1038 on a Project Steering Committee approval to make the change.
- 1039 A.8.6 Requirements Management
- 1040 A.8.6.1 The Contractor shall be responsible for providing a documented requirements  
1041 management plan, subject to State approval, that addresses standards outlined in the  
1042 Project Management Body of Knowledge (PMBOK), the Business Analysis Body of  
1043 Knowledge (BABOK), and the CMS and State framework, and other applicable industry  
1044 leading practices. The Requirements Management Plan shall
- 1045 A.8.6.1.1 Identify the project's methodology for capturing functional and non-functional  
1046 business requirements
- 1047 A.8.6.1.2 Identify and maintain a list of stakeholders necessary for participation in the  
1048 requirements gathering process, clearly documenting their roles in the process

1049	A.8.6.1.3	Describe the performance measures, processes, and methods that will be used by the Contractor to monitor and enforce compliance with requirements while maintaining quality requirements management throughout the project lifecycle
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1052	A.8.6.1.4	Provide a process for the disciplined management of requirements across the requirements lifecycle, from ideation through implementation and retirement
1053		
1054	A.8.6.2	The Contractor shall be able to demonstrate requirements and architecture artifact traceability within the Contractor's toolset. The Contractor must maintain business, solution and transition requirements in an industry standard requirements management tool. Contractor's requirements management tool must be interoperable with industry standard requirements management tools. The Contractor must give the State unrestricted access to the requirements tool throughout the project SDLC.
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1060	A.8.6.3	The Contractor shall use its requirements management and test management tool to trace requirements to unit, system and user acceptance test cases and results.
1061		
1062	A.8.6.4	Identifying and Documenting Solution Requirements
1063	A.8.6.4.1	The Contractor shall incorporate requirements associated with the State's business operating model into the aggregate project requirements documentation.
1064		
1065	A.8.6.4.2	The Contractor shall conduct necessary requirements gathering activities to document all requirements and associated requirement types to meet the State's needs and achieve CMS compliance.
1066		
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1068	A.8.6.4.3	The Contractor shall engage all necessary stakeholders, including the State, Strategic Technology Services (STS), and other State-designated entities, in requirements definition activities, to support completeness of solution requirements.
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1072	A.8.6.4.4	The Contractor shall validate requirements with relevant State personnel to validate that requirements are well-defined, understood, and documented.
1073		
1074	A.8.6.4.5	The Contractor shall assign a unique ID number to each requirement.
1075	A.8.6.4.6	The Contractor shall document requirements in a manner consistent with the CMS Business Requirements Writer's Guide.
1076		
1077	A.8.6.4.7	The Contractor shall document all requirements in a requirements document that aligns to the CMS and State Requirements Document template.
1078		
1079	A.8.6.4.8	The Contractor shall ensure that requirements specifications have been developed for all hardware and software subsystems in a sufficient level of detail to ensure successful implementation.
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1082	A.8.6.4.9	The Contractor shall ensure that that maintenance requirements for the system are completely specified
1083		
1084	A.8.6.4.10	The Contractor shall elicit and document performance requirements (e.g. timing, response time and throughput) to satisfy user needs
1085		
1086	A.8.6.4.11	The Contractor shall describe and document all system interfaces precisely, by medium and by function, including input/output control codes, data format, polarity, range, units, and frequency.
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- 1089 A.8.6.4.12 The Contractor shall identify and document known constraints or limitations early  
1090 in the requirements gathering process.
- 1091 A.8.6.4.13 The Contractor shall ensure that the requirements at a minimum:
- 1092 a) Include system calculations, data manipulation and processing, user interface  
1093 and interaction with the application, and other specific functionality showing  
1094 how user requirements will be satisfied.
- 1095 b) Describe the existing non-, technical, environment, systems, functions, and  
1096 processes.
- 1097 c) Describe hardware/software requirements that will limit the design or use of  
1098 COTS options. These may include laws, regulations, hardware limitations,  
1099 interfaces, development environment, operational environment, criticality,  
1100 safety, and/or security.
- 1101 d) Describe hardware requirements and any related processes. This shall  
1102 include a detailed description of specific hardware requirements, associated to  
1103 specific project functionality/deliverables, and shall include information such  
1104 as type of hardware, brand name, specifications, size, and security, and other  
1105 relevant characteristics.
- 1106 e) Describe software requirements and any related processes. This shall include  
1107 a detailed description of specific software requirements associated to specific  
1108 project functionality/deliverables, and shall include all relevant information,  
1109 such as security standards, version numbering, functionality, data, interface  
1110 requirements, and specifications.
- 1111 f) Describe performance requirements and any related processes, including a  
1112 detailed description of specific performance requirements associated to  
1113 specific project functionality/deliverables. This shall include information such  
1114 as system capacity, cycle time, speed per transaction, test requirements,  
1115 minimum defect counts, speed, reliability, utilization and other criteria  
1116 necessary to define performance and capacity.
- 1117 g) Describe all of the technical requirements that affect availability, including  
1118 hours of operation, level of availability required, down-time impact, support  
1119 availability, accuracy, and any other criteria necessary to define availability.
- 1120 h) Describe all of the technical requirements that affect supportability and  
1121 maintainability such as coding standards, naming conventions, maintenance  
1122 access, and required utilities.
- 1123 i) Describe the requirements for any user documentation and help systems,  
1124 including context-based application support.
- 1125 j) Describe all of the user interface requirements (such as user navigation,  
1126 presentation of application and associated functionality, screen location of  
1127 interface elements, data display and manipulation), system interfaces, and  
1128 technical (hardware and software) requirements that affect interfaces, protocol  
1129 management, scheduling, directory services, broadcasts, message types,  
1130 error and buffer management, and security.
- 1131 k) Summarize and make reference to the Privacy Impact Assessment produced  
1132 during the Planning phase and its impact on security requirements and  
1133 provide justifications for why a specific privacy item is needed.
- 1134 l) Provide Security Categorization if available and describe all of the technical  
1135 requirements that affect security such as security audits, cryptography, user  
1136 data, system identification/authentication, resource utilization, and facility  
1137 access times.
- 1138 m) Describe the existing compliance environment as it affects project  
1139 requirements, and the standards that solution development must follow.  
1140 Include an overview of the compliance or standards requirements necessary  
1141 to achieve the project's objectives. List all that are applicable to the project.

- 1142 n) Include a section that applies to the systems that are required to be Section  
1143 508 compliant and describes how Section 508 of the Rehabilitation Act affects  
1144 the system, citing the technical standards it shall meet.
- 1145 A.8.6.4.14 The Contractor shall provide a process for identifying, avoiding, and resolving  
1146 conflicts or duplication of requirements and business rules.
- 1147 A.8.6.4.15 The Contractor shall identify testing or completion criteria for each requirement,  
1148 subject to State review.
- 1149 A.8.6.4.16 The Contractor shall map system requirements to associated hardware and  
1150 software requirements.
- 1151 A.8.6.4.17 The Contractor shall document requirements to support traceability through  
1152 design, build, and test phases to validate and verify that the system performs as  
1153 intended and contains no unnecessary software elements.
- 1154 A.8.6.4.18 The Contractor shall document all requirements in a requirements document that  
1155 aligns to CMS and State Requirements Document template.
- 1156 A.8.6.4.19 The Contractor shall secure State approval of all baseline requirements.
- 1157 A.8.6.5 Managing Solution Requirements
- 1158 A.8.6.5.1 The Contractor shall use a state approved, leading industry tool to manage the  
1159 business requirements lifecycle. The tool at a minimum shall:
- 1160 a) Assign or allow for the assignment of a unique identifier to each requirement  
1161 b) Collect the source of the business requirement  
1162 c) Collect a title or description of the requirement  
1163 d) Collect the detailed description of the requirement  
1164 e) Collect the owner of the requirement  
1165 f) Collect any assumptions applied to the business requirement  
1166 g) Assign a date and user stamp for the requirement when created  
1167 h) Assign or allow for the assignment of the business requirement type (e.g.,  
1168 functional, non-functional, technical.)  
1169 i) Allow for reporting the current status of the business requirement in the  
1170 lifecycle  
1171 j) Allow for identifying the business process(es) to which the requirement  
1172 applies  
1173 k) Allow for the attachment or referencing of external documents related to the  
1174 requirement  
1175 l) Have the ability to track changes made to the requirement in a way that allows  
1176 for generating a historical view of the requirement, capturing when and by  
1177 whom the change was made  
1178 m) Identify and demonstrate the relationship between requirements, functional or  
1179 otherwise; business rules; and artifacts that directly affect the requirement  
1180 (e.g. process flows)  
1181 n) Allow for hierarchical creation and sorting of requirements  
1182 o) Provide a reporting mechanism that allows requirement reports to be  
1183 generated based on:  
1184 i. requirement status  
1185 ii. requirement type  
1186 iii. the hierarchy to which they are assigned, or  
1187 iv. the business process / architectural feature to which they relate

- 1188 A.8.6.5.2 The Contractor shall demonstrate forwards and backwards traceability of  
1189 requirements, upon request from the State.
- 1190 A.8.6.5.3 The Contractor shall maintain all requirements under formal configuration control.
- 1191 A.8.6.5.4 The Contractor shall make no changes to the requirement baseline except where  
1192 the requirement has been approved through the technical change control process.
- 1193 A.8.6.5.5 The Contractor shall update project and test plans for any new requirements  
1194 approved through the project change control process.
- 1195 A.8.6.5.6 The Contractor shall ensure that individuals responsible for managing  
1196 requirements are trained in the appropriate requirements management  
1197 procedures and use of the project's requirement management tool.
- 1198 A.8.7 Test Management
- 1199 A.8.7.1 The Contractor shall develop a Test Management Plan addressing complexities  
1200 associated with a multi-phased implementation and include methodologies that at a  
1201 minimum incorporates the following as needed:
- 1202 A.8.7.1.1 Unit testing
- 1203 A.8.7.1.2 Smoke/sanity testing
- 1204 A.8.7.1.3 Functional testing
- 1205 A.8.7.1.4 Regression testing
- 1206 A.8.7.1.5 Ad-hoc testing
- 1207 A.8.7.1.6 Exploratory testing
- 1208 A.8.7.1.7 Usability testing
- 1209 A.8.7.1.8 GUI software testing
- 1210 A.8.7.1.9 GUI navigation testing
- 1211 A.8.7.1.10 Accessibility testing
- 1212 A.8.7.1.11 Security compliance testing
- 1213 A.8.7.1.12 Compatibility testing
- 1214 A.8.7.1.13 Boundary testing
- 1215 A.8.7.1.14 Negative testing
- 1216 A.8.7.1.15 Error handling testing
- 1217 A.8.7.1.16 Alert/monitoring testing
- 1218 A.8.7.1.17 Scalability testing

1219	A.8.7.1.18	Performance testing
1220	A.8.7.1.19	Recovery testing
1221	A.8.7.1.20	Reliability testing
1222	A.8.7.1.21	End-to-end testing
1223	A.8.7.1.22	Enterprise testing
1224	A.8.7.1.23	User acceptance testing
1225	A.8.7.1.24	Operational readiness testing (This testing will ensure that the operational readiness testing is appropriately comprehensive and inclusive of all elements of the State enterprise impacted by the Eligibility Modernization Project (EMP) deployment.)
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1229	A.8.7.2	The Contractor shall be responsible for generating a Test Management Plan for State approval, prior to any release or approved configuration change that defines the testing methodology, the types of tests to be performed during the lifecycle, testing schedule, and how the testing functions will be performed.
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1233	A.8.7.3	The Contractor shall ensure that the Test Management Plan is in compliance with the CMS and State Testing Framework and adheres to the appropriate stage gate reviews as prescribed in this Framework.
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1235		
1236	A.8.7.4	The Contractor shall ensure that the Test Management Plan is in compliance with security standards as set by the CMS and State Framework, CMS Information Security (IS) Standards, and Acceptable Risk Safeguards (ARS), and State security standards.
1237		
1238		
1239	A.8.7.5	The Contractor shall ensure that the Test Management Plan appropriately addresses compliance with Minimum Acceptable Risk Standards for Exchanges (MARS-E), Social Security Administration (SSA), and Federal Tax Information (FTI) security requirements.
1240		
1241		
1242	A.8.7.6	The Contractor shall support the State on program level testing of the information security requirements.
1243		
1244	A.8.7.7	The Contractor shall include appropriate static and dynamic application security testing approaches in the Test Management Plan to ensure required levels of application security.
1245		
1246	A.8.7.8	The Contractor shall provide the IV & V Contractor the necessary support to facilitate IV & V Attestation.
1247		
1248	A.8.7.9	The Contractor shall provide the IV & V Contractor the necessary support to validate and verify all testing activities throughout the Solution Development Lifecycle.
1249		
1250	A.8.7.10	The Contractor shall provide the State the necessary support to facilitate MARS-E self-attestation requirements.
1251		
1252	A.8.7.11	The Contractor shall coordinate with assessment teams to provide information and remediate findings for the Security Assessment Review (SAR).
1253		
1254	A.8.7.12	The Contractor shall review the Test Management Plan with the necessary stakeholders prior to beginning test activities and secure State approval of the Plan by the State designated testing lead prior to any tests being executed.
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1256		

- 1257 A.8.7.13 The Contractor shall conduct a review of the Project Test Management Plan with the State  
1258 at the completion of each SDLC phase to assess its effectiveness and determine any  
1259 necessary adjustments to the Project Test Management Plan, and shall make necessary  
1260 approved changes to the Project Test Management Plan as identified through this review  
1261 process.
- 1262 A.8.7.14 The Project Test Management Plan shall conform to the standards outlined in the State's  
1263 Test Management Plan and shall outline the Contractor's approach, methodology, and  
1264 associated documentation for defining:
- 1265 A.8.7.14.1 The scope of test work planned, partitioned into logical modules based on  
1266 functional or other characteristics that will provide an appropriate level of clarity for  
1267 understanding and monitoring testing progress.
- 1268 A.8.7.14.2 The types of tests the Contractor will use to test the release, which shall  
1269 acknowledge the testing types designated by the CMS and State Testing  
1270 Framework and the State's Test Management Plan.
- 1271 A.8.7.14.3 The testing environments (hardware and software) required to support testing  
1272 activities in a way that Testing and Development environments shall manage all  
1273 data in compliance with State and Federal regulations and policies.
- 1274 A.8.7.14.4 The strategy for addressing CMS and State testing Framework gate reviews and  
1275 providing adequate test coverage of the 4 main categories described within the  
1276 framework.
- 1277 A.8.7.14.5 The strategy for use of state-approved testing tools that the Contractor will use to  
1278 perform each phase of testing responsibilities, ensuring that such tools are  
1279 available to complete full integration, security, performance, regression and stress  
1280 testing in the appropriate environments.
- 1281 A.8.7.14.6 The expected timeline for completing each test phase, including contingency  
1282 plans if for any reason milestones become at risk for not being completed within  
1283 the set timeline.
- 1284 A.8.7.14.7 Testing sequence and frequency and the reporting recurrence for test results.
- 1285 A.8.7.14.8 The assumptions, constraints, and risks involved with the testing activity, to  
1286 include any mitigation plans, workarounds, or deferrals that have been  
1287 approved by the State and taken into consideration during testing.
- 1288 A.8.7.14.9 The responsibilities for authoring, administering, and executing test cases.
- 1289 A.8.7.14.10 The key stakeholders and their roles for each of the testing phase, including but  
1290 not limited to the Contractor resources, State's business and technical resources,  
1291 and other State Contractors.
- 1292 A.8.7.14.11 The strategy for retesting failed test cases to ensure early identification and  
1293 remediation of potentially persistent project issues.
- 1294 A.8.7.14.12 The strategy for communicating testing progress, status, and outcomes across  
1295 each testing phase by module, highlighting variances in module characteristics  
1296 that require modification to accurately communicate testing progress.
- 1297 A.8.7.14.13 The strategy/process for determining test success criteria and reaching  
1298 agreement with State on passing results for various test types.

- 1299 A.8.7.14.14 The entry and exit criteria for each testing phase, including the appropriate gate  
1300 reviews and success factors for each phase.
- 1301 A.8.7.14.15 The testing documentation that will be produced to support IV & V activities.
- 1302 A.8.7.15 Authoring Tests:
- 1303 A.8.7.15.1 The Contractor shall schedule Environment Readiness Review(s) (ERRs) to  
1304 include necessary State designated personnel.
- 1305 A.8.7.15.2 The Contractor shall document all necessary tests and testing activities in  
1306 accordance with the Test Management Plan. Minimally every functional and non-  
1307 functional requirement (including load, performance, capacity, and availability  
1308 requirements) must be tested by a documented test case or cases, and each test  
1309 case shall be state-approved and accompanied by the following information:
- 1310 a) The associated requirements
- 1311 b) The environment in which the test is to be performed
- 1312 c) The release in which the test case is performed
- 1313 d) The test type
- 1314 e) The data and / or test harnesses to be used in executing tests
- 1315 f) Test designer, performer, reviewer, and approver roles, to support  
1316 segregation of duties and assure performance of tasks by qualified personnel
- 1317 g) Expected test results
- 1318 h) The specific steps and sequences to be performed in completing the test
- 1319 A.8.7.15.3 The Contractor shall ensure that test cases account for testing of all State  
1320 required browsers and versions as well as accessibility considerations specified  
1321 by Section 508 standards.
- 1322 A.8.7.15.4 The Contractor shall update corresponding test cases impacted by code or  
1323 requirement changes based on approved changes to solution requirements, as  
1324 approved by the project Change Control Board.
- 1325 A.8.7.15.5 The Contractor shall review tests with appropriate stakeholders and shall secure  
1326 approval from the State designated testing lead prior to executing the tests.
- 1327 A.8.7.15.6 The Contractor shall provide system security documentation with appropriate  
1328 State stakeholders to facilitate security testing.
- 1329 A.8.7.16 Executing Tests:
- 1330 A.8.7.16.1 The Contractor shall assign personnel to perform tests in alignment with the roles  
1331 specified in the designated test plan(s).
- 1332 A.8.7.16.2 The Contractor shall use current industry standard testing tools approved by  
1333 State.
- 1334 A.8.7.16.3 The Contractor shall use State approved automated testing tools for regression  
1335 testing and as needed for other high frequency testing activities.

- 1336 A.8.7.16.4 The Contractor shall work in conjunction with State and Strategic Technology  
1337 Solutions (STS) to provide necessary environments to support all testing activities  
1338 as approved and defined by State.
- 1339 A.8.7.16.5 The Contractor shall ensure that the test performers have the necessary skills and  
1340 appropriate access to perform the test(s) effectively.
- 1341 A.8.7.16.6 The Contractor shall demonstrate and ensure that an adequate number of staff  
1342 are allocated to testing activities to efficiently deliver a quality product, maintain  
1343 project schedule, and support a phased implementation approach.
- 1344 A.8.7.16.7 The Contractor shall perform a peer review process for unit tests and test plans.
- 1345 A.8.7.16.8 The Contractor shall document the test performer, reviewer, and approver for  
1346 each test.
- 1347 A.8.7.16.9 The Contractor shall record outcomes of the tests and re-test and provide  
1348 evidence to demonstrate the complete execution of all State approved tests.
- 1349 A.8.7.16.10 The Contractor shall document test results with the associated requirements in the  
1350 Requirements Traceability Matrix.
- 1351 A.8.7.16.11 The Contractor shall record any defects or errors in a standard as outlined in the  
1352 State's Defect Management Process Software Problem Resolution  
1353 Standards/Procedures Process.
- 1354 A.8.7.16.12 The Contractor shall retest any failed tests.
- 1355 A.8.7.16.13 The Contractor shall, in cases of recurring test failures, provide access to the  
1356 related code for third party review upon request from State.
- 1357 A.8.7.16.14 The Contractor shall re-execute all modified tests resulting from changes to  
1358 solution requirements as approved by the project Technical Change Control Board  
1359 as defined in the PGMP.
- 1360 A.8.7.16.15 The Contractor shall provide State requested participants for the Implementation  
1361 Readiness Review(s) (IRRs).
- 1362 A.8.7.17 Reporting Test Status and Results:
- 1363 A.8.7.17.1 The Contractor shall publish the status of current and upcoming test activities that  
1364 fall within the reporting timeline specified in the Test Management Plan.
- 1365 A.8.7.17.2 The Contractor shall secure State approval for the frequency of test reporting.
- 1366 A.8.7.17.3 The Contractor shall support State by providing ad hoc reporting for requests  
1367 approved by the eligibility modernization Steering Committee.
- 1368 A.8.7.17.4 The Contractor shall customize test reports based on the intended audience.
- 1369 A.8.7.17.5 The Contractor shall secure State approval in defining test reporting metrics.
- 1370 A.8.7.17.6 The Contractor shall publish test results to include at a minimum:
- 1371 a) Test progress



- 1420 A.8.8.1.4 The Contractor shall ensure integrations and interfaces appropriately address  
1421 compliance with Minimum Acceptable Risk Standards for Exchanges, Social  
1422 Security Administration, and Federal Tax Information security requirements.
- 1423 A.8.8.1.5 The Contractor shall manage connectivity and operate in terms of target up timing  
1424 and availability.
- 1425 A.8.8.2 Document Requirements and Design:
- 1426 A.8.8.2.1 The Contractor shall confirm identification of all sub-systems or sub-system  
1427 components, previously identified by the State and the Technical Advisory  
1428 Services provider, that require interfacing.
- 1429 A.8.8.2.2 The Contractor shall review and, as needed, identify the interface requirements  
1430 that define at a minimum the scope of work, design, development, installation,  
1431 integration, testing and commissioning of the sub-systems.
- 1432 A.8.8.2.3 The Contractor shall work with the State to secure necessary agreements with  
1433 third parties (including CMS, relevant State of Tennessee agencies, federal  
1434 institutes and other Interface partners) for interfaces and integrations.
- 1435 A.8.8.2.4 The Contractor shall work in cooperation with the State and Interface partners to  
1436 specify the information to be exchanged over the interface by documenting this in  
1437 Interface Control Documents to provide precise technical definitions of interface  
1438 data flows and protocols.
- 1439 A.8.8.2.5 The Contractor shall develop the Interface Control Document, based on the CMS  
1440 Interface Control Document template, to document and track the necessary  
1441 information required to effectively define the Eligibility Modernization Project  
1442 (EMP) interfaces as well as any rules for communicating with them in order to give  
1443 the development team guidance on architecture of the system to be developed.
- 1444 A.8.8.2.6 The Contractor shall validate all interface control documents with the State  
1445 Security team.
- 1446 A.8.8.2.7 The Contractor shall specify and be managed to performance and availability  
1447 criteria, subject to State approval, for each interface or integration including but  
1448 not limited to budget, uptime requirements, outage coverage, maintainability,  
1449 scalability, sustainability, portability, efficiency and usability.
- 1450 A.8.8.3 Develop Interfaces and Integrations:
- 1451 A.8.8.3.1 The Contractor shall develop interfaces and / or integrations to support the timely  
1452 and accurate exchange of information between the Medicaid eligibility solution  
1453 and all other necessary systems, including but not limited to the Federal Data  
1454 Services Hub (FDSH), State of Tennessee Department of Human Services,  
1455 Strategic Technology Services (STS), Social Security Administration (SSA) and  
1456 other federal and state external data sources as needed.
- 1457 A.8.8.3.2 The Contractor shall obtain approval by the State Information Security Steering  
1458 Committee or its designated proxy on Interface Design Documents to ensure  
1459 appropriate access to information when executing data exchanges.
- 1460 A.8.8.3.3 The Contractor shall coordinate integration efforts with Interface Partners and all  
1461 State agencies.

- 1462 A.8.8.3.4 The Contractor shall provide control mechanisms for each integration, to ensure  
1463 successful and complete exchange of all interface and integration data.
- 1464 A.8.8.3.5 The Contractor shall provide fail-over approaches to address high availability,  
1465 prevent service interruptions, and ensure system availability due to maintenance  
1466 or unanticipated events.
- 1467 A.8.8.4 Test Interfaces and Integrations:
- 1468 A.8.8.4.1 The Contractor shall provide control mechanisms for each integration, to ensure  
1469 successful, appropriate, and complete exchange of all specified data elements.
- 1470 A.8.8.4.2 As part of the Test Management Plan, the Contractor shall develop, manage, and  
1471 monitor testing schedule and use it to coordinate with all Interface Partners.
- 1472 A.8.8.4.3 The Contractor shall test all relevant elements of interfaces and interchanges in  
1473 conjunction with State IS and provide supporting documentation of successful test  
1474 completion to the State and secure State sign-off, documenting completion of the  
1475 integrations and interfaces to the specified state requirements. These tests shall  
1476 demonstrate accuracy, completeness, timeliness, and performance of interfaces  
1477 and interchanges.
- 1478 A.8.8.4.4 The Contractor shall conduct end to end testing with the State's interface partners  
1479 after completion of the system testing phase, and define the solution entry and  
1480 exit criteria for this phase of testing with State approval.
- 1481 A.8.8.4.5 The Contractor shall develop the necessary test cases and scenarios to validate  
1482 and verify solution interfaces function as expected by requirements. To this end,  
1483 boundary value testing, negative testing, and white and black box testing  
1484 approaches shall be incorporated into the test cases and scenarios to ensure  
1485 proper test coverage.
- 1486 A.8.8.4.6 The Contractor shall provide test data and test harnesses where appropriate to  
1487 State IS.
- 1488 A.8.8.4.7 The Contractor shall provide test cases and scenarios for use by the State during  
1489 user acceptance testing. The test cases will provide holistic coverage of interface  
1490 performance in support of the eligibility determination process.
- 1491 A.8.8.4.8 The Contractor shall provide the IV & V Contractor the necessary support to  
1492 facilitate IV & V Attestation.
- 1493 A.8.8.5 Deploy Interfaces and Integrations:
- 1494 A.8.8.5.1 The Contractor shall ensure completion / readiness of all designated interface and  
1495 integration deployment risk mitigation plans.
- 1496 A.8.8.5.2 The Contractor shall participate in pre-deployment gate reviews and provide  
1497 documentation to ensure readiness of interfaces and integrations for deployment.
- 1498 A.8.8.5.3 The Contractor shall deploy all approved interfaces and integrations into  
1499 production, following and agreed upon change, configuration, deployment and  
1500 release management procedures.
- 1501 A.8.8.5.4 The Contractor shall ensure successful deployment of the interfaces and  
1502 integrations through smoke test results or other processes as agreed by the State.

- 1503 A.8.8.6 Operate Interfaces and Integrations:
- 1504 A.8.8.6.1 The Contractor shall establish automated monitoring and alert procedures for  
1505 contacting key personnel in the event of interface / integration interruptions in real  
1506 time 24/7/365.
- 1507 A.8.8.6.2 The Contractor shall validate completion of all specified data exchange activities.
- 1508 A.8.8.6.3 The Contractor shall track, report, and analyse all interface and integration  
1509 exceptions and errors and shall work with interface and integration partner entities  
1510 and the State's operations as needed to identify a resolution path and  
1511 communication plan for the errors.
- 1512 A.8.8.6.4 The Contractor shall manage while also adhering to the State's Software Problem  
1513 Resolution process for investigating and resolving reported problems and potential  
1514 defects.
- 1515 A.8.8.6.5 The Contractor shall monitor the need for interface and integration changes and  
1516 shall follow the State's change control process to initiate approval for changes.
- 1517 A.8.8.6.6 The Contractor shall update interfaces and integrations, as approved through the  
1518 change control process, to address new requirements and/or achieved continued  
1519 or improved effectiveness in meeting existing requirements.
- 1520 A.8.8.6.7 The Contractor shall ensure that there is root-cause analysis performed for all  
1521 unexpected service interruptions due to failed interfaces / integrations.
- 1522 A.8.8.6.8 The Contractor shall identify and develop recovery and any needed remediation  
1523 procedures for known errors
- 1524 A.8.8.6.9 The Contractor shall identify and develop approved escalation procedures.
- 1525 A.8.8.6.10 The Contractor shall develop Disaster Recovery / Business Continuity plan.
- 1526 **A.8.9 Integrated System Implementation Management**
- 1527 A.8.9.1 Develop Implementation Plan:
- 1528 A.8.9.1.1 The Contractor shall develop an implementation plan consistent with the  
1529 standards outlined in the CMS Implementation Plan template, to define the  
1530 activities, sequence, roles and responsibilities associated with moving the new  
1531 solution into production. This plan shall:
- 1532 a) Outline the deployment approach.
- 1533 b) Define the entry criteria required to commence deployment activities.
- 1534 c) Provide the names of the responsible organization(s), and titles and telephone  
1535 numbers of the staff who serve as points of contact for the deployment. These  
1536 points of contact shall include the Contractor Project Manager and Technical  
1537 Lead and key personnel, the State technical and business owners, the State  
1538 key resources, as well as Other State Contractors and representatives from  
1539 other entities such as STS, CMS, and State of Tennessee Department of  
1540 Human Services.
- 1541 d) Define the timeline and schedule of deployment activities.
- 1542 e) Document deployment risks and provided detailed risk mitigation plans.
- 1543 A.8.9.2 Develop Contingency Plan

- 1544 A.8.9.2.1 Define the contingency plan for the State's approval, to provide a contingency  
1545 option in case of deployment complications or failure, to include at a minimum:
- 1546 a) Criteria required for a roll back to occur  
1547 b) Defined sequence of events prior to and during a contingency plan  
1548 c) Communication matrix including stakeholders to contact in the event a roll-  
1549 back or contingency plan will need to occur  
1550 d) Escalation process
- 1551 A.8.9.3 Document criteria for implementing the system in the production environment and  
1552 necessary documentation required to proceed with the implementation process.
- 1553 A.8.9.4 Develop Transition Plan:
- 1554 A.8.9.4.1 The Contractor shall document the entry and exit criteria for transition activities, as  
1555 approved by the State, to commence and complete transition to operations.
- 1556 A.8.9.4.2 The Contractor shall describe the Contractor's approach for supporting a multi-  
1557 phased release of functionality to provide the State value as early as possible  
1558 during the project timeframe.
- 1559 A.8.9.4.3 The Contractor shall document the Contractor's approach, resources, and  
1560 organizational structure to support efficient operations and maintenance activities  
1561 including approved workarounds, enhancements and defect fixes for software  
1562 configuration items included in the production release while simultaneously  
1563 supporting major software configuration items in development for subsequent  
1564 releases.
- 1565 A.8.9.4.4 The Contractor shall document the Contractor's approach, resources, and  
1566 organizational structure to support efficient development of software configuration  
1567 items for future functionality releases without compromising operations and  
1568 maintenance activities for software configuration items in production.
- 1569 A.8.9.4.5 The Contractor shall describe the approach for issue reporting and resolution of  
1570 issues identified during the post go-live stabilization period prior to the post  
1571 implementation review.
- 1572 A.8.9.4.6 The Contractor shall document exit criteria, including Service Level Agreements  
1573 and applicable performance standards that will be used to define a stable  
1574 production environment, as well as the required duration for stable performance to  
1575 ensure completion of the stabilization period. Exit criteria shall be contingent on  
1576 State approval.
- 1577 A.8.9.4.7 The Contractor shall document Assumptions, Constraints, Dependencies, Risks  
1578 and Issues applicable to the transition to operations.
- 1579 A.8.9.4.8 The Contractor shall identify risk mitigation plans and owners for transition  
1580 activities.
- 1581 A.8.9.4.9 The Contractor shall develop a cut-over plan that provides continuity of service in  
1582 Medicaid for the State of Tennessee.
- 1583 A.8.9.4.10 The Contractor shall develop a plan to manage the activities and issues related to  
1584 the transition from a Determination to an Assessment State.

- 1585 A.8.9.4.11 The Contractor shall prepare CMS required change control documentation that  
1586 applies to significant changes in compliance with CMS change management  
1587 process.
- 1588 A.8.9.5 Prepare for Implementation:
- 1589 A.8.9.5.1 The Contractor shall provide information as requested by the IV & V Contractor to  
1590 ensure that the system is fully compliant with functional and non-functional  
1591 requirements, configuration management requirements, and Service Level  
1592 Agreements.
- 1593 A.8.9.5.2 The Contractor shall complete implementation preparation activities that will be  
1594 used to drive a 'Go/No-Go' decision, including at minimum:
- 1595 a) Completion of a holistic Operational Readiness Assessment that will outline  
1596 critical system and business components, and each individual/business unit  
1597 required to provide sign-off.
- 1598 b) Demonstrated completion of entry criteria for the start of implementation  
1599 activities, as defined in the Implementation Management Plan, with sign-off  
1600 from the State.
- 1601 c) Provision of implementation checklists, for final approval by the State, to  
1602 support accurate completion of all implementation activities.
- 1603 A.8.9.5.3 The Contractor shall request a 'Go/No-Go' decision from the State prior to  
1604 entering into implementation activities.
- 1605 A.8.9.5.4 The Contractor shall plan and execute an appropriate communication strategy for  
1606 all implementation affected stakeholders in cooperation with the State's  
1607 Organizational Change Management personnel and Strategic Program  
1608 Management Office personnel.
- 1609 A.8.9.5.5 The Contractor shall support training activities in conjunction with the State and  
1610 Other State Contractors.
- 1611 A.8.9.5.6 Execute implementation (deployment) plan: This activity involves initiating and  
1612 completing the solution deployment, moving the new solution into production as  
1613 the system of record for the defined business functions.
- 1614 A.8.9.5.7 The Contractor shall follow the implementation documentation, checklists, and  
1615 tools developed in the Plan Implementation activity to support successful  
1616 completion of a system implementation.
- 1617 A.8.9.5.8 The Contractor shall complete implementation execution activities once a 'Go/No-  
1618 Go' decision has been reached, including at minimum:
- 1619 a) Deployment activities to occur upon receiving State approval for  
1620 implementation
- 1621 b) Overall sequence and site-specific implementation specifications
- 1622 c) Manage coordination activities with Strategic Technology Solutions (STS) and  
1623 all interface partners.
- 1624 d) Management of Operations and Maintenance resources
- 1625 e) As needed, execute contingency plans as defined in the Plan Implementation  
1626 activity.

- 1627 A.8.9.5.9 The Contractor shall provide Release Notes that outline the overall  
1628 implementation process.
- 1629 A.8.9.5.10 The Contractor shall convert data from all existing data sources and perform  
1630 substantial initial data loads from legacy operational systems.
- 1631 A.8.9.6 Execute Transition Plan:
- 1632 A.8.9.6.1 The Contractor shall provide the appropriate level of resources and organizational  
1633 structure to support efficient operations and maintenance activities including bug  
1634 fixes and enhancements for software configuration items included in production  
1635 release while not compromising productivity for major software configuration items  
1636 in development.
- 1637 A.8.9.6.2 The Contractor shall ensure that Operations and Maintenance staff is trained,  
1638 onsite, ready and capable of providing Operations and Maintenance services 4  
1639 weeks prior to go-live.
- 1640 A.8.9.6.3 The Contractor shall provide adequate personnel to the Operations and  
1641 Maintenance production control that will include at a minimum  
1642 Configuration/Release Manager, CIP/Problem/Incident Manager and a Production  
1643 Control/ Operations Manager
- 1644 A.8.9.6.4 The Contractor shall provide the appropriate level of resources and organizational  
1645 structure to support efficient development of software configuration items for  
1646 future functionality releases while not compromising operations and maintenance  
1647 activities for software configuration items in production.
- 1648 A.8.9.6.5 The Contractor shall publish risk and issue reporting and resolution.
- 1649 A.8.9.6.6 The Contractor shall identify and execute resolution plans, subject to State  
1650 approval, for any issues identified during the post go-live stabilization period prior  
1651 to the post implementation review.
- 1652 A.8.9.6.7 The Contractor shall ensure satisfactory completion of transition exit criteria as  
1653 defined in the Implementation Plan and performance levels as identified in  
1654 relevant Service Level Agreements.
- 1655 A.8.10 Post Implementation Evaluation
- 1656 A.8.10.1 Support evaluation planning:
- 1657 A.8.10.1.1 The Contractor shall provide information to indicate availability and schedule for  
1658 providing data to support the evaluation.
- 1659 A.8.10.1.2 The Contractor shall provide prototypes of data to confirm fit and format of data to  
1660 support the post implementation evaluation.
- 1661 A.8.10.2 Provide information:
- 1662 A.8.10.2.1 The Contractor shall provide data, as specified and in a format approved by the  
1663 State, to document solution performance, and supports user/customer and  
1664 performance assessment activities.
- 1665 A.8.10.2.2 Provide required deliverables as outlined in the post-implementation review gate  
1666 review.

- 1667 A.8.10.3 Provide recommendations:
- 1668 A.8.10.3.1 The Contractor shall document lessons learned:
- 1669 A.8.10.3.2 The Contractor shall provide the State with documentation of lessons learned, as  
1670 compiled through the lifecycle and in the Post-Implementation Evaluation, to  
1671 support improved project performance on future solution releases and, where  
1672 applicable, other MMP projects, to include topics such as:
- 1673 a) Best practice identification  
1674 b) Issue root causes  
1675 c) Risk and issue mitigation  
1676 d) Performance improvement opportunities
- 1677 A.8.10.3.3 The Contractor shall provide recommendations for process improvement to the  
1678 solution development lifecycle.
- 1679 A.8.10.3.4 The Contractor shall participate in lessons learned activities for each release and  
1680 provide constructive feedback, both positive and negative, with respect to their  
1681 role in the solution lifecycle.
- 1682 A.8.10.3.5 The Contractor shall provide solution recommendations, supported by analysis to  
1683 include cost, risk, security, business, and organizational impacts, and that outline:
- 1684 a) Functions that may warrant refinement or replacement to support improved  
1685 performance or architectural alignment  
1686 b) Functions that may warrant enhancement, to derive increased value from the  
1687 existing solution investment  
1688 c) New functions that can provide compelling value in addressing the State's  
1689 business needs.
- 1690 A.8.10.4 The Contractor shall engage in Annual Operational Assessments (AOA) that reports on:
- 1691 A.8.10.4.1 Investment performance
- 1692 A.8.10.4.2 User satisfaction with the solution associated with the investment
- 1693 A.8.10.4.3 Adaptability to changing business needs
- 1694 A.8.10.4.4 New technologies that might improve the investment
- 1695 A.8.10.5 Develop Disposition Plan:
- 1696 A.8.10.5.1 The Contractor shall develop a Disposition Plan in compliance with CMS and  
1697 State, and other industry leading standards.
- 1698 A.8.10.5.2 The Contractor shall include project closeout activities, data archiving strategies,  
1699 hardware destruction procedures, and capacity reallocation in the Disposition  
1700 Plan.
- 1701 A.8.10.5.3 The Contractor shall review the Disposition Plan with the State and request  
1702 approval once finalized.

1703 **A.9 Deliverable Submission Process**

- 1704 A.9.1 The Contractor shall follow the defined deliverable submission process for each deliverable that is  
1705 agreed upon during the PPA process.
- 1706 A.9.2 The Contractor shall submit a DED for each deliverable one month prior to the first submission  
1707 date and request approval from the State.
- 1708 A.9.3 The Contractor shall create deliverables as defined in each approved deliverables DED.
- 1709 A.9.4 The Contractor shall facilitate for each deliverable a walkthrough with the State one week prior to  
1710 the first submission date.
- 1711 A.9.5 The Contractor shall submit for each deliverable a first submission on the agreed submission date  
1712 and allow the State to review and provide responses.
- 1713 A.9.6 The Contractor shall submit for each deliverable a second submission, resolving comments  
1714 received by the State on the first submission, and allowing the State to review and provide  
1715 responses.
- 1716 A.9.7 The Contractor shall resolve all outstanding responses from the State prior to each deliverables  
1717 final submission.
- 1718 A.9.8 The Contractor shall submit a final submission for each deliverable at least six weeks prior to a  
1719 CMS Gate Review.
- 1720 A.9.9 The Contractor shall submit a final submission for each deliverable at least three week prior to a  
1721 Project Consult.
- 1722 A.9.10 The Contractor shall follow the review and response times based on the complexity level bucket  
1723 that will be assigned to the deliverable during the PPA process, as follows:

Complexity Level	Length of State Review Period for each Review Cycle	Length of Contractor Update Period after Receiving State Updates
<b>Standard</b>	5 days	5 days
<b>Moderate</b>	10 days	10 days
<b>High</b>	20 days	20 days

1724

1725 **A.10 Environments**

- 1726 A.10.1 The Contractor shall build, support, and maintain the environments necessary to support all  
1727 releases of the EMP. This includes, but is not limited to, development, data conversion, testing,

- 1728 training, operational readiness, and production. Environments shall be housed and hosted by the  
1729 State infrastructure provider (STS).
- 1730 A.10.2 The Contractor shall develop an environment strategy and approach that will ensure adequate  
1731 environments to support all requirements defined within the Contract.
- 1732 A.10.3 The environment strategy and approach shall support the need for two concurrent releases in  
1733 development, in addition to regular maintenance releases. Therefore, up to four sets of  
1734 development and testing environments shall be required.
- 1735 A.10.4 The Contractor shall provide the environments below. Any deviation from the list of environments  
1736 below shall be supported by the Contractor's environment strategy and approach and approved by  
1737 the State. The Contractor may propose additional application environments based on their  
1738 development methodology and their understanding of the project roadmap.
- 1739 A.10.4.1 Production
- 1740 A.10.4.2 Production Support
- 1741 A.10.4.3 Staging / Penetration Testing
- 1742 A.10.4.4 Technical Sandbox
- 1743 A.10.4.5 Development
- 1744 A.10.4.5.1 Development
- 1745 A.10.4.5.2 Interface Development
- 1746 A.10.4.5.3 Unit / Automated test
- 1747 A.10.4.5.4 Component Integration Test
- 1748 A.10.4.5.5 Conversion Development
- 1749 A.10.4.6 Test
- 1750 A.10.4.6.1 System Integration Test
- 1751 A.10.4.6.2 Functional Test
- 1752 A.10.4.6.3 Automated Regression Test / QA
- 1753 A.10.4.6.4 Interface Test
- 1754 A.10.4.6.5 Performance / Stress Test
- 1755 A.10.4.6.6 Conversion Test
- 1756 A.10.4.6.7 User Acceptance Test
- 1757 A.10.4.7 Training
- 1758 A.10.4.8 Disaster Recovery

1759 **A.11 Data Conversion**

- 1760 A.11.1 The Contractor shall be responsible for planning, developing, testing, implementing, maintaining,  
1761 and managing the secure data conversion process in all environments of the EMP.
- 1762 A.11.2 The Contractor shall identify the legacy systems and other data sources that provide eligibility data  
1763 to be loaded into the proposed solution.
- 1764 A.11.3 The Contractor shall be responsible for converting all data from the legacy eligibility determination  
1765 systems that are necessary in order for the EMP to support ongoing eligibility determinations,  
1766 appeals, audits, and other processes as required by Federal and State regulations and policies.
- 1767 A.11.4 The Contractor shall develop and deliver, to State stakeholders, a comprehensive Data  
1768 Conversion Plan. The Data Conversion Plan shall be reviewed and baselined for each  
1769 implementation phase of the EMP.
- 1770 A.11.5 The Contractor shall define the selection criteria to be used to identify the data to be extracted  
1771 from the source data.
- 1772 A.11.6 The Contractor shall define whether the data conversion process for a data source will be an  
1773 automated data conversion process or a manual data conversion process.
- 1774 A.11.7 The Contractor shall provide an explanation indicating the reason an automated conversion of a  
1775 data source is not feasible or otherwise not recommended.
- 1776 A.11.8 The Contractor shall provide details on data collection tools and load processes for any manual  
1777 data conversion processes that are identified as necessary.
- 1778 A.11.9 The Contractor shall provide logical and physical data models for the EMP.
- 1779 A.11.10 The Contractor shall provide a detailed data element mapping crosswalk between the data source  
1780 and the data target.
- 1781 A.11.11 The Contractor shall map Source data elements to Target data elements with transformation rules.
- 1782 A.11.12 The Contractor shall define data cleansing, reporting, and remediation processes and procedures  
1783 for each data source, with organizational roles and responsibilities.
- 1784 A.11.13 The Contractor shall develop tools to be utilized for development and execution of the Extract,  
1785 Transform, and Load (ETL) processes required to complete automated data conversion.
- 1786 A.11.14 The Contractor shall provide estimated data volumes and runtimes by data source.
- 1787 A.11.15 The Contractor shall describe the QA processes to be executed and reports to be delivered to  
1788 HCFA IS to verify the completeness, integrity, and readiness of the converted data for use in the  
1789 Target system.
- 1790 A.11.16 The Contractor shall define audit processes to track the ETL process for each row from Source to  
1791 Target system.
- 1792 A.11.17 The Contractor shall define change control authorization and audit processes to authorize and  
1793 track changes applied outside of the proposed solution to converted data in order to correct errors  
1794 identified in the data post go-live of the proposed solution following the data conversion.
- 1795 A.11.18 The Contractor shall be responsible for including the development of conversion software and  
1796 performing manual data conversion. This activity shall include testing conversion programs and  
1797 procedures and the preliminary conversion of all data.

- 1798 A.11.19 The Contractor shall be responsible for coordinating and collaborating with Other State  
1799 Contractors (i.e. State MMIS, CHIP, Accent, etc. Contractors) to resolve data conversion issues.
- 1800 A.11.20 The Contractor shall be responsible for maintaining the data after go-live and ensure that  
1801 maintenance of the source DBMS after go-live does not adversely impact the referential integrity of  
1802 the data.
- 1803 A.11.21 The Contractor shall be responsible for reconciling and vetting data source (e.g., CHIP data)  
1804 mapping errors and allotting the appropriate timing to address these errors prior to converting the  
1805 data into the Target system.
- 1806 A.11.22 The Contractor shall be required, at the direction of the State, to directly work with the State and  
1807 Other State Contractors to analyze the data to be converted and develop extract specification and  
1808 testing processes to ensure completeness of data conversion.
- 1809 A.11.23 The Contractor shall coordinate with the State and Other State Contractors to develop a Data  
1810 Conversion Plan describing the approach, strategy, constraints, assumptions, and specifications  
1811 for converting and migrating data from current legacy sources.
- 1812 A.11.24 The Contractor shall provide a data conversion strategy, approach, and plan that includes, but is  
1813 not limited to, the following:
- 1814 A.11.24.1 Identification of source and target systems/environments
- 1815 A.11.24.2 Identification of locations involved in the conversion effort
- 1816 A.11.24.3 Provision for a non-disruptive conversion (no or minimal down-time)
- 1817 A.11.24.4 Description of any automated methods of conversion that require limited intervention by  
1818 the State
- 1819 A.11.24.5 Description and addressing of security measures that will enforce referential integrity of all  
1820 data
- 1821 A.11.24.6 Plan to implement a mechanism for identifying and reporting conversion errors
- 1822 A.11.24.7 Plan to implement a mechanism for error resolution
- 1823 A.11.24.8 Plan to implement a method to reconcile data and differentiate between converted data  
1824 and new system data
- 1825 A.11.24.9 Provision of a capability to automatically reverse or undo a conversion
- 1826 A.11.24.10 Identification of conversion validation and verification procedures and activities required  
1827 for system testing.
- 1828 A.11.24.11 Identification of the testing of tools and scripts and the validation and verification of  
1829 resulting test data, in preparation for data loading.
- 1830 A.11.24.12 Provision of a mapping of the source to destination, considering intermediate processing  
1831 requirements.
- 1832 A.11.24.13 Data cleansing process
- 1833 A.11.24.14 Frequency of data conversion in all environments (such as CIT/SIT, UAT, and Production)

- 1834 A.11.24.15 Plan for sequencing of data loads
- 1835 A.11.24.16 Data Conversion Schedule
- 1836 A.11.24.17 Roles and Responsibilities
- 1837 A.11.24.18 Confirmation / denial of the need for parallel runs of the old and new systems during the  
1838 conversion process (or a one-time cut-over to the new system).
- 1839 A.11.24.19 Identification of criteria for a Go/No-Go decision.
- 1840 A.11.24.20 Assumptions
- 1841 A.11.24.21 Risks
- 1842 A.11.24.22 List of tools needed to execute the conversion
- 1843 A.11.24.23 Strategy for data QA and control
- 1844 A.11.24.24 Strategy for populating data not contained in legacy systems / sources
- 1845 A.11.24.25 Approach for converting and migrating scanned documents / images from legacy systems
- 1846 A.11.25 The Contractor shall develop manual conversion procedures for loading data that cannot load to  
1847 the Target new system environment using an automated conversion process. The Contractor shall  
1848 be responsible for all activities required for Target system for manual data conversion.
- 1849 A.11.26 The Contractor shall produce a before-and-after conversion report to the State which shall include,  
1850 but is not limited to, the following:
- 1851 A.11.26.1 Conversion count
- 1852 A.11.26.2 Conversion errors
- 1853 A.11.26.3 Error rate
- 1854 A.11.26.4 Data type conversion source type to native type failures
- 1855 A.11.26.5 Validation and completeness for conversion
- 1856 A.11.27 The Contractor shall reconcile any errors produced from any data conversion run.
- 1857 A.11.28 The Contractor shall ensure that as a result of the data conversion process any given member  
1858 maintains his / her Medicaid healthcare coverage before and after the production data conversion.
- 1859 A.11.29 The Contractor shall ensure that converted data follows the protection and privacy protocols  
1860 established by the SSP and security control outlined by the State and security compliance  
1861 regulations. Security measures shall be enforced regarding data sensitivity issues.
- 1862 A.11.30 The Contractor shall identify the data cleansing, validation, and initiation requirements for the data  
1863 conversion activities.
- 1864 A.11.31 The Contractor shall provide to the State a list of data conversion tools and scripts to perform data  
1865 conversion, intermediate data processing, and loading cleansed data into the destination (target)

- 1866 data repository. This shall include both automated conversion program and manual procedures  
1867 (data entry procedures).
- 1868 A.11.32 The Contractor shall provide a Contingency Plan for all data conversion runs.
- 1869 A.11.33 The Contractor shall be responsible for coordinating, addressing, and reconciling with the State  
1870 any data QA and control issues prior to a given data conversion cycle. In addition, the Contractor  
1871 shall be responsible for identifying types of data quality problems that may occur, including but not  
1872 limited to the following considerations:
- 1873 A.11.33.1 Invalid Content
- 1874 A.11.33.2 Data Type redefinitions (e.g., alphas in dates and numbers data field)
- 1875 A.11.33.3 Incomplete records (e.g., uninitialized data)
- 1876 A.11.34 The Contractor shall be responsible for running a number, as approved by the State, of mock data  
1877 conversions to achieve a 95% pass rate. Each mock conversion shall simulate the real go-live  
1878 process with actual data volumes.
- 1879 A.11.35 The Contractor shall not use default values in production for missing data (e.g., SSN, birth date)  
1880 without prior approval by the State.
- 1881 **A.12 Production Pilot**
- 1882 This section to be elaborated in final version of RFQ.
- 1883 **A.13 Operational Readiness**
- 1884 A.13.1 Cut-Over
- 1885 A.13.1.1 The contractor shall perform the following Cut-Over activities:
- 1886 a) Coordination of all cutover activity to include verification of final data transfers,  
1887 initiation of all batch jobs, cutover of network and telecommunication services, and  
1888 any and all other activity defined in the Contractors approach  
1889 b) License and warranties for any / all hardware / software
- 1890 A.13.1.2 Cutover of the Service Desk service
- 1891 A.13.1.3 Validation of cutover success or execution of any required contingency activity in response  
1892 to cutover failures
- 1893 **A.14 Operations and Maintenance**
- 1894 A.14.1 Continuous Improvement Process (CIP)
- 1895 A.14.1.1 The Contractor shall be responsible for managing a mature CIP for all EMP related  
1896 services throughout the entire service lifecycle. The CIP shall identify and address  
1897 opportunities for improvement within each service to maximize the service performance,  
1898 value, and functionality. The Contractor shall be responsible for developing and  
1899 implementing a CIP that aligns with industry leading standards (e.g. ITIL or Six Sigma)  
1900 and is approved by State stakeholders. The CIP shall be reviewed and managed at the  
1901 senior level within the Contractor account team to ensure effectiveness.
- 1902 A.14.1.2 Define areas for improvement: Based on the defined service level agreements and on-  
1903 going monitoring and reporting of KPIs (refer to each capability section for defined KPIs),

- 1904 the Contractor shall conduct a gap analysis to identify the areas and opportunities for  
1905 improvement.
- 1906 A.14.1.3 The Contractor shall perform formal maturity assessments and service reviews against  
1907 each capability. Assessments shall be conducted at least once a quarter, in order to  
1908 highlight areas of improvement or concern. The findings of the maturity assessments and  
1909 the service reviews shall be published to the State. The effectiveness of the CIP shall be  
1910 demonstrated through these assessments over time, and shall be presented to the State  
1911 in an annual review.
- 1912 A.14.1.4 The Contractor shall be pro-active in its approach, developing quarterly and annual  
1913 improvement roadmaps detailing initiatives on a three year cycle and set target maturity  
1914 levels to measure success of the CIP.
- 1915 A.14.1.4.1 The Contractor shall provide specific KPIs to be included in the analysis and  
1916 require pro-active activities as the data demonstrates the need, as requested by  
1917 the State.
- 1918 A.14.1.5 Gather and process the data: Data shall be gathered and available for reporting to  
1919 evaluate all defined KPIs in order to support the goals and objectives of the EMP solution  
1920 and the CIP.
- 1921 A.14.1.5.1 The Contractor shall be responsible for gathering and rationalizing the supporting  
1922 data for each defined KPI, and making it consistent to identify any potential gaps  
1923 in the data.
- 1924 A.14.1.5.2 The Contractor shall develop reports and dashboards to support the CIP and  
1925 make them available to the State on a monthly basis. Reports and dashboards  
1926 and the underlying KPIs will be continuously reviewed and modified in order to  
1927 mature the CIP and produce the best results.
- 1928 A.14.1.6 Analyze the data
- 1929 A.14.1.6.1 The Contractor shall perform data analysis for all relevant services as defined  
1930 within the CIP. Data analysis shall be performed at least once per quarter.
- 1931 A.14.1.6.2 The Contractor shall produce a data analysis report and shall publish the report to  
1932 the various State stakeholders. The data analysis report shall present an accurate  
1933 picture of the results of each service performance against the defined KPIs  
1934 (referenced at each capability section), allowing the State's stakeholders  
1935 maximum visibility to enhance effective managerial decision making.
- 1936 A.14.1.7 Implement Corrective Action Plans (CAPs): The knowledge gained shall be used to  
1937 optimize, improve, and correct services. The EMP Contractor shall identify issues and  
1938 present solutions. The CAPs selected to improve the service are communicated and  
1939 explained to the State's key stakeholders. Following this step, the State and the  
1940 Contractor shall establish a new baseline and the cycle begins again.
- 1941 A.14.1.7.1 The Contractor shall develop Corrective Action Plans (CAPs) for each of the  
1942 issues identified. The CAPs must be published to State for approval. All CAPs  
1943 must consider cross functional dependencies.
- 1944 A.14.1.7.2 The Contractor shall develop and manage a procedure for tracking and validating  
1945 the implementation of the CAPs.

- 1946 A.14.2 Service Level Management
- 1947 A.14.2.1 The Contractor is responsible for adhering to and remaining compliant with agreed upon  
1948 SLAs as defined in Section A.24. The Contractor is responsible and accountable for  
1949 ongoing monitoring and reporting on performance against current SLAs and any service  
1950 levels requested by and agreed upon with State leadership. Service level reviews shall be  
1951 required by the Contractor at a frequency defined by the State. In the event that the  
1952 Contractor does not agree, the State and the Contractor shall negotiate the SLA to a  
1953 mutual agreement.
- 1954 A.14.2.2 Monitor and Report on Service Levels
- 1955 A.14.2.2.1 The Contractor shall produce and manage a formal process for ongoing review  
1956 and revision of the service levels between the State, Contractor and other State  
1957 Contractors. The process shall be submitted to the State for approval within 30  
1958 days of contract start.
- 1959 A.14.2.2.2 The Contractor shall monitor performance against SLAs approved by the State.  
1960 Reporting and monitoring of SLAs must be accurate and provide data that  
1961 provides the State a complete view of the performance for each service. Reports  
1962 must be provided to the State on an agreed upon regular schedule.
- 1963 A.14.2.3 Perform Service Level Reviews:
- 1964 A.14.2.3.1 The Contractor shall perform periodic reviews, on a schedule defined by the State,  
1965 of SLAs and performance against them to ensure the State is satisfied with the  
1966 level of performance. The Contractor shall produce and provide the State with  
1967 formal reports of findings.
- 1968 A.14.3 Service Portfolio and Service Catalog Management
- 1969 A.14.3.1 The Contractor shall work with State stakeholders to provide the necessary inputs for EMP  
1970 related services into the State's Service Portfolio and Service Catalog.
- 1971 A.14.3.2 The Contractor shall provide the relevant input to the State and other State Contractor  
1972 service providers on an as-needed basis.
- 1973 A.14.4 Technology Capacity and Performance Management
- 1974 A.14.4.1 The Contractor shall be responsible and accountable for all activities required for  
1975 identifying and managing appropriate system capacity for all EMP related systems which  
1976 include production and non-production environments (e.g., Development, Test, Training,  
1977 etc.). This includes requirements identification, planning, management, reporting, and  
1978 augmentation of system capacity and performance.
- 1979 A.14.4.2 The Contractor shall be responsible for identifying performance and capacity drivers,  
1980 understanding the impact to the program, and developing solutions to accommodate  
1981 potential capacity and performance demands.
- 1982 A.14.4.3 The Contractor shall follow the agreed upon schedule for developing models, utilizing  
1983 tools, and developing solutions that avoid any disruption or degradation of service. These  
1984 actions shall include development of a complete set of metrics (in alignment with the  
1985 program's CIP) to measure and manage system drivers including business drivers (e.g.;  
1986 Population, Number of Applicants, regulatory changes, etc.), the infrastructure (e.g.; CPU,  
1987 memory, bandwidth, transfer rates, storage, etc.), and other system / code related  
1988 challenges (e.g.; SQL code, database configurations, optimal system tuning opportunities,

1989		etc.) The Contractor shall work with the State and Service Provider (STS) to ensure the
1990		appropriate system capacity and performance is delivered.
1991	A.14.4.4	Monitor, Analyze, Tune and Implement:
1992	A.14.4.4.1	The Contractor shall draft requirements for planning, managing, and reporting
1993		System Capacity in coordination with State Business and IS leadership.
1994	A.14.4.4.2	The Contractor shall develop a System Capacity Plan which details the
1995		requirements for planning, managing, and reporting System Capacity.
1996	A.14.4.4.3	The Contractor shall determine the performance drivers for performance
1997		management and their impacts on systems developed.
1998	A.14.4.4.4	The Contractor shall agree with the State upon minimum levels of capacity the
1999		system must provide, based on consumer demand.
2000	A.14.4.4.5	The Contractor shall agree with the State on a maximum response time,
2001		maximum processing time for each request, and minimum number of requests
2002		that can be processed in a given period of time.
2003	A.14.4.4.6	The Contractor shall draft capacity expectations for each system component.
2004	A.14.4.4.7	The Contractor shall monitor application and infrastructure performance 24/7/365
2005		and perform ongoing load balancing and proactive management of systems to
2006		ensure sufficient capacity and application availability.
2007	A.14.4.4.8	The Contractor shall leverage leading tools for the monitoring, analysis and tuning
2008		of capacity and performance, which may include new or emerging technologies.
2009		Tools and technologies shall be properly vetted and approved by the State.
2010	A.14.4.5	Manage Capacity and Demand
2011	A.14.4.5.1	The Contractor shall forecast future capacity needs based on industry leading
2012		practices to project future demand while enhancing technologies to meet demand.
2013	A.14.4.5.2	The Contractor shall ensure technologies are adequately configured to meet the
2014		forecasted peak demands and establish thresholds which will trigger appropriate
2015		corrective action.
2016	A.14.4.5.3	The Contractor shall map applications and infrastructure to business processes
2017		and related demand, to measure capacity requests and consumption.
2018	A.14.4.5.4	The Contractor shall include cost benefit analysis as a component of the solution
2019		recommendation to the State.
2020	A.14.4.5.5	The Contractor shall record and track utilization of system resources to determine
2021		where capacity adjustments need to be made to support business processes as
2022		defined by the State. This shall be continually evaluated to ensure any system or
2023		environmental changes have not impacted capacity and performance.
2024	A.14.4.5.6	The Contractor shall estimate the required number of resources needed to
2025		support change in existing service levels and newly identified services in
2026		coordination with State Business and IS leadership.

2027	A.14.4.5.7	The Contractor shall develop a System Capacity Plan that documents the current levels of resource utilization and service performance, and forecasts the future requirements for new EMP infrastructure.
2028		
2029		
2030	A.14.4.6	Model and Trend
2031	A.14.4.6.1	The Contractor shall develop demand estimates for the EMP solution in coordination with State Business and IS leadership and adjust / report on estimates in accordance with the CIP reporting schedule.
2032		
2033		
2034	A.14.4.6.2	The Contractor shall develop a model for capacity demand based on available State data in coordination with State Business and IS leadership.
2035		
2036	A.14.4.6.3	The Contractor shall test capacity demand prototype models to ensure they surpass demand estimates.
2037		
2038	A.14.4.6.4	The Contractor shall continuously update reusable sizing and estimating models to aid in capacity forecasting that utilize performance characteristics of applications based on historical data, projected load, locations, and other factors the Contractor deems appropriate.
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2042	A.14.4.7	Plan and Optimize
2043	A.14.4.7.1	The Contractor shall consult with the State on the service strategy plans for the EMP.
2044		
2045	A.14.4.7.2	The Contractor shall forecast future requirements for new resources in coordination with State IS leadership to support IT services that underpin the business activities.
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2048	A.14.4.7.3	The Contractor shall provide recommendations on resources required, costs, benefits, impacts, and other areas the Contractor or the State deem appropriate.
2049		
2050	A.14.5	Availability Management
2051	A.14.5.1	The Contractor shall be responsible and accountable for ensuring EMP availability and reliability is compliant with an agreed upon set of requirements for vital business functions. Responsibilities include availability planning and design in accordance with STS, risk assessment and remediation, testing, monitoring, and reporting on availability performance.
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2056	A.14.5.2	All EMP production systems and interfaces shall be designed for high availability (e.g. complete component redundancy, clustered solutions, data replication, and failover capabilities).
2057		
2058		
2059	A.14.5.3	Plan and Design for Availability
2060	A.14.5.3.1	The Contractor shall draft requirements for system availability in coordination with State Business and IS leadership.
2061		
2062	A.14.5.3.2	The Contractor shall develop a Program System Performance and Availability Management Plan that outlines performance and availability creation and management processes.
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2065	A.14.5.3.3	The Contractor shall coordinate with the State and other State Contractors to determine targets for availability, reliability, and maintainability for IT infrastructure components.
2066		
2067		

- 2068 A.14.5.3.4 The Contractor shall agree with the State upon minimum target levels for  
2069 availability, reliability, and maintainability of IT infrastructure components.
- 2070 A.14.5.4 Perform Risk Assessment
- 2071 A.14.5.4.1 The Contractor shall perform regular availability risk assessments to identify and  
2072 quantify risks and countermeasures to protect the availability of IT systems.
- 2073 A.14.5.5 Implement Countermeasures
- 2074 A.14.5.5.1 The Contractor shall develop appropriate controls and countermeasures to  
2075 improve the availability and resilience of EMP services and underlying IT  
2076 components.
- 2077 A.14.5.6 Test Availability & Resilience Mechanisms
- 2078 A.14.5.6.1 The Contractor shall perform periodic availability mechanism tests to ensure that  
2079 availability and resiliency mechanisms designed to provision services are  
2080 operating effectively.
- 2081 A.14.5.6.2 The Contractor shall publish an Availability and Resilience test results report and  
2082 ensure they are available to State Business and IS leadership.
- 2083 A.14.5.7 Monitor, Measure, Analyze, & Report Availability
- 2084 A.14.5.7.1 The Contractor shall leverage existing State and STS monitoring tools where  
2085 available.
- 2086 A.14.5.7.2 The Contractor shall develop availability reports to document and maintain all  
2087 availability and performance analysis results conducted on the system.
- 2088 A.14.5.7.3 The Contractor shall provide availability reports to the State for review during  
2089 periodic service level review meetings.
- 2090 A.14.5.7.4 The Contractor shall conduct ongoing availability and performance analysis on the  
2091 system which includes monitoring the availability 24/7/365.
- 2092 A.14.6 Business Continuity / Disaster Recovery
- 2093 A.14.6.1 The Contractor shall be responsible and accountable for ensuring the continuity of  
2094 services related to the EMP solution in order to ensure the business can operate  
2095 effectively in the event of a disaster. The Contractor is expected to follow a rigorous,  
2096 process-oriented approach which includes: business impact analysis, development of  
2097 service continuity plans, risk assessments, testing, reporting, and execution of service  
2098 continuity plans in the event of a disaster. The Contractor shall participate in any  
2099 enterprise BC/DR testing initiated by the State or STS.
- 2100 A.14.6.1.1 The Contractor shall develop a training plan and awareness campaign for delivery  
2101 to State personnel to support BC / DR efforts.
- 2102 A.14.6.1.2 The Contractor shall support the relationship with STS in BC / DR endeavors  
2103 ensuring efforts are in line with STS and the State's SLA's. This includes  
2104 provisions defined in build books by STS. STS provides recovery support for the  
2105 infrastructure. The Contractor is responsible for application recovery.
- 2106 A.14.6.2 Initiate BC / DR

2107 2108	A.14.6.2.1	The Contractor shall draft requirements for IT Service Continuity in coordination with State Business and IS leadership.
2109 2110	A.14.6.2.2	The Contractor shall develop an Integrated Disaster Recovery / Business Continuity (BC / DR), consistent with State and CMS control standards.
2111 2112	A.14.6.2.3	The Contractor shall develop BC / DR policies and procedures in coordination with State leadership.
2113 2114	A.14.6.2.4	The Contractor shall draft BC / DR guidelines in compliances with State policies and expectations.
2115 2116	A.14.6.2.5	The Contractor shall draft a backup implementation plan that involves virtual machines (VM) and volume snapshots.
2117 2118 2119	A.14.6.2.6	The Contractor shall develop a multiple backup approach strategy; backups being performed using backup software and backups from storage systems using snapshot technologies.
2120 2121 2122	A.14.6.2.7	The Contractor shall develop, maintain, and implement complete Versioning control processes and procedures. The Contractor shall provide any / all tools necessary to fulfil the obligations of this contract.
2123	A.14.6.3	Define BC / DR Requirements & Strategy
2124 2125	A.14.6.3.1	The Contractor shall perform a Business Impact Analysis (BIA) to quantify the impact of a loss of service to the State.
2126 2127	A.14.6.3.2	The Contractor shall perform Risk Assessments to determine areas that can be mitigated by IT and to define levels of acceptable risks to the State.
2128 2129 2130	A.14.6.3.3	The Contractor shall develop BC / DR strategies in coordination with the State leadership to achieve optimum balance of risk reduction and Disaster Recovery / Business Continuity options based on the results of BIAs and Risk Assessments.
2131 2132	A.14.6.3.4	The Contractor shall maintain an inventory of critical system applications and processes.
2133 2134	A.14.6.3.5	The Contractor shall provide a plan to comply with MARS-E Contingency Plan Controls that includes but is not limited to hoteling of key personnel.
2135	A.14.6.4	Implement BC / DR.
2136 2137 2138	A.14.6.4.1	The Contractor shall ensure that all required services, facilities, and resources are delivered in an acceptable operational state and are 'fit for purpose' when accepted by the business.
2139 2140	A.14.6.4.2	The Contractor shall perform service continuity procedures as defined in the BC / DR plan in the event of a disaster.
2141 2142	A.14.6.4.3	The Contractor shall participate in enterprise BC / DR testing initiated by the State and / or STS.
2143	A.14.6.5	Perform BC / DR Ongoing Operations

- 2144 A.14.6.5.1 The Contractor shall ensure that all Contractor staff are aware of the implication of  
2145 business continuity and of service continuity and consider these as part of their  
2146 normal working activities.
- 2147 A.14.6.5.2 The Contractor shall train all State and other State Contractor personnel involved  
2148 in BC / DR procedures.
- 2149 A.14.6.5.3 The Contractor shall develop and establish a program of regular testing to ensure  
2150 critical components of the BC / DR strategy can be recovered within the desired  
2151 Recovery Time Objective
- 2152 A.14.6.5.4 The Contractor shall ensure that all changes are assessed for potential impact on  
2153 BC / DR plans.
- 2154 A.14.6.5.5 The Contractor shall develop Contractor Service Continuity and Disaster reports  
2155 to document and maintain BC / DR test results on a quarterly basis.
- 2156 A.14.6.5.6 The Contractor shall provide Contractor Service Continuity and Disaster reports to  
2157 the State for review during periodic service level review meetings.
- 2158 A.14.6.5.7 The Contractor shall develop a backup job and server audit.
- 2159 A.14.6.5.8 The Contractor shall develop and implement a testing program to include bi-  
2160 annual table-top tests, quarterly selected critical component testing, and yearly  
2161 technical cut over tests.
- 2162 A.14.6.6 Invoke BC / DR
- 2163 A.14.6.6.1 The Contractor shall perform all BC / DR activities as declared by the State.
- 2164 A.14.7 Service Transition Planning and Support
- 2165 A.14.7.1 The Contractor shall be responsible and accountable to develop detailed plans and  
2166 oversee the ongoing execution of the following service transition processes: Change  
2167 management, configuration management, release management, and patch management.  
2168 The Contractor's plans and execution strategy shall follow the standards set by the State  
2169 and leverage existing processes and tools as appropriate. All proposed changes shall be  
2170 approved by the State through the transition process.
- 2171 A.14.7.2 The Contractor shall create a formalized service description and associated details when  
2172 responding to business needs or proactively proposing new services.
- 2173 A.14.7.3 The Contractor shall complete Service Design Packages (SDP) for major new service  
2174 implementations.
- 2175 A.14.7.4 Prepare for Service Transition
- 2176 A.14.7.4.1 The Contractor shall respond to any SDP formal checks throughout the SDLC.
- 2177 A.14.7.4.2 The Contractor shall, during the service transition lifecycle, maintain consistent  
2178 and effective communications with all impacted stakeholders.
- 2179 A.14.7.5 The Contractor shall provide a clearly defined promote-to-production process that  
2180 enforces a strictly defined methodology for movement from development to quality  
2181 assurance (QA) and production.

- 2182 A.14.7.6 The Contractor shall provide full support and execute and service transitions into  
2183 production or other environments.
- 2184 A.14.8 IT Change Management
- 2185 A.14.8.1 The Contractor shall be responsible and accountable for coordinating all IT change  
2186 management activities to ensure that IT changes are recorded and then evaluated,  
2187 authorized, prioritized, planned, tested, implemented, documented, and reviewed in a  
2188 controlled manner.
- 2189 A.14.8.2 The Contractor's IT Change Management process shall integrate with the State Change  
2190 Management process.
- 2191 A.14.8.3 The Contractors shall work with the State change management to support change events  
2192 identified as projects, as well as those identified as tasks (e.g. non projects).
- 2193 A.14.8.4 The Contractor shall leverage a tool to enable the change management process, and  
2194 utilize State tools where available and possible.
- 2195 A.14.8.5 The Contractor shall provide select EMP personnel read access to change management  
2196 tools and shall permit the ability to link changes to incidents / problems and vice versa.  
2197 Ultimately, the State will be responsible for approving all changes prior to promotion into  
2198 the production environment.
- 2199 A.14.8.6 Initiate Change Request
- 2200 A.14.8.6.1 The Contractor shall produce and enforce formal procedures to initiate and log  
2201 requests for change (RFCs). RFCs shall provide data to allow the state to assess  
2202 the change, including reason/cause, impacts, cost, schedule, and priority.
- 2203 A.14.8.6.2 The Contractor shall manage an automated Change Control Tool where changes  
2204 will be logged and managed.
- 2205 A.14.8.6.3 The Contractor shall complete a Security Impact Analysis (SIA) form and a  
2206 narrative of all risks identified by the Change Request submitter with each Change  
2207 Request.
- 2208 A.14.8.7 Review, Assess and Authorize
- 2209 A.14.8.7.1 The Contractor shall clearly categorize changes and publish the categorization to  
2210 the State for approval. Change types include normal changes, standard changes,  
2211 expedited changes, and emergency changes.
- 2212 A.14.8.7.2 The Contractor shall submit a documented RFC for emergency changes within 24  
2213 hours of the change being made.
- 2214 A.14.8.7.3 The Contractor shall publish defined RFC naming and prioritization procedures,  
2215 based on business priorities and impact determinations, to ensure the State  
2216 clearly understands what the change is, its priority, and potential impacts.
- 2217 A.14.8.7.4 The Contractor shall produce and publish to the State, policies to categorize an  
2218 emergency change. These changes require the appropriate executive level  
2219 approvals prior to the change being implemented.
- 2220 A.14.8.7.5 The Contractor shall produce and abide by the results of an automated risk  
2221 calculation that will recommend if the change shall be approved or denied. This  
2222 calculation will be based on system risk multiplied by the magnitude of the impact.

- 2223 A.14.8.7.6 The Contractor shall provide appropriate prioritization that is aligned with the  
2224 business needs / requirements.
- 2225 A.14.8.8 Plan and Schedule
- 2226 A.14.8.8.1 The Contractor shall produce a forward looking change schedule that accounts for  
2227 all dependencies that can affect the timing of a change (e.g. year-end close  
2228 activities, State regulatory requirements etc.). This schedule shall also articulate  
2229 downstream impacts to the overall project schedule and identify any risks and  
2230 potential contingency plans and workarounds as appropriate.
- 2231 A.14.8.8.2 The Contractor shall manage the RFC schedule with defined and published lead  
2232 times, based on risk and impact. All change windows shall be agreed upon by the  
2233 State. RFC schedules will follow the same SDLC process in use for the project.
- 2234 A.14.8.8.3 The Contractor shall comply with all MARS-E requirements and CMS guidance  
2235 documents related to Change Control.
- 2236 A.14.8.9 Build and Test
- 2237 A.14.8.9.1 The Contractor shall provide test certification and other development / testing  
2238 documents required by the SDLC process and requested by the State Change  
2239 Control Board.
- 2240 A.14.8.9.2 The testing procedures for each change shall follow the process and standards  
2241 established within the Test Management Plan.
- 2242 A.14.8.10 Approve for Implementation: Approvals for RFCs shall be established within the State's IT  
2243 Change Management Process through their IT Change Control Board (Technical CCB)  
2244 meetings. Once there is a go-ahead from the Technical CCB on the implementation of the  
2245 RFC, the change record shall be updated, and the decision shall be communicated to all  
2246 the stakeholders.
- 2247 A.14.8.10.1 The Contractor shall perform changes according to the agreed-upon and validated  
2248 State change schedule.
- 2249 A.14.8.10.2 The Contractor shall participate in the State Technical CCB meetings and provide  
2250 subject matter experts as needed to answer questions prior to formal approval  
2251 process.
- 2252 A.14.8.10.3 The Contractor shall update change records within the Change Control Tool with  
2253 the appropriate status changes and details about the change and communicate  
2254 updates to State stakeholders and partners.
- 2255 A.14.8.10.4 The Contractor shall receive Technical CCB approval for all changes prior to  
2256 promotion into the Production environment.
- 2257 A.14.8.11 Coordinate and Implement
- 2258 A.14.8.11.1 The Contractor shall produce and publish to the State ongoing formal  
2259 documentation of the activities and checkpoints required to coordinate and  
2260 implement authorized change(s).
- 2261 A.14.8.11.2 The Contractor shall provide implementation team members to be on call and  
2262 available following any implemented changes to production systems.

- 2263 A.14.8.11.3 The Contractor shall be able to back out any implemented changes that have a  
2264 negative impact on the system.
- 2265 A.14.8.11.4 The Contractor shall send notifications to the State's stakeholders pre- and post-  
2266 change implementation.
- 2267 A.14.8.11.5 The Contractor shall communicate and coordinate with the State configuration  
2268 manager to ensure that all CI changes resulting from a new change is  
2269 appropriately documented in the CMDB.
- 2270 A.14.8.12 Review and Close
- 2271 A.14.8.12.1 The Contractor shall perform a formal post-implementation change review to  
2272 confirm that the change has met objectives, and that the State's relevant change  
2273 stakeholders are satisfied with the results. This review will be based on formal  
2274 post-implementation change review process, which will be included in the  
2275 Contractor's IT Change Management Plan, and approved by the State.
- 2276 A.14.8.12.2 The Contractor shall document and publish to the State, lessons learned to  
2277 provide an opportunity to improve the IT Change Management process for future  
2278 changes.
- 2279 A.14.9 Configuration Management
- 2280 A.14.9.1 The Contractor shall be responsible and accountable for the development and  
2281 management of configuration activities in compliance with existing standards and non-  
2282 functional architecture requirements. The Contractor shall create an approved State  
2283 Configuration Management Plan. Activities include: configuration planning, management  
2284 of CMDB, Configuration Item (CI) identification, performing configuration audits, and  
2285 reporting on configuration performance.
- 2286 A.14.9.2 Configuration Management Plan
- 2287 A.14.9.2.1 The Contractor shall develop a Configuration Management Plan that integrates  
2288 with the State's Configuration Management Plan
- 2289 A.14.9.2.2 The Contractor shall build and maintain a configuration management database  
2290 (CMDB) that is maintained per the standards defined in the State's Configuration  
2291 Management Plan. The CMDB shall be maintained within a service management  
2292 tool that integrates the CMDB with other service management capabilities such as  
2293 Incident Management and Change Management.
- 2294 A.14.9.3 Configuration Items (CIs)
- 2295 A.14.9.3.1 CIs shall be integrated to an enterprise CMDB.
- 2296 A.14.9.3.2 CIs shall be defined by the Contractor in coordination with State business and IS  
2297 leadership to ensure appropriate level of granularity.
- 2298 A.14.9.3.3 The baseline configuration of the system shall be consistent with the EMP  
2299 enterprise architecture.
- 2300 A.14.9.3.4 Older versions of approved baseline configurations shall be maintained and made  
2301 available for review and rollback if needed.
- 2302 A.14.9.3.5 Records of configuration controlled changes to the information system shall be  
2303 retained for at least three (3) years.

- 2304 A.14.9.4 Control Configuration
- 2305 A.14.9.4.1 The Contractor configuration data model shall be consistent with the State's  
2306 enterprise CMDB configuration data model.
- 2307 A.14.9.4.2 The Contractor shall manage the lifecycle of each CI from identification through  
2308 retirement.
- 2309 A.14.9.5 Monitor Configuration
- 2310 A.14.9.5.1 The Contractor shall develop standard reports in coordination with the State which  
2311 provide views, at a minimum, to the definition of CIs, CI relationships, and status.
- 2312 A.14.9.5.2 Updates to CIs shall be published monthly, unless otherwise stated in the State  
2313 Configuration Management Plan.
- 2314 A.14.9.6 Validate and Verify Configuration
- 2315 A.14.9.6.1 The Contractor shall perform periodic audits of the CMDB to ensure accuracy and  
2316 reliability of data as defined by the State.
- 2317 A.14.9.6.2 Findings from CMDB audits shall be published in a report and shared with the  
2318 State.
- 2319 A.14.9.6.3 Findings from the CMDB audits must be resolved within 30 days.
- 2320 A.14.10 Release and Deployment Management
- 2321 A.14.10.1 The Contractor shall be responsible and accountable for moving releases through the  
2322 development and initial test environments, as well as the production environment, and  
2323 coordinating with the State to plan and schedule releases based on the business priorities.
- 2324 A.14.10.2 The Contractor shall be responsible for developing formal release and deployment  
2325 management processes and procedures to effectively govern the release and deployment  
2326 management process and ensure all parties are ready for the release.
- 2327 A.14.10.3 Review and Validate Release
- 2328 A.14.10.3.1 The Contractor shall manage the versioning / release control for each individual  
2329 deployment. The Contractor shall provide any / all tools necessary to fulfil the  
2330 obligations of this contract.
- 2331 A.14.10.3.2 The Contractor shall develop a Release and Deployment Management Plan that  
2332 integrates with the State's Release and Deployment Management Plan.
- 2333 A.14.10.3.3 The Contractor shall own and manage the entire Release and Deployment  
2334 lifecycle in coordination with State stakeholders and other third party providers.
- 2335 A.14.10.4 Release Planning:
- 2336 A.14.10.4.1 The Contractor shall develop and perform formal review process to clearly define  
2337 and approve the release plans with the State's relevant stakeholders.
- 2338 A.14.10.4.2 The Contractor shall assign distinct resources to the deployment process, which  
2339 are subject to State approval. Access to production and non-production  
2340 environments shall be restricted based on the Access Control List.

- 2341 A.14.10.4.3 The review process shall include project management planning, technical review  
2342 of the Service Design Package (SDP) and configuration management report on  
2343 the status of the to-be-deployed-to environment.
- 2344 A.14.10.5 Build and Configure Release:
- 2345 A.14.10.5.1 The Contractor shall submit build / release notes to the State for approval.
- 2346 A.14.10.5.2 The Contractor shall perform Unite tests on each independent component that  
2347 was built and/or configured.
- 2348 A.14.10.5.3 The Contractor shall produce formal documentation of all build notes, for all  
2349 releases including emergency releases, and publish to the State to review and  
2350 confirm that all build activities are complete.
- 2351 A.14.10.6 Test and Accept Release:
- 2352 A.14.10.6.1 The Contractor shall produce a formal test certificate as part of the release  
2353 approval process. The Test certificate must follow the process and standards  
2354 defined within the Test Management Plan.
- 2355 A.14.10.7 Deployment Planning:
- 2356 A.14.10.7.1 The Contractor shall development a Deployment Plan for all new releases and  
2357 publish to all relevant IT and Business stakeholders across the State for approval.
- 2358 A.14.10.7.2 The Deployment Plan shall take into consideration all dependencies and be  
2359 closely aligned with the State's Change Management Plan.
- 2360 A.14.10.7.3 The Contractor shall manage release to the Production environment, which do not  
2361 conflict with primary business operating and service delivery hours.
- 2362 A.14.10.7.4 The Contractor shall communicate to the State's team pre and post-notifications if  
2363 the deployment involves downtime in the production environment.
- 2364 A.14.10.7.5 The Contractor will include risk and risk mitigation plans, including a Back-Out  
2365 Plan, for each release deployment.
- 2366 A.14.10.7.6 The Contractor shall develop and manage a formal and documented procedure to  
2367 ensure the integrity of the release package and its constituent components  
2368 throughout the transition activities. The procedure shall be published to the State.
- 2369 A.14.10.7.7 The Contractor shall communicate each release to the applicable State IS and  
2370 Business stakeholders following an approved communication plan which shall be  
2371 detailed within the Release and Deployment Plan.
- 2372 A.14.10.7.8 The Contractor shall maintain segregation of duties between development and  
2373 release management teams.
- 2374 A.14.10.8 Perform Operational Readiness:
- 2375 A.14.10.8.1 The Contractor shall perform formal and documented Operational Readiness  
2376 validation to ensure there is appropriate knowledge transfer to the users impacted  
2377 by the new release and the Service Desk that will be supporting the release. The  
2378 Operational Readiness validation outputs shall be published to the State for  
2379 review and approval.

- 2380 A.14.10.9 Go-Live for Release:
- 2381 A.14.10.9.1 The Contractor shall manage deployment automation tools to increase efficiency,  
2382 speed, and accuracy of the release.
- 2383 A.14.10.9.2 The Contractor shall dedicate support resources, available at a capacity agreed  
2384 upon by the State, to determine success of the deployment and resolve any  
2385 resulting issues.
- 2386 A.14.10.9.3 The Contractor shall ensure delivery of pre and post-implementation  
2387 communication to the designated State personnel resources on all changes  
2388 implemented into the production environment or any other environment identified  
2389 by the State.
- 2390 A.14.10.9.4 The Contractor shall own maintenance and repair responsibilities for any  
2391 production issues related to a change implemented into the production  
2392 environment for the first two (2) business days or the first production run  
2393 (whichever is the greater after the implemented change). This is known as the  
2394 "Production Burn-In Period."
- 2395 A.14.10.10 Manage Warranty Support
- 2396 A.14.10.10.1 The Contractor shall develop and manage a formal process to ensure that the  
2397 new or changed service is capable of delivering the utility and warranty as agreed  
2398 upon and stated by the State. The process shall be published to the State and  
2399 signed-off by the State's relevant stakeholders. Additional information can be  
2400 found in Section A.23.
- 2401 A.14.11 Asset Management
- 2402 A.14.11.1 The Contractor shall be responsible and accountable for the identification, installation,  
2403 maintenance, retirement, and financial tracking activities for the software and hardware  
2404 assets supporting EMP.
- 2405 A.14.11.2 Request IT software / hardware asset
- 2406 A.14.11.2.1 The Contractor shall be responsible for identifying required software and hardware  
2407 for EMP activities. The Contractor shall identify interdependencies between  
2408 existing assets and associated costs
- 2409 A.14.11.3 Procure IT software / hardware
- 2410 A.14.11.3.1 The Contractor shall provide software / hardware specifications, based on  
2411 approved Capacity Plan and System Configuration documentation, to support the  
2412 State in all procurement activities related to IT assets.
- 2413 A.14.11.3.2 The Contractor shall be responsible for development and maintenance of an  
2414 Asset Library to enable accurate and up-to-date tracking and monitoring of  
2415 procured IT software / hardware assets and related versions.
- 2416 A.14.11.4 Deploy IT software / hardware assets
- 2417 A.14.11.4.1 The Contractor shall develop and manage a formal software / hardware asset  
2418 deployment process. The deployment process shall be published to the State for  
2419 approval.

- 2420 A.14.11.4.2 The Contractor shall be responsible for performing the test suite against the new  
2421 assets, following the process and standards defined within the Test Management  
2422 Plan.
- 2423 A.14.11.5 Manage IT software / hardware assets
- 2424 A.14.11.5.1 The Contractor shall be responsible for implementation and maintenance of all  
2425 EMP related software / hardware assets.
- 2426 A.14.11.5.2 The Contractor shall be responsible for development and maintenance of an asset  
2427 management tool(s) to provide the state a complete view of assets lifecycle,  
2428 usage, regulatory compliance, costs, changes and viability.
- 2429 A.14.11.5.3 The Contractor shall log and track assets in parallel with the CMDB.
- 2430 A.14.11.5.4 The Contractor shall be prepared for, and participate in, periodic asset audits  
2431 performed by the State or other State Contractors.
- 2432 A.14.11.6 Decommission / Retire IT Software / Hardware Assets
- 2433 A.14.11.6.1 The Contractor shall produce and publish to the State, a formal software /  
2434 hardware assets replacement, decommission, and retirement process.
- 2435 A.14.12 Event Management
- 2436 A.14.12.1 The Contractor shall be responsible for coordinating with the State and STS on the  
2437 detection, documentation, investigation and determination of corrective actions for events.
- 2438 A.14.12.2 The Contractor shall be responsible for monitoring production events 24 hours / 7 days a  
2439 week / 365 days a year (24/7/365).
- 2440 A.14.12.3 The Contractor shall be responsible for developing (or leverage existing tools where  
2441 available and possible) event management capabilities and tools.
- 2442 A.14.12.4 The Contractor shall develop, maintain, and manage a plan to monitor every operation  
2443 that affects the EMP solution (e.g. network, hardware, software, interfaces, services, data  
2444 manipulation).
- 2445 A.14.12.5 Engineer and Configure Event Management System
- 2446 A.14.12.5.1 The Contractor shall produce and maintain formal definitions for commonly  
2447 occurring events based on leading industry practices.
- 2448 A.14.12.5.2 The Contractor shall produce, maintain, and enforce formal event handling  
2449 procedures.
- 2450 A.14.12.6 Detect and Log Event:
- 2451 A.14.12.6.1 The Contractor shall produce and enforce formal procedures for detection and  
2452 logging of events.
- 2453 A.14.12.6.2 The Contractor shall produce and maintain event logs in compliance with the  
2454 State's policies and procedures.
- 2455 A.14.12.7 Correlate and Filter Event

- 2456 A.14.12.7.1 The Contractor shall produce formal process and documentation determining  
2457 filtering definitions, policies, and procedures. The documentation shall be  
2458 published to the State for approval.
- 2459 A.14.12.7.2 The Contractor shall implement fully automated correlation engines for grouping of  
2460 events. The correlation rules that drive the correlation engines shall be published  
2461 to the State and continuously reviewed for improvement opportunities.
- 2462 A.14.12.7.3 The Contractor shall configure each triage tool to integrate with external service  
2463 management tools.
- 2464 A.14.12.8 Select Event Response
- 2465 A.14.12.8.1 The Contractor shall communicate all events to the approved State stakeholders  
2466 and partners, within an approved timeframe based on severity of the event.
- 2467 A.14.12.9 Review and Close Event
- 2468 A.14.12.9.1 The Contractor shall develop and manage a formal event review process. The  
2469 process and the findings must be published to the State.
- 2470 A.14.12.9.2 The Contractor shall log corrective actions and close out event with State  
2471 approval.
- 2472 A.14.13 Incident / Problem Management
- 2473 A.14.13.1 The Contractor shall be responsible for maintaining a 24/7/365 on-site production support  
2474 team (Service Desk) to coordinate incident identification, investigation, and diagnosis in  
2475 cooperation with the State and other service providers.
- 2476 A.14.13.1.1 The Contractor shall supply dedicated resources to perform Incident Management  
2477 activities.
- 2478 A.14.13.1.2 The Contractor shall manage and maintain a tool that enables State visibility into  
2479 the incident management process.
- 2480 A.14.13.1.3 The Contractor shall be responsible for developing (or leverage existing tools  
2481 where available and possible) incident management capabilities and tools.
- 2482 A.14.13.2 Interaction Handling
- 2483 A.14.13.2.1 The Contractor shall develop and manage an Incident Management Plan, which  
2484 shall be approved by the State.
- 2485 A.14.13.2.2 The Contractor's Incident Management Plan shall integrate with existing State and  
2486 other third party providers' processes.
- 2487 A.14.13.2.3 The Contractor shall outline their monitoring/alerting procedures within the  
2488 Incident Management Plan that addresses but is not limited to the following:
- 2489 a) Alerting capability on any and all hardware, systems, applications, and access  
2490 points
- 2491 b) Identifying errors in processing input files and / or output files. This alerting  
2492 system shall capture errors in the interface application(s)
- 2493 c) Communication Plan that includes escalation procedures
- 2494 d) Root cause analysis with development of action plans and implementation of  
2495 solution/workaround

- 2496 e) Well-refined process for resolving production issues
- 2497 A.14.13.3 Record, Classify, Prioritize
- 2498 A.14.13.3.1 The Contractor shall be responsible for detecting, recording, classifying, and  
2499 prioritizing incidents.
- 2500 A.14.13.3.2 The Contractor shall address the procedures and standards for handling problems  
2501 within Incident Management Plan.
- 2502 A.14.13.4 Investigation and Diagnosis
- 2503 A.14.13.4.1 The Contractor shall be responsible for investigating and diagnosing incidents. All  
2504 procedures and findings shall be documented in an incident management tool and  
2505 visible to the State.
- 2506 A.14.13.4.2 The Contractor shall perform root cause analysis for all incidents and  
2507 communicate the findings to State and other State Contractors.
- 2508 A.14.13.4.3 Security and data breach incidents shall be reported to State Privacy and Security  
2509 offices as soon as possible, but no more than 24 hours from awareness of the  
2510 incident or sooner if overriding regulations apply.
- 2511 A.14.13.5 Resolution & Recovery
- 2512 A.14.13.5.1 The Contractor shall be responsible for identifying and enacting resolutions to  
2513 incidents. In cases where a permanent resolution is not currently available, a  
2514 temporary work around must be provided by the Contractor.
- 2515 A.14.13.5.2 The Contractor shall be responsible for validating that the incident has been  
2516 resolved and that the resolution meets the needs of the end user.
- 2517 A.14.13.6 Closure
- 2518 A.14.13.6.1 The Contractor shall develop and manage incident closure procedures.
- 2519 A.14.14 Request Management
- 2520 A.14.14.1 Initiate Request:
- 2521 A.14.14.1.1 The Contractor shall be responsible for identifying needs to support EMP and  
2522 initiating, classifying, and fulfilling requests. The Contractor shall be required to  
2523 create a justification case for each request and submit to the State for approval.
- 2524 A.14.14.2 Validate & Classify Request:
- 2525 A.14.14.2.1 The Contractor shall provide and manage a tool for logging, recording, and  
2526 categorizing requests.
- 2527 A.14.14.2.2 The Contractor shall be responsible for developing procedures and criteria for  
2528 validating and classifying requests.
- 2529 A.14.14.2.3 The Contractor shall use categorization and trending to identify possible training  
2530 issues or areas for improving the end user experience in the EMP application.
- 2531 A.14.14.3 Evaluate Request:
- 2532 A.14.14.3.1 The Contractor shall be responsible for communicating requests to the State for  
2533 evaluation and approval.

- 2534 A.14.14.4 Fulfill Request:
- 2535 A.14.14.4.1 Once request is approved by State leadership, the Contractor shall be responsible
- 2536 for fulfilling requests in accordance with State standards.
- 2537 A.14.14.5 Review & Close Request:
- 2538 A.14.14.5.1 The Contractor shall be responsible for validating the request has been fulfilled
- 2539 and meets the needs of the end-user.
- 2540 A.14.14.5.2 Once the end-user validates the request has been fulfilled, the Contractor shall be
- 2541 responsible for closing out request.
- 2542 A.14.14.6 Cancel Request:
- 2543 A.14.14.6.1 The Contractor shall produce and publish to the State a formal request
- 2544 cancelation document.
- 2545 A.14.15 Technology Operations
- 2546 A.14.15.1 The Contractor shall be responsible for maintaining a 24/7/365 on-site production control
- 2547 group (Service Desk) providing support to STS and is the State for all technology
- 2548 operations activities. All data management activities are to be in compliance with State
- 2549 requirements.
- 2550 A.14.15.2 The Contractor shall manage all operation production and output management activities
- 2551 and staff.
- 2552 A.14.15.3 The Contractor shall work with HCFA IS managers, STS, Change Control Board, Problem
- 2553 / incident management and other State Agencies and business partners (i.e. Department
- 2554 of Labor, DHS, Vital Records, Finance and Administration, Axis Direct, Federal Hub, CMS,
- 2555 Hewlett Packard, etc.)
- 2556 A.14.15.4 The Contractor shall manage any / all real time transactions, batch scheduling, output /
- 2557 print (i.e. notices, letters), interfaces, changes, and other production / operational related
- 2558 issues and activities.
- 2559 A.14.15.5 IT Operations Control:
- 2560 A.14.15.5.1 The Contractor shall maintain a 24/7/365 Service Center within the Service Desk
- 2561 in close coordination with the infrastructure service provider (STS).
- 2562 A.14.15.5.2 The Contractor shall leverage existing tools and processes used in the STS NOC
- 2563 where available and possible.
- 2564 A.14.15.6 Console Management:
- 2565 A.14.15.6.1 The Contractor shall maintain 24/7/365 console management strategies within the
- 2566 Service Desk providing support to STS and is the State.
- 2567 A.14.15.6.2 The Contractor shall review EMP batch job requests, validate schedules, and
- 2568 coordinate computer processing time based on system priorities, program run-
- 2569 time, processing, and restart requirements; considering batch and production
- 2570 windows / schedules.
- 2571 A.14.15.7 Online and Batch Job Management:

- 2572 A.14.15.7.1 The Contractor shall maintain 24/7/365 Online and Batch Job management  
2573 procedures within the Service Desk providing support to STS.
- 2574 A.14.15.7.2 The Contractor shall provide any / all scheduling information and monitoring tools  
2575 to meet the requirements of this contract.
- 2576 A.14.15.8 Backup and Restore:
- 2577 A.14.15.8.1 The Contractor shall develop and maintain backup and restore procedures to  
2578 support State technical teams through the SDLC process.
- 2579 A.14.15.8.2 The Contractor shall provide backup and restore completion reports to the State  
2580 for review during periodic service level review meetings.
- 2581 A.14.15.8.3 The Contractor will perform a random data restore test on a monthly basis that  
2582 demonstrates successful backup / recovery strategies.
- 2583 A.14.15.9 Storage and Archive:
- 2584 A.14.15.9.1 The Contractor shall comply with the storage archiving and purging policies and  
2585 procedures established by the State.
- 2586 A.14.15.10 Server and Hardware Management and Support:
- 2587 A.14.15.10.1 The Contractor shall maintain a 24/7/365 service desk partnering with STS and  
2588 the State to resolve issues.
- 2589 A.14.15.10.2 The Contractor shall leverage existing Server and Hardware Management tools  
2590 and processes when possible within the STS NOC.
- 2591 A.14.15.11 Network Management:
- 2592 A.14.15.11.1 The Contractor shall partner and leverage existing Network Management tools  
2593 and processes within the STS NOC.
- 2594 A.14.15.12 Database Administration:
- 2595 A.14.15.12.1 The Contractor shall monitor the Database performance and operations on  
2596 24/7/365 basis.
- 2597 A.14.15.13 Directory Services Management:
- 2598 A.14.15.13.1 The Contractor shall develop a solution that is compatible with the State's  
2599 Directory Services and Identity Management solution.
- 2600 A.14.15.13.2 The Contractor, in coordination with STS and is the State, shall monitor events  
2601 24/7/365 on the Directory Services, such as unsuccessful attempts to access a  
2602 resource, and take the appropriate action where required.
- 2603 A.14.15.14 Middleware (Application/Internet/Web) Management:
- 2604 A.14.15.14.1 The Contractor, in coordination with the State and other State Contractors  
2605 function, shall ensure that appropriate middleware solutions for the EMP solution  
2606 are chosen and that they can perform optimally when they are deployed.
- 2607 A.14.15.14.2 The Contractor, in coordination with STS, shall detect and resolve issues related  
2608 to EMP middleware.

- 2609 A.14.15.14.3 The Contractor, in coordination with STS, shall update EMP related middleware,  
2610 including licensing, and installing new versions.
- 2611 A.14.15.15 Facilities and Data Center Management:
- 2612 A.14.15.15.1 The Contractor shall comply with the existing processes and standards for Data  
2613 Center Management provided by STS, and leverage STS services for maintaining  
2614 the EMP infrastructure.
- 2615 A.14.16 Print Output Management
- 2616 A.14.16.1 Print / Letter / Notices / Electronic Output
- 2617 A.14.16.1.1 The Contractor shall be responsible for the EMP print output (letters / notices) that  
2618 will be stored as individual electronic documents in an electronic content  
2619 management system, indexed, archived, and available for viewing and / or printing  
2620 through the EMP application.
- 2621 A.14.16.1.2 The Contractor shall define, develop, implement, and maintain an electronic  
2622 content management system.
- 2623 A.14.16.1.3 The Contractor shall be responsible for processing, printing, mailing and tracking  
2624 every step of EMP output. Output management includes, but is not limited to,  
2625 printing folding / insertion into envelopes, co-mingling and delivery to the USPS.
- 2626 A.14.16.1.4 The Solution shall support USPS tracking processes and industry leading print  
2627 tracking processes.
- 2628 A.14.16.1.5 The Contractor shall provide complete tracking of each individual letter / notice by  
2629 page and provide a complete audit of such at every step in the process daily.
- 2630 A.14.16.1.6 The Contractor shall produce, print, and mail all printed output. EMP letters and  
2631 Notices that are to be printed, must be inserted and mailed within two (2) business  
2632 days of production.
- 2633 A.14.16.1.7 The Contractor shall provide postage mechanisms to be utilized during the output  
2634 process.
- 2635 A.14.16.1.8 The combined bulk print-stream shall be archived and stored for audit and review  
2636 purposes.
- 2637 A.14.16.1.9 The Contractor shall be directly responsible for ensuring all notices, letters and  
2638 other electronically generated output is produced, printed, mailed and thoroughly  
2639 monitored for completeness and quality.
- 2640 A.14.16.1.10 The Contractor shall manage, on a daily basis, the relationship with any / all third  
2641 party service providers to manage and resolve any issues associated with print  
2642 output.
- 2643 A.14.16.1.11 The Contractor shall provide a test environment to ensure all development,  
2644 including forms (template) design, content, data accuracy and through-put is  
2645 thoroughly tested and approved by the State before moving into production.
- 2646 A.14.16.2 Document Print / Letter / Notices / Electronic Output Management Plan:
- 2647 A.14.16.2.1 The Contractor shall provide on-going support, testing, and maintenance of the  
2648 Output Management Software for print, notices, letters, and template.

- 2649 A.14.16.2.2 The Contractor shall create and / or modify specified print, notice, letter templates,  
2650 and other elements. The list of notices can be found in Attachment 5.
- 2651 A.14.16.2.3 The Contractor shall provide test environment and drafts for approval by State  
2652 business unit and business partners.
- 2653 A.14.16.2.4 The Contractor shall, upon State approval, deploy new or modified templates and  
2654 print / letters to production environment.
- 2655 A.14.16.2.5 The Contractor shall set-up, execute, monitor, and take corrective action on any /  
2656 all issues related to print, notices, letters, and production / test processes.
- 2657 A.14.16.2.6 The Contractor shall work with State agencies and / or third party mail vendors,  
2658 mail co-mingle vendors, and other State partners to track the quantity and quality  
2659 of each type of print, notice, or letter created as part of the daily processing cycle  
2660 by the EMP application.
- 2661 A.14.16.2.7 The Contractor shall take corrective action to resolve all production discrepancies,  
2662 issues, and incidents before errors reach the USPS.
- 2663 A.14.16.2.8 The Contractor shall be responsible for the regeneration of print data files as  
2664 requested.
- 2665 A.14.16.2.9 The Contractor shall monitor and review all print, notice, or letter file outputs for  
2666 completeness and ensure the correct print, notice, or letter is generated for the  
2667 intended purpose and the intended recipient.
- 2668 A.14.16.2.10 The Contractor shall reconcile any discrepancies / differences and take corrective  
2669 action before progressing to the next step.
- 2670 A.14.16.2.11 The Contractor shall compare counts of each printed notice / letter type generated  
2671 in EMP with folder / inserter and USPS counts in real-time to prevent any lost,  
2672 incomplete or overage in production.
- 2673 A.14.16.2.12 The Contractor shall produce and reconcile final counts of each print, notice and  
2674 letter type to validate postage charges and send final report to the State daily.
- 2675 A.14.16.2.13 The Contractor shall participate in testing of new or modified print, letters and  
2676 notices to ensure quality and accuracy of templates and accuracy of control  
2677 reports.
- 2678 A.14.16.2.14 The Contractor shall monitor daily print, validate quality, process letters and notes  
2679 and accommodate necessary changes to the daily print, letter, and notice  
2680 schedule based on outages, ad-hoc requests, or needed system recoveries.
- 2681 A.14.16.2.15 The Contractor shall design, develop, manage and practice a business continuity /  
2682 disaster recovery plan for letter and notice processing.
- 2683 A.14.17 The contractor shall maintain an adequate staff composed of Project Managers, Business Analyst,  
2684 Programmer Analyst, and Testers to accommodate enhancements during the Operations and  
2685 Maintenance (O&M) phase. Enhancements during the O&M phase are to ensure that changes and  
2686 modifications to the system, over and beyond original specifications and requirements, are  
2687 identified, prioritized, documented and implemented based on the State of Tennessee's Change  
2688 Control Process. The enhancement activities are in addition to the O&M activities and are to be

2689 performed by separate vendor staff. Enhancements will be performed at a fixed price quote based  
 2690 on a rate card provided by the vendors for staff performing the enhancements.

## 2691 **A.15 Turnover**

2692 A.15.1 The Contractor shall be responsible for planning and supporting turnover of the Solution at the  
 2693 completion of the required Operations and Maintenance term, or in the event of contract  
 2694 termination. The Contractor shall provide an orderly, complete, and controlled transition to a  
 2695 successor, which could include the State or other State contractors, while minimizing any  
 2696 disruption of services to the State. The State may exercise an option to extend the Operations and  
 2697 Maintenance period of this contract and delay all Turnover activities for a commensurate period of  
 2698 time. The State will work closely with the Contractor during this process and must approve all  
 2699 updates to the Contractors Turnover approach and plans.

2700 A.15.2 The Contractor shall maintain staff throughout the Turnover period to satisfy and maintain  
 2701 compliance with all performance standards and requirements identified in the Contract. The  
 2702 Contractor shall supply additional staff on-call for 3 months after the successful Cut-Over.  
 2703 Turnover activities include:

2704 A.15.2.1.1 Planning for the Turnover

2705 A.15.2.1.2 Managing and Executing the Turnover

2706 A.15.2.1.3 Turnover Training and Knowledge Transfer

2707 A.15.2.1.4 Cut-Over

2708 A.15.2.1.5 Contract Closeout

## 2709 **A.15.3 Planning For The Turnover**

2710 A.15.3.1 The Contractor shall develop, deliver, maintain, and execute a Turnover Plan. The Plan  
 2711 shall include a comprehensive approach to turnover, including but not limited to resources,  
 2712 staffing, training, milestones, and tasks to successfully transfer responsibility for  
 2713 Operations and Maintenance of the Solution at a level of performance and customer  
 2714 support equal to the level achieved by the Contractor. The plan shall include:

2715 A.15.3.1.1 Procedures to identify all software, data, documentation, and miscellaneous  
 2716 supplies that will be transferred to the State

2717 A.15.3.1.2 Approach to how the Contractor shall support training and knowledge transfer  
 2718 from the Contractor to the State

2719 A.15.3.1.3 Approach to testing and verification, consistent with agreed upon testing  
 2720 procedures with the State

2721 A.15.3.1.4 Approach to cut-over of the Service Desk, which can occur either concurrent with  
 2722 or after the system cut-over at the discretion of the State

2723 A.15.3.1.5 Success criteria for the completion of cut-over and final acceptance of all  
 2724 Operations and Maintenance service activity, including defect resolution, by the  
 2725 State

2726 A.15.3.1.6 Mitigation and contingency plans to address turnover failures

2727 A.15.3.1.7 State and Contractor tasks for Turnover



- 2766 A.15.7 Executing the Turnover
- 2767 A.15.7.1 The Contractor shall execute the Turnover to transition all aspects of operation of the  
2768 Solution to the Contractor to the State. This includes the transfer of software, including  
2769 source program code, COTS systems, and executable copy of the enhanced Solution, and  
2770 all related system and process documentation. The Contractor shall ensure that all  
2771 transferred information is current as of the last successfully implemented change.
- 2772 A.15.7.2 Throughout the Turnover the contractor shall work with the State to coordinate system  
2773 change activities, define a freeze period, and develop a process for implementation and  
2774 coordination of any emergency change required during the execution. All transfers must  
2775 be made on electronic media or network transfer and approved by the State.
- 2776 A.15.7.3 At a minimum, the Turnover shall include the Contractor providing the following items and  
2777 support:
- 2778 A.15.7.3.1 Inventory and configuration of all hardware / system components required to  
2779 support Operations and Maintenance for all environments of the Solution at the  
2780 required level of performance, availability, and capacity, including:
- 2781 A.15.7.3.2 As-Is hardware configuration diagrams showing the relationship between all  
2782 system, network, security, and service management components
- 2783 A.15.7.3.3 All System hardware / firmware descriptions, licenses, versions/ releases
- 2784 A.15.7.3.4 All security management, service management, storage management, code  
2785 management, and test management software
- 2786 A.15.7.3.5 Inventory of all software, data and associated documentation to be transferred
- 2787 A.15.7.3.6 All source code, complied code, scripts
- 2788 A.15.7.3.7 All System software / firmware descriptions, licenses, versions/ release
- 2789 A.15.7.3.8 Inventory of all development, Operations and Maintenance tools, processes and  
2790 procedures in use by the Contractor in support of the Solution.
- 2791 A.15.7.3.9 Inventory of all tools and documentation used by the Service Desk
- 2792 A.15.7.3.10 Proof of licensing and maintenance contracts for all purchased software  
2793 components
- 2794 A.15.7.3.11 Disaster Recovery / Business Continuity site requirements
- 2795 A.15.7.3.12 Periodic transfers of all software, file systems and documentation
- 2796 A.15.7.3.13 Transfer and verification of all user ID and access information to include all  
2797 configuration data and documentation in use to be establish and maintain  
2798 accurate user access
- 2799 A.15.7.3.14 Verification that documentation, including user, functional, maintenance,  
2800 development and operational manuals needed to operate and maintain the  
2801 system is available in electronic format
- 2802 A.15.7.3.15 Transfer of all current and historical support records including but not limited to:

- 2803 a) Incident Management Records  
 2804 b) Problem Management records including work-around(s) and known errors or  
 2805 defects  
 2806 c) Change Management records, including Post Implementation reports  
 2807 d) Release Management records  
 2808 e) Security Incident records  
 2809 f) System and Network performance reports  
 2810 g) System and Network performance data records  
 2811 h) Root Cause Analysis reports
- 2812 A.15.7.3.16 Assist the State in validating and verifying all systems are appropriately  
 2813 configured, and support incident response, system restoration, problem  
 2814 identification and problem resolution throughout all stand-up and testing activity
- 2815 A.15.7.3.17 Participate with the State in execution of all testing
- 2816 A.15.7.3.18 Completion of the State readiness assessment to include assessment of ability of  
 2817 technology, personnel and processes to support full Solution Operations and  
 2818 Maintenance at the level of performance established by the State
- 2819 A.15.8 Turnover Training and Knowledge Transfer
- 2820 A.15.8.1 The State expects the Contractor to work in a collaborative manner with the State and / or  
 2821 the successor Contractor to facilitate training and knowledge transfer resulting in a smooth  
 2822 and orderly transition.
- 2823 A.15.8.2 The Contractor shall provide training to the State staff and / or the successor Contractor  
 2824 for no less than 6 months prior to cut-over in order for the State to assume responsibility of  
 2825 the operations and maintenance of the Solution. The contractor shall augment training  
 2826 with mentoring and shadowing of personnel either in the Contractor's production  
 2827 environment or during set-up and testing of the States environments.
- 2828 A.15.8.3 At a minimum, the Turnover training shall include the following:
- 2829 A.15.8.3.1 Introduction to the Solution functions and capabilities
- 2830 A.15.8.3.2 All application development tools, processes, and procedures
- 2831 A.15.8.3.3 All application (custom or COTS) / system / infrastructure Operations and  
 2832 Maintenance responsibilities
- 2833 A.15.8.3.4 All application / system / infrastructure support processes and procedures
- 2834 A.15.8.3.5 All management tools (e.g., security management, systems management, storage  
 2835 management, IT service management, etc.)
- 2836 A.15.8.3.6 All Service Desk systems, processes, and procedures
- 2837 A.15.8.3.7 Any and all other responsibilities necessary to sustain Operations and  
 2838 Maintenance of the Solution at the required level of performance
- 2839 A.15.9 Contract Closeout
- 2840 A.15.9.1 Contract closeout occurs at the end of the Turnover stage. The State expects the  
 2841 Contractor to have completed all contracted work during the Operations stage prior to  
 2842 contract closeout. Any incomplete or remaining work in which the Contractor expects to

2843 transition to the State or successor Contractor must receive prior approval from the State.  
 2844 Contract closeout may extend beyond the term of the contract, and continue until the  
 2845 Contractor has fulfilled all Turnover activities and met all closeout requirements to the  
 2846 State's satisfaction and approval. The Contractor shall provide verification in writing to the  
 2847 State that all items required to be transferred to the State have been transferred and  
 2848 removed from the Contractors systems. The verification in writing shall be delivered to the  
 2849 State at a date, before the end of the Turnover period and determined by the State.

## 2850 **A.16 Security and Privacy**

2851 A.16.1 The Contractor shall, for any and all systems involved in the processing of ACA and HIPAA related  
 2852 information, follow the guidance of CMS, IRS, and all other applicable Federal and State laws and  
 2853 regulations as required by data types and classifications for security and privacy.

2854 A.16.2 The Contractor shall be responsible for the following with regards to security and privacy related  
 2855 activities throughout the lifecycle of the contract under the oversight of the State:

2856 A.16.2.1 DDI

2857 A.16.2.2 Operations and Maintenance

2858 A.16.2.3 Audit

2859 A.16.2.4 Monitoring

2860 A.16.3 Data Classification

2861 A.16.3.1 The Contractor shall classify all data collected by the Solution, regardless of the source  
 2862 (such as data entered through the web portal, data received through interfaces from  
 2863 sources such as the FDSH, image scans, or file uploads). The State shall approve the  
 2864 security and privacy standards that shall be applied to each classification.

2865 A.16.3.2 The Contractor shall identify why and how each data element is captured, how it is to be  
 2866 retained, and the archive and purge processes that apply to the data.

2867 A.16.3.3 The Contractor shall classify data elements in a way that identifies applicable security  
 2868 controls based on the Federal and State regulations and policies to the class of the data  
 2869 elements.

2870 A.16.3.4 The Contractor shall identify the security controls that apply to each class of data at each  
 2871 stage as the data flows through the system. These stages include, but are not limited to:

2872 A.16.3.4.1 Capture of the data from its source - identify whether the source, such as FTI,  
 2873 requires additional controls

2874 A.16.3.4.2 Transport of the data over external and internal networks - using approved  
 2875 encryption techniques

2876 A.16.3.4.3 For file uploads, virus scan with appropriate feedback to the uploader of the data

2877 A.16.3.4.4 Storage of the data - encryption and decryption of data at rest using approved  
 2878 encryption techniques

2879 A.16.3.4.5 Retrieval of the data for display – authentication (MFA) and authorization  
 2880 requirements based on the viewer's relationship to the member the information  
 2881 pertains to

- 2882 A.16.3.4.6 Display of the data elements - masking of data for display using approved  
2883 techniques
- 2884 A.16.3.4.7 Administration of data and data access controls - separation of key privileged  
2885 roles to prevent privileged users from bypassing controls
- 2886 A.16.3.5 The Contractor shall maintain and track data types/classifications in the data dictionary or  
2887 equivalent process.
- 2888 A.16.3.6 The Contractor shall have the ability to provide data extracts to all parties that have  
2889 access to the respective data.
- 2890 A.16.4 Regulatory compliance
- 2891 A.16.4.1 The Contractor shall be responsible for the Solution meeting or exceeding industry  
2892 standards and appropriate federal and state security requirements.
- 2893 A.16.4.2 The Contractor shall ensure the security of the Solution is compliant with the following  
2894 federal standards, regulations and publications, including but not limited to:
- 2895 A.16.4.2.1 45 CFR Part 95.621(f) ADP System Security Requirements and Review Process
- 2896 A.16.4.2.2 Standards defined in Federal Information Processing Standards (FIPS) issued by  
2897 the National Institute of Standards and Technology (NIST)
- 2898 A.16.4.2.3 NIST Special Publication 800 series
- 2899 A.16.4.2.4 NIST Cryptographic Module Validation List  
2900 (<http://csrc.nist.gov/groups/STM/cmvp/validation.html>)
- 2901 A.16.4.2.5 IRS Pub 1075
- 2902 A.16.4.2.6 Federal Records Retention Schedule 44 U.S.C. 3303a
- 2903 A.16.4.2.7 Privacy Act of 1974 at 5 U.S.C. 552a
- 2904 A.16.4.2.8 Computer Matching and Privacy Protection Act of 1988 (CMPPA)
- 2905 A.16.4.2.9 Federal Information Security Management (FISMA)
- 2906 A.16.4.2.10 SSA Information System Security Guidelines for Federal, State, and Local  
2907 Agencies
- 2908 A.16.4.2.11 Child Online Privacy Protection Act
- 2909 A.16.4.2.12 Medicaid Confidentiality Rules at 42 CFR
- 2910 A.16.4.2.13 HIPAA
- 2911 A.16.4.2.14 Federal security and privacy standards adopted by the U.S. Department of Health  
2912 and Human Services for Exchanges (MARS-E)
- 2913 A.16.4.2.15 18 U.S.C. 1905 Criminal Code: Disclosure of Confidential Information
- 2914 A.16.4.2.16 HITECH

- 2915           A.16.4.2.17   Patient Protection and Affordable Care Act and HHS Final Rule
- 2916           A.16.4.2.18   Governing State Agency Policies and regulations including State and STS
- 2917   A.16.5   Security controls
- 2918           A.16.5.1   The Contractor shall be responsible for design, development, implementation,  
2919                    documentation and operation of security controls over access to sensitive functions and  
2920                    data of the Solution until termination of the contract. Security controls include, but are not  
2921                    limited to:
- 2922            A.16.5.1.1   Policies
- 2923            A.16.5.1.2   Processes and procedures
- 2924            A.16.5.1.3   Proposed tools
- 2925            A.16.5.1.4   Incident monitoring and response that is compliant with *NIST SP 800-137,*  
2926                    *Information Security Continuous Monitoring (ISCM) for Federal Information*  
2927                    *Systems and Organizations*
- 2928            A.16.5.1.5   CMS, IRS and SSA continuous monitoring and incident reporting directives.
- 2929            A.16.5.2   The Contractor shall map security controls and standards established in MARS-E and  
2930                    relevant CMS and IRS guidance to requirements for development and operational  
2931                    processes and procedures.
- 2932   A.16.6   SDLC-related Security Requirements
- 2933            A.16.6.1   The Contractor shall prepare and submit artifacts related to security that will be reviewed  
2934                    in gate reviews, as defined in the SDLC, and approved by stakeholders before  
2935                    development may continue.
- 2936            A.16.6.2   The Contractor shall prepare architecture artifacts, deliverables and gate review  
2937                    documents as specified in the project PPA. The SDLC and the PPA will be continuously  
2938                    updated by the State as needed.
- 2939   A.16.7   Operations and Maintenance-related Security Requirements
- 2940            A.16.7.1   The Contractor shall report data breaches to HCFA Privacy and Security offices as soon  
2941                    as possible, but no more than 24 hours from awareness of the incident or sooner if  
2942                    overriding regulations apply.
- 2943   A.16.8   Facilities-related Security Requirements
- 2944            A.16.8.1   The Contractor's facilities designated to the project shall meet or exceed all applicable  
2945                    information security and privacy regulations and policies pursuant to the data  
2946                    classifications contained, stored, or in transit within the facilities.
- 2947            A.16.8.2   The Contractor shall be responsible for notifying The State of any data in the facilities  
2948                    (electronic, paper, or other) that is not classified as "public" and related to State concerns  
2949                    for security and privacy.
- 2950            A.16.8.3   The Contractor shall make its facilities reasonably available for inspection by the State or  
2951                    security staff when requested.

- 2952 A.16.9 Continuous Monitoring for Changes to Security and Policy
- 2953 A.16.9.1 The Contractor shall monitor Federal (CMS, IRS and SSA at a minimum) and State  
2954 security policies and regulations as well as those of the States departments and offices  
2955 including, but not limited to, STS, HCFA, DISA and STIGS guidelines for system  
2956 hardening.
- 2957 A.16.9.2 The Contractor shall define in the Security Management Plan how it proposes to monitor,  
2958 analyze and implement of any such changes to the State.
- 2959 A.16.10 Coordination with Third-Party Vendors
- 2960 A.16.10.1 The Contractor shall be responsible for ensuring that security and privacy policies,  
2961 processes, procedures and appropriate documentation related to the project environment  
2962 is satisfactory or identified as a gap for remediation and escalated/tracked, as appropriate.
- 2963 A.16.10.2 The Contractor shall include regular monitoring and assessment of other state contractor  
2964 compliance with security and privacy policies, processes, procedures and documentation  
2965 as defined by the State.
- 2966 A.16.11 Risk Management Framework
- 2967 A.16.11.1 The Contractor shall employ a Risk Management Framework (RMF) consistent and  
2968 aligned with the most recent version of the NIST SP 800-37, *Guide for Applying the Risk  
2969 Management Framework to Federal Information Systems*, to ensure that throughout all  
2970 phases – DDI through O&M – of the project lifecycle:
- 2971 A.16.11.1.1 Information system security related risks are managed in a way that is consistent  
2972 with the organization’s mission/business objectives and overall risk management  
2973 strategy established by the senior leadership through the risk executive (function);
- 2974 A.16.11.1.2 Information security requirements, including necessary security controls, are  
2975 integrated into the organization’s enterprise architecture and Solution  
2976 Development Lifecycle (SDLC) processes ;
- 2977 A.16.11.1.3 The framework supports consistent, well-informed, and ongoing security  
2978 authorization decisions (through continuous monitoring), transparency of security  
2979 and risk management-related information, and reciprocity;
- 2980 A.16.11.1.4 Information and information systems are effectively secured by implementation of  
2981 appropriate risk mitigation strategies.
- 2982 **A.17 Organizational Change Management and Training (OCMT)**
- 2983 A.17.1 The Contractor shall adhere to and support the implementation of the State’s OCMT Team’s  
2984 (OCMT Team) approach, and work directly with the OCMT Team for all identified  
2985 communication and stakeholder engagement needs. The Contractor will be identified as a  
2986 Subject Matter Authority in the OCMT Plan and will assist in the execution of any and all  
2987 sections, activities, and/or policies per the State-approved OCMT Plan.
- 2988 A.17.2 The Contractor shall follow timeline milestones that are representative of the required sequence  
2989 and timing of activities. Timelines are dependent upon several factors, and the State reserves  
2990 the right to adjust timelines and sequences of training events based on number of users,

- 2991 availability of training facilities, and the determined combination of instructor-led training and/or  
2992 self-paced, web-based training learning. Timeline Requirements include but are not limited to:
- 2993 A.17.2.1 Training Delivery shall begin no fewer than two (2) months prior to each phase release  
2994 and remain open for no fewer than one (1) month after each phase release, as required by  
2995 the State
- 2996 A.17.2.2 Training Environment shall be established and access granted to the OCMT Team no  
2997 fewer than seven (7) months prior to each phase release such that the development of all  
2998 requisite training materials may begin.
- 2999 A.17.2.3 In accordance with the establishment of the Training Environment, the Contractor shall  
3000 provide system training to the OCMT personnel for the purpose of training materials  
3001 development
- 3002 A.17.2.4 Training Environment refreshes shall be completed at least daily during training delivery.
- 3003 A.17.3 In accordance with objectives of the OCMT Plan and the requirements defined below, the  
3004 Contractor shall fully comply with all responsibilities and/or perform all activities as a  
3005 contributing group that supports the successful execution of organizational change  
3006 management and training.
- 3007 A.17.4 The Contractor shall include, consult, and work directly with assigned project Organizational  
3008 Change Management & Training (OCMT) personnel for any and all process, systems, and/or  
3009 operating model planning, analysis, and/or design efforts, workshops, and/or other meetings
- 3010 A.17.5 The Contractor shall work directly with assigned project OCMT Team Members for any  
3011 identified OCMT functions, Stakeholder, or Communication needs, as required by the State, to  
3012 ensure adherence with State-approved OCMT methodology
- 3013 A.17.6 The Contractor shall assist the OCMT Team in assessing the change magnitude for the project  
3014 in question to initially define and/or refine OCMT scope and overall approach as inputs for the  
3015 development of any stakeholder engagement plans
- 3016 A.17.7 The Contractor shall provide the project plan and validate major milestones and timing to  
3017 ensure alignment with Stakeholder and/or OCMT activities across the project lifecycle
- 3018 A.17.8 The Contractor shall work with the OCMT Team to identify appropriate stakeholders and  
3019 messaging for project-related communication and stakeholder engagement needs
- 3020 A.17.9 The Contractor shall adhere to the OCMT MMP Stakeholder Management Plan(s) and follow  
3021 relationship/interaction mapping requirements when identifying and/or engaging stakeholders  
3022 for the purpose of data and information collection
- 3023 A.17.10 The Contractor shall coordinate and communicate stakeholder engagement needs and results  
3024 to the designated OCMT Stakeholder Register manager
- 3025 A.17.11 The Contractor shall coordinate with the Project Manager in compliance with communication  
3026 plan(s) on all identified communication needs to ensure any communication needs are in

- 3027 alignment with, and/or added to, approved project-specific communication plan(s) as defined by  
3028 the project team
- 3029 A.17.12 The Contractor shall provide access to key documentation and subject matter experts in any  
3030 quantity and quality as the State might deem reasonable to support assessing organizational  
3031 impact and other OCMT Plan activities as needed
- 3032 A.17.13 The Contractor shall provide resources sufficient in any quantity and capability as deemed  
3033 reasonable by the State to support the following OCMT Plan activities, including but not limited  
3034 to:
- 3035 A.17.13.1 All the activities defined to support the various phases of the State-approved approach as  
3036 defined in the OCMT Plan (i.e., Analysis, Design, Development, Implementation, and  
3037 Evaluate) and/or State-approved Stakeholder Analysis and Management Plan.
- 3038 A.17.13.2 Proactively identifying or assisting in the identifying of areas of impact and the potential  
3039 resolution to areas of impact as they pertain to organizational design requirements and  
3040 applicable stakeholder engagement plans
- 3041 A.17.13.3 Providing input into the Change Magnitude Assessment tool
- 3042 A.17.13.4 Supporting the identification of key stakeholders
- 3043 A.17.13.5 Validating identified change impacts (both system and process related)
- 3044 A.17.13.6 Providing subject matter experts in specific work areas, processes, applications, etc. to  
3045 support awareness building sessions and/or other stakeholder engagement activities
- 3046 A.17.14 The Contractor shall provide process flows (end-to-end processes), including application  
3047 process steps and systems documentation (including screen shots) to OCMT Training team  
3048 that can be utilized as the foundation to build MMP related trainings
- 3049 A.17.15 The Contractor shall provide resources sufficient in any quantity and capability as deemed  
3050 reasonable by the State to support the following training activities, including but not limited to:
- 3051 A.17.15.1 All those activities defined to support the various phases of the Training Approach  
3052 (Analysis, Design, Development, Implementation, and Evaluate) that are included in  
3053 subsequent sections of this document
- 3054 A.17.15.2 Defining user roles
- 3055 A.17.15.3 Supporting the identification of appropriate curriculum and delivery models
- 3056 A.17.15.4 Participating and providing information during Training Development Knowledge Share  
3057 Sessions
- 3058 A.17.15.5 Validating and approving training materials related to the technical solution
- 3059 A.17.15.6 Building and maintaining the training environments
- 3060 A.17.15.7 Creation of user profiles and log-in credentials in any quantity as requested by the State to  
3061 allow trainers and end users appropriate access to the training environments
- 3062 A.17.15.8 Providing subject matter experts in specific work areas, processes, applications, etc. to  
3063 support classroom learning and Train-the-Trainer programs (supplying at least 1 SME in  
3064 each discreet classroom training event)

- 3065 A.17.15.9 Providing a plan and active support of Post Go-Live training events that encompass prior  
3066 training support activities delivered or supported by the Contractor for a period of time as  
3067 deemed reasonable by the State
- 3068 A.17.15.10 The Contractor shall support the Training Analysis phase (or process) by providing and  
3069 collaborating with the OCMT Team on an ongoing basis in the following ways, including  
3070 but not limited to:
- 3071 A.17.15.10.1 Providing insight into role definitions and assignments required to operate and/or  
3072 support future-state applications and processes
- 3073 A.17.15.10.2 Providing insight into standard training curriculum requirements required to  
3074 support future-state applications and processes
- 3075 A.17.15.10.3 Providing insights into the training delivery framework required to support future-  
3076 state applications and processes
- 3077 A.17.15.10.4 Actively collaborating with training team to determine best of breed training  
3078 approaches for the State end user population
- 3079 A.17.16 The Contractor shall build and maintain two (2) fully functional training environments per  
3080 concurrent release representative of the final-state operational system (e.g., final user  
3081 interface/GUI) that are dedicated to supporting training activities (Training Development and  
3082 Training Delivery). The two (2) separate environments must clearly and accurately reflect  
3083 upcoming software versions and closely align with the software release schedule. The  
3084 environments will be used for the purpose of:
- 3085 A.17.17 Training Development and Training Delivery environments shall include a minimum of the  
3086 following:
- 3087 A.17.17.1 Transactional data (masked according to the security and/or confidentiality guidelines  
3088 provided by the State)
- 3089 A.17.17.2 Training Development Environment to stage scenarios, get screen shots, etc., to support  
3090 the defined training schedule
- 3091 A.17.17.3 Identification and provision of training environment data in order to provide for scenario  
3092 based training
- 3093 A.17.17.4 Specific trainer profiles & credentials that provide fully functional capabilities within both  
3094 the development and delivery environments
- 3095 A.17.17.5 Sufficient user profiles respective of future state roles within the State to perform and  
3096 execute any and all potential concurrent classes as defined by the training schedule  
3097 and/or the State
- 3098 A.17.17.6 Associated log in credentials to support user profiles
- 3099 A.17.17.7 Training Environment must be established and access granted to the OCMT Team no  
3100 fewer than three (3) months prior to each phase go live to allow the development of all  
3101 requisite training materials.

- 3102 A.17.18 The Contractor shall support the Training Design and Development phases (or process) by  
 3103 providing and collaborating with the OCMT Team on an ongoing basis in the following ways,  
 3104 including but not limited to:
- 3105 A.17.18.1.1 Aligning project plan(s) and validating major milestones to support training  
 3106 timelines
- 3107 A.17.18.1.2 Providing existing and historical baseline training materials (in digital or print  
 3108 format as required by the State) such as but not limited to training manuals, quick  
 3109 reference guides, PowerPoints, simulations, etc.
- 3110 A.17.18.1.3 Actively participating and providing information during Training Development  
 3111 Knowledge Share Sessions
- 3112 A.17.18.1.4 Training and supporting the State-appointed OCMT Training personnel on any  
 3113 and all system specific work areas, processes, applications, etc. as deemed  
 3114 appropriate by the State for the purposes of executing a system-based scenario  
 3115 training program to all impacted State personnel
- 3116 A.17.18.1.5 Providing, as requested, validation of future-state process information and  
 3117 documentation
- 3118 A.17.18.1.6 Providing or cooperating in the identification of realistic, representative business  
 3119 scenarios to be used for training development and delivery purposes as defined  
 3120 by the State
- 3121 A.17.18.1.7 Providing access to the training development environment at the outset of the  
 3122 Training Development Phase
- 3123 A.17.18.1.8 Coordinating and supporting the development and maintenance of hardware  
 3124 requirements (for example, but not limited to, classroom computers or laptops,  
 3125 independent servers that might be required to house training development tools  
 3126 and associated content, etc.) with the State for training delivery purposes
- 3127 A.17.18.1.9 Providing a minimum of \*\* training laptops and other required physical hardware  
 3128 to support the design and execution of all EMP related trainings.
- 3129 A.17.18.1.10 Adhering to the State's approved OCMT QM process
- 3130 A.17.19 The Contractor shall support the Training Implementation phase (or process) by providing and  
 3131 collaborating with the OCMT Team on an ongoing basis in the following ways, including but not  
 3132 limited :
- 3133 A.17.19.1 Delivering (or supporting the delivery of) and actively participating in training and/or  
 3134 classroom sessions and activities as needed and defined by the State in order to provide  
 3135 subject matter expertise in specific work areas, processes, applications, etc. (supplying at  
 3136 least 1 Subject Matter Advisor in each discreet classroom training event)
- 3137 A.17.19.2 Providing feedback on training program for continuous improvement efforts
- 3138 A.17.19.3 Providing necessary support for the appropriate maintenance of the training environment  
 3139 (e.g., making updates to scenarios or transactional data to support continuous  
 3140 improvement)

- 3141 A.17.19.4 Providing necessary resources to execute and maintain an active training environment  
 3142 refresh schedule based on scheduled training events to support any and all potential  
 3143 concurrent classes defined by the training schedule
- 3144 A.17.19.5 Actively participate in any and all necessary hardware and other training infrastructure  
 3145 support activities to ensure smooth and consistent training delivery
- 3146 A.17.19.6 Training Delivery shall begin no fewer than two (2) months prior to each phase release  
 3147 and remain open for no fewer than one (1) month after each phase release as required by  
 3148 the State
- 3149 A.17.20 The Contractor shall support the Training Evaluation phase or process by providing and  
 3150 collaborating with the OCMT Training team in the following ways, including but not limited to:
- 3151 A.17.20.1 Developing a Knowledge Transition Plan that encompasses prior training support activities  
 3152 delivered or supported by the Contractor
- 3153 A.17.20.2 Providing a plan and active support of Post Go-Live training events that encompasses  
 3154 prior training support activities delivered or supported by the Contractor for a period of  
 3155 time as deemed reasonable by the State
- 3156 A.17.21 The Contractor shall support any and all other training activities to ensure an effective, positive  
 3157 learning experience as required by the State
- 3158 A.17.22 The Contractor shall provide a full-time, dedicated OCMT counterpart with appropriate OCMT  
 3159 background, to be approved by the State, whose responsibilities shall include, at a minimum,  
 3160 the effective and timely execution of any and all OCMT activities throughout the duration of all  
 3161 relevant Program project lifecycles
- 3162

3163 **A.18 Quality Assurance and Monitoring**

- 3164 A.18.1 The Contractor shall comply with the State's Quality Assurance Plan. The Contractor shall  
 3165 maintain compliance with all Plan components including project management and staff,  
 3166 contractors, and other participants in the project and all project activities.
- 3167 A.18.2 The Contractor shall collaborate with the State to align the Contractor's Quality Assurance Plan to  
 3168 the State's Plan to support the monitoring methodology for the DDI stage of the project.
- 3169 A.18.3 The Contractor shall provide an overall Quality Assurance Plan, customized for the EMP.
- 3170 A.18.4 The Contractor shall establish QA roles & responsibilities internally and with the State Project  
 3171 Manager and sponsor.
- 3172 A.18.5 In conjunction with the State and Other State Contractors, the Contractor shall support the internal  
 3173 QA process, including adhering to quality standards and supporting the effort to validate and verify  
 3174 that standards are met.
- 3175 A.18.6 The Contractor shall provide access and training for usage of any tools that will be used in  
 3176 implementing and monitoring the process
- 3177 A.18.7 The Contractor shall incorporate a QA review which results in remediation plans for both current  
 3178 and future project deliverables. The Contractor shall conduct internal quality reviews for all  
 3179 deliverables before the deliverables are submitted to the State.
- 3180 A.18.8 The Contractor shall support quality QA reviews performed by the State or State Contractors.
- 3181 A.18.9 The Contractor shall monitor the performance of each service against the service specific KPIs  
 3182 defined in Section A.24. The Contractor shall be responsible for reporting the KPIs and the  
 3183 associated supporting metrics at an agreed upon frequency with the State. The Contractor shall  
 3184 also be responsible for maintaining the agreed upon SLAs associated with these KPIs and  
 3185 supporting metrics as designated by the State and available within Section A.24. The State  
 3186 reserves the right to require the Contractor to monitor and report on additional KPIs for  
 3187 performance areas based on deficiency. The KPI SLA reporting shall be input into the Contractor's  
 3188 Continuous Improvement Process (CIP), described in detail in Section A.14.1.

3189 **A.19 Staffing**

- 3190 A.19.1 Staffing Management Plan
- 3191 A.19.1.1 The Contractor shall develop a Staffing Management Plan for conducting the day-to-day  
 3192 management of Contractor resources in support of EMP activities.
- 3193 A.19.2 Staffing Needs Planning and Monitoring Processes
- 3194 A.19.2.1 The Contractor shall provide an overview of the preliminary and ongoing Staff Planning  
 3195 and Monitoring Processes, specifically highlighting processes around planning for future  
 3196 needs and monitoring of project assignments, contract timelines, and associated decisions  
 3197 for release or renewal of personnel.
- 3198 A.19.3 Staffing Tracker
- 3199 A.19.3.1 The Contractor shall develop a Staffing Tracker that summarizes initial and ongoing  
 3200 project resource needs and documents resource levels and assignments.
- 3201 A.19.3.2 The Contractor shall maintain and update the Staffing Tracker on a regular basis for  
 3202 review, at least once per quarter and more frequently as requested by the State.

- 3203 A.19.4 Resource Availability Calendar
- 3204 A.19.4.1 The Contractor shall track and manage the availability of staffed resources throughout the  
3205 duration of the contract.
- 3206 A.19.4.2 The Contractor shall account for travel, remote working days, and paid time off by  
3207 developing a universal resource availability calendar, accessible by the Contractor's staff  
3208 in a central location and on each resource's personal calendar.
- 3209 A.19.4.3 The Contractor shall use the Resource Availability Calendar to ensure that resources are  
3210 physically available as mandated by the work being performed and the requirements  
3211 outlined in Section A.19 (Staff Roles, Qualifications, and Requirements).
- 3212 A.19.5 Staffing Requirements
- 3213 A.19.5.1 The Contractor shall provide a certain level of staffing to ensure project objectives are met.  
3214 The non-key staff shall include individuals with certain skills throughout the contract term.  
3215 These positions shall be staffed at adequate levels to accommodate any future  
3216 development activities initiated by regulatory, security, performance, capacity, feature,  
3217 functionality, or other business needs.
- 3218 A.19.5.2 The Contractor shall submit resumes and allow the State to interview applicants as part of  
3219 the approval process.
- 3220 A.19.5.3 The Contractor shall not reassign Key Staff without prior State approval.
- 3221 A.19.5.4 The Contractor shall develop a Key Staff Transition Plan, for completion by key resources  
3222 in the event that they change roles or leave the project. Completed Plans shall identify a  
3223 replacement for the key resource in question.
- 3224 A.19.5.5 The Contractor shall seek prior approval from the State for any replacements to be made  
3225 in key roles. The Contractor may replace key personnel with individuals with comparable  
3226 experience and qualifications as those submitted by the Contractor in their Response to  
3227 RFQ 32101-15557 within fifteen (15) business days, pending State approval. The  
3228 Contractor shall submit resumes and allow the State to interview applicants as part of the  
3229 approval process. The Contractor shall submit resumes and allow the State to interview  
3230 applicants as part of the approval process.
- 3231 A.19.5.6 The Contractor shall provide an interim resource within five (5) business days for any key  
3232 personnel vacancies regardless of the reason for the vacancy.
- 3233 A.19.5.7 With respect to all persisting vacancies of Key Personnel during the DDI stage, the State  
3234 shall receive a credit equal to the full-time labor cost, including the Contractor's overhead  
3235 and marginal costs of the unavailable individual, prorated for each day or partial day until  
3236 the position is satisfactorily filled. For vacancies due to any reason other than dismissal by  
3237 the State of the applicable individual, the credit shall begin to accrue at the time the  
3238 vacancy occurs. For vacancies that occur due to the State's request, the credit shall begin  
3239 to accrue on the thirtieth (30th) business day after the vacancy occurs. Key personnel  
3240 shall be replaced by individuals with comparable experience and qualifications to those  
3241 submitted by the Contractor in their Response to RFQ 32101-15557, pending State  
3242 approval.
- 3243 A.19.5.8 The Contractor shall maintain an adequate number of staff to support the initial operations  
3244 enhanced activities in addition to the normal operational staff.

3245 A.19.5.9 The Contractor shall provide and retain sufficient staff in the right mix, inclusive of  
 3246 technical (e.g. systems analysts, technicians) and non-technical (e.g. clerical staff,  
 3247 business analysts) resources to resolve issues and meet the requirements specified in this  
 3248 contract.

3249 A.19.6 Managing Staffing Changes

3250 A.19.6.1 The Contractor shall provide an overview of the key steps required in order to acquire,  
 3251 onboard, and off-board staff.

3252 A.19.6.2 The Contractor shall provide guidance on the necessary steps to make staffing  
 3253 assignment changes. The Contractor shall also define procedures for key personnel  
 3254 transitions.

3255 A.19.6.3 The Contractor shall develop the following documents for managing staffing changes and  
 3256 use the documents in the processes as detailed in the table below:

Form	Onboarding	Role/Phase Transitions	Off-Boarding
<b>Onboarding Checklist</b>	X		
<b>Onboarding Arrival Packet</b>	X		
<b>Acceptable Use Policy and Information Protection Plan</b>	X		
<b>Roll-On Form</b>	X	X	
<b>Team Member Transition Plan</b>		X	
<b>Roll-Off Form</b>			X
<b>Off-Boarding Checklist</b>			X

3257 A.19.6.4 The Contractor shall develop an Onboarding Checklist to assist the Contractor PMO in  
 3258 onboarding new resources. The Onboarding Checklist shall provide the new employee  
 3259 with an orientation to the EMP and relevant State and Federal regulations and policies.  
 3260 Additionally, the Checklist shall ensure that administrative items such as building access  
 3261 and equipment distribution are appropriately handled.

3262 A.19.6.5 The Contractor shall develop a Team Member Transition Plan to be completed by  
 3263 Contractor resources when assignments change within the project organization.

3264 A.19.6.6 The Contractor shall submit all completed plans to the Contractor PMO for review and  
 3265 validation.

3266 A.19.6.7 The Contractor shall provide at least two weeks' notice before resource roll-off.

3267 A.19.6.8 The Contractor shall accept State recommendations for key and non-key staff  
 3268 replacements.

- 3269 A.19.7 Organizational Staffing Model
- 3270 A.19.7.1 The Contractor shall provide an Organizational Staffing Model detailing their plan to retain  
3271 appropriate staffing levels for the successful continuation of operations and to support the  
3272 transition during the Turnover stage.
- 3273 A.19.7.2 The Contractor shall have adequate staff to successfully support all requirements of the  
3274 contract until contract closeout is finalized.
- 3275 A.19.8 Turnover Stage Staffing
- 3276 A.19.8.1 The Contractor shall submit and maintain an Organizational Chart for the Turnover stage.
- 3277 A.19.8.2 The Contractor shall provide a full-time turnover manager as a designated point person to  
3278 interact with the State and successor contractor until contract closeout is completed.
- 3279 A.19.8.3 The Contractor shall provide and retain sufficient turnover staff in the right mix, inclusive of  
3280 technical (e.g. systems analysts, technicians) and non-technical (e.g. clerical staff,  
3281 business analysts) resources to complete the services and meet the requirements  
3282 specified in the contract.
- 3283 A.19.8.4 The Contractor shall submit a Staffing Contingency Plan for operations during the  
3284 Turnover Stage.
- 3285 A.19.8.5 The Contractor shall acquire State approval for key staff appointments and replacements.
- 3286 A.19.8.6 The Contractor shall provide unrestricted access to appropriate Contractor personnel for  
3287 discussion of problems or concerns.
- 3288 A.19.8.7 The Contractor shall provide, at minimum, a two week overlap transition period for all key  
3289 personnel transitions. During this time the successor shall be trained on all transferred  
3290 activities to ensure continuity.
- 3291 A.19.9 Off-Boarding
- 3292 A.19.9.1 The Contractor shall complete the Off-Boarding Checklist, one-week prior to resource  
3293 departure, with assistance from the work stream lead and the team member rolling off.
- 3294 A.19.9.2 The Contractor shall provide prior notification, in the event of resource departure, with  
3295 appropriate forms to the State's Access Management team and appropriate State  
3296 management staff, in advance of termination if known or immediately after the employee  
3297 submits their resignation.
- 3298 A.19.10 CMS Certification
- 3299 A.19.10.1 The Contractor shall provide adequate staff to support the enhanced efforts to monitor,  
3300 identify, and address initial production issues and plan, prepare, execute, and achieve  
3301 CMS certification.
- 3302 A.19.10.2 The Contractor shall provide a Certification Manager to interact in tandem with the State  
3303 and the IV&V Contractor.
- 3304 A.19.10.3 The Contractor shall provide an adequate team of resources to monitor, track, and correct  
3305 identified issues.
- 3306 A.19.10.4 The Contractor shall provide an adequate team of dedicated resources for preparation and  
3307 support of CMS certification.

## 3308 A.19.11 Key Staffing Table

Key Position	Description	Qualifications	Requirements
<b>Account Executive or Program Executive</b>	<ul style="list-style-type: none"> <li>• Shall serve as the onsite program executive for the Contractor</li> </ul>	<ul style="list-style-type: none"> <li>• A minimum of eight (8) years of experience in managing a large-scale or enterprise-wide health care IT systems contract or project that encompasses a full SDLC from initiation through post implementation.</li> <li>• A minimum of five (5) years of experience serving in an account management or client representative position.</li> <li>• Subject matter expertise on State and Federal Medicaid regulations and policies.</li> <li>• Previous experience with cost reporting, profit and loss statements, and budget compliance.</li> <li>• Previous responsibility for managing subcontractor resources, if subcontractors are included as part of the Contractor's Response to RFQ 32101-15557.</li> <li>• Previous experience following a standard project management methodology and in using various project management tools in developing project plans, delivering tasks, and tracking timelines and resources.</li> <li>• PMI or generally equivalent certification.</li> </ul>	<p>Shall not serve in any other position.</p> <p>Shall be 100 percent allocated to the project through Implementation.</p> <p>Shall be onsite 90% of the time.</p>

Key Position	Description	Qualifications	Requirements
<b>DDI Manager</b>	<ul style="list-style-type: none"> <li>Responsible for the Design, Development, and Implementation of proposed eligibility solution</li> </ul>	<ul style="list-style-type: none"> <li>A minimum of ten (10) years of experience implementing and integrating large-scale health care IT solutions within environments similar to that of the EMP.</li> <li>Subject matter expertise on State and Federal Medicaid regulations and policies.</li> <li>Previous experience following the Contractor's proposed development methodology and in using various project management tools in developing project plans, delivering tasks, and tracking timelines and resources.</li> <li>PMI certification is preferred.</li> </ul>	<p>Shall not serve in any other position.</p> <p>Shall be 100 percent allocated to the project through Implementation.</p> <p>Shall be onsite 90% of the time.</p>
<b>Technical Solution Lead</b>	<ul style="list-style-type: none"> <li>Shall serve as the project CIO for the proposed eligibility solution.</li> </ul>	<ul style="list-style-type: none"> <li>A minimum of seven (7) years of experience implementing large-scale health care IT solutions within environments similar to that of the EMP.</li> <li>Possess expert knowledge of the Contractor's solution, having implemented the solution in no less than one (1) environment at least as complex as the EMP.</li> <li>Possess demonstrated experience implementing data warehouse solutions within an integrated environment and employing SOA and intelligent business reporting.</li> </ul>	<p>Shall not serve in any other position.</p> <p>Shall be 100 percent allocated to the project through Implementation.</p> <p>Shall be onsite 90% of the time.</p>

Key Position	Description	Qualifications	Requirements
<b>Business Solution Lead</b>	<ul style="list-style-type: none"> <li>• Shall serve as the project COO for the proposed eligibility solution.</li> </ul>	<ul style="list-style-type: none"> <li>• A minimum of seven (7) years of experience implementing large-scale health care IT solutions within environments similar to that of the EMP</li> <li>• Possess five (5) years of experience extracting and documenting business rules</li> <li>• Possess a working knowledge of business process modeling</li> <li>• Possess expert knowledge of the Contractor's solution, having implemented the solution in no less than one (1) environment at least as complex as the EMP</li> <li>• Possess expert knowledge of national policy and standards that impact the Medicaid environment.</li> </ul>	<p>Shall not serve in any other position.</p> <p>Shall be 100 percent allocated to the project through Implementation.</p> <p>Shall be onsite 90% of the time.</p>

Key Position	Description	Qualifications	Requirements
<p><b>Quality Assurance/ Control Lead</b></p>	<ul style="list-style-type: none"> <li>• Shall serve as the project QA Manager for the proposed eligibility solution</li> <li>• Responsible for EMP quality control</li> </ul>	<ul style="list-style-type: none"> <li>• Possess a minimum of five (5) years of experience developing and executing quality assurance/control programs for solutions similar to the Contractor's proposed solution for the EMP</li> <li>• Previous experience serving in a Quality Control Manager or Lead position.</li> <li>• Possess a working knowledge of the Contractor's proposed solution for the EMP.</li> <li>• Previous experience leading large scale or enterprise-wide testing rollouts and deployments.</li> <li>• Possess a working knowledge of business processes associated with the EMP.</li> </ul>	<p>Shall not serve in any other position.</p> <p>Shall be 100 percent allocated to the project through Implementation.</p> <p>Shall be onsite 90% of the time during implementation or integration testing activities are being performed.</p>

Key Position	Description	Qualifications	Requirements
<b>Documentation and Training Lead</b>	<ul style="list-style-type: none"> <li>• Shall serve as the project Training Manager for the proposed eligibility solution</li> </ul>	<ul style="list-style-type: none"> <li>• Possess a minimum of five (5) years of experience developing and executing training programs for solutions similar to Contractor's proposed solution for the EMP.</li> <li>• Possess a working knowledge of document management practices and principles.</li> <li>• Possess a working knowledge of the Contractor's proposed solution for the EMP.</li> <li>• Possess a working knowledge of business processes associated with the EMP.</li> <li>• Previous experience working with document management platforms to include document version control and management workflow</li> </ul>	<p>Shall not serve in any other position.</p> <p>Shall be on-site for all training activities.</p>

Key Position	Description	Qualifications	Requirements
<b>Interface Lead</b>	<ul style="list-style-type: none"> <li>• Shall serve as the project Interface lead for the proposed eligibility solution</li> </ul>	<ul style="list-style-type: none"> <li>• Possess a minimum of five (5) years of experience developing and deploying interfaces for systems similar to Contractor's proposed solution</li> <li>• Possess a minimum of five (5) years of experience performing data warehouse, data cleansing, or data conversion activities for systems similar to the Contractor's proposed solution.</li> <li>• Possess a minimum of three (3) years of experience managing a data conversion or interface design project similar to the needs of the EMP.</li> <li>• Possess excellent written and oral communications skills.</li> <li>• A Bachelor's Degree in IT or a related field is preferred but not required.</li> </ul>	<p>Shall be on-site during design sessions related to interfaces or data requirements.</p> <p>Shall be on-site for system readiness testing and implementation activities.</p>

Key Position	Description	Qualifications	Requirements
<b>Security Manager</b>	<ul style="list-style-type: none"> <li>Responsible for managing the implementation and development of IT security over the course of the project. The Security Manager makes sure security policies, standards, and procedures are established and enforced.</li> <li>Responsible for coordinating information security inspections, tests, and reviews and overseeing the proposed security team.</li> </ul>	<ul style="list-style-type: none"> <li>Possess a minimum of five (5) years of IT security industry experience with at least three (3) years in a healthcare related environment.</li> <li>Possess a minimum of three (3) years of experience managing projects of similar size and complexity to the EMP.</li> <li>Possess a CISSP, CISM, or equivalent security certification (e.g., GSE, CEH, GCIH, GWAPT, GPEN)</li> <li>Possess a Bachelor's Degree in an IT-related field OR four (4) years of industry experience in addition to the general requirement for five (5) years of security experience.</li> <li>Must be familiar with at least one major security compliance framework and be able to demonstrate a firm understanding of relevant State and Federal security/privacy regulations and policies, specifically under NIST, HIPAA, and IRS Pub. 1075, within 6 months of hire.</li> <li>Must have excellent communications skills, writing skills, small group facilitation skills, and formal presentation skills.</li> </ul>	

Key Position	Description	Qualifications	Requirements
<b>Privacy/ Compliance Specialist</b>	<ul style="list-style-type: none"> <li>Responsible for overseeing activities related to the development, implementation, and O&amp;M of the proposed eligibility solution in compliance with State and Federal regulations and policies applicable to the privacy of and access to the sensitive data of the applicants, members insured, and members of the State work force.</li> </ul>	<ul style="list-style-type: none"> <li>Possess a minimum of five (5) years of IT security industry experience with at least three (3) years in a healthcare related environment.</li> <li>Must be familiar with at least one major security compliance framework and be able to demonstrate a firm understanding of relevant State and Federal security/privacy regulations and policies, specifically under NIST, HIPAA, and IRS Pub. 1075</li> <li>Must have successfully guided security compliance on at least one project with similar size and scope to the EMP (e.g. Health Insurance Exchange, Integrated Eligibility or Medicaid Eligibility in other states) within the last five (5) years.</li> </ul>	
<b>PMO Manager</b>	<ul style="list-style-type: none"> <li>Shall serve as the Contractor liaison to the SPMO and TAS Contractors.</li> <li>Responsible for project PMO.</li> </ul>	<ul style="list-style-type: none"> <li>A minimum of five (5) years of experience developing and managing a PMO for a large scale or enterprise-wide health care IT systems contract or implementation.</li> <li>A minimum of ten (10) years of experience managing IT systems programs and/or projects.</li> <li>Must be PMI certified.</li> </ul>	Shall be allocated 100% to the project through implementation.

Key Position	Description	Qualifications	Requirements
<b>Infrastructure Architect</b>	<ul style="list-style-type: none"> <li>Responsible for defining and documenting the network specifications, the server specifications, and the OS specifications for the proposed solution.</li> <li>Shall ensure that policies, standards, and procedures related to infrastructure are established, communicated, and enforced</li> <li>Shall work closely with the HCFA IS Architect and STS to translate the infrastructure architecture for the proposed solution into build standard STS build specifications.</li> </ul>	<ul style="list-style-type: none"> <li>Possess a minimum of five (5) years of IT infrastructure management experience with a strong preference towards healthcare environments.</li> <li>Possess a minimum of three (3) years of experience managing projects of similar size and complexity.</li> <li>Possess a minimum of five (5) years of experience in applying and utilizing infrastructure architecture standards.</li> <li>Possess a Bachelor's Degree in an IT-related field OR four (4) years of industry experience in addition to the general requirement for five (5) years of security experience.</li> <li>Must be familiar with at least one major recognized architecture framework (i.e. TOGAF, OSSTMM3, Zachman, IBM, etc.)</li> <li>Must have excellent communications skills, writing skills, analytical skills, small group facilitation skills, and formal presentation skills.</li> </ul>	

Key Position	Description	Qualifications	Requirements
<b>Configuration/ Release Lead</b>	<ul style="list-style-type: none"> <li>Shall serve as the project Configuration Manager for the proposed eligibility solution</li> </ul>	<ul style="list-style-type: none"> <li>Possess a minimum of five (5) years' experience managing configuration and release processes on large-scale health care programs and solutions similar to the environments and scale of the EMP.</li> <li>Possess expert knowledge of leading IT service management methodologies such as ITIL, COBIT, ISO, etc. Certifications are preferred but not required.</li> <li>Possess working knowledge and experience implementing and leveraging leading IT service management tools to enable the configuration and release management process.</li> </ul>	<p>Shall be allocated 100% to the project from DDI through ongoing operations</p> <p>Shall be on site a minimum of 90% of the time</p> <p>Shall not serve in any other position</p>
<b>Production Control/ Operations Manager</b>	<ul style="list-style-type: none"> <li>Shall serve as the project Operations Manager for the proposed eligibility solution</li> </ul>	<ul style="list-style-type: none"> <li>Possess a minimum of five (5) years' experience managing Production Control/Operations management of a 24/7/365 environment on large-scale health care programs and solutions similar to the environments and scale of the EMP.</li> <li>Possess (5) years' experience in managing networks, servers, and security similar to the technical architecture for the EMP.</li> </ul>	<p>Shall be allocated 100% to the project from DDI through ongoing operations</p> <p>Shall be on site 100% of the time</p>

Key Position	Description	Qualifications	Requirements
<b>Security Manager</b>	<ul style="list-style-type: none"> <li>Responsible for managing the implementation and development of IT security over the course of the project.</li> <li>Shall ensure that security policies, standards, and procedures are established and enforced.</li> <li>Shall coordinate information security inspections, tests, and reviews and oversee the proposed security team.</li> </ul>	<ul style="list-style-type: none"> <li>Possess a minimum of five (5) years IT security industry experience with at least three (3) years in a healthcare related environment.</li> <li>Possess a minimum of three (3) years of experience managing projects of similar size and complexity to the EMP.</li> <li>Possess a CISSP, CISM, or equivalent security certification (e.g., GSE, CEH, GCIH, GWAPT, GPEN)</li> <li>Possess a Bachelor's Degree in an IT-related field OR four (4) years of industry experience in addition to the general requirement for five (5) years of security experience.</li> <li>Must be familiar with at least one major security compliance framework and be able to demonstrate a firm understanding of relevant State and Federal security/privacy regulations and policies, specifically under NIST, HIPAA, and IRS Pub. 1075, within 6 months of hire.</li> <li>Must have excellent communications skills, writing skills, small group facilitation skills, and formal presentation skills.</li> </ul>	<p>Shall be 100 percent allocated to the project through Implementation.</p> <p>Shall be onsite 90% of the time.</p>

Key Position	Description	Qualifications	Requirements
<b>Security Architect</b>	<ul style="list-style-type: none"> <li>• Shall research and advise the State on emerging technologies, trends, and leading practices as they pertain to enabling technology for eligibility modernization.</li> <li>• Shall determine security requirements by evaluating business strategies and requirements and information security standards; conducting system security and vulnerability analyses and risk assessments; studying architecture/platform; identifying integration issues; and preparing cost estimates.</li> <li>• Responsible for planning the security systems by evaluating network and security technologies; developing requirements for local area networks (LANs), wide area networks (WANs), virtual private networks (VPNs), routers, firewalls, and related security and network devices; evaluating the design of public key infrastructures (PKIs), including use of certification authorities (CAs) and digital signatures as well as hardware and software; and adhering to industry standards.</li> <li>• Accountable for delivering security architecture artifacts and deliverables as defined by the project SDLC.</li> </ul>	<ul style="list-style-type: none"> <li>• Possess a minimum of five (5) years industry experience with a strong preference towards healthcare environments.</li> <li>• Possess a minimum of six (6) years on at least four (4) or more of the following security functional areas: credential management, access provisioning, authentication and authorization, access governance, application security, penetration testing, infrastructure security, data security, and security monitoring</li> <li>• Possess a Bachelor's Degree in computer science OR four (4) years of industry experience in addition to the general requirement for two (2) years of security experience.</li> <li>• Must be familiar with at least one major recognized architecture framework (i.e. TOGAF, OSSTMM3, Zachman, IBM, etc.)</li> <li>• Must have excellent communications skills, writing skills, analytical skills, small group facilitation skills, and formal presentation skills.</li> </ul>	<p>Shall be 100 percent allocated to the project through Implementation.</p> <p>Shall be onsite 90% of the time.</p>

Key Position	Description	Qualifications	Requirements
Continuous Improvement Process (CIP) Manager	<ul style="list-style-type: none"> <li>• Shall collect data, compile, and report on KPIs and SLAs.</li> <li>• Responsible for managing the customer expectations and all CIP functions in Section A.14.1.</li> </ul>	<ul style="list-style-type: none"> <li>• A minimum of eight (8) years of experience in managing large scale or enterprise-wide technology projects. Must have broad experience managing IT systems contracts, SLAs, KPIs, and process improvement programs.</li> <li>• Must have working experience with system design and capacity planning.</li> <li>• A minimum of five (5) years of experience serving in an IT management position in a technical area.</li> <li>• Subject matter expertise on system design, system build, and operations and maintenance.</li> <li>• Previous experience with ITIL and other operating frameworks.</li> </ul>	<p>Shall be 100 percent allocated to the project through Implementation.</p> <p>Shall be onsite 90% of the time.</p>

3309

3310 A.19.11.1 The Contractor may propose for approval by the State, additional key positions to supplement, but not in lieu of, the above listed  
3311 key positions.

3312 A.19.12 Non-Key Staffing Table

Position	Description	Qualifications	Requirements
Application Architect	<ul style="list-style-type: none"> <li>• Shall provide application architecture and design recommendations based on existing State standards.</li> </ul>	<ul style="list-style-type: none"> <li>• A minimum of five (5) years of experience building and supporting mission critical, multi-tier large scale health care applications.</li> </ul>	<p>Shall not serve in any other position.</p> <p>Shall be 100 percent allocated to the project through Implementation.</p> <p>Shall be onsite 90% of the time.</p>

Position	Description	Qualifications	Requirements
Business Analyst	<ul style="list-style-type: none"> <li>• Shall interface with multiple departments within the State and the Contractor to create and/or translate business requirements into technical specifications, deliver quality services using best practices, resolve issues, and track, report, and analyze delivery and process metrics.</li> <li>• Support, develop, and organize delivery elements, via requirements documentation, process flows, and user stories.</li> </ul>	<ul style="list-style-type: none"> <li>• A minimum of three (3) years of experience implementing large scale health care IT solutions within environments similar to that of the EMP.</li> <li>• Possess expert knowledge of the Contractor's proposed solution, having implemented the solution in no less than one (1) environment at least as complex as the EMP.</li> <li>• Possess expert knowledge of State and Federal regulations and policies that impact the Medicaid environment.</li> </ul>	<p>Shall not serve in any other position.</p> <p>Shall be 100 percent allocated to the project through Implementation.</p> <p>Shall be onsite 90% of the time.</p> <p>Shall be available as needed post go-live</p>
Senior Business Analyst	<ul style="list-style-type: none"> <li>• Shall author and present business requirements artifacts that inform the SDLC using Enterprise-standard templates and methodologies (RSA)</li> <li>• Shall analyze, review, forecast, and trend complex data when necessary</li> <li>• Shall support short and long term operational/strategic business and IT solutions through research and analysis of data and business processes</li> </ul>	<ul style="list-style-type: none"> <li>• A minimum of five (5) years' experience with a proven record of in-depth knowledge of end-to-end Medicaid eligibility processes</li> <li>• Able to quickly adjust style and approach to requirements elicitation and communications based on intended audience.</li> <li>• Experience with the development process for large-scale enterprise applications.</li> </ul>	<p>Shall be 100 percent allocated to the project through Implementation.</p> <p>Shall be onsite 90% of the time.</p> <p>Shall be available as needed post go-live.</p>

Position	Description	Qualifications	Requirements
Database Architect	<ul style="list-style-type: none"> <li>Responsible for designing, developing, and implementing infrastructure to provide highly-complex, reliable, and scalable databases to meet the organization's objectives and requirements.</li> <li>Shall assist in defining system and application architecture and provide vision, problem anticipation, and problem solving ability.</li> </ul>	<ul style="list-style-type: none"> <li>A minimum of five (5) years' experience developing and implementing one or more leading industry database systems.</li> <li>Capable of hands-on work in all phases of database design and management</li> <li>Significant experience managing operational databases including handling complex migrations with mission critical applications</li> <li>Extensive experience dealing with sensitive data, and health care industry standards and regulations</li> </ul>	<p>Shall be 100 percent allocated to the project through Implementation.</p> <p>Shall be onsite 90% of the time.</p>
Database Administrator	<ul style="list-style-type: none"> <li>Shall recommend solutions by defining database physical structure and functional capabilities, database security, data back-up, and recovery specifications.</li> <li>Shall maintain database performance by calculating optimum values for database parameters, implementing new releases, completing maintenance requirements, and evaluating computer operating systems and hardware products</li> </ul>	<ul style="list-style-type: none"> <li>Minimum of five (5) years' experience managing in a complex online technical environment</li> <li>Experience with Web programming techniques</li> <li>Experience planning, designing, developing and delivering SaaS software in a .Net/Microsoft environment.</li> <li>Broad knowledge of programmer tool sets.</li> <li>Comprehensive knowledge of object oriented programming techniques.</li> </ul>	<p>Shall be 100 percent allocated to the project through Implementation.</p> <p>Shall be onsite 90% of the time.</p>

Position	Description	Qualifications	Requirements
Quality Assurance Test Manager	<ul style="list-style-type: none"> <li>• Shall oversee all of the QA processes and procedures</li> <li>• Shall create the overall strategic direction of the QA team and its testing methodologies</li> <li>• Responsible for the QA team's adherence to processes and procedures, as well as Federal and State regulations and policies</li> <li>• Shall oversee all QA testing phases and confirm accurate execution</li> <li>• Shall create metric reports and status reports</li> <li>• Shall represent the QA team in front of executive project leadership</li> <li>• Responsible for the QA of the project</li> </ul>	<ul style="list-style-type: none"> <li>• A minimum of five (5) years' experience in test strategy development, requirements traceability and specifications, test planning, test case design, integration testing, manual and automated testing, and defect tracking.</li> </ul>	<p>Shall be 100 percent allocated to the project through Implementation.</p> <p>Shall be onsite 90% of the time.</p>

Position	Description	Qualifications	Requirements
QA Analyst 3 – Leads	<ul style="list-style-type: none"> <li>• Shall receive strategic and tactical guidance from the Test Manager</li> <li>• Shall implement strategic planning while overseeing daily tactical QA execution</li> <li>• Shall review and approve requirements.</li> <li>• Shall create formal test plan documentation based upon requirements and technical design specifications</li> <li>• Shall confirm technical design specifications' traceability to business requirements.</li> <li>• Shall perform sample reviews of test cases and periodically review results of test case execution for accuracy and adherence to policy and procedures.</li> </ul>	<ul style="list-style-type: none"> <li>• A minimum of three (3) years' experience in Quality Assurance, preferably in Health Care or with Assistance Eligibility Determination</li> <li>• Capability to implement strategic planning while overseeing daily tactical QA execution</li> <li>• Experience in requirement review and approval</li> <li>• Experience in interpretation of requirement and technical design specifications to create formal test plans.</li> <li>• Capability to interpret technical design specifications in order to clearly communicate with development staff.</li> </ul>	<p>Shall be 100 percent allocated to the project through Implementation.</p> <p>Shall be onsite 90% of the time.</p>
QA Analyst 2	<ul style="list-style-type: none"> <li>• Shall create test cases based on requirements and assure requirements traceability to test cases</li> <li>• Shall peer review test cases</li> <li>• Shall perform sample reviews of test cases and periodically review results of test case execution for accuracy and adherence to policy and procedures</li> <li>• Shall assure the capture and retention of testing artifacts for audit purposes</li> </ul>	<ul style="list-style-type: none"> <li>• A minimum of two (2) years' experience creating and executing test cases based on requirements.</li> <li>• Experience with peer reviewing test cases</li> <li>• Capability to review test case expected results for accuracy in adherence to policy and procedures</li> <li>• Experience in process and procedure for auditing purposes</li> </ul>	<p>Shall be 100 percent allocated to the project through Implementation.</p> <p>Shall be onsite 90% of the time</p>

Position	Description	Qualifications	Requirements
QA Analyst 1	<ul style="list-style-type: none"> <li>• Shall create test cases based on requirements with assistance of the QA Analyst 2</li> <li>• Shall assure requirements traceability to test cases</li> <li>• Shall execute test cases</li> <li>• Shall verify capture and retention of testing artifacts for audit purposes.</li> </ul>	<ul style="list-style-type: none"> <li>• A minimum of 1 year of experience</li> <li>• Capable of creating test cases with minimal assistance</li> <li>• Experience in executing test cases and validating and verifying results</li> <li>• Experience in capturing test artifacts for auditing purposes</li> </ul>	<p>Shall be 100 percent allocated to the project through Implementation.</p> <p>Shall be onsite 90% of the time</p>
Change Manager	<ul style="list-style-type: none"> <li>• Shall ensure that IT changes are recorded and then evaluated, authorized, prioritized, planned, tested, implemented, documented, and reviewed in a controlled manner</li> </ul>	<ul style="list-style-type: none"> <li>• A minimum of five (5) years' experience as a Change Manager</li> <li>• Experience leading Change Control meetings</li> <li>• Extensive knowledge of ITIL principals</li> <li>• High level of IT literacy</li> <li>• Superior attention to detail and methodical approach</li> <li>• Excellent written and verbal communication at all organizational levels</li> </ul>	<p>Shall be 100 percent allocated to the project through Implementation.</p> <p>Shall be onsite 90% of the time</p>

Position	Description	Qualifications	Requirements
Service Architect	<ul style="list-style-type: none"> <li>• Responsible for assessing and designing complex solutions to meet the State's technology and business needs</li> <li>• Shall manage project teams that consult with the State to analyze and identify technical requirements</li> <li>• Shall manage requirements and project scope while meeting State expectations</li> <li>• Shall provide level of effort estimates for deliverables, project sizing, and generating proposals</li> </ul>	<ul style="list-style-type: none"> <li>• A minimum of three (3) years' experience</li> <li>• Demonstrated capabilities in leading technical projects with large, enterprise organizations</li> <li>• Proven ability to provide a high level of capability with respect to service management, ITSM toolsets, service architecture, and business services</li> </ul>	<p>Shall be 100 percent allocated to the project through Implementation.</p> <p>Shall be onsite 90% of the time</p>
Management and Administrative Support	<ul style="list-style-type: none"> <li>• Shall support operations by supervising staff and planning, organizing, and implementing administrative systems</li> </ul>	<ul style="list-style-type: none"> <li>• A minimum of five (5) years' experience in handling a wide range of operational and administrative related tasks</li> <li>• Ability to work independently as well as work closely with the management team</li> <li>• Must have exceptional verbal and written communication skills and a strong attention to detail</li> </ul>	<p>Shall be 100 percent allocated to the project through Implementation.</p> <p>Shall be onsite 90% of the time</p>

Position	Description	Qualifications	Requirements
Process Analyst	<ul style="list-style-type: none"> <li>• Responsible for end-to-end process activities throughout the project</li> <li>• Shall create, control, and improve business processes</li> <li>• Shall lead process design and project implementation teams</li> <li>• Shall diagnose process improvement opportunities and develop solutions using a data driven approach</li> <li>• Shall design and create dashboards, reports, and presentations</li> </ul>	<ul style="list-style-type: none"> <li>• A minimum of three (3) years' experience in business process management methodology and concepts</li> <li>• Understanding of operations in healthcare</li> <li>• Strong technical, analytical, and problem solving skills</li> </ul>	<p>Shall be 100 percent allocated to the project through Implementation.</p> <p>Shall be onsite 90% of the time</p>
Technical Writer	<ul style="list-style-type: none"> <li>• Shall drive the creation of a documentation methodology and framework and maintain proper methodology for purposes of consistency and efficiency</li> <li>• Shall prepare and/or maintain documentation pertaining to programming, systems operation, and user documentation</li> <li>• Shall translate business specifications into user documentation</li> <li>• Shall be familiar with a variety of the field's concepts, practices, and procedures</li> </ul>	<ul style="list-style-type: none"> <li>• A minimum of three (3) years' experience as a Technical Writer in a healthcare related business</li> <li>• Good proofreading and editing skills</li> <li>• Ability to convert technical knowledge into easily understood terms</li> </ul>	<p>Shall be 100 percent allocated to the project through Implementation.</p> <p>Shall be onsite 90% of the time</p>

Position	Description	Qualifications	Requirements
Operations Analyst	<ul style="list-style-type: none"> <li>• Shall work under the direction of the Operations Manager on assignments of diverse scope and complexity, where considerable judgment and initiative are required in resolving problems and making recommendations</li> <li>• Shall work on complex problems where analysis of situations or data requires an in-depth evaluation of various factors</li> <li>• Shall exercise judgment within broadly defined practices and policies in selecting methods, techniques, and evaluation criteria for obtaining results</li> </ul>	<ul style="list-style-type: none"> <li>• A minimum of two (2) years' experience in an operational or help desk position</li> <li>• Excellent problem solving skills</li> <li>• Quality focus</li> <li>• Process improvement</li> <li>• Ability to establish good client relationships</li> <li>• Reporting skills</li> <li>• Good understanding of networking concepts and IT knowledge</li> </ul>	<p>Shall not serve in any other position.</p> <p>Shall be on-site for all training activities.</p> <p>Shall be 100 percent allocated to the project at least 30 days prior to Phase I go-live</p>
Performance Analyst/Capacity Planning Analyst	<ul style="list-style-type: none"> <li>• Shall develop performance test strategies/methodologies, scripting, and effective execution of the performance strategy</li> <li>• Shall perform troubleshooting and analysis to ensure business requirements are met</li> <li>• Shall manage, control, and predict the performance, utilization, and capacity of all LAN/WAN network resources and individual network, application, and system components to ensure service level targets are met</li> </ul>	<ul style="list-style-type: none"> <li>• Minimum of three (3) years' experience with performance testing and engineering</li> <li>• Expert understanding of how application usage patterns and behaviors impact and drive needs for capacity resources</li> </ul>	<p>Shall be 100 percent allocated to the project through Implementation.</p> <p>Shall be onsite 90% of the time</p>

Position	Description	Qualifications	Requirements
Security Analyst/Architect	<ul style="list-style-type: none"> <li>• Shall work closely with leadership and staff to identify, analyze, manage, and mitigate information security risk</li> </ul>	<ul style="list-style-type: none"> <li>• Minimum of five (5) years' related experience in a large scale mission critical environment</li> <li>• At least one relevant professional information security certification required: CISSP, CISM, CRISC, SANS, GIAC, or similar</li> <li>• Extensive experience dealing with sensitive data information systems</li> </ul>	<p>Shall be 100 percent allocated to the project through Implementation.</p> <p>Shall be onsite 90% of the time</p>
SOA Expert	<ul style="list-style-type: none"> <li>• Shall design and implement the integration between the EMP application and other State standard COTS software</li> <li>• Shall use the latest SOA technologies and WS frameworks</li> </ul>	<ul style="list-style-type: none"> <li>• Experience with OSB and BPEL service development - Web Services, SOAP, WSDL, XML, XSLT, XPATH, HTML, and UDDI</li> <li>• Knowledge includes advanced work on standard applications programs including coding, testing, and debugging</li> <li>• Strong knowledge of the object-oriented analysis and design patterns/techniques</li> <li>• Extensive experience with web applications</li> </ul>	<p>Shall be 100 percent allocated to the project through Implementation.</p> <p>Shall be onsite 90% of the time</p>

Position	Description	Qualifications	Requirements
Programmer Analyst	<ul style="list-style-type: none"> <li>• Shall develop complex code and scripts for the eligibility solutions</li> <li>• Shall assist with design, testing, implementation, and troubleshooting code and scripts throughout the project</li> <li>• Shall maintain a high level of technical competence in healthcare</li> <li>• Shall rely on experience and judgment to plan and accomplish goals while balancing priorities.</li> <li>• Shall function autonomously for most daily work efforts</li> </ul>	<ul style="list-style-type: none"> <li>• A minimum of five (5) years' experience as a Programmer Analyst in a healthcare related industry</li> <li>• Possess advanced developmental and problem solving skills to support complex application systems and interfaces for large scale healthcare projects.</li> <li>• Working technical knowledge of platforms and programming languages, including .Net, Visual Basic, C#, JavaScript, WPF, and Silverlight.</li> <li>• Excellent understanding of coding methods and best practices.</li> <li>• Extensive database experience with MS SQL Server and Oracle.</li> <li>• Knowledge of applicable data privacy practices and laws</li> <li>• Hands-on experience developing test cases and test plans</li> </ul>	<p>Shall be 100 percent allocated to the project through Implementation.</p> <p>Shall be onsite 90% of the time</p>

Position	Description	Qualifications	Requirements
Incident/Problem Manager	<ul style="list-style-type: none"> <li>• Shall drive the efficiency and effectiveness of the incident/problem management process</li> <li>• Shall produce management information, including KPIs and reports</li> <li>• Shall monitor the effectiveness of incident/problem management and making recommendations for improvement</li> <li>• Shall develop and maintain the incident/problem management system</li> <li>• Shall drive, develop, manage, and maintain the major incident/problem management process and associated procedures</li> <li>• Shall ensure that all IT teams follow the incident/problem management process for every incident</li> </ul>	<ul style="list-style-type: none"> <li>• Minimum of five (5) years' experience in an Incident/Problem Management role for a large scale, mission critical environment</li> <li>• Proven leadership and coaching skills</li> <li>• Excellent problem solving and analysis skills</li> <li>• Good understanding of network and IT knowledge</li> </ul>	<p>Shall be 100 percent allocated to the project through Implementation.</p> <p>Shall be onsite 90% of the time</p>

3313 A.19.12.1 The Contractor may propose additional non-key positions.

3314 **A.20 Facility**

3315 A.20.1 The Contractor shall secure temporary office space within six (6) weeks of the start of the  
 3316 contract. At the end of that six (6) week period, the Contractor shall have secured a permanent  
 3317 facility sufficient to house its staff to fulfill the entire scope of this contract. The facility shall be  
 3318 located within ten (10) miles of the State offices located at 310 Great Circle Rd, Nashville, TN.  
 3319 All costs associated with the facility are the responsibility of the Contractor for the entire  
 3320 contract period and such costs shall be factored into the Contractor's bid included in the  
 3321 maximum liability of the contract and shall not be billed separately. The Contractor shall, at its  
 3322 discretion, either directly house or mandate its subordinate contractor location terms optimally  
 3323 favorable to the completion of the EMP objectives.

3324 A.20.2 The Contractor staff shall be available for in-person meetings at the State office and at the  
 3325 Contractor's local office as needed. Meeting locations will be established by the State and may  
 3326 be held at either the State's offices or the Contractor's local offices.

3327 A.20.3 The Contractor shall provide dedicated space for a minimum of ten (10) full time State staff and  
 3328 Contractors to be collocated with the Contractor and provide additional hoteling spaces as  
 3329 needed.

3330 A.20.4 Nothing in this agreement shall permit the Contractor's employees, agents, representatives, or  
 3331 sub-contractors to access, use, transport, or disclose state data in any form via any medium,  
 3332 including with any third parties, beyond the boundaries and jurisdiction of the United States of  
 3333 America.

3334 A.20.5 Nothing in this agreement shall permit the Contractor's employees, agents, representatives, or  
 3335 sub-contractors to perform DDI or O&M activities on the solution beyond the boundaries and  
 3336 jurisdiction of the United States or to leverage systems infrastructure, components, or  
 3337 resources that are hosted beyond the boundaries and jurisdiction of the United States in  
 3338 support of these activities.

3339 **A.21 Status Performance Reporting**

3340 A.21.1 Status and Performance of the program shall be reported on by the Contractor to establish  
 3341 effective program communication to all stakeholders. The Contractor shall provide the State  
 3342 with Program Status Reports outlining progress against key milestones, assessing scope,  
 3343 schedule, budget, resources, and quality and identifying project risks and issues. In addition,  
 3344 the Contractor shall produce performance reports on an ongoing basis and provide reports that  
 3345 communicate key program metrics including, but not limited to, cost, schedule, budget, and  
 3346 testing. The Contractor shall produce each report type in compliance with the frequency,  
 3347 audience / stakeholder needs, and report delivery methods established by the State for the  
 3348 report type. The primary audience for the reports includes, but is not limited to the following  
 3349 recipients: The Executive Steering Committee, Program Director, SPMO, and TN TAS  
 3350 Contractor. The table below, provides more information about reporting requirements and  
 3351 includes the medium in which the Contractor shall deliver the report. The list, and the respective  
 3352 Report's contents, are subject to change.

3353

Reporting/Meeting Name	Frequency	Level and Internal or External Intent	Method	Recipients	Reporting Elements
<b>Executive Steering Committee Meeting</b>	Monthly	Program/External	Written materials delivered in presentation	Executive Steering Committee	Program status, Progress towards roadmap and overall outcomes, Items requiring decisions, Key risks & issues, Open Project Procurements Status, Project APD Status, Open Project Recruiting Status, Monthly State & Federal Agency / Committee Communications Log Changes, Communication Plan Status, Document Management
<b>Contractor Status Report Meeting</b>	Biweekly	Program/External	Live Meeting/ Written materials delivered in presentation	Program Director, Project Sponsor, the System Integrator, TN TAS Contractor, and the SPMO	Status, progress toward roadmap and overall outcomes, items requiring decisions, key issues / risks for management attention
<b>Contractor Risk, Issues, and Action Items Focus Meeting</b>	Biweekly	Program/External	Live Meeting/ Written materials	Program Director, Project Sponsor, the System Integrator, TN TAS Contractor, and the SPMO	In depth discussion of key project risks, issues and action items
<b>Contractor State Business Owners Status Report Meeting</b>	Biweekly	Project/External	Written materials delivered in presentation	Program Director, Project Sponsor, specific State Business Owner	Project status, items requiring decisions, key risks / issues and action items relative to the project
<b>CIO Status Report Meeting(s)</b>	Weekly	Program/External	Written materials delivered in presentation	Program Director, Project Sponsor, State CIO	Project status, progress, key issues/risks for management attention

Reporting/Meeting Name	Frequency	Level and Internal or External Intent	Method	Recipients	Reporting Elements
<b>Contractor Testing Status Report Meeting</b>	Weekly	Project/Internal	Written Materials	Program Director, Project Sponsor, the Systems Integrator, TN TAS Contractor, and the SPMO	Project status, progress, key issues/risks, key successes
<b>Contractor Quality Management Status Report Meeting</b>	Monthly	Program/External	Written Materials	Program Director, Project Sponsor, SI QM Team	QM project status and risk overview, key milestones, development of key initiative project deliverables, planned versus actual and critical path analysis, assessment of the MMP work plan, project plan critical path, risk/issue assessment
<b>SDLC Status Meeting</b>	Biweekly	Program/External	Written, Web Pages, and Query Tool	Program Director, Project Sponsor, SI SDLC Team, TN TAS Contractor, and the SPMO	Status of architecture artifacts during the SDLC.
<b>Contractor Testing Meeting</b>	Weekly	Program/External	Written Results of the Test	Program Director, Project Sponsor, SI Testing Team, TN TAS Contractor, and the SPMO	SI test planning status, testing outcomes, potential issues or problems from testing for leadership attention
<b>Program Status Report</b>	Biweekly	Program for all Projects/External	Written	Executive Steering Committee	Dashboard-style assessment of program status including milestone status and accomplishments, KPI and supporting metrics, new issues and risks, accomplishments this period, plans for next period, and key decisions, focusing Steering committee on key issues for management attention.

Reporting/Meeting Name	Frequency	Level and Internal or External Intent	Method	Recipients	Reporting Elements
<b>Risk &amp; Issue Log</b>	Weekly	Program (Identifiable by project)	Written	Contractor PMO, Project Managers	Risks/Issues across all initiatives, overall assessment, trends, and resolution
<b>Quality Risk Management Status Report</b>	Monthly	Project/External	Written	Program Director, Project Sponsor, QM Team	Dashboard-style assessment of project status, focuses Steering committee on key issues for management attention
<b>CMS Status Report</b>	Monthly	External	Written	CMS Representatives	Dashboard-style assessment of project status, focuses Steering committee on key issues for management attention
<b>Contractor Testing Status Report</b>	Weekly	Project/Internal	Written	Project Director, Project Sponsor, and SPMO	Dashboard-style assessment of the testing successes and risks related to the specific projects
<b>Contractor System Deliverables Report</b>	Biweekly	Project/External	Written		
<b>Contractor Systems Retirement Report</b>	Biweekly	Project/External	Written		
<b>Contractor Daily Production Reports</b>	Daily	Project/External	Written		
<b>Contractor Root Cause Analysis Report</b>		Project/External	Written	Program Director, Project Sponsor, the Systems Integrator, TN TAS Contractor, and the SPMO	Action plans, implementation of solution/workaround
<b>Contractor Turnover Status Reports</b>		Project/External	Written		

Reporting/Meeting Name	Frequency	Level and Internal or External Intent	Method	Recipients	Reporting Elements
<b>Contractor Compliance Report</b>		Project/External	Written		
<b>Contractor SLA Report</b>	Monthly	Project/ External	Written	Executive Steering Committee	Automated performance report, prior month performance of each service against all of its respective KPIs
<b>Contractor Service Performance Analysis Reports</b>		Project/External	Written		

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3355 **A.22 Software Ownership**

3356 A.22.1 All hardware, software, software licenses, software configurations, data, supplies, and  
 3357 documentation developed, procured or managed by the Contractor as required by this Contract  
 3358 shall be transferred to the State with a document providing an inventory indicating the supplied  
 3359 components and materials are current, accurate, and complete.

3360 A.22.2 The Contractor shall transfer the following to the State upon implementation of each release of the  
 3361 EMP:

3362 A.22.2.1 Software Code

3363 A.22.2.2 Intellectual Property for COTS customizations

3364 **A.23 Warranty**

3365 This section to be elaborated in final version of RFQ.

3366 **A.24 SLAs**

3367 This section to be elaborated in final version of RFQ.

3368 **A.25 Optional Expansion Phase:**

3369 A.25.1 The State of Tennessee, Department of Human Services (DHS) has begun planning for the  
 3370 modernization and replacement of its legacy information systems necessary to support the  
 3371 Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program  
 3372 (SNAP), Child Care, and Child Support Enforcement programs. This effort has been designated as  
 3373 the DHS Enterprise System Modernization (ESM) project. Refer to Appendix X for a brief  
 3374 description and historical references as to the systems that support each program.

3375 A.25.2 Given the age of each system design and/or the dated technology currently used with legacy  
 3376 systems, it is critical for Tennessee to transition toward more efficient, contemporary technology.  
 3377 The DHS ESM vision is to deploy a set of well-integrated systems aligned with and capable of  
 3378 supporting the DHS customer-focused model of practice and integrated delivery of services.

3379 A.25.3 The objective of ESM is to provide robust self-service, coordination of DHS services to achieve  
 3380 enhanced efficiencies and effectiveness, and universal workload distribution when and wherever  
 3381 possible. DHS is, therefore, seeking technology that is: 1) current and cost-effective to operate  
 3382 and maintain; 2) fully adaptable and extensible; 2) designed to evolve in response to changes in  
 3383 business conditions, DHS strategies, and regulatory developments; 3) developed to utilize shared  
 3384 technology and business components; and 4) implemented incrementally, in distinct, achievable  
 3385 phases.

3386 A.25.4 The Contractor shall incorporate in the design and development of the EMP such elements of  
 3387 design specifications as shall permit the potential integration of the EMP with that of the DHS  
 3388 Enterprise System Modernization, currently planned to begin in 2018. Throughout the design,  
 3389 development, and implementation of the Medicaid eligibility system, the Contractor must take into  
 3390 account and prepare for the potential expansion and integration of the system, and ensure that the  
 3391 design of the Medicaid eligibility system provides sufficient flexibility for such expansion.

3392 A.25.5 Should the State elect to pursue the Expansion Phase, the State will meet with the Contractor to  
 3393 discuss business and technical requirements for the expanded system and any changes in DDI  
 3394 methodologies related to the Medicaid eligibility system. Based on such information, the

- 3395 Contractor will agree to pricing, which is comparable to pricing, submitted in response to RFQ  
3396 32101-15557.
- 3397 A.25.6 For the DDI work, hourly rates and non-labor costs submitted for the DDI work in the Medicaid  
3398 eligibility system will apply. For the O&M work, rates will align with the rates of the O&M time  
3399 period in effect for the Medicaid eligibility system.
- 3400 A.25.7 The Expansion Phase will contain modifications to any web portal as required due to take  
3401 advantage of any lessons learned from the initial implementation. The Expansion Phase may also  
3402 involve providing access to the Master Patient Index (MPI) to other state agencies and merging  
3403 their existing member rosters with the MPI. The Expansion Phase may also include providing  
3404 access to the Rules Engine, Enterprise Service Bus, Business Intelligence, and Identify  
3405 Management to other state agencies.
- 3406 A.25.8 The State shall have sole discretion with regard to pursuing expansion and whether it will engage  
3407 the Contractor to provide services during the Expansion Phase.
- 3408 **A.26 Control Memorandum (a) (CM) Process –**
- 3409 A.26.1 The CM process shall be utilized by the State to clarify Contract requirements, issue instruction to  
3410 the Contractor, document action required of the Contractor, or request information from the  
3411 Contractor. In addition, the CM process shall be used by the State to impose assessments of  
3412 damages, either actual or liquidated. This process will be used to address issues or matters that  
3413 do not require a contract amendment. Each CM must be in writing and indicate the date on which  
3414 it was issued. CMs may provide relevant history, background, and other pertinent information  
3415 regarding the issue(s) being addressed in the CM. Each CM will establish a deadline or timeframe  
3416 for the Contractor's reply or other action. All CMs submitted to the Contractor must be signed and  
3417 approved by the State's Project Director (or his/her designee). When the CM pertains to damages,  
3418 either actual or liquidated, the State may issue consecutive CMs, as may be necessary or  
3419 appropriate.
- 3420 A.26.1.1 A CM may include one (1) or more of the following five (5) components of the CM process  
3421 described below:
- 3422 a) On Request Report - a request directing the Contractor to provide information by the  
3423 time and date set out in the CM.
- 3424 b) Control Directive (CD) - instructions that require the Contractor to complete, within a  
3425 designated timeframe, one (1) or more deliverables or to perform any other request  
3426 from the State that is within the scope of the Contract. A CD may also provide  
3427 clarification of certain Contract terms. Once a CM/CD has been issued, it shall be  
3428 considered to be incorporated into this Contract.
- 3429 c) Notice of Potential Damages (Actual or Liquidated) (NPD) – notification to the  
3430 Contractor that the State has determined that a potential Contract performance or  
3431 compliance issue exists and that the State is contemplating assessing damages,  
3432 actual and/or liquidated. The NPD shall identify the Contract provision(s) on which  
3433 the State determination rests.
- 3434 d) Notice of Calculation of Potential Damages (Actual or Liquidated) (NCPD) –  
3435 notification to the Contractor that provides a calculation of the amount of potential  
3436 damages, actual and/or liquidated, that the State is contemplating assessing against  
3437 the Contractor. NPDs and NCPDs may be issued consecutively or simultaneously.
- 3438 e) Notice of Intent to Assess Damages (Actual or Liquidated) (NIAD) – notification to the  
3439 Contractor that the State is assessing damages and specifying whether the damages  
3440 are actual damages, liquidated damages, or both. The NIAD shall identify the NPD  
3441 and NCPD upon which it is based. The NIAD shall specify the total amount and type  
3442 of damages, whether actual or liquidated, the State intends to assess. Following the  
3443 issuance of an NIAD, the State may elect to withhold damages from payments due to  
3444 Contractor. The State may not issue a NIAD without first issuing a NPD and a NCPD.

3445 A.26.2 Damages for failure to comply with CM. The Contractor shall fully comply with all CMs. Failure to  
 3446 do so may result in sanctions, including liquidated damages as listed in Attachment 2 (Liquidated  
 3447 Damages) and/or termination of the Contract.

3448 A.26.3 Appeal of Damages by Contractor. Contractor may appeal either the basis for NPD or calculation  
 3449 of NCPD potential damages, either actual or liquidated. To do so, the Contractor shall submit to  
 3450 the State's Project Director (or his/her designee) a written response to the NPD and/or NCPD  
 3451 within ten (10) business days of receipt of a CM which includes a NPD or a NCPD. The State's  
 3452 Project Director (or his/her designee) shall review the appeal and provide notice of his/her  
 3453 determination to the Contractor through a CM. If the Contractor disagrees with the State's Project  
 3454 Director's (or his/her designee) initial appeal determination or the State's Project Director (or  
 3455 his/her designee) is unable to resolve the appeal, the Contractor may submit a written request to  
 3456 the State's Project Director (or his/her designee) that the matter be escalated to senior  
 3457 management of the Agency. Contractor shall submit such a request for escalation within ten (10)  
 3458 business days of its receipt of the initial appeal determination from the State's Project Director (or  
 3459 his/her designee) or of notification by the State's Project Director that he/she is unable to resolve  
 3460 the appeal. The State's senior management shall provide written notice of its final determination to  
 3461 the Contractor. Upon appeal or escalation, the State shall not increase the amount of the potential  
 3462 damages.

3463

3464 **B. TERM OF CONTRACT:**

3465

3466 B.1. This Contract shall be effective on DATE ("Effective Date") and extend for a period of forty-eight  
 3467 (48) months after the Effective Date ("Term"). The State shall have no obligation for goods or  
 3468 services provided by the Contractor prior to the Effective Date.

3469 B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The  
 3470 State reserves the right to execute up to **three (3)** renewal options under the same terms and  
 3471 conditions for a period not to exceed twelve (12) months each by the State, at the State's sole  
 3472 option. In no event, however, shall the maximum Term, including all renewals or extensions,  
 3473 exceed a total of eighty-four (84) months

3474

3475 **C. PAYMENT TERMS AND CONDITIONS:**

3476

3477

3478 C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract  
 3479 exceed **Written Dollar Amount (\$Number)** ("Maximum Liability"). This Contract does not grant the  
 3480 Contractor any exclusive rights. The State does not guarantee that it will buy any minimum  
 3481 quantity of goods or services under this Contract. Subject to the terms and conditions of this  
 3482 Contract, the Contractor will only be paid for goods or services provided under this Contract after  
 3483 a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

3484

3485 C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute  
 3486 the entire compensation due the Contractor for all goods or services provided under this Contract  
 3487 regardless of the difficulty, materials or equipment required. The payment methodology includes  
 3488 all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be  
 3489 incurred by the Contractor.

3490

3491 C.3. Payment Methodology. The Contractor shall be compensated based on the payment  
 3492 methodology for goods or services authorized by the State in a total amount as set forth in  
 3493 Section C.1.

3494  
 3495 a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods  
 3496 or services as set forth in Section A.  
 3497

3498 b. The Contractor shall be compensated based upon the following payment methodology:  
 3499

Goods or Services Description	Amount (per compensable increment)
Milestone	\$ Number
Unit	\$ Number each
Job Title /Activity	\$ Number per Hour /Day /etc.
Use & Repeat Rows Above as Necessary	

3500  
 3501 **Add Contingently Required Subsections as Appropriate (refer to instructions for details)**  
 3502

3503 C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time,  
 3504 travel expenses, meals, or lodging.

3505  
 3506 C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and  
 3507 accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3,  
 3508 above. Contractor shall submit invoices and necessary supporting documentation, no more  
 3509 frequently than once a month, and no later than thirty (30) days after goods or services have  
 3510 been provided to the following address:

3511 **State Agency Billing Address**

- 3513 a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the  
 3514 following information (calculations must be extended and totaled correctly):
- 3515 (1) Invoice number (assigned by the Contractor);
  - 3516 (2) Invoice date;
  - 3517 (3) Contract number (assigned by the State);
  - 3518 (4) Customer account name: **State Agency & Division Name;**
  - 3519 (5) Customer account number (assigned by the Contractor to the above-referenced  
 3520 Customer);
  - 3521 (6) Contractor name;
  - 3522 (7) Contractor Tennessee Edison registration ID number;
  - 3523 (8) Contractor contact for invoice questions (name, phone, or email);
  - 3524 (9) Contractor remittance address;
  - 3525 (10) Description of delivered goods or services provided and invoiced, including  
 3526 identifying information as applicable;
  - 3527 (11) Number of delivered or completed units, increments, hours, or days as applicable, of  
 3528 each good or service invoiced;
  - 3529 (12) Applicable payment methodology (as stipulated in Section C.3) of each good or  
 3530 service invoiced;
  - 3531 (13) Amount due for each compensable unit of good or service; and
  - 3532 (14) Total amount due for the invoice period.

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b. Contractor's invoices shall:

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- (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.

3546

3547

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.

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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.

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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.

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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.

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3565

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

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- 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

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- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

3577

3578

**D. MANDATORY TERMS AND CONDITIONS:**

3579

3580 D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the  
 3581 Parties and all appropriate State officials in accordance with applicable Tennessee laws and  
 3582 regulations. Depending upon the specifics of this Contract, this may include approvals by the  
 3583 Commissioner of Finance and Administration, the Commissioner of Human Resources, the  
 3584 Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by  
 3585 a signature or electronic approval.

3586

3587 D.2. Communications and Contacts. All instructions, notices, consents, demands, or other  
 3588 communications required or contemplated by this Contract shall be in writing and shall be made  
 3589 by certified, first class mail, return receipt requested and postage prepaid, by overnight courier  
 3590 service with an asset tracking system, or by email or facsimile transmission with recipient  
 3591 confirmation. All communications, regardless of method of transmission, shall be addressed to  
 3592 the respective Party at the appropriate mailing address, facsimile number, or email address as  
 3593 stated below or any other address provided in writing by a Party.

3594

The State:

3595

3596

3597 State Contact Name & Title

3598 State Agency Name

3599 Address

3600 Email Address

3601 Telephone # Number

3602 FAX # Number

3603

The Contractor:

3604

3605

3606 Contractor Contact Name & Title

3607 Contractor Name

3608 Address

3609 Email Address

3610 Telephone # Number

3611 FAX # Number

3612

3613 All instructions, notices, consents, demands, or other communications shall be considered  
 3614 effective upon receipt or recipient confirmation as may be required.

3615

3616 All information or data that is necessary for one or more deliverables set forth in this Contract  
 3617 shall be transmitted between HCFA and Contractor via the data transfer method specified in  
 3618 advance by HCFA. This may include, but shall not be limited to, transfer through HCFA's SFTP  
 3619 system. Failure by the Contractor to transmit information or data that is necessary for a  
 3620 deliverable in the manner specified by HCFA, may, at the option of HCFA, result in Liquidated  
 3621 Damages as set forth on Contract Attachment 2 hereto.

3622

3623 D.3. Modification and Amendment. This Contract may be modified only by a written amendment  
 3624 signed by all Parties and approved by all applicable State officials.

3625

3626 D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State  
 3627 or federal funds. In the event that the funds are not appropriated or are otherwise unavailable,  
 3628 the State reserves the right to terminate this Contract upon written notice to the Contractor. The  
 3629 State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by

3630 the State. Upon receipt of the written notice, the Contractor shall cease all work associated with  
 3631 the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor  
 3632 shall be entitled to compensation for all conforming goods requested and accepted by the State  
 3633 and for all satisfactory and authorized services completed as of the termination date. Should the  
 3634 State exercise its right to terminate this Contract due to unavailability of funds, the Contractor  
 3635 shall have no right to recover from the State any actual, general, special, incidental,  
 3636 consequential, or any other damages of any description or amount.

3637

3638 D.5. Termination for Convenience. The State may terminate this Contract for convenience without  
 3639 cause and for any reason. The State shall give the Contractor at least thirty (30) days written  
 3640 notice before the termination date. The Contractor shall be entitled to compensation for all  
 3641 conforming goods delivered and accepted by the State or for satisfactory, authorized services  
 3642 completed as of the termination date. In no event shall the State be liable to the Contractor for  
 3643 compensation for any goods neither requested nor accepted by the State or for any services  
 3644 neither requested by the State nor satisfactorily performed by the Contractor. In no event shall  
 3645 the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of  
 3646 any liability to the State for any damages or claims arising under this Contract.

3647

3648 D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this  
 3649 Contract in a timely or proper manner, or if the Contractor materially violates any terms of this  
 3650 Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract  
 3651 and withhold payments in excess of compensation for completed services or provided goods.  
 3652 Notwithstanding the above, the Contractor shall not be relieved of liability to the State for  
 3653 damages sustained by virtue of any Breach Condition and the State may seek other remedies  
 3654 allowed at law or in equity for breach of this Contract.

3655

3656 D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a  
 3657 subcontract for any of the goods or services provided under this Contract without the prior written  
 3658 approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor  
 3659 shall be the prime contractor and responsible for compliance with all terms and conditions of this  
 3660 Contract. The State reserves the right to request additional information or impose additional  
 3661 terms and conditions before approving an assignment of this Contract in whole or in part or the  
 3662 use of subcontractors in fulfilling the Contractor's obligations under this Contract.

3663

3664 D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall  
 3665 be paid directly or indirectly to an employee or official of the State of Tennessee as wages,  
 3666 compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or  
 3667 consultant to the Contractor in connection with any work contemplated or performed under this  
 3668 Contract.

3669 The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if  
 3670 the Contractor is, or within the past six (6) months has been, an employee of the State of  
 3671 Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual  
 3672 who is, or within the past six (6) months has been, an employee of the State of Tennessee.  
 3673

3674

3675 D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be  
 3676 excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination  
 3677 in the performance of this Contract or in the employment practices of the Contractor on the  
 3678 grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any  
 3679 other classification protected by federal or state law. The Contractor shall, upon request, show  
 3680 proof of nondiscrimination and shall post in conspicuous places, available to all employees and

3681 applicants, notices of nondiscrimination. In addition, the Contractor shall comply with the  
 3682 provisions of Contract Section E.27 (Nondiscrimination Compliance Requirements) and this  
 3683 Section D.9 shall not be deemed to limit or abridge any requirement set forth in Section E.27.

3684

3685 D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing  
 3686 the use of illegal immigrants in the performance of any contract to supply goods or services to the  
 3687 state of Tennessee, shall be a material provision of this Contract, a breach of which shall be  
 3688 grounds for monetary and other penalties, up to and including termination of this Contract.

3689

3690 a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an  
 3691 illegal immigrant in the performance of this Contract and shall not knowingly utilize the  
 3692 services of any subcontractor who will utilize the services of an illegal immigrant in the  
 3693 performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by  
 3694 submitting to the State a completed and signed copy of the document at Attachment 1,  
 3695 semi-annually during the Term. If the Contractor is a party to more than one contract with  
 3696 the State, the Contractor may submit one attestation that applies to all contracts with the  
 3697 State. All Contractor attestations shall be maintained by the Contractor and made  
 3698 available to State officials upon request.

3699

3700 b. Prior to the use of any subcontractor in the performance of this Contract, and semi-  
 3701 annually thereafter, during the Term, the Contractor shall obtain and retain a current,  
 3702 written attestation that the subcontractor shall not knowingly utilize the services of an  
 3703 illegal immigrant to perform work under this Contract and shall not knowingly utilize the  
 3704 services of any subcontractor who will utilize the services of an illegal immigrant to  
 3705 perform work under this Contract. Attestations obtained from subcontractors shall be  
 3706 maintained by the Contractor and made available to State officials upon request.

3707

3708 c. The Contractor shall maintain records for all personnel used in the performance of this  
 3709 Contract. Contractor's records shall be subject to review and random inspection at any  
 3710 reasonable time upon reasonable notice by the State.

3711

3712 d. The Contractor understands and agrees that failure to comply with this section will be  
 3713 subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring  
 3714 after its effective date.

3715

3716 e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is  
 3717 not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose  
 3718 physical presence in the United States is authorized; (iv) allowed by the federal  
 3719 Department of Homeland Security and who, under federal immigration laws or  
 3720 regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to  
 3721 provide services under the Contract.

3722

3723 D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The  
 3724 books, records, and documents of the Contractor, for work performed or money received under  
 3725 this Contract, shall be maintained for a period of five (5) full years from the date of the final  
 3726 payment and shall be subject to audit at any reasonable time and upon reasonable notice by the  
 3727 State, the Comptroller of the Treasury, or their duly appointed representatives. The financial  
 3728 statements shall be prepared in accordance with generally accepted accounting principles.

3729

3730 D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this  
 3731 Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the  
 3732 Treasury, or their duly appointed representatives.

3733

3734 D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as  
 3735 requested.

3736

3737 D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases,  
 3738 the strict performance of any of the terms, covenants, conditions, or provisions of this Contract  
 3739 shall not be construed as a waiver or relinquishment of any term, covenant, condition, or  
 3740 provision. No term or condition of this Contract shall be held to be waived, modified, or deleted  
 3741 except by a written amendment signed by the Parties.

3742

3743 D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or  
 3744 associates of one another. The Parties are independent contracting entities. Nothing in this  
 3745 Contract shall be construed to create an employer/employee relationship or to allow either Party  
 3746 to exercise control or direction over the manner or method by which the other transacts its  
 3747 business affairs or provides its usual services. The employees or agents of one Party are not  
 3748 employees or agents of the other Party.

3749

3750 D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for  
 3751 compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself  
 3752 and its employees, including any obligation to report health insurance coverage, provide health  
 3753 insurance coverage, or pay any financial assessment, tax, or penalty for not providing health  
 3754 insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the  
 3755 State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its  
 3756 employees.

3757

3758 D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in  
 3759 this Contract. In no event will the State be liable to the Contractor or any other party for any lost  
 3760 revenues, lost profits, loss of business, decrease in the value of any securities or cash position,  
 3761 time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential  
 3762 damages of any nature, whether based on warranty, contract, statute, regulation, tort (including  
 3763 but not limited to negligence), or any other legal theory that may arise under this Contract or  
 3764 otherwise. The State's total liability under this Contract (including any exhibits, schedules,  
 3765 amendments or other attachments to the Contract) or otherwise shall under no circumstances  
 3766 exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

3767

3768 D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the  
 3769 Contractor's liability for all claims arising under this Contract shall be limited to an amount equal  
 3770 to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended,  
 3771 PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i)  
 3772 intellectual property or any Contractor indemnity obligations for infringement for third-party  
 3773 intellectual property rights; (ii) any claims covered by any specific provision in the Contract  
 3774 providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent  
 3775 conduct, or acts or omissions that result in personal injuries or death.

3776

3777 D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee  
 3778 as well as its officers, agents, and employees from and against any and all claims, liabilities,  
 3779 losses, and causes of action which may arise, accrue, or result to any person, firm, corporation,  
 3780 or other entity which may be injured or damaged as a result of acts, omissions, or negligence on  
 3781 the part of the Contractor, its employees, or any person acting for or on its or their behalf relating  
 3782 to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of  
 3783 attorneys for the State to enforce the terms of this Contract.  
 3784

3785 In the event of any suit or claim, the Parties shall give each other immediate notice and provide  
 3786 all necessary assistance to respond. The failure of the State to give notice shall only relieve the  
 3787 Contractor of its obligations under this Section to the extent that the Contractor can demonstrate  
 3788 actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor,  
 3789 through its attorneys, the right to represent the State in any legal matter, as the right to represent  
 3790 the State is governed by Tenn. Code Ann. § 8-6-106.  
 3791

3792 D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health  
 3793 Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for  
 3794 Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations  
 3795 regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall  
 3796 survive the termination of this Contract.  
 3797

3798 a. Contractor warrants to the State that it is familiar with the requirements of the Privacy  
 3799 Rules, and will comply with all applicable requirements in the course of this Contract.  
 3800

3801 b. Contractor warrants that it will cooperate with the State, including cooperation and  
 3802 coordination with State privacy officials and other compliance officers required by the  
 3803 Privacy Rules, in the course of performance of the Contract so that both parties will be in  
 3804 compliance with the Privacy Rules.  
 3805

3806 c. The State and the Contractor will sign documents, including but not limited to business  
 3807 associate agreements, as required by the Privacy Rules and that are reasonably  
 3808 necessary to keep the State and Contractor in compliance with the Privacy Rules. This  
 3809 provision shall not apply if information received or delivered by the parties under this  
 3810 Contract is NOT "protected health information" as defined by the Privacy Rules, or if the  
 3811 Privacy Rules permit the parties to receive or deliver the information without entering into  
 3812 a business associate agreement or signing another document.  
 3813

3814 d. The Contractor will indemnify the State and hold it harmless for any violation by the  
 3815 Contractor or its subcontractors of the Privacy Rules. This includes the costs of  
 3816 responding to a breach of protected health information, the costs of responding to a  
 3817 government enforcement action related to the breach, and any fines, penalties, or  
 3818 damages paid by the State because of the violation.  
 3819

3820 D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn.  
 3821 Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement  
 3822 System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system  
 3823 administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-  
 3824 35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended  
 3825 during the period of the employment. Accordingly and notwithstanding any provision of this  
 3826 Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of

3827 the working relationship between the Contractor and the State under this Contract is that of  
 3828 "employee/employer" and not that of an independent contractor, the Contractor, if a retired  
 3829 member of TCRS, may be required to repay to TCRS the amount of retirement benefits the  
 3830 Contractor received from TCRS during the Term.

3831

3832 D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable  
 3833 registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with  
 3834 applicable registration requirements is a material requirement of this Contract.

3835

3836 D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that  
 3837 it, its current and future principals, its current and future subcontractors and their principals:

3838

3839 a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or  
 3840 voluntarily excluded from covered transactions by any federal or state department or  
 3841 agency;

3842

3843 b. have not within a three (3) year period preceding this Contract been convicted of, or had  
 3844 a civil judgment rendered against them from commission of fraud, or a criminal offense in  
 3845 connection with obtaining, attempting to obtain, or performing a public (federal, state, or  
 3846 local) transaction or grant under a public transaction; violation of federal or state antitrust  
 3847 statutes or commission of embezzlement, theft, forgery, bribery, falsification, or  
 3848 destruction of records, making false statements, or receiving stolen property;

3849

3850 c. are not presently indicted or otherwise criminally or civilly charged by a government entity  
 3851 (federal, state, or local) with commission of any of the offenses detailed in section b. of  
 3852 this certification; and

3853

3854 d. have not within a three (3) year period preceding this Contract had one or more public  
 3855 transactions (federal, state, or local) terminated for cause or default.

3856

3857 The Contractor shall provide immediate written notice to the State if at any time it learns that  
 3858 there was an earlier failure to disclose information or that due to changed circumstances, its  
 3859 principals or the principals of its subcontractors are excluded or disqualified.

3860

3861 D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts  
 3862 of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar  
 3863 cause beyond the reasonable control of the Party except to the extent that the non-performing  
 3864 Party is at fault in failing to prevent or causing the default or delay, and provided that the default  
 3865 or delay cannot reasonably be circumvented by the non-performing Party through the use of  
 3866 alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not  
 3867 excuse either Party from its obligations under this Contract. Except as set forth in this Section,  
 3868 any failure or delay by a Party in the performance of its obligations under this Contract arising  
 3869 from a Force Majeure Event is not a default under this Contract or grounds for termination. The  
 3870 non-performing Party will be excused from performing those obligations directly affected by the  
 3871 Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that  
 3872 the Party continues to use diligent, good faith efforts to resume performance without delay. The  
 3873 occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers,  
 3874 subcontractors, customers or business apart from this Contract is not a Force Majeure Event

3875 under this Contract. Contractor will promptly notify the State of any delay caused by a Force  
 3876 Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception  
 3877 of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the  
 3878 nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's  
 3879 performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a)  
 3880 cease payment of the fees until Contractor resumes performance of the affected obligations; or  
 3881 (b) immediately terminate this Contract or any purchase order, in whole or in part, without further  
 3882 payment except for fees then due and payable. Contractor will not increase its charges under  
 3883 this Contract or charge the State any fees other than those provided for in this Contract as the  
 3884 result of a Force Majeure Event.

3885

3886 D.25 State and Federal Compliance. The Contractor shall comply with all applicable state and federal  
 3887 laws and regulations in the performance of this Contract. In addition, the Contractor shall comply  
 3888 with the provisions of Contract Section E.16, (Applicable Laws, Rules, Policies and Court Orders),  
 3889 and this Section D.25 shall not be deemed to limit or abridge any requirement set forth in Section  
 3890 E.16.

3891

3892 D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws  
 3893 of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in  
 3894 Tennessee shall be the venue for all claims, disputes, or disagreements arising under this  
 3895 Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against  
 3896 the State of Tennessee or its employees arising under this Contract shall be subject to and  
 3897 limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.

3898

3899 D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the  
 3900 Parties relating to its subject matter, including all the terms and conditions of the Parties'  
 3901 agreement. This Contract supersedes any and all prior understandings, representations,  
 3902 negotiations, and agreements between the Parties, whether written or oral.

3903

3904 D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable  
 3905 as a matter of law, the other terms and conditions of this Contract shall not be affected and shall  
 3906 remain in full force and effect. The terms and conditions of this Contract are severable.

3907

3908 D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be  
 3909 construed as part of this Contract.

3910

3911 D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of  
 3912 this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's  
 3913 duties, responsibilities, and performance under this Contract, these items shall govern in order of  
 3914 precedence below:

3915

- 3916 a. any amendment to this Contract, with the latter in time controlling over any earlier
- 3917 amendments;
- 3918 b. this Contract with any attachments or exhibits (excluding the items listed at subsections
- 3919 c. through f., below), which includes [identify attachments and exhibits];
- 3920 c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
- 3921 d. the State solicitation, as may be amended, requesting responses in competition for this
- 3922 Contract;

- 3923 e. any technical specifications provided to proposers during the procurement process to  
 3924 award this Contract; and  
 3925 f. the Contractor's response seeking this Contract.  
 3926

3927

3928 **E. SPECIAL TERMS AND CONDITIONS:**

3929

- 3930 E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with  
 3931 any other terms and conditions of this Contract, the special terms and conditions shall be  
 3932 subordinate to the Contract's other terms and conditions.  
 3933

- 3934 E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be  
 3935 maintained in accordance with applicable state and federal law. All material and information,  
 3936 regardless of form, medium or method of communication, provided to the Contractor by the State  
 3937 or acquired by the Contractor on behalf of the State that is regarded as confidential under state or  
 3938 federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit  
 3939 Contractor to disclose any Confidential Information, regardless of whether it has been disclosed  
 3940 or made available to the Contractor due to intentional or negligent actions or inactions of agents  
 3941 of the State or third parties. Confidential Information shall not be disclosed except as required or  
 3942 permitted under state or federal law. The Contractor shall only use Confidential information for  
 3943 activities pursuant to and related to the performance of the Contract. Contractor shall take all  
 3944 necessary steps to safeguard the confidentiality of such material or information in conformance  
 3945 with applicable state and federal law.  
 3946

3947 The obligations set forth in this Section shall survive the termination of this Contract.  
 3948

- 3949 E.3. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods  
 3950 provided by Contractor under this Contract including full rights to use the goods and transfer title  
 3951 in the goods to any third parties.  
 3952

- 3953 E.4. Ownership of Software and Work Products.

3954

- 3955 a. Definitions.

3956 (1) "Contractor-Owned Software," shall mean commercially available software the  
 3957 rights to which are owned by Contractor, including but not limited to commercial  
 3958 "off-the-shelf" software which is not developed using State's money or resources.  
 3959

3960 (2) "Custom-Developed Application Software," shall mean customized application  
 3961 software developed by Contractor solely for State.  
 3962

3963 (3) "Rights Transfer Application Software," shall mean any pre-existing application  
 3964 software owned by Contractor or a third party, provided to State and to which  
 3965 Contractor will grant and assign, or will facilitate the granting and assignment of,  
 3966 all rights, including the source code, to State.  
 3967

- 3968 (4) "Third-Party Software," shall mean software not owned by the State or the  
3969 Contractor.
- 3970
- 3971 (5) "Work Product," shall mean all deliverables exclusive of hardware, such as  
3972 software, software source code, documentation, planning, etc., that are created,  
3973 designed, developed, or documented by the Contractor exclusively for the State  
3974 during the course of the project using State's money or resources, including  
3975 Custom-Developed Application Software. If the deliverables under this Contract  
3976 include Rights Transfer Application Software, the definition of Work Product shall  
3977 also include such software. Work Product shall not include Contractor-Owned  
3978 Software or Third-Party Software.
- 3979
- 3980 b. Rights and Title to the Software
- 3981
- 3982 (1) All right, title and interest in and to the Contractor-Owned Software shall at all  
3983 times remain with Contractor, subject to any license granted under this Contract.
- 3984
- 3985 (2) All right, title and interest in and to the Work Product, and to modifications thereof  
3986 made by State, including without limitation all copyrights, patents, trade secrets  
3987 and other intellectual property and other proprietary rights embodied by and  
3988 arising out of the Work Product, shall belong to State. To the extent such rights  
3989 do not automatically belong to State, Contractor hereby assigns, transfers, and  
3990 conveys all right, title and interest in and to the Work Product, including without  
3991 limitation the copyrights, patents, trade secrets, and other intellectual property  
3992 rights arising out of or embodied by the Work Product. Contractor and its  
3993 employees, agents, contractors or representatives shall execute any other  
3994 documents that State or its counsel deem necessary or desirable to document  
3995 this transfer or allow State to register its claims and rights to such intellectual  
3996 property rights or enforce them against third parties.
- 3997
- 3998 (3) All right, title and interest in and to the Third-Party Software shall at all times  
3999 remain with the third party, subject to any license granted under this Contract.
- 4000
- 4001 c. The Contractor may use for its own purposes the general knowledge, skills, experience,  
4002 ideas, concepts, know-how, and techniques obtained and used during the course of  
4003 performing under this Contract. The Contractor may develop for itself, or for others,  
4004 materials which are similar to or competitive with those that are produced under this  
4005 Contract.
- 4006
- 4007 E.5 State Furnished Property. The Contractor shall be responsible for the correct use, maintenance,  
4008 and protection of all articles of nonexpendable, tangible personal property furnished by the State  
4009 for the Contractor's use under this Contract. Upon termination of this Contract, all property  
4010 furnished by the State shall be returned to the State in the same condition as when received, less  
4011 reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall  
4012 be responsible to the State for the fair market value of the property at the time of loss.
- 4013
- 4014 E.6 Work Papers Subject to Review. The Contractor shall make all audit, accounting, or financial  
4015 analysis work papers, notes, and other documentation available for review by the Comptroller of

4016 the Treasury or his representatives, upon request, during normal working hours either while the  
4017 analysis is in progress or subsequent to the completion of this Contract.

4018

4019 E.7 Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or  
4020 marketing materials that Contractor's goods or services are endorsed by the State. The  
4021 restrictions on Contractor advertising or marketing materials under this Section shall survive the  
4022 termination of this Contract.

4023

4024 E.8. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

4025

4026 a. No federally appropriated funds have been paid or will be paid, by or on behalf of the  
4027 Contractor, to any person for influencing or attempting to influence an officer or employee  
4028 of an agency, a member of Congress, an officer or employee of Congress, or an  
4029 employee of a member of Congress in connection with the awarding of any federal  
4030 contract, the making of any federal grant, the making of any federal loan, the entering into  
4031 of any cooperative agreement, and the extension, continuation, renewal, amendment, or  
4032 modification of any federal contract, grant, loan, or cooperative agreement.

4033

4034 b. If any funds other than federally appropriated funds have been paid or will be paid to any  
4035 person for influencing or attempting to influence an officer or employee of any agency, a  
4036 member of Congress, an officer or employee of Congress, or an employee of a member  
4037 of Congress in connection with any contract, grant, loan, or cooperative agreement, the  
4038 Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report  
4039 Lobbying," in accordance with its instructions.

4040

4041 c. The Contractor shall require that the language of this certification be included in the  
4042 award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and  
4043 contracts under grants, loans, and cooperative agreements) and that all subrecipients  
4044 shall certify and disclose accordingly.

4045

4046 This certification is a material representation of fact upon which reliance was placed when this  
4047 transaction was made or entered into and is a prerequisite for making or entering into this  
4048 transaction imposed by 31 U.S.C. § 1352.

4049

4050 E.9 Intellectual Property. The Contractor agrees to indemnify and hold harmless the State of  
4051 Tennessee as well as its officers, agents, and employees from and against any and all claims or  
4052 suits which may be brought against the State concerning or arising out of any claim of an alleged  
4053 patent, copyright, trade secret or other intellectual property infringement. In any such claim or  
4054 action brought against the State, the Contractor shall satisfy and indemnify the State for the  
4055 amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or  
4056 other fees or expenses incurred by the State arising from any such claim. The State shall give the  
4057 Contractor notice of any such claim or suit and full right and opportunity to conduct the  
4058 Contractor's own defense thereof, however, the failure of the State to give such notice shall only  
4059 relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate  
4060 actual prejudice arising from the State's failure to give notice. This Section shall not grant the  
4061 Contractor, through its attorneys, the right to represent the State of Tennessee in any legal  
4062 matter, as provided in Tenn. Code Ann. § 8-6-106.

4063

4064 E.10. Liquidated Damages. If failure to comply with requirements of this contract occurs,  
 4065 (“Liquidated Damages Event”), the State may assess damages on Contractor (“Liquidated  
 4066 Damages”). The State shall notify the Contractor of amounts to be assessed as Liquidated  
 4067 Damages. The Parties agree that due to the complicated nature of the Contractor’s obligations  
 4068 under this Contract it would be difficult to specifically designate a monetary amount for  
 4069 Contractor’s failure to fulfill its obligations regarding the Liquidated Damages Event as these  
 4070 amounts are likely to be uncertain and not easily proven. Contractor has carefully reviewed the  
 4071 Liquidated Damages contained in Attachment 2 and agrees that these amounts represent a  
 4072 reasonable relationship between the amount and what might reasonably be expected in the event  
 4073 of a Liquidated Damages Event, and are a reasonable estimate of the damages that would occur  
 4074 from a Liquidated Damages Event. The Contractor agrees that the Liquidated Damages are in  
 4075 addition to any amounts Contractor may owe the State pursuant to the indemnity provision or any  
 4076 other sections of this Contract.

4077  
 4078 The State is not obligated to assess Liquidated Damages before availing itself of any other  
 4079 remedy. The State may choose to avail itself of any other remedy available under this Contract  
 4080 or at law or equity.

4081  
 4082 E.11 Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a  
 4083 partial takeover of any service that the Contractor is obligated to perform under this Contract,  
 4084 including any service which is the subject of a subcontract between Contractor and a third party  
 4085 (a “Partial Takeover”). A Partial Takeover of this Contract by the State shall not be deemed a  
 4086 breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a  
 4087 Partial Takeover. The notice shall specify the areas of service the State will assume and the date  
 4088 the State will be assuming. The State’s exercise of a Partial Takeover shall not alter the  
 4089 Contractor’s other duties and responsibilities under this Contract. The State reserves the right to  
 4090 withhold from the Contractor any amounts the Contractor would have been paid but for the  
 4091 State’s exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the  
 4092 State exercises its right to a Partial Takeover. The State’s exercise of its right to a Partial  
 4093 Takeover of this Contract shall not entitle the Contractor to any actual, general, special,  
 4094 incidental, consequential, or any other damages irrespective of any description or amount.

4095  
 4096 E.12 Unencumbered Personnel. The Contractor shall not restrict its employees, agents,  
 4097 subcontractors or principals who perform services for the State under this Contract from  
 4098 performing the same or similar services for the State after the termination of this Contract, either  
 4099 as a State employee, an independent contractor, or an employee, agent, subcontractor or  
 4100 principal of another contractor with the State.

4101  
 4102 E.13. Personally Identifiable Information. While performing its obligations under this Contract,  
 4103 Contractor may have access to Personally Identifiable Information held by the State (“PII”). For  
 4104 the purposes of this Contract, “PII” includes “Nonpublic Personal Information” as that term is  
 4105 defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and  
 4106 the rules and regulations thereunder, all as may be amended or supplemented from time to time  
 4107 (“GLBA”) and personally identifiable information and other data protected under any other  
 4108 applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal  
 4109 information (“Privacy Laws”). Contractor agrees it shall not do or omit to do anything which would  
 4110 cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its  
 4111 employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII  
 4112 only as necessary to carry out those specific aspects of the purpose for which the PII was  
 4113 disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii)  
 4114 implement and maintain appropriate technical and organizational measures regarding information  
 4115 security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or

4116 hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII.  
 4117 Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or  
 4118 any of its employees, agents and representatives in breach of this Contract; and (2) of any  
 4119 disclosure of any PII to Contractor or its employees, agents and representatives where the  
 4120 purpose of such disclosure is not known to Contractor or its employees, agents and  
 4121 representatives. The State reserves the right to review Contractor's policies and procedures  
 4122 used to maintain the security and confidentiality of PII and Contractor shall, and cause its  
 4123 employees, agents and representatives to, comply with all reasonable requests or directions from  
 4124 the State to enable the State to verify and/or procure that Contractor is in full compliance with its  
 4125 obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or  
 4126 at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall  
 4127 immediately return to the State any and all PII which it has received under this Contract and shall  
 4128 destroy all records of such PII.

4129

4130 The Contractor shall report to the State any instances of unauthorized access to or potential  
 4131 disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to  
 4132 the Contractor's attention. Any such report shall be made by the Contractor within twenty-four  
 4133 (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor.  
 4134 Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The  
 4135 Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for  
 4136 individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the  
 4137 cost of notification to all individuals affected by the Unauthorized Disclosure, including individual  
 4138 letters and public notice. The remedies set forth in this Section are not exclusive and are in  
 4139 addition to any claims or remedies available to this State under this Contract or otherwise  
 4140 available at law.

4141

4142 E.14. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the  
 4143 Contractor to provide supplies or services that are funded in whole or in part by federal funds that  
 4144 are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements,  
 4145 including but not limited to those set forth herein, of FFATA are met and that the Contractor  
 4146 provides information to the State as required.

4147

4148 The Contractor shall comply with the following:

4149

4150 a. Reporting of Total Compensation of the Contractor's Executives.

4151

4152 (1) The Contractor shall report the names and total compensation of each of its five  
 4153 most highly compensated executives for the Contractor's preceding completed  
 4154 fiscal year, if in the Contractor's preceding fiscal year it received:

4155

4156 i. 80 percent or more of the Contractor's annual gross revenues from  
 4157 federal procurement contracts and federal financial assistance subject to  
 4158 the Transparency Act, as defined at 2 CFR 170.320 (and subawards);  
 4159 and

4160 ii. \$25,000,000 or more in annual gross revenues from federal procurement  
 4161 contracts (and subcontracts), and federal financial assistance subject to  
 4162 the Transparency Act (and subawards); and

4163 iii. The public does not have access to information about the compensation  
 4164 of the executives through periodic reports filed under section 13(a) or

4165 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d))  
 4166 or section 6104 of the Internal Revenue Code of 1986. (To determine if  
 4167 the public has access to the compensation information, see the U.S.  
 4168 Security and Exchange Commission total compensation filings at  
 4169 <http://www.sec.gov/answers/execomp.htm>).

4170

4171 As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing  
 4172 partners, or any other employees in management positions.

4173

4174 (2) Total compensation means the cash and noncash dollar value earned by the  
 4175 executive during the Contractor's preceding fiscal year and includes the following  
 4176 (for more information see 17 C.F.R. § 229.402(c)(2)):

4177

4178 i. Salary and bonus.  
 4179 ii. Awards of stock, stock options, and stock appreciation rights. Use the  
 4180 dollar amount recognized for financial statement reporting purposes with  
 4181 respect to the fiscal year in accordance with the Statement of Financial  
 4182 Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared  
 4183 Based Payments.

4184 iii. Earnings for services under non-equity incentive plans. This does not  
 4185 include group life, health, hospitalization or medical reimbursement plans  
 4186 that do not discriminate in favor of executives, and are available  
 4187 generally to all salaried employees.

4188 iv. Change in pension value. This is the change in present value of defined  
 4189 benefit and actuarial pension plans.

4190 v. Above-market earnings on deferred compensation which is not tax  
 4191 qualified.

4192 vi. Other compensation, if the aggregate value of all such other  
 4193 compensation (e.g. severance, termination payments, value of life  
 4194 insurance paid on behalf of the employee, perquisites or property) for the  
 4195 executive exceeds \$10,000.

4196

4197 b. The Contractor must report executive total compensation described above to the State by  
 4198 the end of the month during which this Contract is awarded.

4199

4200 c. If this Contract is amended to extend the Term, the Contractor must submit an executive  
 4201 total compensation report to the State by the end of the month in which the term  
 4202 extension becomes effective.

4203

4204 d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and  
 4205 maintain its DUNS number for the term of this Contract. More information about  
 4206 obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

4207

4208 The Contractor's failure to comply with the above requirements is a material breach of this  
 4209 Contract for which the State may terminate this Contract for cause. The State will not be

- 4210 obligated to pay any outstanding invoice received from the Contractor unless and until the  
4211 Contractor is in full compliance with the above requirements.
- 4212
- 4213 E.15 Survival. The terms, provisions, representations, and warranties contained in Sections D.11  
4214 (Records), D.19 (Hold Harmless), D.20 (HIPAA Compliance), E.2 (Confidentiality of Records), E.7  
4215 (Prohibited Advertising), E.9 (Intellectual Property) E.13 (Personally Identifiable Information), E.19  
4216 (Notification of Breach), E.21 (SSA Data), and E.25 (IRS Data) of this Contract shall survive the  
4217 completion of performance, termination or expiration of this Contract.
- 4218
- 4219 E.16. Applicable Laws, Rules, Policies and Court Orders. The Contractor agrees to comply with all  
4220 applicable federal and State laws, rules, regulations, sub-regulatory guidance, executive orders,  
4221 HCFA waivers, and all current, modified or future Court decrees, orders or judgments applicable to  
4222 the State's TennCare and CHIP programs. Such compliance shall be performed at no additional  
4223 cost to the State.
- 4224
- 4225 E.17. Business Associate. Contractor hereby acknowledges its designation as a business associate  
4226 under HIPAA and agrees to comply with all applicable HIPAA regulations. In accordance with the  
4227 HIPAA regulations, the Contractor shall, at a minimum:
- 4228
- 4229 a. Comply with requirements of the HIPAA, including, but not limited to, the transactions and  
4230 code sets, privacy, security, and identifier regulations. Compliance includes meeting all  
4231 required transaction formats and code sets with the specified data sharing agreements  
4232 required under the regulations;
- 4233
- 4234 b. Transmit/receive from/to its providers, subcontractors, clearinghouses and HCFA all  
4235 transactions and code sets required by HIPAA in the appropriate standard formats, utilizing  
4236 appropriate and adequate safeguards, as specified under the law and as directed by HCFA so  
4237 long as HCFA direction does not conflict with the law;
- 4238
- 4239 c. Agree that if it is not in compliance with all applicable standards defined within the transactions  
4240 and code sets, privacy, security and all subsequent HIPAA standards, that it will be in breach  
4241 of this Contract and will then take all reasonable steps to cure the breach or end the violation  
4242 as applicable. Since inability to meet the transactions and code sets requirements, as well as  
4243 the privacy and security requirements can bring basic business practices between HCFA and  
4244 the Contractor and between the Contractor and its providers and/or subcontractors to a halt, if  
4245 for any reason the Contractor cannot meet the requirements of this Section, HCFA may  
4246 terminate this Contract.
- 4247
- 4248 d. Ensure that Protected Health Information (PHI) exchanged between the Contractor and HCFA  
4249 is used only for the purposes of treatment, payment, or health care operations and health  
4250 oversight and its related functions. All PHI not transmitted for these purposes or for purposes  
4251 allowed under the federal HIPAA regulations shall be de-identified to secure and protect the  
4252 individual enrollee's PHI;
- 4253
- 4254 e. Report to HCFA's Privacy Office immediately upon becoming aware of any use or disclosure  
4255 of PHI in violation of this Contract by the Contractor, its officers, directors, employees,  
4256 subcontractors or agents or by a third party to which the Contractor disclosed PHI;
- 4257
- 4258
- 4259 f. Specify in its agreements with any agent or subcontractor that will have access to PHI that  
4260 such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions  
4261 that apply to the Contractor pursuant to this Section;

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- g. Make its internal policies and procedures, records and other documentation related to the use and disclosure of PHI available upon request to the U.S. Secretary of Health and Human Services for the purposes of determining compliance with the HIPAA regulations;
  - h. Create and adopt policies and procedures to periodically audit adherence to all HIPAA regulations;
  - i. Agree to ensure that any agent, including a subcontractor, to whom it provides PHI that was created, received, maintained, or transmitted by or on behalf of HCFA agrees to use reasonable and appropriate safeguards to protect the PHI.
  - j. If feasible, return or destroy all PHI, in whatever form or medium (including any electronic medium) and all copies of any data or compilations derived from and allowing identification of any individual who is a subject of that PHI upon termination, cancellation, expiration or other conclusion of the Agreement, and in accordance with this Section of this Contract. The Contractor shall complete such return or destruction as promptly as possible, but not later than thirty (30) days after the effective date of the termination, cancellation, expiration or other conclusion of the Agreement. The Contractor shall identify any PHI that cannot feasibly be returned or destroyed. Within such thirty (30) days after the effective date of the termination, cancellation, expiration or other conclusion of the Agreement, the Contractor shall: (1) certify an oath in writing that such return or destruction has been completed; (2) identify any PHI which cannot feasibly be returned or destroyed; and (3) certify that it will only use or disclose such PHI for those purposes that make its return or destruction infeasible;
  - k. Implement all appropriate administrative, physical and technical safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Contract and, including, but not limited to, privacy, security and confidentiality requirements in 45 CFR Parts 160 and 164;
  - l. Set up appropriate mechanisms to limit use or disclosure of PHI to the minimum necessary to accomplish the intended purpose of the use or disclosure;
  - m. Create and implement policies and procedures to address present and future HIPAA regulatory requirements as needed, including, but not limited to: use and disclosure of data; de-identification of data; minimum necessary access; accounting of disclosures; enrollee's right to amend, access, request restrictions; notice of privacy practices and right to file a complaint;
  - n. Provide an appropriate level of training to its staff and employees regarding HIPAA related policies, procedures, enrollee rights and penalties prior to the HIPAA implementation deadlines and at appropriate intervals thereafter;
  - o. Track training of Contractor staff and employees and maintain signed acknowledgements by staff and employees of the Contractor's HIPAA policies;
  - p. Be allowed to use and receive information from HCFA where necessary for the management and administration of this Contract and to carry out business operations where permitted under the regulations;
  - q. Be permitted to use and disclose PHI for the Contractor's own legal responsibilities;
  - r. Adopt the appropriate procedures and access safeguards to restrict and regulate access to and use by Contractor employees and other persons performing work for the Contractor to have only minimum necessary access to PHI and personally identifiable data within their organization;

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- s. Continue to protect and secure PHI and personally identifiable information relating to enrollees who are deceased; and
- t. Track all security incidents as defined by HIPAA and periodically report such incidents to HCFA in summary fashion.
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- E.18. Information Holders. HCFA and the Contractor are “information holders” as defined in TCA 47-18-2107. In the event of a breach of the security of Contractor’s information system, as defined by TCA 47-18-2107, the Contractor shall indemnify and hold HCFA harmless for expenses and/or damages related to the breach. Such obligations shall include, but not be limited to, mailing notifications to affected enrollees. Substitute notice to written notice, as defined by TCA 47-18-2107(e)(2) and (3), shall only be permitted with HCFA’s express written approval. The Contractor shall notify HCFA’s Privacy Office immediately upon becoming aware of any security incident that would constitute a “breach of the security of the system” as defined in TCA 47-18-2107.
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- E.19. Notification of Breach and Notification of Suspected Breach. - The Contractor shall notify HCFA’s Privacy Office immediately upon becoming aware of any incident, either confirmed or suspected, that represents or may represent unauthorized access, use or disclosure of encrypted or unencrypted computerized data that materially compromises the security, confidentiality, or integrity of enrollee PHI maintained or held by the Contractor, including any unauthorized acquisition of enrollee PHI by an employee or otherwise authorized user of the Contractor’s system. This includes, but is not limited to, loss or suspected loss of remote computing or telework devices such as laptops, PDAs, Blackberrys or other Smartphones, USB drives, thumb drives, flash drives, CDs, and/or disks.
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- E.20. Transmission of Contract Deliverables. All information or data that is necessary for one or more deliverable set forth in this Contract shall be transmitted between HCFA and Contractor via the data transfer method specified in advance by HCFA. This may include, but shall not be limited to, transfer through HCFA’s SFTP system. Failure by the Contractor to transmit information or data that is necessary for a deliverable in the manner specified by HCFA, may, at the option of HCFA, result in liquidated damages as set forth on Contract Attachment 2, hereto.
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- E.21. Social Security Administration (SSA) Required Provisions for Data Security. The Contractor shall comply with limitations on use, treatment, and safeguarding of data under the Privacy Act of 1974 (5U.S.C. 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, related Office of Management and Budget guidelines, the Federal Information Security Management Act of 2002 (44 U.S.C. §3541, *et seq.*), and related National Institute of Standards and Technology guidelines. In addition, the Contractor shall have in place administrative, physical, and technical safeguards for data.
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- a. The Contractor shall not duplicate in a separate file or disseminate, without prior written permission from HCFA, the data governed by the Contract for any purpose other than that set forth in this Contract for the administration of the HCFA program. Should the Contractor propose a redisclosure of said data, the Contractor must specify in writing to HCFA the data the Contractor proposes to redisclose, to whom, and the reasons that justify the redisclosure. HCFA will not give permission for such redisclosure unless the redisclosure is required by law or essential to the administration of the HCFA program.

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- b. The Contractor agrees to abide by all relevant federal laws, restrictions on access, use, and disclosure, and security requirements in this Contract.
- c. The Contractor shall provide a current list of the employees of such contractor with access to SSA data and provide such lists to HCFA.
- d. The Contractor shall restrict access to the data obtained from HCFA to only those authorized employees who need such data to perform their official duties in connection with purposes identified in this Contract. The Contractor shall not further duplicate, disseminate, or disclose such data without obtaining HCFA's prior written approval.
- e. The Contractor shall ensure that its employees:
- (1) properly safeguard PHI/PII furnished by HCFA under this Contract from loss, theft or inadvertent disclosure;
  - (2) understand that they are responsible for safeguarding this information at all times, regardless of whether or not the Contractor employee is at his or her regular duty station;
  - (3) ensure that laptops and other electronic devices/ media containing PHI/PII are encrypted and/or password protected;
  - (4) send emails containing PHI/PII only if encrypted or if to and from addresses that are secure; and,
  - (5) limit disclosure of the information and details relating to a PHI/PII loss only to those with a need to know.
- Contractor employees who access, use, or disclose HCFA or HCFA SSA-supplied data in a manner or purpose not authorized by this Contract may be subject to civil and criminal sanctions pursuant to applicable federal statutes.
- f. Loss or Suspected Loss of Data—If an employee of the Contractor becomes aware of suspected or actual loss of PHI/PII, he or she must immediately contact HCFA immediately upon becoming aware to report the actual or suspected loss. The Contractor will use the Loss Worksheet located at [http://www.tn.gov/assets/entities/tenncare/attachments/phi\\_piiworksheet.pdf](http://www.tn.gov/assets/entities/tenncare/attachments/phi_piiworksheet.pdf) to quickly gather and organize information about the incident. The Contractor must provide HCFA with timely updates as any additional information about the loss of PHI/PII becomes available.
- If the Contractor experiences a loss or breach of said data, HCFA will determine whether or not notice to individuals whose data has been lost or breached shall be provided and the Contractor shall bear any costs associated with the notice or any mitigation.

- 4413 g. HCFA may immediately and unilaterally suspend the data flow under this Contract, or  
 4414 terminate this Contract, if HCFA, in its sole discretion, determines that the Contractor has:  
 4415 (1) made an unauthorized use or disclosure of HCFA SSA-supplied data; or (2) violated or  
 4416 failed to follow the terms and conditions of this Contract.
- 4417
- 4418 h. This Section further carries out Section 1106(a) of the Act (42 U.S.C. 1306), the regulations  
 4419 promulgated pursuant to that section (20 C.F.R. Part 401), the Privacy of 1974 (5 U.S.C.  
 4420 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, related  
 4421 Office of Management and Budget ("OMB") guidelines, the Federal Information Security  
 4422 Management Act of 2002 ("FISMA") (44 U.S.C. 3541 et seq.), and related National Institute  
 4423 of Standards and Technology ("NIST") guidelines, which provide the requirements that the  
 4424 SSA stipulates that the Contractor must follow with regard to use, treatment, and  
 4425 safeguarding data in the event data is exchanged with a federal information system.
- 4426
- 4427 i. Definitions
- 4428
- 4429 (1) "SSA-supplied data" – information, such as an individual's social security number,  
 4430 supplied by the Social Security Administration to HCFA to determine entitlement  
 4431 or eligibility for federally-funded programs (CMPPA between SSA and F&A; IEA  
 4432 between SSA and HCFA).
- 4433
- 4434 (2) "Protected Health Information/Personally Identifiable Information" (PHI/PII)(45  
 4435 C.F.R. 160.103; OMB Circular M-06-19) – Protected health information means  
 4436 individually identifiable health information that is: (i) Transmitted by electronic  
 4437 media; (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any  
 4438 other form or medium.
- 4439
- 4440 (3) "Individually Identifiable Health Information"– information that is a subset of health  
 4441 information, including demographic information collected from an individual, and:  
 4442 (1) Is created or received by a health care provider, health plan, employer, or health  
 4443 care clearinghouse; and (2) relates to the past, present, or future physical or  
 4444 mental health or condition of an individual; the provision of health care to an  
 4445 individual; or the past, present, or future payment for the provision of health care  
 4446 to an individual; and (i) identifies the individual; or (ii) with respect to which there  
 4447 is a reasonable basis to believe the information can be used to identify the  
 4448 individual.
- 4449
- 4450 (4) "Personally Identifiable Information" – any information about an individual  
 4451 maintained by an agency, including, but not limited to, education, financial  
 4452 transactions, medical history, and criminal or employment history and information  
 4453 which can be used to distinguish or trace an individual's identity, such as their  
 4454 name, Social Security Number, date and place of birth, mother's maiden name,  
 4455 biometric records, including any other personal information which can be linked to  
 4456 an individual.
- 4457
- 4458 E.22. Medicaid and CHIP - The Contractor must provide safeguards that restrict the use or disclosure of  
 4459 information concerning applicants and beneficiaries to purposes directly connected with the  
 4460 administration of the plan:

- 4461
- 4462 a. Purposes directly related to the administration of Medicaid and CHIP include:
- 4463 (1) establishing eligibility;
- 4464 (2) determining the amount of medical assistance;
- 4465 (3) providing services for beneficiaries; and,
- 4466 (4) conducting or assisting an investigation, prosecution, or civil or criminal
- 4467 proceeding related to Medicaid or CHIP administration.
- 4468
- 4469 b. The Contractor must have adequate safeguards to assure that:
- 4470 (1) Information is made available only to the extent necessary to assist in the valid
- 4471 administrative purposes of those receiving the information, and information
- 4472 received under 26 USC is exchanged only with parties authorized to receive that
- 4473 information under that section of the Code; and,
- 4474 (2) the information is adequately stored and processed so that it is protected against
- 4475 unauthorized disclosure for other purposes.
- 4476
- 4477 c. The Contractor must have criteria that govern the types of information about applicants
- 4478 and beneficiaries that are safeguarded. This information must include at least--
- 4479 (1) Names and addresses;
- 4480 (2) Medical services provided;
- 4481 (3) Social and economic conditions or circumstances;
- 4482 (4) Contractor evaluation of personal information;
- 4483 (5) Medical data, including diagnosis and past history of disease or disability
- 4484 (6) Any information received for verifying income eligibility and amount of medical
- 4485 assistance payments, including income information received from SSA or the
- 4486 Internal Revenue Service;
- 4487 (7) Any information received for verifying income eligibility and amount of medical
- 4488 assistance payments;
- 4489 (8) Income information received from SSA or the Internal Revenue Service must
- 4490 be safeguarded according to Medicaid and CHIP requirements;
- 4491 (9) Any information received in connection with the identification of legally liable
- 4492 third party resources; and.
- 4493 (10) Social Security Numbers.
- 4494
- 4495 d. The Contractor must have criteria approved by HCFA specifying:
- 4496 (1) the conditions for release and use of information about applicants and
- 4497 beneficiaries;
- 4498 (2) Access to information concerning applicants or beneficiaries must be restricted to
- 4499 persons or Contractor representatives who are subject to standards of
- 4500 confidentiality that are comparable to those of HCFA;
- 4501 (3) The Contractor shall not publish names of applicants or beneficiaries;

- 4502 (4) The Contractor shall obtain permission from a family or individual, whenever  
4503 possible, before responding to a request for information from an outside source,  
4504 unless the information is to be used to verify income, eligibility and the amount of  
4505 medical assistance payment to an authorized individual or entity;
- 4506 (5) If, because of an emergency situation, time does not permit obtaining consent  
4507 before release, the Contractor shall notify HCFA, the family or individual  
4508 immediately after supplying the information.
- 4509 (6) The Contractor's policies must apply to all requests for information from outside  
4510 sources, including governmental bodies, the courts, or law enforcement officials.
- 4511 i. The Contractor shall notify HCFA of any requests for information on  
4512 applicants or beneficiaries by other governmental bodies, the courts or law  
4513 enforcement officials ten (10) days prior to releasing the requested  
4514 information.
- 4515 (7) If a court issues a subpoena for a case record or for any Contractor representative  
4516 to testify concerning an applicant or beneficiary, the Contractor must notify HCFA  
4517 at least ten (10) days prior to the required production date so HCFA may inform  
4518 the court of the applicable statutory provisions, policies, and regulations restricting  
4519 disclosure of information.
- 4520 (8) The Contractor shall not request or release information to other parties to verify  
4521 income, eligibility and the amount of assistance under Medicaid or CHIP, prior to  
4522 express approval from HCFA.
- 4523
- 4524 E.23. Employees Excluded from Medicare, Medicaid or CHIP. The Contractor does hereby attest,  
4525 certify, warrant, and assure that the Contractor shall not knowingly employ, in the performance of  
4526 this Contract, employees who have been excluded from participation in the Medicare, Medicaid,  
4527 and/or CHIP programs pursuant to Sections 1128 of the Social Security  
4528
- 4529 E.24. Offer of Gratuities. By signing this contract, the Contractor signifies that no member of or a delegate  
4530 of Congress, nor any elected or appointed official or employee of the State of Tennessee, the  
4531 federal General Accounting Office, federal Department of Health and Human Services, the Center  
4532 for Medicare and Medicaid Services, or any other state or federal agency has or will benefit  
4533 financially or materially from this Contract. This Contract may be terminated by HCFA as provided  
4534 in Section D.6, if it is determined that gratuities of any kind were offered to or received by any of  
4535 the aforementioned officials or employees from the Contractor, its agent, or employees.  
4536
- 4537 E.25. Internal Revenue Service (IRS) Safeguarding Of Return Information:  
4538
- 4539 a) Performance - In performance of this contract, the contractor agrees to comply with and  
4540 assume responsibility for compliance by his or her employees with the following  
4541 requirements:  
4542
- 4543 (1) This provision shall not apply if information received or delivered by the Parties under  
4544 this Contract is NOT "federal tax returns or return information" as defined by IRS  
4545 Publication 1075 and IRC 6103.
- 4546
- 4547 (2) All work will be done under the supervision of the contractor or the contractor's  
4548 employees. The contractor and the contractor's employees with access to or who

- 4549 use FTI must meet the background check requirements defined in IRS Publication  
4550 1075.
- 4551
- 4552 (3) Any Federal tax returns or return information (hereafter referred to as returns or  
4553 return information) made available in any format shall be used only for the purpose of  
4554 carrying out the provisions of this contract. Information contained in such material will  
4555 be treated as confidential and will not be divulged or made known in any manner to  
4556 any person except as may be necessary in the performance of this contract.  
4557 Disclosure to anyone other than an officer or employee of the contractor will be  
4558 prohibited.
- 4559
- 4560 (4) All returns and return information will be accounted for upon receipt and properly  
4561 stored before, during, and after processing. In addition, all related output will be given  
4562 the same level of protection as required for the source material.
- 4563
- 4564 (5) The contractor certifies that the data processed during the performance of this  
4565 contract will be completely purged from all data storage components of his or her  
4566 computer facility, and no output will be retained by the contractor at the time the work  
4567 is completed. If immediate purging of all data storage components is not possible, the  
4568 contractor certifies that any IRS data remaining in any storage component will be  
4569 safeguarded to prevent unauthorized disclosures.
- 4570
- 4571 (6) Any spoilage or any intermediate hard copy printout that may result during the  
4572 processing of IRS data will be given to the agency or his or her designee. When this  
4573 is not possible, the contractor will be responsible for the destruction of the spoilage or  
4574 any intermediate hard copy printouts, and will provide the agency or his or her  
4575 designee with a statement containing the date of destruction, description of material  
4576 destroyed, and the method used.
- 4577
- 4578 (7) All computer systems receiving, processing, storing, or transmitting Federal tax  
4579 information must meet the requirements defined in IRS Publication 1075. To meet  
4580 functional and assurance requirements, the security features of the environment must  
4581 provide for the managerial, operational, and technical controls. All security features  
4582 must be available and activated to protect against unauthorized use of and access to  
4583 Federal tax information.
- 4584
- 4585 (8) No work involving Federal tax information furnished under this contract will be  
4586 subcontracted without prior written approval of the IRS.
- 4587
- 4588 (9) The contractor will maintain a list of employees authorized access. Such list will be  
4589 provided to the agency and, upon request, to the IRS reviewing office.
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- 4591 (10) The agency will have the right to void the contract if the contractor fails to provide the  
4592 safeguards described above.
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- 4594 b) Criminal/Civil Sanctions

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- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
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- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
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- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
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- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial

4648 certification and annually thereafter must also cover the incident response policy and  
 4649 procedure for reporting unauthorized disclosures and data breaches. (See Section  
 4650 10) For both the initial certification and the annual certification, the contractor should  
 4651 sign, either with ink or electronic signature, a confidentiality statement certifying their  
 4652 understanding of the security requirements.

4653

4654 Inspection - The IRS and the Agency shall have the right to send its officers and employees into  
 4655 the offices and plants of the contractor for inspection of the facilities and operations provided for  
 4656 the performance of any work under this contract. On the basis of such inspection, specific  
 4657 measures may be required in cases where the contractor is found to be noncompliant with  
 4658 contract safe.

4659

4660 E.26. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable  
 4661 business efforts to exceed the commitment to diversity represented by the Contractor's Response  
 4662 to RFQ 32101-15557 (Attachment B, Section B.15) and resulting in this Contract.

4663

4664 The Contractor shall assist the State in monitoring the Contractor's performance of this  
 4665 commitment by providing, as requested, a quarterly report of participation in the performance of  
 4666 this Contract by small business enterprises and businesses owned by minorities, women, and  
 4667 Tennessee service-disabled veterans. Such reports shall be provided to the State of Tennessee  
 4668 Governor's Office of Diversity Business Enterprise in the required form and substance.

4669

4670 E.27. Nondiscrimination Compliance Requirements. The Contractor shall comply with all applicable  
 4671 federal and state civil rights laws, regulations, rules, and policies and Contract Section D.9 of this  
 4672 Contract.

4673

4674 a. On an annual basis, the Contractor's staff and subcontractors assigned to  
 4675 perform duties under the terms of this Contract shall receive nondiscrimination  
 4676 training. The Contractor shall be able to show documented proof that the training  
 4677 was made available to the Contractor's staff and to its subcontractors that are  
 4678 considered to be performing duties under this contract.

4679

4680 b. The Contractor shall keep such records as may be necessary in order to submit  
 4681 timely, complete and accurate compliance reports that may be requested by the  
 4682 U.S. Department of Health and Human Services ("HHS"), U.S. Department of  
 4683 Justice ("DOJ"), HCFA, or their designees. If requested, the information shall be  
 4684 provided in a format and timeframe specified by HHS, DOJ, HCFA. The  
 4685 requested information may be necessary to enable HHS, HCFA to ascertain  
 4686 whether the Contractor is complying with the applicable civil rights laws.

4687

4688 c. The Contractor shall permit access as set forth in the applicable civil rights laws  
 4689 to HHS, DOJ, HCFA, or their designees during normal business hours to such of  
 4690 its books, records, accounts, and other sources of information, and its facilities as  
 4691 may be pertinent to ascertain whether the Contractor is complying with the  
 4692 applicable civil rights laws.

4693

4694 d. Should a discrimination complaint be filed by a HCFA staff member or contractor  
 4695 alleging an incident claimed to be caused by either the Contractor's staff or one  
 4696 of its subcontractors who are considered to be performing duties under this  
 4697 contract, the Contractor shall work with HCFA to investigate and resolve the

- 4698 allegation. HCFA reserves the right to determine the complaint resolution and  
 4699 corrective action.  
 4700  
 4701 e. Electronic and Information Technology Accessibility Requirements. The  
 4702 Contractor agrees to comply with the electronic and information technology  
 4703 accessibility requirements under the federal civil rights laws including Section  
 4704 504 and Section 508 of the Rehabilitation Act of 1973 ("Section 508") and the  
 4705 Americans with Disabilities Act. To comply with these accessibility requirements  
 4706 for Web content and non-Web electronic documents and software, the Contractor  
 4707 shall use W3C's Web Content Accessibility Guidelines ("WCAG") 2.0 AA (For the  
 4708 W3C's guidelines see: <http://www.w3.org/TR/WCAG20/>) (Two core linked  
 4709 resources are Understanding WCAG 2.0  
 4710 <http://www.w3.org/TR/UNDERSTANDING-WCAG20/> and Techniques for  
 4711 WCAG 2.0 <http://www.w3.org/TR/WCAG20-TECHS/>).  
 4712  
 4713 (1) Should the Contractor have a designated staff member responsible for  
 4714 Contractor's electronic and information technology accessibility  
 4715 compliance, the name and contact information for this individual shall be  
 4716 provided to HCFA within ten (10) days of the implementation of this  
 4717 Contract and within ten (10) days of this position being reassigned to  
 4718 another staff member.  
 4719  
 4720 (2) Prior to the start of this Contract and on an annual basis thereafter, the  
 4721 Contractor's staff that is designated to work on HCFA's electronic and  
 4722 information technology projects shall receive training on electronic and  
 4723 information technology accessibility requirements. The Contractor shall  
 4724 be able to show documented proof that this training was provided. In  
 4725 addition, Contractor shall provide a copy of its electronic and information  
 4726 technology accessibility training to HCFA upon request.  
 4727  
 4728 (3) Contractor agrees to perform regularly scheduled (i.e., automatic) scans  
 4729 and manual testing for WCAG 2.0 AA compliance for all user content and  
 4730 applications in order to meet the standards for compliance. The  
 4731 Contractor must ensure that any system additions, updates, changes or  
 4732 modifications comply with WCAG 2.0 AA. Commercial Off-the-shelf  
 4733 ("COTS") products may be used to verify aspects of WCAG 2.0 AA  
 4734 compliance.  
 4735  
 4736 (4) Additionally, the Contractor agrees to comply with Title VI of the Civil  
 4737 Rights Act of 1964. In order to achieve Title VI compliance the Contractor  
 4738 should add a system function that allows users to translate the content  
 4739 into a language other than English. This requirement may be satisfied by  
 4740 the provision of a link to Google translate or other machine translate tool.  
 4741  
 4742

**IN WITNESS WHEREOF,**

**CONTRACTOR LEGAL ENTITY NAME:**

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**CONTRACTOR SIGNATURE**

**DATE**

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**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**STATE AGENCY NAME:**

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**NAME & TITLE**

**DATE**

4743

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## ATTACHMENT 1

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

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

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

---

**CONTRACTOR SIGNATURE**

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

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**PRINTED NAME AND TITLE OF SIGNATORY**


---

**DATE OF ATTESTATION**

4744

**ATTACHMENT 2**

4745 **Attachment 2: Liquidated Damages (Required: Pro Forma Contract Attachment 2)**

4746 This section to be elaborated in final version of RFQ.

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**ATTACHMENT 3**4748 **Attachment 3: Deliverable Table**

Name	Title	One Time	Updated Per Release	Routine	Complexity
<b>Deliverable 1</b>	Concept of Operations		X		Standard
<b>Deliverable 2</b>	Project Management Plan		X		High
	Scope Management Plan	X			
	Schedule Management Plan	X			
	Communication Management Plan	X			
	Quality Management Plan	X			
	Risk/Issue Management Plan	X			
	Change Management Plan	X			
	Configuration Management Plan	X			
	Performance Management Plan	X			
	Human Resources Plan	X			
	Financial Management Plan	X			
<b>Deliverable 3</b>	Financial Status Report			X	Standard
<b>Deliverable 4</b>	Risk Register			X	Standard
<b>Deliverable 5</b>	Work Breakdown Structure (WBS)		X		Standard
<b>Deliverable 6</b>	Baselined Work Plan and Schedule		X	X	Standard
<b>Deliverable 7</b>	Performance Measures		X		Standard
<b>Deliverable 8</b>	Status Reporting			X	Standard
<b>Deliverable 9</b>	Requirements Management Plan	X			Standard
<b>Deliverable 10</b>	Business Rules Management Plan		X		Standard
<b>Deliverable 11</b>	Design Management Plan		X		Standard
<b>Deliverable 12</b>	Test Management Plan		X		Standard
<b>Deliverable 13</b>	Implementation and Deployment Plan		X		Standard
<b>Deliverable 14</b>	Data Conversion and Synchronization Plan		X		Standard
<b>Deliverable 15</b>	System Security Plan		X		High
<b>Deliverable 16</b>	Disaster Recovery and Business Continuity Plan		X		Standard

Name	Title	One Time	Updated Per Release	Routine	Complexity
<b>Deliverable 17</b>	Capacity Plan		X		Standard
<b>Deliverable 18</b>	Requirements Methodology and Template	X			Standard
<b>Deliverable 19</b>	Detailed Requirements Traceability Matrix		X		High
<b>Deliverable 20</b>	System Architecture Design Document		X		High
<b>Deliverable 21</b>	Interface Control Document(s)		X		High
<b>Deliverable 22</b>	Database Design Document		X		High
<b>Deliverable 23</b>	Data Management Plan		X		Standard
<b>Deliverable 24</b>	Data Dictionary		X		High
<b>Deliverable 25</b>	SOA Models		X		High
<b>Deliverable 26</b>	Functional Design Document (Including Use Cases)		X		High
<b>Deliverable 27</b>	Technical Design Document		X		High
<b>Deliverable 28</b>	System Configuration Document		X		High
<b>Deliverable 29</b>	System Testing Test Results		X		Standard
<b>Deliverable 30</b>	Automated Code Review Results		X		Standard
<b>Deliverable 31</b>	System Readiness Certification for UAT		X		Standard
<b>Deliverable 32</b>	Site Readiness Reports		X		Standard
<b>Deliverable 33</b>	Formal Acceptance Testing Report		X		Standard
	Performance Test Results		X		
	System Runbook and Troubleshooting Guide		X		
	System and Operational Readiness Checklist		X		
	Data Conversion Report		X		
<b>Deliverable 34</b>	Service Level Agreements (SLAs) / Memorandum of Understandings (MOUs)		X		Moderate
<b>Deliverable 35</b>	Privacy Impact Assessment		X		Moderate
<b>Deliverable 36</b>	Information Security Risk Assessment		X		Moderate
<b>Deliverable 37</b>	Data Use/ Data Exchange/ Interconnection Security Agreements		X		Moderate
<b>Deliverable 38</b>	IRS Safeguards Procedures Report (SPR)		X	X	Moderate
<b>Deliverable 39</b>	ACA System Security Plan Workbook		X		Moderate
<b>Deliverable 40</b>	CMS Catalog of Minimum Security Controls		X		Moderate
<b>Deliverable 41</b>	ACA System Security Plan Template		X		Moderate

Name	Title	One Time	Updated Per Release	Routine	Complexity
<b>Deliverable 42</b>	Contingency / Recovery Plan		X		Standard
<b>Deliverable 43</b>	Pilot Plan		X		Standard
<b>Deliverable 44</b>	System Pilot Evaluation Report		X		Standard
<b>Deliverable 45</b>	System Operations Documentation		X		Standard
<b>Deliverable 46</b>	System Maintenance, Support and System Transition Plan		X		Standard
<b>Deliverable 47</b>	Infrastructure, System Source Code and Documentation		X		Standard
<b>Deliverable 48</b>	Updated System Source Code and Documentation		X		Standard
<b>Deliverable 49</b>	Infrastructure Services Deployment Report		X		Standard
<b>Deliverable 50</b>	SLA, System Performance, System QA Reports			X	Standard
<b>Deliverable 51</b>	System Incident and Corrective Maintenance Reports			X	Standard
<b>Deliverable 52</b>	Monthly Operation Report			X	Standard
<b>Deliverable 53</b>	Plan of Action and Milestones (POA&M)		X	X	Standard
<b>Deliverable 54</b>	Authority to Operate (ATO)		X		Standard
<b>Deliverable 55</b>	Annual Operational Readiness Report		X		standard
<b>Deliverable 56</b>	Warranty Completion Report	X			Standard
<b>Deliverable 57</b>	Federal Gate Review Packages			X	Standard

4749

**ATTACHMENT 4**

4750 **Attachment 4: List of Notices**

4751 This section to be elaborated in final version of RFQ

4752

4753 **Attachment 5: Diversity Attachment**

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4754            **ATTACHMENT H: PROPOSER'S LIBRARY**

4755    5.7    **This section to be elaborated in final version of RFQ.**

Draft

4756        **ATTACHMENT I: HIPAA BUSINESS ASSOCIATE AGREEMENT**

4757    **5.8    This section to be elaborated in final version of RFQ.**

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## 4762 ATTACHMENT J: ADDITIONAL SECURITY AND PRIVACY INFORMATION

### 4763 5.9 Data Classification Overview

4764 5.9.1 The security and privacy controls that apply to information assets, in principal, are commensurate  
 4765 with the potential impact on information assets, organizational operations, or individuals should  
 4766 there be a compromise of confidentiality, integrity, or availability of the information. Federal and  
 4767 State regulations and policy define specific classifications of data that require specific levels of  
 4768 control. In some instances, such as Federal Tax Information (FTI), the source of the data is a  
 4769 factor in determining the security and privacy controls that apply to data elements. Security and  
 4770 privacy controls include, but are not limited to the following:

4771 5.9.1.1 Role based access

4772 5.9.1.2 Data ownership / authorization rights

4773 5.9.1.3 Multi-factor Authentication (MFA) - when a third party accesses sensitive information  
 4774 about another person

4775 5.9.1.4 Encryption of information in transit

4776 5.9.1.5 Encryption of information at rest

4777 5.9.1.6 Data masking / synthetic data requirements

4778 5.9.1.7 Secure file transfers

4779 5.9.1.8 Masking of data elements on displays or reports (for example, replacing all but the last  
 4780 four digits of a key person identifier such as a Social Security Number)

4781 5.9.1.9 Recording an audit trail of who accesses what specific sensitive data and when

4782 5.9.1.10 Training

4783 5.9.2 Classification of the data, with respect to sensitivity of content and source governance, drives the  
 4784 security and privacy controls for the data. This is a key activity that must be completed to the  
 4785 approval of The State Chief Security Officer (CSO), Chief Privacy Officer (CPO) and other  
 4786 stakeholders at project initiation. This classification serves as the foundation for security activities  
 4787 throughout the SDLC

### 4788 5.10 Regulatory Compliance

4789 5.10.1 Once established, no security provisions for firewalls, client and server computers, and user  
 4790 profiles and controls shall be modified without written State approval.

### 4791 5.11 Security Controls

4792 5.11.1 CMS has assembled a document suite of guidance, requirements, and templates known as the  
 4793 Minimum Acceptable Risk Standards for Exchanges (MARS-E). Additionally, the MARS-E  
 4794 document suite contains implementation standards for key security and privacy controls  
 4795 consistent with the updated specifications of privacy and security requirements contained in

4796 Department of Health and Human Services (DHHS) ACA Regulations (45 CFR §§155.260 and  
4797 155.280) and other State and Federal Regulations and policies

## 4798 **5.12 SDLC-related Security Requirements**

- 4799 5.12.1 To be most effective, security must be integrated throughout an SDLC from inception, through  
4800 development, onto operations and maintenance (O&M) and finally disposition. The SDLC builds  
4801 security into the systems development process from procurement through hand off to O&M  
4802 phases of a project
- 4803 5.12.2 Integration of security into an SDLC enables The State to maximize return on investment and  
4804 ensure that certification and accreditation requirements are accomplished, through the following:
- 4805 5.12.2.1 Early identification and mitigation of security vulnerabilities and misconfigurations,  
4806 resulting in lower cost of security control and implementation and vulnerability mitigation.
- 4807 5.12.2.2 Awareness of potential engineering challenges caused by mandatory security controls.
- 4808 5.12.2.3 Identification of shared security services and reuse of security strategies and tools to  
4809 reduce development cost and schedule while improving security posture through proven  
4810 methods and techniques.
- 4811 5.12.2.4 Facilitation of informed executive decision making through comprehensive risk  
4812 management in a timely manner
- 4813 5.12.3 The Project Process Agreement (PPA) is a written agreement between the key stakeholders  
4814 within HCFA that establishes a common understanding of which stage gate reviews will be  
4815 conducted for the project, which artifacts are appropriate, and which tests are necessary based  
4816 on the project's complexity level as determined by the Project Manager/business owner. The PPA  
4817 contains the list of stage gate reviews with key stakeholders identified, their associated artifacts, a  
4818 list of tests, and a signature sheet. The SDLC methodology contains a baseline PPA.

## 4819 **5.13 Risk Management Framework**

- 4820 5.13.1 The State of Tennessee requires that a Risk Management Framework (RMF) be employed to  
4821 inform, advise and manage the activities of security categorization (as defined in the federal  
4822 publication FIPS 199), security control selection and implementation, security control  
4823 assessment, information system authorization (Authority to Operate – ATO) Authority to Connect  
4824 (ATC), and security control monitoring
- 4825 5.13.2 The State must approve the RMF and it must meet leading practices associated with effective  
4826 implementation, management and maintenance of the NIST Risk Management Framework

## 4827 **5.14 Security and Privacy Management Tools**

- 4828 5.14.1 The table below contains the security and privacy management tools that the State requires to  
4829 manage security and privacy in compliance with Federal and State regulation and policies. The  
4830 State requires the SI to provide the expertise to utilize these tools effectively throughout the  
4831 SDLC for the project.

4832

Tool / Service Category	Tool(s)	Owner	Contractor Required to: (Integrate/ Propose Solution)
Database security monitoring and compliance reporting	IBM Guardium	HCFA	Integrate

Tool / Service Category	Tool(s)	Owner	Contractor Required to: (Integrate/ Propose Solution)
<b>Vulnerability Scan</b>	Nessus	STS	Integrate
<b>Security Information and Event Management (SIEM)</b>	Qradar	STS	Integrate
<b>Static code checking</b>	Fortify	HCFA – (the Contractor may need to buy licenses, quote separately)	Propose Solution or Integrate
<b>Log Server</b>	SysLog Server	HCFA	Propose Solution or Integrate
<b>File Integrity checker</b>	AIDE	HCFA	Propose Solution or Integrate
<b>Virus Scan</b>	Symantec Endpoint Protection (Windows) / CLAM AV (Linux)	HCFA	Integrate SEP for Windows, Propose Solution on Linux
<b>Compliance and Information Security Program Management</b>	Lockpath Keylight	HCFA	Integrate
<b>Identity and Access Management</b>	Oracle IAM	HCFA – (future integration plan required, if the Contractor selects different tool in interim)	Propose Solution or Integrate
<b>System Monitoring</b>	Sitescope	STS	Propose Solution or Integrate
<b>Application Scanning</b>	3rd Party (may set up NetSparker server)	HCFA	N/A

4833 **5.15 Referenced Document Summary**

4834 5.15.1 This section provides a representative list of documents that the Contractor should review in  
 4835 preparation for the writing the response to the Security and Privacy Section of the RFQ. The  
 4836 Contractor is encouraged to review other materials within the Proposer's Library and materials  
 4837 from other sources cited by these documents.

4838

Document Name	Description
<b>Project Process Agreement</b>	This is the baseline version of the document which defines the artifacts required at each review junctions and gate reviews. The document includes a Responsible, Accountable, Consulted and Informed (RACI) charts that specify the roles of the stakeholders in

Document Name	Description
	the preparation, review, and approval of the artifacts. It also provides an indication as to whether the document is a Preliminary, Updated, Baseline, or Final version at each phase. It also provides direction to a template for each artifact which provides guidance on the content expected for that artifact.
<b>STS Processes and SLAs</b>	This document set provides an overview of the STS organization, staff, services, facilities, capabilities, the role it will have on the project, processes, procedures, and standards.
<b>HCFA Processes and SLAs</b>	This document defines HCFA processes for services, approvals and other tasks HCFA resources may perform on behalf of the project. The document defines turnaround times and service level agreements for each particular service.
<b>MARS-E 2.0 Document Suite</b>	Version 2.0 of the MARS-E document suite consists of four companion documents: <ul style="list-style-type: none"> <li>• Volume I: Harmonized Security and Privacy Framework, Version 2.0</li> <li>• Volume II: Minimum Acceptable Risk Standards for Exchanges, Version 2.0</li> <li>• Volume III: Catalog of Minimum Acceptable Risk Security and Privacy Controls for Exchanges, Version 2.0</li> <li>• Volume IV: ACA Administering Entity System Security Plan, Version 2.0</li> </ul>
<b>State Policy Documents</b>	HCFA Security policies are in the process of being upgraded to newly published MARS-E 2.0 guidelines. MARS-E 2.0 should be used as primary guidance for any conflicting policy. Individual standards may be subject to additional consideration for risk acceptance or mitigating controls as determined by HCFA CSO and federal acceptance.
<b>ISA Agreement Template</b>	Interconnected Systems Agreement

4839

4840 **ATTACHMENT K: DATA SOURCES INFORMATION**4841 **5.16 Data Sources**

4842 5.16.1 The migration of legacy State Eligibility data includes, but is not be limited to, the data sources  
4843 listed below.

4844 5.16.1.1 Interchange - MMIS Interchange database that contains Medicaid Member case and  
4845 claims information for Members that are currently enrolled in Medicaid for the State of  
4846 Tennessee. It also contains historic case and claims information for past Members that  
4847 are no longer enrolled. There are currently more than 1.3 million active Medicaid  
4848 Members in Interchange. While InterChange is not an Eligibility Determination system  
4849 and does not contain data concerning the factors that are used to determine Eligibility,  
4850 it does serve as the authoritative source of which Members are currently eligible and  
4851 active Medicaid beneficiaries. ACCENT – Mainframe IMS / DB2

4852 5.16.1.2 CHIP Data – AHS vendor data

4853 5.16.1.3 Eligibility Operation Group (EOG) – Existing databases that contain eligibility data

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4856 **ATTACHMENT L: ADDITIONAL SDLC AND OPERATIONS AND MAINTENANCE**  
 4857 **INFORMATION**

4858 **5.17 Introduction**

4859 5.17.1 The Information Technology capabilities outlined below are the foundation for what the Contractor  
 4860 shall be required to deliver throughout the Solution Development Lifecycle (SDLC) of the  
 4861 program. These requirements are the source for which the Contractor shall base their strategy,  
 4862 approach, and staffing plans on for the design, development, and implementation (DDI) and  
 4863 operations and maintenance of the system.

4864 **5.18 Stakeholder Analysis & Management**

4865 5.18.1 Stakeholder Management and Analysis is used to identify the project's key stakeholders and their  
 4866 roles and responsibilities within the project, provide an analysis of their interests in and attitude  
 4867 towards the effort, and manage stakeholder participation to secure positive support for the  
 4868 project. The Stakeholder Analysis and Management capability identifies the impacted groups or  
 4869 individuals and their needed level of commitment and establishes detailed engagement plans for  
 4870 impacted stakeholders to ensure project success. The Stakeholder Analysis and Management  
 4871 Plan will define the approach to identifying, analyzing, recording, and maintaining the  
 4872 stakeholders for each Program project in a Program Stakeholder Register.

4873 5.18.2 Achieving insight early enables active Stakeholder Management to achieve sustainable  
 4874 commitment, using a range of interventions to explore barriers, build commitment and trust,  
 4875 leverage stakeholders' organizational influence, and establish change agent networks, as  
 4876 needed.

4877 **5.19 Business Analysis Management**

4878 5.19.1 Business Analysis Management is the practice of reviewing business processes or solutions and  
 4879 determining the business needs in relation to such process or solution. The Business Analyst is  
 4880 the practitioner tasked with performing business analysis, and serves as the liaison between the  
 4881 business owners, solution development teams and testing teams, filling the role as an advocate  
 4882 for the correct interpretation and application of requirements through the solution lifecycle and  
 4883 providing oversight to the accuracy and completeness of the Requirements Traceability Matrix.  
 4884 As part of reviewing processes and solutions, the Business Analyst will take a holistic view of the  
 4885 process or solution, identify areas for improvement, and document the requirements needed for  
 4886 improving such process or solution.

4887 **5.20 Business Process Management**

4888 5.20.1 Business Process Management (BPM) is a systematic approach to controlling the business  
 4889 processes in an organization, with the goal of making the organization's workflow more effective,  
 4890 more efficient and more capable of adapting to changes and opportunities in the environment.  
 4891 BPM may involve any combination of modelling, automation, execution, control, measurement  
 4892 and optimization of business activity flows, in support of enterprise goals, spanning systems,  
 4893 employees, customers and partners within and beyond the enterprise boundaries. It includes

4894 activities to assess, change, and monitor business processes to support improved organizational  
4895 performance and service delivery quality and efficiency.

## 4896 **5.21 Business Rules Management**

4897 5.21.1 Business Rules Management is the discipline that includes processes and standards for  
4898 identifying, analyzing, documenting, and managing business rules, which are constraints,  
4899 conditions, or directives used to determine an appropriate business action.

## 4900 **5.22 Requirements Management**

4901 5.22.1 Requirements Management is the process of collecting, analyzing, refining, and prioritizing  
4902 solution requirements and planning for their delivery. By tracking solution requirements from  
4903 identification of the business need through deployment of the associated functionality,  
4904 requirements management helps to ensure that customer and stakeholder needs are defined,  
4905 documented, and addressed through the solution lifecycle.

## 4906 **5.23 Test Management**

4907 5.23.1 The Test Management capability validates that the solution has met the business requirements  
4908 as well as the technical design specifications. Testing must be comprehensive of all elements of  
4909 the solution, including development, integration, security, performance and accessibility. Effective  
4910 testing must include documentation for test case execution, pass/fail determination for expected  
4911 results, as well as screen print verification of test execution and result determination cross  
4912 referenced to the requirement traceability matrix.

## 4913 **5.24 Interface / Integration Management**

4914 5.24.1 Interface and Integration Management addresses the need for information sharing across  
4915 systems and organizations. Given the criticality of information from multiple sources as part of the  
4916 eligibility determination, the Contractor shall be responsible for developing, executing and  
4917 managing a secure and highly available Interface and Integration Management Plan that aligns  
4918 with State and Federal regulations and standards, industry leading standards and the CMS  
4919 Seven Conditions and Standards.

## 4920 **5.25 Integrated System Implementation Management**

4921 5.25.1 Integrated System Implementation Management occurs prior to and during implementation  
4922 activities to ensure a successful transition from the State's Eligibility as-is state, to its to-be state.  
4923 Depending on the rollout approach, the complexity may vary but it is essential that the Contractor  
4924 has a Management Plan in place for a seamless transition. Integrated System Implementation  
4925 Management will impact business, technical, governance and project management stakeholders.

## 4926 **5.26 Post Implementation Evaluation**

4927 5.26.1 Post Implementation Evaluation involves assessing the effectiveness of a specified solution  
4928 deployment with respect to the original goals of the business, helping to identify future solution  
4929 opportunities. A Post Implementation Review (PIR) should be performed at a predetermined time  
4930 post go-live, and shall include participation from all stakeholders relevant to the project.

4931 5.26.2 Post implementation evaluation activities have the ability to realign current solution and business  
4932 needs, and strategically prioritize them with respect to the current production environment. The  
4933 evaluation will assist the State in determining whether the solution deployment met project and

4934 State expectations in terms of functionality, operational performance, costs vs. benefits  
4935 realization, and solution development life-cycle effectiveness.

#### 4936 **5.27 Continuous Improvement Process (CIP)**

4937 5.27.1 Continuous improvement process focuses on increasing the efficiency, maximizing the  
4938 effectiveness and optimizing the performance of EMP related services and the supporting IT  
4939 service management processes. A mature, reliable and consistent CIP ensures that improvement  
4940 opportunities are identified and addressed throughout the entire lifecycle of each service.

4941 5.27.2 The primary purpose of the CIP is to continually align and re-align IT services to the State's  
4942 changing needs by identifying and implementing improvements to IT services that support EMP  
4943 processes.

#### 4944 **5.28 Service Level Management**

4945 5.28.1 Service level management ensures that an agreed level of IT service is provided for all current IT  
4946 services, and that future services are delivered to agreed achievable targets.

#### 4947 **5.29 Service Portfolio and Service Catalogue Management**

4948 5.29.1 The purpose of a service portfolio is to manage and describe the portfolio IT services in terms of  
4949 business value and articulated business needs. The service catalogue is a key component of the  
4950 service portfolio, which functions as the single source of accurate and consistent information  
4951 regarding IT services. It also validates that this information is widely available to those who are  
4952 authorized to access it.

#### 4953 **5.30 Technology Capacity and Performance Management**

4954 5.30.1 Technology capacity and performance management is the discipline of provisioning  
4955 organizational IT resources (e.g., infrastructure storage) and services relative to business  
4956 demands, to achieve satisfactory service levels in a cost efficient and timely manner. The  
4957 objective of this capability is to have zero capacity and performance related incidents.

#### 4958 **5.31 Availability Management**

4959 5.31.1 Availability management is the discipline of ensuring that the level of service availability delivered  
4960 in all services is matched to or exceeds the current and future agreed needs of the business, in a  
4961 cost-effective manner.

#### 4962 **5.32 Business Continuity / Disaster Recovery (BC / DR)**

4963 5.32.1 BC / DR is the discipline that ensures that the organization can resume its business and IT  
4964 operations efficiently and effectively in the event of disaster. IT Service Continuity Management  
4965 rationalizes the businesses capability and maturity, and provides the organization a rigorous  
4966 process-oriented approach towards Business Continuity. The purpose is to design, develop, and  
4967 implement IT Service Continuity Management; both as an organizational capability and as a  
4968 strategic asset.

#### 4969 **5.33 Service Transition Planning and Support**

4970 5.33.1 Service transition planning and support focuses on coordinating the activities and resources  
4971 required to efficiently move new services into production. In order for new services to be moved  
4972 into production in an effective manner, all personnel and technical resources/constraints must be  
4973 considered.

#### 4974 **5.34 IT Change Management**

4975 5.34.1 IT change management will ensure that IT releases and changes related to a product or system  
4976 are introduced in a controlled and coordinated manner. It ensures the proper controls are in place

- 4977 to limit disruption to the production environment. The change/release management capability  
4978 shall include well defined processes for continuous improvement.
- 4979 **5.35 Configuration Management**
- 4980 5.35.1 Configuration management defines and controls the components of services and infrastructure,  
4981 and maintains accurate configuration information on the historical, planned and current state of  
4982 the services and infrastructure.
- 4983 **5.36 Release and Deployment Management**
- 4984 5.36.1 Release and deployment management controls the plan with the approval of the Project Steering  
4985 Committee, schedule, build, test, and ultimately controls the movement of releases into test and  
4986 production environments. Movement of a release into the State's UAT environment and  
4987 production environment requires approval of the State's Technical Change Control Board.  
4988 Release and deployment management also ensures that the integrity of the production  
4989 environment is protected and that the correct components are released.
- 4990 **5.37 Asset Management**
- 4991 5.37.1 Asset management Identifies, classifies and tracks all software and hardware assets throughout  
4992 their lifecycle from acquisition through disposal; includes licensing.
- 4993 **5.38 Event Management**
- 4994 5.38.1 Event management consists of the detection, diagnosis, and determination of corrective action for  
4995 events (A change of state that has significance for the management of an IT service or other  
4996 configuration item).
- 4997 **5.39 Incident Management**
- 4998 5.39.1 Incident management consists of the processes to detect, diagnose, and determine the corrective  
4999 action for incidents (An unplanned interruption to an IT service or reduction in the quality of an IT  
5000 service).
- 5001 **5.40 Problem Management**
- 5002 5.40.1 Problem management is the process responsible for managing the lifecycle of all problems (the  
5003 cause of one or more incidents). Problem management proactively prevents incidents from  
5004 happening and minimizes the impact of incidents that cannot be prevented.
- 5005 **5.41 Request Management**
- 5006 5.41.1 Request management is the process for handling the lifecycle of service requests from users.
- 5007 **5.42 Technology Operations**
- 5008 5.42.1 Technology operations is the discipline of designing, testing, operating and improving technology  
5009 operations, as well as in developing the skills required to operate the IT infrastructure.
- 5010
- 5011
- 5012
- 5013

5014 **ATTACHMENT M: DETAILED CURRENT STATE, FUTURE STATE, AND ROADMAP**  
 5015 **INFORMATION**

5016 **5.43 Current State Overview**

5017 5.43.1 The State of Tennessee Department of Finance and Administration, Division of Health Care  
 5018 Finance and Administration (HCFA), hereinafter referred to as the "State" or "HCFA", operates  
 5019 the federal Medicaid program in Tennessee known as "TennCare" through its Bureau of  
 5020 TennCare (Bureau), pursuant to Waivers granted by the federal Centers for Medicare and  
 5021 Medicaid Services (CMS). HCFA also operates the federal Children's Health Insurance  
 5022 Program (CHIP) in Tennessee known as "CoverKids" (collectively referred to herein as  
 5023 "CoverKids" or "CHIP"). Eligibility determination and related responsibilities for TennCare and  
 5024 CoverKids are handled through a combination of State staff and State contractors.

5025 5.43.2 Tennessee is modernizing and streamlining the eligibility determination and appeals  
 5026 processes for all health coverage programs administered by the State. The current system is  
 5027 disjointed, resource intensive, burdened by inefficient manual interventions, and difficult for  
 5028 workers to navigate. Tennessee does not have a single system which determines eligibility for  
 5029 all Medicaid and CHIP categories. Rather, it relies on multiple entities, systems and manual  
 5030 processes to adjudicate applications. As a "determination" state, Tennessee relies on the FFM  
 5031 to determine MAGI-based eligibility for Medicaid and CHIP. The State adjudicates eligibility for  
 5032 all non-MAGI eligibility categories (e.g., services for individuals needing long term services  
 5033 and supports).

5034 5.43.3 The lack of integration of the current information technology environment adversely affects the  
 5035 business processes and operations. Various bridge systems and standalone micro-systems  
 5036 have been developed over time due to limitations of the mainframe platform and the need to  
 5037 provide functionality for workers to meet statutory and regulatory requirements. The IT  
 5038 environment operates in silos across HCFA and is supported by numerous vendors and  
 5039 technologies. This results in increased workload for staff serving applicants and members.

5040 5.43.4 In December 2012, The State of Tennessee awarded a contract to provide and operate a new  
 5041 web based system to meet the requirements of The Patient Protection and Affordable Care  
 5042 Act (ACA) and determine eligibility for Medicaid and Children's Health Insurance Program  
 5043 benefits. For this project, called the Tennessee Eligibility Determination System (TEDS), the  
 5044 solution was intended to leverage a product which had been implemented in another state, in  
 5045 order to accelerate the implementation of TEDS. The project faced persistent schedule,  
 5046 quality, and resource challenges and was canceled prior to implementation.

5047 5.43.5 HCFA is undertaking a large-scale Medicaid Modernization Program (MMP or Program) to  
 5048 modernize its eligibility system and programs. The MMP includes (a) information technology  
 5049 (IT) systems relating to TennCare and CoverKids (including the Medicaid Management  
 5050 Information System (MMIS)), and (b) the TennCare and CoverKids eligibility determination  
 5051 processes. The Tennessee Eligibility Modernization Project (EMP) represents the State's  
 5052 highest priority in the MMP Program. Major features of the EMP include a rules-based  
 5053 decision engine, enabling eligibility determinations that are fully compliant with the (ACA),  
 5054 CMS requirements and all applicable State and Federal regulations. The new system shall be  
 5055 able to interface with the Federal HUB in order to perform verifications and make real-time  
 5056 TennCare and CHIP eligibility determinations.

5057 5.43.6 The current system is operated by the Tennessee Department of Human Services' (DHS)  
 5058 Automated Client Certification and Eligibility Network for Tennessee (ACCENT). ACCENT is  
 5059 used, in part, to determine Medicaid eligibility. Significant customization of this system has  
 5060 been required to meet Tennessee's requirements. ACCENT is an integrated system that was  
 5061 built on legacy mainframe technologies. It supports eligibility processing for Temporary  
 5062 Assistance for Needy Families (TANF), the Supplemental Nutrition Assistance Program

- 5063 (SNAP), and Medicaid. ACCENT is unable to meet the requirements of the ACA, both from  
5064 business and technology requirements perspectives.
- 5065 5.43.7 HCFA's approach to modernization is to:
- 5066 5.43.7.1 Discontinue use of ACCENT for eligibility determination for Non-MAGI Medicaid  
5067 programs;
- 5068 5.43.7.2 Transition from a "determination" State to an "assessment" State for MAGI-based  
5069 eligibility; and
- 5070 5.43.7.3 Establish a single system to determine eligibility for all State-administered health  
5071 coverage programs.
- 5072 5.43.8 As part of HCFA's eligibility modernization efforts, the following systems will require either  
5073 modification or replacement:
- 5074 5.43.8.1 Replace existing legacy mainframe eligibility determination system (ACCENT) with  
5075 regard to Medicaid eligibility;
- 5076 5.43.8.2 Replace legacy CHIP eligibility and enrollment processes and systems;
- 5077 5.43.8.3 Create eligibility related interfaces between MMIS and EMP;
- 5078 5.43.8.4 Replace the Tennessee Eligibility Appeals Management System (TEAMS); and
- 5079 5.43.8.5 Streamline and automate applicant / member notification processes and systems.
- 5080 5.43.9 The MMP must incorporate and comply with all applicable federal and State laws, rules,  
5081 regulations, sub-regulatory guidance, executive orders, CMS TennCare Waivers, and all  
5082 current, modified or future Court decrees, orders or judgments applicable to the TennCare and  
5083 CHIP programs(collectively referred to herein as the Applicable State and Federal  
5084 Requirements). These include, but are not limited to:
- 5085 5.43.9.1 Patient Protection and Affordable Care Act (PPACA),
- 5086 5.43.9.2 MARS-E
- 5087 5.43.9.3 IRS Pub 1075
- 5088 5.43.9.4 SSA TSR
- 5089 5.43.9.5 Health Insurance Portability and Accountability Act (HIPAA),
- 5090 5.43.9.6 CMS Seven Conditions and Standards, and MITA 3.0.
- 5091 5.43.10 Specific business and technical needs to be addressed include:
- 5092 5.43.10.1 Multiple processes and systems that are currently used to determine eligibility for  
5093 TennCare and CoverKids;
- 5094 5.43.10.2 Significant manual interventions required to process health coverage program  
5095 applications;
- 5096 5.43.10.3 MMIS serves as a single system of record;

- 5097 5.43.10.4 No single reference point for member services to access in order to provide applicants  
5098 with information on pending applications;
- 5099 5.43.10.5 Insufficient and incomplete data from the FFM to assist with inconsistencies / conflicts  
5100 in application information and the resolution of appeals; and
- 5101 5.43.10.6 Inability of residents to submit applications via a State-supported web portal.

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5102 **5.44 Current State – Programs to be Automated**

5103 5.44.1 The EMP requires the full spectrum of Medicaid programs to be included over the course of the development roadmap. In addition to  
 5104 the automation of eligibility rules for determination, any unique processing requirements will be represented in the process flows for  
 5105 these programs in the previous section.

MEDICAID CATEGORY	PROGRAM	DESCRIPTION	SFY 2015 CASELOAD	MONTHLY AVERAGE # OF ELIGIBLE
<b>Children</b>	Age 0-19	Low income children age 0 up to 1 <sup>st</sup> birthday		
		Low income children age 1 to 6 <sup>th</sup> birthday		
		Low income children age 6 to 19th birthday		
	Child Medically Needy	Children up to age 21. Must either have low income or have sufficient unreimbursed medical bills to spend down to requisite income limits.		
	Standard Uninsured	Children under age 19 who do not have access to insurance. Category is only open to children who lose Medicaid eligibility and rollover into Standard.		
	Standard Medically Eligible	Children under age 19 who do not have access to insurance and who have health conditions that make the child uninsurable. Category is only open to children who lose Medicaid eligibility and rollover into Standard.		
	CoverKids	Available to children under age 19 and to the unborn children of women not eligible under another TennCare category.		
	DCS Custody / Adoption Assistance	Immediate eligibility is provided for children whom are currently in State of Tennessee DCS custody, or is receiving federal adoption assistance payments.		
<b>Families</b>	Caretaker Relative	Available to parents and caretaker relatives of dependent children under age 19.		

MEDICAID CATEGORY	PROGRAM	DESCRIPTION	SFY 2015 CASELOAD	MONTHLY AVERAGE # OF ELIGIBLE
	Transitional/Extended Medicaid	Children, pregnant women, and caretaker relatives who lose Medicaid due to an increase in income or spousal support.		
<b>Women</b>	Pregnant	Low income pregnant women. NOTE: Newborns born to Medicaid –eligible women are deemed eligible for one year.		
	Breast or Cervical Cancer	Women under 65 who are not eligible for any other category of Medicaid and have been diagnosed as the result of a screening at a Centers for Disease Control and Prevention (CDC) site.		
	Pregnant Medically Needy	Pregnant women. Must either have low income or have sufficient unreimbursed medical bills to spend down to requisite income limits.		
<b>Aged, Blind, &amp; Disabled</b>	SSI (Supplemental Security Income)	Active: Low income aged, blind, or disabled recipients of federal SSI cash payments as determined by SSA		
	Long Term Services and Supports	Low income individuals who require care in a nursing facility or intermediate care facility for individuals with intellectual disabilities or who receive Home and Community-Based Services in their home.		
	SSI-Related (Pickle/Pass Along, Disabled Adult Child, Widow/Widower)	Pickle/Pass Along: Lost SSI since 1977 due to OASDI cost-of-living increase. DAC: Lost SSI since 1987 due to receipt/increase of DAC benefits. Widow/Widower: Lost SSI due to receipt of OASDI from deceased spouse.		

MEDICAID CATEGORY	PROGRAM	DESCRIPTION	SFY 2015 CASELOAD	MONTHLY AVERAGE # OF ELIGIBLE
<b>Adult Foster Care</b>	Former Foster Care Up to Age 26	Individuals under age 26 who aged out of foster care in Tennessee and who received TennCare Medicaid at that time.		
<b>Emergency Medical Services</b>	Emergency Medical Services	Individuals who would qualify in one other category but does not have an appropriate immigration status		
<b>Medicare Cost Sharing</b>	QMB	Qualified Medicare Beneficiary TennCare pays Medicare premiums, deductibles and coinsurance for those eligible for Medicare.		
	SLMB	Specified Low Income Medicare Beneficiaries TennCare pays Medicare Part B premiums only.		
	QI 1	Qualified Individuals TennCare pays Medicare Part B premiums only.		
	QDWI	Qualified Disabled Working Individual TennCare pays Medicare Part A buy-in for non-aged individuals who lost SSI disability benefits and premium free Part A.		

5106

## 5107 **5.45 Future State – Business Overview**

5108 5.45.1 The State is planning for a client service model that is customer-centric, efficient and effective.  
 5109 This service model is to provide a consumer friendly end-user experience. Excluding  
 5110 applications for Social Security Income (SSI) benefits who will continue to file applications  
 5111 directly through the Social Security Administration (SSA), TennCare and CoverKids applicants  
 5112 and members will need to be able to both file applications for services, submit requested  
 5113 verifications or additional information, as well as report changes using multiple electronic  
 5114 channels and processes. Once core capabilities are operational, the State has also included in  
 5115 its Roadmap the establishment of a mobile application that would allow applicants and  
 5116 members to access the eligibility process and their electronic case record through a mobile  
 5117 device.

5118 5.45.2 When EMP is fully deployed, most required materials and verification documents will be  
 5119 scanned and stored electronically within the applicant's or member's electronic case record.  
 5120 Whenever possible, verification of required information will be captured electronically through  
 5121 a web-based service and updated automatically in the case record. Workers or automated  
 5122 processes will review applications and send questions or request additional documentation  
 5123 electronically or through print media to communicate with applicants and members.

5124 5.45.3 In order for HCFA to achieve the following strategic business objectives, the EMP will:

5125 5.45.3.1 Provide a “no wrong door” to all health coverage programs administered by the State;

5126 5.45.3.2 Provide workers with access to up-to-date member records across all Medicaid health  
 5127 coverage programs;

5128 5.45.3.3 Automate eligibility determination to provide real-time or near real-time responses to  
 5129 applicants; and rely on human intervention only when requested by the applicant /  
 5130 member or required by program policy;

5131 5.45.3.4 Align eligibility processes to meet the needs and preferences of applicants, members,  
 5132 stakeholders, business partners and HCFA workers and contractors;

5133 5.45.3.5 Improve the ability to collect complete, relevant, timely and accurate data to be used  
 5134 for eligibility, including eligibility appeals;

5135 5.45.3.6 Leverage Service Oriented Architecture (SOA) principles to develop an extensible  
 5136 architecture that will comply with CMS' Medicaid Information Technology Architecture  
 5137 (MITA), CMS' Seven Conditions and Standards, and national standards for security,  
 5138 privacy, interoperability and information sharing;

5139 5.45.3.7 Manage eligibility criteria in a transparent and collaborative manner that allows for  
 5140 efficient and appropriate updates;

5141 5.45.3.8 Accommodate business, regulatory and technical changes to the eligibility system in a  
 5142 timely, non-disruptive fashion

5143 5.45.3.9 Maximize use of automation where possible.

## 5144 **5.46 Future State – Guiding Principles**

5145 5.46.1 Tennessee has identified five (5) guiding principles to prioritize decisions for the future state of  
 5146 eligibility operations:

5147 5.46.1.1 Consistent delivery of member services and increased member self-service

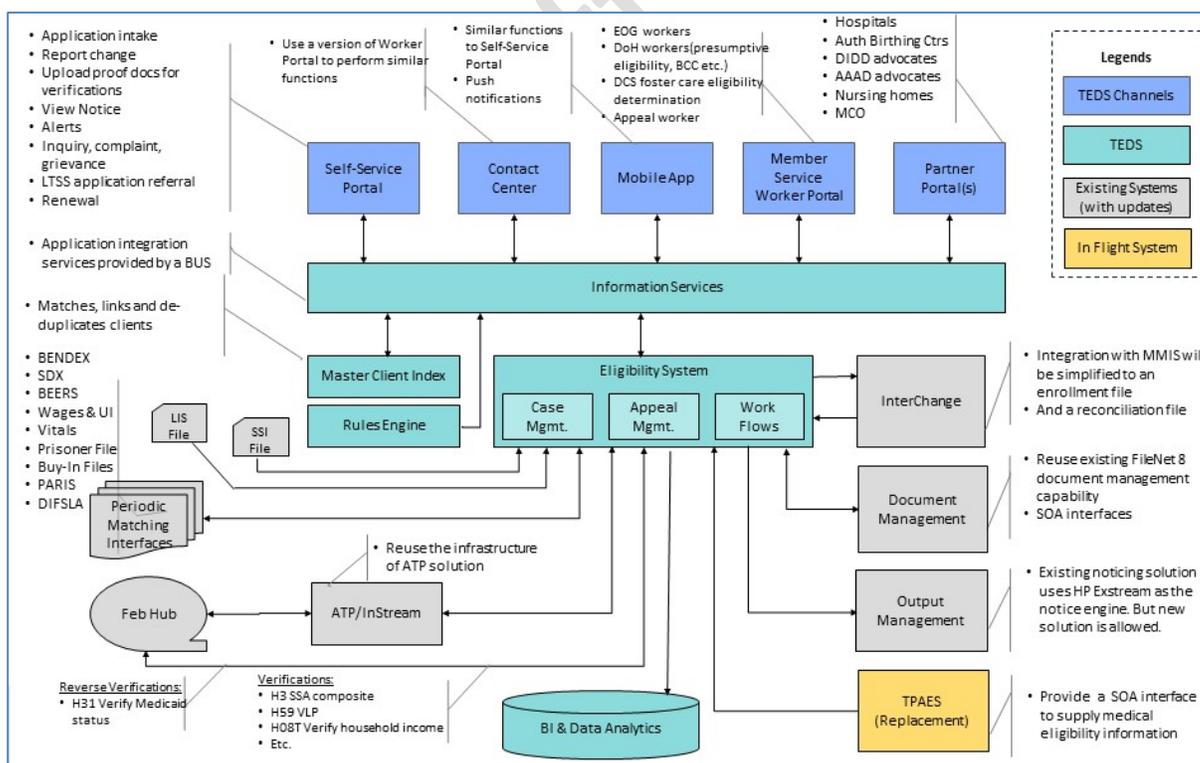
- 5148 5.46.1.2 Expand and improve eligibility intake channels via contact center and online portal to  
5149 increase applicant and member satisfaction;
- 5150 5.46.1.3 Provide citizens with the ability to apply for services and benefits at a time and place  
5151 convenient for them through an accessible web portal, utilizing agency and contract  
5152 staff only when necessary;
- 5153 5.46.1.4 Provide real-time or near real-time eligibility determinations, without agency worker  
5154 intervention, and improve the accuracy of eligibility determinations;
- 5155 5.46.1.5 Reduce unnecessary manual intervention by HCFA workers by providing self-service  
5156 functionality for clients to access eligibility applications, submit documentation and  
5157 update personal information;
- 5158 5.46.1.6 Provide information to applicants and members in a manner of their choosing (e.g.,  
5159 paper, electronic);
- 5160 5.46.1.7 Utilize a single contact center for all eligibility-related services; and
- 5161 5.46.1.8 Provide HCFA member services (e.g., contact center staff) with on-line access to  
5162 information needed to respond to member inquiries.
- 5163 5.46.1.9 Optimized business operations using reliable systems
- 5164 5.46.1.10 Provide a high level of automation and systems adaptability throughout the eligibility  
5165 process;
- 5166 5.46.1.11 Minimize complexity of user interfaces to perform systems functions;
- 5167 5.46.1.12 Implement a content management system (including document management) in  
5168 compliance with State and federal regulations and statutes;
- 5169 5.46.1.13 Reduce the cost of future technology enhancements by implementing modular  
5170 components;
- 5171 5.46.1.14 Define and institutionalize business processes, operational changes and eligibility  
5172 rules throughout the agency;
- 5173 5.46.1.15 Establish an automated system to generate notices and letters to applicants,  
5174 members, stakeholders and business partners; and
- 5175 5.46.1.16 Consolidate data currently housed in separate systems into a single system, reducing  
5176 the need for HCFA staff and contracted vendors to access multiple systems /  
5177 databases.
- 5178 5.46.1.17 Enhanced program self-sufficiency
- 5179 5.46.1.18 Transfer responsibility for MAGI-based eligibility determination from the FFM to HCFA;
- 5180 5.46.1.19 Improve sustainability of systems and operations;
- 5181 5.46.1.20 Reduce the need for contracted staff to aid applicants and members;
- 5182 5.46.1.21 Lower average transaction costs through automation of eligibility determination;

- 5183 5.46.1.22 Facilitate more accurate and timely adjudication of eligibility appeals by consolidating  
5184 information in one system and providing appeals staff with access to a centralized  
5185 data source and single system of record; and
- 5186 5.46.1.23 Adapt staffing levels to reflect new model / systems and volume of caseload.
- 5187 5.46.1.24 Organizational adaptability
- 5188 5.46.1.25 Implement and integrate automated rules engines to enable updating of rules with less  
5189 development costs when regulatory changes impact eligibility standards;
- 5190 5.46.1.26 Develop a system that has the flexibility to accommodate the expansion or contraction  
5191 of current programs, or the establishment of new programs; and
- 5192 5.46.1.27 Better assess current performance and accurately project future business needs.
- 5193 5.46.1.28 Improved data quality and data integrity
- 5194 5.46.1.29 Minimize data discrepancies and improve data integrity associated with transmission  
5195 of applicant eligibility determinations from FFM to HCFA;
- 5196 5.46.1.30 Establish governance structure to better manage data and information, including  
5197 ownership and accountability;
- 5198 5.46.1.31 Track pending applications received, approved, denied and abandoned;
- 5199 5.46.1.32 Report performance metrics without the need for manual intervention;
- 5200 5.46.1.33 Audit and track member encounters;
- 5201 5.46.1.34 Prevent duplicate eligibility determinations by matching new and in-process  
5202 applications and current Medicaid / CHIP enrollment; and
- 5203 5.46.1.35 Enable recognition of superseded “change of circumstance” applications to eliminate  
5204 casework on previously filed applications.

#### 5205 **5.47 Future State – Technical Overview**

- 5206 5.47.1 A modular, SOA based future state architecture will be used for EMP. The Conceptual  
5207 Architecture builds a foundation of a large enterprise eligibility system and uses products from  
5208 major enterprise software vendors. It supports the functional and technical requirements of a  
5209 modern eligibility system and has the flexibility to support HCFA’s short and longer-term goals.  
5210 The core architecture is designed such that components can be changed, added, or removed  
5211 to meet HCFA’s current and future requirements.
- 5212 5.47.2 In addition to the overarching guiding principles noted earlier, the Future State Conceptual  
5213 Architecture observes the following IT principles that align with the State’s IT strategy:
- 5214 5.47.2.1 MITA aligned and meets CMS’s Seven Conditions and Standards.
- 5215 5.47.2.2 Employs a layered and modularized approach to implementing system architecture.  
5216 This approach cleanly separates the system’s presentation layer, shared services  
5217 layer and the underlying COTS products. This allows HCFA to maximize  
5218 interoperability with other State systems and reduce the eligibility system infrastructure  
5219 maintenance costs.

- 5220 5.47.2.3 Technology agnostic to allow Systems Integrators to propose mature solutions without  
5221 unnecessary constraints or limitations.
- 5222 5.47.2.4 Leverages enterprise architecture methodology and avoids developing new systems in  
5223 silos, leverages existing and ongoing HCFA investments on sharable capabilities,  
5224 such as Master Patient Index (MPI), enterprise service bus (ESB), identity and access  
5225 management (IAM), and enterprise content management (ECM).
- 5226 5.47.3 The Conceptual Architecture for the EMP follows the widely accepted industry structure for  
5227 maintainability by separating every function into implementation layers:
- 5228 5.47.3.1 Presentation layer – a user interface view (no storage of data)
- 5229 5.47.3.2 Services layer – where calculations are performed
- 5230 5.47.3.3 Data storage layer – where data is stored
- 5231 5.47.4 The overall architecture, as shown in the Figure on the following page, is composed of five  
5232 major features: (1) User Interfaces/Points of Access, (2) Platform, (3) Eligibility System Major  
5233 Feature Groups, (4) Data Exchange with External Stakeholders, and (5) Reporting and  
5234 Analysis Tools.
- 5235 5.47.5 Each major system is depicted as a 'box'. The data flows between systems are identified, as  
5236 well as the batch files used to exchange data in a recognized, standard format with the SSA,  
5237 FFM and other external partners.



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- 5240

5241 **5.48 Future State – Impacted Systems**

5242 5.48.1 The new system requested will have a significant impact on the current set of systems,  
 5243 completely replacing some, replacing some of the existing functionality of others, and having  
 5244 to connect with some that remain.

Application Name	Short Description
<b>Tennessee Eligibility Appeals Management System</b>	TEAMS is the name for the Tennessee Eligibility Appeals Management System. Used to track Eligibility appeals from initiation to resolution.
<b>Automated Client Certification and Eligibility Network for Tennessee</b>	ACCENT is a mainframe-based system which supports eligibility and case management functionalities for SNAP, TANF, and Medicaid. ACCENT doesn't support MAGI determination. Currently the State relies on Federally Facilitated Marketplace (FFM) for MAGI determination.
<b>EOG Core, Special, and Waiver DB</b>	An Access database that is used to track the Non-MAGI applications received from the FFM, TNHC, and SSA
<b>MAGI DB</b>	An Access database that is used to account for applications received and track eligibility related activities for the MAGI applications with inconsistencies received from the FFM.
<b>CMS Lookup DB</b>	A searchable Access database used by Resolution Specialists and others in Appeals to search for an application in the most recent CMS Data Flat File. This DB also matches the most recent CMS Data Flat File with the newest SNAP extract from DHS and contains H15 records
<b>CMS Historical DB</b>	An Access database linked to 11 other databases that contain all of the CMS Data Flat Files received since 12/20/2013. Used for a weekly APDA CIR match
<b>Account Transfer Process</b>	Given delays in the Eligibility System deployment schedule, HCFA executed an eligibility determination contingency plan to receive MAGI Applicant Eligibility Determinations and Non-MAGI Applications (Account Transfers) from the FFM and continued to use ACCENT to process un-adjudicated applications.

5245 **5.49 Future State – Anticipated User Counts**

5246 5.49.1 In order to plan for performance and breadth of use for EMP systems, the following numbers of  
 5247 anticipated users has been provided:

## 5248 5.49.1.1 Worker Portal

USER GROUP TYPE	TYPE OF USE	HEADCOUNT	FTES
<b>Member Services Workers</b>	Worker Portal	500	400
<b>Appeals Unit Workers</b>	Worker Portal	195	195
<b>Service Center - TNHC Intake - including intake for CHIP &amp; the Redetermination Vendor</b>	Worker Portal	500	500
<b>State Office users outside of Member Services, including Internal Audit, Policy, Fiscal, HELP</b>	Worker Portal	130	13

USER GROUP TYPE	TYPE OF USE	HEADCOUNT	FTES
<b>Department of Human Services (DHS) Workload that will transition to Member Services with new EMP</b>	Worker Portal	18	18
<b>Department of Children's Services (Foster Care)</b>	Worker Portal	42	42
<b>Other Department of Health (DOH) Application Intake for Presumptive Pregnant or Breast Cervical Cancer (BCC)</b>	Worker Portal	220	220
<b>SUBTOTAL OF WORKER PORTAL</b>		1605	1388

## 5249 5.49.1.2 Partner Portal

USER GROUP TYPE	TYPE OF USE	HEADCOUNT	FTES
<b>Current TPAES Users</b>	Partner Portal	35	35
<b>Nursing Homes</b>	Partner Portal	1609	1609
<b>Hospitals</b>	Partner Portal	421	421
<b>SUBTOTAL OF PARTNER PORTAL</b>		2065	2065

## 5250 5.49.1.3 Member Portal

USER GROUP TYPE	TYPE OF USE	HEADCOUNT	FTES
<b>Member Portal</b>	Member Portal	1.5 million	N/A

5251 **5.50 Project Phasing**

5252 5.50.1 The Project roadmap consists of three phases and four technology-related releases. The  
5253 State plans that the Contractor will initiate work in October 2016 and run through September  
5254 2020. The timeframes are estimates based on similar initiatives in other states. There are a  
5255 variety of factors, however, that can impact the timelines, including the length of procurement  
5256 cycles, federal approvals, and changes to federal and State statutes and regulations. The  
5257 three phases are:

5258 5.50.1.1 **Initial Targets (Release 1)** – Projects and initiatives that are capable of being  
5259 completed within 12 to 18 months. This category of projects builds upon capabilities in  
5260 order to provide the first wave of initiatives to pave the path for the future. Projects in  
5261 this category include enterprise infrastructure and security, establishing a worker  
5262 portal, enterprise content management, and the ability to perform MAGI-based  
5263 eligibility determinations. These projects form a platform that supports eligibility  
5264 program evolution and provide enhanced capabilities for the long term.

5265 5.50.1.2 **Modernization (Releases 2&3)** – Projects in this category shall be completed within  
5266 three years. The modernization starts with the addition of other Medicaid eligibility  
5267 categories and builds upon the business and IT capabilities to modernize self-service  
5268 channels. During this phase, certain business functions will initially have limited

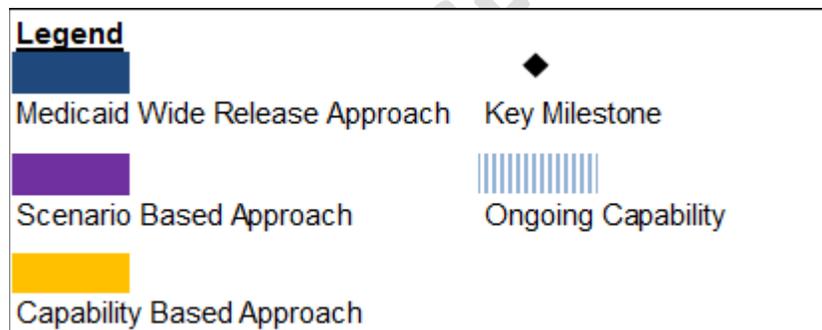
5269 automation in order to meet the three-year time frame. Additionally, there may arise a  
 5270 need to de-prioritize certain automation capabilities in order to stay within the  
 5271 Roadmap schedule. These functions will be automated during the subsequent phase.

5272 **5.50.1.3 Transition / Enhancement (Release 4)** – Projects and activities in this category  
 5273 relate to enhanced automation and expanded functionality of the modernized system  
 5274 components. Enhancements in this category include business intelligence and data  
 5275 analytics functionality, development of a mobile application, and enhancements to the  
 5276 Contact Center. Completion of these projects shall occur within four years.

5277 **5.50.2** The sections below summarize each of the projects (by Project Group) for inclusion within  
 5278 EMP. They are broken down by Roadmap phase (Quick Wins, Modernization, and Transition /  
 5279 Enhancement) and release schedule. The Roadmap phases and release schedule are  
 5280 depicted by their relative time to implementation on the Gantt charts below.

5281 **5.50.3** In addition, the projects are divided across four primary project groupings: Enabling Projects,  
 5282 External Facing Projects, Worker Facing Projects, and Back Office Projects. This has been  
 5283 done to group those projects that have more significant dependencies so that the constraints  
 5284 can be readily identified and effectively managed.

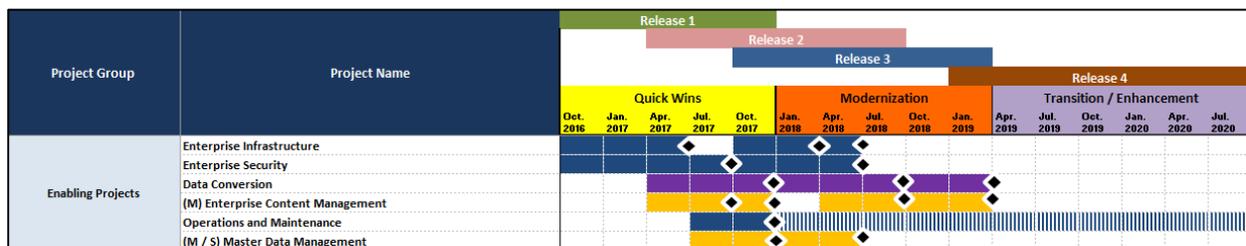
5285 **5.50.4** The Legend for Roadmaps provides a reference for understanding the use of the colors,  
 5286 symbols, and patterns of the charts within this section. Solid color bars are intended to  
 5287 represent design and development phases. Milestones indicate a 'go-live' of the capability,  
 5288 with transition to maintenance phase shown as a pattern of vertical bars.



5289 **5.50.5** This summary is not meant to provide an exhaustive description of each project. Instead, the  
 5290 brief summaries and Gantt charts below provide an overview and a sense of the scale,  
 5291 breadth, and timing of the initiatives to be undertaken. Each major project group is  
 5292 summarized as follows:  
 5293

**5.51 Enabling Projects**

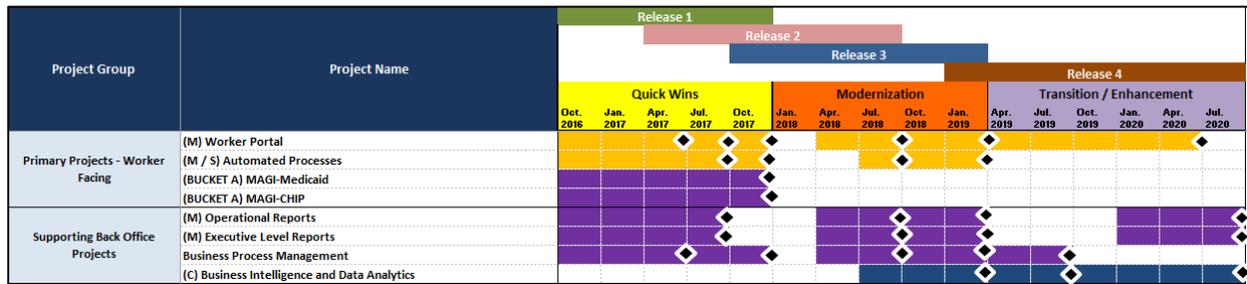
5295 **5.51.1** Enabling projects provide the foundation upon which modernization will occur. They are  
 5296 building blocks that are necessary to build a modern, modularized, and component-based  
 5297 system that more easily integrates with other agency technologies.



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5299



5320 worker staff while improving task process cycle times and reducing the overall transaction  
 5321 cost.



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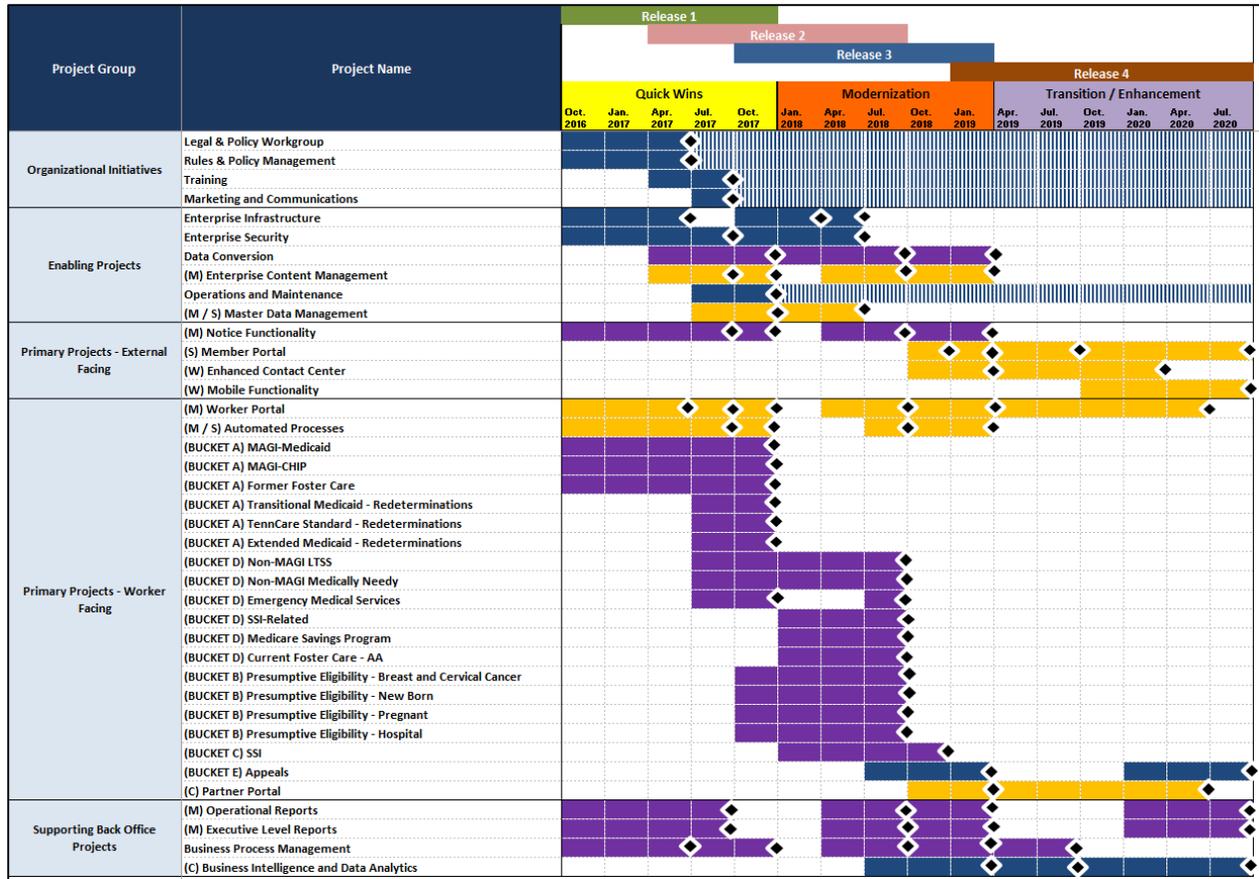
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5324 5.54.2 The State plans to take a phased approach to the modernization of its eligibility and appeals  
 5325 systems. The proposed schedule prioritizes the implementation of systems for eligibility  
 5326 categories that represent the greatest volume of lives (e.g., MAGI-based), while also  
 5327 improving administrative processes that will allow the State to streamline and enhance its  
 5328 eligibility and appeals systems.

5329 5.54.3 As depicted in the roadmap below, the proposed schedule plans for Release 1 to be deployed  
 5330 and operational by December 2017, approximately 15 months after the onboarding of the  
 5331 Systems Integrator. This release will include functionality to determine MAGI-based eligibility  
 5332 for Medicaid and CHIP, among other eligibility categories, thereby enabling Tennessee to  
 5333 transition from a "Determination" State to an "Assessment" State. Release 2, which will be  
 5334 operational approximately 12 months after the deployment of the first release (i.e., January  
 5335 2019), will include all Medicaid eligibility categories and will complete the transition from the  
 5336 interim contingency eligibility process that is currently in place to the new EMP. Release 3 is  
 5337 slated to be operational in September 2019, while the final release of enhancements and  
 5338 additional functionality is slated to be deployed in September 2020.

5339 5.54.4 This iterative, phased approach provides Tennessee with the best opportunity to achieve  
 5340 success in modernizing its eligibility system, while addressing its most pressing needs as soon  
 5341 as practical. For example, the State has employed a variety of legacy systems, interim  
 5342 solutions, manual work, outsourcing and home-grown micro-systems to meet the demand of  
 5343 ACA. In addition to replacing these systems, the State will take this opportunity to include  
 5344 security in a streamlined eligibility system to meet the compliance requirements of Federal and  
 5345 State regulation and policies.

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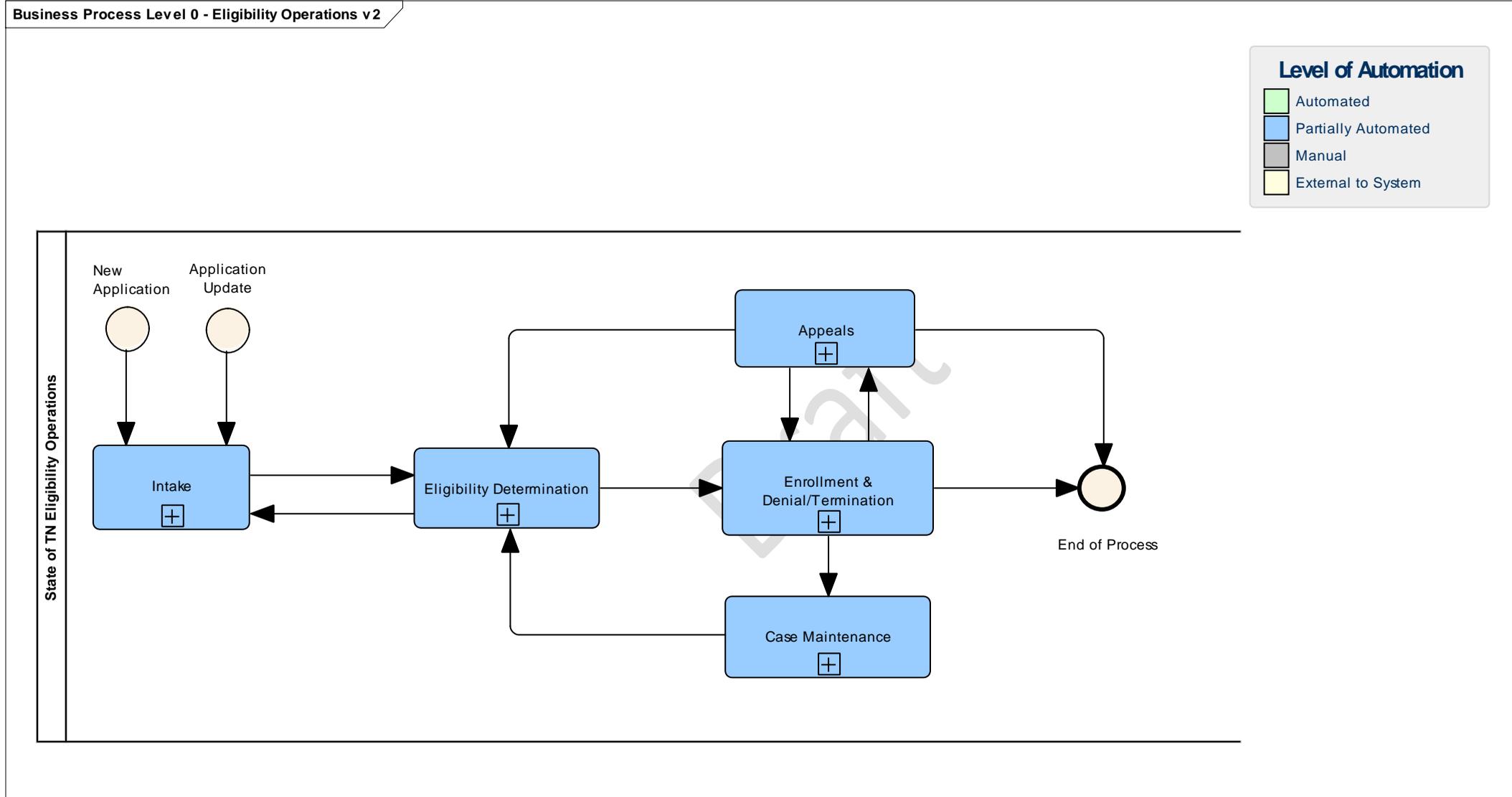
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5348 **5.55 Business Process Flows**

5349 5.55.1 The attached business process flows represent the activities and sequencing that the new  
 5350 eligibility system will support. Each process flow shows the level of automation that the  
 5351 system is expected to provide to perform each activity, which is more fully elaborated through  
 5352 the functional requirements, which in turn reference the process activities

5353

5354 Level 0: Eligibility Operations

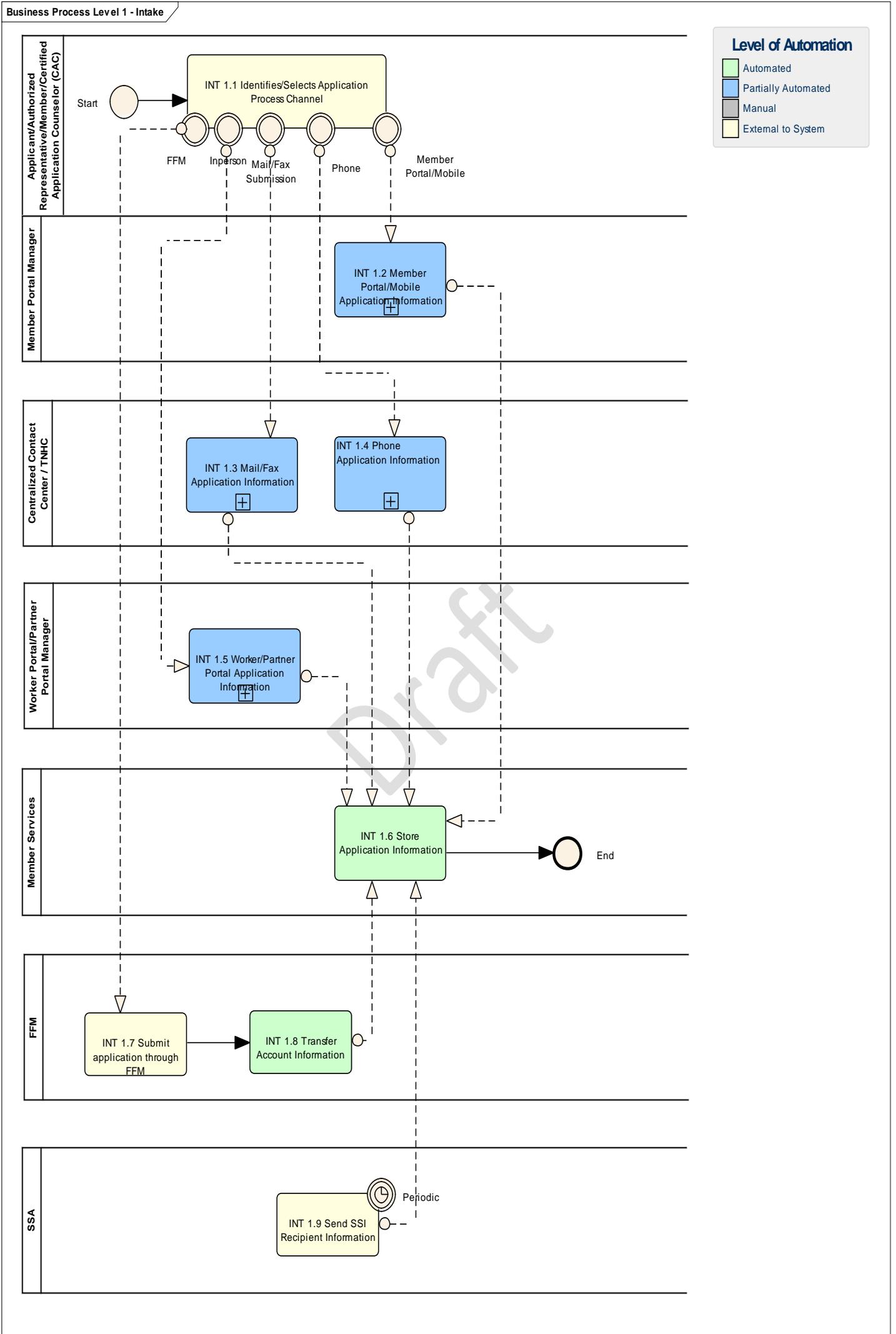


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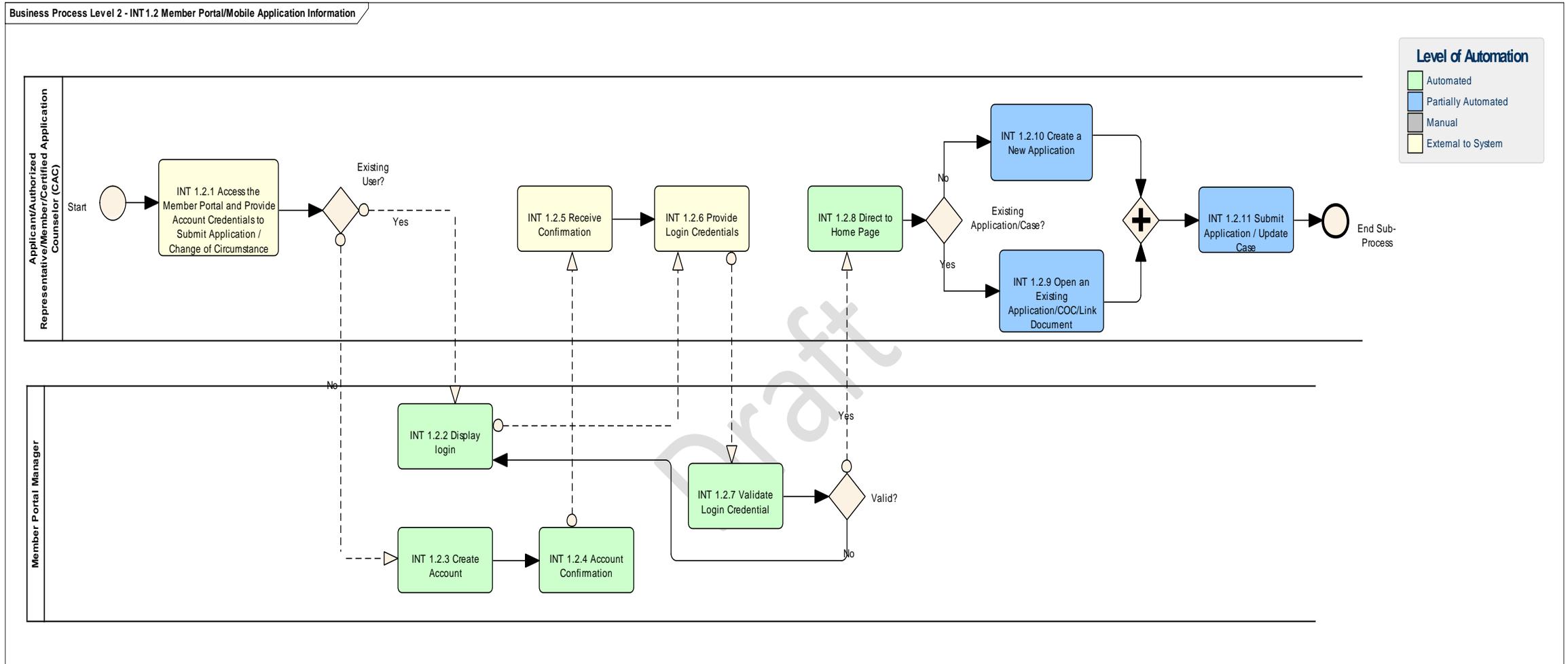
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5358 Level 1: Intake



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5361 Level 2: INT 1.2 Member Portal/Mobile Application Information



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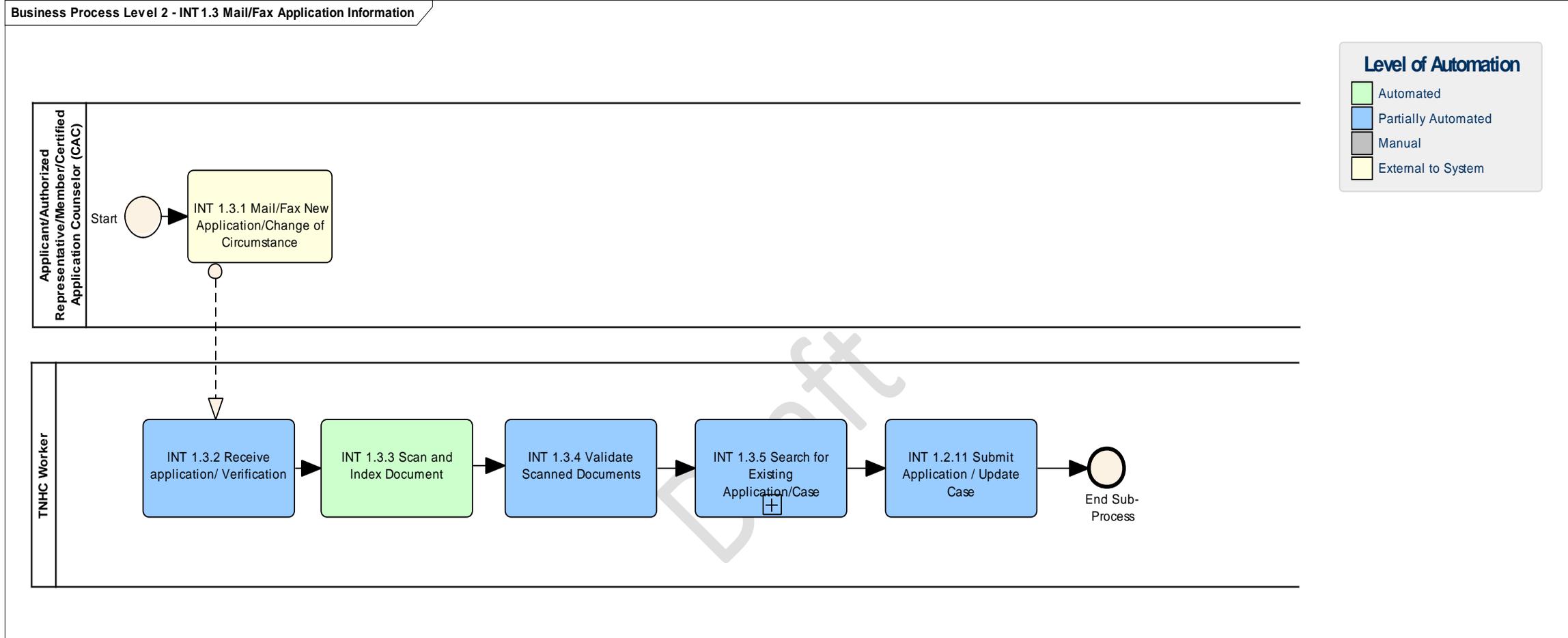
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5368 Level 2: INT 1.3 Mail/Fax Application Information

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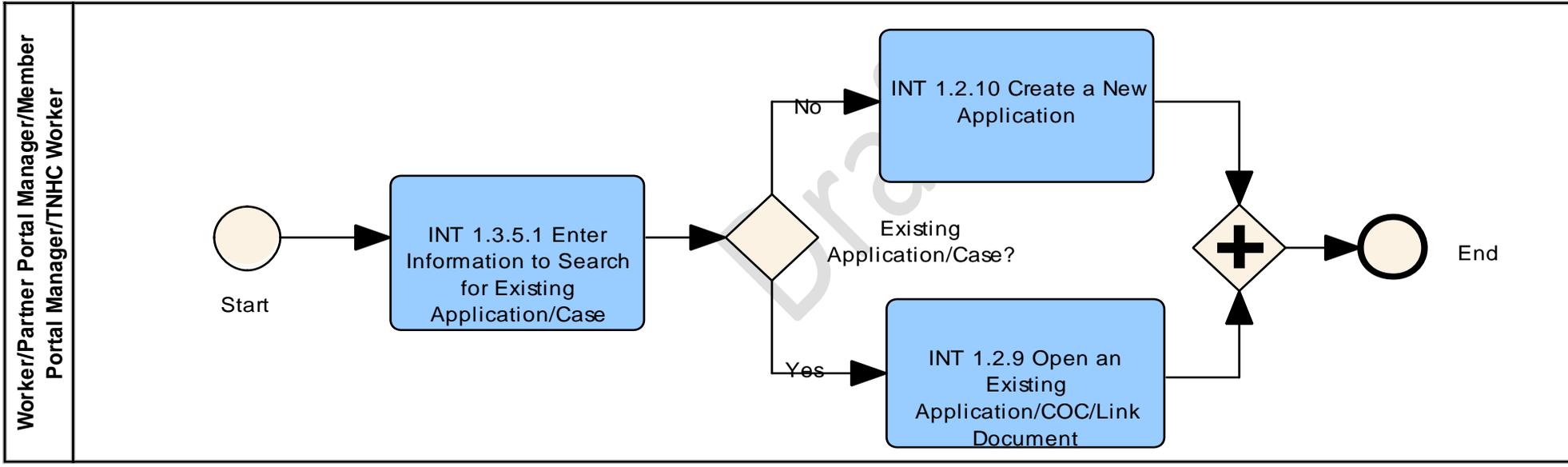
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**Level 3: INT 1.3.5 Search for Existing Application/Case**

**Business Process Level 3 - INT 1.3.5. Search for Existing Application/Case**

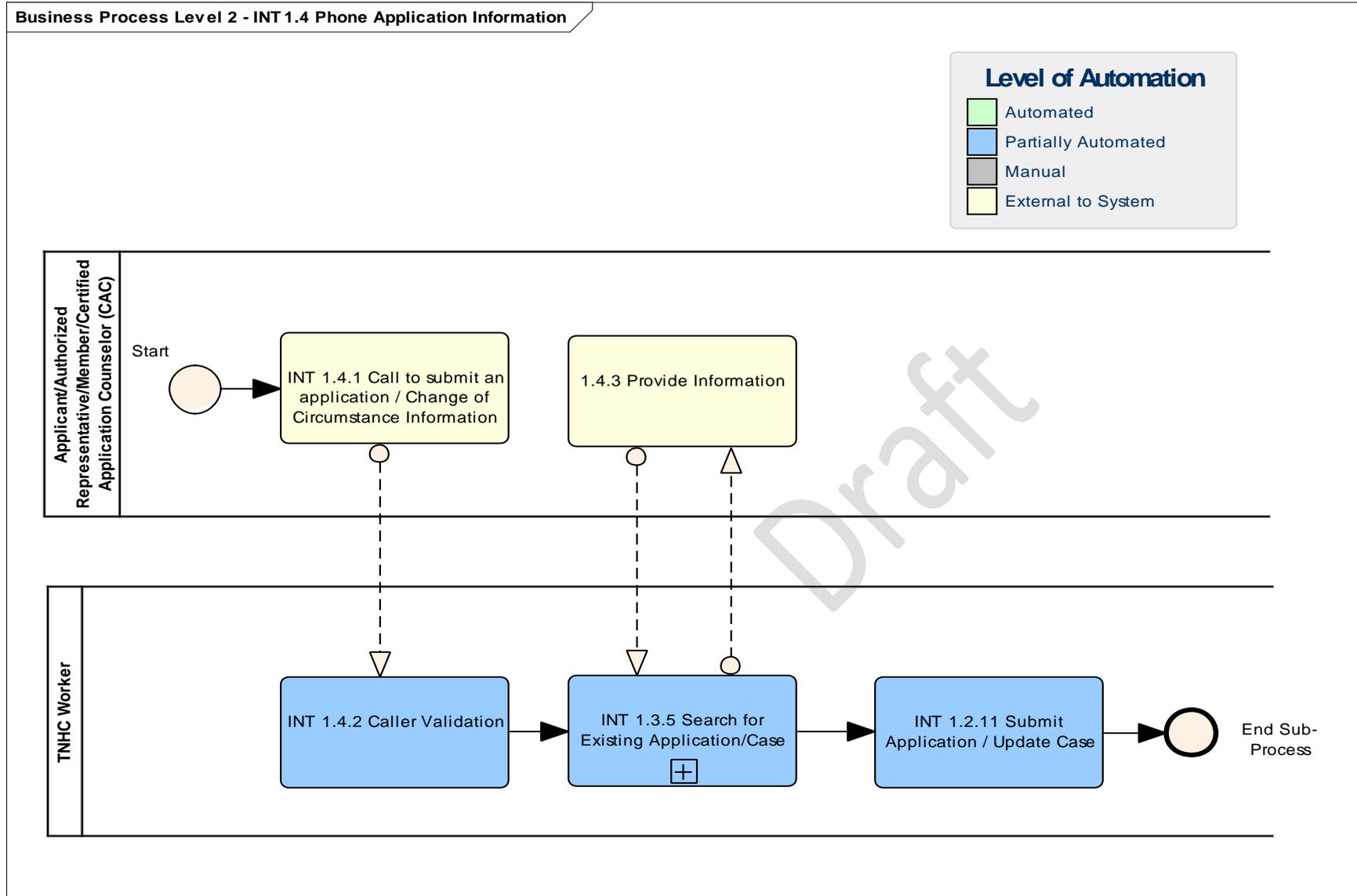
**Level of Automation**

- Automated
- Partially Automated
- Manual
- External to System



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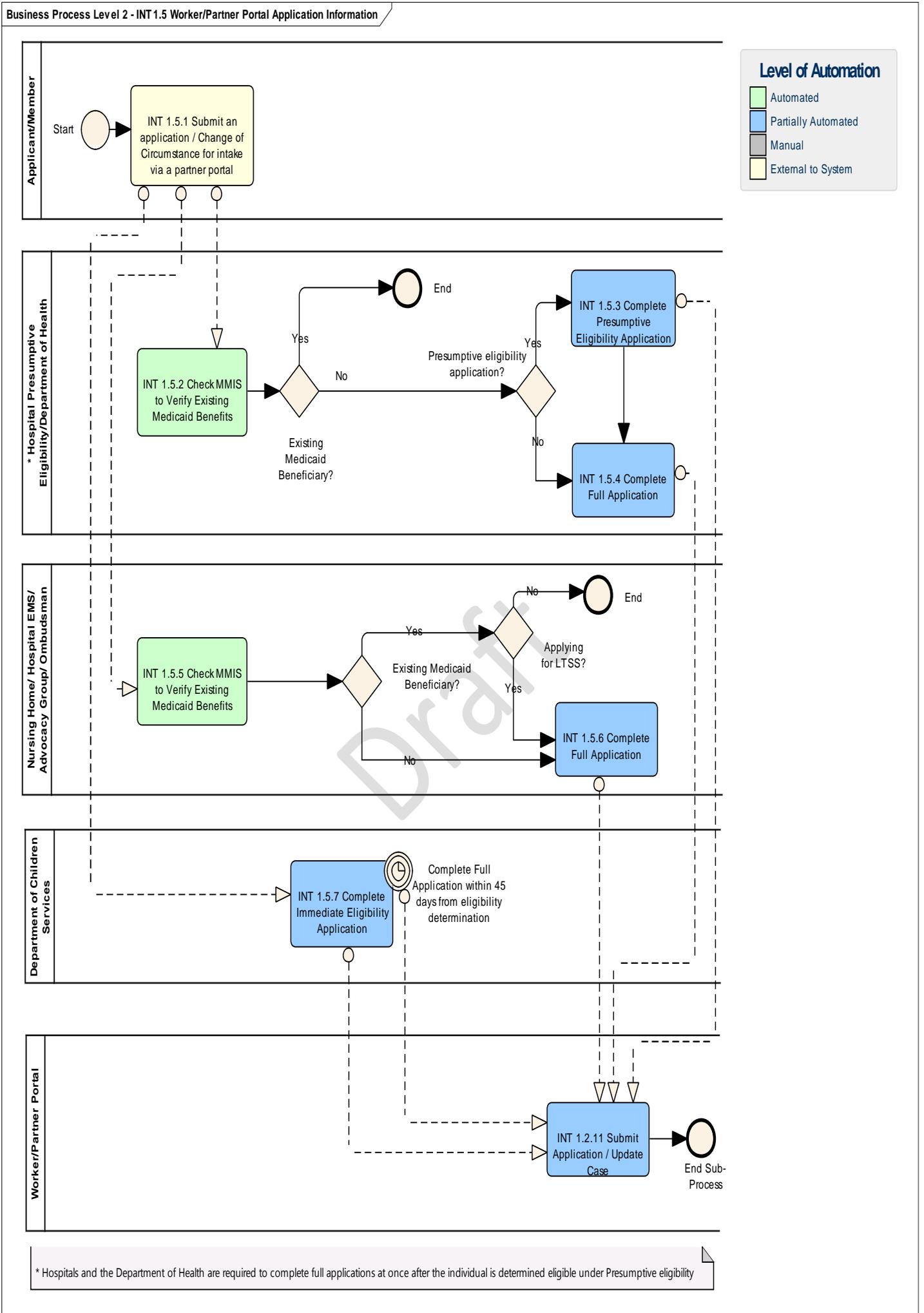
5380 Level 2: INT 1.4 Phone Application Information



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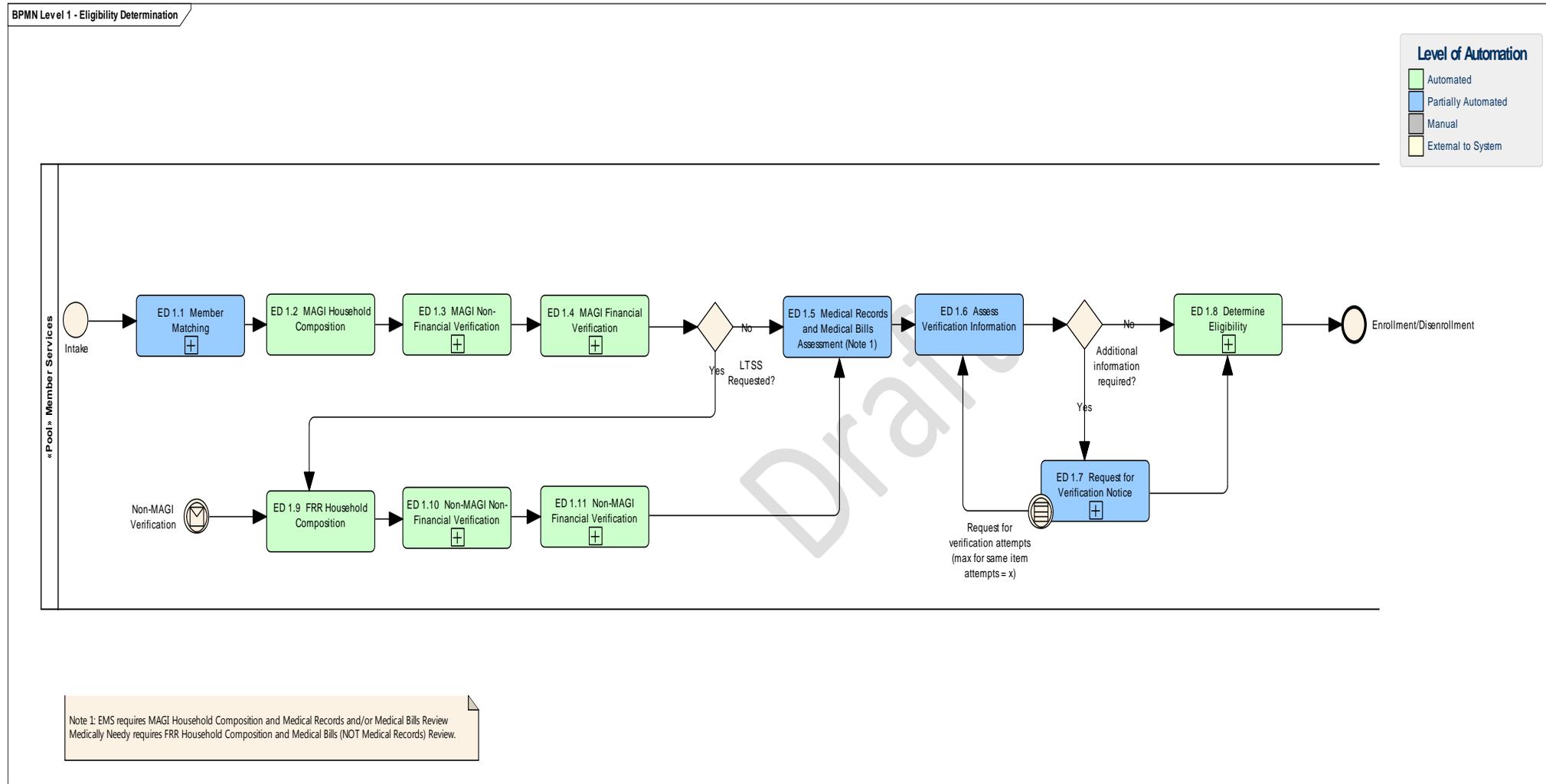
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5383 Level 2: INT 1.5 Worker/Partner Portal Application Information



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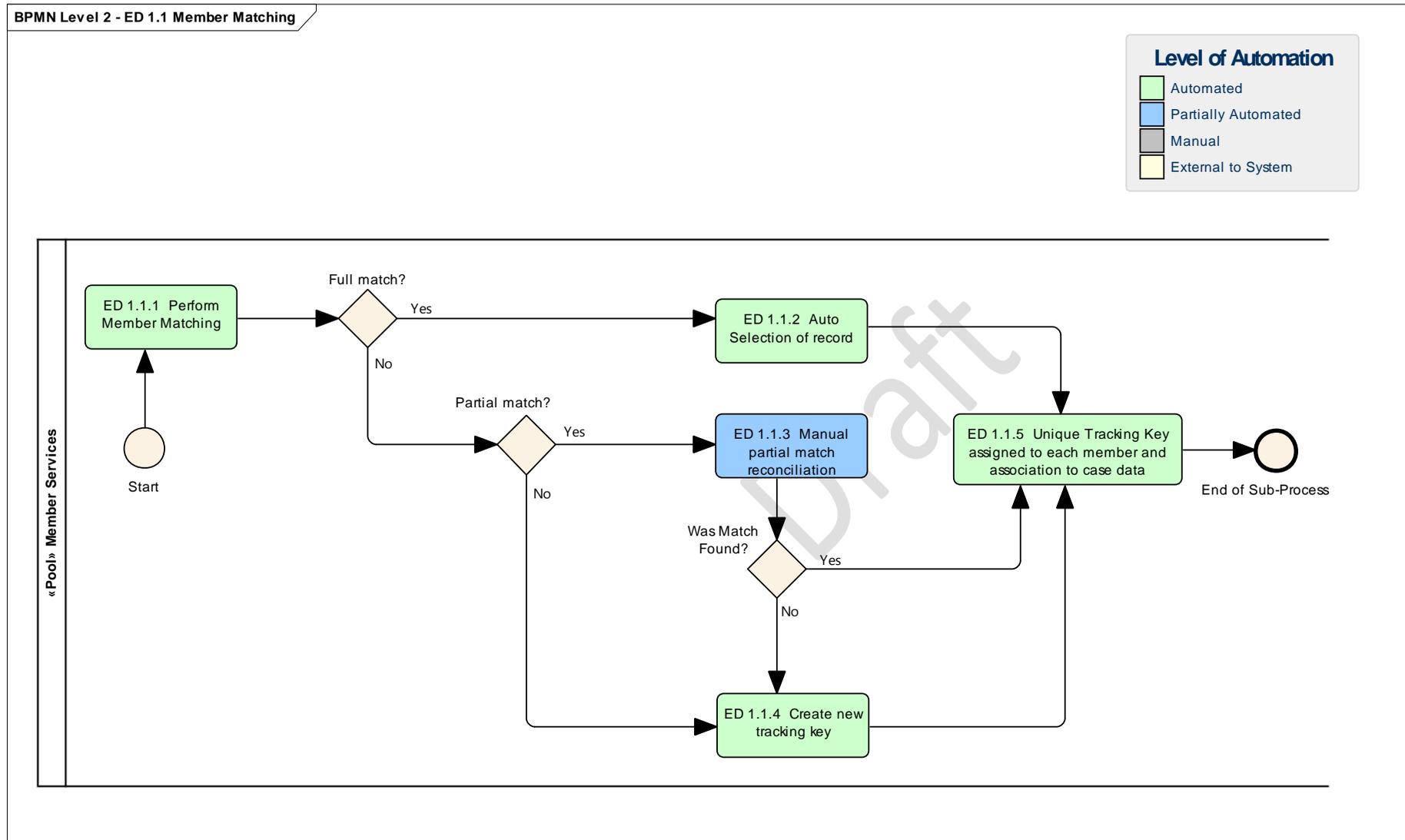
5386 Level 1: Eligibility Determination



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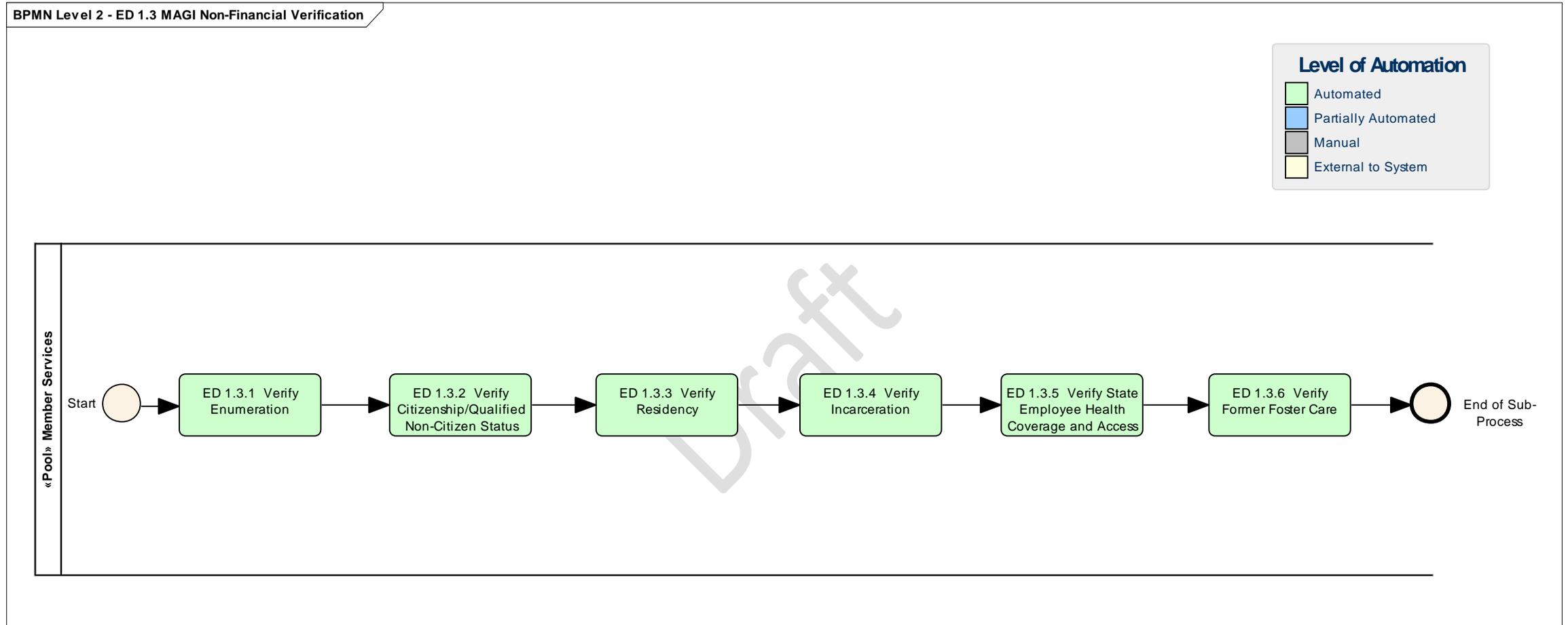
5389 Level 2: ED 1.1 Member Matching



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5392 Level 2: ED 1.3 MAGI Non-Financial Verification



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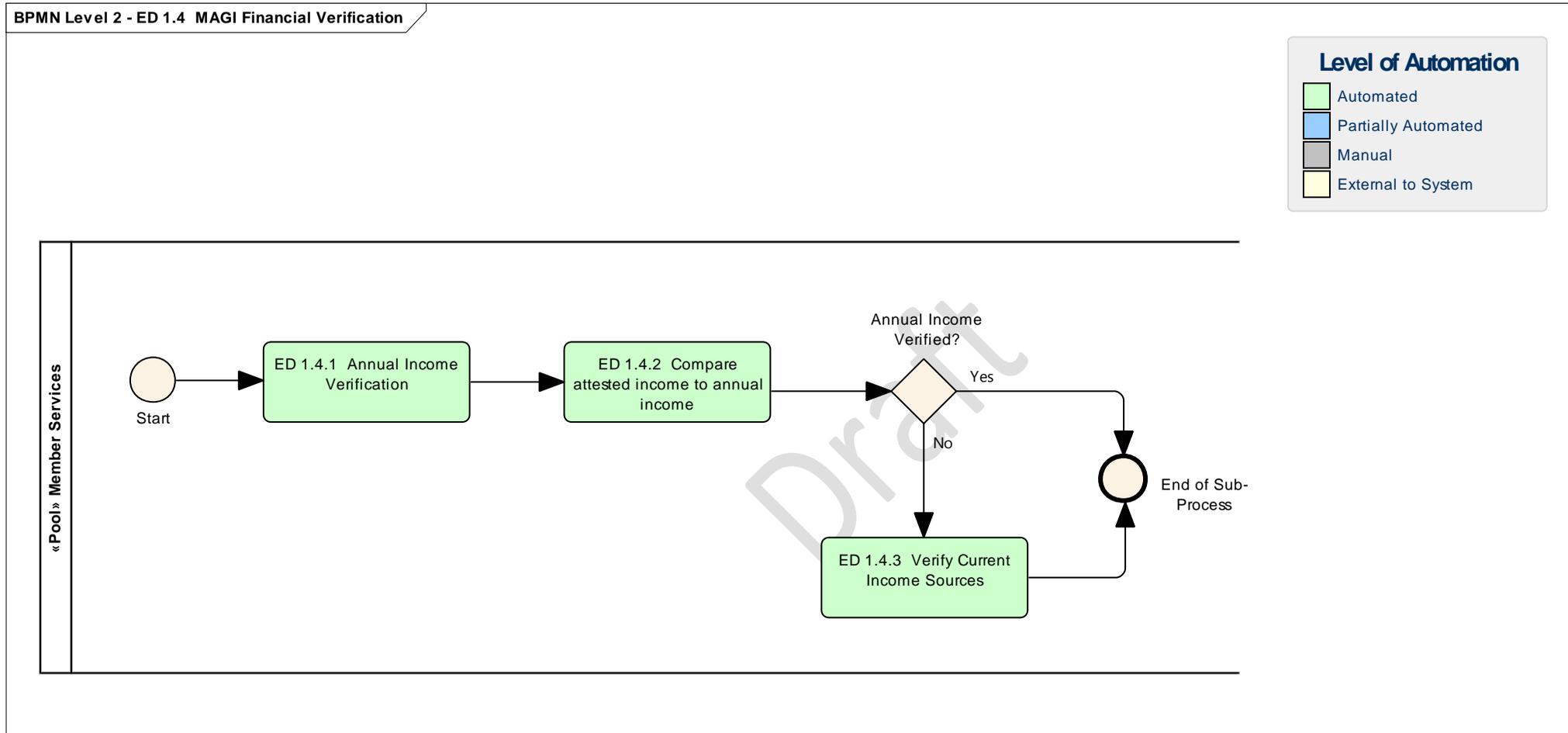
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5398 Level 2: ED 1.4 MAGI Financial Verification

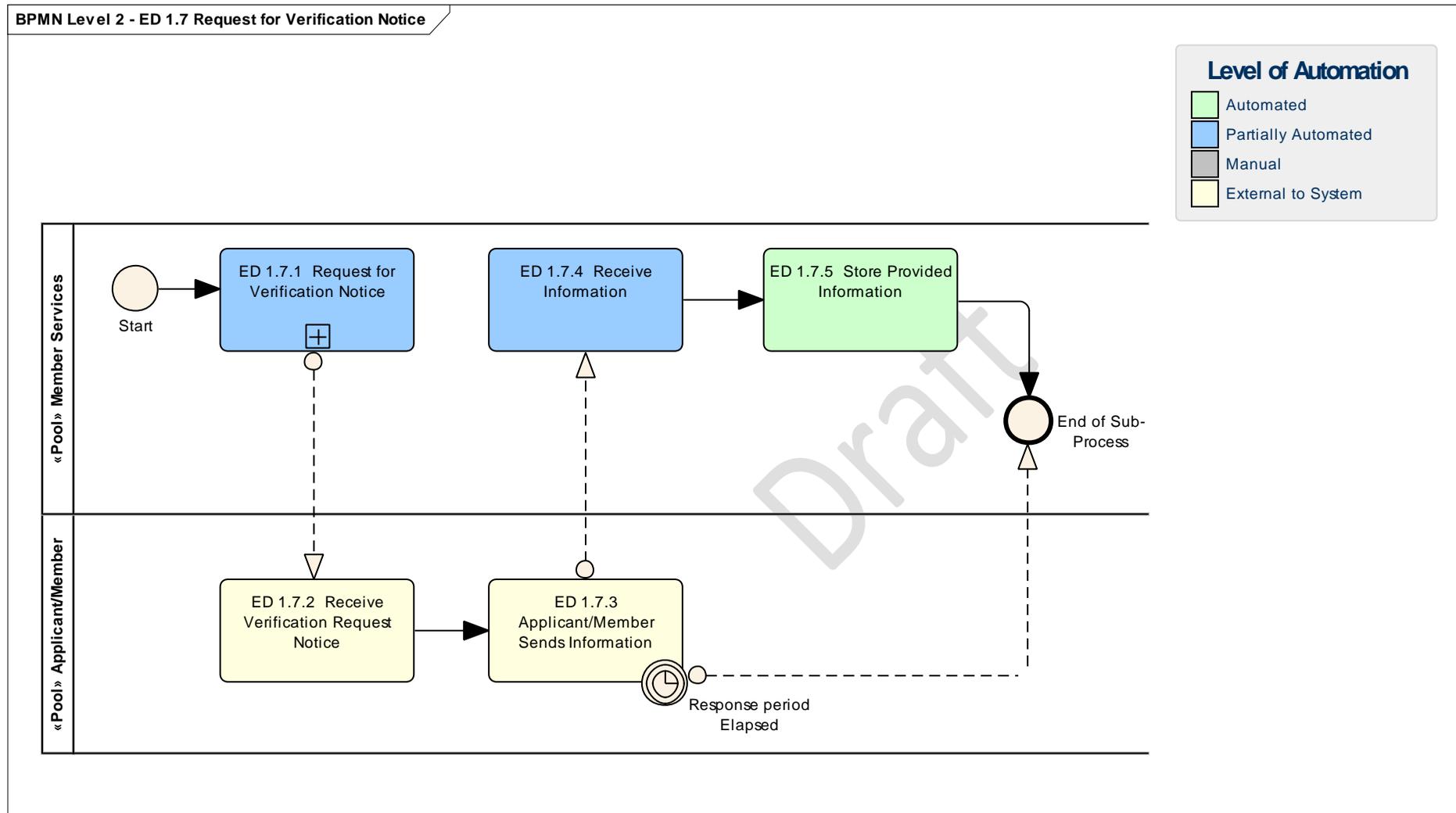


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5402 Level 2: ED 1.7 Request for Verification Notice

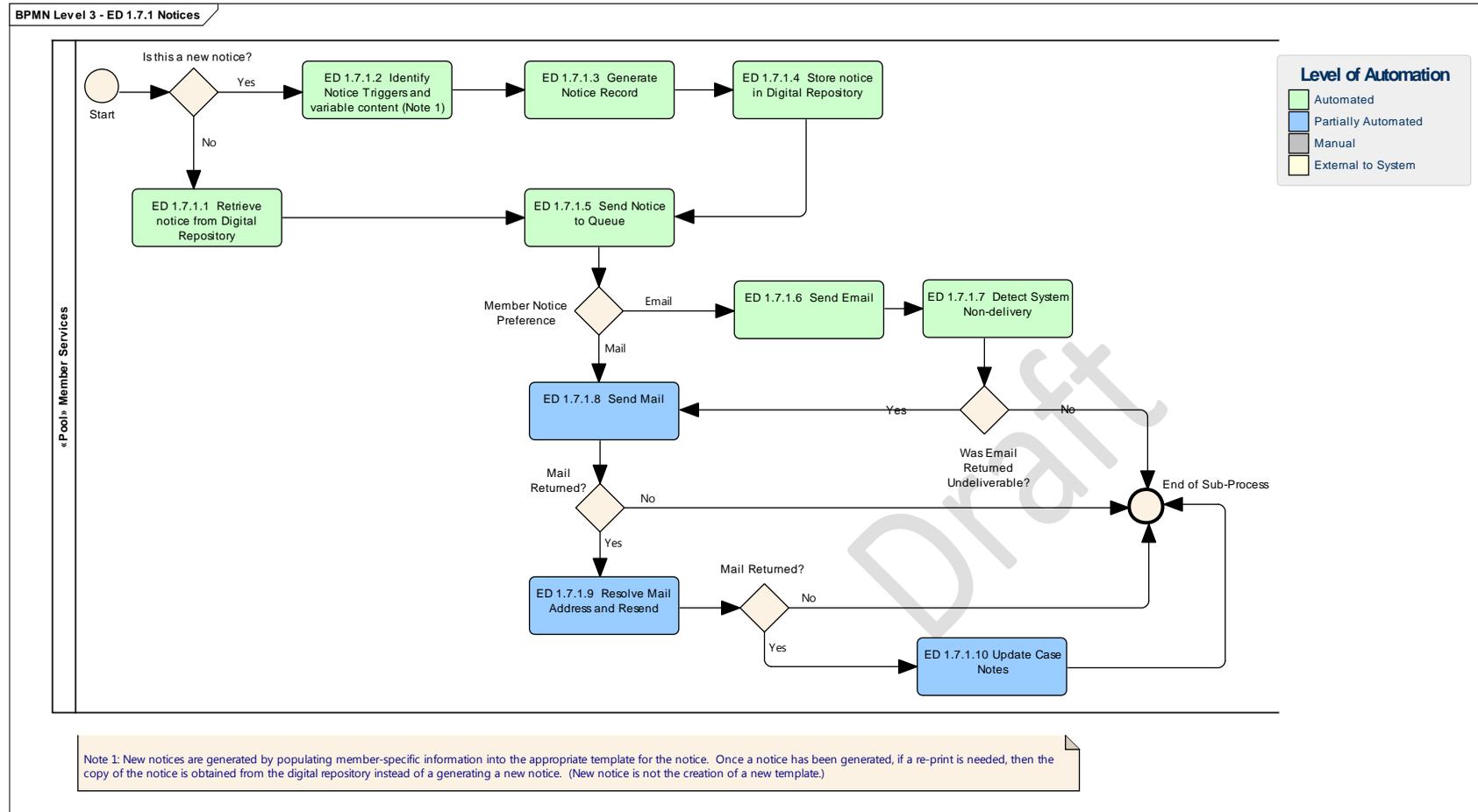


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5406 Level 3: ED 1.7.1 Notices

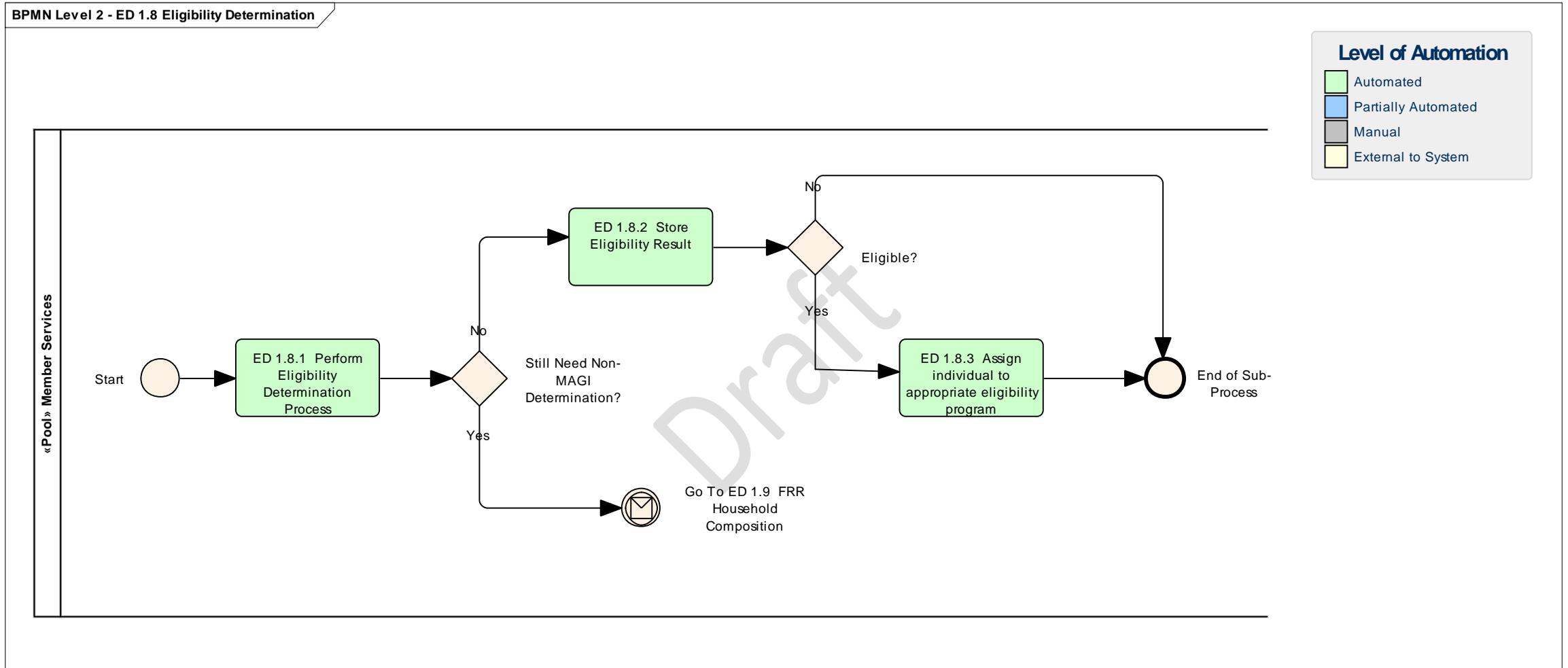


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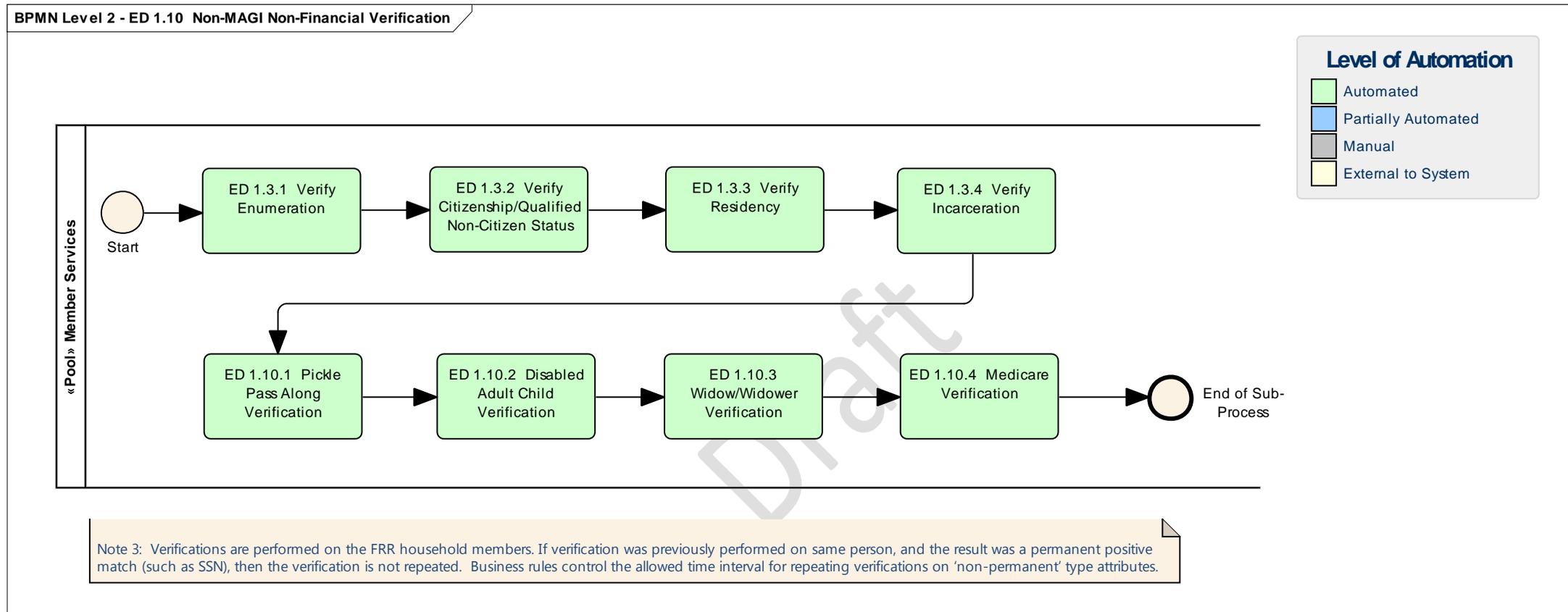
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5410 Level 2: ED 1.8 Eligibility Determination



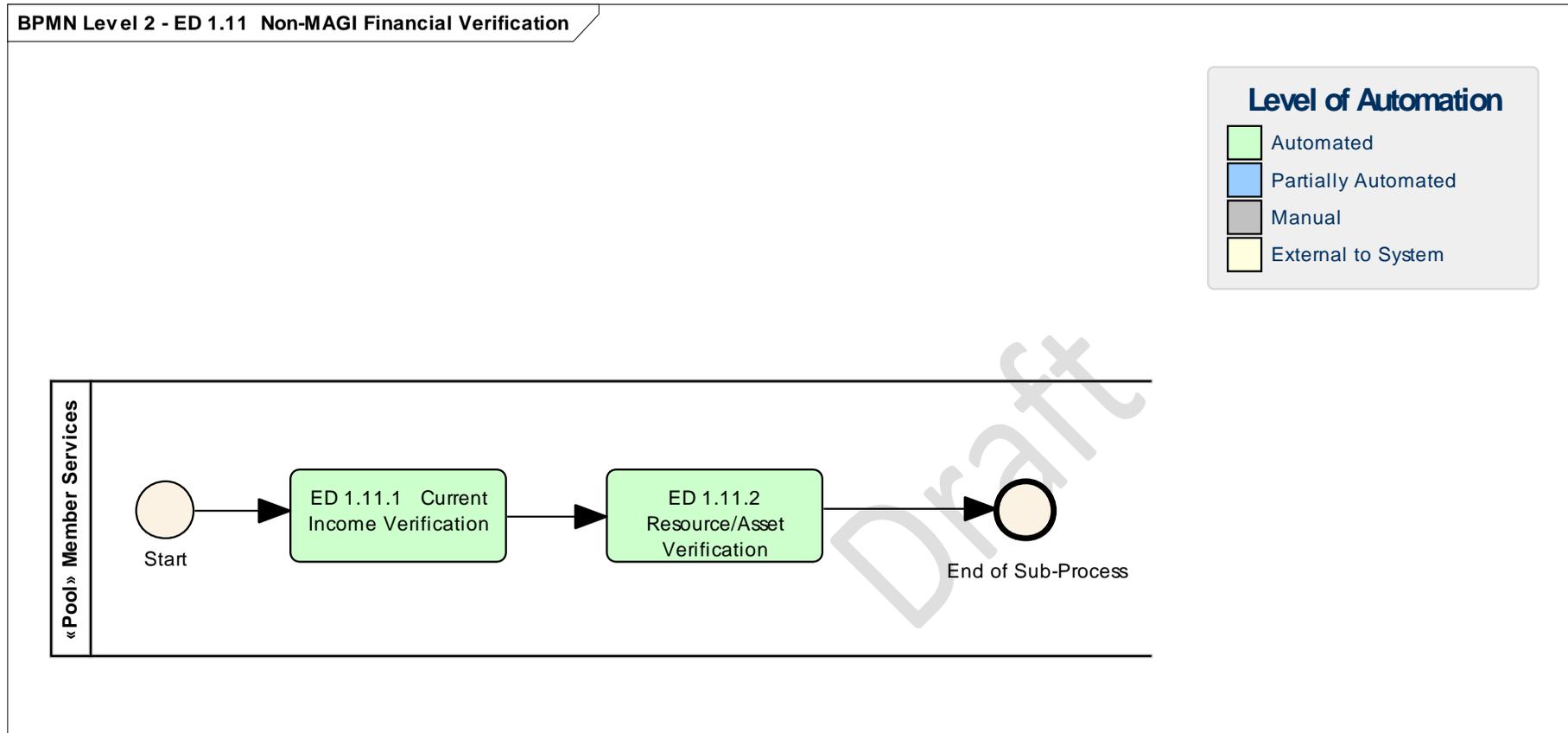
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5415 Level 2: ED 1.10 Non-MAGI Non-Financial Verification



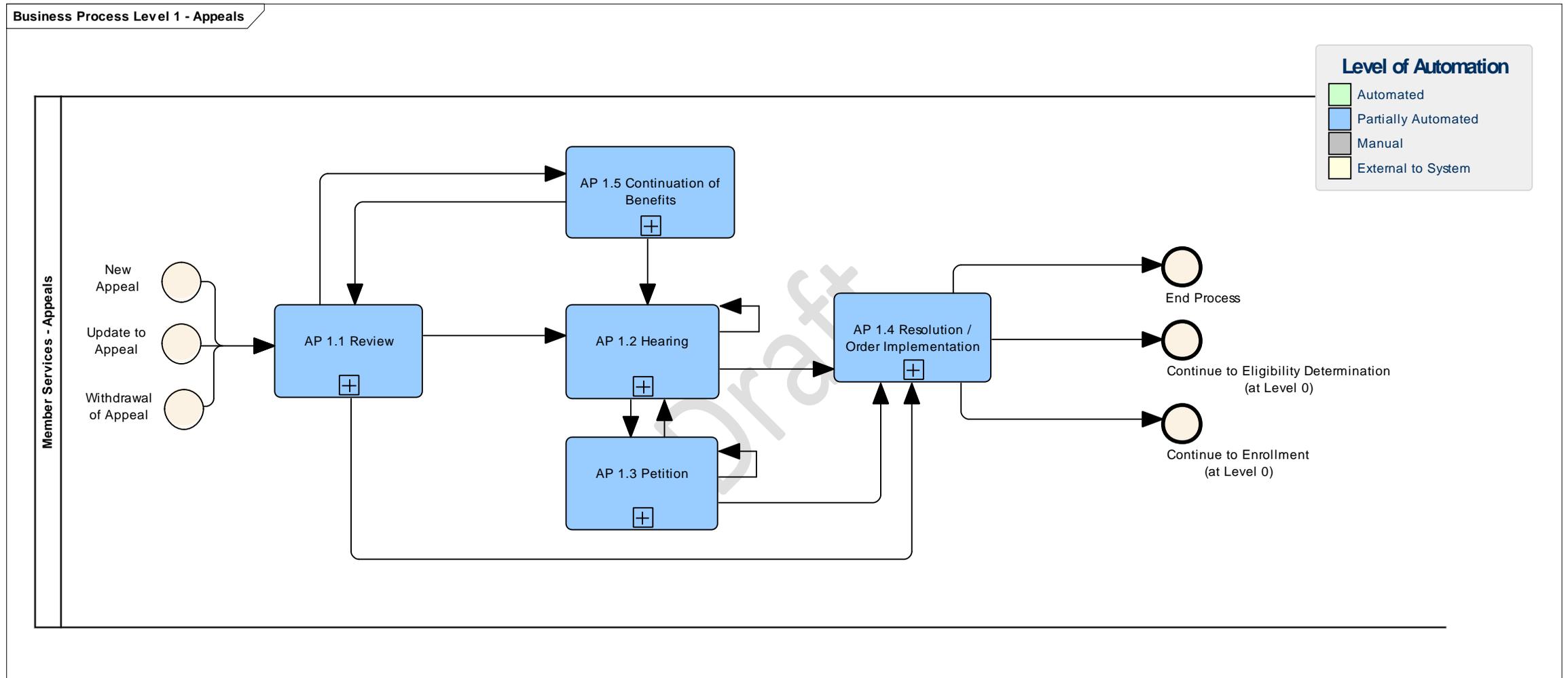
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5423 Level 2: ED 1.11 Non-MAGI Financial Verification



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5431 Level 1: Appeals



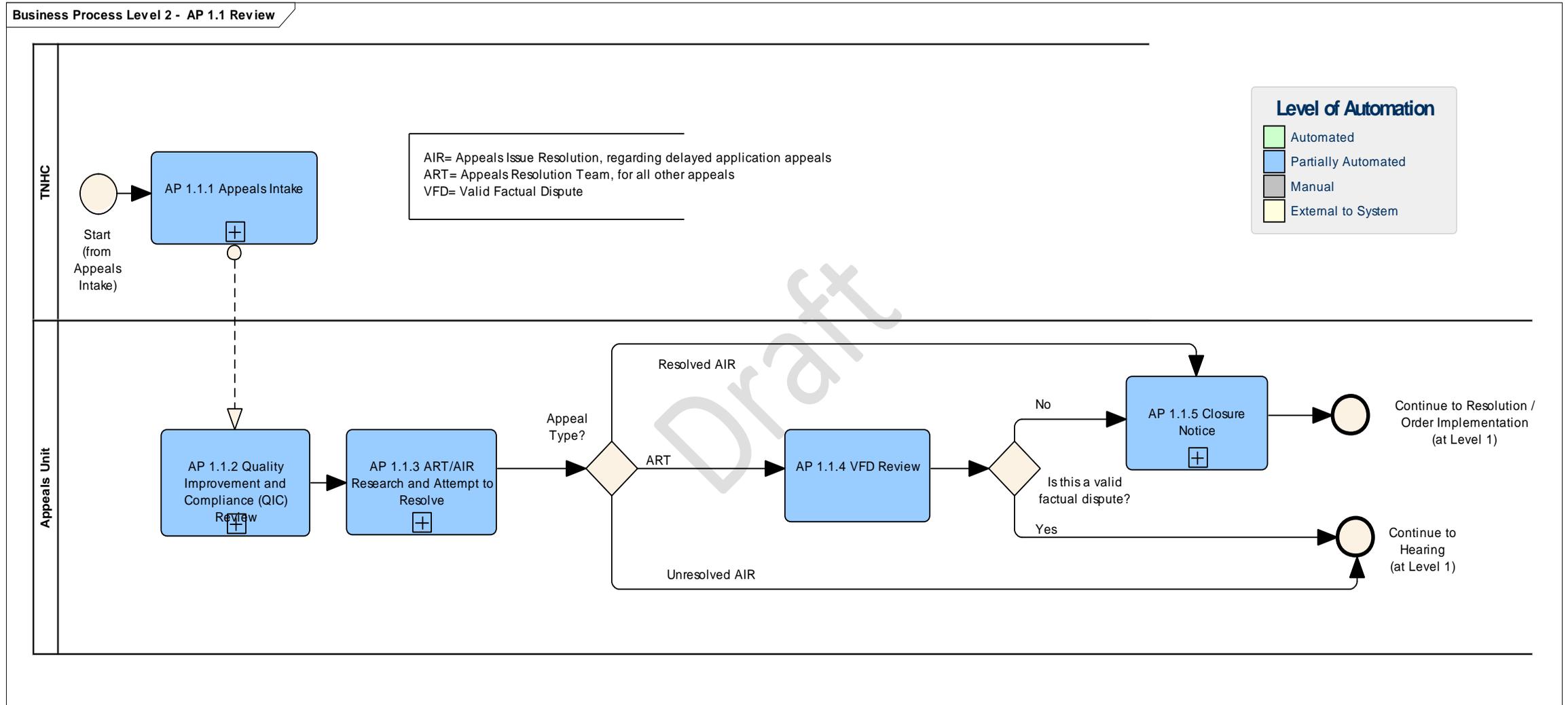
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5436 Level 2: AP 1.1 Review

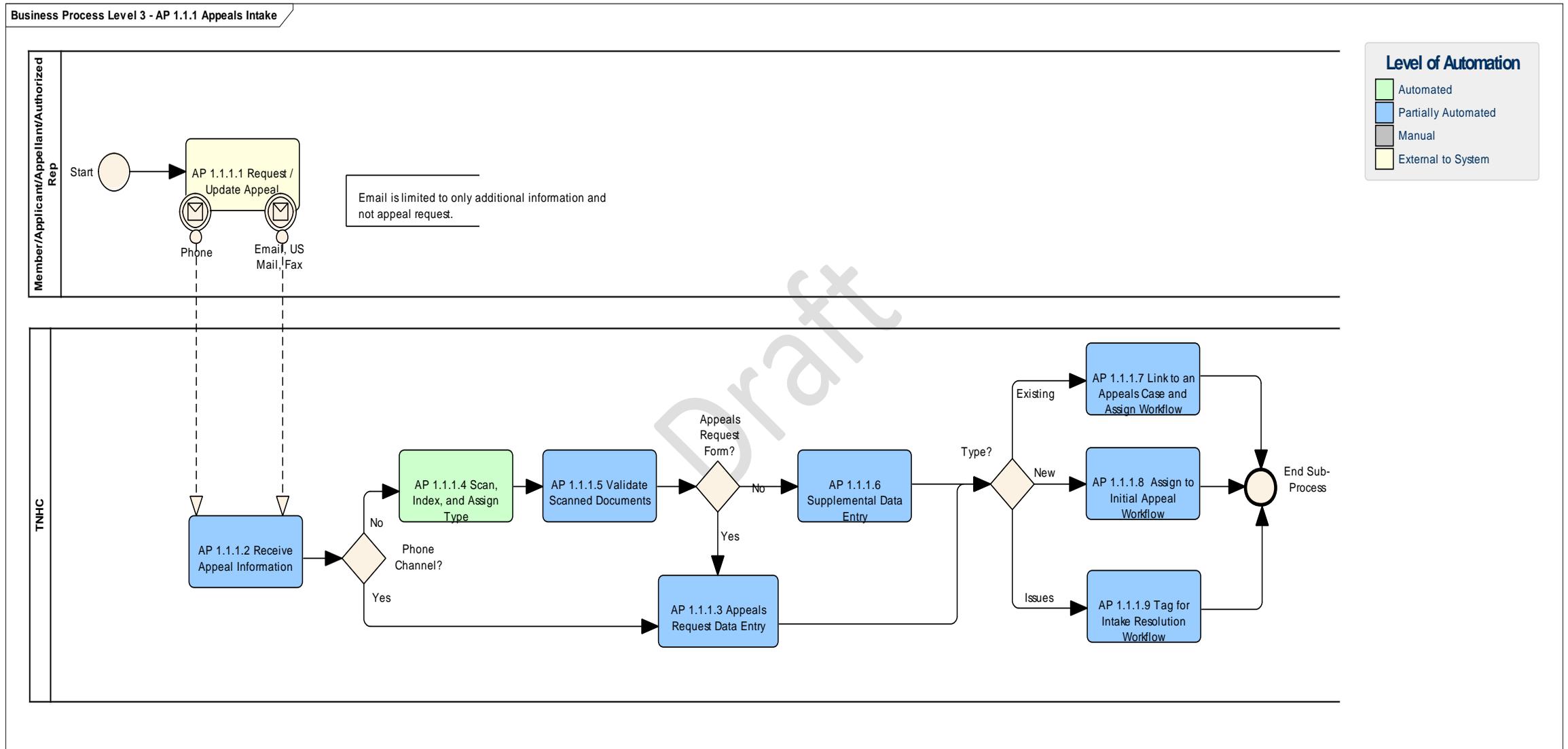


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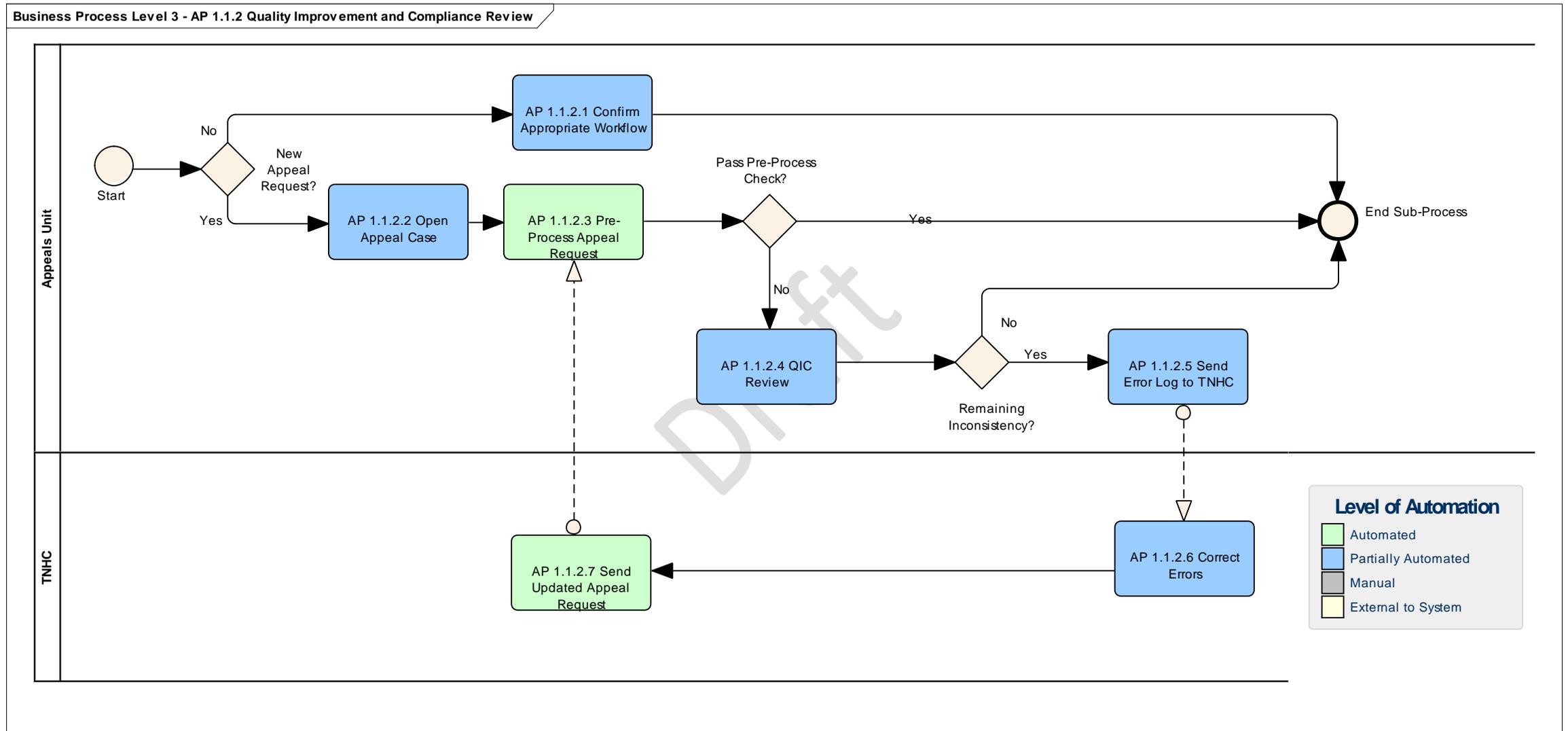
5440 Level 3: AP 1.1.1 Appeals Intake



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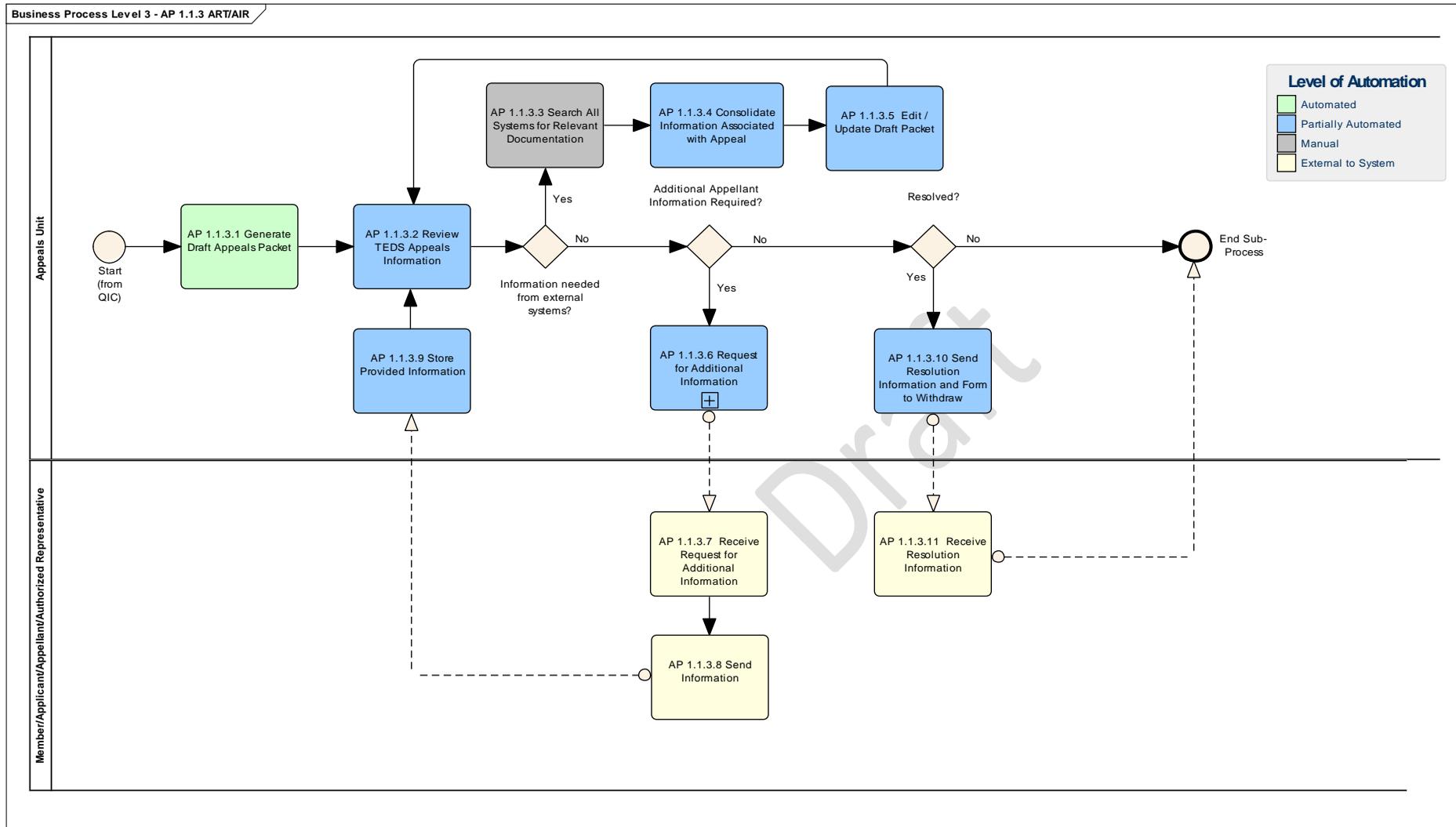
5443 Level 3: Appeals 1.1.2 Quality Improvement and Compliance Review



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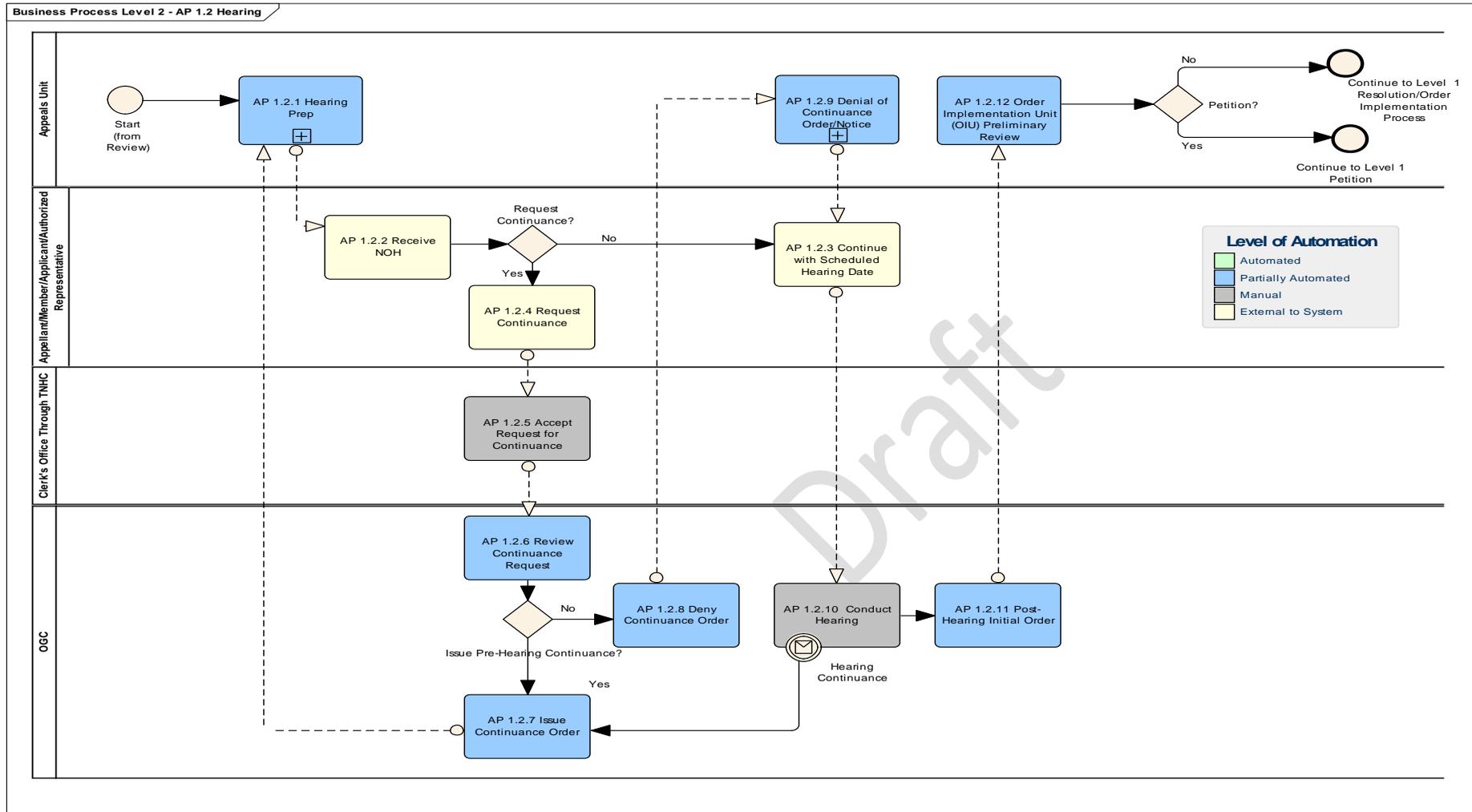
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5446 Level 3: AP 1.1.3 ART/AIR



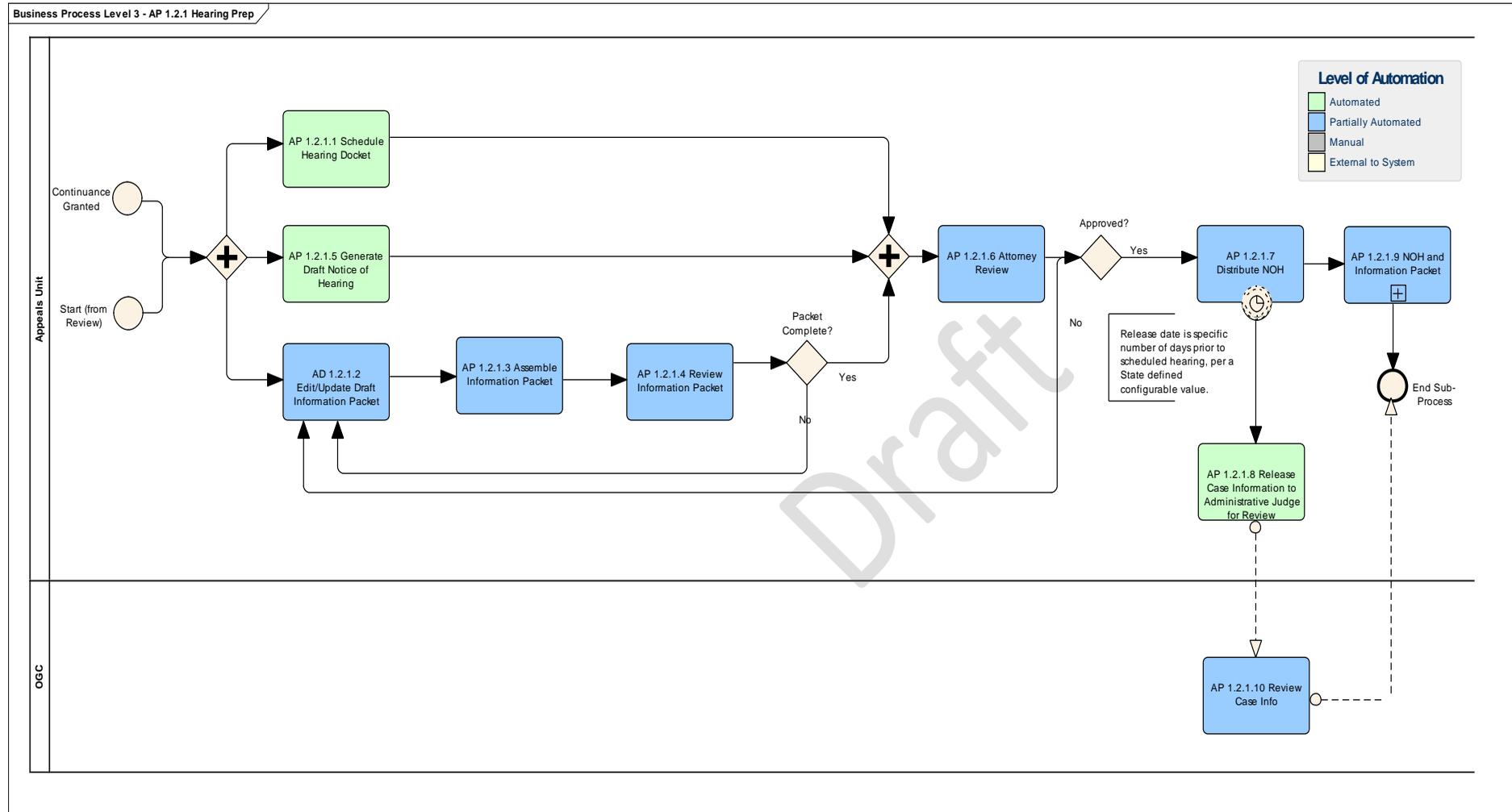
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5449 Level 2: AP 1.2 Hearing



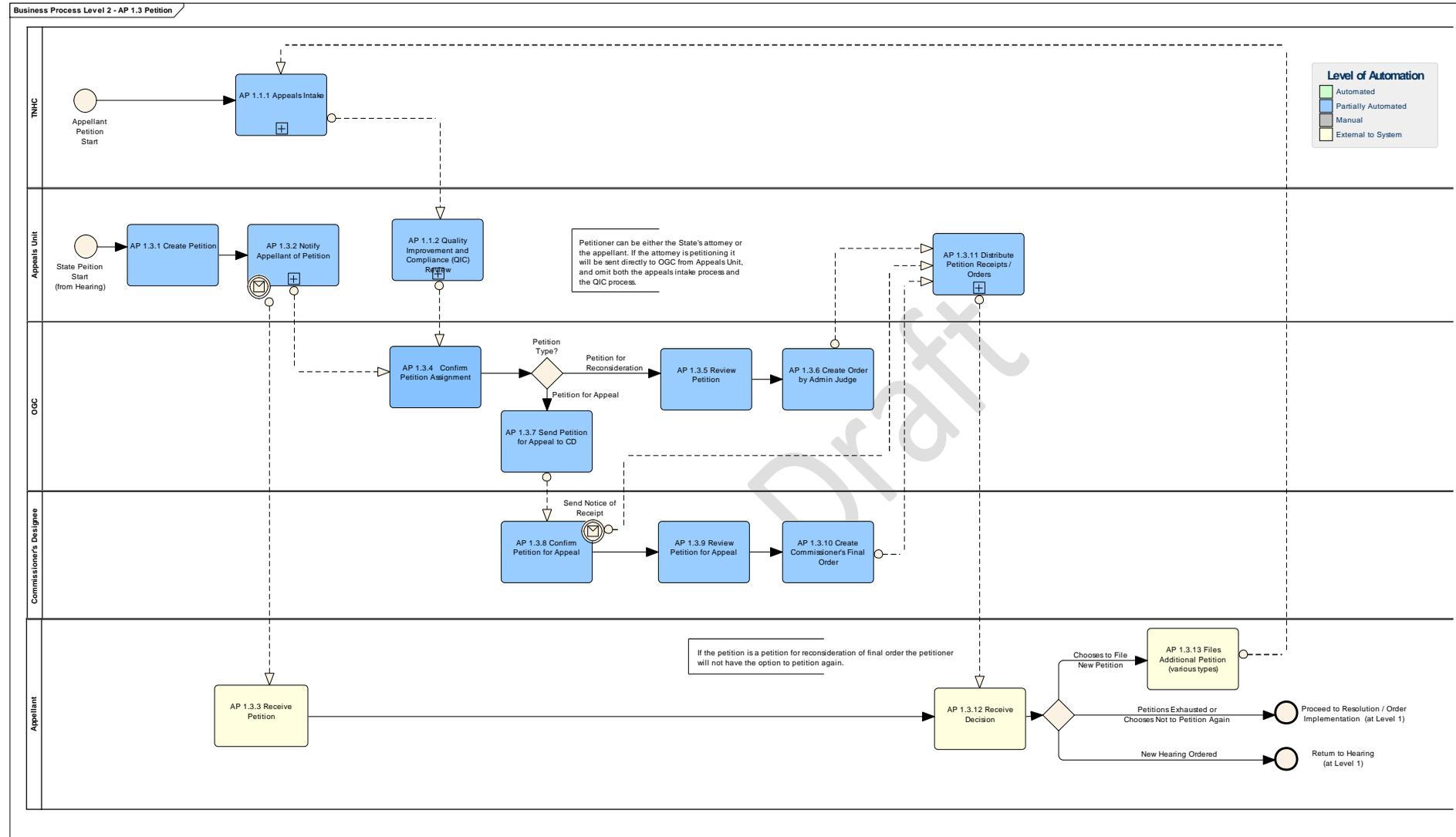
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5452 Level 3: AP 1.2.1 Hearing Prep



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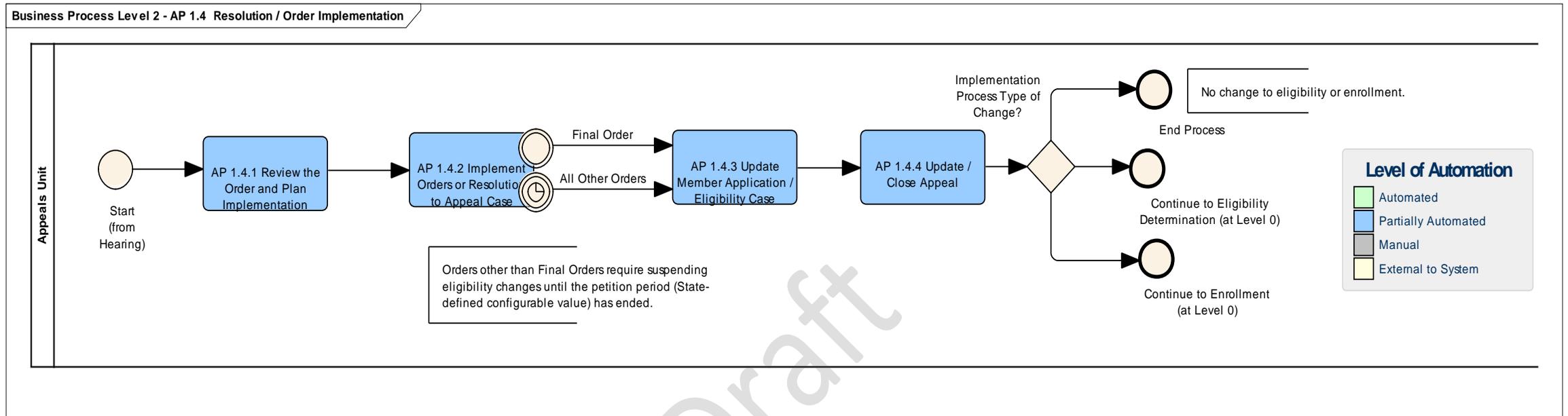
5455 Level 2: AP 1.3 Petition



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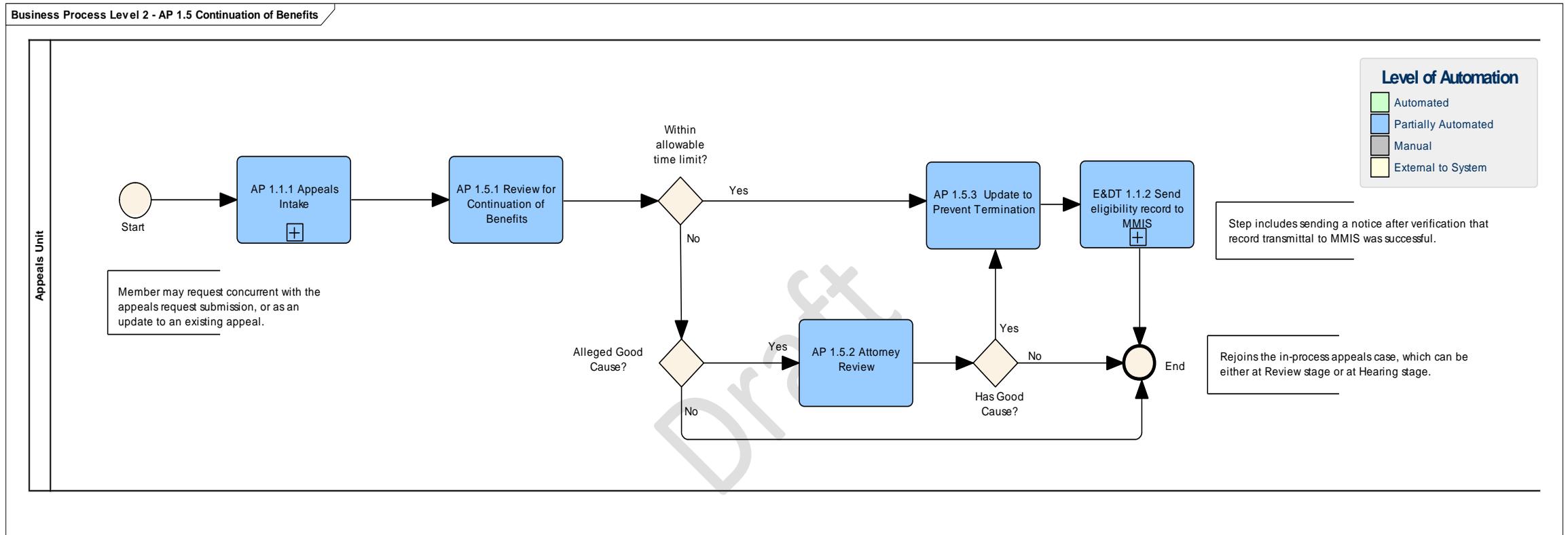
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5458 **Level 2: AP 1.4 Resolution/Order Implementation**



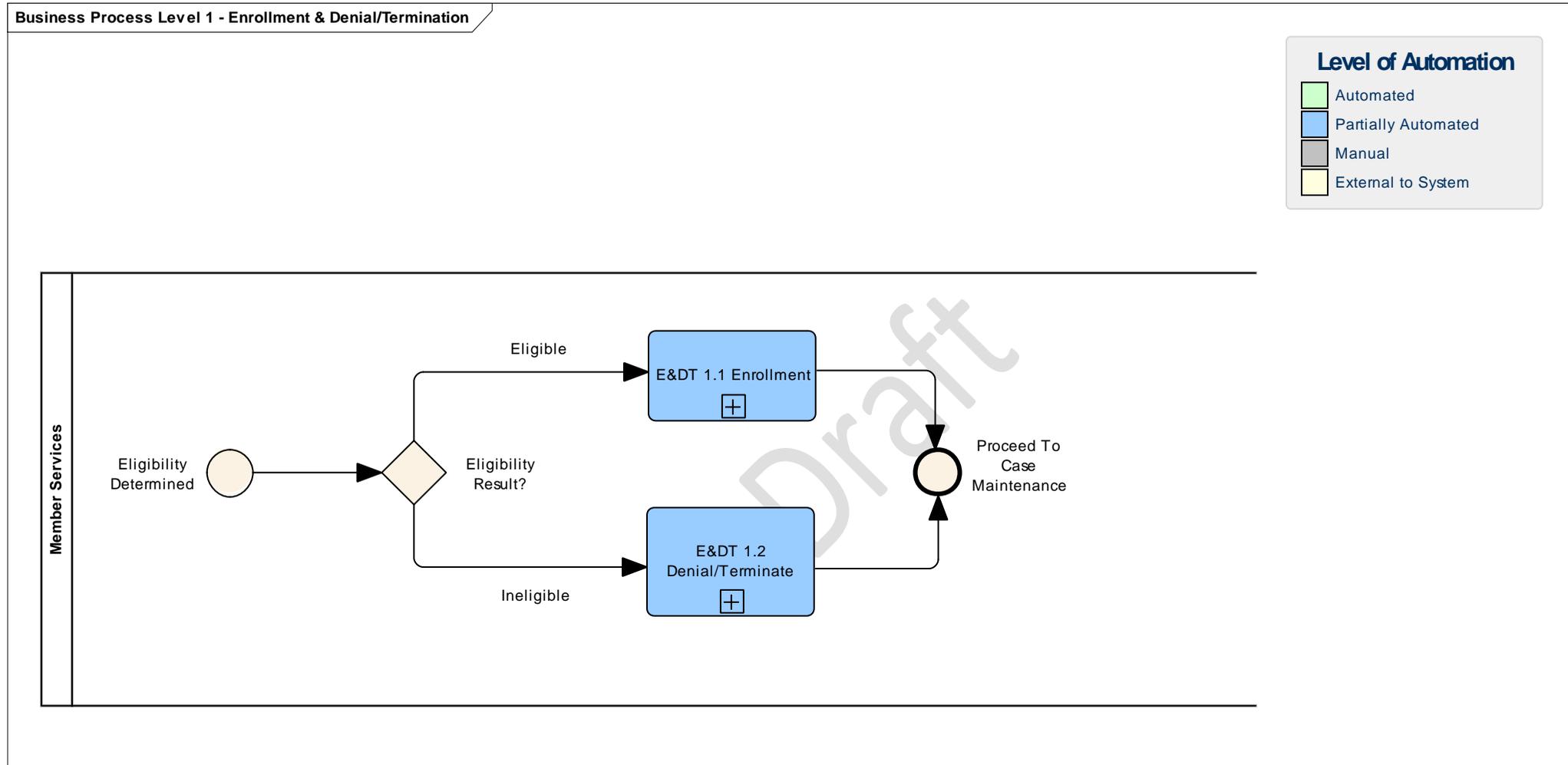
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5471 Level 2: AP 1.5 Continuation of Benefits



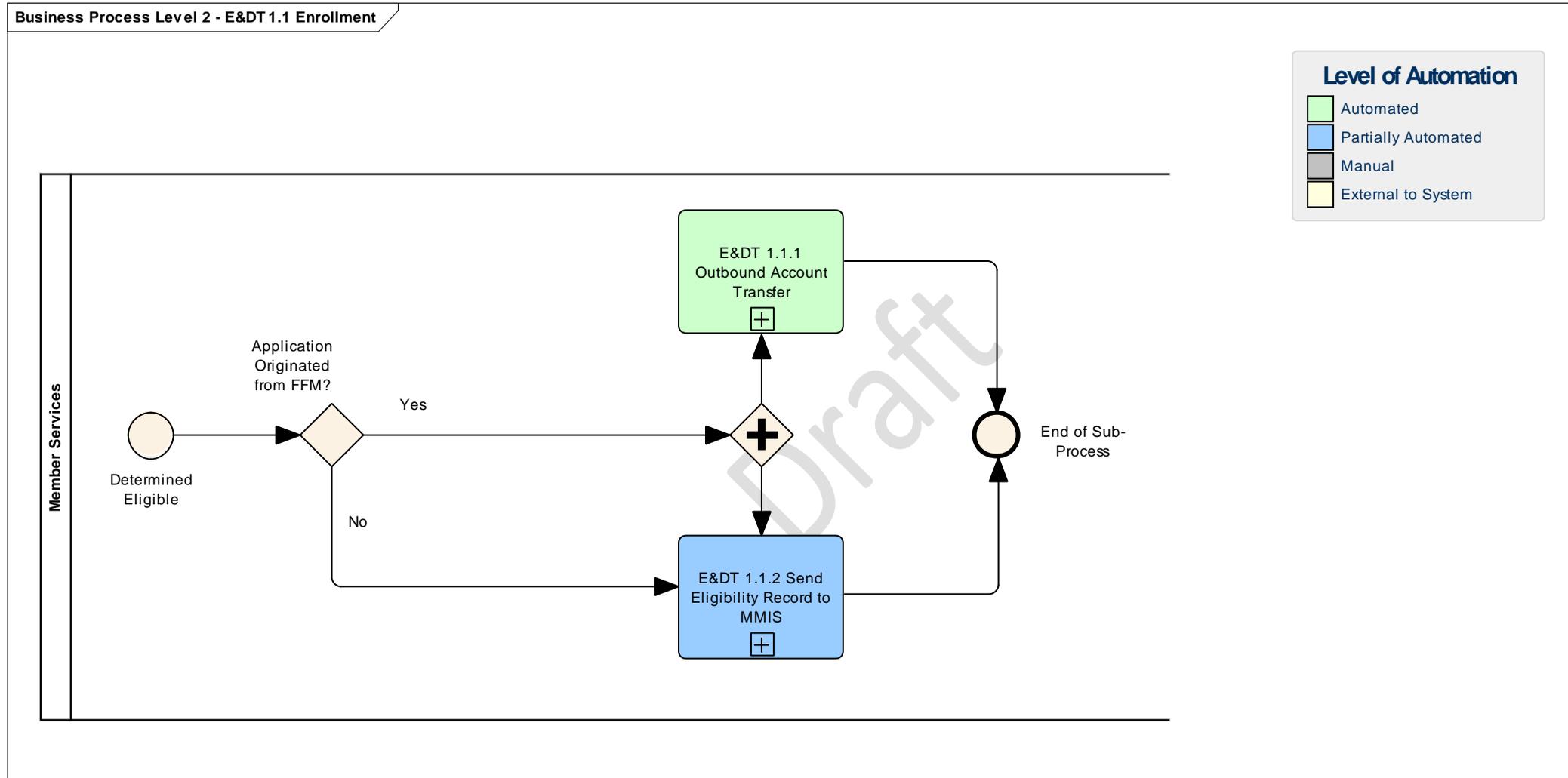
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5479 Level 1: Enrollment & Denial/Termination



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5484 Level 2: E&DT 1.1 Enrollment

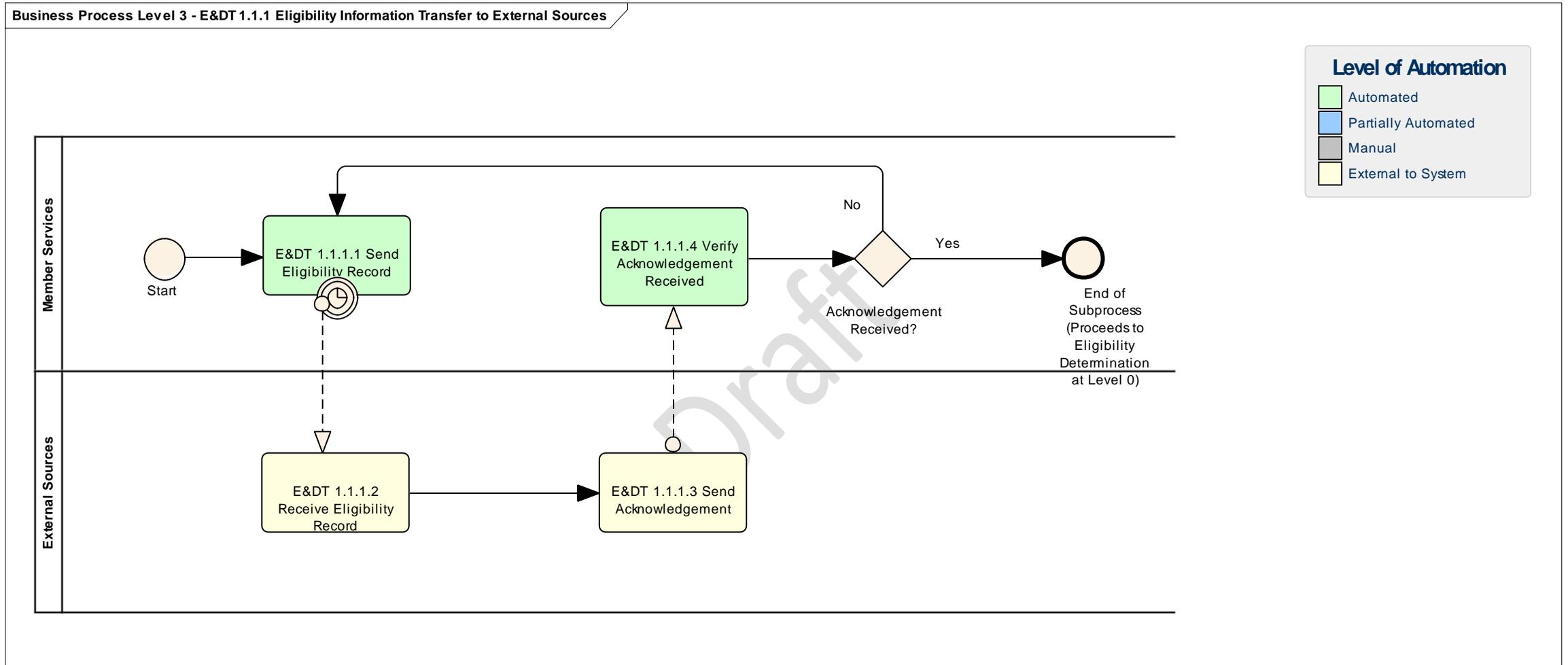


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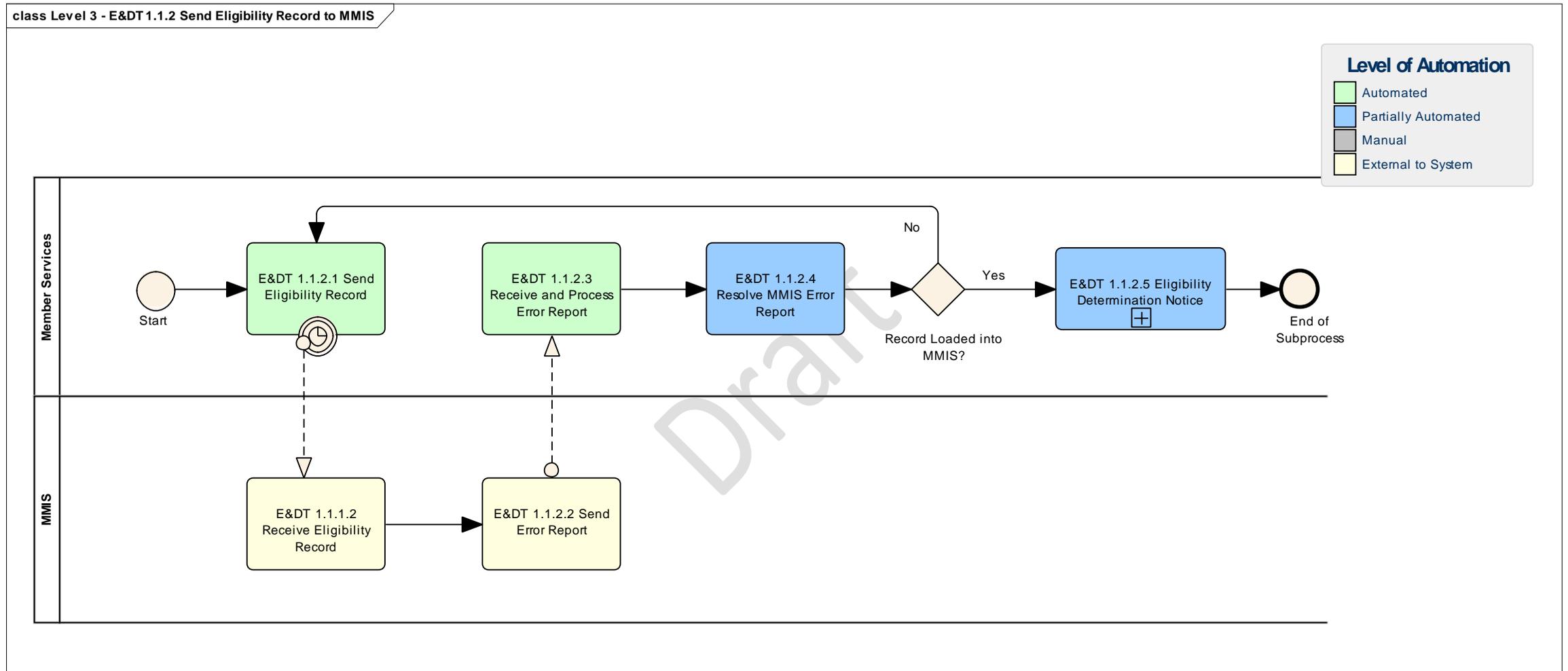
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5488 **Level 3: E&DT 1.1.1 Eligibility Information Transfer to External Sources**



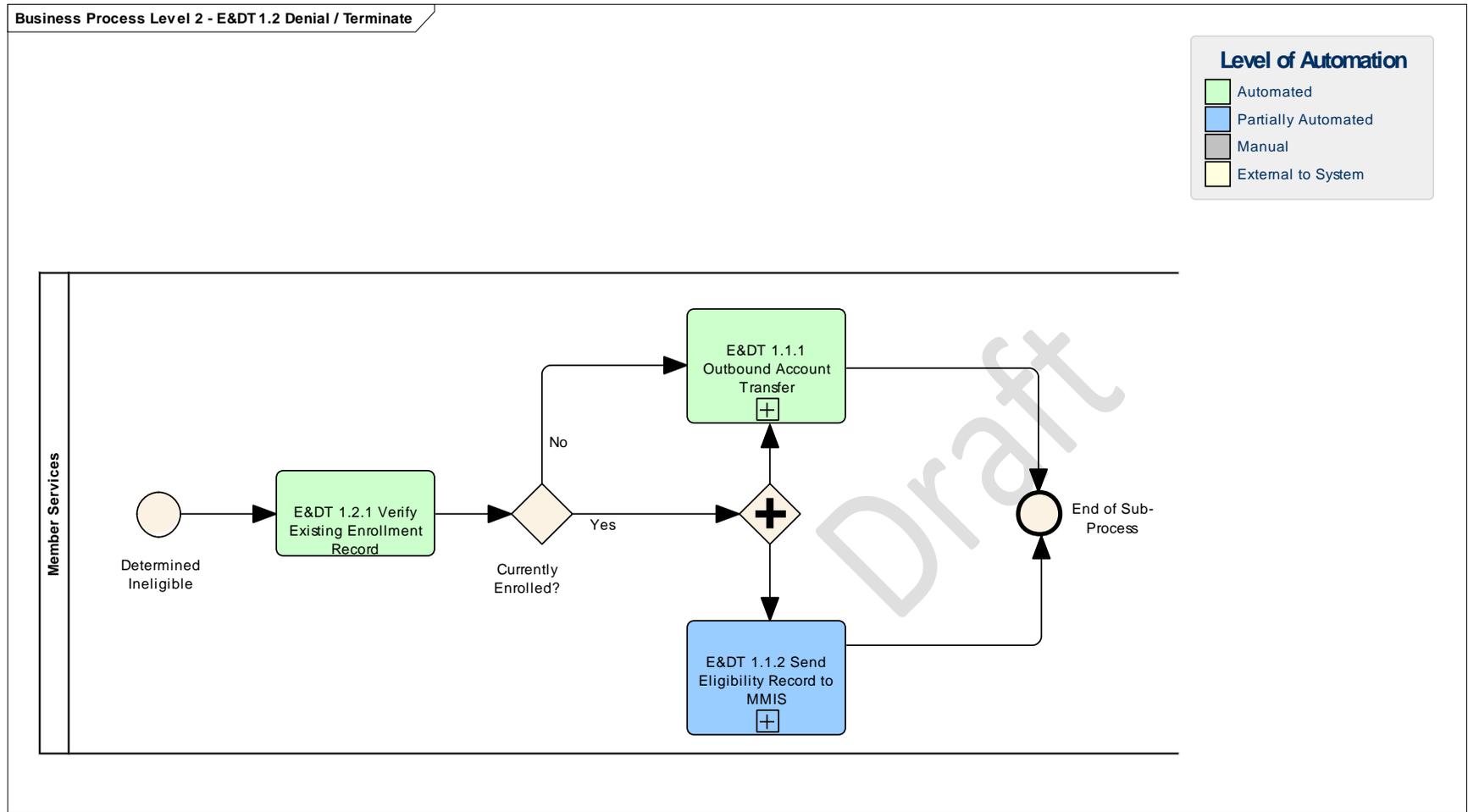
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5493 Level 3: E&DT 1.1.2 Send Eligibility Record to MMIS



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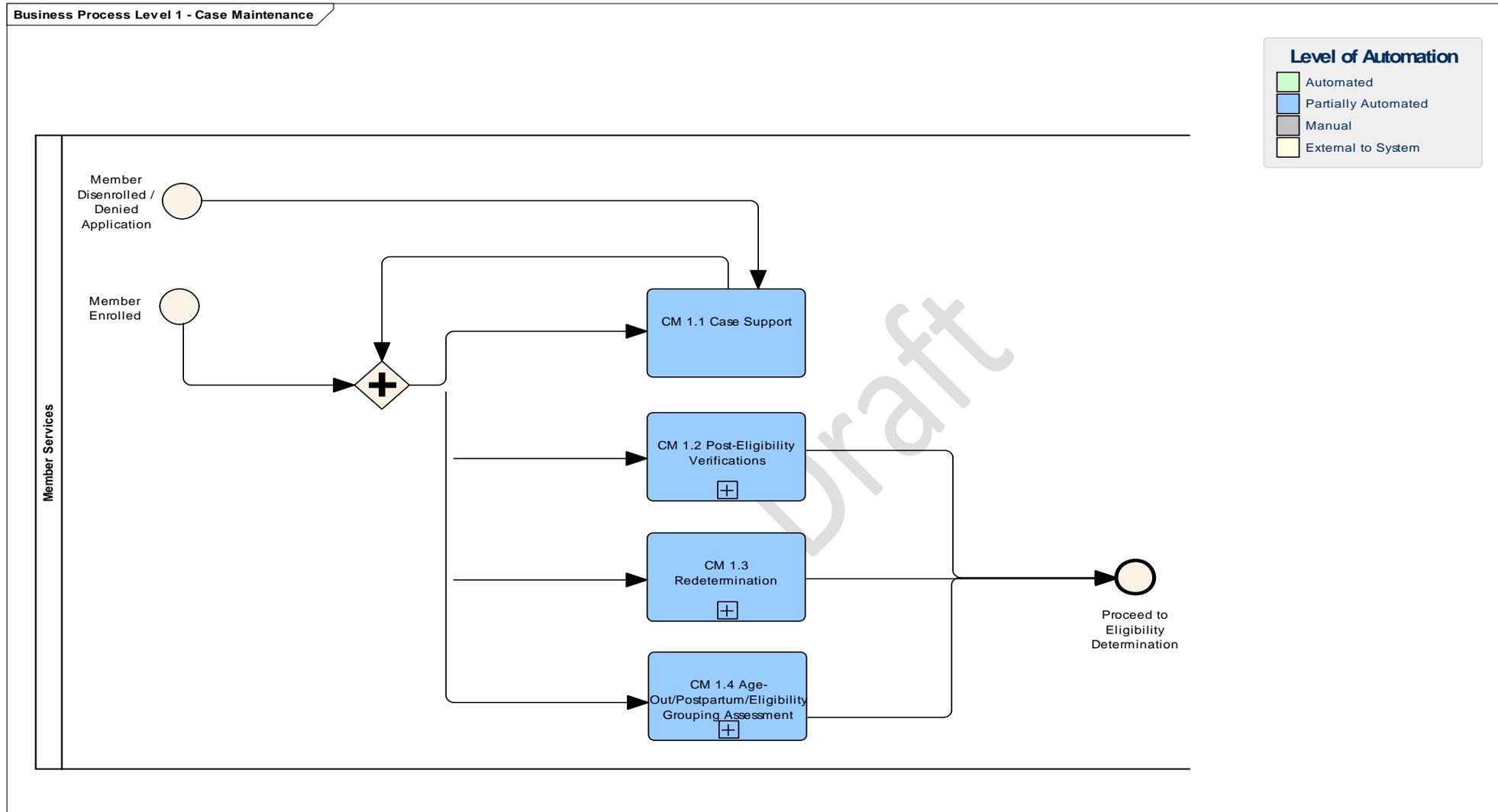
5498 Level 2: E&DT 1.2 Denial/Terminate



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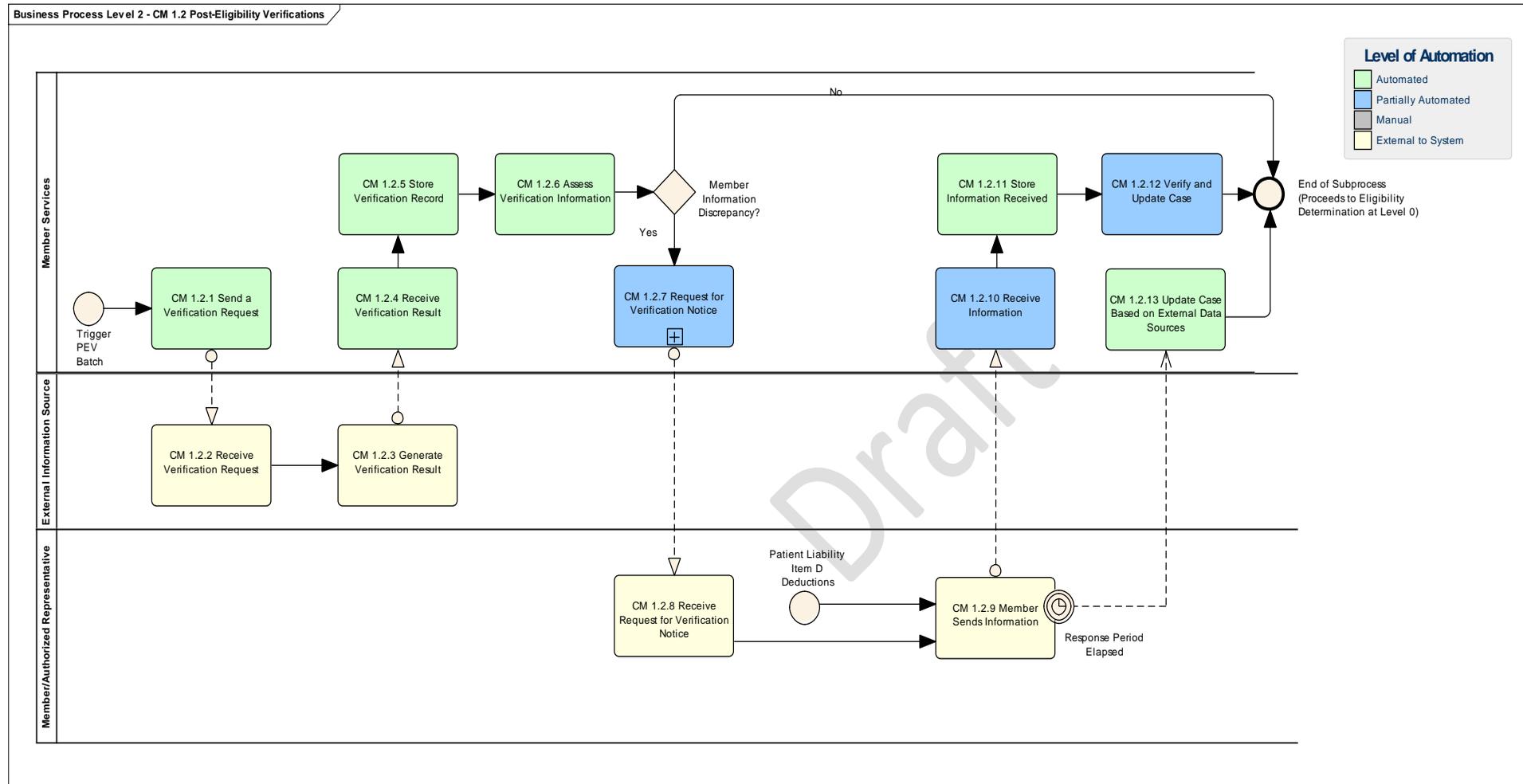
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5501 **Level 1: Case Maintenance**



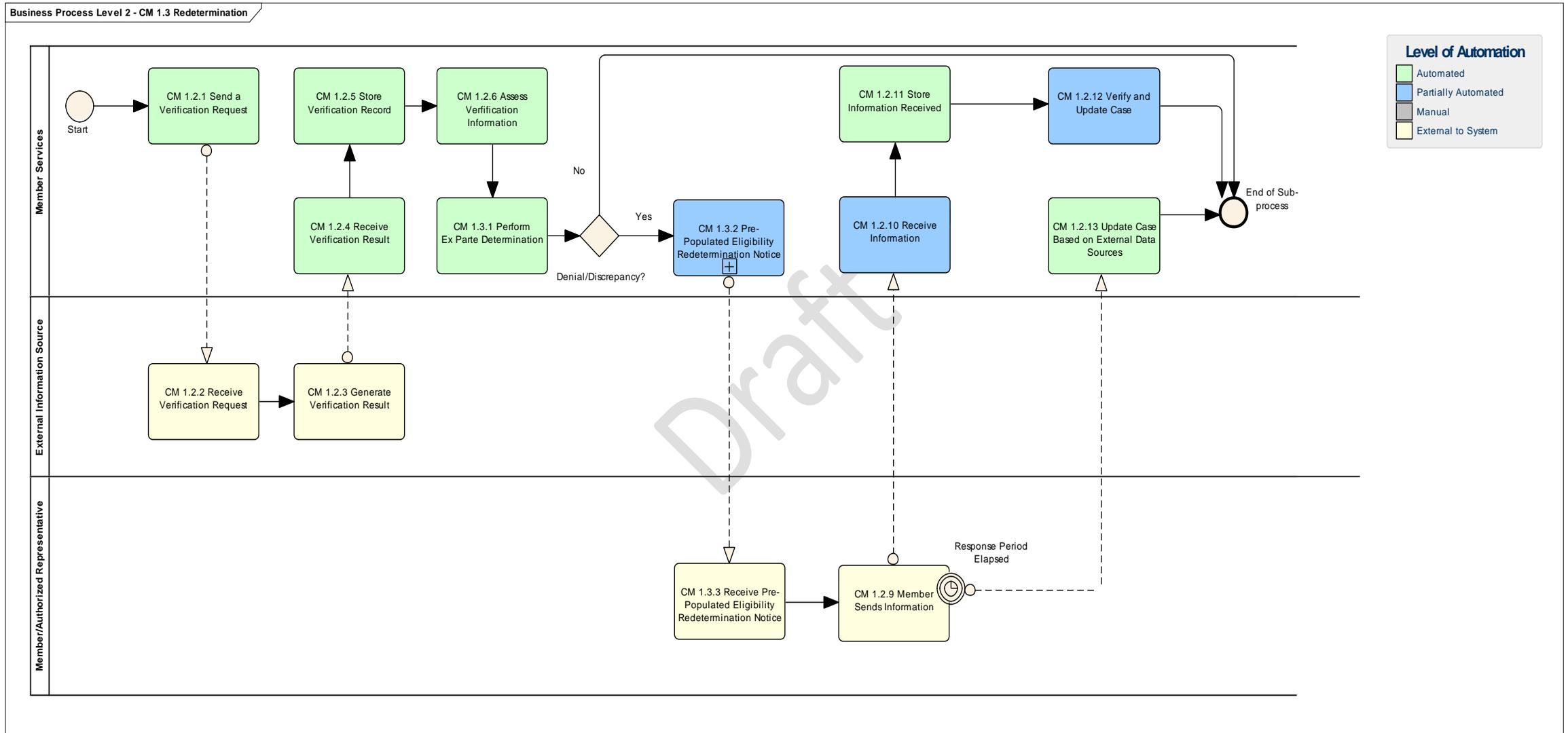
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5504 **Level 2: CM 1.2 Post-Eligibility Verifications**



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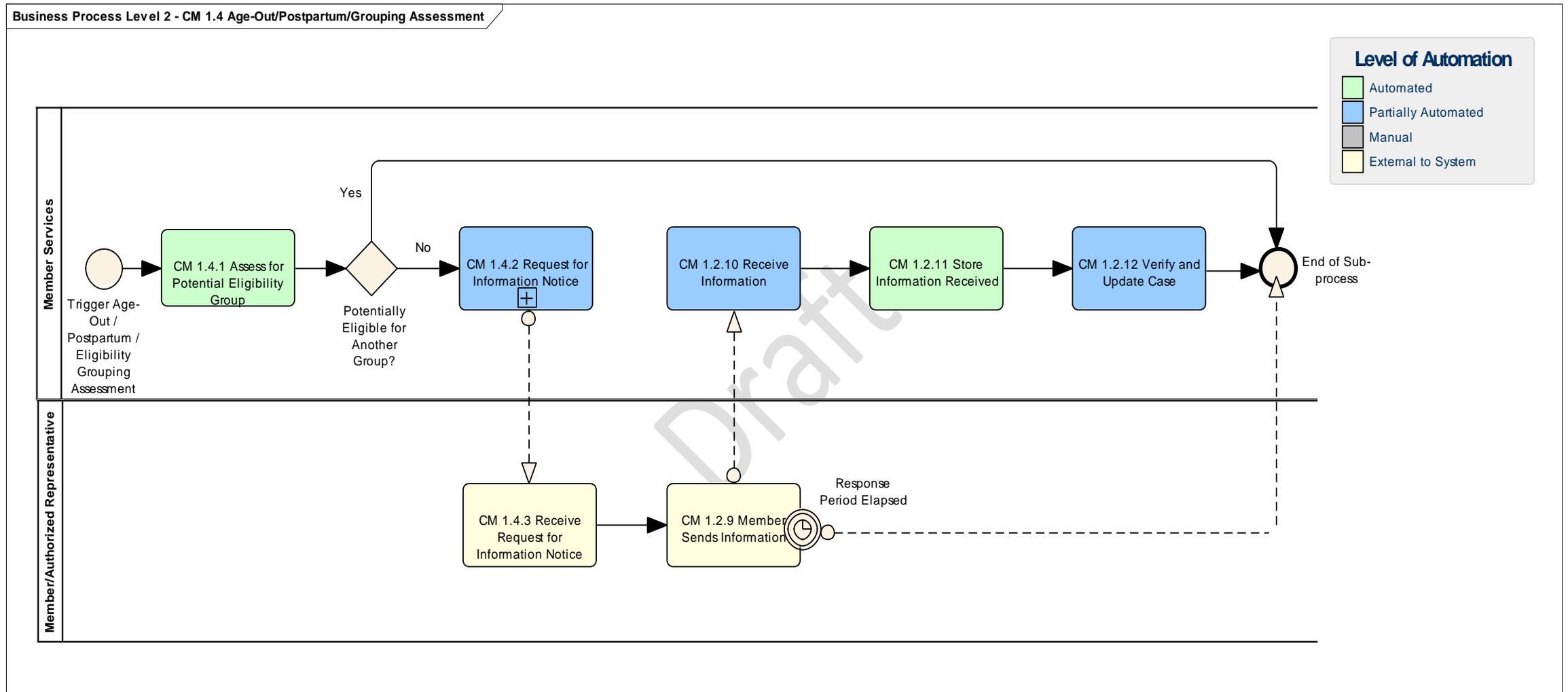
5509 Level 2: CM 1.3 Redetermination



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5512 Level 2: CM 1.4 Age-Out/Postpartum/Grouping Assessment



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**ATTACHMENT N: ADDITIONAL SERVICE LEVEL AGREEMENTS INFORMATION**

Eligibility Modernization Project - Service Level Agreements							
SLA #	Service Level Agreement Category	Service Level Agreement Name	Target Service Level	Description	Liquidated Damage	Measured By	Frequency
1.1	User Support	First Call Resolution	≥70%	The amount of calls to the TN help desk that result in a resolution on the first call.		Contractor	Monthly
1.2	User Support	Customer Surveys Reporting Satisfied or Higher	≥90%	Survey results from calls to the help desk.		Contractor	Monthly
1.3	User Support	Training Surveys Reporting Satisfied or Higher	≥90%	Survey results from training materials/sessions.		Contractor	Monthly
2.1	Production Services	Account Transfers	≤24 hours	Provide notification of type, category, success / fail, number of account transfers processed.	The damage that may be assessed shall be one hundred dollars (\$100) per day per provider that notifications are not generated.	Contractor	As needed

Eligibility Modernization Project - Service Level Agreements							
SLA #	Service Level Agreement Category	Service Level Agreement Name	Target Service Level	Description	Liquidated Damage	Measured By	Frequency
2.2	Production Services	Batch Submittals	≤24 hours	Process all batch submittals.	The damage that may be assessed shall be five hundred dollars (\$500) per business day for each batch job.	Contractor	As needed
2.3	Production Services and Output Management	Letter Generation	≤48 Hours of receipt of print files	Ensure letters and notices are produced, printed, folded / inserted, and delivered to the USPS.	The damage that may be assessed shall be five hundred dollars (\$500) per day until correspondence is produced.	Contractor	As needed
3.1	Reporting	Key Files	≤3 days	Files and Performance Reports that are inclusive of the requested information and metrics	The damage that may be assessed shall be five hundred dollars (\$500) per day if not received.	State of TN	Monthly
3.2	Reporting	Transaction Status Reports	≤24 hours	Produce a report that lists the delivery date of all transaction processed, letters generated, interface records processed.	The damage that may be assessed shall be one hundred dollars (\$100) per day for each status report.	Contractor	Daily
3.3	Reporting	Business Rules Management	≤48 hours	Produce current version of the business requirements document.		Contractor	Upon request

Eligibility Modernization Project - Service Level Agreements							
SLA #	Service Level Agreement Category	Service Level Agreement Name	Target Service Level	Description	Liquidated Damage	Measured By	Frequency
3.4	Reporting	Change and Release Report	≤24 hours	Provide monthly reports of all open program changes, including a three (3) month projection of the estimated release plan.	The damage that may be assessed shall be one hundred dollars (\$100) per calendar day for each day the system changes report is not made available timely. If the report is received on time but the information reported is inaccurate or incomplete, the State may assess up to one hundred dollars (\$100) per calendar day until an acceptable report is received.	Contractor	Monthly within 1 week after the end of each month.

Eligibility Modernization Project - Service Level Agreements							
SLA #	Service Level Agreement Category	Service Level Agreement Name	Target Service Level	Description	Liquidated Damage	Measured By	Frequency
3.5	Reporting	Staffing Report	≤24 hours	Provide monthly report of total staff and hours spent by job category.	The damage that may be assessed shall be one hundred dollars (\$100) per calendar day for each day an acceptable report is not received, unless waived by the State. If the report is received on time but the information reported is inaccurate or incomplete, the State may assess up to one hundred dollars (\$100) per calendar day until an acceptable report is received.	Contractor	Monthly staffing report within two weeks after the end of each month (Report shall be cumulative by month for the prior 3 months, including any retroactive updates).
4.1	System Availability and Reliability	System Uptime	≥99.9% available	The availability of the main EMP customer interface. Number of hours that the Contractor web site is operational and is capable of performing all functions. <i>Note: ≤ 43.2 minutes of allowable downtime for 30-day month</i>		Contractor	Monthly

Eligibility Modernization Project - Service Level Agreements							
SLA #	Service Level Agreement Category	Service Level Agreement Name	Target Service Level	Description	Liquidated Damage	Measured By	Frequency
5.1	System Response	Electronic Transactions	≤24 hours	Process, produce, submit all outputs and interface feeds after receiving.	The damage that may be assessed shall be five hundred dollars (\$500) per transaction per day if not processed.	Contractor	As needed
6.1	Technical Operations	Disaster Recover Testing	≤1 week of scheduled date	Conduct demonstration of Disaster Recovery Plan / Business Continuity (BC / DR)	The damage that may be assessed shall be one hundred dollars (\$100) per calendar day beginning the first (1st) day of the month in which the disaster recovery capabilities were scheduled to have been demonstrated until the demonstration is complete and approved by the State.	Contractor	Twice yearly

Eligibility Modernization Project - Service Level Agreements							
SLA #	Service Level Agreement Category	Service Level Agreement Name	Target Service Level	Description	Liquidated Damage	Measured By	Frequency
6.2	Technical Operations	Technical Roadmap	≤1 week of scheduled date	Submit an Annual Roadmaps for technical upgrades, enhancements, technology currency, product currency.	The damage that may be assessed shall be one hundred dollars (\$100) per calendar day for each day an acceptable Annual Business Plan is not timely received.	Contractor	Annual
6.3	Technical Operations	Service Management Tools	≤24 hours of request	Continuous access to all EMP solution and monitoring related services (service requests, incidents, problems, known errors, changes, releases, and configuration items) through a central portal. Access shall be granted or enhance to new and existing users within 24 hours of receiving appropriate approvals.		Contractor	As needed

Eligibility Modernization Project - Service Level Agreements							
SLA #	Service Level Agreement Category	Service Level Agreement Name	Target Service Level	Description	Liquidated Damage	Measured By	Frequency
6.4	Technical Operations	Incident Response Time	Time to Initial Response Target: Low priority – 4 Business hours $\geq 85\%$ Medium priority – 2 Business hours $\geq 85\%$ High priority – 1 Clock hour $\geq 95\%$ Critical priority – 30 Clock minutes $\geq 95\%$	Initial incident response measures the proposer's efforts to respond to incidents within the SLA based upon critical, high, medium, and low priorities. * Business hours = 8:00 a.m. – 5:00 p.m., Monday – Friday, except State holidays Clock hours = clock time		Contractor	As needed
6.5	Technical Operations	Problem Resolution	Total Time to Resolution Target: Low priority - 3 Business days $\geq 90\%$ Medium priority - 1 business day $\geq 90\%$ High priority - 5 Clock hours $\geq 90\%$ Critical priority - 3 Clock hours $\geq 95\%$	Problem resolution time measures the contractor's efforts to resolve problems within the timelines based upon critical, high, medium, and low priorities. * Business hours = 8:00 a.m. – 5:00 p.m., Monday – Friday, except State holidays		Contractor	As needed

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## 5516 ATTACHMENT O: REQUIREMENTS TRACEABILITY OVERVIEW & MATRIX

### 5517 5.56 Functional Requirements Overview

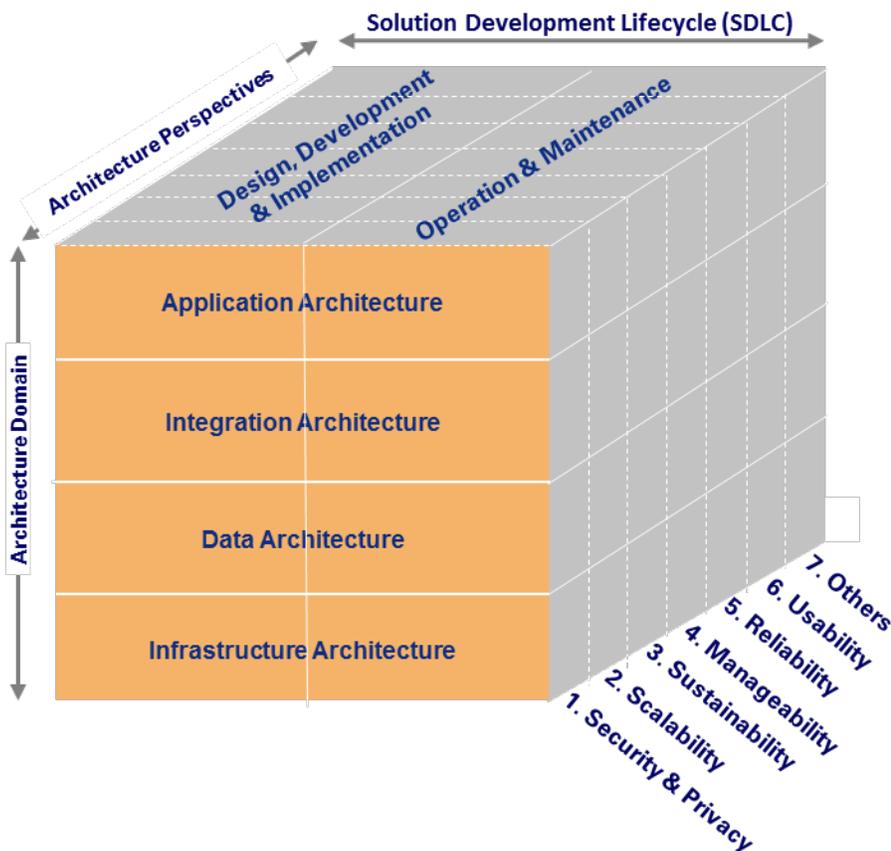
- 5518 5.56.1 Functional requirements define the expected functionality of the product or system to be created.  
 5519 The State expects the Contractor to describe their approach to designing, developing, and  
 5520 implementing Functional Requirements that supports their Technical Approach to EMP within a  
 5521 Functional Detailed Design document.
- 5522 5.56.2 The functional requirements for the EMP systems are categorized into the following sections  
 5523 listed below:
- 5524 5.56.2.1 Intake - The requirements detail the various channels and pathways that applications  
 5525 shall take within the solution, the goal of which is to automate processes in order to  
 5526 create efficiencies and maintain a high level of compliant service.
- 5527 5.56.2.2 Eligibility Determination - The requirements detail a fully automated rules engine that  
 5528 interfaces with the data sources to validate and verify the financial and non-financial  
 5529 information provided and determine eligibility for different programs real-time or near  
 5530 real-time by using the data provided by the applicant.
- 5531 5.56.2.3 Enrollment, Denial, Redetermination, and Termination - The requirements detail the  
 5532 workflow and interactions needed for the enrollment, denial, redetermination and  
 5533 eligibility termination processes, including communicating these decisions to the  
 5534 applicant and the external sources.
- 5535 5.56.2.4 Case Maintenance - The requirements detail how the solution shall facilitate the  
 5536 processes of responding to and resolving inquiries for applicants and beneficiaries.
- 5537 5.56.2.5 Appeals - The requirements detail how applicants and members shall be able to submit  
 5538 a request for an appeal based on their eligibility determination and to request a hearing  
 5539 The solution shall capture information to produce a comprehensive and objective history  
 5540 of the Appeals and Hearings process and all decisions rendered.
- 5541 5.56.2.6 Alerts - The requirements detail the mechanism to generate and forward notification to  
 5542 internal and external resources.
- 5543 5.56.2.7 Reports - The requirements detail the mechanisms and methodologies that shall be built  
 5544 to extract relevant information and build reports according to their specifications. The  
 5545 solution's reporting capabilities are founded on user friendliness and adaptability. It shall  
 5546 produce raw data and polished reports, from the individual- to summary-level, to  
 5547 conform to State and Federal mandates in the present and in the long-term.
- 5548 5.56.2.8 Workflow Management - The requirements detail how cases and/or tasks shall travel  
 5549 through the solution from inception to resolution. A case and/or task may require the  
 5550 attention of multiple staff before it is fully completed. The Solution shall ensure that this  
 5551 happens in an expedient manner based on the appropriate hierarchies. The Workflow  
 5552 Management component of the solution shall help to eliminate redundant work and allow  
 5553 the State to streamline operations
- 5554 5.56.2.9 Quality Management - The requirements detail the quality control processes needed for  
 5555 compliance with the state and federal quality standards and to facilitate with the quality  
 5556 audits.
- 5557 5.56.2.10 Audit - The requirements detail the solution's capability to store historical information on  
 5558 changes made to data, workflows, and business rules in a viewable audit trail.

5559 5.56.3 The details of the Functional Requirements for each of these sections are detailed in the  
 5560 Requirement Traceability Matrix, Attachment O.1. The requirements are also aligned to the  
 5561 process flow/activities of each section.

5562 **5.57 Technical Requirements Overview**

5563 5.57.1 Proposed Ability to Meet St. Of TN Requirements (Non-Functional Requirements)

5564 5.57.1.1 Non-functional Requirements (Attachment O.2) are defined as those requirements that  
 5565 speak not to the business requirements or the functionality that must be delivered in a  
 5566 Solution but rather the specific technical requirements that must exist in the Solution to  
 5567 deliver the business functionality, the operational objectives and KPIs of the Solution,  
 5568 and the methodology and processes to manage the system delivery and operations.  
 5569 These requirements are illustrated in following three dimensional cube:



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 5573 5.57.2 As identified in the Figure above, Organization of Non-Functional Requirements, the following  
 5574 categories shall be addressed and expanded upon in the Non-Functional Detailed Design  
 5575 document:

5576 5.57.2.1 Architecture Domains

5577 5.57.2.2 Architecture Perspectives

5578 5.57.2.3 Solution Development Lifecycle (SDLC)

- 5579 5.57.3 Each category has been divided into subcategories as detailed below. Each subcategory has  
5580 its own tab in the Non-Functional Requirements RTM that is the mandatory RFQ submission.
- 5581 5.57.3.1 Architecture Domains
- 5582 a) Application Architecture - The Application Architecture identifies the Solution's  
5583 components and the relationships between them to deliver services to  
5584 stakeholders.
- 5585 b) Integration Architecture - Provision for compliance with interoperability standards  
5586 such as use of adaptable and open interfaces through an Enterprise Service Bus  
5587 (ESB) with internal and external systems while implement controls required to  
5588 protect sensitive data.
- 5589 c) Data Architecture - Data Architecture takes a holistic view of the data used across  
5590 the Solution with a goal to identify requirements for store, access, movement and  
5591 management of data to maintain confidentiality, integrity, and availability (CIA) of  
5592 data.
- 5593 d) Infrastructure Architecture - Infrastructure Architecture requirements describe the  
5594 state hosting environments, data centers and disaster recovery configuration to  
5595 support the Solution. The Contractor needs to navigate the State organizational  
5596 landscape and coordinates the DDI and operation activities with STS and other  
5597 service providers to meet the Solution's schedule targets.
- 5598 5.57.3.2 Architecture Perspectives
- 5599 a) Security and Privacy – The security and privacy requirements address the needs to  
5600 protect privacy and security of member information in accordance with Federal and  
5601 State regulation and policy mandates (e.g., ACA, IRS 1075 and HIPAA etc.). The  
5602 Contractor shall describe the methodology and associated tools required for  
5603 providing secure system as defined by various Federal and State regulations and  
5604 policies and industry standards. This includes procedures for system and data  
5605 security, monitoring and auditing security for breach, identifying, and escalating  
5606 security incidents. It also includes requirements to secure the privacy of the data as  
5607 defined by various State and Federal policies and procedures. Refer to the  
5608 Attachment G Section A.16 Security and Privacy for details of the State's security  
5609 compliance strategy and the Contractor's responsibilities in achieving compliance.  
5610 The requirement provides for the Contractor to supply data classification services  
5611 for the entire solution including EMP data, data from external sources, and  
5612 upstream / downstream data flows.
- 5613 b) Accessibility – The Contractor shall be responsible for ensuring appropriate  
5614 Accessibility standards under section 508 of the Rehabilitation Act or Federal civil  
5615 rights laws are addressed and tested in the proposed Solution.
- 5616 c) Scalability – The Solution will need to be highly scalable and perform to specific  
5617 standards for different type of transactions and user requests. This includes  
5618 abilities to scale horizontally and vertically, abilities to monitor system resources  
5619 and provision additional resources as needed, and abilities to produce systems  
5620 usage reports to support periodical capacity planning.
- 5621 d) Sustainability – The Solution shall be extensible for ease of maintenance and  
5622 response to changing future needs and technologies. The Contractor must use  
5623 conventional technologies that are widely accepted, adopted and are highly  
5624 interoperable with related systems. The Contractor' must include essential actions  
5625 and resources to ensure the endurance of the Tennessee Medicaid Enterprise.  
5626 This requires committed leadership, effective governance and the continuity of  
5627 funding and knowledgeable resources with the critical skills to sustain the  
5628 architecture.

- 5629 e) Manageability – Systems with a high level of manageability are simpler to deploy,  
 5630 test, and interrogate in the production environment. Highly manageable systems  
 5631 provide the operations team with the right amount of quality information about the  
 5632 state of the service provided, and exhibit predictable and non-catastrophic failure  
 5633 modes when under high load or abnormal conditions, even if those conditions have  
 5634 not before been encountered. Manageable systems lend themselves to rapid  
 5635 diagnosis and simple recovery following a problem, because they have been built  
 5636 with operational criteria as first-class concerns.
- 5637 f) Reliability – The Solution as delivered shall be available and free of technical errors  
 5638 at a level agreed in the contract. The Solution shall meet the recovery time  
 5639 objective (RTO), recovery point objective (RPO) and SLAs defined in Attachment G  
 5640 Section A.24.
- 5641 g) Availability - The Solution as delivered shall be highly available and designed with  
 5642 redundant components and fail-over capabilities. The Solution shall meet the  
 5643 requirements of the State business hours (24/7/365) to adequately support the  
 5644 Member and Worker Portals.
- 5645 h) Usability – Requirements proscribe a highly user friendly system that leverages the  
 5646 UX2014 specification as well as other applicable design principles. All are targeted  
 5647 to achieve the goals below
- 5648 o Intuitive Design and/or user interface
  - 5649 o Ease of learning
  - 5650 o Efficiency of use
  - 5651 o Memorability
  - 5652 o Error prevention
  - 5653 o User Satisfaction
- 5654 5.57.4 The details of the Non-Functional Requirements for each of these sections are detailed in the  
 5655 Requirement Traceability Matrix, Attachment O.2.