



STATE OF TENNESSEE
DEPARTMENT OF INTELLECTUAL AND DEVELOPMENTAL DISABILITIES

REQUEST FOR PROPOSALS
FOR
VENDOR SERVICES FOR THE CONFIGURATION AND
IMPLEMENTATION OF THE MICROSOFT DYNAMICS HHS PLATFORM

RFP # 34401-00420

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1. INTRODUCTION

The State of Tennessee, Department of Intellectual and Developmental Disabilities, hereinafter referred to as “the State,” has issued this Request for Proposals (RFP) to define minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State’s process for evaluating proposals and selecting a contractor to provide the needed service.

Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, and persons with a disability, and small business enterprises, opportunity to do business with the state as contractors and sub-contractors.

1.1. Statement of Procurement Purpose

The State shall secure services to design, configure and implement the Microsoft Dynamics HHS platform supporting the management of services, providers and the citizens of Tennessee whom the agency serves. The State shall procure these services for the duration of the *Pro Forma* Contract and other services required to complete activities and deliverables as specified in *Pro Forma* Contract for each phase of the project, including: initiation, general design, detailed design, development, user acceptance testing, implementation and post-implementation support.

1.1.1. The State maintains a document entitled State of Tennessee Enterprise Architecture (otherwise known as the “Technology Architecture”). This document provides a list of State-standard hardware and software and will be the basis for determining which proposed products are deviations from State standards. If Proposers wish to propose any products which do not appear in the Technology Architecture, Proposers should make formal requests to do so during the Written Comments process described in RFP Section 1.4.4.

The vendor may request a copy of the Technology Architecture by submitting a written request (an email will suffice) to the RFP coordinator listed in RFP Section 1.4.2.1. The content of this document may prompt vendor questions and/or significantly impact the vendor’s proposal; therefore the State encourages interested vendors to request this document and review it carefully prior to the Written Comments Deadline given in RFP Section 2

When a contract is executed pursuant to this RFP, the *State of Tennessee Enterprise Architecture* will be included as *Pro Forma Contract Attachment H*.

1.1.2. If the Proposer intends to request any exceptions to State Standard products as defined in the Technology Architecture, these exception requests should be submitted in writing. State receipt of the written exception requests should be no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events. See RFP Attachment 6.6, Exception Requests to State Standards – Prior to Proposal Submission, for more detail

1.2. Background

The mission of the Department of Intellectual and Developmental Disabilities is to employ person centered practices to lead the service delivery system of support and increase the quality of life for Tennesseans with intellectual and developmental disabilities. Currently, the Department of Intellectual and Developmental Disabilities (DIDD) relies heavily on paper based, labor intensive and manual processes and some disparate computer applications to support this mission. This has resulted in a lack of standardized processes, silos of information

and concerns regarding data integrity and reporting. To address these issues, DIDD has conducted multiple business reviews that has identified several business objectives. Project Titan has been initiated to address three programmatic areas: Planning, Protection from Harm and Financial Management. The objectives of the project are:

- Support the improvement of protecting program enrollees by implementing a technology solution that reduces manual processes and improves data visibility, thus allowing staff to focus on their primary business goal of keeping people safe
- Improve both Providers and the Department's financial integrity and flexibility by improving service tracking, validating service and financial data at entry into the system and reporting of financial transactions through the use of an integrated technology solution
- Create an electronic Individual Support Plan (ISP) which improves the ability to manage the services and outcomes that are provided to the persons served with a centralized repository and online information collection process

This effort will result in the standardization of processes using workflow and business rules, improvement in the timeliness and accuracy of data collection through online functionality and enhanced data visibility and reporting based on the application of a central data repository. These results are significant to DIDD's efforts to improve the effectiveness and efficiency of its staff and agencies in providing person centered services.

The Department of Intellectual and Developmental Disabilities has procured the Microsoft Dynamic HHS platform on which to construct its solution (*refer to Pro Forma Contract Attachment B - Microsoft Dynamics Product Listing*).

The primary requirements for this project are:

- Manage the accuracy of business information in a common repository
- Provide timely access to business information for DIDD staff, providers and other approved users
- Support the continuous improvement of DIDD's business processes
- Provide access to business users that is user friendly, portable and secure (see *Pro Forma Contract Attachment D - Category Records*)
- Enhance the flexibility of DIDD to respond quickly and efficiently to changes to the business model and improvements in technology
- Improve the utilization of human resources to support the Department's mission

DIDD does not currently possess the resources required to successfully design, configure and implement this solution. Consequently, DIDD will engage a partner with the skill sets to assist in the development, testing and implementation of the solution..

This project, identified as Project Titan (see *Pro Forma Contract Attachment E - Project Charter*) is sponsored by the Commissioner of the Department of Intellectual and Developmental Disabilities and overseen by a Steering Committee of senior executives from both the Departments of Intellectual and Developmental Disabilities, TennCare and Finance & Administration. This Steering Committee is prepared to provide the necessary support and oversight to help ensure the project is a success.

The Department of Intellectual and Developmental Disabilities is partnering with the Business Solutions Delivery (BSD) Division of the Department of Finance & Administration, to provide project management resources for this project.

1.3. **Scope of Service, Contract Period, & Required Terms and Conditions**

The RFP Attachment 6.8., *Pro Forma Contract* details the State's required:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);

- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Proposer must sign.

1.4. **Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. **RFP Communications**

- 1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 34401-00420

- 1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

- 1.4.2.1. Potential proposers must direct communications relating to this RFP to the following person designated as the RFP Coordinator.

Debra Dunn, Director of Contract Services
Department of Intellectual and Developmental Disabilities
500 Deaderick Street, Suite 1500
Nashville, Tennessee 37243
Telephone Number (615) 253-6812
Fax Number (615) 253-6713
debra.dunn@tn.gov

- 1.4.2.2. Notwithstanding the foregoing, potential proposers may contact:

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, women-owned, and small businesses as well as general, public information relating to this RFP; and
- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Brenda Clark
Department of Intellectual and Developmental Disabilities
500 Deadrick Street
615-231-5526
Brenda.Clark@tn.gov

- 1.4.3. Only the State's official, written responses and communications will be binding with regard to this RFP. The State will consider oral communications of any type to be unofficial and non-binding.
- 1.4.4. Potential proposers must ensure that the State receives all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Proposers assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital "postmarking" of a communication or proposal to the State by a specified deadline date will not substitute for the State's actual receipt of a communication or proposal.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the potential proposers from whom the State has received a Notice of Intent to Propose (refer to RFP Section 1.8).
- 1.4.7. The State reserves the right to determine the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State.
- 1.4.8. The State reserves the right to determine the appropriate and adequate responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information; however, it is within the discretion of Proposers to independently verify any information before relying thereon.
- 1.5. **Assistance to Proposers with a Disability**
Potential proposers with a disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Potential proposers may contact the RFP Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6. **Proposer Required Review & Waiver of Objections**
 - 1.6.1. Each potential proposer must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.8., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
 - 1.6.2. Any potential proposer having questions and comments concerning this RFP must provide such in writing to the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
 - 1.6.3. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Comments Deadline.
- 1.7. **Pre-Proposal Conference**

A Pre-Proposal Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-Proposal Conference attendance is not mandatory, and potential proposers may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

Central Procurement Office
William R. Snodgrass
Tennessee Tower, 3rd Floor
Morrow Conference Room
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102

The purpose of the conference is to discuss the RFP scope of services. The State will entertain questions; however, potential proposers must understand that the State's response to any question at the Pre-Proposal Conference shall be tentative and non-binding. Potential proposers should submit questions concerning the RFP in writing and must submit them prior to the Written Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official responses to potential proposers on the date detailed in the RFP Section 2, Schedule of Events.

1.8. Notice of Intent to Propose

Before the Notice-of-Intent-to-Propose Deadline detailed in the RFP Section 2, Schedule of Events, potential proposers should submit to the RFP Coordinator a Notice of Intent to Propose (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate)
- a contact person's name and title
- the contact person's mailing address, telephone number, facsimile number, and e-mail address

A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.9. Proposal Deadline

A proposer must ensure that the State receives a proposal no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposer must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late proposals, and a Proposer's failure to submit a proposal before the deadline will result in disqualification of the proposal.

2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFP Issued		08/08/2012
2. Disability-Accommodation-Request Deadline	2:00 p.m.	08/13/2012
3. Pre-Proposal Conference	10:00 am	08/17/2012
4. Notice-of-Intent-to-Propose Deadline	2:00 p.m.	08/20/2012
5. Written "Questions & Comments" Deadline	2:00 p.m.	08/24/2012
6. State Response to Written "Questions & Comments"		09/06/2012
7. Proposal Deadline	2:00 p.m.	9/14/2012
8. State Completion of Technical Proposal Evaluations		09/21/2012
9. State Schedules Oral Presentations		09/24/2012
10. Oral Presentations		10/04/2012 – 10/5/2012
11. State Opening & Scoring of Cost Proposals	2:00 p.m.	10/08/2012
12. State Evaluation Notice Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	10/12/2012
13. Contract Signing		10/26/2012
14. Contractor Contract Signature Deadline	2:00 p.m.	11/02/2012

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to potential proposers from whom the State has received a Notice of Intent to Propose (refer to section 1.8).

3. PROPOSAL REQUIREMENTS

3.1. Proposal Form

A response to this RFP must consist of two parts: a Technical Proposal and a Cost Proposal.

3.1.1. **Technical Proposal.** The RFP Attachment 6.2., Technical Proposal & Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. The guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical proposal must not include any pricing or cost information. If any pricing or cost information of any type (even pricing relating to other projects), is included in any part of the technical proposal, the State will deem the proposal to be non-responsive and reject it.

3.1.1.1. A Proposer must use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to organize, reference, and draft the Technical Proposal by duplicating the attachment, adding appropriate proposal page numbers as required, and using the guide as a table of contents covering the Technical Proposal.

3.1.1.2. A proposal should be economically prepared, with emphasis on completeness and clarity. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible). All proposal pages must be numbered.

3.1.1.3. All information and documentation included in a Technical Proposal should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.

3.1.1.4. The State may determine a proposal to be non-responsive and reject it if:

- a. the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the RFP Attachment 6.2., Technical Proposal & Evaluation Guide; or
- b. the Technical Proposal document does not appropriately respond to, address, or meet the requirements and proposal items detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide.

3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a proposer fails to submit a cost proposal exactly as required, the State will deem the proposal to be non-responsive and reject it.

3.1.2.1. A Proposer must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.
- 3.1.2.3. A Proposer must sign and date the Cost Proposal.
- 3.1.2.4. A Proposer must submit the Cost Proposal to the State in a sealed package separate from the Technical proposal (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Proposal Delivery

A Proposer must deliver a proposal in response to this RFP as detailed below. The State will not accept a proposal delivered by any other method.

- 3.2.1. A Proposer must ensure that both the original Technical Proposal and Cost Proposal documents meet all form and content requirements detailed within this RFP for such proposals including but not limited to required signatures.
- 3.2.2. A Proposer must submit original Technical Proposal and Cost Proposal documents and copies as specified below.
 - 3.2.2.1. One (1) original Technical Proposal paper document labeled:
“RFP # 34401-00420 TECHNICAL PROPOSAL ORIGINAL”

and five (5) copies of the Technical Proposal each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc labeled:
“RFP # 34401-00420 TECHNICAL PROPOSAL COPY”

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Proposal document and any digital copies may result in the State rejecting the proposal as non-responsive.
 - 3.2.2.2. One (1) original Cost Proposal paper document labeled:
“RFP # 34401-00420 COST PROPOSAL ORIGINAL”

and one (1) copy in the form of a digital document in “PDF/XLS” format properly recorded on separate, blank, standard CD-R recordable disc labeled:
“RFP # 34401-00420 COST PROPOSAL COPY”

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.
- 3.2.3. A Proposer must separate, seal, package, and label the documents and discs for delivery as follows.
 - 3.2.3.1. The Technical Proposal original document and copy discs must be placed in a sealed package that is clearly labeled:
**“DO NOT OPEN... RFP # 34401-00420 TECHNICAL PROPOSAL FROM
[PROPOSER LEGAL ENTITY NAME]”**
 - 3.2.3.2. The Cost Proposal original document and copy disc must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 34401-00420 COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

- 3.2.3.3. The separately sealed Technical Proposal and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

“RFP # 34401-00420 SEALED TECHNICAL PROPOSAL & SEALED COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

- 3.2.4. A Proposer must ensure that the State receives a proposal in response to this RFP no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address.

Debra Dunn, Director of Contract Services
Department of Intellectual and Developmental Disabilities
500 Deaderick Street, Suite 1500
Nashville, Tennessee 37243
Telephone Number (615) 253-6812
Fax Number (615) 253-6713
debra.dunn@tn.gov

3.3. Proposal & Proposer Prohibitions

- 3.3.1. A proposal must not include the Proposer’s own contract terms and conditions. If a proposal contains such terms and conditions, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.3.2. A proposal must not restrict the rights of the State or otherwise qualify either the offer to deliver services as required by this RFP or the Cost Proposal. If a proposal restricts the rights of the State or otherwise qualifies either the offer to deliver services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.3.3. A proposal must not propose alternate services (*i.e.*, offer services different from those requested and required by this RFP). The State will consider a proposal of alternate services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must not result from any collusion between Proposers. The State will reject any Cost Proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other Proposer. Regardless of the time of detection, the State will consider any such actions to be grounds for proposal rejection or contract termination.
- 3.3.5. A Proposer must not provide, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect. If the State determines that a Proposer has provided such incorrect information, the State will deem the Proposer’s proposal non-responsive and reject it.
- 3.3.6. A Proposer must not submit more than one Technical Proposal and one Cost Proposal in response to this RFP. If a Proposer submits more than one Technical Proposal or more than one Cost Proposal, the State will deem all of the proposals non-responsive and reject them.
- 3.3.7. A Proposer must not submit a proposal as a prime contractor while also permitting one or more other Proposers to offer the Proposer as a subcontractor in their own proposals. Such may result in the disqualification of all Proposers knowingly involved. This restriction does not, however,

prohibit different Proposers from offering the same subcontractor as a part of their proposals (provided that the subcontractor does not also submit a proposal as a prime contractor).

3.3.8. A Proposer must not be (and the State will not award a contract to):

- a. an individual who is, or within the past six months has been, an employee of the State of Tennessee or who is a volunteer member of a State board or commission that votes for, lets out, overlooks, or any manner superintends the services being procured in this RFP;
- b. a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee (this will not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
- c. a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
- d. any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services (such person or entity being deemed by the State as having information that would afford an unfair advantage over other Proposers).

For the purposes of applying the requirements of this RFP subsection 3.3.8., the State will deem an individual to be an employee of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid, but the term "employee of the State of Tennessee" shall not include individuals performing volunteer services for the State of Tennessee.

3.4. **Proposal Errors & Revisions**

A Proposer is liable for any and all proposal errors or omissions. A Proposer will not be allowed to alter or revise proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. **Proposal Withdrawal**

A Proposer may withdraw a submitted proposal at any time before the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Proposer representative. After withdrawing a proposal, a Proposer may submit another proposal at any time before the Proposal Deadline.

3.6. **Proposal of Additional Services**

If a proposal offers services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Proposer must not propose any additional cost amount(s) or rate(s) for additional services. Regardless of any additional services offered in a proposal, the Proposer's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

NOTICE: If a Proposer fails to submit a Cost Proposal exactly as required, the State will deem the proposal non-responsive and reject it.

3.7. Proposal Preparation Costs

The State will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State reserves the right to amend this RFP at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential proposers to meet the proposal deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential proposers who submitted a Notice of Intent to Propose (refer to RFP Section 1.8). A proposal must respond, as required, to the final RFP (including its attachments) as may be amended.

4.2. RFP Cancellation

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

4.3. State Right of Rejection

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

4.3.2. The State may deem as non-responsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, a proposal's minor variances from full compliance with this RFP. If the State waives variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Proposer intends to use subcontractors, the proposal in response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

4.4.3. Subcontractors identified within a proposal in response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.4.4. The Contractor resulting from this RFP may only substitute another subcontractor for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.

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

4.5. Right to Refuse Personnel

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing service in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

4.6. Insurance

At any time, the State may require the Contractor resulting from this RFP to provide a valid, Certificate of Insurance indicating current insurance coverage meeting minimum requirements as may be specified by this RFP. A failure to provide said documentation will be considered a material breach and grounds for contract termination.

4.7. **Licensure**

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the State as a part of a proposal in response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Proposer (and Proposer employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Proposer to submit evidence of proper licensure.

4.8. **Disclosure of Proposal Contents**

- 4.8.1. Each proposal and all materials submitted to the State in response to this RFP become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. By submitting a proposal, a Proposer acknowledges and accepts that the full proposal contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State will hold all proposal information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Proposers submitting timely proposals may be available to the public, upon request, after technical proposals are opened.
- 4.8.3. Upon completion of proposal evaluations, indicated by public release of an Evaluation Notice, the proposals and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.9. **Contract Approval and Contract Payments**

- 4.9.1. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. State obligations pursuant to a contract award shall commence only after the contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.
- 4.9.2. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.
 - 4.9.2.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the Contract start date or after the Contract end date.
 - 4.9.2.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.8., *Pro Forma* Contract, Section C).
 - 4.9.2.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of services or items to be delivered to the State as a component of contract performance or otherwise provides for the reimbursement of specified,

actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amount(s) which it determines did not result from a reasonably competitive purchase or do not represent reasonable, necessary, and actual costs.

4.10. Contractor Performance

The Contractor resulting from this RFP will be responsible for the completion of all service set out in this RFP (including attachments) as may be amended. All service is subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that service is progressing and being performed in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. Contract Amendment

During the course of a Contract pursuant to this RFP, the State may request the Contractor to perform additional work within the general scope of the Contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional work. The Contractor must respond to the State with a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, such agreement must be effected by means of a Contract Amendment. Further, any such amendment requiring additional work must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes and rules of the State of Tennessee. The Contractor must not commence additional work until the State has issued a written Contract Amendment with all required approvals.

Notwithstanding the foregoing, *pro forma* contract section A.1.3 provides for limited service "change orders" without a formal Contract Amendment upon the documented mutual agreement by the Contract Parties.

4.12. Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

5. PROPOSAL EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of proposals and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each apparently responsive proposal.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	15
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	45
Oral Presentation (refer to RFP Attachment 6.2., Section D)	10
Cost Proposal (refer to RFP Attachment 6.3.)	30

5.2. Evaluation Process

The proposal evaluation process is designed to award the contract resulting from this RFP not necessarily to the Proposer offering the lowest cost, but rather to the responsive and responsible Proposer offering the best combination of attributes based upon the evaluation criteria. (“Responsive Proposer” is defined as a Proposer that has submitted a proposal that conforms in all material respects to the RFP. “Responsible Proposer” is defined as a Proposer that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Proposal Evaluation.** The RFP Coordinator and the Proposal Evaluation Team (consisting of three or more State employees) will use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion will be limited to specific sections of the proposal identified by the State. The subject Proposer must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.

5.2.1.2. The RFP Coordinator will review each Technical Proposal to determine compliance with RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A—Mandatory Requirements. If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document the team’s determination of whether:

- a. the proposal adequately meets requirements for further evaluation;
- b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
- c. the State will determine the proposal non-responsive to the RFP and reject it.

- 5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Proposal (that appears responsive to the RFP) against the evaluation criteria in this RFP, rather than against other proposals and will score each in accordance with the RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and Section C.
- 5.2.1.4. For each proposal evaluated, the RFP Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and for Section C, and record each average as the proposal score for the respective Technical Proposal section.
- 5.2.1.5. The RFP Coordinator will invite each qualified Proposer to make an oral presentation.
 - 5.2.1.5.1. The RFP Coordinator will randomly schedule Proposer presentations during the period indicated by the RFP Section 2, Schedule of Events. Random scheduling precludes any consideration of Proposer time or date scheduling preferences or related requests. When the Proposer presentation schedule has been determined, the RFP Coordinator will contact Proposers with the relevant information as indicated by the RFP Section 2, Schedule of Events.
 - 5.2.1.5.2. Proposer presentations will be open only to the invited Proposer, Proposal Evaluation Team members, the RFP Coordinator, and any technical consultants that may be selected by the State to provide assistance to the Proposal Evaluation Team. The RFP Coordinator will prepare the proposal site with items a respondent might need for their presentations. Please refer to the State contact in section 1.4.2.1. for questions or concerns regarding the oral presentations.
 - 5.2.1.5.3. Proposer presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section D. The State expects these presentations to be a maximum of two (2) hours.
 - 5.2.1.5.4. The State will maintain an accurate record of each Proposer's oral presentation session, and such record shall be available for review when the State opens the procurement files for public inspection.
 - 5.2.1.5.5. Proposal Evaluation Team members will independently evaluate each oral presentation in accordance with the RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section D.
 - 5.2.1.5.6. The RFP Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section D, and record that number as the score for said Technical Proposal section.
 - 5.2.1.5.7.. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Proposal Evaluation record and any other available information pertinent to whether or not each Proposer is responsive and responsible. If the Proposal Evaluation Team identifies any Proposer that appears not to meet the responsive and responsible thresholds such that the team would not recommend the Proposer for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination. The State reserves the right to identify areas of a proposal that may require further clarification or areas in

which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications and/or requirements.

- 5.2.2. **Cost Proposal Evaluation.** The RFP Coordinator will open for evaluation the Cost Proposal of each apparently responsive and responsible Proposer that the Proposal Evaluation Team has effectively recommended for potential contract award and will calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 5.2.3. **Total Proposal Score.** The RFP Coordinator will calculate the sum of the Technical Proposal section scores and the Cost Proposal score and record the resulting number as the total score for the subject Proposal (refer to RFP Attachment 6.5., Proposal Score Summary Matrix).

5.3. **Contract Award Process**

- 5.3.1 The RFP Coordinator will submit the Proposal Evaluation Team determinations and proposal scores to the head of the contracting agency for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2. The contracting agency head will determine the apparent best-evaluated proposal. (To effect a contract award to a Proposer other than the one receiving the highest evaluation process score, the head of the contracting agency must provide written justification and obtain the written approval of the Commissioner of Finance and Administration and the Comptroller of the Treasury.)
- 5.3.3. The State reserves the right to make an award without further discussion of any proposal.
- 5.3.4. The State will issue an Evaluation Notice identifying the apparent best-evaluated proposal and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.

- 5.3.5. The Proposer identified as offering the apparent best-evaluated proposal must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.8., *Pro Forma* Contract. The Proposer must sign said contract no later than the Contract Signature by Contractor Deadline detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the State may determine that the Proposer is non-responsive to this RFP and reject the proposal.
- 5.3.6. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, provided that such revision of terms and conditions or performance requirements shall not materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP and contractor selection process.
- 5.3.7. If the State determines that a proposal is non-responsive and rejects it after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated proposal.

RFP # 34401-00420 PROPOSAL STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Proposer must sign and complete the Proposal Statement of Certifications and Assurances below as required, and it must be included in the Technical Proposal (as required by RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A, Item A.1.).

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

1. The Proposer will comply with all of the provisions and requirements of the RFP.
2. The Proposer will provide all services as defined in the Scope of Services of the RFP Attachment 6.8., *Pro Forma Contract* for the total contract period.
3. The Proposer accepts and agrees to all terms and conditions set out in the RFP Attachment 6.8., *Pro Forma Contract*.
4. The Proposer acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Proposer will comply 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 knowledge of the undersigned, the information detailed within the proposal submitted in response to the RFP is accurate.
7. The proposal submitted in response to the RFP was independently prepared, without collusion, 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 Proposer in connection with the RFP or any resulting contract.
9. Both the Technical Proposal and the Cost Proposal submitted in response to the RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

By signing this Proposal Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Proposer (if an individual) or the Proposer's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the proposing entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE PROPOSING ENTITY

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

PROPOSER LEGAL ENTITY NAME:

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN):

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

The RFP Coordinator will review the proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the proposal and attach a written determination. In addition to the Mandatory Requirement Items, the RFP Coordinator will review each proposal for compliance with all RFP requirements.

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Proposal must be delivered to the State no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Proposal must NOT contain cost or pricing information of any type.	
		The Technical Proposal must NOT contain any restrictions of the rights of the State or other qualification of the proposal.	
		A Proposer must NOT submit alternate proposals.	
		A Proposer must NOT submit multiple proposals in different forms (as a prime and a sub-contractor).	
	A.1.	Provide the Proposal Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (<i>e.g.</i> , 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.	
	A.3.	Provide a current bank reference indicating that the Proposer's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive	

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		credit rating for the Proposer (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	
	A.6	Provide official documentation that verifies the proposer is a member of the Microsoft Inner Circle for Microsoft Dynamics and/or the Microsoft President's Club for Microsoft Dynamics CRM	
	A.7	Provide written confirmation that the Proposer understands and agrees to comply with the State's Technology Architecture requirements as detailed in the <i>State of Tennessee Enterprise Architecture</i> ; RFP Attachment 6.8, <i>Pro Forma</i> Contract Section E.12; and RFP Attachments 6.6 and 6.7.	
<i>State Use – RFP Coordinator Signature, Printed Name & Date:</i>			

TECHNICAL PROPOSAL & EVALUATION GUIDE

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

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the proposal.
	B.2.	Describe the Proposer’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).
	B.3.	Detail the number of years the Proposer has been in business.
	B.4.	Briefly describe how long the Proposer has been performing the services required by this RFP.
	B.5.	Describe the Proposer’s number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer within the last ten years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Proposer or, to the Proposer’s knowledge, any of the Proposer’s employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten years, the Proposer 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.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Proposer that the Proposer should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Proposer’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 Proposer’s performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Proposer. 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 Proposer’s performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to

RFP ATTACHMENT 6.2. — SECTION B (continued)

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
		submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
	B.11.	<p>Provide a brief, descriptive statement detailing evidence of the Proposer's ability to deliver the services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).</p> <ul style="list-style-type: none"> - The statement should include documentation validating that the Proposer has successfully designed, configured and fully implemented a Microsoft Dynamics HHS system, with similar requirements, for a waiver-based Medicaid service delivery model in at least one state.
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to accomplish the work required by this RFP, illustrating the lines of authority, and designating the individual responsible for the completion of each service component and deliverable of the RFP.
	B.13.	<p>Provide a personnel roster listing the names of key people who the Proposer will assign to perform duties or services required by this RFP along with the estimated number of hours that each individual will devote to that performance. 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 Proposer, qualifications for their role and employment history. The State considers key personnel to be:</p> <ul style="list-style-type: none"> • Project Manager(s) • Technical Lead(s) • Training Lead(s) • Testing Lead(s) • DBA(s) <p>Each resume of key personnel shall detail each individual's title, education, current position with the Proposer, and employment history.</p>
	B.14.	<p>Provide a statement of whether the Proposer intends to use subcontractors to accomplish the work required by this RFP, and if so, detail:</p> <ol style="list-style-type: none"> (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the work each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Proposer's response to this RFP.
	B.15.	<p>Provide documentation of the Proposer's commitment to diversity as represented by its business strategy, business relationships, and workforce— this documentation should detail <u>all</u> of the following:</p> <ol style="list-style-type: none"> (a) a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a disability and small business enterprises; (b) a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a disability and small business enterprises, including the following information: <ol style="list-style-type: none"> (i) contract description and total value (ii) contractor name and ownership characteristics (i.e., ethnicity, sex, disability)

RFP ATTACHMENT 6.2. — SECTION B (continued)

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(iii) contractor contact and telephone number;</p> <p>(c) an estimate of the level of participation by business enterprises owned by minorities, women, persons with a disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information:</p> <p>(i) participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics — PERCENTAGES ONLY — DO NOT INCLUDE DOLLAR AMOUNTS)</p> <p>(ii) descriptions of anticipated contracts</p> <p>(iii) names and ownership characteristics (i.e., ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated; and</p> <p>(d) the percent of the Proposer's total current employees by ethnicity, sex, and disability.</p> <p>NOTE: Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a disability and small business enterprises and that offers a diverse workforce to meet service needs.</p>
	B.16.	<p>Provide a statement of whether or not the Proposer has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous 5-year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract term; and</p> <p>(e) the contract number.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ 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. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	<p>Provide customer references from individuals (who are <u>not</u> current or former officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> ▪ two (2) of the larger accounts currently serviced by the Proposer, <u>and</u> ▪ three (3) completed projects with at least one of which being the State mentioned in B.11. <p>All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which <u>must</u> be used and completed as required, is detailed at RFP Attachment 6.4. References that are not completed as required will be considered non-responsive and will not be considered.</p> <p>The Proposer will be <u>solely</u> responsible for obtaining the fully completed reference questionnaires, and for including them within the Proposer's sealed Technical Proposal. In order to obtain and submit the completed reference questionnaires, as required, follow the process detail below.</p> <p>(a) "Customize" the standard reference questionnaire at RFP Attachment 6.4. by adding the subject Proposer's name, and make exact duplicates for completion by references.</p> <p>(b) Send the customized reference questionnaires to each individual chosen to provide a reference</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>along with a new standard #10 envelope.</p> <p>(c) Instruct the person that will provide a reference for the Proposer to:</p> <ul style="list-style-type: none"> (i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using an exact duplicate of the document); (ii) sign <u>and</u> date the completed, reference questionnaire; (iii) seal the completed, signed, and dated, reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope containing the completed reference questionnaire directly to the Proposer (the Proposer may wish to give each reference a deadline, such that the Proposer will be able to collect all required references in time to include them within the sealed Technical Proposal). <p>(d) <u>Do NOT</u> 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 Proposal as required.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ 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. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Proposal 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. ▪ The State is under <u>no</u> obligation to clarify any reference information.
		<p>SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 15)</p>
State Use – Evaluator Identification:		

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Proposer must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

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

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

PROPOSER LEGAL ENTITY NAME:					
Proposal Page # (Proposer completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Proposer's understanding of the State's requirements and project schedule.		3	
	C.2.	Provide a narrative that illustrates how the Proposer will complete the scope of services, accomplish required objectives, as well as meet the agreed upon schedule, which will be created in collaboration with the State and Contractor during the design phase of the project.		3	
	C.3.	Provide a narrative that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project methodology as referenced in RFP Attachment 6.8 - <i>Pro Forma Contract Attachment E Project Charter</i> .		2	
	C.4	Provide a narrative complete with diagrams that reflects the proposers understanding of the systems architecture based on the requirements stated in <i>RFP Attachment 6.8 Pro Forma Contract</i> .		1	
	C.5.	Provide a description of the Proposer's experience in configuring the Microsoft Dynamics HHS framework to address the use of HIPPA EDI 835 and 837 transaction sets for electronic billing.		2	
	C.6	In addition to the requirements under the <i>RFP Attachment 6.2, General Qualifications and Experience Items, Section B.13</i> identify and provide resumes for each of the following positions: <ul style="list-style-type: none"> - Project Manager(s) - Technical Lead(s) - Training Lead(s) - Testing Lead(s) - DBA(s) 		2	

PROPOSER LEGAL ENTITY NAME:					
Proposal Page # (Proposer completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.8.	Provide a brief description of the Proposer’s experience in leading the conversion of data from disparate legacy systems to a centralized data repository with Microsoft Dynamic HHS.		1	
	C.9.	Using the vendor requirements in <i>RFP Attachment 6.8 Pro Forma Contract</i> , provide a brief description of how the Proposer would address each requirement.		5	
	C.10.	Based upon the list of software purchased by DIDD identified in <i>RFP Attachment 6.8 Pro Forma Contract Attachment B</i> , provide a list of any additional software products that would be required for the proposer to successfully complete the project. <i>(Please do not include any costs in this section.)</i>		1	
	C.11	Describe the Proposer’s testing strategies to include all phases of testing, recommended automated testing tools, testing responsibilities of both the proposer and the State, how test cases will be developed, how testing and defects will be reported and managed.		3	
	C.12.	Provide in writing the Proposer’s processes and procedures for managing source code during the life cycle of the project.		1	
	C.13.	The Proposer will describe the approach for this project to address the training of State business user and technical staff. Include the vendor’s responsibilities and the expectation for the State in the development and delivery of the training. Please include an example of a training plan for a project of similar size and scope.		1	
	C.14.	The Proposer will describe the best hardware configuration to support the Microsoft Dynamics HHS framework. Please reference <i>RFP Attachment 6.8 Pro Forma Contract Attachment D</i> for data volumes.		1	
			Totals:	26	Max: 130
<p><i>The RFP 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></p>			<p>Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i></p>		
<p>Total Raw Weighted Score</p> <hr/> <p>Maximum Possible Raw Weighted Score <i>(130)</i></p>			<p>X 45 <i>(maximum possible score)</i></p>		<p>= SCORE:</p>
<p><i>State Use – Evaluator Identification:</i></p>					
<p><i>State Use – RFP Coordinator Signature, Printed Name & Date:</i></p>					

RFP ATTACHMENT 6.2.— SECTION D

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION D: ORAL PRESENTATION. Proposer presentations will be limited to addressing the items detailed below. The State expects these presentations to be a maximum of two (2) hours.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the presentation response to each item. Each evaluator will use the following whole-number, raw point scale for scoring each item:

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

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

PROPOSER LEGAL ENTITY NAME:				
Oral Presentation Items		Item Score	Evaluation Factor	Raw Weighted Score
D.1.	Address the ability to deliver the services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).		1	
D.2.	Describe experiences on other projects of similar scope and size. Identify the approaches taken, milestones and the levels of success.		3	
D.3.	Discuss experiences in configuring the Microsoft Dynamics HHS to address the use of HIPAA EDI 835 and 837 transaction sets for electronic billing.		1	
D.4.	Articulate the testing approaches used in projects of similar scope and size, detailing roles, responsibilities, tools, organizational requirements, quality measurements and reporting processes.		1	
D.5.	Identify your training capabilities. Highlight all aspects of the approach you recommend to include roles, responsibilities, methodologies and expectations of the State. The approach should be based on forty-eight hundred (4800) end users located across the State and thirty (30) technical staff centrally located in Nashville. The response should assume that DIDD will provide the training locations for all training.		1	
D.6.	Describe your approach for taking the business requirements and developing a detail design of the complete application. Include methodologies and tools utilized and expectations of the State.		1	
D.7.	Using the information provided in <i>RFP Attachment 6.8, Pro Forma Contract Attachment D</i> , describe the hardware and data space requirements that would best support the Microsoft Dynamics HHS framework for the State.		1	
		Totals:	9	Max: 45

PROPOSER LEGAL ENTITY NAME:			
Total Raw Weighted Score <i>(sum of Raw Weighted Scores above):</i> The RFP Coordinator will use this sum and the formula below to calculate the score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
$\frac{\text{total raw weighted score}}{\text{maximum possible raw weighted score (45)}} \times 10 = \text{SCORE:}$ <i>(maximum section score)</i>			
<i>State Use – Evaluator Identification:</i>			
<i>State Use – RFP Coordinator Signature, Printed Name & Date:</i>			

RFP ATTACHMENT 6.3.**COST PROPOSAL & SCORING GUIDE**

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 entire scope of service including all services defined in the Scope of Services of the RFP Attachment 6.8., *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 RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

NOTICE: The Evaluation Factor associated with each cost item 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 in the Proposer.

Notwithstanding the cost items herein, pursuant to the second paragraph of the pro forma contract section C.1. (refer to RFP Attachment 6.8.), "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 proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the proposing entity.

PROPOSER SIGNATURE:			
PRINTED NAME & TITLE:			
DATE:			
PROPOSER LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Development, configuration, training and implementation of the system described in RFP # 34401-00420 Attachment 6.8 <i>Pro Forma Contract</i> .	/ UNIT	1	
EVALUATION COST AMOUNT (sum of evaluation costs above): The RFP 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.			
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}} \times 30 = \text{SCORE:}$		(maximum section score)	
State Use – RFP Coordinator Signature, Printed Name & Date:			

REFERENCE QUESTIONNAIRE

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

The Proposer will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Proposer's Technical Proposal.

RFP # 34401-00420 PROPOSAL REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: **PROPOSER NAME** (completed by proposer before reference is requested)

The "reference subject" specified above, intends to submit a proposal to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such proposal, 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.

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

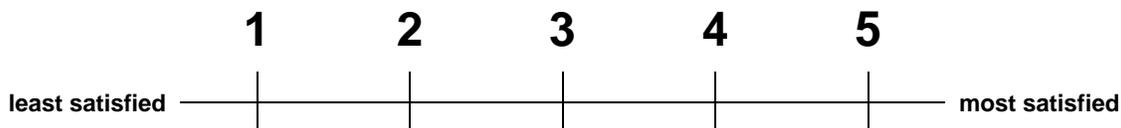
(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

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

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

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

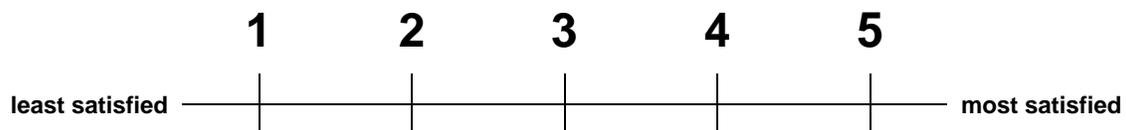


RFP # 34401-00420 PROPOSAL REFERENCE QUESTIONNAIRE — PAGE 2

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

- (5) If the services that the reference subject provided to your company or organization are completed, were the services completed in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (6) If the reference subject is still providing services to your company or organization, are these 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 service delivery does /did the reference subject excel?
- (9) In what areas of 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?

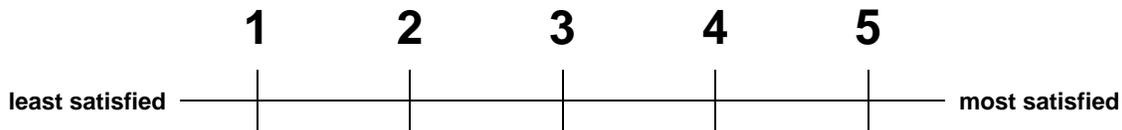
Please respond by circling the appropriate number on the scale below.



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

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

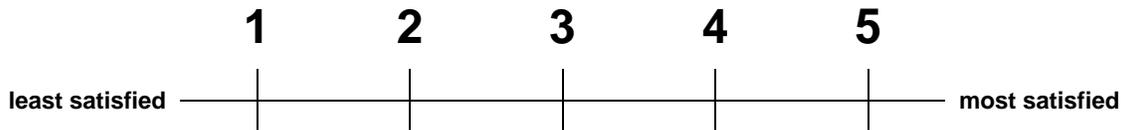
Please respond by circling the appropriate number on the scale below.



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

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

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



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

REFERENCE SIGNATURE:

(by the individual completing this request for reference information)

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

DATE:

PROPOSAL SCORE SUMMARY MATRIX

	<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 15)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 45)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
ORAL PRESENTATION (maximum: 10)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 30)	SCORE:		SCORE:		SCORE:	
TOTAL PROPOSAL EVALUATION SCORE: (maximum: 100)						
<i>RFP Coordinator Signature, Printed Name & Date:</i>						

Exception Requests to State Standards – Prior to Proposal Submission

6.5.1 Exception Requests to State Standards

The use of non-State standard products (software products, hardware products, and/or communications protocols) in the proposed solution is an exception request to State standards. State-standard Product Components are listed and designated as “Current” in the *Tennessee Enterprise Architecture*.

Non-State standard products are defined as:

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

The State’s goal is to limit the proliferation of non-standard technologies. **Non-standard technologies present an undue burden on the State in terms of additional training, maintenance and operational costs that the State would otherwise not incur.** Therefore, the State encourages vendors to propose solutions that use State standard products.

The services requested through this RFP should be provided within the technical environment and State standards described by the *Tennessee Enterprise Architecture*. The proposed solution must either fully comply with the State’s Architecture, or exception(s) to State standards should be requested, as described in the following sections.

IMPORTANT NOTE: in the event that there is no Domain, Discipline, Technology Area, or Product Component covering the product that the vendor would like to use (i.e., there is no current State standard for the product), this still constitutes an exception, and the vendor should request an exception request to use the product in question.

Exception request(s) to use non-State standard product(s) in the proposed solution must be approved in writing by the Department of Finance and Administration, Office for Information Resources (OIR).

6.5.2 Submission and Approval/Disapproval

Exception requests to State standard products should be submitted in writing and received by the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events. For each non-State standard product, the written information must describe why the State standard product will not support the solution, the functionality that the exception product provides, and how the exception product will be used in the proposed solution. Provide this information by completing and submitting it no later than the Written Comments Deadline in the form of the table given in RFP Attachment 6.7,

Requesting and receiving approval of non-State standard product(s) prior to submission of the Proposal will eliminate the risk of disqualification for proposing the product(s).

1. Proposals that include non-State standard product(s), which were submitted to the State as a Written Comment and approved, will not be disqualified for proposing the approved non-State standard product(s).
2. Proposals that include non-State standard product(s), which were submitted to the State as a Written Comment and disapproved, will be disqualified for proposing the disapproved non-State

standard product(s); unless the Proposer will agree, through a written clarification response, to replace the disapproved product(s) with product(s) approved by OIR, at no additional cost to the State.

3. For Proposals that include non-State standard product(s), which were not submitted to the State as a Written Question and approved as an exception, OIR will evaluate the proposed product(s) on a case by case basis. The decision to allow or disallow such products shall be at OIR's sole discretion and shall be documented through a written clarification. If product(s) are disallowed, the Proposal will be disqualified, unless the Proposer will agree, through a written clarification response, to replace the disapproved product(s) with product(s) approved by OIR, at no additional cost to the State.

A list of the approved and disapproved exception requests to State standard products submitted in writing and received by the State no later than the Written Comments Deadline will be published as an amendment to the RFP.

Approval of non-State standard product(s) grants permission for any Proposal to include the product(s); i.e., use of an approved non-State standard product is not limited to the vendor that submitted the written request for approval.

Exceptions to Tennessee Technology Architecture

The State of Tennessee operates upon the concept of a standard Technology Architecture to provide a safe, consistent, dependable environment for IT solutions. New products and exceptions are considered, but not without research and confidence that exceptions will not jeopardize the safety and dependability of Tennessee's technical environment.

Please use the form below to indicate any deviations from Tennessee's technical standards that the bid solution will necessitate or request for waiver in the event a standard does not exist. Reference the "Technology Architecture Product Standards" section of Technology Architecture and enter the standard product in the first column, the full name of the product requested, and the reason why the state standard product will not support the bid solution. If a standard does not exist in the Technology Architecture, enter the full name of the product requested for the waiver, and the reason the product is needed as part of the vendor's solution. In addition to the "Reason" described above, also include a description of the functionality provided by the non-standard product, and how the non-standard product will be used.

Standard Product as listed	Exception Requested	Reason State Standard Won't Support Solution (or) Reason Product is Needed / Functionality Provided / How the Product Will Be Used

RFP # 34401-00420 PRO FORMA CONTRACT

The *pro forma* contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF INTELLECTUAL AND DEVELOPMENTAL DISABILITIES
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee's Department of Intellectual and Developmental Disabilities, hereinafter referred to as the "State" and **Contractor Legal Entity Name**, hereinafter referred to as the "Contractor," is for the provision of **Vendor Services For The Configuration And Implementation Of The Microsoft Dynamics HHS Platform**, as further defined in the "SCOPE OF SERVICES."

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Contractor Place of Incorporation or Organization: **Location**

Contractor Edison Registration ID # **Number**

A. SCOPE OF SERVICES:

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

A.1.1. Project Approach

The State's Project Team resources will employ the Project Management Body of Knowledge (PMBOK) framework as a guide for working with the vendor to successfully manage the project.

The State will commit the following full time equivalent resources for the duration of the project:

- BSD Senior Project Director
- Business Requirements (see *Pro Forma Contract Attachment C - DIDD Business Requirements*) & Policy Leads and Subject Matter Experts from Planning, Financial, Protection from Harm and Quality Management areas
- A Construction Team Lead/Liaison, DBA and System Architect interface between the vendor and the State Office for Information Resources (OIR) for application and database construction and configuration activities.
- Infrastructure Lead to interface with the OIR regarding hardware, network and security activities
- Conversion Team lead
- Testing Lead/Liaison
- Implementation Lead
- Training Lead/Liaison
- The State requires that the Vendor's Team work side by side with the entire State Project Team, and to be fully cooperative and supportive of a close working relationship. The Vendor Team will train, mentor, equip and enable the State Project Team to be full contributors throughout the project life cycle, to drive the project to successful completion, and to ultimately own, manage and support the System after development; implementation and other Vendor obligations are completed.

A.1.2. Vendor Requirements

1. The Project will include the following Milestones and deliverables.
 - a. Solution Design completion
 - i. Approval of all detail design documents for the total solution by the Project Steering Committee
 - ii. Approval of the development and configuration schedule for each module for the solution by the Project Steering Committee
 - iii. Approval of the detail testing plan for the entire development and implementation effort by the Project Steering Committee.
 - b. At the end of each of the three (3) module's implementation (Service Planning, Service Tracking & Billing, Quality & Protection from Harm)

- i. Completion and DIDD acceptance of converted legacy systems data required for the module.
 - ii. User Acceptance Testing completed with no known high or medium severity defects for the phase currently being implemented or for previously implemented phases.
 - iii. Successful statewide implementation of the scheduled phase with signoff of the Project Steering Committee.
 - iv. User training for the module completed for all State users and Provider users.
 - v. User and Technical documentation for the module completed, accepted and distributed to appropriate users.
 - c. DIDD acceptance of ownership of the solution
 - i. All deliverables completed, reviewed and approved.
 - ii. All performance criteria met or exceeded.
 - iii. DIDD sign-off of project completion.
 - d. End of Warranty Period
- 2. The vendor will design and assist in the statewide implementation of a solution that meets DIDD's business requirements as referenced in *Pro Forma Contract Attachment C*. This design will include a Roles based security module that will allow the business to easily manage user access to the solution. This security system will be in compliance with the State's Enterprise Security Standards found in *Pro Forma Contract Attachment I*.
- 3. The vendor will insure that the response-time will average less than three seconds and never exceed five seconds, for all online activities conducted across the State network. Response-time must be maintained at State WAN bandwidth utilization of up to 80%. Response-time is defined as the amount of time between pressing the "RETURN" or "ENTER" key or depressing a mouse button and receiving a data-driven response on the screen, not just a message or indicator that a response is forthcoming.
- 4. The vendor will develop detail design documentation based on collaboration with the department's project team members, DIDD users and the high level requirements identified in *Pro Forma Contract Attachment C*.
- 5. The vendor will provide experienced Microsoft SQL database leadership for the design, configuration, implementation and support of the solution. The State approval is required for any changes to the project scope or schedule as well as Contractor personnel changes.
- 6. The vendor will provide experienced Microsoft Dynamics HHS framework developers to design, develop, test and support the solutions. The State approval is required for any changes to the project scope or schedule as well as Contractor personnel changes
- 7. The Contractor shall provide a one-year (twelve-month, 365 day) Warranty Period for the Contractor-provided software. The Warranty Period begins upon acceptance of total ownership of the Contractor-provided software by technical and business management.

During the one-year Warranty Period the Contractor:

- i. Shall perform warranty services at no cost to the State.
- ii. Shall be the initial contact point for all warranty notifications and support requests, regardless of the perceived source of the problem.
- iii. Shall correct any function, feature, or performance deficiency of the Contractor-provided software which does not conform to the Contract requirements and approved specifications (including implemented change requests).
- iv. Shall respond to a report of an error the State deems "critical" within two hours. A critical error is defined as one that would cause damage to the State system(s) or associated data, or would otherwise seriously impair the ability of users of the system(s) to do their jobs or the functions for which the system was established.

The State will be the sole judge of the acceptability of warranty work.

- 8. The vendor will participate in the development, testing and execution of the Conversion plans for each module. While DIDD will lead the technical effort of scrubbing and extracting legacy system data, the vendor will assist in the data mapping process and be responsible for the integration of the converted data into the solution's database.
- 9. The vendor will be an integral member of the Project Team.
- 10. The vendor will participate in the management of the project within the adopted project management methodology and under the direction of the Project Director, Project Steering Committee and Project Sponsor. The vendor will actively participate in the integrated management of the project.

11. The vendor will provide weekly project status updates, to include but not limited to reporting of actual hours expended, work accomplished, resource balancing issues, technical issues, resource risks and technical risks.
12. The vendor will develop a plan for the detailed design phase of the project. The plan will include the activities, resources and approach to successfully collaborate with the State's business and technical stakeholders in identifying State's expectations, analyzing the requirements, mapping the processes, recognizing any gaps and creating an amenable solution design.
13. The vendor will provide a detailed testing plan for the project to include but not limited to the State's responsibilities, testing assumptions, test case development, testing processes, testing tools, defect management processes and reporting, conversion tests, regression testing and stress testing.
14. The vendor will review the initial hardware and network configuration plan and provide suggested improvements and the associated justifications. See *Pro Forma Contract Attachment F*.
15. The vendor will create a realistic schedule for the development and implementation of the solution identifying the responsibilities of both the vendor's and DIDD's resources in collaboration with the project team. This schedule will be submitted for review, approval and integration into the overall project schedule.
16. The vendor is responsible for the development and execution of a detailed training plan for the DIDD users, providers and the technical support staff to include the development of criteria, materials, course content and student, instructor and course evaluations. The vendor's training requirements for this project are to train approximately twenty-five (25) DIDD trainers who will then train twenty-three (2300) internal business users and twenty-five hundred (2500) external business users across three regions of the State of Tennessee. The vendor will also be responsible to training thirty (30) technical staff to support the system. The vendor will also be responsible for updating training materials based on the feedback and results of the initial train-the-trainer class and for maintaining the training materials to be current with any system configuration or modifications during the training rollout. DIDD will arrange the required facilities based on the Training Plan.
17. The vendor will provide a detailed report identifying planned effort allocated by resource by module. All project related activities will be performed on site in association with DIDD business and technical resources unless agreed by to as an exception by the Project Director and the Project Steering Committee.
18. The vendor will not make any changes to the design, configuration, code or schedule without the approval of the Change Control Board using the Change Control processes and procedures as defined in A.1.3 and *Pro Forma Contract Attachment G*.
19. The vendor will participate as an advisor to the Change Control Board in the change control process by providing suggestions, alternatives, costs and schedule impact assessments for change request.
20. The vendor shall complete all approved change orders. The State will be the sole judge of the acceptable completion of the change order work, and upon such determination, shall provide the vendor with written approval.
21. The State will remunerate the vendor for any approved change order only after acceptance of the change by the State and the implementation of said change order into production. If the change order is completed prior to implementation of the module or modules affected, the remuneration will be made after the affected module is successfully implemented. In the case where a Change Order affects more than one module, Remuneration will occur when the last affected module is implemented.

A.1.3. Change Orders

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

- a. Memorandum of Understanding— After receipt of a written request for additional services from the State, the Contractor shall respond to the State, within a maximum of ten (10) business days, with a written proposal for completing the service. Said proposal must specify:
 - (1) the effect, if any, of implementing the requested change(s) on all other services required under this Contract;
 - (2) the specific effort involved in completing the change(s);
 - (3) the expected schedule for completing the change(s);

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

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

- b. **MOU Performance**— Subsequent to State approval of an MOU, the Contractor shall complete the required services. The State will be the sole judge of the acceptable completion of work and, upon such determination, shall provide the Contractor written approval.
- c. **MOU Remuneration**— The State will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved MOU, without a formal amendment of this contract, shall be remunerated in accordance with and further limited by contract section C.3.c., PROVIDED THAT, the State shall be liable to the Contractor only for the cost of the actual person hours worked to complete the necessary work, not to exceed the maximum cost for the change detailed in the MOU. In no instance shall the State be liable to the Contractor for the cost of any person hours worked in excess of the maximum person hours indicated in or of any amount exceeding the maximum cost specified by the approved MOU authorizing the service. Upon State approval of the work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning September 17, 2012, and ending on or no later than September 16, 2014. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed **Written Dollar Amount (\$Number)**. The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. **Compensation Firm.** The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

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

Service Description	Amount (per compensable increment)
Acceptance by DIDD of the delivery of complete design documentation for all phases of the project.	20% of the Total Evaluation Cost Amount
Acceptance by DIDD of the delivery and implementation of the Service Planning phase of the project.	20% of the Total Evaluation Cost Amount
Acceptance by DIDD of the delivery and implementation of the Service Tracking & Billing phase of the project.	15% of the Total Evaluation Cost Amount
Acceptance by DIDD of the delivery and implementation of the Quality & Protection from Harm phase of the project.	15% of the Total Evaluation Cost Amount
Acceptance of total ownership of application by DIDD technical and business management.	20% of the Total Evaluation Cost Amount
End of Warranty Period	10% of the Total Evaluation Cost Amount

- c. Prior to the signing of the contract, the vendor will provide the hourly rate for each class of resource used on the project.

The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.1.3, without a formal amendment of this contract based upon the payment rates detailed in the schedule below and as agreed pursuant to said Section A.1.3, PROVIDED THAT compensation to the Contractor for such “change order” work shall not exceed **Seven** PERCENT (7 %) of the sum of milestone payment rates detailed in Section C.3.b., above (which is the total cost for the milestones and associated deliverables set forth in Contract Sections A.3., through A.7.). If, at any point during the Contract period, the State determines that the cost of necessary “change order” work would exceed said maximum amount, the State may amend this Contract to address the need.

Service Description	Hourly Rate (per compensable increment)
Change Order Work	\$ Amount per hour
NOTE: The Contractor shall not be compensated for travel time to the primary location of service provision.	

C.4 Retention of Final Payment

The State shall withhold **Written Dollar Amount (\$Number)**, representing **ten percent (10 %)** of the service increment amounts in table C.3.b. until the completion of the Warranty Period specified in Contract Section A.1.2.7.

- C.5. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.6. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Department of Intellectual and Developmental Disabilities
500 Deadrick Street
Nashville, TN
615-253-6812

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Department of Intellectual and Developmental Disabilities
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period
- b. The Contractor understands and agrees that an invoice under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) only be submitted for completed service and shall not include any charge for future work;
 - (3) not include sales tax or shipping charges; and
 - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- C.7. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.8. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.9. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.10. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not

be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

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

D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at *Pro Forma Contract Attachment A*, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.

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

- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, *et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

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

The Contractor:

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

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

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

- E.6. State Ownership of Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.

- a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.
- b. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.
- c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
- d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

E.7 Ownership of Software and Work Products.

- a. Definitions.
 - (1) "Contractor-Owned Software," which shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.
 - (2) "Custom-Developed Application Software," which shall mean customized application software developed by Contractor solely for State.
 - (3) "Rights Transfer Application Software," which shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.
 - (4) "Third-Party Software," which shall mean software not owned by the State or the Contractor.
 - (5) "Work Product," which shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the system solution includes Rights Transfer Application Software, the definition of Work Product shall also include such software.
- b. Rights and Title to the Software
 - (1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted herein.
 - (2) All right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and

arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer and/or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties, and Contractor shall cooperate fully in the foregoing endeavors.

(3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted thereby.

c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.

d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

E.8 State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

E.9 Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

E.10. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

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

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal 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;

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

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

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

E.11. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

E.12. Standard Software In the event that the Contractor wishes to introduce non-State standard software or hardware components ("products") into the State's technology environment, in support of, or related to, the services the Contractor is providing under this Contract, the Contractor must make a formal written request to the State prior to introducing the non-State Standard Products. Such a request is referred to as a "Non-State Standard Product Request."

.a. Non-State Standard Products are defined as:

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

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

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

Department of Intellectual and Developmental Disabilities:

NAME & TITLE

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (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. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

Microsoft Dynamics Product Listing

Product Description	Mfg #	Quantity
DYNCRMCAL ALNG LICSA PK MVL DVCCAL	ZFA-00245	28000
DYNCRMCAL ALNG LICSA PK MVL USRCAL	ZFA-00237	2400
DYNCRMSVR ALNG LICSA PK MVL	N9J-00523	2
DYNCRMEXTCONN ALNG LICSA PK MVL	ZGA-00122	2
DYNGPAMCAL ALNG LICSA PK MVL US USRCAL	CRA-00012	10
DYNGPAMSVR ALNG LICSA PK MVL US	CAN-00008	1
DYNGPBSCCAL ALNG LICSA PK MVL US USRCAL	M9D-00008	100
DYNGPDEVTOOLS ALNG LICSA PK MVL US	LUW-00005	1
SHAREPOINTINTRNTSITESENT ALNG LICSA PK MVL	CKF-00298	2

DIDD Business Requirements

#	Category	Business Requirements
1	Persons	The system will capture, track, and maintain information for all persons served by DIDD from the point of initial contact through the life cycle of the client record.
2	Persons	Upon entry of a new client record, the system will perform a search for potential duplicate client records, and the system will provide the user with a warning that a potential duplicate record exists.
3	Persons	The system must be capable of merging any duplicate record created in error.
4	Persons	The system must be capable of using web services to validate client demographic information such as SSN, Address, etc.
5	Persons	The system will allow for additional client records fields to become available for data entry based on the Person's status in the system and on where the Person is in the enrollment process, such as initial contact, wait list, enrollment, etc.
6	Persons	System will provide auditable history of all changes made to a person's information, including the value(s) changed, who made the change, the time and date of the change and the reason or authorization for the change.
7	Persons	The system will provide alerts and/or notifications to users (via workflow rules) for additions and changes to personal information.
8	Persons	The system will be designed in order to support a workflow for Case Management for Persons beginning at the point of initial contact, and must support assignment and reassignment of Persons throughout the life cycle of the client record.
9	Persons	The system will allow the entry of comments and notes related to the person by authorized users. These comments and notes should be viewable by authorized users as part of the client record.
10	Persons	The system will provide the ability to attach scanned or system generated documents, including emails, to a client record. Attachments to a client record will be viewable by authorized users.
11	Persons	Upon service enrollment, the system will be configured to prevent Persons from being enrolled in multiple waivers during the same time period.
12	Persons	The system will allow for both pre-defined and ad hoc user-defined reporting capabilities, and should provide users with the option of viewing the information in summary or detailed formats.
13	Planning	The system will provide the ability to create and modify an Individual Service Plan (ISP) for a person of PAE or enrollment status.
14	Planning	The system will provide data entry edits for the creation and maintenance of the ISP. The user will receive real time messages for errors and inconsistencies for their immediate correction.
15	Planning	The system will provide the ability for Waiver information to be maintained in the system.
16	Planning	The system will verify the services, date range for the service and any cost restrictions entered into the ISP are in compliance with the waiver in which the person is enrolled. The system will issue warnings for services selected outside of the waiver or other inconsistencies. User can override the warnings and submit for

		approval.
17	Planning	The system will provide a workflow for the plan approval process. The rules of the workflow will be managed by the DIDD Staff.
18	Planning	The system will allow ISP amendments to be processed in a similar fashion as the original ISP's.
19	Planning	The system will provide alerts and notifications to the appropriate people for plan and service approvals and denials.
20	Providers	The system will provide a lookup function during plan development that will display all current providers of the requested service, based on the geographic area of the person being served.
21	Providers	The system will support a workflow process for the creation and review of an ISP
22	Providers	The system will support a workflow for the ISP appeal and disposition processes.
23	Providers	The system will capture, track, and maintain information for all DIDD service providers from the point of initial contact through the life cycle of the provider record, including information related to the provider approval process. The system will track all relevant provider information, including but not limited to licensure data, authorized services, and locations.
24	Providers	The system will allow the data entry and management of services authorized for a provider at a specific location.
25	Providers	System will provide auditable history of all changes made to a provider's information, including the value(s) changed, who made the change, the time and date of the change and the reason and/or authorization for the change.
26	Providers	The system will track comments and notes of an authorized user regarding the provider. The comments will be accessible based on the user's role.
27	Providers	The system will provide the ability for scanned documents to be linked to the provider and viewable by authorized users.
28	Services	The system will provide the ability to setup and maintain any and all services and associate them to specific waivers and/or identified as a State service. Dates and codes will be used to activate and deactivate the services.
29	Services	System will provide auditable history of all changes made to the service's information, including the values being changed, who made the change, the time and date of the change and the reason and/or authorization for the change.
30	Services	The system will track comments and notes regarding the service made by anyone with the security. The comments will be accessible based on the user's role.
31	Services	The system will provide a method of linking services to each provider. Information unique to the provider and the service, i.e. cost of service, will be maintained in that link.
32	PFH	The system must provide users with the ability to enter incidents into the system.
33	PFH	The system must provide fundamental edits to insure the correctness of the data. Drop downs must provide options for user selection.
34	PFH	The system must allow for incidents to be linked to persons, providers, other entities interventions and other incidents.
35	PFH	Within an incident there must be the ability to choose multiple incident types.
36	PFH	There must be the ability to select multiple interventions for an incident.

37	PFH	The system must provide the ability for the creation, deletion and updating of workflow processing rules and timings for the processing of incidents and investigations.
38	PFH	The System must allow the assignment and reassignment of investigators to an investigation.
39	PFH	The system must track notes regarding an investigation by an authorized person. The comments must be accessible based on the user's role.
40	PFH	The system must generate alerts and notices regarding incidents and investigations per the workflow rules.
41	PFH	The system must produce standard incident and Investigation reports that are security and user parameter driven.
42	PFH	The system must be able to generate an investigation closed report from the data collected and stored in the database.
43	Claims	The system must provide a GUI to allow the provider to enter a claim for service in real time. The GUI must validate the claim against the Person being served information, the eligible provider services, the Individual Service Plan (ISP), the services dates and the service rules to insure accuracy.
44	Claims	The system must recognize the funding source for a specific service for a specific data and route the financial transaction appropriately.
45	Claims	The system must provide an override capability for items on a claim following workflow rules.
46	Claims	The system must provide the ability for comments regarding the claim to be entered into a log and the ability for authorized users to view those comments.
47	Claims	The system must provide a batched claims process that allows the provider to submit claims via an upload. The system must generate an acknowledgement for the data received to the provider.
48	Claims	The system must process the batched claims for a provider using the same edit logic that is used for the GUI entered claims. Erred claims will be placed in suspension and the provider notified of the claim and its errors.
49	Claims	The system will allow providers to use the GUI to view and edit their claims that are in a suspended mode. It will use the same edit logic as claim entry.
50	Claims	The system must format the appropriate claims to the EDI 837 transaction format.
51	Claims	The system must process the EDI 835 acknowledgements against the claims sent to update the claim status
52	Claims	The system must provide the provider with the ability to inquire on any of their claims and see details regarding the status, location in the workflow, denials, etc.
53	Claims	The system must provide total access to claims information for secured DIDD staff.
54	Claims	The system must provide history of claims and payments for a provider. Parameters as to time period, Service, Person being served, status, etc. will drive the content of the report.
55	Claims	The system must provide a claims reconciliation report and/or inquiry window for both providers and DIDD staff.
56	Claims	The system must provide specific DIDD staff the ability to update and override claims information to expedite or restrict processing and payment.
57	Security	The system will provide users with secure access to the application

		and data within the application based upon the user's profile (Roles and Responsibilities).
58	Security	The system will limit security controls to users based on their security profile
59	Security	The system will track all security changes for audit control.
60	Security	User's not included in the State's AD must have the ability to securely access the application.
61	General	The system must support the use of dashboards and reports to provide DIDD management with metrics and measurements as will be defined by management.
62	Performance	The system must be robust enough to allow 5000 users to be concurrently working in the application without degradation.

Category Records

CONTRACT ATTACHMENT D

Category	Annual Number of Records	Expected Annual Growth Rate
Avg. Monthly Planning Transactions	6,781	Minimal
Avg. Monthly Incidents	1,056	Minimal
Avg. Monthly Investigations	158	Minimal
Total number of Persons being served (Referrals, Waitlist & Enrolled)	16,000	Minimal
Total Number of Providers	550	
Avg. Number of Claims processed per day	40,000	
Number of Internal Users	2300	Minimal
Number of External Users	2500	

PROJECT CHARTER
PROJECT TITAN

DEPARTMENT OF INTELLECTUAL AND DEVELOPMENTAL DISABILITIES
15TH FLOOR, ANDREW JACKSON BUILDING
500 DEADERICK STREET
NASHVILLE, TN 37243

MAY 17, 2012

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EXECUTIVE SUMMARY

Currently, the Department of Intellectual and Developmental Disabilities (DIDD) relies heavily on paper based, labor intensive and manual processes and some disparate computer applications to manage the support for persons served. This has resulted in a lack of standardized processes, silos of information and concerns regarding data integrity and reporting. Project Titan is focused on three programmatic areas: Planning, Protection from Harm and Financial Management. This effort will result in the standardization of processes using workflow rules, improvement in the timeliness and accuracy of data collection through online functionality and enhanced data visibility and reporting based on the application of a central data repository. These results are significant to DIDD's efforts to improve the effectiveness and efficiency of its staff and agencies in providing person centered services.

DIDD has engaged the Business Solutions Delivery (BSD) team to assist in the successful planning and execution of Project Titan. BSD provides a project management methodology based on best practices and the successes of its experienced team members.

PROJECT PURPOSE/JUSTIFICATION

The Department of Intellectual and Developmental Disabilities is represented by over 2,800 employees, partnered with almost 500 provider agencies, provides services for over 8,000 individuals with intellectual disabilities and has approximately 7,200 individuals waiting to be enrolled in DIDD services. The current environment presents DIDD with challenges in realizing its mission. The overall objective of Project Titan is to address these challenges through the prudent use of technology, improved processes and procedures and better utilization of resources. A second objective is to provide a framework on which future innovative initiatives can be configured. Project Titan will focus on the three programmatic areas identified in the Executive Summary. These three areas encompass much of the core functionality of the Department's business. Across the three programmatic areas there are six apparent needs:

- Access to business information from a single repository
- Immediate access to current business information
- Continuous improvement of business processes
- User friendliness, portability and security to access and update information
- Flexibility to respond quickly and efficiently to changes to the business model and improvements in technology
- Improved utilization of human resources to support the Department's mission

Business Needs and Cases

The Department needs to allow all authorized individuals to have the ability to access business information from a common repository. This will eliminate duplicate and inconsistent data, multiple silos of information and the interaction with multiple business systems and applications to complete a business task. In the Planning area, authorized users both within the State and provider communities will gain access to common and pertinent information about a person served while using the same application. In the Financial area, the Department will consolidate financial tracking and improve efficiencies. In the Protection from Harm area, authorized individuals will directly access all information relevant to incidents and investigations, reducing the risk of harm to individuals.

The Department needs immediate access to current business information. This will enable responsiveness to events, reduce the risk of errors and support better decision making. In the Planning area, the Department will track and dynamically respond to high frequency critical events that drive changes to Individual Support Plans. In the Financial area, the Department will complete real time service adjustments and claims processing, enhancing the financial stability of service providers. In the Protection from Harm area, the Department will access current safety information supporting reported incidents and investigations.

The Department needs to enhance its continuous process improvement with the use of technology. This will improve the Department's efficiency and effectiveness by enforcing standardized processes and metrics to evaluate business performance. In the Planning area, the Department will enforce standardized rule-based processes in order to establish benchmarks for evaluations and continuous improvement. In the Financial area, the Department will continuously incorporate best practices for leaner financial transactions and reporting to maximize federal reimbursements. In the Protection from Harm area, the Department will monitor and improve the performance of incident and investigation reporting and tracking tools in order to proactively address and enhance the safety of all persons.

The Department needs immediate user friendly, portable and secure access for the collection, review and reporting of agency information. This will allow DIDD employees, persons served and partners in all geographical locations secure access to appropriate and pertinent business information. In the Planning area, individuals will conveniently access and record information supporting individuals served. In the Financial area, authorized users will readily access, record, review and audit financial transactions and supporting information in a secure environment. In the Protection from Harm area, individuals will remotely access, record and review information regarding incidents and investigations in a convenient, simple and secure way.

The Department needs flexibility to keep up with the external and internal factors that mandate business change. This will allow timely and thorough responsiveness to federal, judicial and State requirements as well as technological advancements that drive business change. In the Planning area, the Department will be able to tailor its enrollment processes to external and internal business drivers. In the Financial area, the Department will improve its interoperability between DIDD and its provider agencies and TennCare. In the Protection from Harm area, the Department will respond quickly to judicial mandates and have the ability to adopt new technologies as they become available in order to continuously monitor safety and decrease risks.

The Department needs to improve the effectiveness of its staff with a more efficient utilization of technology. By reducing the time consuming and error prone manual processes, department and provider staff can be refocused to more person centered responsibilities. In the Planning area, the enrollment, approval and oversight of services will gain efficiencies from the use of better technology. In the Financial area, the automation of financial transactions with our partners will remove many of the manual reconciliation efforts. In the Protection from Harm area, the real time capturing of information will reduce the incident and investigation data entry processes allowing for the allocation of human resources to other needs.

Business Objectives

The mission of the Department of Intellectual and Developmental Disabilities is to use person centered practices to be a leader in the state service delivery system to support and increase the quality of life for Tennesseans with intellectual and developmental disabilities. To continuously support the Department's mission, multiple business reviews have been conducted. Through these reviews, a number of business objectives have been repeatedly identified. Project Titan will address these objectives, which consist of:

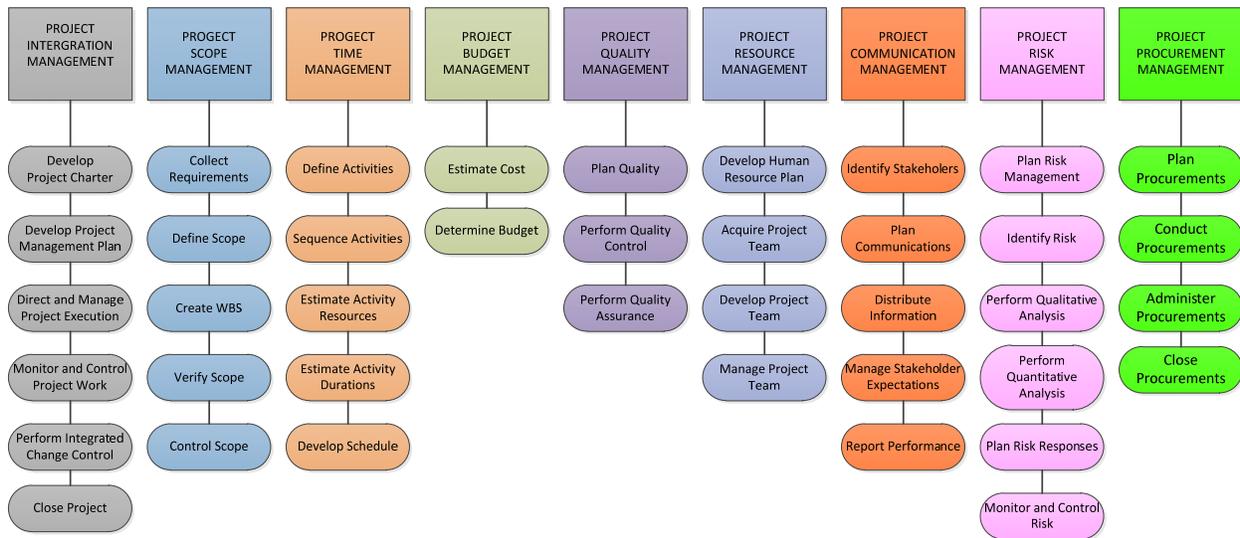
- Supporting the improvement of Protection from Harm by implementing a technology solution that reduces manual processes and improves data visibility, thus allowing staff to focus on their primary business goal of keeping people safe
- Improving both provider and Department financial integrity and flexibility to better facilitate tracking, validating and reporting of financial transactions through the use of an integrated technology solution
- Creating an electronic Individual Support Plan (ISP) which improves the ability to manage the services and outcomes that are provided to the persons served with a centralized repository and online information collection process

The success criteria for Project Titan will be to:

- Improve departmental decision making through access to current and accurate information
- Allow rule-based workflow technology for the collection, reporting and annotation of information related to providers, services and persons served
- Enable multilevel, role-based security allowing appropriate accessibility to information
- Improve financial audit support to allow standardization and better management of personal funds, trust accounts and third party liability within the Intermediate Care Facilities (ICF)
- Enhance the flexibility of business processes and systems to quickly adapt to future changes mandated by Federal, State and Legislative authorities
- Establish an electronic Individual Support Plan that is structured to be the cornerstone of future electronic records
- Provide current and accurate information to the courts
- Supply appropriate users with provider information related to demographics, services authorized and provider organization
- Provide adequate and accurate information about each person served

PROJECT DESCRIPTION

Project Titan will be managed by closely ascribing to project management methodologies that are based on the Project Management Book of Knowledge (PMBOK) and have been adopted by the Business Solutions Delivery Team. The result of this approach will be the delivery of a quality product that meets the stakeholders' defined requirements within the planned schedule and budget. The schematic below illustrates the methodology.



Project Objectives and Success Criteria

The project management objectives for Project Titan are:

- Provide a quality solution that meets the project stakeholders' expectations and defined requirements. This will be monitored and reported using the Requirements Traceability Matrix (RTM) and the recorded results of the User Acceptance Testing (UAT).
- Complete the project within the planned schedule. This will be monitored and reported using the Microsoft Project, Earned Value (EV) tools, Slipping and Slipped Tasks reports and other project monitoring reports and techniques. Changes to the schedule's baseline will be managed through a formal Change Control Process.
- Complete the project within the planned budget. This will be monitored and reported by the tracking and periodic review of actual cost versus the budgeted expenses and the use of EV tools.
- Manage any and all changes to the original scope and requirements of the project. This will be monitored and managed via a Change Control Board with established processes and guidelines to which strict adherence will be maintained.

- Ensure timely and appropriate generation, collection and distribution of all project information to the Project Steering Committee (PSC), Project Team and other project stakeholders. This will be monitored via meeting minutes, meeting notes and a communication registry that reflects the planned and actual formal communications to the PSC, Project Team and project stakeholders.
- Manage risks to the project by the use of a risk register. The risk register is used to identify all risks to the project, to quantify their probabilities of occurring, qualify their impact to the project and develop risk responses. The risk responses will be developed using expert judgment by the Project Director, Project Sponsor and Project Team.
- Manage the project procurement by following the State's procurement policies and procedures. Procurements will be monitored through a registry of purchasing documents (RFI, RFP, PO's, contracts, etc.) and through the budget review processes.
- Manage and monitor the acquisition, training and utilization of all project related human resources by use of organizational charts, conflict management techniques, status reports and meetings.

Requirements

Below is the list of high-level project requirements that have been collected and reviewed by the Project Team and stakeholders. The high-level requirements are grouped into general categories.

- Online, real time user interface
 - Will provide access to authorized individuals which will support intake, service planning, provider management, incident and investigation reporting and tracking, claims processing and accounting
 - Will include data and system edits and controls to assure data quality
 - Will provide immediate visibility of collected data for authorized individuals
 - Will provide the ability to accommodate multiple user platforms
- Centralized data repository
 - Will provide a centralized system of record for all data related to persons served, providers, and services of DIDD
 - Will provide a sophisticated search engine to allow the identification of data elements related to persons served, providers and services
 - Will provide the ability to navigate across the data structure to analyze related data elements associated with persons served, providers and services
 - Will support purging and archiving of data
- Distributed application

- Will support a State standard system architecture that provides flexibility, adaptability and recoverability of data throughout the life-cycle of the application
- Will support better management of the service level DIDD provides to its persons served, providers and other entities
- Document imaging and management
 - Will provide the ability to capture and securely store documents
 - Will allow authorized users to associate stored documents to persons served, provider and service records (i.e. incident forms, service plans, verification documents, diagnoses, EDI documents)
 - Will provide the controls to ensure the integrity of captured documents
- Workflow management
 - Will allow the management of standardized processes within and across all business entities
 - Will allow for the monitoring and review for all regulatory compliances
 - Will incorporate notifications, alerts and automated triggers to drive business processes and interfaces with internal and external entities
- System dashboards
 - Will allow all levels of management the ability to quickly monitor key business indicators through graphical data representation
 - Will provide the ability for authorized individuals to create customized views of data for analytical purposes
- Standardized and ad hoc information reporting
 - Will allow for the normalization of parameters for standardized reports
 - Will provide a reporting structure that allows reconciliation of all summary reports to supporting detail reports
 - Will present information to authorized individuals in a variety of formats through ad hoc queries and graphical reviews
- Automated interfaces
 - Will allow seamless collaboration with external business partners to ensure the timeliness and accuracy of shared information
 - Will utilize industry standard formats for the exchange of information in a secure manner
 - Will minimize manual interventions to reduce errors in the data exchanged with external entities
 - Will provide a foundation for judicious responding to new and future interface requirements with current and future partners

- Audit trail functionality
 - Will provide the ability to track the details of all events that occur within the system including any addition, change or deletion of data
 - Will improve individual accountability, allows for reconstruction and verification of events and assist in analysis

- Fiscal controls
 - Will provide role-based security to ensure adequate and auditable separation of duties
 - Will be able to maximize the claims reimbursement by the use of integrated business rules, proper fiscal controls and financial accountability
 - Will be able to accurately report with complete transparency of the consolidated portfolio of accounts

- Microsoft Office and SharePoint compatibility
 - Will maximize the State's investment in Microsoft Office applications by integrating these products into the system for alternative views of system information
 - Will dynamically integrate with Microsoft SharePoint to allow the leveraging of document management functionality
 - Will use Microsoft Office business intelligence features to support statistical analysis and trending

Constraints

Constraints are restrictions or limitations under which the Project Director must execute the project pertaining to people, money, time, and/or equipment. It is the Project Director's role to balance these constraints with available resources in order to ensure project success.

This project is constrained by the following factors:

- Limited to the funds approved by the Department of Finance and Administration
- Restrained by the fact that existing technical and business resources are currently allocated to other critical roles within the organization
- Dependent on the procurement of third party contract services for the configuration and implementation of the solution
- Must observe the rules of all pertinent regulatory agencies (CMS, Legislative, Judicial)
- All technology solutions implemented during this project must comply with State standards
- There is a single point of interface with TennCare which will affect the approach to implementation of the solution

- Providers across the State must have simultaneous access to identical functionality
- Solution access and response time will be dependent upon the characteristics of the State network
- Non-State users need online real time accessibility to portions of this solution
- Security must limit access to information base upon roles and responsibilities
- The system must satisfy all HIPAA requirements

Assumptions

In the development of the project charter, the Project Team has identified the following assumptions under which the project is defined.

- The solution will be configured to best support the Department's future state
- The Department will reengineer its processes to align with the new solution
- The solution will be based upon the Microsoft Dynamics platform
- The project and the solution will have continuous support from DIDD leadership throughout the project
- There will be sufficient DIDD technical staff to gain adequate knowledge of and support of the solution after implementation
- Policy staff will have the resources and authority to reengineer the procedures documentation to align with the solution
- This project will be the number one priority within DIDD until its completion
- This solution must be hosted within the State's data centers
- This project will have full support of the service providers engaged by DIDD
- The implementer will meet DIDD's expectations within the project budget

Preliminary Scope Statement

Project Titan will focus on the design, configuration, testing and delivery of a business solution that addresses accurate and immediate data collection, secured data visibility, reporting from a central data repository and transaction auditability for DIDD's three programmatic areas: Financial Management, Planning and Protection from Harm. The solution will provide the foundation for improved business processes, efficient and effective use of resources and a growth path for future DIDD initiatives. All project work will be independent of daily and ongoing operations. This project will conclude when the final report is submitted within thirty (30) days after the defined solution is tested and deployed across the DIDD organization, all technical documentation is completed and all deliverables have been signed off by the Project Director, the IT Director and Project Executive Sponsor.

RISKS

All projects have risks that can threaten their successes. Project risks are identified and assessed and appropriate responses are determined throughout the project. The Risk Management plan will address the methodology the project will employ to decrease the probability and impact of risks. The risks addressed in this section are risks that were identified during the initiation of the project. The chart below exhibits the risks identified by the Project Team, their probabilities and their impact.

Risk Identification			Qualitative Rating			
Risk ID	Risk Category	Risk Identification	Probability (1-5)	Impact (1-5)	Risk Score (P x I)	Risk Ranking
1	Project Initiation	Inability to attain approval to proceed with the project	3	5	15	1
2	Schedule	Time required for procuring the platform implementation vendor	3	4	12	2
3	Scope	Lack of agreement or level of the detail of the requirements for this project	3	4	12	3
4	Human Resources	Lack of DIDD business and technical resource availability throughout the project	3	4	12	4
5	Budget	Funding of project less than what is needed to complete project within scope	1	5	5	5
6	Human Resources	DIDD will not have complete support from all providers	2	2	4	8
7	Scope	Unauthorized scope change	1	4	4	6
8	Scope	Staff and providers not complying with business reengineering or process changes	3	1	3	9
9	Human Resources	Turnover in project leadership positions	1	4	4	7

PROJECT DELIVERABLES

There are four (4) deliverable categories that must be provided at the end of Project Titan by the Project Team. All deliverables will be the result of the effort and collaboration of the stakeholders, vendors and project management. There will be a formal acceptance process for these deliverables. These deliverable categories are:

- An operational solution that can be readily managed by the technical and business resources of DIDD and the technical resources of OIR
- Adequate training to DIDD staff, OIR staff and service providers to allow the effective uses and management of the solution
- Complete technical and user documentation describing how to operate and maintain the solution
- Complete project documentation that reflects the planning, execution and completion of the project

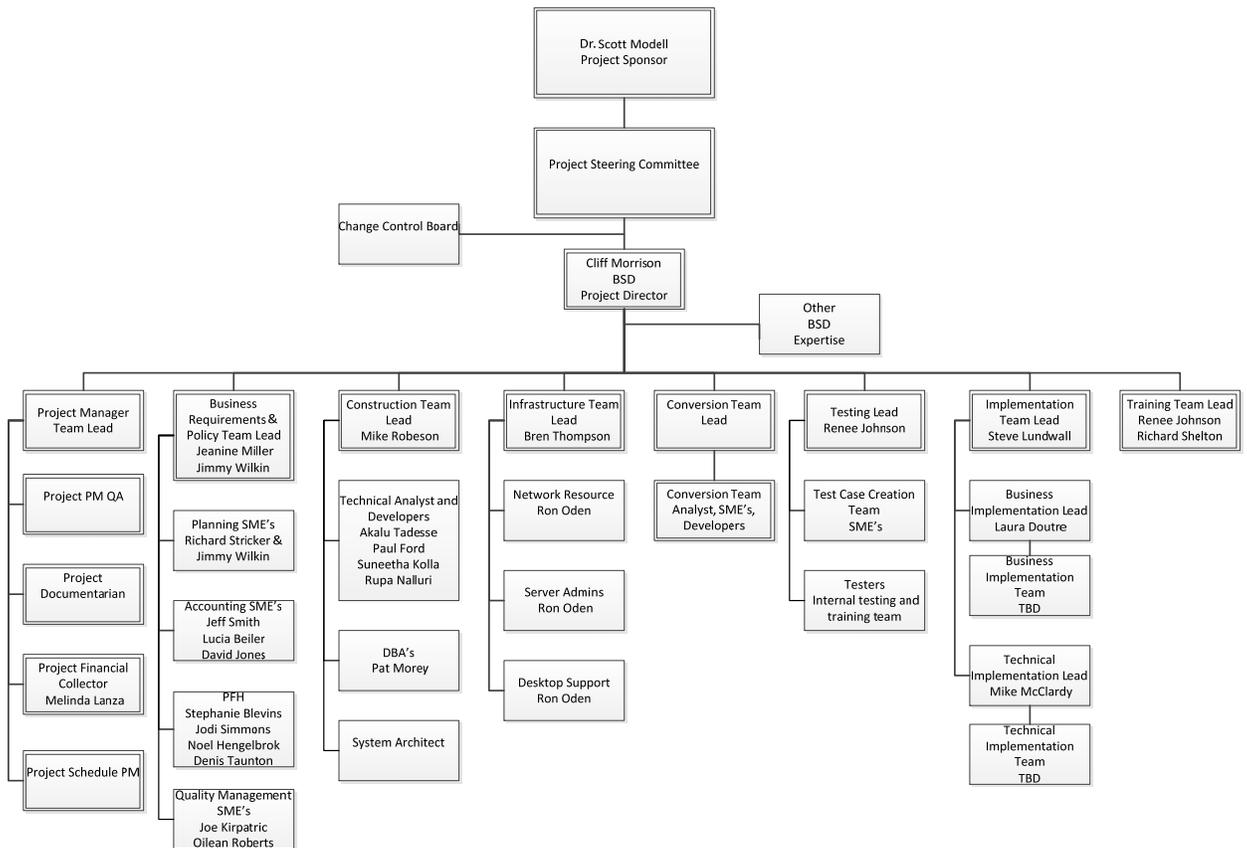
SUMMARY MILESTONE SCHEDULE

The project Summary Milestone Schedule is presented below. As requirements are more clearly defined this schedule may be modified. Any changes will be communicated through project status meetings by the Project Manager.

Summary Milestone Schedule – List key project milestones relative to project start.		
Project Milestone	Target Date	Completion Date
• Project Pre-initiation Start	03/05/2012	3/5/2012
• Project Initiation Documentation completed	05/14/2012	5/17/2012
• Project Documentation submitted to IT-ABC	05/15/2012	5/17/2012
• Presentation to IT-ABC	05/21/2012	5/21/2012
• Project Approval	06/08/2012	
• Platform Procurement complete	06/30/2012	
• Implementation Provider Procurement Complete	07/30/2012	
• Design and Development Phase begins	08/15/2012	
• Design and Development Phases complete	09/10/2012	
• Project Complete	03/15/2014	

ORGANIZATION AND RESPONSIBILITIES

Below is the organizational chart for the project, followed by a description of the roles and responsibilities for each position.



PROJECT SPONSOR

The Project Sponsors will provide overall guidance to the project and provide senior-management direction as needed. Specifics of the role include:

- Actively champion the project and monitor project progress
- Maintain thorough understanding of the project
- Provide senior-level support and guidance
- Assist in removing obstacles to success
- Approve changes to project scope, timing, budget, and charter, as appropriate
- Empower the Project Team to make decisions
- Make strategic-level decisions and resolve issues in a timely manner

Project Sponsors are:

Name	Role
Dr. Scott Modell	Executive Project Sponsor
Commissioner Jim Henry	Commissioner of DIDD
Commissioner Mark Emkes	Commissioner of F&A

PROJECT DIRECTOR

Assigned Project Director

The assigned Project Director for Project Titan is Cliff Morrison.

Role

The Project Titan Director is the person responsible for developing, in conjunction with the Project Sponsor, a definition of the project. The Project Director then ensures that the project is delivered on time, within budget and to the required quality standard. This person ensures the project is effectively resourced and manages relationships with a wide range of groups, including all project contributors.

Responsibilities

The Project Director is responsible for managing the work of the project, allocating and utilizing resources in an efficient manner, managing vendor contracts, and maintaining a cooperative, motivated and successful team. The responsibilities of the Project Director include the following:

- Recruiting project staff and consultants
- Managing and leading the Project Team
- Managing co-ordination of the partners and working groups engaged in project work
- Detailed project planning and control including:
 - Developing and maintaining a detailed project plan
 - Managing project deliverables in line with the project plan
 - Recording and managing project issues and escalating where necessary
 - Resolving cross-functional issues at project level

- Managing project scope and change control and escalating issues where necessary
- Monitoring project progress and performance
- Providing status reports to the Project Sponsor(s)
- Managing project training within the defined budget
- Liaison with, and updates progress to, project steering board/senior management
- Managing project evaluation and dissemination activities
- Final approval of the design specification

PROJECT STEERING COMMITTEE

Project Steering Committee members are any persons or groups who are to provide overall guidance as needed to assure that the program/project meets its goals and objectives. This committee is comprised of Executive and Business Sponsors and designated stakeholders representing the affected organizational units.

Responsibilities

- Review and recommend approval of program/project deliverables
- Resolve issues or assist with issue resolution when escalation is required
- Assist with risk mitigation
- Provide direction on major decisions during project execution, such as change requests, trade-offs between cost/time/scope, and resource-availability conflicts

Key Project Steering Committee members are:

Name	Role
Dr. Scott Modell	Executive Project Sponsor, Deputy Commissioner, Office of Policy & Innovation
Debbie Payne	Deputy Commissioner, Office of Program Operations
Dr. Tom Cheetham	Director, Office of Health Services
Pat Nichols	Assistant Commissioner, Quality Management
Russell Nicoll	Director, Information Technology
Lance Iverson	Assistant Commissioner, Fiscal & Administrative Services

Name	Role
Lee Vestal	Director, Risk Management
Theresa Sloan	Legal Counsel, Regulatory Affairs
Stephanie Dedmon	BSD Director
Jamie Etheridge	OIR
TDB	TennCare
Mike Dedmon	Budget Director, Finance & Administration

PROJECT STAKEHOLDERS

Project Stakeholders are any persons or groups who have interests which may be positively or negatively impacted by the performance or completion of the project. The Key Project Stakeholders identified for Project Titan are actively involved within the project and as a result may exert influence over the project's objectives and outcomes. To account for stakeholder involvement, project deliverables shall require stakeholder review and approval as appropriate.

Key Project Stakeholders are:

Name	Role
Richard Strecker	Planning (Case Management, Intake)
Annette Caldwell-Binkley	Planning (Case Management, Intake)
Courtney Kelly	Planning (Case Management, Service Delivery, Plans Review)
Barbara DeBerry	Planning (Service Delivery, Plans Review)
Lucia Beiler	Planning (Case Management), Accounting (Financials)
Carol Scott	Planning (Case Management)

Name	Role
Linda Maurice	Planning (Provider Recruitment)
Richard Shelton	Planning (Provider Recruitment)
Luke Queen	Planning (Service Delivery)
Dr. Stacey Dixon	Planning (Service Delivery)
C.J. McMorran	Planning (Service Delivery)
John Craven	Planning (Service Delivery)
Diane Brightwell	Planning (Service Delivery)
Julie Huber	Planning (Service Delivery)
Jeff Smith	Accounting (Financials)
Lee Vestal	Accounting (Financials), Quality Management (Compliance)
Michelle Jernigan, TennCare	Accounting (Financials)
Ken Barker, TennCare	Accounting (Financials)
Janie Warren	Accounting (Financials)
Pat Nichols	Quality Management (Compliance)
Joe Kirkpatrick	Quality Management (Compliance)
Jeff Davis	Quality Management (Compliance)
Kelly McCain	Quality Management (Compliance)
Stephanie Blevins	Quality Management (Protection from Harm)

Name	Role
Jodi Simmons	Quality Management (Protection from Harm)
Noel Hengelbrok	Quality Management (Protection from Harm)
Jeanine Miller	Quality Management (Policy)
Laura Doutre	Quality Management (Policy)
Kim Dean	Quality Management (Policy)
Michelle Ojima	Quality Management (Policy)
Russell Nicoll	Technology
TBD	Technology

PROJECT TEAM

The Project Titan team will provide the day-to-day operation of the project and will:

- Serve as full-time participants on the project
- Participate/lead specific project tasks in accordance with the project plan
- Facilitate work sessions and conduct interviews, as appropriate
- Ensure adequate project documentation is created and maintained
- Perform development of assigned deliverables, and ensure deliverables are completed on schedule
- Actively participate in developing project work products, refining business processes, and in developing, implementing and testing system requirements
- Anticipate problems proactively and make recommendations for improvements
- Resolve issues in a timely manner per the project issue escalation policy
- Actively participate in Project Team meetings and status reporting activities
- Review project deliverables in accordance with deliverable review process

Project Team Staffing Estimate

Project Role	Participation Estimate
BSD Project Director	1
Agency Project Manager	5
Business Requirements Team Manager	2
Planning Business Requirements Team Lead	1
Financial Business Requirements Team Lead	1
Protection From Harm Business Requirements Team Lead	1
Quality Assurance Requirements Team Lead	1
Construction Team Lead	1
Infrastructure Team Lead	1
Conversion Team Lead	1
OIR Project Manager	1
Testing Team Lead	1
Implementation Team Lead	1
Training Team Lead	1
Subject Matter Experts (Business)	20
Technical Experts	7
Business Analyst	7

Participation Estimate: The estimated number of FTEs who will serve on the project within the given role.

PROJECT APPROVAL REQUIREMENTS

Success for Project Titan will be achieved when a fully tested solution and all technical user and user training is fully deployed throughout the Department of Intellectual and Developmental Disabilities within the time and cost constraints indicated in this charter. Success will be determined by the Project Sponsor, Dr. Scott Modell, who will also authorize completion of the project.

AUTHORIZATION

Approved by:

_____ Date: _____
Cliff Morrison
Project Director

_____ Date: _____
Scott Modell
Project Executive Sponsor

_____ Date: _____
Russell Nicoll
Project Technical Sponsor

Glossary

Center for Medicare and Medicaid Services (CMS)- shall mean the United States federal agency which administers Medicare, Medicaid, and the Children's Health Insurance Program.

Earned Value Tool (EV)- shall mean a business intelligence tool which supports the management's ability to track the progress of the project.

Health Insurance Portability and Accountability Act (HIPAA)- shall mean a federal law amended in 1996 that pertains to a person's right to have personal health records maintained in a confidential manner.

Individual Support Plan (ISP)- shall mean a person-centered document that provides an individualized, comprehensive description of the person supported as well as guidance for achieving unique outcomes that are important to the person in achieving a good quality of life in the setting in which they reside.

Intermediate Care Facility (ICF)-shall mean a licensed facility approved for Medicaid vendor reimbursement that provides specialized services for individuals with intellectual disabilities or related conditions and that complies with current federal standards and certification requirements for ICF/ID's.

Office for Information Resources (OIR)-shall mean a division of the Department of Finance and Administration which provides direction, planning, resources, execution and coordination in managing the information systems needs of the State of Tennessee.

Person Centered Practices/Person Centered Services- shall mean a process which is focused on the person who receives or will receive services in terms of who they are, what they want in life, and how their goals may be accomplished.

Person Served- shall mean an individual who is receiving services or has applied for services, because the person has an intellectual or developmental disability.

Protection from Harm (PFH)- shall mean a division of the Department of Intellectual and Developmental Disabilities which assures the protection and safety of persons served.

Provider or Agency- shall mean an agency who has been approved by DIDD to provide one or more HCBS waiver services and may include state-funded services.

Requirements Traceability Matrix (RTM)- shall mean a tool which ensures the solution will match DIDD's business requirements.

Services shall mean a DIDD approved employment, day or residential program, therapy, case management and/or support coordination for individuals with intellectual or developmental disabilities.

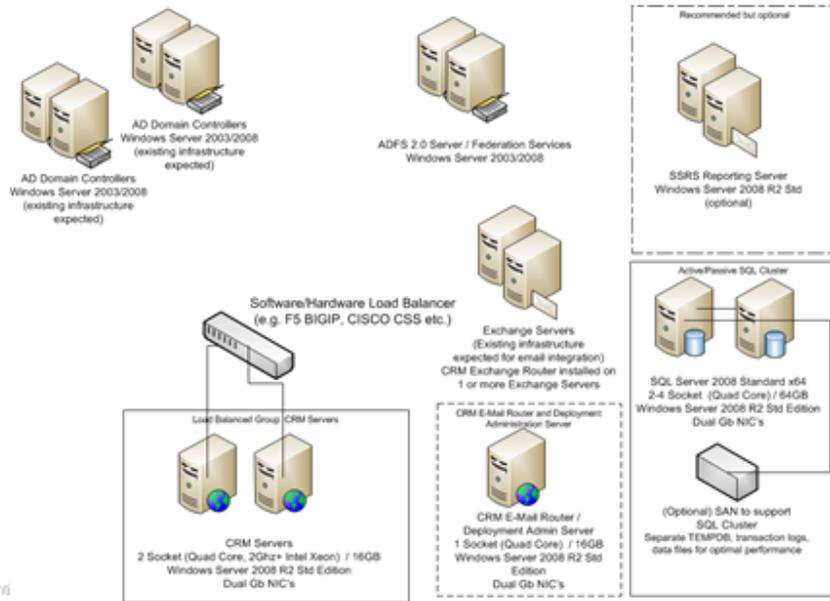
Stakeholder shall mean an entity outside DIDD that is affected by DIDD policies

TennCare shall mean the single State Medicaid Agency responsible for the administration of the State's Medicaid Program.

User Acceptance Testing (UAT) shall mean a process for the subject matter experts to review and test the business solution to ensure it is successful.

Proposed Production Environment for DIDD Solution

Production – Baseline



Microsoft Confidential

3

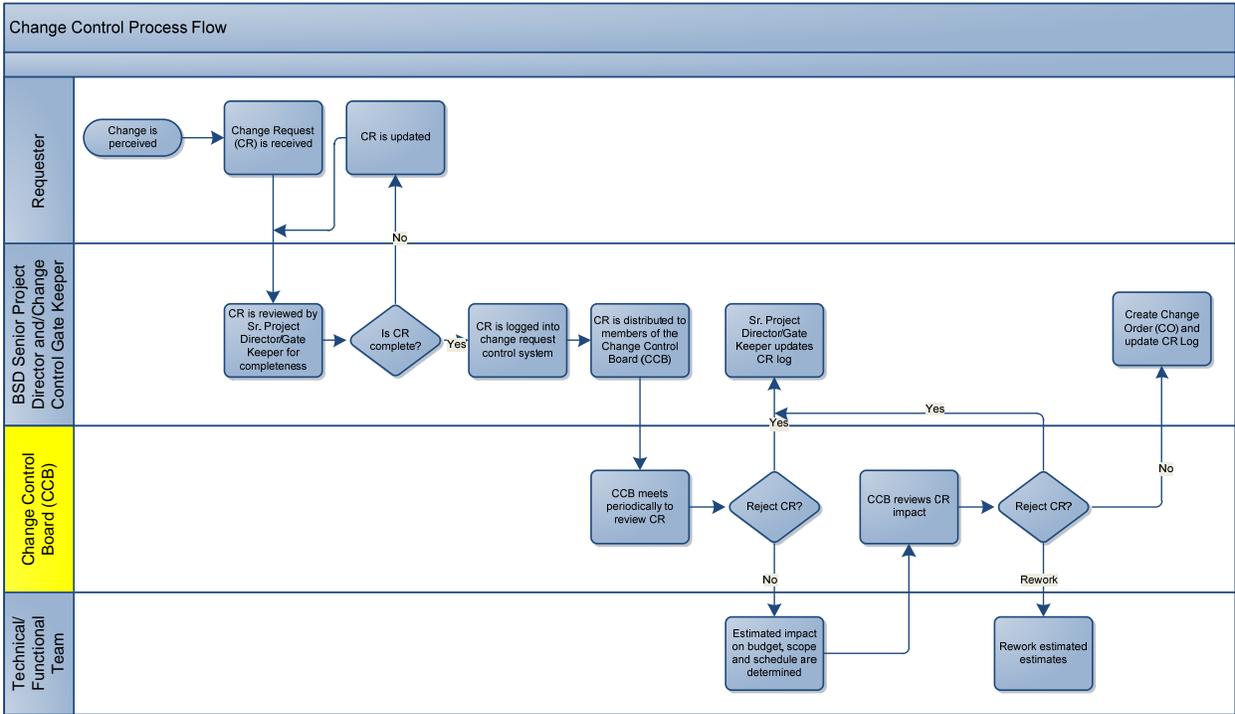
Introduction

Change Control

The Change Management Process is undertaken to ensure that each change introduced to the project environment is appropriately defined, evaluated and approved prior to implementation. Change Management will be introduced to this project through the implementation of five key processes:

- The submission and receipt of change requests
 - The review and logging of change requests
 - The determination of the feasibility of change requests
 - The approval of change requests
- The implementation and closure of change requests.

The following swim lane diagram describes the roles, processes and procedures to be undertaken to initiate, implement and review the effects of changes within the project.



Change Management Process

Identify and Submit Change Request

This process provides the ability for any member of the project team to submit a request for a change to the project. The Change Requester:

- Identifies a requirement for change to any aspect of the project (e.g. scope, deliverables, timescales and organization)
- Completes a Change Request form (CR) and distributes the form to the BSD Senior Project Director. The CR summarizes the change:
 - Description
 - Reasons/Goals for changes
 - Recommendations
 - Impacts (Cost, Scope, Schedule, and/or Quality)
 - Solution
 - Disposition (Approve, Reject, Defer)

Review Change Request

The Sr. Project Director/Change reviews the CR and determines whether or not additional information is required for the Change Control Board to assess the full impact of the change to the project time, scope, cost and/or quality. The decision will be based on factors, such as:

- Number of change options presented
- Feasibility and benefits of the change
- Complexity and/or difficulty of the change options requested
- Scale of the change solutions proposed.

The Sr. Project Director will record the CR details in the Change Log to track the status of the change request.

Approve Change Request

The Sr. Project Director will forward the Change Request Form and any supporting documentation to the Change Control Board (CCB) for review and final approval. The CCB will determine the feasibility of this change by examining factors, such as:

- Risk to the project in implementing/not implementing the change
- Impact on the project in implementing the change (time, resources, finance, quality).

After a formal review, the CCB may:

- Approve the change as requested
- Reject the change
- Request more information related to the change.

State of Tennessee Enterprise Architecture

[THIS IS A PLACEHOLDER FOR THE *TENNESSEE ENTERPRISE ARCHITECTURE*, WHICH WILL BE INSERTED HERE PRIOR TO CONTRACT APPROVAL.]

Enterprise Information Security Policies

State of Tennessee
Department of Finance and Administration
Office for Information Resources
Information Security Program

Document Version 1.6 – April 4, 2008 For Public Release

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1. EXECUTIVE SUMMARY

The main purpose of this document is to define the information security policies of the State of Tennessee along with the organization and framework/structure required to communicate, implement and support these policies. Information is an asset, which like any other asset owned by the State of Tennessee, has significant value to the stakeholders of the State. Information security is a critical component that is required to enable and ensure the availability, integrity and confidentiality of data, network and processing resources required for the State of Tennessee to perform its business and operational practices. This policy document has been developed to establish and uphold the minimum requirements that are necessary to protect information resources (assets) against unavailability, unauthorized or unintentional access, modification, destruction or disclosure as set forth by the Information Systems Council (ISC) of the State of Tennessee.

The scope of this document is intended to cover any information asset owned, leased or controlled by the State of Tennessee and the methodologies and practices of external entities that require access to the State of Tennessee's information resources. This document seeks to protect:

- . All desktop computing systems, servers, data storage devices, communication systems, firewalls, routers, switches, hubs, personal digital assistants (PDAs) and mobile devices (computing platforms) owned by the State of Tennessee where lawfully permitted.
- . Any computing platforms, operating system software, middleware or application software under the control of third parties that connect in any way to the State of Tennessee's enterprise computing or telecommunications network.
- . All data, information, knowledge, documents, presentations, databases or other information resource stored on the State of Tennessee's computing platforms and/or transferred by the State's enterprise network.

This document applies to all full- and part-time employees of the State of Tennessee and all third parties, contractors or vendors who work on State premises or remotely connect their computing platforms to the State of Tennessee's computing platforms.

By establishing the appropriate policy framework and utilizing a documented policy development process that includes all stakeholders, the State envisions maximum voluntary compliance. The policy development and implementation process includes an impact analysis, input from Agency IT professionals and approval by the Chief Information Security Officer (CISO) and executive management team within the Office for Information Resources, Department of Finance and Administration. For Public Release

All information resources and any information system owned by the State of Tennessee shall be protected from unauthorized disclosure, use, modification or destruction in a manner commensurate with their value, sensitivity and criticality to the business and operation of the state government and those they serve. Access to information technology assets will be granted using the principle of least privilege.

All of the approved policies will support the requirements of the Information Systems Council of the State of Tennessee as well as the General Information Security Policy of the State of Tennessee. For Public Release

1. INTRODUCTION

The Information Security Challenge

Information technology (IT) solutions are driven by the demands of our daily business activities. The ability to procure efficient communication, IT resources and business processes at a low cost is a foundational component of successful IT programs. This integration moves quickly to align itself with the “just in time” requirements of the business. Given the growth demands of the business along with the associated time sensitive integration strategies, we are presented with new risks at every turn. Organizations will frequently take risks in order to meet those time sensitive business requirements, sometimes cutting out existing processes which could introduce delays, or bypassing process requirements all together to keep up with the demand of the customers whom they serve. This practice, also known as risk management, is a component of any successful business. Modern enterprises will implement risk management and/or information security programs to mitigate these risks.

The State of Tennessee has recognized the need and put the information security programs to work. One of the main goals of any successful information security program is to protect the organization’s revenues, resources, and reputation. This is accomplished through several means. Some examples are implementing risk management methodologies, security architectures, control frameworks and security policy to list a few.

Security policy is a foundational component of any successful security program. The Enterprise Information Security Policies for the State of Tennessee are based on the International Standards Organization (ISO) 17799 standard framework. The policies are designed to comply with applicable laws and regulations; however, if there is a conflict, applicable laws and regulations will take precedence. The policies included in this document are to be considered the minimum requirements for providing a secure operational environment. For Public Release

Scope (2.1)

The scope of this document is intended to cover any information asset owned, leased or controlled by the State of Tennessee and the methodologies and practices of external entities that require access to the State of Tennessee's information resources. This document seeks to protect:

- . All desktop computing systems, servers, data storage devices, communication systems, firewalls, routers, switches, hubs, personal digital assistants (PDAs) and mobile devices (computing platforms) controlled by the State of Tennessee where lawfully permitted.
- . Any computing platforms, operating system software, middleware or application software under the control of the State of Tennessee, or by third parties, operated on behalf of the State of Tennessee that connect in any way to the State's enterprise computing or telecommunications network.
- . All data, information, knowledge, documents, presentations, databases or other information resource stored on the State of Tennessee's computing platforms and/or transferred by the State's enterprise network.

All full- and part-time employees of the State of Tennessee and all third parties, contractors, or vendors who work on State premises or remotely connect their computing platforms to the State of Tennessee's computing platforms shall adhere to the policies and requirements set forth in this document.

Authority (2.2)

The Information Systems Council (ISC) has authorized the Department of Finance and Administration, Office for Information Resources (OIR) to establish and enforce policy and statewide standards as they are related to information security. These policies and standards include, but are not limited to, network and Internet access, any computing platform attached to the State's enterprise network and any wired or wireless technology attached to the State's enterprise network. The Office for Information Resources is responsible and authorized by the ISC to perform audits on any device that attaches to the State of Tennessee's enterprise network.

Reference:

Tennessee Code Annotated, Section 4-3-5501, effective, May 10, 1994
ISC Information Resource Policies, Policy 1.00
ISC Information Resource Policies, Policy 13.00 For Public Release

Exceptions (2.3)

All exceptions to any of the security policies shall be reviewed by the Security Advisory Council (SAC) and approved by the Chief Information Security Officer. The exception request process and form can be found in the appendix of this document.

Review (2.4)

Review of this document takes place within the Security Advisory Council sessions and will occur on a semi-annual basis at a minimum. Document review can also be requested by sending a request to the OIR Security Management Team.

The official policy document and supporting documentation will be published on the OIR intranet site located at:

<http://intranet.state.tn.us/finance/oir/security/policy.htm> IFor Public Release

Document Format (2.5)

This document generally follows the International Standards Organization (ISO) 17799 standard framework for information technology security management. Each section starts with a high-level policy statement for the domain that is discussed in that section. The high-level policy statement is followed by the objectives of the section. More detailed or specific policy statements follow the objectives. The MINIMUM COMPLIANCE REQUIREMENTS category contains the minimum requirements for compliance criteria that are global and apply to all systems or platforms across the entire enterprise. Finally, the section closes with a description of responsibilities for the Office for Information Resources, agencies and individuals.

X. Section Name

High-level policy statement for section

OBJECTIVES:

Policy Name(x.x)

Policy statement.

Sub-Policy Name(x.x.x)

Sub-policy statement.

Policy Name(x.x)

Policy statement.

Policy Maintenance (2.6)

All policies will be maintained in accordance with the OIR policy process documentation. See the Security Policy Development and Implementation Process located in the appendix of this document. For Public Release

1. GENERAL INFORMATION SECURITY POLICY

All information resources and information systems owned by the State of Tennessee shall be protected from unauthorized disclosure, use, modification or destruction in a manner consistent with their value, sensitivity and criticality to the business and operation of the state government and those it serves. The State of Tennessee shall institute an information security program to define the overall information security policy and direction.

OBJECTIVES:

- . Ensure that the State of Tennessee's information resources are adequately and appropriately protected against unavailability, unauthorized access, modification, destruction or disclosure as required by the Information Systems Council of the State of Tennessee.
- . Ensure that the State of Tennessee provisions an information security program to uphold the State of Tennessee's information security requirements.
- . Ensure that authorized access to the State of Tennessee's information resources is appropriately provisioned.
- . Prevent disruption of business processes or service delivery caused by information security inadequacies.
- . Ensure that the information security posture of the State of Tennessee is appropriately, efficiently and effectively communicated to the stakeholders of the State of Tennessee.
- . Define and assign responsibilities for protecting information technology resources.

RESPONSIBILITIES:

OIR

OIR is responsible for establishing and maintaining a statewide information security policy and security program. OIR will ensure that any information processing system attached to the State of Tennessee's enterprise network and managed by OIR, or on behalf of OIR, is compliant with this policy document. OIR will ensure that this policy document and any subsequent additions, changes or deletions are communicated appropriately to all agencies of State government.

Agency

Agencies are responsible for ensuring that any information processing system attached to the State of Tennessee's enterprise network and managed by the agency, or on behalf of the agency, is compliant with this policy document. Agencies are responsible for developing and implementing procedures and operations processes that support the goals and objectives of this policy document. Agencies may develop agency-specific policy documents provided the minimum requirements set forth in this document are met. Agencies are responsible for communicating this policy document throughout the agency. For Public Release

Users

Users are responsible for adhering to statewide and agency policies, standards, procedures and guidelines pertaining to information security. For Public Release

1. ORGANIZATIONAL SECURITY POLICY

The State of Tennessee shall maintain an organization within the Office for Information Resources (OIR) that is directly responsible for the direction and strategy of the information security program within the State of Tennessee and for all agencies of Tennessee state government. This group shall be led by the Chief Information Security Officer (CISO) who is ultimately responsible for the direction of the program and for reporting on the State's security posture to the Chief Information Officer (CIO) of the State of Tennessee. Each state agency shall appoint an information security "point of contact" (POC).

OBJECTIVES:

- . Ensure that the State of Tennessee provisions an information security organization, led by a Chief Information Security Officer, to support the State of Tennessee's information security requirements.
- . Ensure that the information security program can adequately address the requirements set forth by the Information Systems Council.
- . Ensure that the State of Tennessee provisions an information Security Incident Response Team with appropriate resources to exercise the State of Tennessee's information security incident response plan when appropriate.
- . Ensure that agencies designate a knowledgeable information security "point of contact" (POC), in accordance with the Information Systems Council's "Information Resource Policies" requirements. This POC will act as the central communications figure regarding information security within the agency.

Information Security Infrastructure (4.1)

OIR Security Management shall initiate and control an enterprise information security architecture that includes, but is not limited to, a policy framework, an organizational and communication framework and a security technology framework.

Incident Response Policy (4.2)

The State of Tennessee shall establish an information Security Incident Response Team (SIRT). The SIRT will ensure that the State of Tennessee can efficiently and effectively communicate information security incidents to the proper stakeholders and respondents of the State. The SIRT members will be appointed based on their position and capabilities within the organization. Each agency shall designate an information security "point of contact" (POC), in accordance with the Information Systems Council's "Information Resource Policies" requirements. This POC will act as the central communications figure regarding security incidents within the agency. The POC shall have responsibility for incident escalations, actions and authority for the administrative oversight of security for the information technology resources under the agency's control. The POC within each agency will For Public Release

participate as a member of the SIRT. The CISO of the State of Tennessee will appoint members from within OIR to participate in the SIRT.

Incident Response Plan (4.3)

See the appendix of this document.

RESPONSIBILITIES:

OIR

OIR is responsible for the establishment of the information security organization as well as the appointment of a Chief Information Security Officer (CISO). The CISO is responsible for the fostering, leadership and communication of the State of Tennessee's enterprise security program. The CISO shall establish a Security Advisory Council (SAC). As Chair of the Security Advisory Council (SAC), the CISO will ensure that the proper representatives are appointed to the SAC and will lead the SAC's efforts to develop, implement and maintain an information security program for the State of Tennessee. The CISO will chair the SIRT and ensure that it will be appropriately staffed and provisioned, organized, maintained, and will include a representative from each agency. The CISO will also ensure that an information security response plan is developed, maintained, and distributed to all agencies.

Agency

Agencies are responsible for appointing an information security POC. In accordance with ISC policies, the agency POC will have the responsibility and authority for the administrative oversight of security for information resources under the agency's control. The POC shall be available to work with the SIRT and knowledgeable of the information incident response plan. Further, agencies will ensure that the agency POC participates in the "Tennessee Agency Security Advisory Group" chaired by the CISO.

Users

Users are responsible for reporting suspected or known security violations to the agency's POC and for following instructions pertaining to specific incidents as provided by SIRT members. For Public Release

1. **ASSET CLASSIFICATION AND CONTROL POLICY**

All information resource assets owned by the State of Tennessee shall be classified in accordance with the requirements set forth within this section in order to ensure that they receive an appropriate level of protection from unauthorized disclosure, use, modification or destruction. Classified assets shall be protected in a manner consistent with their value, sensitivity and criticality to the business and operation of the state government and those it serves or as specified by any superseding State or Federal law or regulation.

Accountability of Assets (5.1)

All information resource assets owned by the State of Tennessee shall be accounted for and have a designated custodian. Custodians shall be identified for all information resource assets by each State agency, and the responsibility for the maintenance of appropriate controls, or stewardship, shall be assigned for the assets under the agency's control. Accountability shall remain with the designated custodian of the asset.

Data Classification (5.2)

Data stored or transferred by information resource assets owned by the State of Tennessee shall be classified according to the definition of "Personal Information" or "Confidential Records" as specified by applicable State and/or Federal law and regulations to indicate the need, priorities and degree of protection it will receive. At a minimum data shall be classified as public or confidential.

Public Data Classification Control (5.2.1)

Data classified as public shall be protected from unauthorized modification or destruction.

Confidential Data Classification Control (5.2.2)

Data classified as confidential shall be protected from unauthorized disclosure, use, modification or destruction.

RESPONSIBILITIES:

OIR

OIR is responsible for the development and maintenance of the statewide information resources asset classification requirements. OIR shall identify asset custodians for the information resources under their direct control. OIR asset custodians shall classify the assets under their control at the time the assets are assigned or created. Asset classification and maintenance can be delegated to an asset steward supervised by the asset custodian. For Public Release

Agency

Agencies are responsible for identifying asset custodians for the resources under their direct control. Agency asset custodians shall classify the assets under their direct control at the time the assets are assigned or created. Asset classification and maintenance can be delegated to an asset steward supervised by the asset custodian.

Users

Users shall responsibly work with the assets they are assigned and due care shall be taken to protect any mobile computing asset from theft or destruction. Users shall not provide access to information resource assets without obtaining authorization from the asset custodian. For Public Release

1. PERSONNEL SECURITY POLICY

Personnel Background Investigation (6.1)

Under Development

Acceptable Use Policy (6.2)

See the appendix of this document. For Public Release

1. PHYSICAL AND ENVIRONMENTAL SECURITY POLICY

Physical access to the State of Tennessee's information resource assets and infrastructure will be restricted to individuals who require that access to perform their job function.

OBJECTIVES:

- . To prevent unauthorized access, damage or interference to State of Tennessee premises and information.
- . To prevent loss, damage or compromise of processing equipment or network components.

Secure Areas (7.1)

Critical/sensitive business information processing facilities shall be housed in secure areas, protected by a defined security perimeter, with appropriate security barriers and entry controls that protect them from unauthorized access, damage and/or interference.

Physical Security Perimeter (7.1.1)

All critical/sensitive enterprise processing facilities shall have multiple layers of physical security. Each layer shall be independent and separate of the preceding and/or following layer(s).

All other processing facilities shall have, at a minimum, a single security perimeter protecting it from unauthorized access, damage and/or interference.

Equipment Security (7.2)

Processing equipment shall be sited or protected to reduce the risks from environmental threats and hazards, and to reduce the opportunities for unauthorized access.

Equipment Placement and Protection (7.2.1)

Equipment shall be located in secured areas. Equipment located in areas where the State of Tennessee is unable to maintain a secure perimeter shall be locked in a secured cabinet with access controlled

by the State of Tennessee. Secured cabinets or facilities shall support further segregation within the State of Tennessee's Information Technology (IT) organization based on role and responsibility.

Power Supplies (7.2.2)

Infrastructure and related computing equipment shall be protected from power failures and other electrical anomalies. For Public Release

Cabling Security (7.2.3)

Power and telecommunications cabling carrying data or supporting information services shall be protected from unauthorized interception or damage.

General Security Controls (7.3)

Information shall be protected from disclosure to, modification or theft by unauthorized persons.

Clear Screen Policy (7.3.1)

All endpoints that provide access to Information Processing Systems shall be configured so that a screen-saver, with password protection engaged, or other lock-down mechanism that prevents unauthorized viewing of screen information or unauthorized access to the system shall automatically be implemented if the system has been left unattended.

All computing platforms with attached displays shall be oriented away from direct line of sight from unauthorized viewers.

RESPONSIBILITIES

OIR

OIR is responsible for developing requirements and guidelines for physical access to enterprise information resource assets and infrastructure. OIR will ensure that appropriate protective mechanisms are installed to restrict access to the enterprise information resource assets and infrastructure, in coordination with appropriate departments. Further, OIR will ensure physical access to enterprise assets is monitored, and unauthorized access is reported to management or the proper authorities.

Agency

Agencies are responsible for implementing practices and procedures and installing protective mechanisms to ensure local information assets are protected from unauthorized access. Agencies are also responsible for ensuring that physical access to agency hosted assets is monitored and that unauthorized access is reported to management or the proper authorities.

Users

Users should report any suspicious activity or persons to management or the proper authorities. Users should also refrain from behaviors that could compromise the physical protection of information technology resources such as willful assistance without proper identification, tailgating through doors or sharing facility access keys or codes. For Public Release

1. COMMUNICATIONS AND OPERATIONS MANAGEMENT POLICY

All agencies of the State of Tennessee shall document and maintain standard security operating procedures and configurations for their respective operating environments.

OBJECTIVES:

- . Reduce the risk of liability for the unauthorized usage of unlicensed software and minimize the threat of exposure due to software weaknesses and/or configurations.
- . Prevent the automated propagation of malicious code and contamination of sterile environments attached to the enterprise network.
- . Ensure that media resources containing sensitive data are sanitized before transferal or reuse and that they are destroyed when decommissioned and not selected for reuse or transfer.
- . Protect critical state information resource assets, including hardware, software and data from unauthorized use, misuse, or destruction.

Operational Procedures and Responsibilities (8.1)

The operating procedures identified by the security policy shall be documented and maintained by the appropriate process owners.

Documentation of Operating Procedures (8.1.1)

Operating procedures relating to security shall be treated as formal documents and changes shall be authorized by management.

Operational Change Control (8.1.2)

Changes to information processing facilities and systems shall be controlled and monitored for security compliance. Formal management responsibilities and procedures shall exist to ensure satisfactory control of all changes to equipment, software, configurations or procedures that affect the security of the State of Tennessee's operational environment.

All written documentation generated by the change control policies shall be retained as evidence of compliance.

Segmentation and Layered Security (8.1.3)

The State of Tennessee's operational environment shall support segmentation and layered security technologies and configurations based on role, risk, sensitivity and access control rules.

Segregation of Duties (8.1.4)

Separation of Development and Production Facilities (8.1.5)

Production Environment Access Control (8.1.6)

Under Development For Public Release

System Planning and Acceptance (8.2)

System Acceptance (8.2.1)

Under Development

Capacity Planning (8.3)

Under Development

Software Control (8.4)

All software installed within the State's operational environment shall support security mechanisms that provide data integrity, confidentiality and availability. Software shall support security event monitoring and audit ability.

Authorized and Licensed Software (8.4.1)

Only licensed software procured through State of Tennessee contracts or software acquired with Office for Information Resources (OIR) involvement in the procurement process shall be installed in the State's environment. Software that does not require a purchase (i.e. General Public License, FreeWare, ShareWare) shall be approved as a State standard software product through the State's architecture standards approval process.

Malicious Software Control (8.4.2)

All computing platforms that are attached to the State's enterprise technology infrastructure shall be protected from intentional or unintentional exposure to malicious software. Malicious software includes, but is not limited to, software viruses, worms, Trojan horses and/or logic bombs.

Compromised System Policy (8.4.2.1)

Any system found infected with "Rootkit" malicious software is considered fully compromised. Fully compromised systems shall be removed from the operational environment. OIR Security Management reserves the right to seize any compromised system for forensic analysis.

Patch Management Control (8.4.3)

All applications and processing devices that are attached to the State's enterprise technology infrastructure shall be kept up to date with security related patches made available by the software or hardware vendor.

Media Handling and Security (8.4.4)

Software licensed to the State of Tennessee shall be installed only on systems or devices covered by the license agreement.

Application Control (8.4.5)

Under Development For Public Release

Media Disposal and Reuse (8.5)

All data storage devices (media) subject to transfer or reuse must be sanitized in accordance with the State of Tennessee's media reuse procedure or superseding State or Federal requirements. Media assets that are not subject to transfer or reuse must be destroyed in accordance with the State of Tennessee's media disposal procedures or in accordance with superseding State or Federal requirements.

RESPONSIBILITIES:

OIR

OIR is responsible for maintaining network infrastructure and enterprise component software and operating system configurations with the latest release of security related updates compatible with the State's enterprise environment and will provide a means by which authentic, tested and approved security related software updates can be deployed and implemented by agencies across the enterprise. OIR will deploy and monitor security control devices to facilitate a means by which all processing devices attached to the enterprise network environment can be protected from intentional or unintentional exposure to malicious software. OIR will establish, maintain, and follow procedures to prevent the propagation of malicious code and/or system abuse. OIR will develop and maintain supporting guidelines and documentation and will ensure that contracts for standard software products and media destruction services are maintained. Finally, OIR will work with vendors/contractors (engaged through OIR) and who are responsible for non-state managed devices to ensure they understand and comply with these responsibilities.

Agency

Agencies will establish agency policy and procedures for media disposal or reuse, including personally and/or contractor owned devices, and will ensure that any agency media disposal and reuse procedure complies with superseding State or Federal sanitizing requirements that may be specific for the agency. Agencies systems attached to the State of Tennessee's enterprise network will participate in enterprise patch management and malicious software control programs. Agencies will be responsible for testing patches prior to release in the agency's environment. Agencies will also ensure that all systems not able to participate in an automatic security related update process are kept up to date through an additional manual process. This process, along with the participating systems, must be documented and made available for periodic audit by the OIR Security Management Team. Agencies will utilize software products that have been approved as standard for the State of Tennessee. Finally, agencies will ensure vendors/contractors (engaged through the agency) who are responsible for non-state-managed devices understand and comply with these responsibilities.

Users

Users are responsible for ensuring that devices assigned to them retain the ability to participate in automatic security software update environments (i.e. Disabling automatic enterprise configurations is prohibited). Users are to only utilize software products that have been approved as standard for the State of Tennessee, and they are to abstain from downloading unauthorized software or installing personally owned software. For Public Release

1. ACCESS CONTROL POLICY

Access to the State of Tennessee's information resources shall be granted consistent with the concept of least privilege. All information processing systems owned by the State of Tennessee shall have an appropriate role-based access control system that ensures only legitimate users and/or systems have access to data resources that they are explicitly authorized to use. All information processing systems shall have the capability to interact with the statewide access control environment. Access to any State of Tennessee information processing system is generally forbidden unless explicitly permitted.

OBJECTIVES:

- . Ensure that authorized access to the State of Tennessee's information resources is appropriately provisioned.
- . Ensure that unauthorized access to information resources is appropriately prevented.
- . Minimize information technology risks through the use of access control methodologies and techniques.
- . Ensure that a means to segment and control enterprise network traffic is implemented.
- . Ensure that all interconnectivity between the State of Tennessee's enterprise network and any other network is provisioned securely.

Access Control Rules (9.1)

Access control rules and requirements to access the State of Tennessee's information resources shall be developed, documented and maintained by their respective resource owners. All agency specific-access control rules and requirements must be made available for audit by the Office for Information Resources (OIR) Security Management Team and in compliance with the State of Tennessee enterprise security policies. All enterprise access control rules and requirements must be approved by the OIR Security Management Team.

User Access Management (9.2)

All State of Tennessee agencies shall develop, document and maintain user access and account management procedures. These procedures shall include, but are not limited to, new account provisioning, account transfer and/or job profile changes and account termination and/or de-provisioning.

User Registration and Authorization (9.2.1)

Loss of User Privilege (9.2.1.1)

User Privilege Control (9.2.2)

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User Identification and Authorization (9.2.3)

At a minimum, user access to protected information resources requires the utilization of User Identification (UserID) and password that uniquely identifies the user. Sharing access credentials intended to authenticate and authorize a single user between any two or more individuals is prohibited.

User Account Lockout (9.2.4)

Limits shall be set for the number of unsuccessful logins that can be attempted for a UserID.

User Password Management (9.2.5)

Passwords assigned to users must be created and managed to protect against unauthorized discovery or usage and must meet the minimum password requirements.

Review of User Access Rights (9.2.6)

Under Development

Network Access Control (9.3)

The State of Tennessee's enterprise network shall be designed to provide the ability to segregate and control traffic between systems, connected devices and third party environments based on role, risk and sensitivity. The enterprise network will allow for specific services at all seven layers of the Open Systems Interconnection (OSI) model to be made available or filtered, depending on legitimate business need. All access and connectivity to the State of Tennessee's enterprise network must comply with the State of Tennessee's security requirements for enterprise network interconnectivity. All access and connectivity to the State of Tennessee's enterprise network shall be granted consistent with the concept of least privilege. Access and connectivity to the State of Tennessee's enterprise network is generally forbidden unless explicitly permitted.

User Authentication for Network Connections (9.3.1)

Under Development

Segregation in Networks (9.3.2)

All enterprise network architectures operated by, or on behalf of, the State of Tennessee shall be designed to support, at a minimum, separate public, "demilitarized" and private security zones based on role, risk and sensitivity. Bridging between separate security zones is strictly prohibited. All access between separate security zones shall be controlled by a security mechanism configured to deny all access by default unless explicitly authorized and approved by the OIR Security Management Team. For Public Release

Enterprise Interconnectivity Requirements (9.3.3)

All systems attached to the State of Tennessee's enterprise network shall comply with the security requirements for enterprise interconnectivity documentation.

Operating System Access Control (9.4)

Session Time Outs (9.4.1)

Password Management System (9.4.2)

Use of Shared Technology Resources (9.4.3)

Under Development

Logon Banner (9.4.4)

All systems and devices owned and operated by or on behalf of the State of Tennessee must display the State approved logon banner before the user logs in.

Mobile and Workstation Computing (9.5)

All mobile and workstation computing platforms, including but not limited to desktops, laptops, hand-held devices, and portable storage media, shall be protected from unauthorized use, modification or destruction. Mobile and workstation computing platform capabilities shall be granted to individuals or entities that require such access and facilities to perform their specific job related duties. Confidential data assets shall not be stored on mobile and/or workstation computing platforms unless absolutely necessary.

Mobile Computing Policy (9.5.1)

Mobile computing platforms shall be physically protected against theft when left unattended. Mobile computing platforms shall not store confidential data assets where it is not absolutely necessary to perform the specific job related duties. Storage of confidential data assets on a mobile computing platform must have approval from the asset custodian for such storage. Confidential data assets which have been authorized for mobile use must be encrypted while stored on mobile computing platforms.

Workstation Computing Policy (9.5.2)

Workstation computing platforms shall be physically protected against theft when left unattended. Workstation computing platforms shall not store confidential data assets where it is not absolutely necessary to perform the specific job related duties. Storage of confidential data assets on a workstation computing platform must have approval from the asset custodian for such storage. Confidential data assets which have been authorized to be stored on the local workstation must be encrypted while stored on the workstation computing platform.

Monitoring System Access and Use (9.6)

Event Logging (9.6.1) For Public Release

Clock Synchronization (9.6.2)

Under Development

RESPONSIBILITIES:

OIR

will ensure that all enterprise networks are provisioned and segmented with the appropriate levels of security in regards to role, risk and sensitivity. They will also develop, implement and maintain guidelines for password management and maintenance. OIR will ensure that all third parties are aware of and compliant with the State of Tennessee's Third Party Connectivity Agreement prior to the establishment of the interconnection. OIR is responsible for the management and processing of granting or rejecting third party interconnectivity requests. OIR shall ensure that due diligence and care is taken to fulfill any protection requirements of the mobile computing platforms for which OIR is responsible.

Agency

Agencies are responsible for implementing a process for identifying and documenting legitimate "need" for users to have access to the State of Tennessee's information resources. This process will include review and revalidation of existing users. Agencies will ensure that all requirements of a third party network connection to the State of Tennessee's enterprise network are presented to the OIR Security Management Team for review, approval or rejection prior to implementing the connection. Agencies shall ensure that due diligence and care is taken to fulfill any protection requirements of the mobile computing platforms for which each agency is responsible.

Users

Individual users are uniquely identified by their respective access credentials and are responsible for maintaining the confidentiality of those credentials. Users should refrain from using authentication credentials intended for the protection of State of Tennessee assets on personal computing platforms or non-State related websites. For Public Release

1. SYSTEMS DEVELOPMENT AND MAINTENANCE POLICY

Systems Development and Maintenance Control Policy 10.0

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1. COMPLIANCE POLICY

All State of Tennessee agencies must be compliant with this security policy document

Compliance with Legal Requirements (11.1)

All State of Tennessee agencies must be compliant with any State or Federal regulatory requirements which supersede this policy document.

Applicable Legislation (11.1.1)

All State of Tennessee agencies must be compliant with any legislation enacted by the State of Tennessee in regards to the management of information resources on behalf of the State.

Data Protection and Privacy (11.1.2)

All State of Tennessee agency data custodians must ensure that all "Personal Information" data assets, as defined by applicable State and/or Federal law and regulations, are protected from unauthorized use, modification or disclosure.

Data Breach and Disclosure (11.1.3)

Any State of Tennessee agency that discovers a breach of the information security controls set forth in this document which results in disclosure of unencrypted "personal information" about persons to unauthorized third parties shall provide notice of the disclosure in accordance with TCA 47-18-2107(3)(A).

Internal Compliance Matrix (11.2)

See the Appendix of this document for the policy compliance matrix, which indicates the dates by which all agencies must be compliant with the relative policy components. Those agencies that can not meet the compliance deadline must file for an exception using the security policy exception process. For Public Release

1. BUSINESS CONTINUITY MANAGEMENT POLICY

While Business Continuity Management is included in the International Standards Organization (ISO) 17799 standards, it is outside the scope of the security organization within OIR. Agencies are expected to collaborate with the State's administrative services agencies to ensure their ability to recover from any disaster and to maintain business operations. For Public Release

1. VERSION HISTORY

Version 1.0 – May 10, 2006	<i>Initial draft review to agencies and SAC.</i>
Version 1.1 – June 27, 2006	<i>Fixed errors before official release.</i>
Version 1.2 – July 12, 2006	<i>Added policies 5.0, 5.1, 5.3, 5.3.1, 9.5, 9.5.1, 11.1, 11.1.1, 11.1.2, 11.1.3 for SAC review.</i>
Version 1.3 – July 26, 2006	<i>Made modifications as a result of the SAC and legal commentary to sections 1,2,5,9 and 11.</i>
Version 1.3 – August 15, 2006	<i>Minor adjustments to new policies introduced in v1.2 and v1.3, fixed spelling errors.</i>
Version 1.3 – September 14, 2006	<i>Version 1.3 approved for publication.</i>
Version 1.4 – August 8, 2007	<i>Minor wording changes throughout. Major wording changes to 9.5.</i>
Version 1.5 – January 8, 2008	<i>Minor wording changes to 9.5. Added policy 9.5.2.</i>
Version 1.6 – April 4, 2008	<i>Minor wording changes to 9.5.2.</i>