Exhibit 1:
Signature Document
V.01

Department of State Health Services (DSHS)
Health Registries

DSHS Health Registry Software Development and Maintenance Services (HRSD&MS) Contract No. HHS000116600001

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

HHSC CONTRACT NO. HHS000116600001

I.   PURPOSE
The HSHC ("System Agency"), an administrative agency within the executive department of the State of Texas and having its principal office at 4900 N. Lamar Blvd., Austin, TX 78756, and Conduent Public Health Solutions Inc. ("Contractor"), having its principal office at 100 Campus Drive, Florham Park, NJ 07932. (each a "Party" and collectively "the Parties") enter into the following contract for Maven registry development and support services (the "Contract").

II.   LEGAL AUTHORITY
This Contract is authorized by and in compliance with the provisions of Title 10, Subtitle D of the Texas Government Code , in particular Texas Government Code, § 2155.144.

III.   DURATION
The Contract is effective on the first date on which it has been signed by both Parties and terminates on 28th February 2021, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. System Agency, at its own discretion, may extend this Contract for three (3), one (1) year extensions, subject to terms and conditions mutually agreeable to the Parties.

IV.   License Agreement
The services in the Contract are related to a separate Maven Commercial Off the Shelf license agreement. Amendment 11 of the legacy Conduent Core Contract #537-10-0000073338A (the "Legacy Contract"), with its appended license agreement, separates the original Conduent license agreement from the remainder of the legacy contract under which services were provided. The license agreement for the Maven software runs in parallel with this Contract and can be found in Systems of Contract Operations and Reporting (SCOR).

V.   BUDGET
The total amount of this Contract will not exceed TEN MILLION DOLLARS **($10,000,000.00)**. All expenditures under the Contract will be in accordance with **Exhibit 4-PRICING WORKBOOK.**

VI.   NOTICE TO PROCEED
No expenses may be incurred and no Work may begin until the System Agency issues a written Notice to Proceed (NTP). The System Agency may send the NTP to the Contractor by regular mail, electronic mail, or facsimile transmission. Any Work performed prior to the date on the NTP shall be at Contractor's sole risk.

TEXAS
Health and Human Services

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

VII. CONTRACT REPRESENTATIVES

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party. Either Party may change the contract representative through written notice to the other Party, without amending the contract.

System Agency

Department of State Health Services
1100 W. 49th Street
Austin, TX 78756
Attention: Jermaine Anderson, CTCM
Phone: (512) 776-6014
Email: jermaine.anderson@hhsc.state.tx.us

Contractor

Ramdas Ramakrishnan, Director & Technology Delivery Manager
9601 Amberglen Blvd., Building G, Suite 200
Austin, Texas 78729
Phone: (512) 250-7579
Email: Ramdas.Ramakrishnan@conduent.com

VIII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency
Department of State Health Services
1100 W. 49th Street
Austin, TX 78756
Attention: Barbara Klein, General Counsel

With a copy to:

Health and Human Services Commission
4900 N. Lamar Blvd
Austin, TX 78751
Attention: Karen Ray, Chief Counsel

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<u>Contractor</u>
Conduent Public Health Solutions, Inc.
Carrie Glidden
Vice President & Corporate Counsel
12410 Milestone Center Drive
Germantown, MD 20876
Office: 410-540-4227

Legal notice given by Contractor shall be deemed effective when received by the System Agency.
Either Party may change its address for notice by written notice to the other Party.

SIGNATURE PAGE FOLLOWS

**DSHS Health Registry Software Development and Maintenance Services
(HRSD&MS) Contract No. HHS000116600001**

v. 2.13

3.1.17

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Commissioner

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. _____

TEXAS HEALTH AND   CONTRACTOR

HUMAN SERVICES

DocuSigned by: DocuSigned by:

Cecile Young   *Vishnu Nanan*

C80071B769504E9...   52BEDEF92DC643D...
SIGNATURE   SIGNATURE

Cecile Young   Vishnu Nanan
PRINTED NAME   PRINTED NAME

Chief Deputy Executive Commissioner   Vice President
TITLE   TITLE

February 22, 2019   February 22, 2019
DATE OF EXECUTION   DATE OF EXECUTION

THE FOLLOWING EXHIBITS ARE HEREBY ATTACHED AND INCORPORATED INTO THE
CONTRACT FOR ALL PURPOSES:

Following exhibits are attached by reference as if physically attached:

Exhibit 1 - Signature Document	**Exhibit 10 - Financial Requirements**
Exhibit 2 - Order of Precedence	**Exhibit 11 - HUB Subcontracting Plan**
Exhibit 3 - Texas Health Registries License Agreement	**Exhibit 12 - DSHS Health Registries Process Guide**
Exhibit 4 - Pricing Workbook	**Exhibit 13 - DSHS Health Registries Detailed Registry Requirements**
Exhibit 5 - DSHS Health Registries Scope of Work	**Exhibit 14 - Solicitation and Addendum**
Exhibit 6 - HHSC Special Terms and Conditions	**Exhibit 15 - Affirmations and Solicitation Acceptance**
Exhibit 7 - Data Use Agreement (DUA) with Security and Privacy Initial Inquiry (SPI)	**Exhibit 16 - General Affirmations**
Exhibit 8 - HHSC Uniform Terms and Conditions	**Exhibit 17 - Final Revisions to the Contract**
Exhibit 9 - Key Performance Measures and Liquidated Damages	

**DSHS Health Registry Software Development and Maintenance Services
(HRSD&MS) Contract No. HHS000116600001**

Exhibit 2:
Order of Precedence
V.01

Department of State Health Services (DSHS)
Health Registries

DSHS Health Registry Software Development and Maintenance Services
(HRSD&MS) Contract No. HHS000116600001

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

I. EXHIBIT 2 - ORDER OF PRECEDENCE

The Contract consists of the documents identified on the Signature Page of Exhibit 1 - Signature Document. All parts of the Contract are intended to be complementary and what is set forth in any one document is as binding as if set forth in each document. Any inconsistency in any documents making up the Contract shall be resolved by giving precedence in the following order:

Exhibit Number	Exhibit Name
17	Final Revisions to Contract
1	Signature Document
2	Order of Precedence
3	Texas Health Registries License Agreement
4	Pricing Workbook
5	DSHS Health Registries Scope of Work (SOW)
5.1	Texas Registries Annual Maintenance Agreement as appended in SOW
5.2	Maintenance Service Levels Agreement as appended in SOW
5.3	Vendor Organizational Chart as appended in SOW
5.4	DSHS Health Registries Deliverables as appended in SOW
5.5	Legacy Deliverables as appended in SOW
6	HHSC Special Terms and Conditions
7	Data Use Agreement (DUA) with Security and Privacy Initial Inquiry (SPI)
8	HHSC Uniform Terms and Conditions (UTC)
9	Key Performance Measures and Liquidated Damages (KPM & LDs)
10	Financial Requirements
10.1	Non Construction Federal Assurances and Lobbying as appended in Financial Requirements
10.2	Performance Bond as appended in Financial Requirements
10.3	ACORD Forms as appended in Financial Requirements
11	HUB Subcontracting Plan
12	DSHS Health Registries Process Guide

Exhibit Number	Exhibit Name
13	DSHS Health Registries Detailed Registry Requirements
14	Solicitation & Addendum as posted to Electronic State Business Daily (ESBD)
15	Affirmations and Solicitation Acceptance
16	General Affirmations

Exhibit 3:
Texas Health Registries
License Agreement
V.02

Exhibit -3 Texas Health Registries License Agreement is hereby removed from this Contract. Reference Amendment 11 of the legacy Conduent Core Contract #537-10-0000073338A (the "Legacy Contract"), with its appended license agreement, separates the original Conduent license agreement from the remainder of the legacy contract under which services were provided.

Department of State Health Services (DSHS)
Health Registries

TEXAS
Health and Human Services

Exhibit 4:
Pricing Workbook

This page is informative:

Exhibit 4 is independent of the Contract Package PDF file as it is an Excel Workbook called Exhibit 4 - Pricing Workbook.xls

V.01

Department of State Health Services (DSHS)

Health Registries

DSHS Health Registry Software and Development (HRS&D) RFO No. HHS000116600001

Exhibit 5:
DSHS Health Registries
Scope of work
V.02

With the Following Exhibits as Appended:

Exhibit 5.1 Conduent Texas Health Registries Annual Maintenance Agreement

Exhibit 5.2 Conduent Maintenance Service Levels Agreement

Exhibit 5.3 Vendor Organizational Chart

Exhibit 5.4 DSHS Health Registries Deliverables

Exhibit 5.5 Legacy Deliverables

DSHS Health Registries Software Development and Maintenance Services (HRSD&MS)
Contract No. HHS000116600001

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

Exhibit 5 - Scope of Work
DSHS Health Registries Software Development and Maintenance Services

Table of Contents

Scope of Work

1.1   Interpretive Conditions

Whenever the terms "shall", "will", "must", "needs to", "responsible for" or "is required" are used in conjunction with a specification or performance requirement, the specification or requirement is mandatory. The Contractor's failure to address or accept any requirement in a proposal may be cause for DSHS's rejection of the proposal.

1.2   Scope of Work

This Article describes requirements applicable to the Health Registries that are to be performed in five registry domains with defined service sub-domains.

Unless the parties agree ahead of time in writing, this Scope of Work shall not include the transmission or disclosure of Confidential Information to Conduent.

1.2.1   Project Schedule

Table 1 - Project Schedule provides anticipated start and end dates for project milestones.

Table 1 - Project Schedule

Phase/ Milestone	Duration	Anticipated Start Date	Anticipated End Date	Comments
Base Contract Term	Two (2) years	3/1/2019	2/28/2021	Assuming a Contract Start date of 3/01/2019.
Operations Phase	Two (2) years	3/01/2019	2/28/2021	Contractor begins Operations Phase.
Turnover Services	Six (6) months prior to the end of the Contract Term, which may include any optional renewal periods or within three (3) months of System Agency request for Contract termination or individual Registry removal. This assumes operations continue through this phase until contract closeout.			Turnover occurs at the end of this contract or when DSHS requests the start of the turnover phase. Commence Turnover 9/01/2020.
Optional Contract Extensions	Up to three (3) additional one (1) year periods			**Extension Period one** (1) Year 3/1/2021 to 2/28/2022 **Extension Period two** (1) Year 3/1/2022 to 2/28/2023 **Extension Period three** (1) Year 3/1/2023 to 2/29/2024

Note: Following the initial term and permitted extensions, DSHS may extend the existing Contract for the purpose of completing a new procurement and/or to transition to a new Contractor if necessary to avoid interruption of DSHS services.

1.3   Common Across Registries (CAR)

The Health Registries have commonality with each other. Each Health Registry has software licensing with unique application versions, specified licensed users, and functional architecture. Refer to the **Health Registries Functional Architecture Overview** in the Procurement Library for details. Each Health Registry has the same Application Security Requirements, Transition services requirements, and Turnover services requirements.

Process Guide: This Process Guide (**Exhibit - 12 Exhibit - 12 DSHS Health Registries Process Guide**) is a living document under which the System Agency and Contractor establish the protocols for interaction in performing the services provided under this Contract. When changes are made within the process guide, DSHS staff will have the Process Guide made accessible to the Vendor and will notify the Vendor of any changes within the Process Guide to which the Vendor needs to adhere.

1.3.1   Transition Services Subdomain (TRA)

Transition activities, when applicable (when a new vendor takes over services from an existing vendor) occur between the Contract award date and the Contractor's operation start date. This includes all project management activities required. The Contractor must provide the finalized Transition Project Work Plan within seven (7) calendar days of the Transition Start Date. Revision to the Transition Project Work Plan requires DSHS's written approval.

The primary requirements of the Transition Phase are to:

1. Ensure a smooth transition of responsibilities from the incumbent contractor.

2. Complete knowledge transfer from the incumbent contractor to the Contractor during the transition period.

3. Demonstrate the Contractor's ability to perform all operational activities including, but not limited to, the DSHS test environment.

4. Adhere to specific transition requirements (see *Table 2 - Transition Services Requirements*) and provide transition performance measures.

5. Establish Project Management transition personnel, including development of transition project deliverables. To ensure a successful transition of services from the incumbent contractor and effectively manage all Contractor activity described in the document, the Contractor must establish a Project Manager (PM).

The Contractor will provide plans and required deliverables for approval by DSHS prior to commencement of Operations. All artifacts will be accessible throughout the life of the Contract.

For Transition deliverables, refer to **Exhibit 5.4 - DSHS Health Registries Deliverables**. DSHS must accept all Transition deliverables in writing.

Table 2 - Transition Services Requirements include, but arle not limited to the following:

Table 2 - Transition Services Requirements

Req ID	Transition Services Requirements
TRA-SER-001	Ensure a successful transition of services from the incumbent contractor for DSHS Health Registry Maintenance, Enhancements, and Support service to the Contractor.
TRA-SER-002	Submit and adhere to the State-approved Transition Plan which includes, but is not limited to, the following: a. Establish the Contractor's PM b. On-boarding of the Project Personnel c. Begin the scheduled on-boarding and/or transfer of technical resources d. Complete the knowledge transfer from the incumbent contractor e. Demonstrate the Contractor's ability to perform all operational activities in a controlled environment
TRA-SER-003	Provide the following transition deliverables: a. Finalized Transition Project Work Plan b. Transition Weekly Status Report c. Readiness Assessment Plan (Plan for demonstrating all personnel, processes, and systems are in place and ready for service delivery) d. Readiness Assessment Results Report e. Finalized Project Management (PM) Plans (Plans required for Day 1 Operations)
TRA-SER-004	Submit the Transition Project Work Plan for approval within seven (7) calendar days from Transition Start Date.
TRA-SER-005	Provide progress against the State-approved Transition Project Work Plan for each task through written status reports and at progress meetings with DSHS on a State-approved schedule.
TRA-SER-006	Assume responsibility for all open Change Requests for the Maven software reported and logged into JIRA, HP PPM or any other State-approved tool.
TRA-SER-007	Provide the PM Team and other key project personnel based in Austin, Texas, within seven (7) calendar days from the Contract Execution Date, and coordinate with DSHS to define all activities through the first ninety (90) calendar days after Transition Start Date.
TRA-SER-008	Provide all completed Transition milestones per the deadline in the State-approved Transition Project Work Plan, including any additional activities needed to satisfy Readiness Assessment Plan requirements.

Req ID	Transition Services Requirements
TRA-SER-009	The Contractor must work with DSHS to effectively leverage the incumbent contractor's turnover plan. The Contractor must have a sound plan to organize, create, capture, track, and distribute knowledge to ensure availability to their staff throughout the term of the contract.
TRA-SER-010	For any new registries or removal of existing registry, the Contractor will provide a transition plan with appropriate milestones for state approval.

1.3.2 Application Security Requirements (ASR)

The Contractor is expected to use their professional judgment in managing risks to the information, systems and applications they support. All security controls must be proportional to the confidentiality, integrity, and availability requirements of the data processed by the system. Application security from an application/software security perspective, the general security requirements must capture proper session, error and configuration management needs. See *Table 3 - Application Security Requirements*. Application Security Requirements include, but are not limited to the following:

Table 3 - Application Security Requirements

Req ID	Application Security Requirements
SEC-SER-001	Contractor must contact DSHS within one business day with a security report after finding any software vulnerability or exploits in the Contractor's application along with an immediate plan to stop the issue and follow up with a corrective action report outlining all mitigation steps taken to prevent future vulnerabilities. Refer to **Exhibit 9 - Key Performance Measures and Liquidated Damages**.
SEC-SER-002	All Texas HHS contracts - In accordance with Title 1, Texas Admin. Code § 202.26, State agencies are required to define mandatory security controls. See the attached HHS Information Security and Privacy Initial Inquiry Requirements document for a detailed list of requirements.
SEC-SER-003	All Texas HHS contracts that create, store, process, or maintain Texas HHS confidential data or higher, Contractor and its subcontractors must agree to, and comply with **Exhibit 7 - HHSC Data Use Agreement (DUA) Security and Privacy Initial Inquiry (SPI)**.
SEC-SER-004	The Contractor must incorporate secure coding standards as non-functional requirements for any software development projects across HHS. In addition to HHS software development projects, the non-functional requirements also include third party application dependency updates and patching, application threat modeling, and application scanning. Contractor must provide any results and reports upon System Agency request.

1.3.3 Annual Maintenance (AMS) and Maintenance Service Levels (MSL)

Maintenance services (MNT) encompass 1. Annual maintenance of the core service and 2.

Exhibit 5 - Scope of Work
DSHS Health Registries Software Development and Maintenance Services

Maintenance Service Levels addressed by the Contractor.

1.3.3.1   Annual Maintenance Services (AMS)

The Contractor shall provide core maintenance services including, but not limited to, the following services:

Schedule of periodic maintenance releases as approved by DSHS

a. Maintenance to core system

b. Security patches to core system

c. Version upgrades to the core system

See *Table 4 - Annual Maintenance Services (AMS) Requirements* that include, but are not limited to the following:

Table 4 - Annual Maintenance Services (AMS) Requirements

AMS Req ID	Annual Maintenance Services (AMS) Requirements
SMS-CAR-001	Adhering to the agreed upon Maintenance schedule, Contractor will provide Software Maintenance Services as requested by DSHS within State-approved timelines. Refer to **Exhibit 9 - Key Performance Measures and Liquidated Damages.**
MPI-CAR-001	Implement DSHS requested and or Contractor performance improvements for the application.
MNT-CAR-001	Provide System Agency with a valid working build per the Annual Maintenance Agreement and with changes including but not limited to; core, security, and user group updates.

1.3.3.2   Maintenance Service Levels (MSL)

Maintenance Service Levels are the metal service levels for addressing the system defects identified in production and approved by DSHS for repair. Maintenance Service Levels typically encompass non-core services. Each Registry will select their metal service levels (Bronze, Silver, Gold, Platinum) based on their maintenance requirements. Different service levels will have different response times included and limited maintenance service hours per month. DSHS Contract Manager or their designee will determine the workload and priority for utilizing the services and the available hours under the Maintenance Services for each Registry Domain. Whenever a Registry uses their allotted hours for the maintenance level during any given month, that Registry can buy additional Contractor resource hours based on the approximate DIR NTE Role and DIR NTE Rates. The Contractor will track, maintain, and report resource hours consumed by each Registry.

NOTE: The Contractor must provide a High Level Estimate (HLE) of resources to accomplish the agreed upon maintenance work. See *Table 5 - Maintenance Service Levels* **Subdomain** for

further requirements that include, but is not limited to, the following:

Table 5 – Maintenance Service Levels (MSL) Subdomain

MSL Req ID	Maintenance Service Levels Subdomain
MSL-REQ-001	Contractor must support the SDLC specified in **Exhibit - 12 DSHS Health Registries Process Guide.**
MSL-REQ-002	System Agency must have the ability to change the Maintenance Service Level for any registry as required.
MSL-REQ-003	Contractor Maintenance Service resources must track time spent for all maintenance work by registry, by deliverables as applicable, which can be represented by project ID and or deliverable ID, or bug ID.
MSL-REQ-004	Triage defects reported to determine severity priority and assign the defect to appropriate party for action in contractor's defect tracking system.
MSL-REQ-005	Assist DSHS IT Application Development team to analyze, determine root cause, and resolve maintenance issue request including, but not limited to, the following: a. Provide guidance to determine resolution for defects b. Identify system or data errors and provide resolution c. Collaborate with DSHS IT Application Development for systems troubleshooting including root cause analysis and resolution
MSL-REQ-006	Maintain timekeeping records of actual hours expended on any of the Metal SLA Registries per month as detailed in Exhibit 5.2 - Conduent Maintenance Service Level Agreement. The Contractor must utilize the timekeeping data for development of monthly status reports on hours expended.

1.3.4 Detailed and Shared Health Registry Requirements

The DSHS Health Registries have common requirements and unique requirements. Refer to **Exhibit 13 - DSHS Health Registries Detailed Registry Requirements** which defines the common requirements for all of the Health Registries and specifies unique requirements for each Health Registry. See *Table 6 - Detailed and Shared Health Registry Requirements* that include, but is not limited to the following:

Table 6 - Detailed and Shared Health Registry Requirements

Req ID	Detailed and Shared Health Registry Requirements
DRR-REQ-001	Contractor must support the all requirements as specified in **Exhibit 13 - DSHS Health Registries Detailed Registry Requirements**.

1.3.5 Turnover Services Subdomain (TUR)

Turnover is activities required for the Contractor to perform turnover contract service delivery to

Exhibit 5 - Scope of Work
DSHS Health Registries Software Development and Maintenance Services

Texas Department of State Health Services

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DSHS or to DSHS's designated resources. The Turnover Phase and contract closeout will begin six (6) months prior to the end of the Contract Term, which may include optional renewal periods or within three (3) months of DSHS's request for Contract termination. In the event of a removal notification for an individual registry, turnover will begin within three (3) months of System Agency request.

1. Turnover includes the administrative and operational activities performed by the Contractor in order to transition operations to either a State agency or State-designated successor Contractor at the direction of the State.

2. Turnover tasks must be planned and coordinated with the State and State-designee to ensure stakeholders and DSHS Health Registry clients do not experience any adverse impact from the Turnover.

3. Turnover activities must be completed according to the State-approved Turnover Plan.

4. The Contractor will be responsible for completion of all Change Requests (CR) agreed upon with the State prior to Turnover.

5. The Contractor will work with DSHS to leverage the current data dictionary obtained from the incumbent Contractor.

During turnover, the Contractor must ensure program stakeholders do not experience adverse impact from the transfer of services. Six (6) months prior to the end of the Contract term, the Contractor must develop and submit a comprehensive Turnover Plan detailing the proposed schedule, activities, and resource requirements associated with the turnover tasks identified.
The Turnover activities include, but is not limited to:

1. Submission of and adherence to the DSHS approved Turnover Plan, including specific completion and Acceptance Criteria.
2. Turnover inventory, including a complete inventory of all Contractor artifacts, tasks, systems, tools, and hardware, being turned over to DSHS.
3. Turnover Results Report.

See *Table 7 - Turnover Services Requirements* that include, but is not limited to, the following:

Table 7 - Turnover Services Requirements

Req ID	Turnover Services Requirements
TUR-OVR-001	Develop and implement a DSHS approved, comprehensive Turnover Plan detailing the proposed schedule, activities, and resource requirements associated with the turnover tasks identified. During turnover, the Contractor must ensure program stakeholders do not experience any adverse impact from the transfer of services. Turnover commences six (6) months prior to the end of the Contract Term, which may include any optional renewal periods or within three (3) months of DSHS's request for Contract termination. Turnover activities include, but are not limited to, the following:

Req ID	Turnover Services Requirements
	a. Transfer of information on all software tools currently in use b. Documentation and operational information for the Health Registries utilizing current software c. Implement a quality assurance process to monitor turnover activities d. Training DSHS and/or its designated resources on the delivery of operational phase services e. On-boarding the Contractor's Turnover Service Subdomain Lead f. Preparing a Turnover Plan identifying tasks, task owners, and turnover milestone dates
TUR-OVR-002	The Contractor must adhere to the Turnover Subdomain requirements including, but not limited to, the following: a. Execute the approved Turnover Plan in cooperation with the State or State-approved successor transition plan. b. Maintain service delivery staffing levels during the turnover period and only reduce staffing levels with prior approval by DSHS. c. Notify DSHS of reassignment, resignation, or termination of contract for any of its Personnel during the Turnover Phase. d. Provide to DSHS or its designee, within of the request, data and reference tables, scripts, other documentation, and records required by DSHS or its designee. e. Prepare a Turnover Inventory (inventory of all Contractor artifacts, tasks, systems, tools, and hardware to turn over to DSHS). f. Hand off the operation and management of all service delivery functions to DSHS or its designee. Plan and manage Turnover without disruption of service to users, clients and/or beneficiaries. g. Work closely with DSHS to ensure Turnover of responsibilities and the necessary knowledge transfers by the end of the contract period. h. Respond within State-approved timeframes to all DSHS requests regarding turnover information. i. Provide System Agency an extract of all the data from requirements repository (i.e. JIRA) including requirements, test cases, scenarios, user acceptance criteria, attachments and all data artifacts by Registry.
TUR-OVR-003	Provide knowledge transfer services to the State or the State's designee during Turnover including, but not limited to, the following: a. Implementation of a quality assurance process to monitor Turnover knowledge transfer activities b. Provide training for DSHS staff and/or DSHS designees on the delivery of services c. Provide a Turnover Results Report

Req ID	Turnover Services Requirements
TUR-OVR-004	Upon request by DSHS, provide up to 90 business days of on-site post-turnover support at DIR NTE rates and associated roles to address technical questions from DSHS or DSHS's designee for the Health Registry Applications.
TUR-OVR-005	The Contractor cannot restrict or prevent its personnel from accepting positions from DSHS or DSHS's designee. DSHS will work with the Contractor for any transition of the Contractor's personnel.
TUR-OVR-006	Provide Transition milestones for any future new registries or registry removal per the deadline in the State-approved Transition Project Work Plan, including any additional activities needed to satisfy Readiness Assessment Plan requirements.

1.4 Acronym and Definitions for Registry Domains with Service Subdomains

Each Health Registry Domain will have subdomains as indicated in *Table 8 - Registry Domains and Service Subdomains Definitions*.

Table 8 - Registry Domains and Service Subdomains Definitions

The Registry Domains and Service Subdomains Acronym Definitions		
Service Subdomain	**Acronym**	**Subcategory and Acronym**
Transition	TRA	No subcategory
Maintenance Service Level Agreements	MSL	No subcategory
Project Management Services	PMS	Support Services Requirements (SSR) Project Personnel (PER) Audit Support Services Requirements (AUD) Project Deliverable Requirements (PDR)
Design, Develop, and Implementation (DSHS project requests)	DDI	Discovery Services (DIS) Integration and Release Support (IRS) Build, Test and Deploy Services (BTD) Project Change Request (PCR)
Annual Maintenance Services	MNT	No subcategory
Special Registry Requests	SRR	High Level Estimates (HLE) Software Development Services (SDS)
Detailed Registry Requirements	DRR	No subcategory
Turnover	TUR	Turnover Services (OVR)

1.5   Five (5) Registry Domains with Service Subdomains

There are five (5) Registry Domains for the DSHS Health Registries Software Development and Maintenance Services (HRSD&MS) which the Contractor is required to work. Under each Registry Domain are seven (7) service subdomains. The Registry Domains include, but are not limited to, the following:

1.5.1   (1) EMS/Trauma Registry (EMSTR) Domain

The EMS/Trauma Registry Domain comprises the following Service Subdomains.

1.5.1.1   Project Management Services Subdomain (PMS)

The PM will be responsible for managing the project tasks, deliverables, risks, and issues for all Contractor projects throughout the duration of the contractual engagement. The Contractor's proposed PM structure must enhance collaboration and delivery of all services of this document.

1.5.1.1.1   PMS Project Management Practices

The Contractor, in coordination with DSHS approval, is required to provide a clearly defined project management methodology to manage the scope of the Health Registries projects, deliverables, schedule, communication methods, and processes along with tracking issues, risks, decisions, and actions. Project monitoring, control, and status reporting methods are included as part of this responsibility. If applicable, during the Transition phase and/or Turnover phase, the Contractor will be required to complete the delivery of all the project management (PM) plans as defined in **Exhibit 5.4 - DSHS Health Registries Deliverables.**

1.5.1.1.2   PMS Support Services Requirements (SSR)

The Contractor must provide DSHS with project and Contractor resource planning, management, and oversight for the five (5) Health Registry domains. See *Table 9 - Project Management Support Services Requirements* that include, but is not limited to, the following:

Table 9 - Project Management Support Services Requirements

PMS Req ID	Project Management Support Services Requirements
SSR-EMSTR-001	Establish a PM for a registry project(s).
SSR-EMSTR-002	Comply with State-approved deliverables, refer to **Exhibit 5.4 - Health Registries Deliverables**.
SSR-EMSTR-003	Define, manage, and ensure responsibility for the project tasks, deliverables, technical specifications, risks, and issues. Manage the delivery of services throughout the life of the contract in coordination with DSHS approval. Including, but not limited to, the following: a. Provide day-to-day management of the project including overall Contractor performance, contract compliance and project status updates based on state approved frequency and schedule;

PMS Req ID	Project Management Support Services Requirements
	b. Manage current work plans and coordinate availability of scheduled resources to the Project; c. Manage all Contractor resources and ensure appropriate resources are available throughout the life of the Project; d. Establish and maintain regular communications with the DSHS project team; e. Maintain status reporting, budget/cost reporting, and issue reporting, tracking, escalation, and resolution procedures; f. Manage and internally review the Contractor's invoices and deliverables for conformance with the contract requirements; and g. Provide timely submission of contract deliverables and work products. Refer to **Exhibit - 12 DSHS Health Registries Process Guide** for details.
SSR-EMSTR-004	Use Microsoft Project and JIRA for Project Management throughout the life of the contract and all subsequent extensions.
SSR-EMSTR-005	Log all risks and mitigation strategies associated with the delivery of the services including, but not limited to, the following: a. Maintain log of risks and mitigation strategies associated with the delivery of services; b. Maintain issues and resolutions for issues identified with the delivery of services. c. Maintain risks and mitigation strategies associated with the delivery of services.
SSR-EMSTR-006	Provide updates to risk and issue tracking including, but not limited to, the following: a. Risks/Mitigation Plans; and b. Issues/Corrective Action Plans.
SSR-EMSTR-007	Provide program and project management support preferably with PMI certified technology professionals. Refer **Exhibit 5.3 - Health Registries Vendor Organizational Chart and Project Personnel**.
SSR-EMSTR-008	Adhere to and report compliance with all key performance measures. Refer to **Exhibit 9 - Key Performance Measures and Liquidated Damages.**
SSR-EMSTR-009	Recommend to the State, continuous process improvement and efficiencies for the State-approved processes in **Exhibit - 12 DSHS Health Registries Process Guide.**

PMS Req ID	Project Management Support Services Requirements
SSR-EMSTR-010	Improve Health Registry development and management through the continuous improvement of processes, productivity, increased code maintainability, and reusability.
SSR-EMSTR-011	Mitigate risk to the State, clients, end-users, and taxpayers.
SSR-EMSTR-012	Train Contractor resources, on DSHS processes, methods and principles prior to assigning the individual to work with the Health Registries. The Contractor is required to provide all training services for their personnel to effectively develop and maintain the Health Registries using Maven software. Training must include, but is not limited to: Current DSHS Processes refer to **Exhibit - 12 DSHS Health Registries Process Guide**: a. Other knowledge areas as required by DSHS; and b. DSHS required training, (e.g., Security, Protected Health Information (PHI), Health Insurance Portability and Accountability Act (HIPAA), Authorized User Agreement).

1.5.1.1.3 PMS Project Personnel (PER)

The Contractor is responsible to provide project personnel for all service subdomains throughout the life of the Contract's project(s). Refer to **Exhibit - 5.3 - Health Registries Vendor Organizational Chart and Project Personnel**. See *Table 10 - PM Project Personnel Requirements.*

NOTE: Requirements with Req ID PER-ETR are general requirements for all staff.

See *Table 10 - PM Project Personnel Requirements* that include, but is not limited to the following:

Table 10 - PM Project Personnel Requirements

PER Req ID	PM Project Personnel Requirements
PER-EMSTR-001	Perform criminal background checks of all the Contractor personnel prior to assignment as required by the State, with results submitted to the State.
PER-EMSTR-002	Ensure all personnel are available to the project during all normal business hours throughout the life of the Contract.
PER-EMSTR-003	The Contractor must come on-site for testing, deployment, upon a mutually agreed schedule per DSHS request.
PER-EMSTR-004	Remove and replace any personnel deemed unacceptable by DSHS within the timeframes as approved in KPM003. Replacement personnel must have equal to or greater qualifications as determined by DSHS.

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PER Req ID	PM Project Personnel Requirements
PER-EMSTR-006	The Contractor will comply to the extent possible with all HHS Security Policy EIS-AUP.
PER-EMSTR-007	The Contractor will comply with System Agency contract manager request to replace resources completely or temporarily in order to focus on critical activities as needed. (i.e. temporary absence of project personnel, Contractor staff performance impacting the project).
PER-EMSTR-008	Consult with DSHS prior to the removal or transfer of personnel dedicated to supporting DSHS Health Registries.
PER-EMSTR-009	In the shared service model, System Agency would prefer the same personnel are allocated 100% to a project during the life of the project.
PER-EMSTR-010	Notify DSHS prior to or within five (5) business days after the termination, resignation, of any personnel during the life of the Contract.
PER-EMSTR-011	Notify DSHS as soon as the Contractor is aware of any personnel changes or when the Contractor determines the need for replacement of personnel during the duration of the project. Replacement personnel must have equal to or greater qualifications..
PER-EMSTR-012	Notify DSHS for any changes in the project delivery personnel.
PER-EMSTR-013	Provide an updated organization chart when personnel changes within sixty (60) calendar days of the change. Refer to **Exhibit - 5.3 - Contractor Project Organizational Chart and Project Personnel.**
PER-EMSTR-014	Notify and provide résumés for DSHS review within fourteen (14) calendar days of notification of resignation of any personnel during Design, Development and Implementation (DDI) and projects. Provide résumés to DSHS prior to the Contractor assigning replacement personnel during DDI projects. Replacement personnel must have equal to or greater qualifications.
PER-EMSTR-015	Contractor to provide proposed project organizational structure, team roles, and assignment of personnel to effectively meet the requirements for implementing the project. The experience and qualifications of the Contractor's Personnel support DSHS's stated responsibilities for each role and are in compliance with the minimum preferred qualifications as defined in **Exhibit - 5.3 - Health Registries Vendor Organizational Chart and Project Personnel.**

1.5.1.1.4 PMS Audit Support Services Requirements (AUD)

The Contractor must provide DSHS with assistance to research and analyze audit requests. Audit requests may demand a prompt turnaround. See *Table 11 - PM Audit Support Services Requirements* that include, but is not limited to the following:

Table 11 - PM Audit Support Services Requirements

PMS Req ID	PM Audit Support Services Requirements
AUD-EMSTR-001	Provide DSHS support for all audit and agency information requests by assisting with research and analysis within State-approved timeframes.

1.5.1.1.5 PMS Deliverable Requirements (PDR)

The Contractor must provide project management support for the life of the Contract for all the documents, plans and reports. See *Table 12 - PM Deliverable Requirements* that include, but is not limited to:

Table 12 - PM Deliverable Requirements

PMS Req ID	PM Deliverable Requirements
PDR-EMSTR-001	The Contractor is responsible for creating, updating, and maintaining plans and reports, refer to **Exhibit 5.4 - DSHS Health Registries Deliverables.**

1.5.1.2 Design, Development, and Implementation (DDI) Subdomain

DDI deliverables are DSHS project requests. The Contractor will provide DDI services for the EMS/Trauma Registry including, but not limited to, the following:

1. Make modifications to the software as specified in the detailed requirements outlined in **Exhibit - 13 - DSHS Health Registries Detailed Registry Requirements.**

2. The DDI Subdomain services for EMS/Trauma Registry includes the following services:

   a. DDI Discovery (DIS)

   b. DDI Integration and Release Support (IRS)

   c. DDI Services for Build, Testing, and Deployment (BTD)

   d. DDI Project Change Request (PCR)

The Contractor must provide Design, Development and Implementation. See *Table 13 - Design, Development, and Implementation (DDI) Requirements* that include, but is not limited to, the following:

Table 13 - Design, Development, and Implementation (DDI) Requirements

DDI Req ID	Design, Development, and Implementation (DDI) Requirements
DIS-EMSTR-001	The Contractor and DSHS will commence discovery sessions on detailed requirements and design for the overall project. Refer to **Exhibit - 12 DSHS Health Registries Process Guide**.

DDI Req ID	Design, Development, and Implementation (DDI) Requirements
DIS-EMSTR-002	Engage with State-staff and other end-users through observation and design sessions to better understand workflows and opportunities to improve user experience. Refer to **Exhibit - 12 DSHS Health Registries Process Guide**.
DIS-EMSTR-003	Maintain a repository to reflect requirements, Test Cases, user acceptance criteria detail, and defects.
IRS-EMSTR-001	Provide integration and release support from Contractor Dev environment to DSHS Dev environment to DSHS Test environment and from DSHS Test environment to DSHS Production upon DSHS request. Refer to **Exhibit - 12 DSHS Health Registries Process Guide**.
IRS-EMSTR-002	Provide to the state any scripts, support documentation, and release notes. Refer to **Exhibit - 12 DSHS Health Registries Process Guide**.
IRS-EMSTR-003	Record all Integration and Release Support defects in defect tracking system.
IRS-EMSTR-004	Adhere to State-approved DSHS Test Management Plan**.** For a current example refer to **Exhibit - 12 DSHS Health Registries Process Guide**.
BTD-EMSTR-001	Adhere to the State approved SDLC process as referenced in **Exhibit - 12 DSHS Health Registries Process Guide** to ensure the delivery of high quality software. The testing protocol must include, but is not limited to, the following software test activities: a. Unit testing to validate application code changes. b. Application integration testing to validate code changes made by multiple developer teams, and/or multiple developers, to ensure no conflict with each other. c. Partner with DSHS to conduct Systems Integration Testing (SIT) to validate integration between application and other supporting technologies. d. Perform integrated load and stress testing to validate the performance of the application. e. Perform build validation testing to confirm the integrity of application after each build. f. Application regression testing to validate pre-existing functionality is not adversely impacted by code changes within a Development Cycle. g. Reporting on the outcomes of all types of testing activities. h. Provide analysis and code fix, if needed, to resolve any testing issues. i. Assist HHSC IT in deployment of fully tested software upon request.
BTD-EMSTR-002	Establish and maintain a DEV environment that mirrors the Austin Data Center (ADC) State Dev environment. **Refer to Exhibit - 12 DSHS Health Registries Process Guide** for details.

DDI Req ID	Design, Development, and Implementation (DDI) Requirements
BTD-EMSTR-003	Participate in and assist DSHS with troubleshooting build and deployment issues as part of the support hours of the respective Maintenance SLA Plans.
BTD-EMSTR-004	Adhering to the agreed upon project schedule, Contractor will provide Build, Test, and Deploy Services as requested by DSHS within State-approved timelines. Refer to **Exhibit - 9 - Key Performance Measures and Liquidated Damages.**
PCR-EMSTR-001	Identify, track, and maintain maintenance Change Requests and provide DSHS with up-to-date information on any impact to the application.
PCR-EMSTR-002	Adhere to existing State-approved processes and procedures for triaging, escalating and implementing Project Change Requests.

1.5.1.3   Special Registry Request (SRR) Subdomain

Special Registry Requests are DSHS ad-hoc non-project requests. The Contractor will provide SRR Not To Exceed Pricing for the EMS/Trauma Registry including, but not limited to the following:

1. SRR High Level Estimates (HLE)

2. SRR Software Development Services (SDS)

See *Table 14 -* Special Registry Requests *Requirements* that include, but is not limited to, the following:

Table 14 - Special Registry Requests Requirements

SRR Req ID	Special Registry Requests Requirements
HLE-EMSTR-001	Contractor to submit High Level Estimate response for any DSHS non-project deliverable request within State-approved timelines.
HLE-EMSTR-002	The SRR Services shall be Not to Exceed pricing based on Master Fee Schedule and DIR NTE Labor Rates for additional resources as needed by DSHS.
SDS-EMSTR-001	Adhering to the agreed upon HLE, Contractor to provide Software Development Services as requested by DSHS within State-approved timelines. Refer to **Exhibit - 9 - Key Performance Measures and Liquidated Damages.**

SRR-EMSTR-001	Provide support for DSHS Special Registry requests including, but not limited to, the following:
	    a. Legislative bill analysis support
	    b. IV&V contractor assessments
	    c. Internal and external audit requests
	Other non-standard report and/or data requests

SRR Req ID	Special Registry Requests Requirements
SRR-EMSTR-002	Implement DSHS requested and or Contractor performance improvements for the application.

1.5.1.4 Detailed Registry Requirements (DRR) for the EMS/Trauma Registry Subdomain

The Contractor is responsible to maintain and keep current all Registry Requirements in the repository. During development of DDI, MNT and SRR efforts, the Contractor must ensure the repository is up to date for both common and detailed registry requirements. In the event backlogged requirements occur the Contractor will coordinate with DSHS to determine priority and placement (DDI, MNT, and SRR) of the backlogged requirements. See *Table 15 - Detailed Registry Requirements* that include, but is not limited to, the following:

Table 15 - Detailed Registry Requirements

DRR Req ID	Detailed Registry Requirements
DRR-EMSTR-001	Refer to **Exhibit - 13 - DSHS Health Registries Detailed Registry Requirements** for specific requirements for the EMS/Trauma Registry.

1.5.2 (2) Birth Defect Registry (BDR) Domain

The Birth Defect Registry Domain comprises of the following Service Subdomains.

1.5.2.1 Project Management Services Subdomain (PMS)

The PM will be responsible for managing the project tasks, deliverables, risks, and issues for all Contractor projects throughout the duration of the contractual engagement. The Contractor's proposed PM must enhance collaboration and delivery of all services of this document.

1.5.2.1.1 PMS Project Management Practices

The Contractor, in coordination with DSHS approval, is required to provide a clearly defined project management methodology to manage the scope of the Health Registries projects, deliverables, schedule, communication methods, and processes along with tracking issues, risks, decisions, and actions. Project monitoring, control, and status reporting methods are included as part of this responsibility.

If applicable, during the Transition phase and/or Turnover phase, the Contractor will be required to complete the delivery of all the project management (PM) plans as defined in **Exhibit 5.4 - DSHS Health Registries Deliverables.**

1.5.2.1.2 PMS Support Services Requirements (SSR)

The Contractor must provide DSHS with Project and Contractor resource planning, management, and oversight for the five (5) Health Registry domains. See *Table 16 - PMS Support Services*

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Requirements that include, but are not limited to, the following:

Table 16 - PMS Support Services Requirements

PMS Req ID	PMS Support Services Requirements
SSR-BDR-001	Establish a PM for a registry project(s).
SSR-BDR-002	Comply with State-approved deliverables, refer to **Exhibit 5.4 - DSHS Health Registries Deliverables**.
SSR-BDR-003	Define, manage, and ensure responsibility for the project tasks, deliverables, technical specifications, risks, and issues. Manage the delivery of services throughout the life of the contract in coordination with DSHS approval. Including, but not limited to, the following: a. Provide day-to-day management of the project including overall Contractor performance, contract compliance and project status updates based on state approved frequency and schedule b. Manage current work plans and coordinate availability of scheduled resources to the Project c. Manage all Contractor resources and ensure appropriate resources are available throughout the life of the Project d. Establish and maintain regular communications with the DSHS project team e. Maintain status reporting, budget/cost reporting, and issue reporting, tracking, escalation, and resolution procedures f. Manage and internally review the Contractor's invoices and deliverables for conformance with the contract requirements g. Provide timely submission of contract deliverables and work products Refer to **Exhibit - 12 DSHS Health Registries Process Guide** for details.
SSR-BDR-004	Use Microsoft Project and JIRA for Project Management throughout the life of the contract and all subsequent extensions.
SSR-BDR-005	Log all risks and mitigation strategies associated with the delivery of the services including, but not limited to, the following: a. Develop and maintain log of risks and mitigation strategies associated with the delivery of services b. Issues and resolutions for issues identified with the delivery of services. c. Risks and mitigation strategies associated with the delivery of services.
SSR-BDR-006	Provide updates to risk and issue tracking including, but not limited to, the following: a. Risk/Mitigation Plans b. Issues/Corrective Action Plans

PMS Req ID	PMS Support Services Requirements
SSR-BDR-007	Provide program and project management support preferably with PMI certified technology professionals. Refer **Exhibit - 5.3 - Health Registries Vendor Organizational Chart and Project Personnel**.
SSR-BDR-008	Adhere to and report compliance with all Key Performance Measures. Refer to **Exhibit - 9 - Key Performance Measures and Liquidated Damages.**
SSR-BDR-009	Recommend to the State, continuous process improvement and efficiencies for the State-approved processes in **Exhibit - 12 DSHS Health Registries Process Guide.**
SSR-BDR-010	Improve Health Registry development and management through the continuous improvement of processes, productivity, increased code maintainability, and reusability.
SSR-BDR-011	Mitigate risk to the State, clients, end-users, and taxpayers.
SSR-BDR-012	Train Contractor resources, on DSHS processes, methods and principles prior to assigning the individual to work with the Health Registries. The Contractor is required to provide all training services for their personnel to effectively develop and maintain the Health Registries using Maven software. Training must include, but is not limited to: a. Current DSHS Processes refer to **Exhibit - 12 DSHS Health Registries Process Guide** b. Other knowledge areas as required by DSHS c. DSHS required training, (e.g., Security, Protected Health Information (PHI), Health Insurance Portability and Accountability Act (HIPAA), Authorized User Agreement)

1.5.2.1.3 PMS Project Personnel (PER)

The Contractor is responsible to provide project personnel for all service subdomains throughout the life of the Contract's projects. Refer to **Exhibit - 5.3 - Health Registries Vendor Organizational Chart and Project Personnel**. See *Table 17 - PM Project Personnel Requirements*.

NOTE: Requirements with Req ID PER-BDR are general requirements for all personnel.

The PM Project Personnel Requirements include, but are not limited to, the following:

Table 17 - PM Project Personnel Requirements

PER Req ID	PM Project Personnel Requirements
PER-BDR-001	Perform criminal background checks of all the Contractor personnel prior to assignment as required by the State, with results submitted to the State.

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PER Req ID	PM Project Personnel Requirements
PER-BDR-002	Ensure all personnel are available to the project during all normal business hours throughout the life of the Contract.
PER-BDR-003	The Contractor must come on-site for testing, deployment, upon a mutually agreed schedule per DSHS request.
PER-BDR-004	Remove and replace any personnel deemed unacceptable by DSHS within the timeframes as approved in KPM003. Replacement personnel must have equal to or greater qualifications as determined by DSHS.
PER-BDR-006	The Contractor will comply with all HHS Security Policy EIS-AUP.
PER-BDR-007	The Contractor will comply with System Agency's contract manager request to replace resources completely or temporarily in order to focus on critical activities as needed. (i.e. temporary absence of project personnel, Contractor staff performance impacting the project).
PER-BDR-008	Consult with DSHS prior to the removal or transfer of personnel dedicated to supporting DSHS Health Registries.
PER-BDR-009	If possible in the shared service model, System Agency would prefer the same personnel are allocated 100% to a project during the life of the project.
PER-BDR-010	Notify DSHS prior to or within five (5) business days after the termination, resignation, of any personnel during the life of the Contract.
PER-BDR-011	Notify DSHS as soon as the Contractor is aware of any personnel changes or when the Contractor determines the need for replacement of personnel during the duration of the project. Replacement of personnel must have equal to or greater qualifications.
PER-BDR-012	Notify DSHS for any changes in the project delivery personnel.
PER-BDR-013	Provide an updated organization chart when personnel changes within sixty (60) calendar days of the change. Refer to **Exhibit - 5.3 - Contractor Project Organizational Chart and Project Personnel.**
PER-BDR-014	Notify and provide résumés for DSHS review within fourteen (14) calendar days of notification of resignation of any personnel during Design, Development and Implementation (DDI) projects. Provide résumés to DSHS prior to the Contractor assigning replacement personnel during DDI projects. Replacement personnel must have equal to or greater qualifications.
PER-BDR-015	Contractor to provide proposed project organizational structure, team roles, and assignment of personnel to effectively meet the requirements for implementing the project. The experience and qualifications of the Contractor's Personnel support DSHS's stated responsibilities for each role and are in compliance with the minimum preferred qualifications as defined in **Exhibit - 5.3 - Health Registries Vendor Organizational Chart and Project Personnel.**

1.5.2.1.4 PMS Audit Support Services Requirements (AUD)

The Contractor must provide DSHS with assistance to research and analyze audit requests. Audit requests may demand a prompt turnaround. See *Table 18 - PMS Audit Support Services Requirements* that include, but is not limited to, the following:

Table 18 - PMS Audit Support Services Requirements

PMS Req ID	PMS Audit Support Services Requirements
AUD-BDR-001	Provide DSHS support for all audit and agency information requests by assisting with research and analysis within State-approved timeframes.

1.5.2.1.5 PMS Deliverable Requirements (PDR)

The Contractor must provide project management support for the life of the Contract for all the documents, plans and reports. See *Table 19 - PM Deliverable Requirements* that include, but is not limited to, the following:

Table 19 - PM Deliverable Requirements

PMS Req ID	PM Deliverable Requirements
PDR-BDR-001	The Contractor is responsible for creating, updating, and maintaining plans and reports, refer to **Exhibit 5.4 - DSHS Health Registries Deliverables.**

1.5.2.2 Design, Development, and Implementation (DDI) Subdomain

DDI deliverables are DSHS project requests. The Contractor will provide DDI services for the Birth Defect Registry including, but not limited to, the following:
1. Making modification to the software as specified in the detailed requirements outlined in **Exhibit - 13 - DSHS Health Registries Detailed Registry Requirements.**
2. The DDI Subdomain services for the Birth Defect Registry includes the following services:

    a. DDI Discovery (DIS)

    b. DDI Integration and Release Support (IRS)

    c. DDI services for Build, Testing, and Deployment (BTD)

    d. DDI Project Change Request (PCR)

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See **Table 20 - Design, Development, and Implementation (DDI) Requirements** that include, but is not limited to, the following:

Table 20 - Design, Development, and Implementation (DDI) Requirements

DDI Req ID	Design, Development, and Implementation (DDI) Requirements
DIS-BDR-001	The Contractor and DSHS will commence discovery sessions on detailed requirements and design for the overall project. Refer to **Exhibit - 12 DSHS Health Registries Process Guide**.
DIS-BDR-002	Engage with State-staff and other end-users through observation and design sessions to better understand workflows and opportunities to improve user experience. Refer to **Exhibit - 12 DSHS Health Registries Process Guide**.
DIS-BDR-003	Maintain a repository to reflect requirements, Test Cases and user acceptance criteria detail.
IRS-BDR-001	Provide integration and release support from Contractor Dev environment to DSHS Dev environment to DSHS Test environment and from DSHS Test environment to DSHS Production upon DSHS request. Refer to **Exhibit - 12 DSHS Health Registries Process Guide**.
IRS-BDR-002	Provide to the state any scripts, support documentation, and release notes. Refer to **Exhibit - 12 DSHS Health Registries Process Guide**
IRS-BDR-003	Record all Integration and Release Support defects in State-approved defect tracking systems.
IRS-BDR-004	Adhere to State-approved DSHS Test Management Plan. For a current example refer to **Exhibit - 12 DSHS Health Registries Process Guide**.
BTD-BDR-001	Adhere to the State approved SDLC process as referenced in **Exhibit - 12 DSHS Health Registries Process Guide** to ensure the delivery of high quality software. The testing protocol must include, but is not limited to, the following software test activities: a. Unit testing to validate application code changes. b. Application integration testing to validate code changes made by multiple developer teams, and/or multiple developers, to ensure no conflict with each other. c. Partner with DSHS to conduct Systems Integration Testing (SIT) to validate integration between application and other supporting technologies. d. Perform integrated load and stress testing to validate the performance of the application. e. Perform build validation testing to confirm the integrity of application after each build. f. Application regression testing to validate pre-existing functionality is not adversely impacted by code changes within a Development Cycle. g. Reporting on the outcomes of all types of testing activities.

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DDI Req ID	Design, Development, and Implementation (DDI)Requirements
	h. Provide analysis and code fix, if needed, to resolve any testing issues. i. Assist HHSC IT in deploying fully tested software upon request.
BTD-BDR-002	Establish and maintain a DEV environment that mirrors the Austin Data Center (ADC) State Dev environment. **Refer to Exhibit - 12 DSHS Health Registries Process Guide** for details.
BTD-BDR-003	Participate in and assist DSHS with troubleshooting build and deployment issues.
BTD-BDR-004	Adhering to the agreed upon project schedule, Contractor will provide Build, Test, and Deploy Services as requested by DSHS within State-approved timelines. Refer to **Exhibit - 9 - Key Performance Measures and Liquidated Damages.**
PCR-BDR-001	Identify, track, and maintain maintenance Change Requests in State-approved tool and provide DSHS with up-to-date information on any impact to the application.
PCR-BDR-002	Adhere to existing State-approved processes and procedures for triaging, escalating and implementing Project Change Requests.

1.5.2.3 Special Registry Request (SRR) Subdomain

Special Registry Requests are DSHS ad-hoc requests. The Contractor will provide SRR Not To Exceed Pricing for the EMS/Trauma Registry including, but not limited to the following:

1. SRR High Level Estimates (HLE)
2. SRR Software Development Services (SDS)

See *Table 21 -* Special Registry Requests *Requirements* that include, but is not limited to, the following:

Table 21 - Special Registry Requests Requirements

SRR Req ID	Special Registry Requests Requirements
HLE-BDR-001	Contractor to submit High Level Estimate response for any DSHS non-project deliverable request within State-approved timelines.
HLE-BDR-002	The SRR Services shall be Not to Exceed pricing based on Master Fee Schedule and DIR NTE Labor Rates for additional resources as needed by DSHS.
SDS-BDR-001	Adhering to the agreed upon HLE, Contractor to provide Software Development Services as requested by DSHS within State-approved timelines. Refer to **Exhibit - 9 - Key Performance Measures and Liquidated Damages.**
SRR-BDR-001	Provide support for DSHS Special Registry requests including, but not

SRR Req ID	Special Registry Requests Requirements

	limited to, the following:
	   a. Legislative bill analysis support
	   b. IV&V contractor assessments
	   c. Internal and external audit requests
	Other non-standard report and/or data requests

SRR-BDR-002	Implement DSHS requested and or Contractor performance improvements for the application.

1.5.2.4   Detailed Registry Requirements (DRR) for the Birth Defect Registry Subdomain

The Contractor is responsible to maintain and keep current all Registry Requirements in the repository. During development of DDI, MNT and SRR efforts, the Contractor must ensure the repository is up to date for both common and detailed registry requirements. In the event backlogged requirements occur the Contractor will coordinate with DSHS to determine priority and placement (DDI, MNT, and SRR) of the backlogged requirements. See *Table 22 - Detailed Registry Requirements* that include, but is not limited to, the following:

Table 22 - Detailed Registry Requirements

DRR Req ID	Detailed Registry Requirements
DRR-BDR-001	Refer to **Exhibit - 13 - DSHS Health Registries Detailed Registry Requirements** for specific requirements for the Birth Defect Registry.

1.5.3 (3) Child and Adult Blood Lead Registry (BLR) Domain

The Child and Adult Blood Lead Registry Domain comprises of the following Service Subdomains.

1.5.3.1 Project Management Services Subdomain (PMS)

The PM will be responsible for managing the project tasks, deliverables, risks, and issues for all Contractor projects throughout the duration of the contractual engagement. The Contractor's proposed PM structure must enhance collaboration and delivery of all services of this document.

1.5.3.1.1 PMS Project Management Practices

The Contractor, in coordination with DSHS approval, is required to provide a clearly defined project management methodology to manage the scope of the Health Registries projects, deliverables, schedule, communication methods, and processes along with tracking issues, risks, decisions, and actions. Project monitoring, control, and status reporting methods are included as part of this responsibility.
If applicable, during the Transition phase and/or Turnover phase, the Contractor will be required to complete the delivery of all the project management (PM) plans as defined in **Exhibit 5.4 - DSHS Health Registries Deliverables.**

1.5.3.1.2 PMS Support Services Requirements (SSR)

The Contractor must provide DSHS with Project and Contractor resource planning, management, and oversight for the five (5) Health Registry domains. See *Table 23 - PMS Support Services Requirements* that include, but is not limited to, the following:

Table 23 - PMS Support Services Requirements

PMS Req ID	PMS Support Services Requirements
SSR-BLR-001	Establish a PM for a registry project(s).
SSR-BLR-002	Comply with State-approved deliverables, refer to **Exhibit 5.4 - DSHS Health Registries Deliverables**.
SSR-BLR-003	Define, manage, and ensure responsibility for the project tasks, deliverables, technical specifications, risks, and issues. Manage the delivery of services throughout the life of the contract in coordination with DSHS approval. Including, but not limited to, the following: a. Provide day-to-day management of the project including overall Contractor performance, contract compliance and project status updates based on state approved frequency and schedule b. Manage current work plans and coordinate availability of scheduled resources to the Project c. Manage all Contractor resources and ensure appropriate resources are available throughout the life of the Project

PMS Req ID	PMS Support Services Requirements
	d. Establish and maintain regular communications with the DSHS project team e. Maintain status reporting, budget/cost reporting, and issue reporting, tracking, escalation, and resolution procedures f. Manage and internally review the Contractor's invoices and deliverables for conformance with the contract requirements g. Provide timely submission of contract deliverables and work products Refer to **Exhibit - 12 DSHS Health Registries Process Guide** for details.
SSR-BLR-004	Use Microsoft Project and JIRA for Project Management throughout the life of the contract and all subsequent extensions.
SSR-BLR-005	Log all risks and mitigation strategies associated with the delivery of the services including, but not limited to, the following: a. Develop and maintain log of risks and mitigation strategies associated with the delivery of services b. Issues and resolutions for issues identified with the delivery of services. c. Risks and mitigation strategies associated with the delivery of services.
SSR-BLR-006	Provide updates to risk and issue tracking including, but not limited to, the following: a. Risks/Mitigation Plans b. Issues/Corrective Action Plans
SSR-BLR-007	Provide program and project management support preferably with PMI certified technology professionals. Refer **Exhibit - 5.3 - Health Registries Vendor Organizational Chart and Project Personnel**.
SSR-BLR-008	Adhere to and report compliance with all Key Performance Measures. Refer to **Exhibit - 9 - Key Performance Measures and Liquidated Damages.**
SSR-BLR-009	Recommend to the State, continuous process improvement and efficiencies for the State-approved processes in **Exhibit - 12 DSHS Health Registries Process Guide.**
SSR-BLR-010	Improve Health Registry development and management through the continuous improvement of processes, productivity, increased code maintainability, and reusability.
SSR-BLR-011	Mitigate risk to the State, clients, end-users, and taxpayers.
SSR-BLR-012	Train Contractor resources, on DSHS processes, methods and principles prior to assigning the individual to work with the Health Registries. The Contractor is required to provide all training services for their personnel to effectively develop and maintain the Health Registries using Maven software. Training must include, but is not limited to:

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PMS Req ID	PMS Support Services Requirements
	a. Current DSHS Processes refer to **Exhibit - 12 DSHS Health Registries Process Guide** b. Other knowledge areas as required by DSHS c. DSHS required training, (e.g., Security, Protected Health Information (PHI), Health Insurance Portability and Accountability Act (HIPAA), Authorized User Agreement)

1.5.3.1.3   PMS Project Personnel (PER)

The Contractor is responsible to provide project personnel for all service subdomains throughout the life of the Contract's projects. Refer to **Exhibit - 5.3 - Health Registries Vendor Organizational Chart and Project Personnel**. See *Table 25 - PM Project Personnel Requirements*.

NOTE: Requirements with Req ID PER-BLR are general requirements for all personnel.

See *Table 24 - PM Project Personnel Requirements* that include, but is not limited to, the following:

Table 24 - PM Project Personnel Requirements

PER Req ID	PM Project Personnel Requirements
PER-BLR-001	Perform criminal background checks of all the Contractor personnel prior to assignment as required by the State, with results submitted to the State.
PER-BLR-002	Ensure all personnel are available to the project during all normal business hours throughout the life of the Contract.
PER-BLR-003	The Contractor must come on-site for testing, deployment, upon a mutually agreed schedule per DSHS request.
PER-BLR-004	Remove and replace any personnel deemed unacceptable by DSHS within the timeframes as approved in KPM003. Replacement personnel must have equal to or greater qualifications as determined by DSHS.
PER-BLR-006	The Contractor will comply with all HHS Security Policy EIS-AUP.
PER-BLR-007	The Contractor will comply with System Agency's contract manager request to replace resources completely or temporarily in order to focus on critical activities as needed. (i.e. temporary absence of project personnel, Contractor staff performance impacting the project).
PER-BLR-008	Consult with DSHS prior to the removal or transfer of personnel dedicated to supporting DSHS Health Registries.
PER-BLR-009	If possible in the shared service model, System Agency would prefer the same personnel are allocated 100% to a project during the life of the project.

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PER Req ID	PM Project Personnel Requirements
PER-BLR-010	Notify DSHS prior to or within five (5) business days after the termination, resignation, of any personnel during the life of the Contract.
PER-BLR-011	Notify DSHS as soon as the Contractor is aware of any personnel changes or when the Contractor determines the need for replacement of personnel during the duration of the project. Replacement of personnel must have equal to or greater qualifications.
PER-BLR-012	Notify DSHS for any changes in the project delivery personnel.
PER-BDR-013	Provide an updated organization chart when personnel changes within sixty (60) calendar days of the change. Refer to **Exhibit - 5.3 - Contractor Project Organizational Chart and Project Personnel.**
PER-BLR-014	Notify and provide résumés for DSHS review within fourteen (14) calendar days of notification of resignation of any personnel during Design, Development and Implementation (DDI) projects. Provide résumés to DSHS prior to the Contractor assigning replacement personnel during DDI projects. Replacement personnel must have equal to or greater qualifications.
PER-BLR-015	Contractor to provide proposed project organizational structure, team roles, and assignment of personnel to effectively meet the requirements for implementing the project. The experience and qualifications of the Contractor's Personnel support DSHS's stated responsibilities for each role and are in compliance with the minimum preferred qualifications as defined in **Exhibit - 5.3 - Health Registries Vendor Organizational Chart and Project Personnel.**

1.5.3.1.4 PMS Audit Support Services Requirements (AUD)

The Contractor must provide DSHS with assistance to research and analyze audit requests. Audit requests may demand a prompt turnaround. See *Table 25 - PMS Audit Support Services Requirements* that include, but is not limited to, the following:

Table 25 - PMS Audit Support Services Requirements

PMS Req ID	PMS Audit Support Services Requirements
AUD-BLR-001	Provide DSHS support for all audit and agency information requests by assisting with research and analysis within State-approved timeframes.

1.5.3.1.5 PM Deliverable Requirements (PDR)

The Contractor must provide project management support for the life of the Contract for all the documents, plans and reports. See *Table 26 - PM Deliverable Requirements* that include, but is not limited to, the following:

Table 26 - PM Deliverable Requirements

PDR Req ID	PM Deliverable Requirements
PDR-BLR-001	The Contractor is responsible for creating, updating, and maintaining plans and reports, refer to **Exhibit 5.4 - DSHS Health Registries Deliverables.**

1.5.3.2   Design, Development, and Implementation (DDI) Subdomain

DDI deliverables are DSHS project requests. The Contractor will provide DDI services for the Blood Lead Registry including, but not limited to, the following:

Making modifications to the software as specified in the detailed requirements outlined in **Exhibit - 13 - DSHS Health Registries Detailed Registry Requirements.**

The DDI Subdomain services for the Child and Adult Blood Lead Registry includes the following services:

    a.   DDI Discovery (DIS)

    b.   DDI Integration and Release Support (IRS)

    c.   DDI services for Build, Testing, and Deployment (BTD)

    d.   DDI Project Change Request (PCR)

Table 27 - Design, Development, and Implementation (DDI) Requirements

DDI Req ID	Design, Development, and Implementation (DDI) Requirements
DIS-BDL-001	The Contractor and DSHS will commence discovery sessions on detailed requirements and design for the overall project. Refer to **Exhibit - 12 DSHS Health Registries Process Guide**.
DIS-BDL-002	Engage with State-staff and other end-users through observation and design sessions to better understand workflows and opportunities to improve user experience. Refer to **Exhibit - 12 DSHS Health Registries Process Guide**.
DIS-BDL-003	Maintain a repository to reflect requirements, Test Cases and user acceptance criteria detail.
IRS-BDL-001	Provide integration and release support from Contractor Dev environment to DSHS Dev environment to DSHS Test environment and from DSHS Test environment to DSHS Production upon DSHS request. Refer to **Exhibit - 12 DSHS Health Registries Process Guide**.
IRS-BDL-002	Provide to the state any scripts, support documentation, and release notes. Refer to **Exhibit - 12 DSHS Health Registries Process Guide**.

DDI Req ID	Design, Development, and Implementation (DDI) Requirements
IRS-BDL-003	Record all Integration and Release Support defects in State-approved defect tracking systems.
IRS-BDL-004	Adhere to State-approved DSHS Test Management Plan. For a current example refer to **Exhibit - 12 DSHS Health Registries Process Guide**.
BTD-BDL-001	Adhere to the State approved SDLC process as referenced in **Exhibit - 12 DSHS Health Registries Process Guide**, to ensure the delivery of high quality software. The testing protocol must include, but is not limited to, the following software test activities: a. Unit testing to validate application code changes. b. Application integration testing to validate code changes made by multiple developer teams, and/or multiple developers, to ensure no conflict with each other. c. Partner with DSHS to conduct manual and automated Systems Integration Testing (SIT) to validate integration between application and other supporting technologies. d. Perform integrated load and stress testing to validate the performance of the application. e. Perform build validation testing to confirm the integrity of application after each build. f. Perform application regression testing to validate pre-existing functionality is not adversely impacted by code changes within a Development Cycle. g. Reporting on the outcomes of all types of testing activities. h. Provide analysis and code fix, if needed, to resolve any testing issues. i. Assist HHSC IT in deploying fully tested software upon request.
BTD-BDL-002	Establish and maintain a DEV environment that mirrors the Austin Data Center (ADC) State Dev environment. **Refer to Exhibit - 12 DSHS Health Registries Process Guide** for details.
BTD-BDL-003	Participate in and assist DSHS with troubleshooting build and deployment issues.
BTD-BDL-004	Adhering to the agreed upon project schedule, Contractor will provide Build, Test, and Deploy Services as requested by DSHS within State-approved timelines. Refer to **Exhibit - 9 - Key Performance Measures and Liquidated Damages.**
PCR-BDL-001	Identify, track, and maintain maintenance Change Requests in State-approved tool and provide DSHS with up-to-date information on any impact to the application.
PCR-BDL-002	Adhere to existing State-approved processes and procedures for triaging, escalating and implementing Project Change Requests.

1.5.3.3 Special Registry Requests (SRR) Subdomain

Special Registry Requests are DSHS ad-hoc requests. The Contractor will provide SRR Not To Exceed Pricing for the Child and Adult Blood Lead Registry including, but is not limited to the following:

1. SRR High Level Estimates (HLE)

2. SRR Software Development Services (SDS)

See *Table 28 -* Special Registry Requests *Requirements* that include, but is not limited to, the following:

Table 28 - Special Registry Requests Requirements

SRR Req ID	Special Registry Requests **Requirements**
HLE-BLR-001	Contractor to submit High Level Estimate response for any DSHS non-project deliverable request within State-approved timelines.
HLR-BLR-002	The SRR Services shall be Not to Exceed pricing based on Master Fee Schedule and DIR NTE Labor Rates for additional resources as needed by DSHS.
SDS-BLR-001	Adhering to the agreed upon HLE, Contractor to provide Software Development Services as requested by DSHS within State-approved timelines. Refer to **Exhibit - 9 - Key Performance Measures and Liquidated Damages.**

SRR-BLR-001	Provide support for DSHS Special Registry requests including, but not limited to, the following:
	    a. Legislative bill analysis support
	    b. IV&V contractor assessments
	    c. Internal and external audit requests
	Other non-standard report and/or data requests

SRR-BLR-002	Implement DSHS requested and or Contractor performance improvements for the application.

1.5.3.4 Detailed Registry Requirements (DRR) for Child and Adult Blood Lead Registry Subdomain

The Contractor is responsible to maintain and keep current all Registry Requirements in the repository. During development of DDI, MNT and SRR efforts, the Contractor must ensure the repository is up to date for both common and detailed registry requirements. In the event backlogged requirements occur the Contractor will coordinate with DSHS to determine priority and placement (DDI, MNT, and SRR) of the backlogged requirements. See *Table 29 - Detailed Registry Requirements* that include, but is not limited to, the following:

Table 29 - Detailed Registry Requirements

DRR Req ID	Detailed Registry Requirements
DRR-BLR-001	Refer to **Exhibit - 13 - DSHS Health Registries Detailed Registry Requirements** for specific requirements for the Child and Adult Blood Lead Registry.

1.5.4   (4) Texas Healthcare Safety Network Registry (TxHSN) Domain

The Texas Healthcare Safety Network Registry Domain comprises of the following Service Subdomains.

1.5.4.1   Project Management Services (PMS)

The PM will be responsible for managing the project tasks, deliverables, risks, and issues for all Contractor projects throughout the duration of the contractual engagement. The Contractor's proposed PM structure must enhance collaboration and delivery of all services of this document.

1.5.4.1.1   PMS Project Management Practices

The Contractor, with DSHS approval, is required to provide a clearly defined project management methodology and organization to manage the scope of the Health Registries projects, deliverables, schedule, communication methods, and processes along with tracking issues, risks, decisions, and actions. Project monitoring, control, and status reporting methods are included as part of this responsibility.
If applicable, during the Transition phase and/or Turnover phase, the Contractor will be required to complete the delivery of all the project management (PM) plans as defined in **Exhibit 5.4 - DSHS Health Registries Deliverables.**

1.5.4.1.2   PMS Support Services Requirements (SSR)

The Contractor must provide DSHS with Project and Contractor resource planning, management, and oversight for the five (5) Health Registry domains. See *Table 30 - PMS Support Services Requirements* that include, but is not limited to, the following:

Table 30 - PMS Support Services Requirements

PMS Req ID	PMS Support Services Requirements
SSR-HSN-001	Establish a PM for a registry project(s).
SSR-HSN-002	Comply with State-approved deliverables, refer to **Exhibit 5.4 - DSHS Health Registries Deliverables**.
SSR-HSN-003	Define, manage, and ensure responsibility for the project tasks, deliverables, technical specifications, risks, and issues. Manage the delivery of services throughout the life of the contract in coordination with DSHS approval. Including, but not limited to, the following:

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PMS Req ID	PMS Support Services Requirements
	a. Provide day-to-day management of the project including overall Contractor performance, contract compliance and project status updates based on state approved frequency and schedule b. Manage current work plans and coordinate availability of scheduled resources to the Project c. Manage all Contractor resources and ensure appropriate resources are available throughout the life of the Project d. Establish and maintain regular communications with the DSHS project team e. Maintain status reporting, budget/cost reporting, and issue reporting, tracking, escalation, and resolution procedures f. Manage and internally review the Contractor's invoices and deliverables for conformance with the contract requirements g. Provide timely submission of contract deliverables and work products Refer to **Exhibit - 12 DSHS Health Registries Process Guide** for details.
SSR-HSN-004	Use Microsoft Project and JIRA for Project Management throughout the life of the contract and all subsequent extensions.
SSR-HSN-005	Log all risks and mitigation strategies associated with the delivery of the services including, but not limited to, the following: a. Develop and maintain log of risks and mitigation strategies associated with the delivery of services b. Issues and resolutions for issues identified with the delivery of services. c. Risks and mitigation strategies associated with the delivery of services.
SSR-HSN-006	Provide updates to risk and issue tracking including, but not limited to, the following: a. Risks/Mitigation Plans b. Issues/Corrective Action Plans
SSR-HSN-007	Provide program and project management support preferably with PMI certified technology professionals. Refer **Exhibit - 5.3 - Health Registries Vendor Organizational Chart and Project Personnel**.
SSR-HSN-008	Adhere to and report compliance with all Key Performance Measures. Refer to **Exhibit - 9 - Key Performance Measures and Liquidated Damages.**
SSR-HSN-009	Recommend to the State, continuous process improvement and efficiencies for the State-approved processes in **Exhibit - 12 DSHS Health Registries Process Guide.**
SSR-HSN-010	Improve Health Registry development and management through the continuous improvement of processes, productivity, increased code maintainability, and reusability.

PMS Req ID	PMS Support Services Requirements
SSR-HSN-011	Mitigate risk to the State, clients, end-users, and taxpayers.
SSR-HSN-012	Train Contractor resources, on DSHS processes, methods and principles prior to assigning the individual to work with the Health Registries. The Contractor is required to provide all training services for their personnel to effectively develop and maintain the Health Registries using Maven software. Training must include, but is not limited to: a. Current DSHS Processes refer to **Exhibit - 12 DSHS Health Registries Process Guide** b. Other knowledge areas as required by DSHS c. DSHS required training, (e.g., Security, Protected Health Information (PHI), Health Insurance Portability and Accountability Act (HIPAA), Authorized User Agreement)

1.5.4.1.3 PM Project Personnel (PER)

The Contractor is responsible to provide project personnel for all service subdomains throughout the life of the Contract's projects. Refer to **Exhibit - 5.3 - Health Registries Vendor Organizational Chart and Project Personnel**. See *Table 31 - PM Project Personnel Requirements*.

NOTE: Requirements with Req ID PER-HSN are general requirements for all personnel.

The PM Project Personnel Requirements include, but are not limited to, the following:

Table 31 - PM Project Personnel Requirements

Req ID	PM Project Personnel Requirements
PER-HSN-001	Perform criminal background checks of all the Contractor personnel prior to assignment as required by the State, with results submitted to the State.
PER-HSN-002	Ensure all personnel are available to the project during all normal business hours throughout the life of the Contract.
PER-HSN-003	The Contractor must come on-site for testing, deployment, upon a mutually agreed schedule per DSHS request.
PER-HSN-004	Remove and replace any personnel deemed unacceptable by DSHS within the timeframes as approved in KPM003. Replacement personnel must have equal to or greater qualifications as determined by DSHS.
PER-HSN-006	The Contractor will comply with all HHS Security Policy EIS-AUP.
PER-HSN-007	The Contractor will comply with System Agency's contract manager request to replace resources completely or temporarily in order to focus on critical activities as needed. (i.e. temporary absence of project personnel, Contractor staff performance impacting the project).

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Req ID	PM Project Personnel Requirements
PER-HSN-008	Consult with DSHS prior to the removal or transfer of personnel dedicated to supporting DSHS Health Registries.
PER-HSN-009	If possible in the shared service model, System Agency would prefer the same personnel are allocated 100% to a project during the life of the project.
PER-HSN-010	Notify DSHS prior to or within five (5) business days after the termination, resignation, of any personnel during the life of the Contract.
PER-HSN-011	Notify DSHS as soon as the Contractor is aware of any personnel changes or when the Contractor determines the need for replacement of personnel during the duration of the project. Replacement of personnel must have equal to or greater qualifications.
PER-HSN-012	Notify DSHS for any changes in the project delivery.
PER-HSN-013	Provide an updated organization chart when personnel changes within sixty (60) calendar days of the change. Refer to **Exhibit - 5.3 - Contractor Project Organizational Chart and Project Personnel.**
PER-HSN-014	Notify and provide résumés for DSHS review and approval within fourteen (14) calendar days of notification of resignation of any personnel during Design, Development and Implementation (DDI) projects. Provide résumés to DSHS prior to the Contractor assigning replacement personnel during DDI projects. Replacement personnel must have equal to or greater qualifications.
PER-HSN-015	Contractor to provide proposed project organizational structure, team roles, and assignment of personnel to effectively meet the requirements for implementing the project. The experience and qualifications of the Contractor's Personnel support DSHS's stated responsibilities for each role and are in compliance with the minimum preferred qualifications as defined in **Exhibit - 5.3 - Health Registries Vendor Organizational Chart and Project Personnel.**

1.5.4.1.4 PMS Audit Support Services Requirements (AUD)

The Contractor must provide DSHS with assistance to research and analyze audit requests. Audit requests may demand a prompt turnaround. See *Table 32 - PM Audit Support Services Requirements* that include, but is not limited to, the following:

Table 32 - PM Audit Support Services Requirements

PMS Req ID	PM Audit Support Services Requirements
AUD-HSN-001	Provide DSHS support for all audit and agency information requests by assisting with research and analysis within State-approved timeframes.

1.5.4.1.5 PM Deliverable Requirements (PDR)

The Contractor must provide project management support for the life of the Contract for all the

documents, plans and reports. See *Table 33 - PMS Deliverable Requirements* that include, but is not limited to, the following:

Table 33 - PMS Deliverable Requirements

PMS Req ID	PMS Deliverable Requirements
PDR-HSN-001	The Contractor is responsible for creating, updating, and maintaining plans and reports, refer to **Exhibit 5.4 - DSHS Health Registries Deliverables.**

1.5.4.2   Design, Development, and Implementation (DDI) Subdomain

DDI deliverables are DSHS project requests. The Contractor will provide DDI services for the TxHSN Registry including, but not limited to, the following:

1) Making modifications to the software as specified in the detailed requirements outlined in **Exhibit - 13 - DSHS Health Registries Detailed Registry Requirements.**

2) The DDI Subdomain services for the Texas Healthcare Safety Network Registry includes the following services:

   a. DDI Discovery (DIS)

   b. DDI Integration and Release Support (IRS)

   c. DDI services for Build, Testing, and Deployment (BTD)

   d. DDI Project Change Request (PCR)

See *Table 34 - Design, Development, and Implementation (DDI) Requirements* that include, but is not limited to, the following:

Table 34 - Design, Development, and Implementation (DDI) Requirements

DDI Req ID	Design, Development, and Implementation (DDI) Requirements
DIS-HSN-001	The Contractor and DSHS will commence discovery sessions on detailed requirements and design for the overall project. Refer to **Exhibit - 12 DSHS Health Registries Process Guide**.
DIS-HSN-002	Engage with State-staff and other end-users through observation and design sessions to better understand workflows and opportunities to improve user experience. Refer to **Exhibit - 12 DSHS Health Registries Process Guide**.
DIS-HSN-003	Maintain a repository to reflect requirements, Test Cases and user acceptance criteria detail.
IRS-HSN-001	Provide integration and release support from Contractor Dev environment to DSHS Dev environment to DSHS Test environment and from DSHS Test environment to DSHS Production upon DSHS request.

DDI Req ID	Design, Development, and Implementation (DDI) Requirements
	Refer to **Exhibit - 12 DSHS Health Registries Process Guide**.
IRS-HSN-002	Provide to the state any scripts, support documentation, and release notes. Refer to **Exhibit - 12 DSHS Health Registries Process Guide**.
IRS-HSN-003	Record all Integration and Release Support defects in State-approved defect tracking systems.
IRS-HSN-004	Adhere to State-approved DSHS Test Management Plan**.** For a current example refer to **Exhibit - 12 DSHS Health Registries Process Guide**.
BTD-HSN-001	Adhere to the State approved SDLC process as referenced in **Exhibit - 12 DSHS Health Registries Process Guide**, to ensure the delivery of high quality software. The SDLC process must include, but is not limited to, the following software test activities: a. Unit testing to validate application code changes. b. Perform application integration testing to validate code changes made by multiple developer teams, and/or multiple developers, to ensure no conflict with each other. c. Partner with DSHS to conduct manual and/or automated Systems Integration Testing (SIT) to validate integration between application and other supporting technologies. d. Perform integrated load and stress testing to validate the performance of the application. e. Perform build validation testing to confirm the integrity of application after each build. f. Perform application regression testing to validate pre-existing functionality is not adversely impacted by code changes within a Development Cycle. g. Reporting on the outcomes of all types of testing activities. h. Provide analysis and code fix, if needed, to resolve any testing issues. i. Assist in deploying fully tested software.
BTD-HSN-002	Establish and maintain a DEV environment that mirrors the Austin Data Center (ADC) State Dev environment. **Refer to Exhibit - 12 DSHS Health Registries Process Guide** for details.
BTD-HSN-003	Participate in and assist DSHS with troubleshooting build and deployment issues.
BTD-HSN-004	Adhering to the agreed upon project schedule, Contractor will provide Build, Test, and Deploy Services as requested by DSHS within State-approved timelines. Refer to **Exhibit - 9 - Key Performance Measures and Liquidated Damages.**
PCR-HSN-001	Identify, track, and maintain maintenance Change Requests in State-approved tool and provide DSHS with up-to-date information on any impact to the application.

DDI Req ID	Design, Development, and Implementation (DDI) Requirements
PCR-HSN-002	Adhere to existing State-approved processes and procedures for triaging, escalating and implementing Project Change Requests.

1.5.4.3 Special Registry Requests (SRR) Subdomain

Special Registry Requests are DSHS ad-hoc requests. The Contractor will provide SRR Not To Exceed Pricing for the Texas Healthcare Safety Network Registry including, but is not limited to the following:

1. SRR High Level Estimates (HLE)

2. SRR Software development services (SDS)

See *Table 35 -* Special Registry Requests *Requirements* that include, but is not limited to, the following:

Table 35 - Special Registry Requests Requirements

SRR Req ID	Special Registry Requests Requirements
HLE-HSN-001	Contractor to submit High Level Estimate response for any DSHS non-project deliverable request within State-approved timelines.
HLE-HSN-002	The SRR Services shall be Not to Exceed pricing based on Master Fee Schedule and DIR NTE Labor Rates for additional resources as needed by DSHS.
SDS-HSN-001	Adhering to the agreed upon HLE, Contractor to provide Software Development Services as requested by DSHS within State-approved timelines. Refer to **Exhibit - 9 - Key Performance Measures and Liquidated Damages.**
SRR-HSN-001	Provide support for DSHS Special Registry requests including, but not limited to, the following: a. Legislative bill analysis support b. IV&V contractor assessments c. Internal and external audit requests Other non-standard report and/or data requests
SRR-HSN-002	Implement DSHS requested and or Contractor performance improvements for the application.

1.5.4.4 Detailed Registry Requirements (DRR) for Texas Healthcare Safety Network Registry Subdomain

The Contractor is responsible to maintain and keep current all Registry Requirements in the repository. During development of DDI, MNT and SRR efforts, the Contractor must ensure the repository is up to date for both common and detailed registry requirements. In the event backlogged requirements occur the Contractor will coordinate with DSHS to determine priority

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and placement (DDI, MNT, and SRR) of the backlogged requirements. See *Table 36 - Detailed Registry Requirements* that include, but is not limited to, the following:

Table 36 - Detailed Registry Requirements

DRR Req ID	Detailed Registry Requirements
DRR-HSN-001	Refer to **Exhibit - 13 - DSHS Health Registries Detailed Registry Requirements** for specific requirements for the Texas Healthcare Safety Network Registry.

1.5.5 **(5) TB/HIV/STD (THISIS) Registry Domain**

The TB/HIV/STD Registry Domain comprises of the following Service Subdomains.

1.5.5.1 **Project Management Services (PMS)**

The PM will be responsible for managing the project tasks, deliverables, risks, and issues for all Contractor projects throughout the duration of the contractual engagement. The Contractor's proposed PM structure must enhance collaboration and delivery of all services of this document.

1.5.5.1.1 **PMS Project Management Practices**

The Contractor, in coordination with DSHS approval, is required to provide a clearly defined project management methodology to manage the scope of the Health Registries projects, deliverables, schedule, communication methods, and processes along with tracking issues, risks, decisions, and actions. Project monitoring, control, and status reporting methods are included as part of this responsibility.

If applicable, during the Transition phase and/or Turnover phase, the Contractor will be required to complete the delivery of all the project management (PM) plans as defined in **Exhibit 5.4 - DSHS Health Registries Deliverables.**

1.5.5.1.2 **PMS Support Services Requirements (SSR)**

The Contractor must provide DSHS with Project and Contractor resource planning, management, and oversight for the five (5) Health Registry domains. See *Table 37 - PMS Support Services Requirements* that include, but is not limited to, the following:

Table 37 - PMS Support Services Requirements

PMS Req ID	PMS Support Services Requirements
SSR-THS-001	Establish a PM for a registry project(s).
SSR-THS-002	Comply with State-approved deliverables, refer to **Exhibit 5.4 - DSHS Health Registries Deliverables**.
SSR-THS-003	Define, manage, and ensure responsibility for the project tasks, deliverables, technical specifications, risks, and issues. Manage the delivery of services throughout the life of the contract in coordination with

PMS Req ID	PMS Support Services Requirements
	DSHS approval. Including, but not limited to, the following: a. Provide day-to-day management of the project including overall Contractor performance, contract compliance and project status updates based on state approved frequency and schedule b. Manage current work plans and coordinate availability of scheduled resources to the Project c. Manage all Contractor resources and ensure appropriate resources are available throughout the life of the Project d. Establish and maintain regular communications with the DSHS project team e. Maintain status reporting, budget/cost reporting, and issue reporting, tracking, escalation, and resolution procedures f. Manage and internally review the Contractor's invoices and deliverables for conformance with the contract requirements g. Provide timely submission of contract deliverables and work products Refer to **Exhibit - 12 DSHS Health Registries Process Guide** for details.
SSR-THS-004	Use Microsoft Project and JIRA for Project Management throughout the life of the contract and all subsequent extensions.
SSR-THS-005	Log all risks and mitigation strategies associated with the delivery of the services including, but not limited to, the following: a. Develop and maintain log of risks and mitigation strategies associated with the delivery of services b. Issues and resolutions for issues identified with the delivery of services. c. Risks and mitigation strategies associated with the delivery of services.
SSR-THS-006	Provide updates to risk and issue tracking including, but not limited to, the following: a. Risks/Mitigation Plans b. Issues/Corrective Action Plans
SSR-THS-007	Provide program and project management support preferably with PMI certified technology professionals. Refer **Exhibit - 5.3 - Health Registries Vendor Organizational Chart and Project Personnel**.
SSR-THS-008	Adhere to and report compliance with all Key Performance Measures. Refer to **Exhibit - 9 - Key Performance Measures and Liquidated Damages.**
SSR-THS-009	Recommend to the State, continuous process improvement and efficiencies for the State-approved processes in **Exhibit - 12 DSHS Health Registries Process Guide.**

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PMS Req ID	PMS Support Services Requirements
SSR-THS-010	Improve Health Registry development and management through the continuous improvement of processes, productivity, increased code maintainability, and reusability.
SSR-THS-011	Mitigate risk to the State, clients, end-users, and taxpayers.
SSR-THS-012	Train Contractor resources, on DSHS processes, methods and principles prior to assigning the individual to work with the Health Registries. The Contractor is required to provide all training services for their personnel to effectively develop and maintain the Health Registries using Maven software. Training must include, but is not limited to: a. Current DSHS Processes refer to **Exhibit - 12 DSHS Health Registries Process Guide** b. Other knowledge areas as required by DSHS c. DSHS required training, (e.g., Security, Protected Health Information (PHI), Health Insurance Portability and Accountability Act (HIPAA), Authorized User Agreement)

1.5.5.1.3   PMS Project Personnel (PER)

The Contractor is responsible to provide project personnel for all service subdomains throughout the life of the Contract's projects. Refer to **Exhibit - 5.3 - Health Registries Vendor Organizational Chart and Project Personnel**. See *Table 41 - PMS Project Personnel Requirements*.

NOTE: Requirements with Req ID PER-THS are general requirements for all personnel.

See *Table 38 - PMS Project Personnel Requirements* that include, but is not limited to, the following:

Table 38 - PMS Project Personnel Requirements

Req ID	PMS Project Personnel Requirements
PER-THS-001	Perform criminal background checks of all the Contractor personnel prior to assignment as required by the State, with results submitted to the State.
PER-THS-002	Ensure all personnel are available to the project during all normal business hours throughout the life of the Contract.
PER-THS-003	The Contractor must come on-site for testing, deployment, upon a mutually agreed schedule per DSHS request.
PER-THS-004	Remove and replace any personnel deemed unacceptable by DSHS within the timeframes as approved in KPM003. Replacement personnel must have equal to or greater qualifications as determined by DSHS.
PER-THS-006	The Contractor will comply with all HHS Security Policy EIS-AUP.

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Req ID	PMS Project Personnel Requirements
PER-THS-007	The Contractor will comply with System Agency's contract manager request to replace resources completely or temporarily in order to focus on critical activities as needed. (i.e. temporary absence of project personnel, Contractor staff performance impacting the project).
PER-THS-008	Consult with DSHS prior to the removal or transfer of personnel dedicated to supporting DSHS Health Registries.
PER-THS-009	If possible in the shared service model, System Agency would prefer the same personnel are allocated 100% to a project during the life of the project.
PER-THS-010	Notify DSHS prior to or within five (5) business days after the termination, resignation, of any personnel during the life of the Contract.
PER-THS-011	Notify DSHS as soon as the Contractor is aware of any personnel changes or when the Contractor determines the need for replacement of personnel during the duration of the project. Replacement of personnel must have equal to or greater qualifications.
PER-THS-012	Notify DSHS for any changes in the project delivery personnel.
PER-THS-013	Provide an updated organization chart when personnel changes within sixty (60) calendar days of the change. Refer to **Exhibit - 5.3 - Contractor Project Organizational Chart and Project Personnel.**
PER-THS-014	Notify and provide résumés for DSHS review within fourteen (14) calendar days of notification of resignation of any personnel during Design, Development and Implementation (DDI) projects. Provide résumés to DSHS prior to the Contractor assigning replacement personnel during DDI projects. Replacement personnel must have equal to or greater qualifications.
PER-THS-015	Contractor to provide proposed project organizational structure, team roles, and assignment of personnel to effectively meet the requirements for implementing the project. The experience and qualifications of the Contractor's Personnel support DSHS's stated responsibilities for each role and are in compliance with the minimum preferred qualifications as defined in **Exhibit - 5.3 - Health Registries Vendor Organizational Chart and Project Personnel.**

1.5.5.1.4 PMS Audit Support Services Requirements (AUD)

The Contractor must provide DSHS with assistance to research and analyze audit requests. Audit requests may demand a prompt turnaround. See ***Table 39 - PMS Audit Support Services Requirements*** that include, but is not limited to, the following:

Table 39 - PMS Audit Support Services Requirements

Req ID	PMS Audit Support Services Requirements
AUD-THS-001	Provide DSHS support for all audit and agency information requests by

Req ID	PMS Audit Support Services Requirements
	assisting with research and analysis within State-approved timeframes.

1.5.5.1.5 PMS Deliverable Requirements (PDR)

The Contractor must provide project management support for the life of the Contract for all the documents, plans and reports. See *Table 40 - PMS Deliverable Requirements* that include, but is not limited to, the following:

Table 40 - PMS Deliverable Requirements

Req ID	PM Deliverable Requirements
PDR-THS-001	The Contractor is responsible for creating, updating, and maintaining plans and reports, refer to **Exhibit 5.4 - DSHS Health Registries Deliverables.**

1.5.5.2 Design, Development, and Implementation (DDI) Services Subdomain

DDI deliverables are DSHS project requests. The Contractor will provide DDI services for the THISIS Registry including, but not limited to, the following:

1. Making modifications to the software as specified in the detailed requirements outlined in **Exhibit - 13 - DSHS Health Registries Detailed Registry Requirements.**

2. The DDI Subdomain services for the TB/HIV/STD Registry includes the following services:

    a. DDI Discovery (DIS)

    b. DDI Integration and Release Support (IRS)

    c. DDI services for Build, Testing, and Deployment (BTD)

    d. DDI Project Change Request (PCR)

See *Table 41 - Design, Development, and Implementation (DDI) Requirements* that include, but is not limited to, the following:

Table 41 - Design, Development, and Implementation (DDI) Requirements

DDI Req ID	Design, Development, and Implementation (DDI) Requirements
DIS-THS-001	The Contractor and DSHS will commence discovery sessions on detailed requirements and design for the overall project. Refer to **Exhibit - 12 DSHS Health Registries Process Guide**.

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DDI Req ID	Design, Development, and Implementation (DDI) Requirements
DIS-THS-002	Engage with State-staff and other end-users through observation and design sessions to better understand workflows and opportunities to improve user experience. Refer to **Exhibit - 12 DSHS Health Registries Process Guide**.
DIS-THS-003	Maintain a repository to reflect requirements, Test Cases and user acceptance criteria detail.
IRS-THS-001	Provide integration and release support from Contractor Dev environment to DSHS Dev environment to DSHS Test environment and from DSHS Test environment to DSHS Production upon DSHS request. Refer to **Exhibit - 12 DSHS Health Registries Process Guide**.
IRS-THS-002	Provide to the state any scripts, support documentation, and release notes. Refer to **Exhibit - 12 DSHS Health Registries Process Guide**.
IRS-THS-003	Record all Integration and Release Support defects in State-approved defect tracking systems.
IRS-THS-004	Adhere to State-approved DSHS Test Management Plan**.** For a current example refer to **Exhibit - 12 DSHS Health Registries Process Guide**.
BTD-THS-001	Adhere to the State approved SDLC process as referenced in **Exhibit - 12 DSHS Health Registries Process Guide** to ensure the delivery of high quality software. The testing protocol must include, but is not limited to, the following software test activities: a. Unit testing to validate application code changes. b. Application integration testing to validate code changes made by multiple developer teams, and/or multiple developers, to ensure no conflict with each other. c. Partner with DSHS to conduct Systems Integration Testing (SIT) to validate integration between application and other supporting technologies. d. Perform integrated load and stress testing to validate the performance of the application. e. Perform build validation testing to confirm the integrity of application after each build. f. Perform application regression testing to validate pre-existing functionality is not adversely impacted by code changes within a Development Cycle. g. Reporting on the outcomes of all types of testing activities. h. Provide analysis and code fix, if needed, to resolve any testing issues. i. Assist HHSC IT in deploying fully tested software upon request.
BTD-THS-002	Establish and maintain a DEV environment that mirrors the Austin Data Center (ADC) State Dev environment. Refer to **Exhibit - 12 DSHS Health Registries Process Guide** for details.
BTD-THS-003	Participate in and assist DSHS with troubleshooting build and

DDI Req ID	Design, Development, and Implementation (DDI) Requirements
	deployment issues.
BTD-THS-004	Adhering to the agreed upon project schedule, Contractor will provide Build, Test, and Deploy Services as requested by DSHS within State-approved timelines. Refer to **Exhibit - 9 - Key Performance Measures and Liquidated Damages.**
PCR-THS-001	Identify, track, and maintain maintenance Change Requests in State-approved tool and provide DSHS with up-to-date information on any impact to the application.
PCR-THS-002	Adhere to existing State-approved processes and procedures for triaging, escalating and implementing Project Change Requests.

1.5.5.3 Special Registry Requests (SRR) Subdomain

Special Registry Requests are DSHS ad-hoc requests. The Contractor will provide SRR Not To Exceed Pricing for the TB/HIV/STD Registry including, but is not limited to the following:

1. SRR High Level Estimates (HLE)

2. SRR Software Development Services (SDS)

See Special Registry Requests *Requirements* that include, but is not limited to, the following:

Table 42 - Special Registry Requests Requirements

SRR Req ID	Special Registry Requests Requirements
HLE-THS-001	Contractor to submit High Level Estimate response for any DSHS non-project deliverable request within State-approved timelines.
HLE-THS-002	The SRR Services shall be Not to Exceed pricing based on DSHS agreed to Labor Rates.
SDS-THS-001	Adhering to the agreed upon HLE, Contractor to provide Software Development Services as requested by DSHS within State-approved timelines. Refer to **Exhibit - 9 - Key Performance Measures and Liquidated Damages.**

SRR-THS-001	Provide support for DSHS Special Registry requests including, but not limited to, the following:
	    a. Legislative bill analysis support
	    b. IV&V contractor assessments
	    c. Internal and external audit requests
	Other non-standard report and/or data requests

SRR-THS-002	Implement DSHS requested and or Contractor performance improvements for the application.

1.5.5.4 Detailed Registry Requirements (DRR) for TB/HIV/STD Registry Subdomain

The Contractor is responsible to maintain and keep current all Registry Requirements in the repository. During development of DDI, MNT and SRR efforts, the Contractor must ensure the repository is up to date for both common and detailed registry requirements. In the event backlogged requirements occur the Contractor will coordinate with DSHS to determine priority and placement (DDI, MNT, and SRR) of the backlogged requirements. See ***Table 43 - Detailed Registry Requirements*** that include, but is not limited to, the following:

Table 43 - Detailed Registry Requirements

DRR Req ID	Detailed Registry Requirements
DRR-THS-001	Refer to **Exhibit - 13 - DSHS Health Registries Detailed Registry Requirements** for specific requirements for the TB/HIV/STD (THISIS) Registry.

1.6 General Requirements

1.6.1.1 Deliverables Delivery

Deliverables must be published in a manner facilitating visibility, collaboration, and ease of use. The Contractor must:

1. Make all deliverables available electronically.

2. Utilize the DSHS-provided solution to publish the documentation deliverables online (e.g., Microsoft SharePoint or other collaboration tool).

3. Utilize the DSHS-approved process for DSHS and the Contractor to propose changes to documentation deliverables throughout the life of the project.

1.6.1.2 Deliverables Acceptance Process

Deliverables will be provided to DSHS's Contract Manager or their designee on the dates specified in the Contractor's State-approved Project Work Plan. DSHS may request the Contractor stagger the submission of deliverables to provide DSHS with adequate time to review and approve deliverables.

If any deliverable cannot be provided within the scheduled timeframe, the Contractor must contact the DSHS Contract Manager or their designee, in writing, with a reason for the delay and the proposed revised schedule, which DSHS may accept or reject at its sole discretion.
As part of the deliverable acceptance process, DSHS requires a review period of at least ten (10) business days following receipt of deliverables. If DSHS requires additional time for review of complex deliverables, extended approval deadlines will be required and the Contractor will be notified. Refer to **Exhibit - 12 DSHS Health Registries Process Guide** for details.
DSHS shall notify the Contractor of deliverable approval or rejection, along with the reason(s) for rejection and the steps the Contractor must complete so the deliverable will be acceptable. The Contractor shall have mutually agreed timelines, or as otherwise agreed in writing by DSHS,

to correct the deliverable and resubmit the deliverable for DSHS review.
In addition, DSHS approval of Contractor work products or processes will not relieve the
Contractor of liability for errors and omissions in the work products or processes.

1.6.1.3 Post Implementation Support

For overlay component per registry, contractor must correct all prioritized software defects to
meet the DSHS agreed upon software specifications. Contractor must include enhancements,
maintenance, and releases of the software to DSHS at no additional charge during the Post
Implementation Support (Warranty Period). All software corrections and software updates shall
be tested according to the DSHS Software Development Life Cycle. Any post production defects
found within the Warranty Period must be corrected at no additional cost to the State. Refer to
Exhibit - 12 DSHS Health Registries Process Guide for the SDLC and Post Implementation
Support details.

1.6.1.4 Deliverables Approval

Deliverables prepared by the Contractor will be subject to the review and written approval of
DSHS according to the DSHS's internal process requirements. Approval will be granted if DSHS
determines the deliverable conforms to the requirements.

1.6.2 Data Use Agreement

By entering into a Contract, or purchase order with the System Agency as a result of this
Solicitation, Contractor agrees to be bound by the terms in **Exhibit 7 - HHSC Data Use
Agreement (DUA)**.

1.6.3 No Guarantee of Volume, Usage or Compensation

The System Agency makes no guarantee of volume, usage, or total compensation to be paid to
any Respondent under any awarded Contract, if any, resulting from this Solicitation. Any
awarded Contract is subject to appropriations and the continuing availability of funds.
The System Agency reserves the right to cancel, make partial award, or decline to award a
Contract under this Solicitation at any time at its sole discretion.

1.6.4 Contractor Performance Tracking System

The Contractor Performance Tracking System (VPTS) provides the state procurement
community with a comprehensive tool for evaluating Contractor performance to reduce risk in
the contract awarding process.
The Comptroller is required to provide VPTS under Texas Government Code, § 2262.055, and
34 Texas Admin. Code § 20.509 and § 20.115. Gov't Code § 2155.089 requires agencies to
report Contractor performance for purchases over $25,000 from contracts administered by the
CPA or any other purchase over $25,000 made through delegated authority granted by CPA.
Agencies are also encouraged to report Contractor performance on purchases under $25,000 and
associated with purchase orders issued throughout the life of a contract, not just at its conclusion.

1.6.4.1   Purpose of VPTS

The purpose of the Contractor Performance Tracking System is to:

1. Identify Contractors that have exceptional performance

2. Aid purchasers in making a best-value determination based on Contractor past performance

3. Protect the state from Contractors with unethical business practices

4. Provide performance grades (A-F) in five measurable categories for the CMBL Contractors

5. Track Contractor performance for delegated and exempt purchases

1.6.4.2   Contractor Performance Report

After submission, the Contractor has 30 calendar days to respond to the report if the Contractor has received a score of less than a "C." Contractor responses are forwarded to the agency that initially submitted the Contractor performance report for review. The SPD will work with the agency and Contractor to achieve resolution for concerns raised. Once resolved, Contractor and agency comments are added to the report.

1.6.4.3   Protesting a Report Grade

Contractors may submit a protest for a grade BELOW a "C" and posted within the last ten (10) days. Protests for report grades posted more than ten (10) days prior to the submission of the protest will not be accepted. Protests for report grades of "A", "B", or "C" will not be accepted and cannot be protested.

To file a protest of a Contractor Performance Tracking System score, please go to https://comptroller.texas.gov/purchasing/programs/Contractor-performance-tracking/ and fill out the Contractor Protest Form and e-mail it to Contractor.performance@cpa.texas.gov.

1.7   DSHS Responsibilities

Under this procurement and the resulting contract, DSHS will provide the requirements and responsibilities presented in *Table 44 - DSHS Responsibilities*. The requirements include, but are not limited to, the following:

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Table 44 - DSHS Responsibilities

Responsibility ID	DSHS Responsibilities
DSHS-RES-001	Assign approved Project Change Requests to releases.
DSHS-RES-002	Assign priorities to defect fixes in conjunction with business partners through a regular DSHS facilitated triage meeting. The triage establishes priorities to manage the confirmed production defects already logged.
DSHS-RES-003	Perform test case scenarios and associated data preparation required for efficient software testing. The data preparation supports the software QA activities as defined in **Exhibit 5.4 - DSHS Health Registries Deliverables.**
DSHS-RES-004	Review and approve/reject all deliverables.
DSHS-RES-005	Perform Database Administration
DSHS-RES-006	DSHS Program Management and Application Development teams will: a. Facilitate Go/No-Go decisions during release readiness for all deliverables in each development cycle, emergency, and maintenance releases. b. Facilitate any late inclusion of items with approvals during release readiness for all development cycles, emergency, and maintenance releases.
DSHS-RES-007	Provide support for the Contractor's staff when onsite for testing, troubleshooting, or demonstrating new releases including, but not limited to the following: a. Desktop and local network printers b. Voice/phone support
DSHS-RES-010	DSHS IT Application Development will promote builds in the DSHS DEV, Test, and Production environments in the Austin Data Center (ADC) and San Angelo Data Center (SDC).
DSHS-RES-011	HHSC/DSHS Operations and Technology will: a. Maintain sufficient hardware technology for Health Registry application b. Maintain database technology to support the Health Registries c. Maintain backups of data d. Execute Disaster Recovery process when required
DSHS-RES-012	DSHS updates configuration management in the System Agency data center

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Responsibility ID	DSHS Responsibilities

DSHS-RES-013	DSHS is responsible for updating Process Guide and informing Contractor of business or technical process changes made in the Process Guide. The Process Guide provides business and technical standards, including but not limited to the following:
	
	  a. Health Registries Business Process Standards
	     i. International Classification of Disease (ICD) Codes updates
	     ii. Procedure Code updates
	     iii. CDC updates
	  b. DSHS Technical Standards
	     i. Change Management Process
	     ii. Testing Process
	
	Refer to **Exhibit - 12 DSHS Health Registries Process Guide.**
	
	Provide Contractor resources access to publish document deliverables online to the state owned document tool - State Contract Manager or designee will provide access.

DSHS-RES-014	System agency Contract Manager or designee is responsible for the following signoffs:
	
	  a. User requirements documents acceptance signoff within five business days, if no signoff, then this deliverable is considered accepted.
	  b. User Requirement Acceptance (URA) signoff within five business days, if no signoff, then this deliverable is considered accepted.
	  c. User Acceptance Test approved build signoff within five business days, if no signoff, then this deliverable is considered accepted.
	
	The post UAT warranty period starts at UAT signoff.

DSHS-RES-015	System Agency Contract Manager or designee is responsible for the following signoff: a. Production defect closures Signoff of defect closures are excluded from KPM clock time.

Exhibit 5.1:
Texas Registries Annual Maintenance Agreement as Appended
V.02

Department of State Health Services (DSHS)
Health Registries

DSHS Health Registry Software and Development
(HRS&D) RFO No. HHS000116600001

Exhibit 5.1 Texas Registries Annual Maintenance Agreement as Appended to the Scope of Work

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Exhibit 5.1 Texas Registries Annual Maintenance Agreement as Appended to the Scope of Work

CONDUENT SOFTWARE ANNUAL MAINTENANCE SERVICES AGREEMENT

This Annual Maintenance Services Agreement ("Agreement") is entered into by and between **Conduent Public Health Solutions, Inc**. having offices at 12410 Milestone Center Drive, Germantown, MD 20876 ("**Conduent**"), and the **Texas Department of Health and Human Services**, with offices at 4900 N. Lamar Blvd, Austin, TX 78751 ("**Customer**"), collectively referred to as "**the Parties**."

WHEREAS Conduent and the Customer have entered into a license agreement dated as of the date set out in Schedule A (the "License Agreement") in respect of the core platform software ("Core Software") (as defined in the License Agreement); and
WHEREAS the Customer desires to obtain certain Maintenance Services (as defined below) from Conduent from time to time;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set forth, Conduent and the Customer hereby agree as follows:

1. **MAINTENANCE SERVICES**

   1.1 Conduent will provide the Customer with the following maintenance services (the "Maintenance Services") for the term of this Agreement as set forth in Schedule A:

   1.1.1 **Correction Services:** Upon the Customer notifying Conduent of an error, deficiency, or inconsistency in the Core Software that causes the software not to function optimally in one or more material respects ("Issue") Conduent will use commercially reasonable efforts to correct such Issues or provide a workaround, either as patches or in a release, as determined by Conduent.

   1.1.2 **Maintenance Updates**: Conduent will provide the Customer with updates of the Customer's version of the base, unmodified Software, which may contain enhancements, such as security patches for new threats, as such updates are developed by Conduent from time to time that Conduent makes generally available to all of its similarly situated Customers. The Customer acknowledges that these Maintenance Updates are *updates* to Conduent's base, unmodified software, and to the extent that the Customer's Software has been modified from the base, charges may apply to the *installation* of the Maintenance Update. The Customer may obtain a quote for the installation of Core Software upgrades on an individual project basis or may acquire such services through a Core Software Support Agreement.

   1.1.3 **Enhancements.** From time to time, Conduent develops enhancements that improve existing features of the Core Software, including federal requirements applicable to the Core Software. Conduent will make such Enhancements available to the Customer.

   1.1.4 **Maven User Group**: Customer shall be entitled to membership in the Maven User Group, a group comprised of other Maven users and led by Conduent that meets regularly for training and discussion.

Conduent –Texas Registries Annual Maintenance Agreement (Maven).9.25.18.1330

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1.1.5 **De-supported.** This level of Maintenance Services is for a licensed version of the Software that is no longer routinely supported by Conduent. Maintenance Services will be provided on a strict time and materials basis at Conduent's then-current rates, conditional on Conduent having the resources available to support the Software. Conduent reserves the right to determine when the Software will be moved from supported to de-supported status.

1.2 Exclusions

1.2.2 Maintenance Services do not include: (i) making modifications or otherwise customizing the Software for the Customer, including any modifications required to accommodate legislative or other updates in the Customer's modified Software; (ii) Software installation, implementation and post-implementation support; (iii) support for third party software and hardware; (iv) training; (v) data conversion; (vi) development or customization of data and application interfaces; (vii) hosting and other information technology services; (viii) consulting services; (ix) acceptance testing of the legislative releases, and new releases and updates; and (x) the Software Support Services set forth in Sections 2 and 3 of this Agreement.

1.2.3 Conduent shall have no duty to provide Maintenance Services as result of: (i) problems due to Customer operator error, accident, or misuse of the Software; (ii) modifications to the Software not provided or authorized by Conduent; (iii) hardware, network, or other communications problems or changes to the Customer's operating systems, configuration, or architecture; (vi) the Customer's failure to follow the procedures set forth in the Software documentation; (v) failure to implement releases, updates and corrections provided by Conduent; or (vi) problems attributable to third party software and hardware.

1.2.4 To the extent reasonably required by Conduent to perform the Maintenance Services, the Customer will make available all equipment, software, work space, facilities, and personnel, and make all required management decisions, approvals, and acceptances on a timely basis. The Customer will also ensure that those of its personnel who are assigned to assist Conduent are familiar with the Customer's requirements and have the expertise and capabilities necessary to permit Conduent to provide the Maintenance Services. Without limiting the foregoing, the Customer will sublicense or otherwise obtain any consents required for Conduent to use the Customer's proprietary or third party software as necessary to provide the Maintenance Services, provided Conduent complies with the terms of any third party license terms and conditions provided in writing to Conduent.

1.2.5 Conduent shall not be liable for any loss, damage, or inconvenience suffered by the Customer or by any third person arising out of Conduent's inability to perform the Maintenance Services due to failure of the Customer to comply with Section 1.2.3, including to provide all necessary data, information and consents when required by Conduent, or by reason of any deficiencies in the Customer data and information.

2. CUSTOMER DATA

2.1 Customer shall not at any time by any means in any form for any reason intentionally send Customer Data of any kind to Conduent or expose Customer Data to Conduent. In any scenario

Exhibit 5.1 Texas Registries Annual Maintenance Agreement as Appended to the Scope of Work

under which Customer requires Conduent to assist with the running of Core Software, Customer shall use "dummy" data with no correlation to actual Customer Data.

2.2 Customer acknowledges and agrees that Customer shall be solely responsible for ensuring Customer's compliance with any applicable data and privacy protection laws, codes of practice, or other legal obligations associated with the collection, use, and disclosure of Customer Data and other personal information.

2.3 To the extent any Customer Data is inadvertently provided to Conduent, it will be handled in accordance with the Contract under which services are being provided.

3. DELIVERY

Unless otherwise specified in Schedule A, Conduent shall deliver to the Customer one copy of the executable version of the base, unmodified Core Software with all associated files, including the Documentation in electronic form, within thirty (30) days of the Effective Date.

4. PAYMENT

4.1 The Customer shall pay to Conduent the maintenance fee forth Schedule A ("**Maintenance Fee**") on the terms set forth in Schedule A. If the Customer's use of the Core Software exceeds any limitations in this Agreement, including those set forth in Schedule A, in addition to and without limiting Conduent's remedies available at law or in equity, the Customer shall pay Conduent additional license fees in accordance with Conduent's then-prevailing applicable license pricing policy.

4.2 In order to be entitled to upgrades, a Customer must have a history of unbroken Maintenance coverage dating from the original date of grant of license (Base License # TXBD - 1460564587623 dated February 8, 2011). In the event that there is a lapse in such coverage, the Customer must, before being entitled to receive any upgrades, first (a) enter into a License Agreement and (b) pay for all prior uncovered periods.

4.3 Any taxes on sales, goods or services, value-added, or any other tax that may be payable in connection with this Agreement (other than taxes based on the income of Conduent) and any financial transaction fees relating to any payments made by Customer to Conduent, shall be the sole and exclusive responsibility of the Customer.

4.4 All amounts owing pursuant to this Agreement shall be paid in accordance with Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code).

4.5 All amounts payable under this Agreement shall be paid in the currency set forth in Schedule A.

5. TERM AND TERMINATION

5.1 This Agreement shall become effective as of the "Effective Date" set forth on Schedule A.

5.2 If Customer materially breaches a term of this Agreement, Conduent may, at its option, terminate this Agreement provided the Customer is given written notice and fails to cure such breach within thirty (30) days. The phrase "materially breaches" in this subsection shall include, in respect of the

Exhibit 5.1 Texas Registries Annual Maintenance Agreement as Appended to the Scope of Work

Customer, any one of the following events: (i) if the Customer fails to pay any amount to Conduent when due; (ii) if the Customer is in breach of the license restrictions or confidentiality obligations set out in this Agreement; or (iii) if the Customer becomes insolvent, or makes an assignment for the general benefit of its creditors, or any proceedings are commenced by or against the Customer under any bankruptcy or insolvency laws, or proceedings for the appointment of a receiver, or receiver-manager or any other official with similar powers for the Customer are commenced, or if the Customer ceases to carry on business in the normal course.

6. WARRANTIES

6.1 Conduent warrants that it has full power and authority to grant the rights herein granted without the consent of any other person and that the Core Software does not infringe any copyright of any third party.

6.1.1 If the Software becomes, or in either party's reasonable opinion is likely to become, the subject of any claim, suit, or proceeding arising from or alleging infringement of any intellectual property right, or in the event of any adjudication that the Software infringes on any such right, Conduent, at its own expense, will promptly take the following actions: (i) secure for Customer the right to continue using the Core Software, or, if that effort fails; (ii) replace or modify the Core Software to make it non-infringing, provided that such modification or replacement will not materially degrade the operation or performance of the Core Software.

6.1.2 Conduent shall defend at its expense any action brought against the Customer to the extent that it is based on a claim that the Software infringes any copyright, and Conduent shall pay all costs and damages awarded by a court of competent jurisdiction against the Customer as a result of such claim, provided that the Customer notifies Conduent promptly of such claim in writing, gives Conduent sole control over the defense or settlement of such claim, and provides all information and assistance reasonably requested by Conduent.

6.2 Conduent warrants that the Core Software does not contain any back-door, time-bomb, or other routine designed to disable the Core Software without the Customer's knowledge and consent, and to Conduent's knowledge the Core Software and the media on which it is delivered contain no computer viruses.

6.3 THE WARRANTIES CONTAINED ABOVE ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF MERCHANTABLE QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. CONDUENT DOES NOT REPRESENT OR WARRANT THAT: (I) THE SOFTWARE SHALL MEET THE CUSTOMER'S BUSINESS REQUIREMENTS, (II) THE OPERATION OF THE SOFTWARE SHALL BE ERROR-FREE, UNINTERRUPTED, OR OPERATE IN ALL COMBINATIONS SELECTED FOR USE BY THE CUSTOMER, OR (III) THAT ALL PROGRAMMING ERRORS IN THE SOFTWARE CAN BE CORRECTED.

6.4 Unless indicated other in Schedule A, no additional warranties shall apply.

Exhibit 5.1 Texas Registries Annual Maintenance Agreement as Appended to the Scope of Work

7. LIMITATION OF LIABILITY

7.1 THE LIABILITY OF EITHER PARTY, REGARDLESS OF FORM OF ACTION, WHETHER BASED ON CONTRACT OR TORT, INCLUDING NEGLIGENCE OR OTHERWISE, SHALL BE LIMITED TO DIRECT, PROVABLE DAMAGES IN AN AMOUNT NOT TO EXCEED THE MAXIMUM SET FORTH IN SCHEDULE A.

7.2 Under no circumstances will Conduent be liable for any damages caused by Customer's failure to perform its obligations under this Agreement.

7.3 Customer shall be solely liable for any claims based on its use of and/or modifications of the Core Software in violation of the terms of this Agreement, including any damages caused by the Customer's failure to perform its responsibilities under this Agreement. Customer shall indemnify and hold Conduent harmless from any cause of action brought by any party against Conduent resulting from the Customer's use of Core Software contrary to the terms of this Agreement.

7.4 No action, regardless of form, arising out of this Agreement may be brought by either party more than one year after the cause of action has arisen and was known or ought to have been known by the party desiring to commence the action.

8. TRADEMARKS AND PUBLICITY

8.1 Except as reasonably necessary in order to carry out a Party's obligations under this Agreement, neither Party shall use the trademarks, trade names, service marks, or other marks of the other Party in publicity releases or advertising or in any other manner including marketing and customer lists, without the prior written consent of the other Party. Notwithstanding the foregoing, Conduent may use the Customer's name on any Conduent customer list without the consent of the Customer.

8.2 To the extent that the Customer uses the Core Software to host a website under the Customer's own brand or makes any similar usage of the Core Software ("**Customer Website**"), the Customer shall: (i) prominently display the Conduent trademark at the bottom of the home page of the Customer Website, together with the statement "Powered by software from Conduent Public Health Solutions, Inc."; and (ii) include in its copyright notice on the Customer Website the statements "Powered by software from Conduent Public Health Solutions, Inc." and "All copyright and other intellectual property rights in the software that powers this website is owned by Conduent Public Health Solutions, Inc.".

8.3 Customer agrees to make its best efforts to ensure that reference is made to Conduent in any communication or publication related to the use of the Core Software or Documentation.

9. COMPLIANCE WITH LAW

Each party agrees to comply, at its own expense, with all applicable federal, state, and local laws, rules, regulations, orders, and ordinances relating to the export of technical data, insofar as they relate to activities allowed or to be performed under this Agreement.

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

Exhibit 5.1 Texas Registries Annual Maintenance Agreement as Appended to the Scope of Work

10. GOVERNING LAW AND VENUE

The governing law and jurisdictional venue for this Agreement shall be as set forth in Schedule A.

11. CONFIDENTIALITY

11.1 The Parties acknowledge that the Customer may come into contact with items that consist of or contain confidential or proprietary data or information (collectively "**Conduent Confidential Information**"), the disclosure of which to or use by third parties would be damaging to Conduent. Such items include, without limitation, the following: the Core Software, Documentation, knowledge of Conduent's product and services pricing, application development plans, techniques and proprietary know-how, whether in tangible or intangible form and whether or not marked as "confidential," that may be obtained from any source as a result of or in connection with this Agreement, as well as all such other information designated by Conduent as confidential which has or shall come into possession or knowledge of Customer in connection with this Agreement or the performance hereof (or any other agreement between the parties hereto). Except as permitted in this Agreement, the Customer shall not use, disclose, or distribute to any person, firm, or entity any Conduent Confidential Information, and neither the Customer nor its officers, directors, employees, consultants, representatives, or agents shall make known, divulge, or communicate any Conduent Confidential Information to any person, firm, or enterprise.

11.2 As used in this Agreement, the term "Conduent Confidential Information" shall not include any information which the receiving party can demonstrate (i) is in the public domain through no fault or breach of confidentiality by such receiving party, (ii) has been provided by the disclosing party to others without a requirement of confidentiality (except for any disclosure made by it in response to any governmental directive or order of any court), (iii) was known by the receiving party prior to its disclosure by the disclosing party and was not obtained in such circumstances subject to a requirement of confidentiality, (iv) was received lawfully from a third party without an obligation of confidentiality, (v) was developed independently and without the use of any Conduent Confidential Information exchanged pursuant to this Agreement, or (vi) is required to be disclosed by the receiving party by law or pursuant to an order of any court or administrative body; provided, that the receiving party (A) shall provide the disclosing party with prompt notice of such request or order, including copies of subpoenas or orders requesting such Conduent Confidential Information, (B) shall cooperate reasonably with the disclosing party in resisting the disclosure of such Conduent Confidential Information via a protective order or other appropriate legal action, and (C) shall not make disclosure pursuant thereto until the disclosing party has had a reasonable opportunity to resist such disclosure, unless the receiving party is ordered otherwise.

11.3 Customer shall promptly notify Conduent if Customer learns of an unauthorized disclosure or release of Conduent Confidential Information by any person obtaining such Conduent Confidential Information from or through the Customer, and shall reasonably assist Conduent in any action taken against the person(s) responsible for such unauthorized release.

11.4 Customer's disclosure of Conduent's confidential information pursuant to applicable law, shall not be a breach of this Agreement.

11.5 Customer acknowledges and agrees that any unauthorized disclosure by it of any Conduent Confidential Information may cause irreparable damage to Conduent and that, in addition to other

Conduent –Texas Registries Annual Maintenance Agreement (Maven).9.25.18.1330

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

Exhibit 5.1 Texas Registries Annual Maintenance Agreement as Appended to the Scope of Work

remedies available at law or in equity, Conduent shall be entitled to seek temporary or permanent injunctive relief to prevent or remedy any breach of this Section.

11.6 In addition to the other confidentiality obligations hereunder, the Customer agrees with respect to the Core Software received by the Customer: (i) that the Core Software constitutes extremely valuable trade secrets and other intellectual property and confidential information of Conduent; (ii) that unauthorized disclosure or use of the Core Software shall cause Conduent significant damage and harm; (iii) to neither remove nor permit the removal of the Core Software from the premises of the Customer set out in Schedule A; (iv) to have appropriate security features implemented on the hardware on which the Core Software resides to ensure that it is not misappropriated by or disclosed to unauthorized persons; (v) to maintain such hardware in a secure environment; and (vi) to take all measures necessary to ensure that the Customer employees and Authorized Agents who have access to the Core Software: (A) do not disclose it to third parties; and (B) use it only on behalf of the Customer for the purposes authorized under this Agreement. The Customer shall keep a list of all the Customer employees and Authorized Agents who have had access to the Core Software.

11.7 Conduent shall be entitled to inspect the premises of the Customer on 24 hours' notice in order to audit compliance with the obligations set out in this Agreement.

12. RELATIONSHIP OF PARTIES

Each party acknowledges that, under this Agreement or otherwise, it is not an employee, agent, partner, joint venture, or legal representative of the other party and neither party shall hold itself out as being any of the foregoing. Each party agrees that it has no authority to bind the other party in any way.

13. DELAYS

Dates by which either party is required to render performance under this Agreement or otherwise, other than payment obligations, shall be postponed automatically to the extent and for the period of time that the party is prevented from meeting them by reason of any causes beyond its reasonable control.

14. NOTICES

Any notice required or permitted to be given under this Agreement or otherwise shall be in writing and shall be deemed duly given as follows: upon delivery, if delivered personally by hand or by facsimile; or five (5) business days after mailing, if sent by registered mail. Such notices shall be given to Conduent at the address given noted herein. Notices to the Customer shall be given to the address or facsimile, and to the attention of the contact person for delivery of notices, set out in Schedule A.

15. SEVERABILITY

If any part, term, or provision of this Agreement is declared unlawful or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Exhibit 5.1 Texas Registries Annual Maintenance Agreement as Appended to the Scope of Work

16. ALL AMENDMENTS IN WRITING

No amendment, modification, or supplement to any provision to this Agreement shall be valid or effective unless it is in writing and signed by duly authorized representatives of Conduent and the Customer.

17. DISPUTE RESOLUTION

Resolution of all disputes shall be carried out as set forth in Schedule A.

18. SURVIVAL

It is agreed that the provisions of Sections 4.3 (Taxes), 5 (Term and Termination), 7 (Limitation on Liability), 8 (Trademarks and Publicity), 11 (Confidentiality), 15 (Severability), and this Section 18, and any provisions required to give effect thereto shall remain in full force and effect after the termination of this Agreement until such time as the parties may mutually agree to the release of the obligations contained therein.

19. SCHEDULES; ENTIRE AGREEMENT

Schedule A, attached hereto, as may be entered into from time to time during the term of this Agreement, forms an integral part of this Agreement and, unless expressly stated otherwise in the applicable schedule, is subject to the terms and conditions of this Agreement. This Agreement and Schedule A constitute the entire Agreement between Conduent and the Customer regarding the subject matter hereof (regardless of whether or not the Parties have also entered into or will enter into other Agreements regarding other related matters, such as Maintenance and Support Agreements), and supersede all communications, oral or written, between the parties on this subject. In the event of a conflict or inconsistency between this Agreement and Schedule A, the provisions of Schedule A shall prevail over the provisions of this Agreement, but only to the extent of the conflict of inconsistency.

Exhibit 5.1 Texas Registries Annual Maintenance Agreement as Appended to the Scope of Work

IN WITNESS WHEREOF, and in acknowledgment that each party hereto has read and understood each and every provision hereof, and agrees to be bound by its terms and conditions, the parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) written below.

Conduent Public Health Solutions, Inc.   **Texas Department of Health and Human Services**

_____   _____
SIGNATURE   SIGNATURE

_____   _____
PRINTED NAME   PRINTED NAME

_____   _____
TITLE   TITLE

_____   _____
DATE   DATE

Conduent –Texas Registries Annual Maintenance Agreement (Maven).9.25.18.1330

Exhibit 5.1 Texas Registries Annual Maintenance Agreement as Appended to the Scope of Work

Schedule A-1
TRAUMA REGISTRY MAINTENANCE SERVICES AGREEMENT PARTICULARS

1. **License Number:** TXTRIS - 1472674279043

2. **Effective Date:** upon the date of full execution

3. **End Dates:** End date of the Contract

4. **Customer Name and Physical Address:**

    Health and Human Services Commission
    4900 N. Lamar Blvd
    Austin, TX 78751

5. **Customer Contact Person for Delivery of Notices:**

    Health and Human Services Commission
    4900 N. Lamar Blvd
    Austin, TX 78751
    Attention: Jermaine Anderson (Contract Manager)

    With a copy to:
    Health and Human Services Commission 4900 N. Lamar Blvd
    Austin, TX 78751
    Attention: Chief Counsel

6. **Software Being Maintained:** Maven

7. **Maintenance Fee:** 20% of the Software License Fee to be paid on an annual basis or $50,000.00 per Registry to be paid on an annual basis, whichever is greater.

8. **Currency:** U.S. dollar

9. **Applicable Law:**

    9.1. This Agreement shall be governed by the laws of the State of Texas and the laws of the United States applicable therein, without reference to its conflicts of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any Software, Updates or other items or information licensed or provided to Customer hereunder.

    9.2. The parties hereby submit to the exclusive jurisdiction of the courts located in the State of Texas with respect to any disagreement arising from or related to this Agreement except that Conduent may bring an action to protect its proprietary rights in any jurisdiction where the unauthorised use or disclosure of such proprietary rights is threatened or occurring. The Customer agrees not to bring any action or proceeding against Conduent arising out of or related to this Agreement or the

Exhibit 5.1 Texas Registries Annual Maintenance Agreement as Appended to the Scope of Work

Software in any court in any jurisdiction other than the courts located in the State of Texas. Refer to Exhibit 8 HHSC Uniform Terms and Conditions, Section 8.13.

10. Dispute Resolution- Jurisdiction and Procedures

10.1. If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion. Refer to Exhibit 8 HHSC Uniform Terms and Conditions, Section 8.13.

11. Designated Managers with Contact Information for Dispute Resolution: see License Agreement

12. Maximum Liability: see License Agreement

13. Amendments: The terms and conditions of the Agreement are additionally amended as follows:

13.1. The application of Core Software corrections and enhancements to Customer system will be performed under one of our Support Plan Options.

Exhibit 5.1 Texas Registries Annual Maintenance Agreement as Appended to the Scope of Work

Schedule A-2
BIRTH DEFECTS REGISTRY MAINTENANCE SERVICES AGREEMENT PARTICULARS

1. **License Number:** TXBD - 1460564587623

2. **Effective Date:** upon the date of full execution

3. **End Dates:** End date of the Contract

4. **Customer Name and Physical Address:**

    Health and Human Services Commission
    4900 N. Lamar Blvd
    Austin, TX 78751

5. **Customer Contact Person for Delivery of Notices:**

    Health and Human Services Commission
    4900 N. Lamar Blvd
    Austin, TX 78751
    Attention: Jermaine Anderson (Contract Manager)

    With a copy to:
    Health and Human Services Commission 4900 N. Lamar Blvd
    Austin, TX 78751
    Attention: Chief Counsel

6. **Software Being Maintained:** Maven

7. **Maintenance Fee:** 20% of the Software License Fee to be paid on an annual basis or $50,000.00 per Registry to be paid on an annual basis, whichever is greater.

8. **Currency:** U.S. dollar

9. **Applicable Law:**

    9.1. This Agreement shall be governed by the laws of the State of Texas and the laws of the United States applicable therein, without reference to its conflicts of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any Software, Updates or other items or information licensed or provided to Customer hereunder.

    9.2. The parties hereby submit to the exclusive jurisdiction of the courts located in the State of Texas with respect to any disagreement arising from or related to this Agreement except that Conduent may bring an action to protect its proprietary rights in any jurisdiction where the unauthorised use or disclosure of such proprietary rights is threatened or occurring. The Customer agrees not to bring any action or proceeding against Conduent arising out of or related to this Agreement or the

Exhibit 5.1 Texas Registries Annual Maintenance Agreement as Appended to the Scope of Work

Software in any court in any jurisdiction other than the courts located in the State of Texas. Refer to Exhibit 8 HHSC Uniform Terms and Conditions, Section 8.13.

10. Dispute Resolution- Jurisdiction and Procedures

10.1. If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion. Refer to Exhibit 8 HHSC Uniform Terms and Conditions, Section 8.13.

11. Designated Managers with Contact Information for Dispute Resolution: see License Agreement

12. Maximum Liability: see License Agreement

13. Amendments: The terms and conditions of the Agreement are additionally amended as follows:

13.1. The application of Core Software corrections and enhancements to Customer system will be performed under one of our Support Plan Options.

Exhibit 5.1 Texas Registries Annual Maintenance Agreement as Appended to the Scope of Work

Schedule A-3
BLOOD LEAD REGISTRY MAINTENANCE SERVICES AGREEMENT PARTICULARS

1. **License Number:** TXLEAD - 1393960374890

2. **Effective Date:** upon the date of full execution

3. **End Dates:** End date of the Contract

4. **Customer Name and Physical Address:**

    Health and Human Services Commission
    4900 N. Lamar Blvd
    Austin, TX 78751

5. **Customer Contact Person for Delivery of Notices:**

    Health and Human Services Commission
    4900 N. Lamar Blvd
    Austin, TX 78751
    Attention: Jermaine Anderson (Contract Manager)

    With a copy to:
    Health and Human Services Commission 4900 N. Lamar Blvd
    Austin, TX 78751
    Attention: Chief Counsel

6. **Software Being Maintained:** Maven

7. **Maintenance Fee:** 20% of the Software License Fee to be paid on an annual basis or $50,000.00 per Registry to be paid on an annual basis, whichever is greater.

8. **Currency:** U.S. dollar

9. **Applicable Law:**

    9.1. This Agreement shall be governed by the laws of the State of Texas and the laws of the United States applicable therein, without reference to its conflicts of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any Software, Updates or other items or information licensed or provided to Customer hereunder.

    9.2. The parties hereby submit to the exclusive jurisdiction of the courts located in the State of Texas with respect to any disagreement arising from or related to this Agreement except that Conduent may bring an action to protect its proprietary rights in any jurisdiction where the unauthorised use or disclosure of such proprietary rights is threatened or occurring. The Customer agrees not to bring any action or proceeding against Conduent arising out of or related to this Agreement or the

Exhibit 5.1 Texas Registries Annual Maintenance Agreement as Appended to the Scope of Work

Software in any court in any jurisdiction other than the courts located in the State of Texas. Refer to Exhibit 8 HHSC Uniform Terms and Conditions, Section 8.13.

10. Dispute Resolution- Jurisdiction and Procedures

10.1. If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion. Refer to Exhibit 8 HHSC Uniform Terms and Conditions, Section 8.13.

11. Designated Managers with Contact Information for Dispute Resolution: see License Agreement

12. Maximum Liability: see License Agreement

13. Amendments: The terms and conditions of the Agreement are additionally amended as follows:

13.1. The application of Core Software corrections and enhancements to Customer system will be performed under one of our Support Plan Options.

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

Exhibit 5.1 Texas Registries Annual Maintenance Agreement as Appended to the Scope of Work

Schedule A-4
HAI REGISTRY MAINTENANCE SERVICES AGREEMENT PARTICULARS

1. **License Number:** TXHAI - 1449870401445

2. **Effective Date:** upon the date of full execution

3. **End Dates:** End date of the Contract

4. **Customer Name and Physical Address:**

   Health and Human Services Commission
   4900 N. Lamar Blvd
   Austin, TX 78751

5. **Customer Contact Person for Delivery of Notices:**

   Health and Human Services Commission
   4900 N. Lamar Blvd
   Austin, TX 78751
   Attention: Jermaine Anderson (Contract Manager)

   With a copy to:
   Health and Human Services Commission 4900 N. Lamar Blvd
   Austin, TX 78751
   Attention: Chief Counsel

6. **Software Being Maintained:** Maven

7. **Maintenance Fee:** 20% of the Software License Fee to be paid on an annual basis or $50,000.00 per Registry to be paid on an annual basis, whichever is greater.

8. **Currency:** U.S. dollar

9. **Applicable Law:**

   9.1. This Agreement shall be governed by the laws of the State of Texas and the laws of the United States applicable therein, without reference to its conflicts of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any Software, Updates or other items or information licensed or provided to Customer hereunder.

   9.2. The parties hereby submit to the exclusive jurisdiction of the courts located in the State of Texas with respect to any disagreement arising from or related to this Agreement except that Conduent may bring an action to protect its proprietary rights in any jurisdiction where the unauthorised use or disclosure of such proprietary rights is threatened or occurring. The Customer agrees not to bring any action or proceeding against Conduent arising out of or related to this Agreement or the

Exhibit 5.1 Texas Registries Annual Maintenance Agreement as Appended to the Scope of Work

Software in any court in any jurisdiction other than the courts located in the State of Texas. Refer to Exhibit 8 HHSC Uniform Terms and Conditions, Section 8.13.

10. Dispute Resolution- Jurisdiction and Procedures

10.1. If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion. Refer to Exhibit 8 HHSC Uniform Terms and Conditions, Section 8.13.

11. Designated Managers with Contact Information for Dispute Resolution: see License Agreement

12. Maximum Liability: see License Agreement

13. Amendments: The terms and conditions of the Agreement are additionally amended as follows:

13.1. The application of Core Software corrections and enhancements to Customer system will be performed under one of our Support Plan Options.

Exhibit 5.1 Texas Registries Annual Maintenance Agreement as Appended to the Scope of Work

Schedule A-5

TB HIV STD REGISTRY MAINTENANCE SERVICES AGREEMENT PARTICULARS

1. **License Number:** TXEDSS - 1448988544201

2. **Effective Date:** upon the date of full execution

3. **End Dates:** End date of the Contract

4. **Customer Name and Physical Address:**

    Health and Human Services Commission
    4900 N. Lamar Blvd
    Austin, TX 78751

5. **Customer Contact Person for Delivery of Notices:**

    Health and Human Services Commission
    4900 N. Lamar Blvd
    Austin, TX 78751
    Attention: Jermaine Anderson (Contract Manager)

    With a copy to:
    Health and Human Services Commission 4900 N. Lamar Blvd
    Austin, TX 78751
    Attention: Chief Counsel

6. **Software Being Maintained:** Maven

7. **Maintenance Fee:** 20% of the Software License Fee to be paid on an annual basis or $50,000.00 per Registry to be paid on an annual basis, whichever is greater.

8. **Currency:** U.S. dollar

9. **Applicable Law:**

    9.1. This Agreement shall be governed by the laws of the State of Texas and the laws of the United States applicable therein, without reference to its conflicts of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any Software, Updates or other items or information licensed or provided to Customer hereunder.

    9.2. The parties hereby submit to the exclusive jurisdiction of the courts located in the State of Texas with respect to any disagreement arising from or related to this Agreement except that Conduent may bring an action to protect its proprietary rights in any jurisdiction where the unauthorised use or disclosure of such proprietary rights is threatened or occurring. The Customer agrees not to bring

Exhibit 5.1 Texas Registries Annual Maintenance Agreement as Appended to the Scope of Work

any action or proceeding against Conduent arising out of or related to this Agreement or the Software in any court in any jurisdiction other than the courts located in the State of Texas. Refer to Exhibit 8 HHSC Uniform Terms and Conditions, Section 8.13.

10. Dispute Resolution- Jurisdiction and Procedures

10.1. If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion. Refer to Exhibit 8 HHSC Uniform Terms and Conditions, Section 8.13.

11. Designated Managers with Contact Information for Dispute Resolution: see License Agreement

12. Maximum Liability: see License Agreement

13. Amendments: The terms and conditions of the Agreement are additionally amended as follows:

13.1. The application of Core Software corrections and enhancements to Customer system will be performed under one of our Support Plan Options.

Exhibit 5.2:
Maintenance Service Level Agreement as Appended
V.02

Department of State Health Services (DSHS)
Health Registries

Conduent Maintenance Service Level Agreement as Appended to the Scope of Work

CONDUENT MAINTENANCE SERVICE LEVEL AGREEMENT

This Maintenance Service Level Agreement ("Agreement") is entered into by and between **Conduent Public Health Solutions, Inc**. having offices at 12410 Milestone Center Drive, Germantown, MD 20876 ("**Conduent**"), and the **Texas Department of Health and Human Services**, with offices at 4900 N. Lamar Blvd, Austin, TX 78751 ("**Customer**"), collectively referred to as "**the Parties**."

WHEREAS the Customer desires to obtain certain Maintenance Service Level Agreement Services (as defined below) from Conduent from time to time;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set forth, Conduent and the Customer hereby agree as follows:

MAINTENANCE SERVICE LEVEL AGREEMENT SERVICES

For the period of this Agreement, Conduent will provide the Customer with the following Maintenance Service Level Agreement services (the "Maintenance Service Level Agreement Services") through the Support Plan Option selections indicated in Schedule A:

1.1 Technical Services include the following: answering questions related to the Core Software, Overlay Software, or Documentation; post-implementation support; technical troubleshooting; configuration management; and application of any Core Software corrections and enhancements to Customer system.

1.2 Hours: The Customer may utilize the hours of support purchased under the selected support plan ("Support Plan") for any Maven Maintenance Service Level Agreement Services offered by Conduent.

1.3 Procedures

    1.3.1 Submitting Requests: Customer shall contact Conduent with any request through the Maven Issue Ticketing System ("MITS") at any time. Conduent will respond to all customer issues through MITS in accordance with the response time target indicated in the Customer's Support Option.

    1.3.2 Venue of support:

        1.3.2.1 Provided that the Customer has the necessary technology required, Conduent will, if requested by the Customer, provide assistance via remote access to the Customer's network to provide assistance to the Customer's personnel, to view reported problems with the Core Software and overlay software, and, if possible, to provide patches, fixes, and/or workaround solutions for Issues, subject to the Customer Data restrictions of Exhibit 6 Special Conditions Section 15.03. Conduent will comply with the Customer's network and electronic security protocols as such are provided to Conduent in writing.

    1.3.3. Conduent will provide on-site support at the Austin location as necessary.

TEXAS
Health and Human Services

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

Conduent Maintenance Service Level Agreement as Appended to the Scope of Work

1.3.2.2 MAINTENANCE SUPPORT PLANS

Customers with multiple Maven solutions are not permitted to share benefits (Monthly support hours, calls and response times etc.) between Registries.

Maintenance SLA Matrix				
Features	**Bronze**	**Silver**	**Gold (1,2,3)**	**Platinum**
Telephone/Remote Access Support with a Client Service Representative:	• 1 hour bi-monthly call (6 times per year) to review open tickets • Access to web based ticketing system. (2 named users)	• 1 hour monthly call to review open tickets • After hours emergency contact number for Severity 1 issues. • Access to web based ticketing system. (2 named users)	• 1 hour monthly call to review open tickets • After hours emergency contact phone number for Severity 1 issues. • 1 hour monthly conference call with a Client Service Representative and Maven Technical Representative • Access to web based ticketing system. (2 named users)	• 1 hour monthly call to review open tickets • After hours emergency contact phone number for Severity 1 issues. • 2 hour monthly conference call with a Client Service Representative and Maven Technical Representative • Access to web based ticketing system. (4 named users)
Named Users for MITS Licenses:	HHCS IT Application Development 2 Licenses	HHCS IT Application Development 2 Licenses	HHCS IT Application Development 2 Licenses	HHCS IT Application Development 4 Licenses
Contract Manager MITS License:	1 License			
Feature Request Database Access	Access to the Feature Request Database for submission of new requests	Access to the Feature Request Database for submission of new requests	Access to the Feature Request Database for submission of new requests	Access to the Feature Request Database for submission of new requests
Configuration Management	Access to the electronic version control system	Access to the electronic version control system	Access to the electronic version control system	Access to the electronic version control system

Conduent Maintenance Service Level Agreement as Appended to the Scope of Work

Maintenance SLA Matrix				
Features	**Bronze**	**Silver**	**Gold (1,2,3)**	**Platinum**
Access to Maven Documentation Repository	Yes	Yes	Yes	Yes
Included Support Hours for • Troubleshooting • Analysis/Triage of tickets • Overlay modifications • Documentation • Testing • Bug Fixes	10 hours	30 hours	Gold 1 - 60 hours - KPM006 **not applicable**. Gold 2 - 35 hours - KPM006 **applicable**. Gold 3 - 60 hours - KPM006 **applicable**.	120 hours
Customer Changes Build Support	N/A	Building of customer changes into a package for deployment into the customer environment. Limited to once per month	Building of customer changes into a package for deployment into the customer environment. Limited to once per month	Building of customer changes into a package for deployment into the customer environment. Limited to once per month
Software Release	N/A	N/A	1 minor software release per year (for example 6.1.1 to 6.1.2). Additional software updates can be provided using support hours.	Application of 1 Major Software Release build which includes Core Software and Overlay deployed into production by Conduent from time to time (for example 6.1 to 6.2). Additional software updates can be provided using support hours.
Enhanced Support Response /	Access to the Maven support team for technical troubleshooting through web-based ticket submission (2 named users). Tickets are responded to via the web-based ticketing system within 30 days	Access to the Maven support team for technical troubleshooting through web-based ticket submission (2 named users). Tickets are responded to via the web-based ticketing system within the specified	Access to the Maven support team for technical troubleshooting through web-based ticket submission (2 named users) as well as phone support. Tickets are responded to via the web-based ticketing system within the specified response times. Response times:	Access to the Maven support team for technical troubleshooting through web-based ticket submission (4 named users). Tickets are responded to via the web-based ticketing system within the specified response times. Response times: • Severity 1: 8 business hours • Severity 2: 12 business hours

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Maintenance SLA Matrix				
Features	**Bronze**	**Silver**	**Gold (1,2,3)**	**Platinum**
		response times. Response times: • Severity 1: 7 business days • Severity 2: 10 business days • Severity 3: 15 business days • Severity 4: 30 business days	• Severity 1: 3 business days • Severity 2: 6 business days • Severity 3: 12 business days • Severity 4: 20 business days	• Severity 3: 2 business days • Severity 4: 5 business days
Enhanced Support Resolution	• Issue Resolution is based on the proposed resolution timeline as agreed to from the enhance report response. • To expedite the resolution in the mutually agreed upon timeline, additional support hours and resources may be added at the request of DSHS using the Texas DIR NTE rate schedule and DIR Role category. Contractor will provide additional resources upon DSHS request. All hours (accrued or purchased) expire at	• Issue Resolution is based on the proposed resolution timeline as agreed to from the enhance report response. • To expedite the resolution in the mutually agreed upon timeline, additional support hours and resources may be added at the request of DSHS using the Texas DIR NTE rate schedule and DIR Role category. Contractor will provide additional resources upon DSHS request. All hours (accrued or purchased) expire at	• Issue Resolution is based on the proposed resolution timeline as agreed to from the enhance report response. • To expedite the resolution in the mutually agreed upon timeline, additional support hours and resources may be added at the request of DSHS using the Texas DIR NTE rate schedule and DIR Role category. Contractor will provide additional resources upon DSHS request. All hours (accrued or purchased) expire at the end of each monthly period.	Issue Resolution is based on the following committed schedule Severity 1 : 24 hours or next business day whichever is longer Severity 2 - 5 business days Severity 3 - 15 business days Severity 4 - 30 business days • To expedite the resolution in the mutually agreed upon timeline, additional support hours and resources may be added at the request of DSHS using the Texas DIR NTE rate schedule and DIR Role category. Contractor will provide additional resources upon DSHS request. All hours (accrued or purchased) expire at the end of each monthly period.

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Maintenance SLA Matrix				
Features	**Bronze**	**Silver**	**Gold (1,2,3)**	**Platinum**
	the end of each monthly period.	the end of each monthly period.		
Monthly Sev2 and Sev3 Cap	N/A	N/A	N/A	Severity 2 defects are capped at 4 per month only for Platinum Level Maintenance SLA. System Agency will prioritize the Severity 2 defects as required. Severity 3 defects are capped at 6 per month only for Platinum Level Maintenance SLA. System Agency will prioritize the Severity 3 defects as required.

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NOTES:

Severity 2 defects are capped at 4 per month only for Platinum Level Maintenance SLA. System Agency will prioritize the Severity 2 defects as required.
Severity 3 defects are capped at 6 per month   only for Platinum Level Maintenance SLA. System Agency will prioritize the Severity 3 defects as required.

2. EXLUSIONS

2.1. Maintenance Service Level Agreement Services do not include: (i) making modifications or otherwise customizing the Software for the Customer, including any modifications required to accommodate other updates in the Customer's modified Software; (ii) Software installation; implementation; (iii) support for third party software and hardware; (iv) training; (v) data conversion; (vi) development or customization of data and application interfaces; (vii) hosting and other information technology services; (viii) consulting services; (ix) acceptance testing of new releases and updates; and (x) the Maintenance Service Level Agreement Services set forth in Sections 2 and 3 of this Agreement.

2.2. To the extent reasonably required by Conduent to perform the Maintenance Service Level Agreement Services, the Customer will make available all personnel, and make all required management decisions, approvals and acceptances, on a timely basis. The Customer will also ensure that those of its personnel who are assigned to assist Conduent are familiar with the Customer's requirements and have the expertise and capabilities necessary to permit Conduent to provide the Maintenance Service Level Agreement Services. Without limiting the foregoing, the Customer will sublicense or otherwise obtain any consents required for Conduent to use the Customer's proprietary or third party software as necessary to provide the Maintenance Services, provided Conduent complies with the terms of any third party license terms and conditions provided in writing to Conduent.

2.3. Conduent shall not be liable for any loss, damage, or inconvenience suffered by the Customer or by any third person arising out of Conduent's inability to perform the Maintenance Service Level Agreement Services due to failure of the Customer to comply with Section 2.2 above including to provide all necessary data, information and consents when required by Conduent, or by reason of any deficiencies in the Customer data and information.

3. CUSTOMER OPERATIONAL RESPONSIBILITIES

3.1. To the extent reasonably required by Conduent to perform the Maintenance Service Level Agreement Services, the Customer will make available all equipment, information, work space, facilities, and personnel, and make all required management decisions, approvals and acceptances, on a timely basis. The Customer will also ensure that those of its personnel who are assigned to assist Conduent are familiar with the Customer's requirements and have the expertise and capabilities necessary to permit Conduent to provide the Maintenance Service Level Agreement Services. Without limiting the foregoing, the Customer will sublicense or otherwise obtain any consents required for Conduent to use the Customer's proprietary or third party software as necessary to provide the Maintenance Service Level Agreement Services,

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provided Conduent complies with the terms of any third party license terms and conditions provided in writing to Conduent.

4. PAYMENT

4.1. During the Initial Term and any Renewal Term, the Customer shall pay to Conduent the Maintenance Service Level Agreement Services fee as set out in Schedule A ("Support Fee"), payable on the terms set out in Schedule A.

4.2. Any taxes on sales, goods or services, value-added, or any other tax that may be payable in connection with this Agreement (other than taxes based on the income of Conduent) and any financial transaction fees relating to any payments made by Customer to Conduent, shall be the sole and exclusive responsibility of the Customer.

4.3. Unless otherwise indicated herein all amounts owing pursuant to this Agreement shall be paid in accordance with Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code).

4.4. All amounts payable under this Agreement shall be paid in the currency set forth in Schedule A.

5. TERM AND TERMINATION

5.1. This Agreement shall become effective as of the "Effective Date" set forth on Schedule A.

5.2. Customer may terminate this Agreement upon sixty (60) days prior written notice to Conduent. All costs will be prorated and credited back to System Agency at the time of disengagement of any Registry.

5.3. If Customer materially breaches a term of this Agreement, Conduent may, at its option, terminate this Agreement provided the Customer is given written notice and fails to cure such breach within thirty (30) days. The phrase "materially breaches" in this subsection shall include, in respect of the Customer, any one of the following events: (i) if the Customer fails to pay any amount to Conduent when due; (ii) if the Customer is in breach of the license restrictions or confidentiality obligations set out in this Agreement; or (iii) if the Customer becomes insolvent, or makes an assignment for the general benefit of its creditors, or any proceedings are commenced by or against the Customer under any bankruptcy or insolvency laws, or proceedings for the appointment of a receiver, or receiver-manager or any other official with similar powers for the Customer are commenced, or if the Customer ceases to carry on business in the normal course.

5.4. Conduent may terminate this Agreement immediately if it reasonably comes to believe that any of the Base Software or Documentation licensed under this Agreement infringes an intellectual property right of any third party.

5.5. The Maven Product license shall survive the termination of any related service agreement. The Customer shall retain the Agreement as described in contract 573-00-10-733388A, under which

Conduent Maintenance Service Level Agreement as Appended to the Scope of Work

the System Agency originally purchased the use of the Maven licenses until December 31st, 2030. System

6. **ALL AMENDMENTS IN WRITING**

   6.1. No amendment, modification, or supplement to any provision to this Agreement shall be valid or effective unless it is in writing and signed by duly authorized representatives of Conduent and the Customer.

Conduent Maintenance Service Level Agreement as Appended to the Scope of Work

Schedule A-1

TRAUMA MAINTENANCE SERVICE LEVEL AGREEMENT

1. **License Number:** TXTRIS - 1472674279043

2. Maven license description is TXTRIS which is currently called the EMS-Trauma Registry

3. **Effective Date of This Agreement: Date on which the** Contract HHS000116600001 takes effect.

4. **End date:** End date of the Contract

5. **Customer Name and Address:**
   Health and Human Services Commission
   4900 N. Lamar Blvd
   Austin, TX 78751

6. **Customer Contact Person:**

   Department of State Health Services
   1100 W. 49th Street
   Austin, TX 78756
   Attention: Jermaine Anderson (Contract Manager)

   With a copy to:

   Health and Human Services Commission
   4900 N. Lamar Blvd
   Austin, TX 78751
   Attention: Chief Counsel

7. **Software:** Maven

8. **Support Plan Option Selection:**

   Trauma Registry (TX TRAUMA):   **GOLD**

Maintenance Service Level Agreement Fee: Customer shall pay Conduent in accordance with the current Pricing Workbook.

9. **Currency:** U.S. dollar

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Schedule A-2

BIRTH DEFECTS REGISTRY MAINTENANCE SERVICE LEVEL AGREEMENT

1. **License Number:** TXBD - 1460564587623

2. Maven license description is TXBD which is currently called the Birth Defect Registry

3. **Effective Date of This Agreement:** Date on which the Contract HHS000116600001 takes effect.

4. **End date:** End date of the Contract

5. **Customer Name and Address:**
   Health and Human Services Commission
   4900 N. Lamar Blvd
   Austin, TX 78751

6. **Customer Contact Person:**

   Department of State Health Services
   1100 W. 49th Street
   Austin, TX 78756
   Attention: Jermaine Anderson (Contract Manager)

With a copy to:

   Health and Human Services Commission
   4900 N. Lamar Blvd
   Austin, TX 78751
   Attention: Chief Counsel

7. **Software:** Maven

8. **Support Plan Option Selection:**

   Birth Defect Registry TXBD):   **BRONZE**

Maintenance Service Level Agreement Fee: Customer shall pay Conduent in accordance with the current Pricing Workbook.

9. **Currency:** U.S. dollar

Conduent Maintenance Service Level Agreement as Appended to the Scope of Work

Schedule A-3

<u>BLOOD LEAD REGISTRY MAINTENANCE SERVICE LEVEL AGREEMENT</u>

1. **License Number:** TXLEAD - 1393960374890

Maven license description is TXLEAD which is currently called the Blood Lead Registry

2. **Effective Date of This Agreement: Date on which the** Contract HHS000116600001 takes effect.

3. **End date:** End date of the Contract

4. **Customer Name and Address:**
    Health and Human Services Commission
    4900 N. Lamar Blvd
    Austin, TX 78751

5. **Customer Contact Person:**

    Department of State Health Services
    1100 W. 49th Street
    Austin, TX 78756
    Attention: Jermaine Anderson (Contract Manager)

With a copy to:

    Health and Human Services Commission
    4900 N. Lamar Blvd
    Austin, TX 78751
    Attention: Chief Counsel

6. **Software:** Maven

7. **Support Plan Option Selection:**

    Blood Lead Registry (TX LEAD):   **BRONZE**

Maintenance Service Level Agreement Fee: Customer shall pay Conduent in accordance with the current Pricing Workbook.

8. **Currency:** U.S. dollar

Conduent Maintenance Service Level Agreement as Appended to the Scope of Work

Schedule A-4

HAI MAINTENANCE SERVICE LEVEL AGREEMENT

1. **License Number:** TXHAI - 1449870401445

Maven license description is TXHAI which is now called the TxHSN Registry

2. **Effective Date of This Agreement: Date on which the** Contract HHS000116600001 takes effect.

3. **End date:** End date of the Contract

4. **Customer Name and Address:**
    Health and Human Services Commission
    4900 N. Lamar Blvd
    Austin, TX 78751

5. **Customer Contact Person:**

    Department of State Health Services
    1100 W. 49th Street
    Austin, TX 78756
    Attention: Jermaine Anderson (Contract Manager)

    With a copy to:

    Health and Human Services Commission
    4900 N. Lamar Blvd
    Austin, TX 78751
    Attention: Chief Counsel

6. **Software:** Maven

7. **Support Plan Option Selection:**

    HAI Registry (TX HAI/HSN):   **BRONZE**

Maintenance Service Level Agreement Fee: Customer shall pay Conduent in accordance with the current Pricing Workbook.

8. **Currency:** U.S. dollar

Conduent Maintenance Service Level Agreement as Appended to the Scope of Work

Schedule A-5

TB_HIV_STD REGISTRY MAINTENANCE SERVICE LEVEL AGREEMENT

1. **License Number:** TXEDSS 1448988544201

2. **Maven license description is TXEDSS which is now called the THISIS Registry**

3. **Effective Date of This Agreement: Date on which the** Contract HHS000116600001 takes effect.

4. **End date:** End date of the Contract

5. **Customer Name and Address:**
   Health and Human Services Commission
   4900 N. Lamar Blvd
   Austin, TX 78751

6. **Customer Contact Person:**

   Department of State Health Services
   1100 W. 49th Street
   Austin, TX 78756
   Attention: Jermaine Anderson (Contract Manager)

   With a copy to:

   Health and Human Services Commission 4900 N. Lamar Blvd
   Austin, TX 78751
   Attention: Chief Counsel

7. **Software:** Maven

8. **Support Plan Option Selection:**

   TB_HIV_STD Registry (TX THISIS):   **PLATINUM**

Maintenance Service Level Agreement Fee: Customer shall pay Conduent in accordance with the current Pricing Workbook.

9. **Currency:** U.S. dollar

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Exhibit 5.3:
Vendor Organizational
Chart as Appended
V.02

Department of State Health Services (DSHS)
Health Registries

**DSHS Health Registry Software Development and Maintenance Services
(HRSD&MS) Contract No. HHS000116600001**

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Commissioner

Exhibit 5.3 Vendor Organizational Chart and Project Personnel as Appended to SOW

Conduent will provide an Organization chart (in a Visio Hierarchal with boxes and roles) for DDI, Special Registry Requests, and Maintenance.

To ensure the continued success of HRSD&MS, we have kept in place an experienced team of professionals, organized with clear lines of authority and accountability for Design Development and Implementation (DDI), Special Registry Requests (SRR) , and Maintenance service levels. Our team is knowledgeable in every aspect of Maven. We will continue to provide DSHS our resources and time to provide both strong business stability and the high standard of excellence we apply to all our projects.

Additional resources at DIR NTE rates may be requested by the State for the Vendor to provide as required.

A brief summary of our proposed project team members roles are provided below in Table 1.

#	Role	Description	DDI	SRR	Maintenance SLAs	DIR NTE Role	DIR NTE Rate
1	Project Manager (PM)	The PM develops the project plan, schedule, assigns resources, manages risk, and conducts reviews with Program staff to ensure project meets cost, schedule, and scope criteria. Coordinates with program counterparts to conduct on-going planning, implementation, and risk management activities throughout the project lifecycle, along with regularly scheduled project status meetings.	√	√		Project Manager Level 2	$125.2
2	Business Analyst(s) (BA)	The BA works directly with customers to help them define the current and to-be business practices, and develops a business model. BA configures the business processes, configurations, and vision as defined by Program staff.	√	√	√	Business Analyst Level 2 , 3	$90.01, $106.02

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Exhibit 5.3 Vendor Organizational Chart and Project Personnel as Appended to SOW

#	Role	Description	DDI	SRR	Maintenance SLAs	DIR NTE Role	DIR NTE Rate
3	Maven Implementation Lead (TDO)	The Technical Development Owner (TDO) uses best software development practices and the Rapid Cycle Time (RCT) methodology to perform technical reviews of project design, implementation, and testing, the TDO oversees the project development team and ensures resolution of development issues, prepares the software release and release notes, and interfaces with program SMEs to ensure design meets specification and user expectations. The TDO on each project is the owner of the quality of the implementation.	√	√	√	Lead Developer Analyst Level 3	$113.53
4	Developer(s)	Developers implement software product design based on deliverable specifications, conduct testing, and interface with program SMEs to ensure implementation is accepted.	√	√	√	Developer Analyst Level 2 or 3	$96.52, $113.53
5	Architect(s)	Architects provide Maven advice and guidance on how to implement functionality within Maven. Provide overall best practices to the BA, TDO, Developer, and PM and validates system designs. The Architect shares expertise and lessons learned with project team to improve collective understanding of implementation challenges.	√	√	√	Architect Level 2	$167.51
6	QA Test Lead	The QA Test Lead establishes metrics, mentors team members and manages testing resources, as well as develops test programs for use with Maven implementations.	√	√	√	Software Test Analyst level 3	$96.43

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Exhibit 5.3 Vendor Organizational Chart and Project Personnel as Appended to SOW

#	Role	Description	DDI	SRR	Maintenance SLAs	DIR NTE Role	DIR NTE Rate
7	QA Tester(s)	The QA Tester(s) are responsible for applying the principles and practices of software quality assurance throughout the software development life cycle. Software testing and build process improvements are the focus for reducing errors and delivery of a quality product to our customers.	√	√	√	Software Test Analyst level 2 or 3	$82.57, $96.43
8	Trainer	Conduent End User Training, Administrator Training, and Train-the- Trainer sessions focus on the Maven system functionality. The trainer established the training environment requirements, system setup, and accessibility to ensure that they are ready for class. Training includes hands on exercises to teach students in these classes how to use Maven for their specific roles.	√	√		Trainer level 2	$100.73
9	Client Service Rep (CSR)	The CSR performs the initial triage on support tickets, escalating the ticket to the appropriate internal support team. The CSR also provides ticket statuses on monthly status calls with the clients.			√	Help Desk 3	$63.58

An Organization chart for DDI and Special Registry Requests efforts, are shown in Figure 1. Since the contract will become effective in the next 4 – 6 months, Conduent will provide names for the Organization Chart 30 days before the Go-Live date.

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Exhibit 5.3 Vendor Organizational Chart and Project Personnel as Appended to SOW

Figure 1. Organizational Chart
(DDI, SRR)
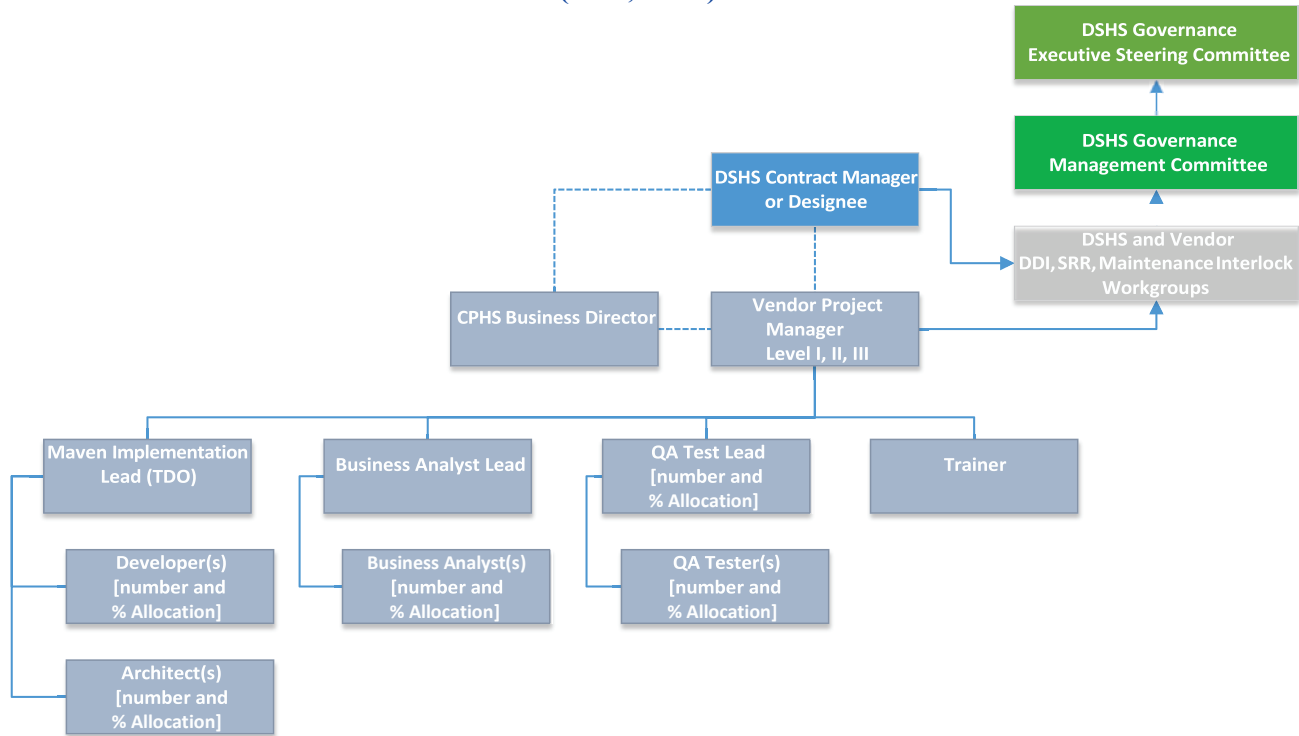
The actual number of resources and percent allocation for the DDI projects will vary based on the individual needs of the projects. The Conduent PM will provide the staffing plan as part of the project plan and schedule which will be shared with the client during the kick off meeting.

An Organization chart for Maintenance Service Levels, are shown in Figure 2.

Since the contract will become effective in the next 4 – 6 months, Conduent will provide names for the Organization Chart 30 days before the Go-Live date.

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Exhibit 5.3 Vendor Organizational Chart and Project Personnel as Appended to SOW

Table 1- Maintenance (Metal SLAs) Matrix

Operational Target Date of 3/1/2019 for all Registries				
	Bronze	**Silver**	**Gold**	**Platinum**
EMS/Trauma			X	
Blood Lead	X			
Birth Defects	X			
TxHSN	X			
THISIS				X
Matrix Staffing Model	1. Fractional resources at 6.25% allocation to cover 10 hours by Registry a. The support hours are based on a shared services staffing model and the actual number of resources will change based on the needs of support. 2. Explanation of % allocation by Registry: The bronze model will have a 6.25% FTE dedicated to cover the 10 support hours. This role could be fulfilled by 1 resource or a combination of resources based on the needs of support. 3. Additional resources at DIR NTE rates may be used as required.	1. Fractional resources at 18.75% allocation to cover 30 hours by Registry a. The support hours are based on a shared services staffing model and the actual number of resources will change based on the needs of support. 2. Explanation of % allocation by Registry: The Silver model will have an 18.75% FTE dedicated to cover the 30 support hours. This role could be fulfilled by 1 resource or a combination of resources based on the needs of support. 3. Additional resources at DIR NTE rates may be used as required.	Gold 1 - 37.5% @ 60 hours Gold 2 - 21.88% @ 35 hours Gold 3 - 37.5% @ 60 hours 1. Fractional resources at the above Gold Levels allocation to cover the respective Gold level hours by Registry a. The support hours are based on a shared services staffing model and the actual number of resources will change based on the needs of support. 2. Explanation of % allocation by Registry: The Gold models above will have their respective percentage FTE dedicated to cover the support hours. This role could be fulfilled by 1 resource or a combination of resources based on the needs of support. 3. Additional resources at DIR NTE rates may be used as required.	1. Fractional resources at 75% allocation to cover 120 hours by Registry a. The support hours are based on a shared services staffing model and the actual number of resources will change based on the needs of support. 2. Explanation of % allocation by Registry: The platinum model will have a 75% FTE dedicated to cover the 120 support hours. This role could be fulfilled by 1 resource or a combination of resources based on the needs of support. 3. Additional resources at DIR NTE rates may be used as required.
Severity 1 Staffing Model	If a Severity 1 issue occurs in a Registry, the Vendor may pull fractional resources, away from working on lower severity items in the same registry, to address the severity 1 issue.			
Customer Service Rep (CSR)	Single point of contact handling all Metal SLA intake (tickets and calls). Also responsible for providing ticket status reporting on request by DSHS.			

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Exhibit 5.3 Vendor Organizational Chart and Project Personnel as Appended to SOW

At the beginning of each contract year, or as needed, the Contract Manager will verify with the Registry lead, whether or not an adjustment to the Maintenance service level of the metal SLA is needed.

NOTE: Gold has been split into three separate levels. See Table 1- Maintenance (Metal SLAs) Matrix:

1. Gold 1 - 60 hours - KPM006 not applicable.

2. Gold 2 - 35 hours - KPM006 applicable.

3. Gold 3 - 60 hours - KPM006 applicable.

Please reference the following documents for more information:

Exhibit 5.2 Conduent Maintenance Service Levels Agreement
Exhibit 4 Pricing Workbook

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Exhibit 5.4:

DSHS Health Registries Deliverables as Appended

V.02

Department of State Health Services (DSHS)
Health Registries

DSHS Health Registry Software Development and Maintenance Services
(HRSD&MS) Contract No. HHS000116600001

Exhibit 5.4 - DSHS Health Registries Deliverables

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Exhibit 5.4 - DSHS Health Registries Deliverables

1 Deliverables Summary

Deliverables will become part of the Contract between the DSHS and the successful Vendor. All deliverables will follow the Deliverables Acceptance Process. Some deliverables will serve as the basis of Vendor payment. **Table 1 - Deliverables Summary**, contains a list of deliverables for each service domain and respective submission time frame.

For Special Registry Requests (SRR) all deliverables, frequency of updates and specific content contained within each deliverable will be mutually agreed upon by the Contract Manager or their designee and the Contractor Project Manager before a SRR kick-off.

Any variation from the acceptance criteria below for a deliverable in a particular project or SRR will be mutually agreed to and documented in the Process Guide.

Table 1: Deliverables Summary

Service Domain	Deliverable	Submission Time Frame
Transition Services (TRA) *If applicable	Transition Project Work Plan	a) Once with the RFO response, and b) Within seven (7) calendar days of the Transition Start Date
	Transition Weekly Status Report	Weekly, no later than one (1) week after Transition Start
	Readiness Assessment Plan	Once, no later than 45 calendar days prior to end of Transition Phase
	Readiness Assessment Results Report	No later than 15 calendar days PRIOR to end of Transition Phase
Design, Development, and Implementation (DDI) Special Registry Request (SRR)	DDI/SRR Status Report	Twice monthly, or as mutually agreed to by DSHS and vendor. No later than one (1) month after the start of Operations. **Artifacts are created for each DDI project or SRR effort, by Registry.**
	DDI/SRR Microsoft Project Plan (MPP)	a) MPP submission (along with the HLE / Change request)

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Exhibit 5.4 - DSHS Health Registries Deliverables

Service Domain	Deliverable	Submission Time Frame
	DDI/SRR Microsoft Project Plan (MPP)	i. Initial high level MPP along with the Change request with start dates, milestones and end dates. ii. Refined MPP no later than two (2) weeks before DDI project or SRR start date for DSHS approval, iii. Detailed MPP four (4) weeks after the DDI project or SRR start date for DSHS approval and monthly updates thereafter for DSHS approval. Artifacts are created for each DDI project or SRR effort, by Registry. **Artifacts are created for each DDI project or SRR effort, by Registry.**
	DDI/SRR Org Chart	a) At least two (2) weeks before the scheduled project or SRR start date for DSHS notification, and updated once for any Contractor personnel changes. b) Artifacts are created for each DDI project or SRR effort, by Registry.
	DDI/SRR User Requirement Document	Prior to commencing development as agreed to by DSHS. **Artifacts are created for each DDI project or SRR effort, by Registry.**
	DDI/SRR Test Plan	No later than three (3) weeks after start date of the DDI project or SRR. Conduent is responsible for a test plan which covers all test phases. **Artifacts are created for each DDI project or SRR effort, by Registry.**

Texas Department of State Health Services

John Hellerstedt, M.D.
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Exhibit 5.4 - DSHS Health Registries Deliverables

Service Domain	Deliverable	Submission Time Frame
Maintenance Services Levels (MSL)	Metal SLA Status Report	Weekly for the Metal SLA hours. Contractor will provide report template for Maintenance Services Subdomain and the System Agency Licensed user will generate the reports as required. **MSL artifacts are created for each Registry.**
Project Management Services (PMS) **One for All Registries**	Project Management Plan (MS Word version) including Risk and Issues	a) After initial submission with the RFO response, two updates a year upon mutually agreed timeframe, are expected to be delivered for review and approval. b) This artifact is a single overarching project management plan covering project/SRR methodologies and approaches for all registries.
	Change Management Plan	a) Once, no later than 30 calendar days after Operations Start. b) After initial approval, an updated version is expected to be delivered twice per year upon mutually agreed timeframe.
Turnover Services (TUR)	Turnover Plan	Six (6) months prior to the end of the Contract Term, which may include any optional renewal periods or within three (3) months of DSHS's request for Contract termination. This assumes operations continue through this phase until contract closeout. **TUR artifacts are created for each Registry.**
	Turnover Results Report	Once at the End of Turnover **TUR artifacts are created for each Registry.**

*If the current Vendor is the same as the incumbent, then the Transition Deliverables do not apply.

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Exhibit 5.4 - DSHS Health Registries Deliverables

The following tables provide detailed descriptions for each deliverable from the summary table.

1.1 Transition Deliverables

Table 2: Transition Project Work Plan

Transition Project Work Plan	
Phase	Transition (When applicable)
Expected Delivery	a) Once with the RFO response to establish the baseline plan, and b) Within seven (7) calendar days of the Transition Start Date.
Frequency	Subsequent submittals will be required for formal approval of changed baseline dates. The Vendor is expected to track actual schedule versus the baseline approved schedule and to maintain the plan updated on at least a weekly basis.
Description	The Transition Work Plan includes: a) A detailed schedule in MS Project for key activities including project tasks, deliverables, and knowledge transfer activities. b) A logical sequence of tasks and deliverables. c) A clear narrative definition of each task and deliverable. d) Staff assignments for each task and deliverable. e) A specific target completion date for each task and deliverable. f) Task and deliverable relationships and dependencies. g) Identification of the critical path for the work plan to allow for the determination of impacts to any schedule slippage. h) The Transition Project Work Plan "actual" schedule is expected to be maintained current on at least a weekly basis. i) Knowledge transfer activities and the assessment activities for readiness of the Vendor to proceed to the next project Phase. j) A narrative of key activities, issues, risks, decisions and action items as well as traceability to related entries.
Acceptance Criteria	The acceptance criteria is defined byall the items described above in the description section of this table. System Agency will review all vendor submissions for completeness. System Agency may request revisions as needed it the submission doesn't meet the outlined acceptance criteria.

Exhibit 5.4 - DSHS Health Registries Deliverables

Table 3: Transition Weekly Status Report

Transition Weekly Status Report	
Phase	Transition (When applicable)
Expected Delivery	First delivery expected within seven (7) calendar days of Transition Start.
Frequency	Weekly during the Transition Phase.
Description	The Transition Weekly Status Report includes: a) Status of work completed against the Transition Project Work Plan. b) Projected completion dates compared to approved baseline key dates. c) Escalated Risks, issues, action items, and all work activities not tracking to the approved schedule. d) Disposition of escalated or critical issues, risks, and delayed work activities e) Important decisions made and pending. f) Actual/projected Transition Project Work Plan dates versus baseline Transition Project Work Plan milestone dates.
Acceptance Criteria	The acceptance criteria is defined by all the items described above in the description section of this table. System Agency will review all vendor submissions for completeness. System Agency may request revisions as needed it the submission doesn't meet the outlined acceptance criteria.

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Exhibit 5.4 - DSHS Health Registries Deliverables

Table 4: Readiness Assessment Plan

Readiness Assessment Plan	
Phase	Transition (When applicable)
Expected Delivery	Submitted for approval no later than 45 calendar days prior to the completion of the Transition Phase.
Frequency	Once
Description	The Readiness Assessment Plan must specify how the Vendor will prepare and test its staff, business practices, and system interfaces for the delivery of services under this RFO prior to the start of the Operations Phase. This plan includes: a) Plan for demonstrating that all staff, business practices (e.g., DDI, SRR, and MSL) and systems interactions are in place, and ready for service delivery. b) Description of how the results of the assessment will be collected, presented, and if problems are identified, how they will be addressed. c) Recommended approaches to resolve any identified problems. d) The proposed readiness result tracking, reporting, and communication strategy. e) The proposed Readiness Assessment schedule, activities, and resource allocation requirements.
Acceptance Criteria	The acceptance criteria is defined by all the items described above in the description section of this table. System Agency will review all vendor submissions for completeness. System Agency may request revisions as needed it the submission doesn't meet the outlined acceptance criteria.

Exhibit 5.4 - DSHS Health Registries Deliverables

Table 5: Readiness Assessment Results Report

Readiness Assessment Results Report	
Phase	Transition (When applicable)
Expected Delivery	Submitted for approval no later than 15 calendar days prior to the completion of the Transition Phase.
Frequency	Once
Description	Document the results of the Readiness Assessment in a Readiness Assessment Report and submit the report to the State for review and approval. The report must identify problems uncovered and how and when the Vendor will address and resolve the problems identified. The readiness assessment results report must include a formal letter to DSHS to acknowledge the planned completion of the Transition Phase and the Vendor's attestation that they are prepared to assume service delivery responsibilities without any conditions.
Acceptance Criteria	The acceptance criteria is defined by all the items described above in the description section of this table. System Agency will review all vendor submissions for completeness. System Agency may request revisions as needed it the submission doesn't meet the outlined acceptance criteria.

1.2 Design Development, and Implementation (DDI), and Special Registry Request (SRR) Deliverables

Table 6: DDI/SRR Status Report

DDI/SRR Status Report	
Phase	Health Registries Software Development
Expected Delivery	First delivery required no later than one (1) Month after the start of DDI /SRR Project Start Date .
Frequency	Twice Monthly, or as mutually agreed to by DSHS and vendor.

Exhibit 5.4 - DSHS Health Registries Deliverables

DDI/SRR Status Report	

Description	Monthly report of status for each Registry DDI and SRR operations that includes:
	a) Project Status Dashboard
	b) Design, Development and Implementation
	    i. Requirements Analysis Status
	    ii. Deliverable Summary
	    iii. Deliverable Schedule
	    iv. Deliverable Status
	    v. Deliverable Test Status

Acceptance Criteria	The acceptance criteria is defined by all the items described above in the description section of this table. System Agency will review all vendor submissions for completeness. System Agency may request revisions as needed it the submission doesn't meet the outlined acceptance criteria.

Table 7: DDI/SRR Microsoft Project Plan (MPP)

DDI/SRR Microsoft Project Plan (MPP)	
Phase	Lifecycle of the contract – all phases.

Expected Delivery	a) MPP submission (along with the HLE / Change request)
	    i. Initial high level MPP along with the Change request with start dates, milestones and end dates.
	    ii. Refined MPP no later than two (2) weeks before DDI project or SRR start date for DSHS approval,
	    iii. Detailed MPP four (4) weeks after the DDI project or SRR start date for DSHS approval and monthly updates thereafter for DSHS approval.
	b) Artifacts are created for each DDI project or SRR effort, by Registry.

Frequency	See above.
Description	The Project Work Plan includes: a) Detailed schedule for key activities including project tasks, deliverables.

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Exhibit 5.4 - DSHS Health Registries Deliverables

DDI/SRR Microsoft Project Plan (MPP)	

	b) A logical sequence of tasks, milestones, and deliverables with dependencies.
	 c) A clear definition of each task and deliverable.
	 d) Staff loading for each task and deliverable.
	 e) A specific target completion date for each task and deliverable.
	 f) Task and deliverable relationships and dependencies.
	 g) Identification of:
	     a. Critical path; and
	     b. Dependencies
	 For the work plan to allow for the determination of impacts related to schedule slippage.

Acceptance Criteria	The acceptance criteria is defined by all the items described above in the description section of this table. System Agency will review all vendor submissions for completeness. System Agency may request revisions as needed it the submission doesn't meet the outlined acceptance criteria.

Table 8: DDI /SRR Org Chart

DDI/SRR Org Chart	
Phase	Operations
Expected Delivery	a) At least two (2) weeks before the scheduled project or SRR start date for DSHS notification, and updated once for any Contractor personnel changes. b) Artifacts are created for each DDI project or SRR effort, by Registry.
Frequency	See above.
Description	Refer to Contractor Organizational Chart and Project Personnel as identified in Exhibit_5.3_Vendor_Organizational_Chart_and_Project_Personnel
Acceptance Criteria	The acceptance criteria is defined by all the items described above in the description section of this table. System Agency will review all vendor submissions for completeness. System Agency may

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Exhibit 5.4 - DSHS Health Registries Deliverables

DDI/SRR Org Chart
	request revisions as needed it the submission doesn't meet the outlined acceptance criteria.

Table 9: DDI/SRR User Requirement Document

DDI/SRR User Requirement Document	
Phase	Operations
Expected Delivery	a) During the requirement analysis phase, the user requirement specification document will be completed jointly between the DSHS team and the contractor team, according to the timeframe in the mutually agreed to and approved project plan. When DSHS signs-off on this document at the requirements stage gate, this requirement document is considered final. b) Artifacts are created for each DDI project or SRR effort, by Registry.
Frequency	See above.
Description	Document content containing all approved user requirements, as described in the SDLC section of the DSHS Health Registries Process Guide.
Acceptance Criteria	The acceptance criteria is defined by all the items described above in the description section of this table. System Agency will review all vendor submissions for completeness. System Agency may request revisions as needed it the submission doesn't meet the outlined acceptance criteria.

Table 10: DDI/SRR Test Plan

DDI/SRR Test Plan	
Phase	Operations
Expected Delivery	No later than three (3) weeks after start date of the DDI project or SRR. Conduent is responsible for test plan which covers all test phases.

DSHS Health Registry Software Development and Maintenance Services (HRSD&MS)
Contract No. HHS000116600001

Exhibit 5.4 - DSHS Health Registries Deliverables

DDI/SRR Test Plan	
Frequency	See above.
Description	As described in the Testing section of the DSHS Health Registries Process Guide.
Acceptance Criteria	The acceptance criteria is defined by all the items described above in the description section of this table. System Agency will review all vendor submissions for completeness. System Agency may request revisions as needed it the submission doesn't meet the outlined acceptance criteria.

1.3 Maintenance Service Levels (MSL) Deliverables

Table 11: Metal SLA Status Report

Metal SLA Status Report	
Phase	Health Registries Operations
Expected Delivery	First delivery required at the commencement of Operations phase.
Frequency	See below.

Description	Monthly report of status for each Registry:
	1. Contractor will provide Metal SLA report weekly with;
	   a. Hours consumed
	   b. Hours remaining
	
	2. Contractor will provide report template for Maintenance Services Subdomain and the System Agency Licensed user will generate the reports as required. Maintenance Service Level Request Summary by Registry:
	   a. Ticket status (including but not limited to: open, closed, etc.)
	     i. Order by severity level
	     ii. Open date
	     iii. Platinum
	       1. Metal SLA Resolution date
	       2. Actual Resolution date
	     iv. Bronze, Silver, Gold

Exhibit 5.4 - DSHS Health Registries Deliverables

Metal SLA Status Report	
	1. proposed resolution timeline Dates as agreed to from the enhance report response v. Ticket summary vi. Status summary
Acceptance Criteria	The acceptance criteria is defined by all the items described above in the description section of this table. System Agency will review all vendor submissions for completeness. System Agency may request revisions as needed it the submission doesn't meet the outlined acceptance criteria.

1.4 Project Management (PM) Deliverables

Table 12: Project Management Plan (MS Word)

Project Management Plan (MS Word)	
Phase	Lifecycle of the contract – all phases.
Expected Delivery	a) After initial submission with the RFO response, two updates a year upon mutually agreed timeframe, are expected to be delivered for review and approval. b) This artifact is a single overarching project management plan covering project/SRR methodologies and approaches for all registries.
Note	Refer to DSHS Health Registry Process Guide for details regarding the State and Contractor joint responsibilities for all processes that have a touchpoint. The project Management Plan must align with DSHS Health Registry Process Guide.
Frequency	See Expected Delivery above.

Description	A **narrative** document describing key issues, risks, and actions items and traceability to key issues, risks, and action items.
	
	a) Specific Project Information:
	    i. Project goal and objectives
	        a. Project methodology and approach
	        b. Project scope
	        c. Assumptions
	        d. Critical success factors for the DDI project /SRR effort

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Exhibit 5.4 - DSHS Health Registries Deliverables

Project Management Plan (MS Word)	

	ii. Project Organization, lines of authority and staffing
	    a. Roles and responsibility of vendor team
	    b. Roles and responsibility of state team
	iii. Implementation plan
	iv. Communication plan
	    a. Communication plan within the project team and direct stakeholders
	    b. Communication outside of the project team
	v. Change Management
	vi. Issues Management
	    a. Vendor / PM project / SRR workgroup structure and processes for resolving issues
	    b. Escalation mechanism per Org Chart, if needed
	    c. Issue Log
	vii. Risk Management
	    a. Vendor / PM project / SRR workgroup structure and processes for resolving issues
	    b. Escalation mechanism per Org Chart, if needed vendor and state side
	    c. Risk Register
	viii. Quality Management
	    a. Quality assurance of deliverables

Acceptance Criteria	The acceptance criteria is defined by all the items described above in the description section of this table. System Agency will review all vendor submissions for completeness. System Agency may request revisions as needed it the submission doesn't meet the outlined acceptance criteria.

Table 13: Change Management Plan

Change Management Plan	
Phase	Operations, with resubmissions throughout the duration of the engagement.
Expected Delivery	Once, no later than 30 calendar days after Operations Start.

Exhibit 5.4 - DSHS Health Registries Deliverables

Change Management Plan	
Frequency	After initial approval, an updated version is expected to be delivered twice per year upon mutually agreed timeframe.
Description	The Change Management Plan: a) Establishes how a change request will be proposed, accepted, monitored, controlled and implemented. b) Documents how requirements are planned, approved, and implemented. c) Details the modification processes for identified changes as well as revisions to all Health Registries deliverables.
Acceptance Criteria	The acceptance criteria is defined by all the items described above in the description section of this table. System Agency will review all vendor submissions for completeness. System Agency may request revisions as needed it the submission doesn't meet the outlined acceptance criteria.

1.5 Turnover Deliverables

Table 14: Turnover Plan

Turnover Plan	
Phase	Turnover
Expected Delivery	Six (6) months prior to the end of the Contract Term, which may include any optional renewal periods or within three (3) months of System Agency request for Contract termination or individual Registry removal. This assumes operations continue through this phase until contract closeout.
Frequency	Once
Description	The Vendor must develop and implement a State-approved Turnover Plan covering the turnover of the all Contractor operational

Exhibit 5.4 - DSHS Health Registries Deliverables

Turnover Plan	

	activities including, but not limited to, Data migration, knowledge transfer, etc. to either the State or a successor Vendor.
	
	 a) Identification of dependencies on the DSHS or DSHS's designated resources necessary for Contractor to perform the Turnover Services;
	 b) Identification of Contractor resources necessary to conduct successful Turnover;
	 c) Turnover of
	     i. current inventories (artifacts, tasks, systems, tools);
	     ii. correspondence;
	     iii. documentation of outstanding issues; and
	     iv. other service delivery support documentation;
	     v. Knowledge Transfer Topics:
	     vi. Knowledge Transfer Schedule;
	     vii. copies of all relevant data and reference tables; and
	     viii. work products, and other pertinent information;
	     required to take over and successfully assume operational activities and facilitate the Turnover;
	 d) Identification of Contractors Turnover Assistance Service actions;
	 e) Turnover Schedule must be delivered to DSHS for approval within mutually agreed upon timeframe which will include:
	     i. all of the required services, functions and activities along with the activity owners; and
	     ii. Proposed timelines.
	 f) Turnover Meetings: Schedule and conduct kick-off and regular Turnover status meetings during the entire Turnover period for reviewing Turnover status report.
	 g) Data Migration Plan: Create a plan for migrating data out from Maven into State approved non-proprietary database.

Acceptance Criteria	The acceptance criteria is defined by all the items described above in the description section of this table. System Agency will review all vendor submissions for completeness. System Agency may request revisions as needed it the submission doesn't meet the outlined acceptance criteria.

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Exhibit 5.4 - DSHS Health Registries Deliverables

Table 15: Turnover Results Report

Turnover Results Report	
Phase	Turnover
Expected Delivery	End of Turnover
Frequency	Once
Description	Following turnover of service delivery, the Vendor must provide the State with a Turnover Results Report documenting the completion and outcomes of each step of the Turnover Plan previously approved by the State. Turnover will not be considered complete and final payment will not be made until the Turnover Results Report is received and approved by the State. The report must include Project Closure Correspondence and Contract Closeout documentation. a) Develop Status Reports: Turnover status reports include the status of each turnover activity and will be published on a weekly basis. b) Executive Status Meetings: Executive status meetings will be held on monthly basis to review turnover status and major roadblocks/issues. c) Data Extract Plan & Scripts: The script that will create the data in the agreed upon format and place (as defined in the plan) and a report that it was completed. d) Risk Issues and Action Items Report: Risk Register, Issue Log and Action Items Log will be maintained at project level. Risks, Issues and Action Items Report will be published and reviewed weekly during the Turnover Status Meetings. e) Completion of Final Report: The final report will include the turnover results report which gives the final status of turnover activities as well as the contract close out report which includes lessons learned and final status of the project. Issues identified in the final report will be addressed with mutual agreement with DSHS.
Acceptance Criteria	The acceptance criteria is defined by all the items described above in the description section of this table. System Agency will review all vendor submissions for completeness. System Agency may request revisions as needed it the submission doesn't meet the outlined acceptance criteria.

Exhibit 5.5:
Legacy Deliverables as Appended
V.02

Department of State Health Services (DSHS)
Health Registries

DSHS Health Registry Software Development and Maintenance Services
(HRSD&MS) Contract No. HHS000116600001

Texas Department of State Health Services

John Hellerstedt, M.D.
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Exhibit 5.5 Legacy Project Deliverables as Appended to the Scope of Work

I. PURPOSE

This Exhibit describes the manner in which the Parties agree to resolve deliverables that were initially agreed under the previous contract between the Parties ("Legacy Deliverables"). The previous contract between the Parties was denominated Contract No. 537-10-0000073338A (the "Legacy Contract"). The Parties intend to complete any Legacy Deliverables under the terms agreed by the Parties under the Legacy Contract. Legacy Deliverables do not include service, maintenance, or licensure.

II. Terms of Legacy Deliverables

The Parties agree that, to the extent that any Legacy Deliverables provided under the Legacy Contract are not completed upon expiration or termination of the Legacy Contract will be provided under the Contract, and the Legacy Deliverables will not be subject to *Exhibit 9 - KPMs and Liquidated Damages*. The Legacy Deliverables will be completed within the timeframe agreed upon by the Parties, and the pricing of the Legacy Deliverables will be the amount agreed to under the Legacy Contract.

III. Disposition of Legacy Defects

System Agency is responsible for deploying the approved UAT-build Legacy Deliverables into the Production environment. All defects reported on any Legacy Deliverables must be recorded in the Contractor's Jira tool with an assigned severity level. The defects will be prioritized through triage meetings as set forth within the Process Guide.

Any defects for Legacy Deliverables found outside of the ninety (90)-day-UAT- build warranty period must follow this Contract's terms and conditions as set forth in the maintenance service level agreement, unless set forth as described in Section IV. Legacy Defect Delays.

IV. Legacy Defect Delays

In the event there is a delay in addressing any defects, the ninety (90) UAT warranty period will commence upon a mutually agreed to start date. Any defects identified within a ninety (90)-day-UAT-warranty period for any Legacy Deliverable must be corrected by the Contractor and approved by the System Agency in writing.

V. Pricing

It is agreed that the Contractor will not increase costs for the Legacy Deliverables, and the Contractor may invoice the System Agency for one half of the Legacy Deliverable price when User Acceptance Testing (UAT) build receives the System Agency's written approval

When all recorded defects for the Legacy Deliverables are corrected in the Production environment and approved by the System Agency in writing, the System Agency will be able to accept the Legacy Deliverable and will be able to approve an invoice for the remainder of the Legacy Deliverable price.

If the System Agency fails to deploy the Legacy Deliverables into the production environment within the ninety (90)-day warranty period and all defects have been corrected, the System Agency will not withhold approval of an invoice on this basis.

DSHS Health Registry Software Development and Maintenance Services (HRSD&MS) Contract No. HHS000116600001
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Conduent –Texas Registries Annual Maintenance Agreement (Maven).9.25.18.1330

Exhibit - 6
DSHS Health Registries HHSC Special Terms and Conditions

V.02

Department of State Health Services (DSHS)
Health Registries

DSHS Health Registry Software Development and Maintenance Services (HRSD&MS) Contract No. HHS000116600001

Contents

HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions –Vendor- Version 2.14

Article I. SPECIAL DEFINITIONS

"Conflict of Interest" means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor's, or Subcontractor's ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

"Contractor Agents" means Contractor's representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

"Custom Software" means Software developed as a Deliverable or in connection with the Agreement.

"Data Use Agreement" or **"DUA"** means the agreement incorporated into the Contract that governs the handling of Confidential Information.

"Equitable Settlement" means the fair and reasonable resolution of respective interests of the Parties.

"Federal Financial Participation" is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

"Item of Noncompliance" means Contractor's acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

"Minor Administrative Change" refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

"Confidential System Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on

behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in a Data Use Agreement.

"State" means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

"Software" means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

"Third Party Software" refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

"Turnover" means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

"Turnover Plan" means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

"UTC" means HHSC's Uniform Terms and Conditions- Vendor –Version 2.14

Article II.   GENERAL PROVISIONS

2.01   **Other System Agencies Participation in the Contract**

In addition to providing the Work specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain Work under this section will issue a purchase or Work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or Work order and given effect. No additional term or condition added in a purchase or Work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or Work order and the Contract, the Contract terms control.

2.02   **Most Favored Customer**

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (30) thirty business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC. All financial adjustments related to this provision will be applied on a prospective basis.

When determining whether accounts are "equivalent" for purposes of this provision, the parties will consider: (i) the geographic location of the accounts; (ii) workload and complexity factors of each deal; (iii) the service level requirements offered; (iv) the duration and nature of the contractual commitment; (v) contractual terms, conditions and allocation of risk; and (vi) other unique factors of each deal.

2.03   **Cooperation with HHSC Vendors**

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the Work, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the Work, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2.04   **Renegotiation and Reprocurement Rights**

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the Work covered by the Contract, including services similar or comparable to the Work, performed by Contractor under the Contract. If HHSC elects to procure the Work, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the UTC.

2.05   **Compliance with Federal Requirements**

Contractor shall comply with the requirements contained in Exhibit M (FNS Handbook 901 Federal Procurement Clauses), requiring compliance with the United States Department of Agriculture's Food and Nutrition Services handbook, section A11, Federal Procurement Clauses.

Article III. CONTRACTORS PERSONNEL AND SUBCONTRACTORS

3.01   Qualifications

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

3.02   Conduct and Removal

While performing the Work under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from performing any Work under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

3.03   State and Federal Funding

Article III, Section 3.1 of the Uniform Terms and Conditions is amended to add the following:

3.1.1 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, HHSC may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to HHSC, if sufficient and adequate funds are not available. Contractor will have no right of action against HHSC if HHSC cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, HHSC will make a good faith effort to provide reasonable notice to Contractor. HHSC shall pay Contractor for all service deliverables

and non-service deliverables approved by System Agency and rendered up to and including the date of termination, and the parties agree to negotiate an equitable settlement in good faith regarding works in progress. Other than this, System Agency will not be liable for any damages or losses caused or associated with such termination or cancellation.

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.
Notwithstanding any other provision of the Contract, Contractor shall have no obligation to perform services in connection with this Contract beyond the stipulated not-to-exceed cap, or if funding is exhausted or no longer available for any reason. The State shall notify the Contractor as soon as it has knowledge that funds will not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

Article IV. PERFORMANCE

4.01   Measurement

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

(a) Compliance with Contract requirements, including all representations and warranties;
(b) Compliance with the Work requested in the Solicitation and Work proposed by Contractor in its response to the Solicitation and approved by HHSC;
(c) Delivery of Work in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
(d) Results of audits, inspections, or quality checks performed by the HHSC or its designee;
(e) Timeliness, completeness, and accuracy of Work; and
(f) Achievement of specific performance measures and incentives as applicable.

4.02   Warranty

Article IV of the Uniform Terms and Conditions is amended to add the following:

4.1.1 Post UAT Warranty
Additional warranty: 90-day warranty after UAT acceptance. Vendor will be responsible to address any/all defects identified during the 90 day warranty period at no cost to System Agency.

Article V.   AMENDMENTS AND MODIFICATIONS

5.01   Formal Procedure

No different or additional Work or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of

the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for Work that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

5.02   Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the Work or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

5.03   Ownership and Intellectual Property

Article V, Section 5.1 of the Uniform Terms and Conditions is amended to add the following:

5.1.1   OWNERSHIP
Notwithstanding any other clause in this Contract, all intellectual property produced prior to or independently of this Contract, whether by Contractor or HHSC or a third party, shall continue to belong to its creator and any licensing of third-party software by Contractor for HHSC shall be subject to the terms and conditions of the third party and shall be effective only during the life of this Contract. Contractor will retain exclusive ownership rights to any modifications, additions and configurations associated with the Maven Core Product even if such modifications, additions and configurations fall within the scope of this project. The State will retain ownership of any modifications, additions and configurations associated with the Maven Overlay structure which is developed within the scope of this project, and which is paid for by the State, provided that Contractor shall retain a perpetual, non-exclusive license to use, modify, and further distribute such intellectual property for its own benefit or in connection with other client agreements with prior notification to the System Agency.

It is expressly understood between the Parties that any and all changes to the Maven Core product will be managed by Contractor within its Product Roadmap and management processes. HHSC is not permitted to demand changes to the Maven Core product. All work performed by the Contractor's team dedicated to this Contract will be done within the Maven Overlay structure, unless the parties mutually agree otherwise in writing.

Article VI. PAYMENT

6.01 Enhanced Payment Procedures

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the Work in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

6.02 Record, Audit, and Disclosure

Article VI, Section 6.5 of the UTC is amended to add the following:

6.5.1 CONFIDENTIALITY

The Parties acknowledge that the Customer may come into contact with items that consist of or contain confidential or proprietary data or information (collectively "Conduent Confidential Information"), the disclosure of which to or use by third parties would be damaging to Conduent. Such items include, without limitation, the following: the Base Software, Documentation, knowledge of Conduent's product and services pricing, application development plans, techniques and proprietary know-how, whether in tangible or intangible form and whether or not marked as "confidential," that may be obtained from any source as a result of or in connection with this Agreement, as well as all such other information designated by Conduent as confidential which has or shall come into possession or knowledge of Customer in connection with this Agreement or the performance hereof (or any other agreement between the parties hereto). Except as permitted in this Agreement, the Customer shall not use, disclose, or distribute to any person, firm, or entity any Conduent Confidential Information, and neither the Customer nor its officers, directors, employees, consultants, representatives, or agents shall make known, divulge, or communicate any Conduent Confidential Information to any person, firm, or enterprise.

As used in this Agreement, the term "Conduent Confidential Information" shall not include any information which the receiving party can demonstrate (i) is in the public domain through no fault or breach of confidentiality by such receiving party, (ii) has been provided by the disclosing party to others without a requirement of confidentiality (except for any disclosure made by it in response to any governmental directive or order of any court), (iii) was known by the receiving party prior to its disclosure by the disclosing party and was not obtained in such circumstances subject to a requirement of confidentiality, (iv) was received lawfully from a third party without an obligation of confidentiality, (v) was developed independently and without the use of any Conduent Confidential Information exchanged pursuant to this Agreement, or (vi) is required to be disclosed by the receiving party by law or pursuant to an order of any court or administrative body; provided, that the receiving party (A) shall provide the disclosing party with prompt notice of such request or order, including copies of subpoenas or orders requesting such Conduent Confidential Information, (B) shall cooperate reasonably with the disclosing party in resisting the disclosure of

such Conduent Confidential Information via a protective order or other appropriate legal action, and (C) shall not make disclosure pursuant thereto until the disclosing party has had a reasonable opportunity to resist such disclosure, unless the receiving party is ordered otherwise.

Customer shall promptly notify Conduent if Customer learns of an unauthorized disclosure or release of Conduent Confidential Information by any person obtaining such Conduent Confidential Information from or through the Customer, and shall reasonably assist Conduent in any action taken against the person(s) responsible for such unauthorized release.

Customer acknowledges and agrees that any unauthorized disclosure by it of any Conduent Confidential Information may cause irreparable damage to Conduent and that, in addition to other remedies available at law or in equity, Conduent shall be entitled to seek temporary or permanent injunctive relief to prevent or remedy any breach of this Section.

In addition to the other confidentiality obligations hereunder, the Customer agrees with respect to the Base Software received by the Customer: (i) that the Base Software constitutes extremely valuable trade secrets and other intellectual property and confidential information of Conduent; (ii) that unauthorized disclosure or use of the Base Software shall cause Conduent significant damage and harm; (iii) to neither remove nor permit the removal of the Base Software from the premises of the Customer set out in Schedule A; (iv) to have appropriate security features implemented on the hardware on which the Base Software resides to ensure that it is not misappropriated by or disclosed to unauthorized persons; (v) to maintain such hardware in a secure environment; and (vi) to take all measures necessary to ensure that the Customer employees and Authorized Agents who have access to the Base Software: (A) do not disclose it to third parties; and (B) use it only on behalf of the Customer for the purposes authorized under this Agreement. The Customer shall keep a list of all the Customer employees and Authorized Agents who have had access to the Base Software.

Conduent shall be entitled to inspect the premises of the Customer on 24 hours' notice in order to audit compliance with the confidentiality obligations set out in this Agreement.

Article VII. CONFIDENTIALITY

7.01   Consultant Disclosure

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

7.02   Confidential System Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the Work or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE UTC, Contractor WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS) CAUSED BY OR ARISING FROM Contractor OR Contractor AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. Contractor WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

7.03   Contract Management and Early Termination

Article VII, Section 7.2 of the Uniform Terms and Conditions is amended to add the following:

7.2.1   Termination for Convenience
HHSC may terminate the Contract, in whole or in part, at any time when, in its sole discretion, HHSC determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination. HHSC shall pay Contractor for all services rendered up to and including the date of termination as well as any unamortized and reasonable wind-down costs, and the parties agree to negotiate an equitable settlement in good faith regarding works in progress.

In the event that HHSC terminates in part, the parties agree to negotiate a mutually agreeable and equitable adjustment to the pricing.

Article VII, Section 7.3 of the Uniform Terms and Conditions is amended to add the following:

7.3.1   Termination for Cause
Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, HHSC may terminate the Contract, in whole or in part, with ten (10) days prior written notice, if Contractor does not cure such default within thirty (30) calendar days after receipt of notification of the State, upon either of the following conditions:

1. **Material Breach**

HHSC will have the right to terminate the Contract in whole or in part if HHSC determines, at its sole discretion, that Contractor has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Contractor's duties under the Contract. Contractor's misrepresentation in any aspect of Contractor's Solicitation Response, if any, or Contractor's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

2. **Failure to Maintain Financial Viability**

HHSC may terminate the Contract if, in its sole discretion, HHSC has a good faith belief that Contractor no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

Article VIII. DISPUTES AND REMEDIES

8.01 Agreement of the Parties

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract or portions thereof in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party by means of notice to the individuals designated in the Signature Document within (10) ten business days after the dispute arises or is discovered. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the UTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within (10) ten business days of such resolution.

8.02 Operational Remedies

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the Work as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

(a) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
(b) Require additional or different corrective action(s) of HHSC's choice;
(c) Suspension of all or part of the Contract or Work;
(d) Prohibit Contractor from incurring additional obligations under the Contract;
(e) Issue Notice to stop Work Orders;
(f) Assessment of liquidated damages as provided in the Contract;
(g) Accelerated or additional monitoring;
(h) Withholding of payments; and
(i) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve Contractor of its duty to comply with performance standards, or prohibit HHSC from

assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

8.03   Equitable Remedies

Contractor acknowledges that if Contractor breaches, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may, with (10) days prior written notice to Contractor and, upon failure of Contractor to cure such breach within thirty (30) calendar days after receipt of notification of the State, proceed directly to court. If a court of competent jurisdiction finds that Contractor breached, any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches.

8.04   Continuing Duty to Perform

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the Work or any duty or obligation with respect to the Contract.

8.05   Miscellaneous Provisions

Article VIII, Section 8.15 of the Uniform Terms and Conditions is amended to add the following:

8.15.1 SURVIVABILITY

It is agreed that the following provisions located in the Unform Terms and Conditions will survive the termination of the contract:

(a) Exhibit 5.2 (Maintenance Service Level Agreement),
(b) Section 4.2 (Taxes),
(c) Section 4.1 of the (Warranty),
(d) Section 9.01 (Availability and Assessment),
(e) Article V as amended in this document (Ownership)
(f) Section 8.19 (Publicity),
(g) Article VI (Records, Audits and Disclosures),
(h) Section 7.5 (Equitable Settlement,
(i) Section 8.14 (Severability),
(j) Section 8.13 (Governing Law and Venue),
(k) Section 8.15 (Survivability),

(l) Section 7.4 of Unified Terms and Conditions (equitable settlement),
(m) Section 8.17 (Dispute Resolution),
(n) Section 8.21 (No Waiver of Sovereign Immunity),
(o) Section 8.7 (Indemnity),
(p) Data Use Agreement and,

any provisions required to give effect thereto shall remain in full force and effect after the termination of this Agreement until such time as the parties may mutually agree to the release of the obligations contained therein.

Article IX. DAMAGES

9.01   Availability and Assessment

Notwithstanding any other clause in this agreement, HHSC will be entitled to actual, and direct, damages resulting from Contractor's own negligent or wrongful acts or omission and failure to comply with any of the terms of the Contract in an amount equal to twice the value of the Contract. Neither party shall be entitled to indirect, incidental, special or consequential damages.

In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the Work or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

(a) Through direct assessment and demand for payment to Contractor; or
    (b) By deducting, the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum offset against current billing or as multiple offsets against current billing until the full amount payable by the Contractor is received by the HHSC.

9.02   Specific Items of Liability

Contractor bears all risk of loss or damage due to defects in the Work, unfitness or obsolescence of the Work, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears all risks of loss, damage, or destruction of the Work, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss,

destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE UTC, Contractor WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY Contractor TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.

9.03 Specific Items of Liability Related to Key Performance Measures (KPM)KPM

The Vendor will achieve the following Key Performance Measures (KPM) and may have liability for liquidated damages based on KPM failure as further described in each KPM.

Vendor shall not be charged with liquidated damages when,

(i) the delay in delivery or performance arises out of causes beyond the control and without any fault or negligence of Vendor, including acts or omissions of HHSC or their vendor;

(ii) when a force majeure event occurs; or

(iii) when any stated assumptions on which a performance measure is based turns out not to have been correct. In the event that it becomes apparent that a change in scope and/or schedule and/or cost and/or direction impairs Vendor's ability to meet performance measures,

Vendor and HHSC will negotiate in good faith to ensure an equitable resolution.

In the event of under-performance, DSHS may require the Vendor to provide a corrective action plan or other remedial step. In any event, Vendor shall have a period agreed by the parties in writing to correct any under-performance prior to the imposition of any Liquidated Damages.

Vendor's maximum monthly liability for liquidated damages or other fee reductions, as referred to herein, shall not exceed:
   a) eight thousand dollars ($8,000.00) for the first month,
   b) ten thousand dollars ($10,000.00) for the second consecutive month, and
   c) twelve thousand dollars ($12,000.00) for the third consecutive month, and
   d) Twenty thousand dollars ($20,000.00) for the fourth consecutive month and all succeeding months,

Except for deliverable due dates and KPM 009 as described in exhbit 9 - Key Performance Measures and Liquidated Damages, no other KPM's shall apply to any deliverable being tested or demonstrated during any testing period or demonstration of that deliverable. A single failure event will result in liquidated damages being assessed under only one KPM though multiple KPMs may not have been met.

Prior to assessing liquidated damages, DSHS will make a good faith effort to consider any previous exemplary performance by Vendor.

Article X. TURNOVER

10.01 Turnover Plan

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan describes Contractor's policies and procedures that will ensure:

(a) The least disruption in the delivery of the Work during Turnover to HHSC or its designee; and

(b) Full cooperation with HHSC or its designee in transferring the Work and the obligations of the Contract.

10.02 Turnover Assistance

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the Work and the obligations of the Contract to another vendor or to perform the Work by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

Article XI. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS

11.01 HHSC Additional Rights

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the Work. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

11.02 Third Party Software

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

11.03   Software and Ownership Rights

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all Work, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

Article XII. UNIFORM ICT ACCESSIBILITY CLAUSE

12.01   Applicability

This Section applies to the procurement or development of Information and Communication Technology (ICT) for HHSC, or any changes to HHSC's ICT. This Section also applies if the Contract requires Contractor to perform a service or supply a goods that include ICT that: (i) HHSC employees are required or permitted to access; or (ii) members of the public are required or permitted to access. This Section does not apply to incidental uses of ICT in the performance of a contract, unless the parties agree that the ICT will become property of the state or will be used by HHSC's Client/Recipient after completion of the Contract.

Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a product / service.

12.02 **Definitions**

The legacy term "Electronic and Information Resources" (EIR) and the term "Information and Communication Technology" (ICT) are considered equivalent in meaning for the purpose of applicability of HHSC Uniform Terms and Conditions, policies, accessibility checklists, style guides, contract specifications, and other contract management documents. To the extent that any other of the following definitions conflict with definitions elsewhere in this Contract, the following definitions are applicable to this Section only.

1. **"Accessibility Standards"** refers to the Information and Communication Technology Accessibility Standards and the Web Accessibility Standards/Specifications under the Web Content Accessibility Guidelines version 2.0 Level AA, (WCAG 2.0).

2. **"Information and Communication Technology (ICT)"** is any information technology, equipment, or interconnected system or subsystem of equipment for which the principal function is the creation, conversion, duplication, automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, reception, or broadcast of data or information. Examples of ICT are electronic content, telecommunications products, computers and ancillary equipment, software, information kiosks and transaction machines, videos, IT services, and multifunction office machines which copy, scan, and fax documents.

3. **"Information and Communication Technology Accessibility Standards"** refers to the accessibility standards for information and communication technology contained in the Web Content Accessibility Guidelines version 2.0 Level AA.

4. **"Web Accessibility Standards/Specifications"** refers to the web standards contained in WCAG 2.0 Level AA.

5. **"Products"** means information resources technologies that are, or are related to, ICT.

6. **"Service"** means the act of delivering information or performing a task for employees, clients, or members of the public through a method of access or delivery that uses ICT.

12.03 **Accessibility Requirements**

Under Texas Government Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, HHSC must procure Products or Services that comply with the Accessibility Standards when such Products or Services are available in the commercial marketplace or when such Products or Services are developed in response to a procurement solicitation. Accordingly, Contractor must provide ICT and associated Product and/or Service documentation and technical support that comply with the Accessibility Standards.

12.04 **Evaluation, Testing and Monitoring**

1. HHSC may review, test, evaluate and monitor Contractor's Products, Services and associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing.

2. Neither (1) the review, testing (including acceptance testing), evaluation or monitoring of any Product or Service, nor (2) the absence of such review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the Contractor's assertion of compliance with the Accessibility Standards.

3. Contractor agrees to cooperate fully and provide HHSC and its representatives timely access to Products, Services, documentation, and other items and information needed to conduct such review, evaluation, testing and monitoring.

12.05 **Representations and Warranties**

1. Contractor represents and warrants that: (i) as of the effective date of the contract, the Products, Services and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the contract, unless and to the extent the Parties otherwise expressly agree in writing; and (ii) if the Products will be in the custody of the state or an HHS agency's client or recipient after the contract expiration or termination, the Products will continue to comply with such Accessibility Standards after the expiration or termination of the contract term, unless HHSC and/or Client/Recipient, as applicable uses the Products in a manner that renders it noncompliant.

2. In the event Contractor should have known, becomes aware, or is notified that the Product and associated documentation and technical support do not comply with the Accessibility Standards, Contractor represents and warrants that it will, in a timely manner and at no cost to HHSC, perform all necessary steps to satisfy the Accessibility Standards, including but not limited to remediation, repair, replacement, and upgrading of the Product, or providing a suitable substitute.

3. Contractor acknowledges and agrees that these representations and warranties are essential inducements on which HHSC relies in awarding this contract.

4. Contractor's representations and warranties under this subsection will survive the termination or expiration of the contract and will remain in full force and effect throughout the useful life of the Product.

12.06 **Remedies**

1. Pursuant to Texas Government Code Sec. 2054.465, neither Contractor nor any other person has cause of action against HHSC for a claim of a failure to comply with Texas Government Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.

2. In the event of a breach of Contractor's representations and warranties, Contractor will be liable for direct and consequential damages and any other remedies to which HHSC may be entitled. This remedy is cumulative of any and all other remedies to which HHSC may be entitled under this contract and other applicable law.

Article XIII.   MISCELLANEOUS PROVISIONS

13.01 Conflicts of Interest

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

13.02 Flow Down Provisions

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of Work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

13.03 Manufacturer's Warranties

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the Work, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

13.04 **Anti-boycott Provision**

Pursuant to Texas Government Code § 2270.002, HHSC may not award a contract for goods or services unless the contract contains a written verification from the Contractor that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. By executing the Contract, Contractor certifies that it does not boycott Israel and agress it will not boycott Israel during the term of the Contract.

Article XIV. SOFTWARE WARRANTIES

Conduent warrants that it has full power and authority to grant the rights herein granted without the consent of any other person and that the Base Software does not infringe any copyright of any third party. Conduent shall defend at its expense any action brought against the Customer to the extent that it is based on a claim that the Software infringes any copyright, and Conduent shall pay all costs and damages awarded by a court of competent jurisdiction against the Customer as a result of such claim, provided that the Customer notifies Conduent promptly of such claim in writing, gives Conduent sole control over the defense or settlement of such claim, and provides all information and assistance reasonably requested by Conduent.

Conduent warrants that the Base Software does not contain any back-door, time-bomb, or other routine designed to disable the Base Software without the Customer's knowledge and consent, and to Conduent's knowledge the Base Software and the media on which it is delivered contain no computer viruses.

THE WARRANTIES CONTAINED ABOVE ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF MERCHANTABLE QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. CONDUENT DOES NOT REPRESENT OR WARRANT THAT: (I) THE SOFTWARE SHALL MEET THE CUSTOMER'S BUSINESS REQUIREMENTS, (II) THE OPERATION OF THE SOFTWARE SHALL BE ERROR-FREE, UNINTERRUPTED, OR OPERATE IN ALL COMBINATIONS SELECTED FOR USE BY THE CUSTOMER, OR (III) THAT ALL PROGRAMMING ERRORS IN THE SOFTWARE CAN BE CORRECTED.

Article XV. LIMITATION OF LIABILITY

15.01 **Limitation of Liability**

1. THE LIABILITY OF EITHER PARTY, REGARDLESS OF FORM OF ACTION, WHETHER BASED ON CONTRACT OR TORT, INCLUDING NEGLIGENCE OR OTHERWISE, SHALL BE LIMITED TO DIRECT, PROVABLE DAMAGES IN AN AMOUNT NOT TO EXCEED THE MAXIMUM SET FORTH IN SCHEDULE A.

2. Under no circumstances will Conduent be liable for any damages caused by Customer's failure to perform its obligations under this Agreement.

3. Customer shall be solely liable for any claims based on its use of and/or modifications of the Base Software in violation of the terms of this Agreement, including any damages caused by the Customer's failure to perform its responsibilities under this Agreement. Customer shall indemnify and hold Conduent harmless from any cause of action brought by any party against Conduent resulting from the Customer's use of Base Software contrary to the terms of this Agreement.

4. No action, regardless of form, arising out of this Agreement may be brought by either party more than one year after the cause of action has arisen and was known or ought to have been known by the party desiring to commence the action.

15.02 **Trademarks and Publicity**

1. Except as reasonably necessary in order to carry out a Party's obligations under this Agreement, neither Party shall use the trademarks, trade names, service marks, or other marks of the other Party in publicity releases or advertising or in any other manner including marketing and customer lists, without the prior written consent of the other Party. Notwithstanding the foregoing, Conduent may use the Customer's name on any Conduent customer list without the consent of the Customer.

2. To the extent that the Customer uses the Base Software to host a website under the Customer's own brand or makes any similar usage of the Base Software ("**Customer Website**"), the Customer shall: (i) prominently display the Conduent trademark at the bottom of the home page of the Customer Website, together with the statement "Powered by software from Conduent Public Health Solutions, Inc."; and (ii) include in its copyright notice on the Customer Website the statements "Powered by software from Conduent Public Health Solutions, Inc." and "All copyright and other intellectual property rights in the software that powers this website is owned by Conduent Public Health Solutions, Inc.".

3. Customer agrees to make its best efforts to ensure that reference is made to Conduent in any communication or publication related to the use of the Base Software or Documentation.

15.03 **Customer Data**

1. Customer shall not at any time by any means in any form for any reason intentionally send Customer Data of any kind to Contractor or expose Customer Data to Conduent. In any scenario under which Customer requires Conduent to assist with the running of Software, whether during User Acceptance Testing or in any other scenario, Customer shall use "dummy" data with no correlation to actual Customer Data.

2. Customer acknowledges and agrees that Customer shall be solely responsible for ensuring Customer's compliance with any applicable data and privacy protection laws, codes of practice, or other legal obligations associated with the collection, use, and disclosure of Customer Data and other personal information.

3. To the extent any Customer Data is inadvertently provided to Conduent, it will be handled in accordance with the Contract under which services are being provided.

15.04 **Delays**

Dates by which either party is required to render performance under this Agreement or otherwise, other than payment obligations, shall be postponed automatically to the extent and for the period of time that the party is prevented from meeting them by reason of any causes beyond its reasonable control.

15.05 **Notices**

Any notice required or permitted to be given under this Agreement or otherwise shall be in writing and shall be deemed duly given as follows: upon delivery, if delivered personally by hand or by facsimile; or five (5) business days after mailing, if sent by registered mail. Such notices shall be given to Conduent at the address given noted herein. Notices to the Customer shall be given to the address or facsimile, and to the attention of the contact person for delivery of notices, set out in Schedule A.

15.06 **Contractors Liability Under Data Use Agreement**

Contractor shall bear the financial burden for responding to a breach of confidential information, as described in the Data Use Agreement, only to the extent: 1) the confidential information came into its possession as a result of performing the services described in the Contract; 2) the parties have agreed in writing to the sharing of additional confidential information; 3) system agency notifies contractor that system agency transferred confidential information to contractor; 4) contractor has otherwise become aware that contractor has come into possession of confidential information.

15.07 **Corporate Guarantee**

On behalf of Conduent Public Health Solutions, Inc., Conduent Incorporated and Conduent Business Services, LLC will guarantee performance of all obligations arising under the Texas Health and Human Services Health Registries Software Development and Maintenance Services contract pursuant to a mutually negotiated form of guarantee.

Exhibit 8:
HHSC Uniform Terms and Conditions
V.01

Department of State Health Services (DSHS)
Health Registries

**DSHS Health Registry Software Development and Maintenance Services
(HRSD&MS) Contract No. HHS000116600001**

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Exhibit 8 - Uniform Terms and Conditions
Texas Health and Human Services Commission
DSHS Health Registries Software Development & Maintenance RFO No.
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ARTICLE I. DEFINITIONS AND INTERPRETATIONS

1.1. **Definitions**

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"**Amendment**" means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

"**Attachment**" means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

"**Contract**" means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, purchase orders, Work Orders, or Technical Guidance Letters that may be issued by HHSC, to be incorporated by reference herein for all purposes if issued.

"**Contractor**" means the Party selected to provide the goods or services under this Contract, if any.

"**Deliverable**" means a work product prepared, developed, or procured by Contractor as part of the Services under the Contract for the use or benefit of HHSC or the State of Texas.

"**Effective Date**" means the date agreed to by the Parties as the date on which the Contract takes effect.

"**Federal Fiscal Year**" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"**GAAP**" means Generally Accepted Accounting Principles.

"**GASB**" means the Governmental Accounting Standards Board.

"**Health and Human Services Commission**" or "**HHSC**" means the administrative agency established under Chapter 531, Texas Government Code or its designee.

"**HUB**" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"**Intellectual Property**" means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

"**Mentor Protégé**" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/.

"**Parties**" means HHSC and Contractor, collectively.

"**Party**" means either HHSC or Contractor, individually.

"**Project**" means the goods or Services described in the Signature Document or a Work Order of this Contract.

"**Public Information Act**" or "**PIA**" means Chapter 552 of the Texas Government Code.

"**Scope of Work**" means the description of Services and Deliverables specified in the Contract as may be amended.

"**Services**" means the tasks, functions, and responsibilities assigned and delegated to Contractor under the Contract.

"**Signature Document**" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

"**Solicitation**" means the document issued by HHSC under which the goods or services provided under the Contract were initially requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

"**Solicitation Response**" means Contractor's full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

"**State Fiscal Year**" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"**State of Texas Textravel**" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"**Subcontract**" means any written agreement between Contractor and a third party to fulfill the requirements of the Contract. All Subcontracts are required to be in writing.

"**Subcontractor**" means any individual or entity that enters a contract with the Contractor to perform part or all of the obligations of Contractor under this Contract.
"**System Agency**" means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Family and Protective Services, and the Department of State Health Services.

"**Technical Guidance Letter**" or "**TGL**" means an instruction, clarification, or interpretation of the requirements of the Contract, issued by HHSC to the Contractor.

"**Work**" means all Services to be performed, goods to be delivered, and any appurtenant actions performed and items produced, conceived, or developed, including Deliverables.

"**Work Order**" means an individually negotiated document that is executed by both Parties and which authorizes a Project, if any, in an indefinite quantity Contract.

1.2. **Interpretive Provisions**

1. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

2. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.

3. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

4. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.

5. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.

6. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.

7. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.

8. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.

9. Unless otherwise expressly provided, reference to any action of HHSC or by HHSC

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by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."

10. Time is of the essence in this Contract.

2. ARITCLE II. CONSIDERATION

2.1. Prompt Payment
HHSC will pay Contractor in accordance with the Prompt Payment Act, Texas Government Code, Chapter 2251.

2.2. Expenses
Except as otherwise provided in the Contract, no ancillary expenses incurred by the Contractor in connection with its provision of the Services or Deliverables will be reimbursed by HHSC. Ancillary expenses include, but are not limited to costs associated with transportation, delivery, and insurance for each Deliverable.

When the reimbursement of travel expenses is authorized by the Contract, all such expenses will be reimbursed in accordance with the rates set by the State of Texas Textravel.

2.3. Work Orders
To the extent the Contract is for indefinite quantities of services, as specified in the Signature Document, all Work will be performed in accordance with Work Orders.

1. Upon identification of a Project, HHSC will request that Contractor submit a proposal, including pricing and a project plan, to HHSC.

2. If Contractor is selected to carry out an individual Project, a Work Order will be issued. Multiple Work Orders may be issued during the term of this Contract, all of which will be in writing and signed by the Parties. Each Work Order will include a scope of services; a list of tasks required; a time schedule; a list of Deliverables, if any; a detailed Project budget; and such other information or special conditions as may be necessary for the work assigned.

3. Nothing in this Contract expresses or guarantees that HHSC will issue Work Orders to Contractor for any of the tasks set forth in the Signature Document. All work requested under this Contract will be required on an irregular and as needed basis throughout the Contract term, and HHSC makes no guarantee of volume or usage under this Contract.

3. ARTICLE III. STATE AND FEDERAL FUNDING

3.1. Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, HHSC may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to HHSC, if sufficient and adequate funds are not available. Contractor will have no right of action against HHSC if HHSC cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, HHSC will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

Notwithstanding any other provision of the Contract, Contractor shall have no obligation to perform services in connection with this Contract beyond the stipulated not-to-exceed cap, or if funding is exhausted or no longer available for any reason. The State shall notify the Contractor as soon as it has knowledge that funds will not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

3.2. No Debt Against The State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.3. Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Contractor acknowledges HHSC's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.4. Recapture of Funds

HHSC may withhold all or part of any payments to Contractor to offset overpayments made to the Contractor or to collect liquidated damages assessed against the Contractor. Overpayments as used in this Section include payments (i) made by HHSC that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Contractor understands and agrees that it will be liable to HHSC for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Contractor further understands and agrees that reimbursement of such disallowed costs will be paid by Contractor from funds which were not provided or otherwise made available to Contractor under this Contract.

4. ARTICLE IV. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

4.1. Warranty

Contractor warrants that all Work under this Contract will be completed in a manner

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consistent with standards under the terms of this Contract, in the applicable trade, profession, or industry; will conform to or exceed the specifications set forth in the Contract; and will be fit for ordinary use, of good quality, and with no material defects. If Contractor fails to complete Work timely or to perform satisfactorily under conditions required by this Contract, HHSC may require Contractor, at its sole expense, to:

1. Repair or replace all defective or damaged Work;

2. Refund any payment received for all defective or damaged Work and, in conjunction therewith, require Contractor to accept the return of such Work; and

3. Take necessary action to ensure that future performance and Work conform to the Contract requirements.

4.2. General Affirmations

Contractor further certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Contractor is in compliance with each of the requirements reflected therein.

4.3. Federal Assurances

Contractor further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Contractor is in compliance with each of the requirements reflected therein.

4.4. Federal Certifications

Contractor further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Contractor is in compliance with each of the requirements reflected therein. **In addition, Contractor certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract**.

5. ARTICLE V. OWNERSHIP AND INTELLECTUAL PROPERTY

5.1. Ownership

HHSC will own, and Contractor hereby assigns to HHSC, all right, title, and interest in all Work.

5.2. Intellectual Property

1. To the extent any Work results in the creation of Intellectual Property, all right, title, and interest in and to such Intellectual Property will vest in HHSC upon creation and will be deemed to be a "work made for hire" and made in the course of the services rendered pursuant to this Contract.

2. To the extent that title to any such Intellectual Property may not by law vest in HHSC, or such Intellectual Property may not be considered a "work made for hire," all rights, title, and interest therein are hereby irrevocably assigned to HHSC. HHSC will have the right to obtain and to hold in its name any and all patents, copyrights,

trademarks, service marks, registrations, or such other protection as may be appropriate to the subject matter, including extensions and renewals thereof.

3. Contractor must give HHSC and the State of Texas, as well as any person designated by HHSC or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond the stated amount payable to Contractor for the services authorized under this Contract.

6. ARTICLE VI. RECORDS, AUDIT, AND DISCLOSURE

6.1. **Books and Records**

Contractor will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to HHSC, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Contractor will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

6.2. **Access to Records, Automated Systems, Books, and Documents**

In addition to any right of access arising by operation of law, Contractor and any of Contractor's affiliate or subsidiary organizations, or Subcontractors will permit HHSC or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to:

1. Financial
2. Automated Systems under Design Development and Implementation (DDI) and/or Agile operations
3. Automated Systems being supported and maintained for use by clients and state staff
4. Pertinent cost records of contractors and subcontractors
5. Electronic records
6. Client and patient records
7. Books
8. Papers or documents related to this Contract.

If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by HHSC or any duly authorized authority, for the purpose of investigation or hearing, Contractor will produce original documents related to this Contract. HHSC and any duly authorized authority

will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Contractor will include this provision concerning the right of access to, and examination of, sites, automated systems, electronic records and any other information related to this Contract in any Subcontract it awards.

6.3. **Response/Compliance with Audit or Inspection Findings**

1. Contractor must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at corrects the noncompliance will be solely the decision of HHSC.

2. As part of the Services, Contractor must provide to HHSC upon request a copy of those portions of Contractor's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

6.4. **SAO Audit**

Contractor understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Contractor agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Contractor and the requirement to cooperate is included in any Subcontract it awards.

6.5. **Confidentiality**

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Contractor agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Contractor. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

6.6. **Public Information Act**

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Contractor must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

7. ARTICLE VII. CONTRACT MANAGEMENT AND EARLY TERMINATION

7.1. **Contract Management**

To ensure full performance of the Contract and compliance with applicable law, HHSC may take actions including:

1. Suspending all or part of the Contract;

2. Requiring the Contractor to take specific corrective actions in order to remain in compliance with term of the Contract;

3. Recouping payments made to the Contractor found to be in error;

4. Suspending, limiting, or placing conditions on the continued performance of Work;

5. Imposing any other remedies authorized under this Contract; and

6. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

7.2. **Termination for Convenience**

HHSC may terminate the Contract, in whole or in part, at any time when, in its sole discretion, HHSC determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

7.3. **Termination for Cause**

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, HHSC may terminate the Contract, in whole or in part, upon either of the following conditions:

1. **Material Breach**

HHSC will have the right to terminate the Contract in whole or in part if HHSC determines, at its sole discretion, that Contractor has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Contractor's duties under the Contract. Contractor's misrepresentation in any aspect of Contractor's Solicitation Response, if any, or Contractor's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

2. **Failure to Maintain Financial Viability**

HHSC may terminate the Contract if, in its sole discretion, HHSC has a good faith belief that Contractor no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

7.4. **Equitable Settlement**

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

8. ARTICLE VIII. MISCELLANEOUS PROVISIONS

8.1. **Amendment**

The Contract may only be amended by an Amendment executed by both Parties.

8.2. **Insurance**

Contractor will acquire and maintain, for the duration of this Contract, the insurance coverage approved by HHSC and necessary to (1) ensure proper fulfillment of this Contract and (2) protect both the Contractor and the State from potential losses and liabilities. Such insurance shall be maintained with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount and approved by HHSC. HHSC shall be named as an additional insured on all liability and casualty policies. Contractor will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of HHSC the nature and extent of coverage granted by each such policy, upon request by HHSC. In the event that any policy is determined by HHSC to be deficient to comply with the terms of this Contract, Contractor will secure such additional policies or coverage as HHSC may reasonably request or as are required by law or regulation. If coverage expires during the term of this Contract, Contractor must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Contractor and its Subcontractors, if any. Contractor is responsible for ensuring its Subcontractors' compliance with all requirements.

8.3. **Delegation of Authority**

Whenever, by any provision of the Contract, any right, power or duty is imposed or conferred on HHSC, the right power or duty so imposed or conferred is possessed and exercised by the System Agencies Executive Commissioner unless such is delegated to duly appointed agents or employees. The Executive Commissioner of HHSC will reduce any delegation of authority to writing and provide a copy to Contractor on request.

The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not reply upon implied authority and is not delegated authority under the Contract to:

1. Make public policy;

2. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC program; or

3. Unilaterally communicate or negotiate with any federal or state agency or the Texas

Legislature on behalf of HHSC regarding HHSC programs or the Contract. However, upon request and reasonable notice to the Contractor, Contract will assist HHSC in communications and negotiations regarding the Work under the Contract with state and federal governments.

8.4. **Legal Obligations**

Contractor will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Contractor will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

8.5. **E-Verify**

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of:

a.   All persons employed during the contract term to perform duties within Texas; and

b.   All persons (including subcontractors) assigned by the contractor to perform Work pursuant to the Contract.

8.6. **Permitting and Licensure**

At Contractor's sole expense, Contractor will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or Services required by this Contract. Contractor will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Contractor agrees to be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract.

8.7. **Indemnity**

TO THE EXTENT ALLOWED BY LAW, CONTRACTOR WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND HHSC AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES,   AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

1. **CONTACTOR'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, OR ANY AGENT, EMPLOYEE SUBCONTACTOR , OR SUPPLIER OF CONTRACTOR, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF CONTRACTOR, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**

2. **ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY CONTRACTOR, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF CONTRACTOR, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**

3. **EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST CONTRACTOR, ITS OFFICERS, OR ITS AGENTS; OR**

4. **WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

CONTRACTOR WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE HHSC FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF HHSC OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

8.8. **Assignments**

Contractor may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of HHSC, which may be withheld or granted at the sole discretion of HHSC. Except where otherwise agreed in writing by HHSC, assignment will not release Contractor from its obligations under the Contract.

Contractor understands and agrees HHSC may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

8.9. **Subcontracts**

Contractor will be responsible to HHSC for any Subcontractor's Nothing in this performance under this Contract. Contract will be construed to relieve for ensuring Contractor of the responsibility that the goods delivered or services rendered by Contractor or any of its Subcontractors comply with all of the terms and provisions of this Contract. Contractor will provide written notification to HHSC of any Subcontractor receiving compensation of One hundred thousand dollars ($100,000.00) or more of the Work under this Contract, including the name and taxpayer identification number of Subcontractor, the task(s) being performed, and the number of Subcontractor employees expected to perform Services. The System Agency reserves the right to:

1. Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;

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2. Object to the selection of the Subcontractor; or

3. Object to the subcontracting of the Work proposed to be Subcontracted.

8.10.   HUB/MENTOR PROTÉGÉ

In accordance with State law, it is HHSC's policy to assist HUBs whenever possible in providing goods and services to HHSC. HHSC encourages those parties with whom it contracts for the provision of goods and services to adhere to this same philosophy in selecting Subcontractors to assist in fulfilling their obligations with the System Agency. In addition to information required by this Contract, the contracting Party will provide the procurement department of HHSC with pertinent details of any participation by a HUB in fulfilling the duties and obligations arising hereunder.

HHSC encourages the Parties it contracts with to partner with certified HUBs that participate in the Texas Comptroller of Public Accounts' Mentor Protégé Program.

8.11.   Relationship of the Parties

Contractor is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for HHSC any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other Party.

Contractor will be solely responsible for, and HHSC will have no obligation with respect to:

1. Payment of Contractor's employees for all Services performed;

2. Ensuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;

3. Withholding of income taxes, FICA, or any other taxes or fees;

4. Industrial or workers' compensation insurance coverage;

5. Participation in any group insurance plans available to employees of the State of Texas;

6. Participation or contributions by the State to the State Employees Retirement System;

7. Accumulation of vacation leave or sick leave; or

8. Unemployment compensation coverage provided by the State.

8.12.   Technical Guidance Letters

In the sole discretion of HHSC, and in conformance with federal and state law, HHSC may issue instructions, clarifications, or interpretations as may be required during Work performance in the

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form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by HHSC will be incorporated into the Contract by reference herein for all purposes when it is issued.

8.13. Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by HHSC. Contractor irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

8.14. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

8.15. Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

8.16. Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

8.17. Dispute Resolution

If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

8.18. No Waiver of Provisions

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Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

8.19.   **Publicity**

Except as provided in the paragraph below, Contractor must not use the name of, or directly or indirectly refer to, HHSC, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Contractor may publish, at its sole expense, results of Contractor performance under the Contract with HHSC's prior review and approval, which HHSC may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from HHSC and any Federal agency, as appropriate.

8.20.   **Prohibition on Non-Compete Restrictions**

Contractor will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

8.21.   **No Waiver of Sovereign Immunity**

Nothing in the Contract will be construed as a waiver of sovereign immunity by HHSC.

8.22.   **Entire Contract and Modification**

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by HHSC.

8.23.   **Counterparts**

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

8.24.   **Proper Authority**

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor with respect to compensation.

8.25.   **Civil Rights**

1. Contractor agrees to comply with state and federal anti-discrimination laws, including:
   a.   Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
   b.   Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   c.   Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
   d.   Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   e.   Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);

    f.   Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and

    g.   HHSC's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Contractor agrees to comply with all amendments to these laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any service or other benefit provided by Federal or State funding, or otherwise be subjected to discrimination.

2. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to take reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

3. Contractor agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications

4. Contractor agrees to comply with Executive Orders 13279 and 13559, and their implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Contractor must provide written notice to beneficiaries of their rights.

5. Upon request, Contractor will provide the HHSC Civil Rights Office with copies of the Contractor's civil rights policies and procedures.

6. Contractor must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. This notice must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206 Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

8.26. Enterprise Information Management Standards

Contractor agrees that it will conform to HHSC standards for data management as described by the policies of HHSC Office of the Chief Data Officer (OCDO). These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHSC for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

8.27. Notice of Legal Matter or Litigation

Contractor shall notify the contract manager assigned to this Contract of any litigation or legal matter related to or affecting this Contract within seven calendar days of becoming aware of the litigation or legal matter.

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Exhibit 9:
Key Performance Measures And Liquidated Damages

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Department of State Health Services (DSHS)

Health Registries

DSHS Health Registry Software Development and Maintenance Services (HRSD&MS) Contract No. HHS000116600001

TEXAS
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Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

Exhibit 9 - Key Performance Measures and Liquidated Damages

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Exhibit 9 – Key Performance Measures and Liquidated Damages

1. Key Performance Measures (KPM) with corresponding Liquidated Damages

The KPM in this Exhibit are intended to clearly state the Parties' performance expectations under this Contract. KPM may apply to a deliverable, to maintenance and service, or to both. *Table 1 - KPM and Liquidated Damages* specifies the applicability of the KPM at the time of Contract execution. The Parties may agree to change the Service Maintenance Level by amending the Contract. To the extent the applicability of a KPM depends on or varies with the selection of a Service Maintenance Level, the most recent terms agreed by the Parties will be determinative.

In the event of under-performance, DSHS may require the Contractor to provide a corrective action plan or other remedial steps. DSHS and Contractor agree to work in good faith to ensure KPM's are met. DSHS shall have a duty to take reasonable steps to mitigate damage.

No system registry may impose a penalty for more than one (1) Severity-1 issue at a time.

To the extent a single action or event results in multiple KPM failures, only the highest value liquidated damage will be applied.

The Contractor will achieve the following Key Performance Measures (KPM) and may have liability for liquidated damages based on KPM failure as further described in each KPM. Contractor shall not be charged with liquidated damages when, (i) the delay in delivery or performance arises out of causes beyond the control and without any fault or negligence of Contractor, including acts or omissions of HHSC or their vendor; (ii) when a force majeure event occurs; or (iii) when any stated assumptions on which a performance measure is based turns out not to have been correct. In the event that it becomes apparent that a change in scope and/or schedule and/or cost and/or direction impairs Contractor's ability to meet performance measures, Contractor and HHSC will negotiate in good faith to ensure the equitable resolution.

In the event of under-performance, DSHS may require the Contractor to provide a corrective action plan or other remedial step. In any event, Contractor shall have a period agreed by the parties in writing to correct any under-performance prior to the imposition of any Liquidated Damages.

Exhibit 9 – Key Performance Measures and Liquidated Damages

Contractor's maximum monthly liability for liquidated damages or other fee reductions, as referred to herein, shall not exceed eight thousand dollars ($8,000.00) for the first month, ten thousand dollars ($10,000.00) for the second consecutive month, twelve thousand dollars ($12,000.00) for the third consecutive month, and twenty thousand dollars ($20,000) for the fourth consecutive month and all succeeding months.

Except for KPM 002 and KPM 009, no other KPM's shall apply to any deliverable being tested or demonstrated during any testing period or demonstration of that deliverable. A single failure event may result in the imposition of only one KPM per Registry.

Prior to assessing liquidated damages, DSHS will make a good faith effort to consider any previous exemplary performance by Contractor. Liquidated Damages will not be assessed if the State determines that Contractor is not responsible for the failure described in the respective KPM. Refer to Special Terms and Conditions.

For purposes of these KPMs, all measurement periods shall be monthly unless otherwise specified.

Additionally, when a Liquidated Damage refers to a percentage point, or portion thereof, the "portion thereof" means that a full percentage point deviation is not required to assess the Liquidated Damage. For example, if the standard is 99% and the results achieved are 98.6%, the Liquidated Damage that may be assessed is based on 1 percentage point. If the results achieved are 97.9%, the Liquidated Damage that may be assessed is based on 2 percentage points. Days are not prorated.

Day: A calendar day, unless otherwise specified in the text. A calendar day includes Saturday, Sunday, and a national or state holiday listed in Texas Government Code §662.003(a) or (b).

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Exhibit 9 - Key Performance Measures and Liquidated Damages

Table 1 - KPM and Liquidated Damages

KPM ID	Summary	Description	Measure	Liquidated Damage	Registry	Maintenance Service Level
KPM-001	(**REMOVED** as not applicable)					
KPM-002	Deliverable Due Dates	The Contractor must meet due dates as agreed for all document Deliverables. These include all approved DSHS document deliverables as described in Exhibit 5.4 - DSHS Health Registries Deliverables as appended in SOW.	Each business day beyond the agreed due date.	$200/business day, not to exceed $4,000 in a given month or the costs incurred by the System Agency, whichever is greater.	☒ EMS/Trauma ☒ Birth Defect ☒ Blood Lead ☒ TxHSN ☒ THISIS	☐ Platinum ☐ Gold ☐ Silver ☐ Bronze ☒ Not Applicable to maintenance
KPM-003	Project resource Personnel	a. Fill a temporary project resource role vacancy within ten (10) business days, unless an alternate due date is approved by DSHS. b. Fill a permanent project resource role vacancy within thirty (30) business days, unless an alternate due date is approved by DSHS.	Each business day beyond the due date.	$200/business day, not to exceed $4,000 in a given month or the costs incurred by the System Agency, whichever is greater.	☒ EMS/Trauma ☒ Birth Defect ☒ Blood Lead ☒ TxHSN ☒ THISIS	☐ Platinum ☐ Gold ☐ Silver ☐ Bronze ☒ Not Applicable to maintenance
KPM-004	Timely initiation of work	The Contractor must begin work within five (5) business days after start date based on mutual agreement of parties in writing for all DDI, Special Registry Request, and Maintenance Service Level Agreements, by deliverables for each registry.	Each business day beyond the scheduled Development start date.	$100/business day, not to exceed $4,000 in a given month.	☒ EMS/Trauma ☒ Birth Defect ☒ Blood Lead ☒ TxHSN ☒ THISIS	☐ Platinum ☒ Gold ☒ Silver ☒ Bronze

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KPM ID	Summary	Description	Measure	Liquidated Damage	Registry	Maintenance Service Level
KPM-005	Deliverable Quality	All known Severity 1 and Severity 2 defects must be resolved by the Contractor prior to the scheduled production deployment.	Each instance of an identified Severity 1 and Severity 2 defect not being resolved prior to the scheduled production deployment.	$1000 per defect for failure to meet the KPM.	☒ EMS/Trauma ☒ Birth Defect ☒ Blood Lead ☒ TxHSN ☒ THISIS	☐ Platinum ☐ Gold ☐ Silver ☐ Bronze ☒ Not Applicable to maintenance
KPM-006	Web Services	a. Web services must process up to 43,000 transactions per day and 3,000,000 per year. b. The Contractor will be current, with no backlog, at least once per month, with a monthly threshold up to 1,204,000 transactions c. System Agency must follow the DSHS Health Registries Process Guide in order for Liquidated Damages (LD) to be assessed under this KPM.	a. Each day in which there are 43,000 or more transactions received for processing, and fewer than 43,000 of those are processed. b. Each day in which there are fewer than 43,000 transactions received for processing, and all of those are not processed. c. Each calendar month in which the backlog has not been eliminated.	$1,000 for each occurrence referenced by the Monthly Measure.	☒ EMS/Trauma ☐ Birth Defect ☐ Blood Lead ☐ TxHSN ☐ THISIS	☒ Platinum ☒ Gold ☐ Silver ☐ Bronze

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KPM ID	Summary	Description	Measure	Liquidated Damage	Registry	Maintenance Service Level
KPM-007	Contractor Help Desk Support Timeliness	Contractor shall complete the analysis and triage of assigned Registry Help Desk Tickets (RHDTs) within the period prescribed in the applicable Metal Service Plan. Any request for material information by the Contractor for clarification shall restart the appropriate Service Level Agreement (SLA) clock.	Each instance of an RHDT not being completed within the applicable period, unless an alternate due date is approved by DSHS.	$100 per RHDT for failure to meet the KPM.	☒ EMS/Trauma ☒ Birth Defect ☒ Blood Lead ☒ TxHSN ☒ THISIS	☒ Platinum ☒ Gold ☒ Silver ☒ Bronze
KPM-008a	Production Defect Correction	The Contractor must correct production defects and data fixes according to the following resolution times: **a. Severity 1 - Critical (S1)** – The Contractor must resolve Severity 1 production defects within the period prescribed in the applicable Metal Service Levels after the defect is opened. **b. Severity 2 - Major (S2)** – The Contractor must resolve Severity 2 production defects within the period prescribed in the applicable Metal Service Levels after the defect is opened. **c. Severity 3 - Medium (S3)** – The Contractor must resolve Severity 3 production defects within the period prescribed in the applicable Metal Service Levels	Each instance of a production defect not completed within the clock hour or calendar day resolution time.	Liquidated damages per production defect based on severity are: **a. Severity 1:** $500 per clock hour beyond the period prescribed in the applicable Metal Service Levels **b. Severity 2:** $500 per calendar day beyond the period prescribed in the applicable Metal Service Levels **c. Severity 3:** $500 per calendar	☒ EMS/Trauma ☒ Birth Defect ☒ Blood Lead ☒ TxHSN ☒ THISIS	☒ Platinum ☐ Gold ☐ Silver ☐ Bronze

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KPM ID	Summary	Description	Measure	Liquidated Damage	Registry	Maintenance Service Level
		after the defect is opened. **d. Severity 4 - Minor (S4)** – The Contractor must resolve Severity 4 production defects within the period prescribed in the applicable Metal Service Levels after the production defect is opened or at a later date as agreed by DSHS.		day beyond the period prescribed in the applicable Metal Service Levels **d. Severity 4:** $100 per calendar day beyond the period prescribed in the applicable Metal Service Levels.		
KPM-008b	Production Defect Correction	The Contractor must correct production defects and data fixes according to the following resolution times: **a. Severity 1 - Critical (S1)** – The Contractor must respond to Severity 1 production defects within the period prescribed in the applicable Metal Service Levels after which the Contractor shall resolve the defect by the deadline mutually agreed in writing at the time of the defect analysis. **b. Severity 2 - Major (S2)** – The Contractor must respond to Severity 2 production defects within the period prescribed in the applicable Metal Service Levels after which the Contractor shall resolve the defect by the deadline	Each instance of a production defect not completed within the clock hour or calendar day resolution time.	Liquidated damages per production defect based on severity are: **a. Severity 1:** $500 per clock hour beyond the period prescribed in the applicable Metal Service Levels **b. Severity 2:** $500 per calendar day beyond the period prescribed in the applicable Metal Service Levels	☒ EMS/Trauma ☒ Birth Defect ☒ Blood Lead ☒ TxHSN ☒ THISIS	☐ Platinum ☒ Gold ☒ Silver ☒ Bronze

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Exhibit 9 - Key Performance Measures and Liquidated Damages

KPM ID	Summary	Description	Measure	Liquidated Damage	Registry	Maintenance Service Level
		mutually agreed in writing at the time of the defect analysis. **c. Severity 3 - Medium (S3)** – The Contractor must respond to Severity 3 production defects within the period prescribed in the applicable Metal Service Levels after which the Contractor shall resolve the defect by the deadline mutually agreed in writing at the time of the defect analysis. **d. Severity 4 - Minor (S4) –** The Contractor must respond to Severity 4 production defects within the period prescribed in the applicable Metal Service Levels after which the Contractor shall resolve the defect by the deadline mutually agreed in writing at the time of the defect analysis.		**c. Severity 3:** $500 per calendar day beyond the period prescribed in the applicable Metal Service Levels **d. Severity 4:** $100 per calendar day beyond the period prescribed in the applicable Metal Service Levels.		
KPM-009	UAT Environment Defect Correction	The Contractor must correct UAT environment defects (Defect severity will be agreed to mutually by both parties). The response steps necessary to satisfy this KPM are defined in the DSHS Health Registries Process Guide. The response times are as follows: **a. Severity 1 - Critical (S1)**	Prior to promoting UAT build to production all Severity level 1 and Severity level 2 defects must be addressed. Note: KPM will only apply if the issue is Maven related and part of	Liquidated damages per UAT defect based on severity are: **a. Severity 1 -** $500 per clock hour beyond one (1) business day **b. Severity 2 -** $500 per business	☒ EMS/Trauma ☒ Birth Defect ☒ Blood Lead ☒ TxHSN ☒ THISIS	☐ Platinum ☐ Gold ☐ Silver ☐ Bronze ☒ Not Applicable to maintenance

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Exhibit 9 - Key Performance Measures and Liquidated Damages

KPM ID	Summary	Description	Measure	Liquidated Damage	Registry	Maintenance Service Level
		– The Contractor must respond to Severity 1 UAT defects within one (1) business day after the defect is opened. **b. Severity 2 - Major (S2)** – The Contractor must respond to Severity 2 UAT defects within three (3) business days after the defect is opened. **c. Severity 3 - Medium (S3)** – The Contractor must respond to Severity 3 UAT defects within eight (8) business days after the defect is opened. d. **Severity 4 - Minor (S4)** – The Contractor must respond Severity 4 UAT defects within 30-business days after the production defect is opened or at a later date as agreed by DSHS.	original requirement/specification and is a defect	day beyond three (3) business days. **c. Severity 3 -** $500 per business day beyond eight (8) business days. **d. Severity 4 -** $100 per business day beyond 30-business days.		
KPM-010	DDI, SRR, , High Level Estimate Requests	High Level Estimate Requests must be delivered to DSHS in the approved format within the timeframe required by DSHS and in accordance with the Change Management Plan.	Each business day beyond the due date.	$200/business day, not to exceed $4,000 in a given month or the costs incurred by the System Agency, whichever is greater.	☒EMS/Trauma ☒ Birth Defect ☒ Blood Lead ☒TxHSN ☒THISIS	☐ Platinum ☐ Gold ☐ Silver ☐ Bronze ☒ Not Applicable to maintenance
KPM-011	**(REMOVED as not applicable)**					

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KPM ID	Summary	Description	Measure	Liquidated Damage	Registry	Maintenance Service Level
KPM-012	(REMOVED as not applicable)					
KPM-013	Security Exploits	Contractor must provide DSHS a notification of any application security exploits within one (1) calendar day of the discovery, followed by a corrective action report at an agreed to date between the state and the Contractor detailing all mitigation steps taken.	Each calendar day after discovery of exploit.	For exploits $2000/calendar day or the costs incurred by the System Agency, whichever is greater.	☒ EMS/Trauma ☒ Birth Defect ☒ Blood Lead ☒ TxHSN ☒ THISIS	☐ Platinum ☐ Gold ☐ Silver ☐ Bronze ☒ Not Applicable to maintenance
KPM-014	TUR - Turnover Completion	The Contractor must prepare and submit an acceptable Turnover Plan on the date agreed by the parties, but not fewer than six (6) months prior to the contract termination date.	Each calendar day after the agreed deadline.	$2,000/calendar day or the costs incurred by the System Agency, whichever is greater.	☒ EMS/Trauma ☒ Birth Defect ☒ Blood Lead ☒ TxHSN ☒ THISIS	☐ Platinum ☐ Gold ☐ Silver ☐ Bronze ☒ Not Applicable to maintenance

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Exhibit 10:
Financial Requirements

v.01
With the Following Exhibits Appended:

Exhibit 10.1 Non Construction Federal Assurance and Lobbying Certification

Exhibit 10.2 Performance Bond

Exhibit 10.3 ACORD Forms

Department of State Health Services (DSHS)
Health Registries

DSHS Health Registry Software Development and Maintenance Services
(HRSD&MS) Contract No. HHS000116600001

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

Exhibit 10 - Financial Requirements

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FINANCIAL APPROACH

1.0 OVERVIEW OF FINANCIAL APPROACH

This Section presents the rights, requirements and responsibilities of System Agency and the Contractor for monitoring, recording and reporting of financial transactions during the Contract. Any and all costs and expenses incurred by the Contractor or any of its subcontractors for the completion of any contractual requirement will be included in the Cost Proposal submitted by the Contractor. No additional costs or expenses not contained in the Cost Proposal will be allowed under the Contract, unless approved in advance by System Agency. Approval shall be limited to matters falling under Sections 1.3.3 and 1.3.4 of this Article.

Notwithstanding any other clause in this agreement, Contractor shall have no duty to disclose confidential or proprietary information, such as internal costing details related to either its subcontractors or its employees unless otherwise required by law.

For the avoidance of doubt, the requirements of the Federal Acquisition Regulations (FAR) and the Cost Accounting Standards (CAS) shall not apply to this Contract.

1.1 BUSINESS REQUIREMENT

The Contractor's financial approach is to describe the financial components enabling the Contractor to fully complete the requirements described in the Statement of Work (SOW). This approach will ensure all services required of the Contractor are provided as efficiently and effectively as possible, and assist System Agency in its responsibility for efficient and effective administration of federal awards through the application of sound management practices.

1.2 ACCOUNTING AND REPORTING STANDARDS

Accumulating and reporting accounting data in accordance with the following standards (as they may be amended during the term of the Contract):

1.2.1 FINANCIAL ACCOUNTING Requirements: Contractor Accounting Responsibilities

The successful Contractor is responsible for maintaining an accounting system in compliance with the requirements stipulated in *Table 1 - Contractor Responsibilities for Financial Accounting*.

Exhibit 10 - Financial Requirements

Table 1 - Contractor Responsibilities for Financial Accounting

Req ID	Contractor Responsibilities for Financial Accounting
FIN-HRFR-001	Maintain financial records for the following component service areas of the Contract(s) resulting from this Contract: a. Transition Services b. EMS/Trauma Registry Services c. Birth Defects Registry Services d. Blood Lead Registry Services e. Texas Healthcare Safety Network Registry Services f. TB/HIV/STD Registry Services g. Annual Maintenance and Maintenance Service Levels h. Turnover Services
FIN-HRFR-002	Establish and maintain an accounting system in accordance with the following standards (as they may be amended during the term of the Contract): a. Title 48 CFR, Chapter 1, Parts 30 and 31, and Chapter 99. b. Applicable federal guidelines, rules, and regulations. c. System Agency guidelines, rules, regulations, and provisions of this Contract. d. GAAP. Where System Agency guidelines, rules, regulations, and provisions of this Contract state a stricter or more demanding standard than GAAP; Title 48 CFR, Chapter 1, Part 30; Title 48 CFR, Chapter 1, Part 31; and/or Title 48 CFR, Chapter 99; then the System Agency guidelines, rules, regulations, and provisions of this Contract will prevail. The Contractor's accounting system must: a. Maintain accounting records related directly to the performance of the Contract resulting from this Contract. b. Maintain accounting records related to the Contract resulting from this Contract separate and apart from other corporate accounting records. Part 9904.401 of the Federal Acquisition Regulations referenced above relates to cost accounting standards regarding the consistency in estimating, accumulating, and reporting costs.
FIN-HRFR-003	Maintain an accounting system that provides an audit trail containing sufficient financial documentation to allow for the reconciliation of billings, reports, and financial statements with all general ledger accounts for each specific component service area.

Exhibit 10 - Financial Requirements

At System Agency's discretion, System Agency will monitor Contractor performance and compliance with the Financial Accounting Requirements.

1.2.2 General Access to Accounting Records

Contractor will cooperate with, and make all records available to, any governmental entity having appropriate statutory authority to review such records. In addition to the requirements stated above, the Contractor and its subcontractors must provide access to accounting records requirements stipulated in *Table 2 - Accounting Records Requirements*.

Table 2 - Accounting Records Requirements

Req ID	Accounting Records Requirements
FIN-HRFR-004	Cooperate with System Agency, System Agency auditors, Texas State Auditor's Office (SAO) and the federal government in their inspections, audits, and/or reviews, and provide all necessary records and information. As required by Title 48 CFR, Chapter 1, Part 30; Title 48 CFR, Chapter 1, Part 31; and Title 48 CFR, Chapter 99; it is the responsibility of the Contractor to provide adequate documentation and justification to the authorized representatives of System Agency during the inspection, audit, and/or review process for all expenses included in the Contractor's accounting records.
FIN-HRFR-005	Make accounting records or supporting documentation relevant to any Texas HHS Contracts available to System Agency or its agents within ten (10) business days of receiving a written request from System Agency for specified records or information. If such documentation is not made available as requested within the timeline, the Contractor agrees to reimburse System Agency for all costs incurred by System Agency, including but not limited to wages, fringe benefits, payroll taxes, transportation, lodging, and subsistence for all State governmental representatives or their agents to carry out their inspection, audit, review, analysis, and/or reproduction functions at the location(s) of such accounting records.
FIN-HRFR-006	Pay any and all additional costs, including any applicable professional fees, incurred by System Agency resulting from the Contractor's failure to provide the requested accounting records or financial information within the specified ten (10) business days of receiving a written request from System Agency for specified accounting records or information.

1.3 FINANCIAL PAYMENT STRUCTURE AND PROVISIONS

The financial payment structure for all the Health Registries Software Development and Maintenance component services areas is provided below.

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Texas Department of State Health Services

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Commissioner

Exhibit 10 - Financial Requirements

1.3.1   Overview of Financial Payment Structures

Payment for the contractual services described in this Contract will be based on several pricing structures, depending on the specific service domain and/or deliverable required. The Contractor will receive payments monthly as compensation for correctly and appropriately performing the services and deliverables required in the Contract or will receive payment based on deliverable milestones and acceptance as defined in **Attachment A1 - Pricing Workbook** detailing the Cost Proposal of the Contract.

1.3.2   Payment for Service Delivery Requirements

Payment to the successful Contractor for service delivery requirements will be based on multiple fixed service delivery Fee(s) based on the Master Fee Schedule and Contractor provided and System Agency approved labor rates Not to Exceed (based on deliverables).

The methods by which the Contractor will be paid for services under the Contract include:

1. Transition (TRA) - If applicable, Transition costs to meet Contract requirements will be paid on a fixed fee basis. Transition costs in excess of the final fixed price amount(s) included in the Contract will not be paid by System Agency.

   Transition costs will allow the Contractor to assume the responsibilities of each Deliverable effective on the Operational start date applicable to the specific Deliverable. Transition costs will not be paid as an element of Operational administrative costs. Transition costs will be paid to the Contractor retrospectively.

   Any expenses incurred by the Contractor after the Operational start date of a specific Deliverable to complete Transition activities or correct any defects from the Transition Phase of that specific Deliverable must not be recorded as an Operational expense.

2. Expenses for each of the current Health Registries:

   a. Design Development and Implementation (DDI) - DDI costs will be paid based on the Master Fee Schedule, on a fixed deliverable fee basis after the schedule and work is approved by System Agency. Pricing for these services shall be based on the Contractor provided Master Fee Schedule proposed as a fixed price per deliverable System Agency. Payment will be made to Contractor based on successful acceptance and deployment of deliverables into production.

   b. Special Registry Requests (SRR) - SRR costs will be paid based on Master Fee Schedule and Contractor provided Labor Rates which is based on the DIR NTE rates/Not to Exceed basis, if the SRR is not in the Master Fee Schedule. Payment will be made to Contractor based on successful acceptance and deployment of deliverables into production.

   c. Annual Maintenance Service (AMS) - AMS costs will be paid on a fixed annual/Not to exceed fee basis. System Agency Payment will be made to Contractor annually. Contract will provide a valid working build for core product updates including but not limited to security patches, upgrades, and

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user group requested updates on System Agency approved schedule or per quarter.

d. Maintenance Service Levels (MSL) - MSL costs will be paid on a fixed annual /prorated/ Not to exceed fee basis based on the metal service levels selected by each registry (Bronze, Silver, Gold, Platinum). Each Registry may change the service level based on the workload and priority for utilizing the services annually or as required by the System Agency.

e. Turnover (TUR) - TUR costs will be paid on a fixed fee basis. Pricing for these services shall be proposed as a Fixed/Not to Exceed Deliverable amount based on the performance requirements and/or the specified results. Payment will be made to Contractor based on successful acceptance and deployment of deliverables into production.

A Contractor must submit detailed monthly invoice(s) following the month in which the Contractor provides the applicable Health Registries services. The invoice(s) must contain the complete breakdown of the projects by each deliverable per registry. If additional resources are used for any SRR or Maintenance work, the invoice must also include the breakdown by hours for the additional resource. System Agency will process and pay invoices in accordance with Chapter 2251, Texas Government Code. Separate invoices for each specific component service area must be submitted by a Contractor to System Agency in the format specified by System Agency. Each invoice will be processed and paid separately.

A Contractor will supply detailed information with the invoice(s) as directed by System Agency to enable System Agency to allocate costs for the services according to the various state and federal funding sources supporting the contract for specific component service areas. Each invoice must show separate lines for each strategy, risk group, state funding source, and federal funding source and/or Federal Financial Participation (FFP) rate. The Contractor must also provide supporting documentation for service delivery cost invoices, in an electronic format, subject to approval by System Agency, by state and/or federal funding source, appropriations strategy, risk group, and any applicable FFP rate(s).

System Agency, at its sole discretion, may choose to process only a portion of a fixed service fee invoice, if only a portion of the invoice can be verified and validated by the information submitted. If System Agency decides to process an invoice in this manner, an adjustment will be made by System Agency and only that portion of the invoice can be verified and validated will be paid. To be paid for the fees previously denied or not processed by System Agency, the Contractor must submit supplemental invoice(s) along with any and all necessary corrections. System Agency will process and pay fees billed on supplemental invoices in accordance with Chapter 2251, Texas Government Code.

Any cost or expenses incurred by a Contractor after the commencement of the operational phase of any contract resulting from this Contract to correct any defects from the Transition Phase will not be considered an allowable cost for the Contract.

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System Agency reserves the right to eliminate services no longer necessary during any contract resulting from this Contract with 30 days' notice to the Contractor. System Agency will reduce the service delivery payments for such services following 30 days' notice to the Contractor.

1.3.3 Changes to Scope of Existing Services

System Agency anticipates that, during the life of the Contract, implementation of federal and state mandates and other state initiatives will require additions, deletions or other changes to the normal recurring activities performed under any contract resulting from this Contract. All such changes will be negotiated between System Agency and the Contractor and incorporated in a written contract amendment. The pricing associated with additional recurring activities will be negotiated between the Contractor and System Agency after System Agency determines the Contractor has submitted all the detailed cost information (including detailed supporting metrics deemed acceptable by System Agency) necessary to accurately modify the applicable fixed fee formulas. Once a total cost for the additional recurring activities is agreed upon, System Agency will make the determination as to which fixed fee formula(s) are modified.

1.3.4 Service Provider Labor Rates for Unanticipated Services and Tasks

System Agency anticipates that, during the life of the Contract, implementation of federal and state mandates and other state initiatives will require additions, deletions or other changes to the activities performed under any contract resulting from this Contract. If applicable, and if the Contractor can demonstrate to System Agency's satisfaction a cost impact from such changes, payment for costs associated with unanticipated services required after the start date of the initial term of the Contract that were unanticipated by System Agency will be negotiated with the Contractor. The costs for such System Agency unanticipated services will be based on the explicit not-to-exceed hourly rates proposed by a Contractor as described in the instructions for completion of the pricing workbook in this Contract. The Contractor will develop not to exceed change orders based on the performance requirements and/or the specified results included in any potential amendment requested by System Agency.

The Contractor must specify hourly labor rates for all staff working on this project. For consistency, the IT Staffing Services roles defined by the Texas Department of Information Resources are to be utilized for specifying hourly labor rates. Full descriptions of these roles can be found in the IT Category Descriptions tab located in the Pricing Workbook.

The Contractor will employ the not-to-exceed hourly rates in developing pricing proposals for the performance of unanticipated services and deliverables required by System Agency after the start date of the contract.

No additional costs will be paid for any services unless System Agency, in its sole discretion, determines any additional cost(s) requested are extremely unique to the specific project and the successful Contractor should not have otherwise included those additional costs as part of the required all-inclusive hourly labor rates.

1.4 DELIVERY OF SECURITY

Contractor must provide either a duly executed performance bond or irrevocable, standby letter of credit, within ten (10) days of the Effective Date of the Contract.

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Exhibit 10 - Financial Requirements

1.4.1   Performance Bond

Contractor's performance bond must conform in form and substance to **Exhibit 10.2 - Performance Bond as appended in Financial Requirements**. The performance bond is for the protection of System Agency and assures full and faithful performance of the Contract by Contractor. The performance bond shall extend and remain in effect throughout the term of the Contract and for thirty (30) days thereafter; provided that the foregoing shall not limit the time period within which System Agency may file suit or make any claim under or concerning the performance bond.

1.4.2   Other Requirements Pertaining to Bonds

Each bond must be executed by sureties named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, and U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. Any surety duly authorized to do business in Texas may write performance and payment bonds on a project without reinsurance to the limit of ten percent (10%) of its capital and surplus. Such a surety must reinsure any obligations over ten percent (10%). The bond must be effective as of their delivery to System Agency and shall cover all work to be performed under the Contract. In the event that any bond is executed by more than one (1) surety company, each surety company executing the bond must be the listed as an Acceptable Surety in Circular 570 and be jointly and severally liable with each other surety company under the bond for the full amount of the bond (including any increases thereto after the issuance of the bond).

1.4.3   The Penal Sum of the Bonds

The penal sum of each annually-renewable performance bond shall be in an amount equal to the remaining value of the contract minus the bond amount, which shall be (a) calculated at the beginning of each contract year or (b) at such time as the Customer shall request, up to twice each year in addition to the annual calculation. System Agency may determine whether or not to adjust the value of the performance bond by a contract amendment as required. System Agency shall pay $10,000 per $1,000,000 per year for the bond in question, to be invoiced by Conduent at the beginning of each contract year.

1.4.4   Replacement of Surety

If any surety under a bond is declared bankrupt, becomes insolvent, is placed in receivership, is no longer authorized to do business in the State of Texas, or otherwise ceases to meet the requirements of an "Acceptable Surety", Contractor shall within ten (10) days thereafter furnish to System Agency bonds satisfying the requirements of this Article. If System Agency does not receive the replacement bonds within such ten (10) day period, System Agency may, at its sole discretion and at Contractor's sole risk and expense, order Contractor to suspend the work immediately.

1.4.5   Insurance

Contractor must disclose to System Agency in its proposal all property, casualty, and liability (including cyber liability) coverage carried by Contractor, including all coverage amounts and limitations under each policy it carries, that will be applicable to the Contract to be issued under

Exhibit 10 - Financial Requirements

this Contract. System Agency reserves the right to require additional types and amounts of coverage as a condition of receiving an award under this Contract. When cause of action occurs, the Contractor is responsible for providing a Waiver of Subrogation and 30 day Notice of Cancellation or Major Change to System Agency. System Agency may require that it be included as an additional insured party.

The Contractor shall obtain and maintain, for the duration of this Contract, the minimum insurance coverage set forth below. With the exception of cyber liability, which shall be on a claims-made basis, and Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas and currently rated A- or better by A.M. Best Company or otherwise acceptable to System Agency. By requiring such minimum insurance, the System Agency shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor under the Contract. The Contractor shall assess its own risks and if it deems appropriate or prudent, maintain higher limits or broader coverage. The Contractor is not relieved of any liability or other obligations assumed pursuant to this Contractor by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Required insurance shall not be cancelable without thirty (30) days' prior written notice to System Agency.

Exhibit – 10.1
DSHS Health Registries Non Construction Federal Assurances and Lobbying Certification

V0.1

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation

Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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Previous Edition Usable

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in

floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of

warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE:
[signature]	Vice President
APPLICANT ORGANIZATION:	DATE SUBMITTED
Conduent Public Health Solutions, Inc.	7/30/2018

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CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION
Conduent Public Health Solutions, Inc.

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix:	* First Name: Vishnu	Middle Name:
* Last Name: Nanan		Suffix:
* Title: Vice President		

* SIGNATURE: *[signature]*   * DATE: 7/30/2018

Exhibit 10.2:
DSHS Health Registries
Performance Bond

V0.1

DSHS Health Registries Software Development and Maintenance (HRSD&MS)
RFO No. HHS0001166

Form of Performance Bond

Project Name: DSHS Health Registries Software Development and Maintenance

HHSC Contract No.

Bond Number:

KNOW ALL MEN BY THESE PRESENTS: that   as Principal (the "Principal"), and   , a   , as   surety   (the "Surety"), are held and firmly bound unto the Health and Human Services Commission, an agency of the State of Texas, as obligee (the "Obligee"), in the amount of (12) twelve million dollars for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the day of_____20   to · (the "Contract") which contract is hereby referred   to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS IS SUCH, that is the said Principal shall faithfully perform the work in accordance with the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that this bond will remain in full force and effect throughout the Contract and the warranty period in the Contract and contract documents, as well as for thirty (30) days after the warranty period expires.

PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, Contract price

Exhibit - 10.2   **Page 2 of 3**

adjustment. deduction or addition to the terms of the Contract, or to the work to be performed thereunder, or the plans and specifications accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, Contract price adjustment, deduction or addition, to the terms of the Contract or to the work or to the plans and specifications. The penal sum of this bond increases or decreases with any increase or decrease in the Contract Price.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this __day of_____ ,20

WITNESS/ ATTEST:

_____   _____

Principal   Surety

By:Name:_____   _____

Attorney-in-Fact

Title: _____

Exhibit - 10.2   **Page 3 of 3**

Exhibit - 10.3 ACORD Forms

V.01

Contractor shall maintain at its own cost and expense, in full force and effect during performance of the Services, the following insurance coverages:

(a) Worker's Compensation with statutory limits pursuant to state of hire;

(b) Employers Liability, with a minimum $1,000,000 limit of liability per accident for bodily injury; $1,000,000 per employee for bodily injury by disease and $1,000,000 policy limit for bodily injury by disease

(c) Commercial General Liability, including Contractual Liability coverage, with the following minimum limits of liability:

- $1,000,000 per occurrence for Bodily Injury and Property Damage, Personal and Advertising Injury; and

- $1,000,000 General Aggregate;

-$1,000,000 Products and Completed Operations Aggregate

(d) Automobile Liability, with a minimum combined single limit of liability of $1,000,000/accident covering all owned, non-owned and hired vehicles;

(e) Professional Liability in the minimum amount of $1,000,000 per claim, covering wrongful acts in the performance of professional business services resulting in economic loss; and

(f) Privacy Injury/Network Security ("Cyber") Liability insurance within its Professional/Errors and Omissions Liability program in a minimum amount of $1,000,000 per claim and annually in the aggregate for Contractor's legal liability resulting from wrongful acts in performance of its professional business services, including coverage for unauthorized access, unauthorized use, receipt or transmission of malicious code, computer attack or denial of service attack which:

1. Alters, copies, misappropriates, corrupts, destroys, disrupts, deletes, damages or prevents, or hinders access to, a computer system;

2. Results in the disclosure of private or confidential information stored on a computer system; or

3. Results in identity theft whether any of the foregoing is intentional or unintentional, malicious or accidental, fraudulent or innocent, specifically targeted or generally distributed, and regardless of whether the perpetrator is motivated for profit.

Such Cyber Liability insurance further includes:

1. Unauthorized disclosure of private information or failure to protect private information from any actual or potential misappropriation; and

2. Such actual failure and inability above, resulting from the theft of a password or access code by non-electronic means in direct violation of written security policies or procedures.

Exhibit 10.3   **Page 2 of 2**

Exhibit 11:
DSHS Health Registries
HUB Subcontracting Plan

V0.1

Department of State Health Services (DSHS)
Health Registries

DSHS Health Registries Software Development and Maintenance (HRSD&MS)
RFO No. HHS0001166

Exhibit 11 HUB Subcontracting Plan
Rev. 2/17

HSP Good Faith Effort - Method A (Attachment A)

Enter your company's name here:	Requisition #:

IMPORTANT: If you responded "***Yes***" to **SECTION 2, Items c** or **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf

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SECTION A-1: **SUBCONTRACTING OPPORTUNITY**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number:_____ **Description:**_____

SECTION A-2: **SUBCONTRACTOR SELECTION**

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
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	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, <u>if you (respondent) are awarded any portion of the requisition</u>, you are required to provide notice as soon as practical to <u>all</u> the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract <u>no later than ten (10) working days</u> after the contract is awarded.

DSHS Health Registries Software and Development

(HRS&D) RFO No. HHS0001166

Exhibit 11 HUB Subcontracting Plan

HSP Good Faith Effort - Method B (Attachment B) Rev. 2/17

Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded "*No*" to **SECTION 2, Items c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf..

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number:_____ **Description:** _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ **- Yes** (If *Yes*, continue to SECTION B-4.)

☐ **- No / Not Applicable** (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items **a**, **b**, **c** and **d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

b. List the **three (3)** Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php.

d. List **two (2)** trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		☐ - Yes ☐ - No
		☐ - Yes ☐ - No

DSHS Health Registries Software and Development

(HRS&D) RFO No. HHS0001166

Exhibit 11 HUB Subcontracting Plan

HSP Good Faith Effort - Method B (Attachment B) Cont. Rev. 2/17

Enter your company's name here: _____ Requisition #: _____

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number:_____ **Description:** _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐- Yes ☐ - No		$	%
	☐- Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is <u>not</u> a Texas certified HUB, provide <u>written</u> justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, <u>if you (respondent) are awarded any portion of the requisition</u>, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract <u>no later than ten (10) working days</u> after the contract is awarded.

DSHS Health Registries Software and Development (HRS&D) RFO No. HHS0001166

Exhibit - 11 HUB Subcontracting Plan

Rev. 2/17

HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

SECTION A:	**PRIME CONTRACTOR'S INFORMATION**

Company Name: _____   State of Texas VID#: _____

Point of Contact: _____   Phone #: _____

E-mail Address: _____   Fax #: _____

SECTION B:	**CONTRACTING STATE AGENCY AND REQUISITION INFORMATION**

Agency Name: _____

Point-of-Contact: _____   Phone #: _____

Requisition #: _____   Bid Open Date: _____

(mm/dd/yyyy)

SECTION C	**SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION**

1. **Potential Subcontractor's Bid Response Due Date:**

    If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

    we must receive your bid response no later than _____ **on** _____ .

    Central Time   Date (mm/dd/yyyy)

In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. **Subcontracting Opportunity Scope of Work:**   ☐

3. **Required Qualifications:**   ☐ Not Applicable

Exhibit - 11 HUB Subcontracting Plan

4. Bonding/Insurance Requirements:	- Not Applicable

5. Location to review plans/specifications:	- Not Applicable

Exhibit 12:
DSHS Health Registries Process Guide

V.2.3

Texas Department of State Health Services

(DSHS)

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

Exhibit 12 - DSHS Health Registries Process Guide

Table of Contents

Exhibit 12 - DSHS Health Registries Process Guide

Health Registries Business Guidelines and Standards

1 BACKGROUND

This guide has been developed based on the new contract terms and requirements between the State of Texas and the Contractor providing the Maven software platform. This guide is incorporated by reference throughout the new contract HHS00001166. Therefore, all State staff (i.e. Project Managers, Registry subject matter experts (SMEs), IT support staff, and program budgeting staff) and Contractor staff (i.e. Contractor project managers and all other Contractor team members) must adhere to this process guide.

Department of State Health Services (DSHS) has many processes and standards. This Process Guide is a living document where DSHS contract manager updates the processes and standards. DSHS contract manager will ensure that the Process Guide is accessible to the Contractor and will notify the Contractor of any changes within the Process Guide.

2 PURPOSE OF THE PROCESS GUIDE

This is a centralized document used by the State Agency and Contractor. This guide will consist of all processes and procedures which are touch points between the Contractor and the State. Other state and Contractor process and procedures that are independent and do not involve a touch point between the two are excluded from this guide.

The Contract manager is the owner of the process guide. Any approved changes or updates to processes and procedures that are touch points between the Contractor and the State will be submitted to the Contract Manager to revise the process guide. Changes to this process guide will be mutually agreed upon by the Contract Manager and the Contractor's Project Manager. In the event of any disagreement with changes by either party, refer to Section 4 - Issue Resolution Process. This guide's intent is to direct or instruct the Contractor staff, Project manager and/or the registry subject matter experts in any day-to day processes and procedures based on the contract terms and requirements.

Refer to the Process Guide when there is an informal touch point between the State and the Contractor for the following:

1. Design Development Implementation (DDI) projects (Intake via Governance)

2. Special Registry Request (Adhoc efforts)

3. Maintenance service level agreement (SLA)

3   COMMUNICATION PLAN

3.1 PURPOSE OF THE COMMUNICATION PLAN

The Communication plan defines who should be given specific information, when that information should be delivered and what communication channels will be used to deliver the information.

3.2 COMMUNICATION MANAGEMENT APPROACH

Multiple channels of communication are used to distribute information internally, depending on the audience, their familiarity with the project, and their location. Communication channels include e-mail distribution lists, face-to-face meetings (ongoing), status meetings (monthly and weekly), status report distributions (ongoing), document distribution, use of project SharePoint site, and informal and ongoing e-mail communication. A project SharePoint site will be used to enhance communications with the project's staff and the contractor's staff.

The communication plan is updated as communication channels are found to be effective or ineffective. It is necessary to have regular communications between the project's team members, technical staff, and project sponsor to keep the project on schedule and up-to-date on requirements changes, development issues, task schedules, and any risks that might arise.

Figure *1*: Support and Project Communication Diagram depicts a preferred communication process for both support and project work related requests.

Exhibit 12 - DSHS Health Registries Process Guide

Figure 1: Support and Project Communication Diagram
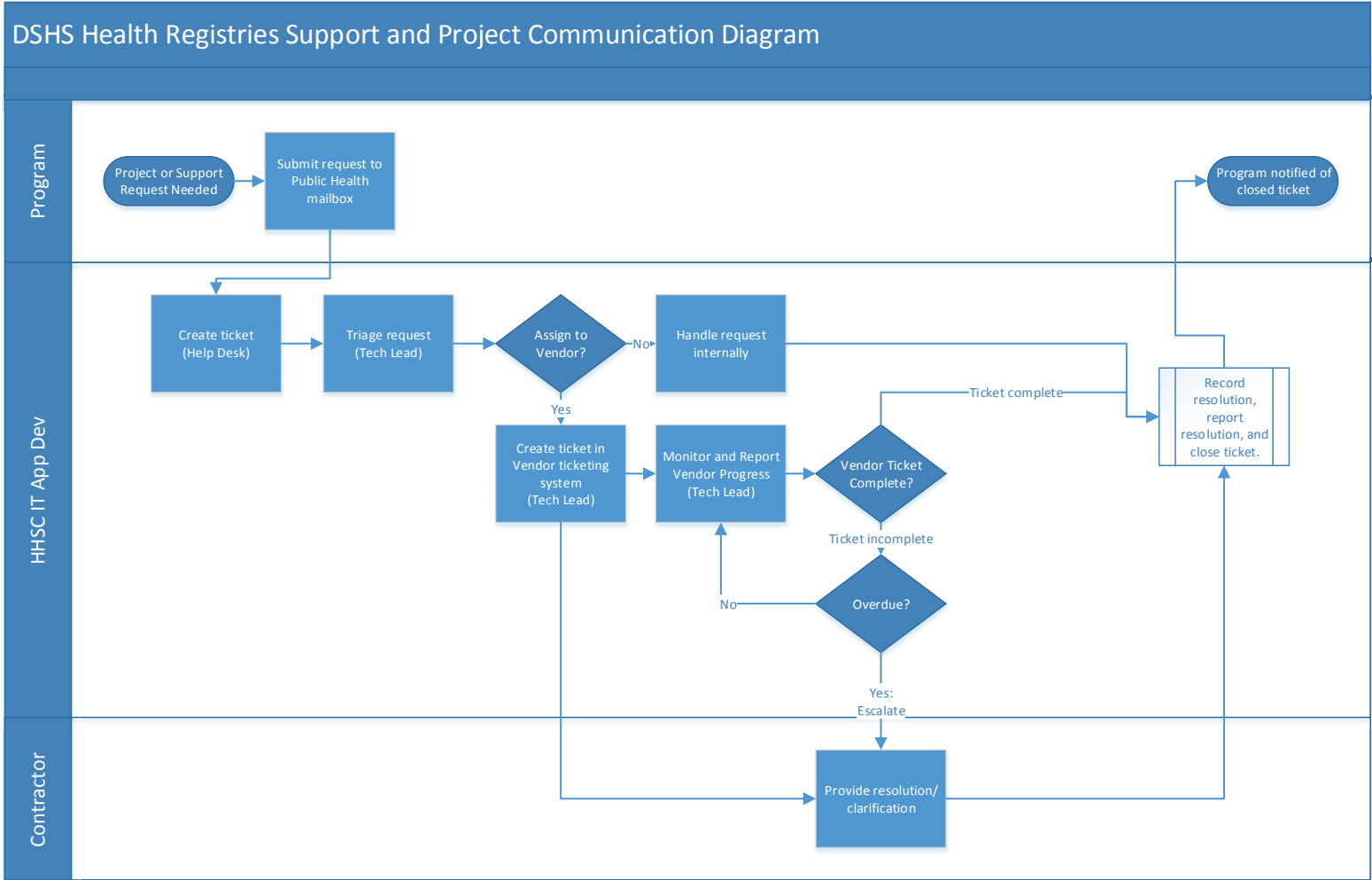
3.3 COMMUNICATION STAKEHOLDERS

Information in requirements are reviewed at regularly scheduled DSHS Contractor interlock workgroups for DDI, SRR, Maintenance meetings to ensure that stakeholders and communication requirements are met throughout the life of the project.

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

TEXAS
**Health and Human
Services**

Exhibit 12 - DSHS Health Registries Process Guide

3.4 COMMUNICATION PROTOCOL

For each registry, the primary point of contact for all communication will be the contract manager or their designee. Communication purposes includes, but is not limited to business, technical, and invoicing related matters.

1. Courtesy copies for all written correspondence should be sent to the designated contract manager assistant or contract manager admin team as prescribed by the contract manager.

Program questions, issues and escalations must be triaged by DSHS program and HHSC IT App Dev Public Health.

1. Triaged questions, issues and escalations will be entered into a state approved repository by HHSC IT App Dev.

2. Contractor will have access to the state approved repository and will follow the state approved communication protocol in accordance with timeframes established in Exhibit 9 - KPMS and Liquidated Damages.

3.5 EMERGENCY COMMUNICATION PROTOCOL

When an emergency event arises, there is a need for a separate expedited communication process. The authority to declare an emergency resides with the Office of the Governor of the State of Texas, HHS Executive Commissioner or DSHS Commissioner and/or their designee.

If such emergency events arise at first mention (also notify the Conduent Project Manager and Conduent Account Manager at the earliest) the Contract Manager or designee may trigger the emergency communication protocol to elicit expedited responses for adding a new overlay, execute ad-hoc reports, or changes to the any health registry system. Some examples of emergency events are as follows:

1. Same day request for Legislative analysis,

2. public health emergencies (e.g. Zika),

3. declared disasters (e.g. Hurricane Harvey), and

4. grant opportunities with short turnaround time.

The steps are below indicate the emergency communication process to follow:

Step 1.) Emergency event is declared. Program leads will inform Contract Manager of emergency request(s). If needed, Contract Manager will inform the Contractor of emergency event for awareness.

Step 2.) Special requests from the Contract Manager or designee will be provided to the Contractor's emergency point of contact, either the contractor's Project Manager, Account Manager or both.

Step 3.) Contractor shall provide a High Level Effort (HLE) with timeline and cost associated to the emergency request to the Contract Manager within 24 hours or within a mutually agreed timeframe.

Step 4.) DSHS engages internal communication process (for approval of submitted HLE) and a decision to move forward is provided to the Contractor.

Step 5.) Contractor will provide requested services and may need to:

    a. Redirect Contractor staff or

    b. In the event Contractor is unable to redirect active DDI or active SRR resources, Contractor may need to obtain additional staff as requested by system agency. System agency will pay staff augmentation cost based on DIR NTE rates.

4   ISSUE RESOLUTION PROCESS

4.1 APPLICATION ISSUES (DEFECTS)

Application defects can be classified as:

    a. Pre-production defects for (UAT). UAT defects are all defects identified in the system during the UAT process. Contractor must correct all the defects based on the severities and timelines as indicated in KPM009. Defect severity will be agreed to mutually by both parties. Maintenance Service Level Agreement does not apply to the Pre-production defects.

Exhibit 12 - DSHS Health Registries Process Guide

The response times necessary to satisfy KPM009 are defined as follows:

Table 1 - UAT Response times to satisfy KPM009

Table 1 - UAT Response times to satisfy KPM009		
Severity	Description	Response
Severity 1	Critical (S1)	The Contractor must respond to Severity 1 UAT defects within 1-business day after the defect is created.
Severity 2	Major (S2)	The Contractor must respond to Severity 2 UAT defects within 3 - business days after the defect is created.
Severity 3	Medium (S3)	The Contractor must respond to Severity 3 UAT defects within 8-business days after the defect is created.
Severity 4	Minor (S4)	The Vendor must respond to Severity 4 UAT defects within 30-business days after the production defect is created or at a later date as agreed by DSHS.

Contractor "Response" is defined in section 4.4.

    b. Post-production defects (Production): Post production defects are:
      i. Warranty Defects - defects identified during the post UAT warranty period when the software is implemented in production. These defects are fixed by the contractor at no cost to the State with mutually agreed upon resolution dates.
      ii. Non blocker and cosmetic defects that were identified in UAT, but System Agency and the Contractor agreed to move the build to UAT ready and get these identified defects fixed in production under warranty with mutually agreed upon resolution dates.
      iii. Escaped Defects - All defects identified in production after the warranty period.

Registry defects now can be entered in the Contractor JIRA system by the named users for each Registry. Each Registry will have 2 or 4 named users who have access to the Contractors JIRA system for defect tracking based on the Registry Maintenance Service Level Agreement. Apart from the Registry named users, the contract manager will be a named user with complete access to all registries.

Exhibit 12 - DSHS Health Registries Process Guide

Registry team member with access to the contractor JIRA system will open a ticket in the Contractors JIRA system. Before opening the ticket in the contractor's JIRA system, Registry team member will check to make sure that the defect that is being opened in JIRA is a genuine defect and not a user error. Registry Team member will confirm the defect severity level in the JIRA System. Based on the Registry Maintenance Service Level Agreement, the response and resolution times will vary. Refer to Maintenance Service Level Agreement Document for details.

If a Sev 1 defect is opened during a holiday or after business hours, registry team member will call the help desk and after creating the ticket in the Contractor JIRA system. Refer to Maintenance Service Level Agreement Document for details.

4.2 SERVICE LEVEL ISSUES (RESPONSE TIMES)

Maintenance Service Level Agreement dictates the response and the resolution times only for post-production defects. Service Levels Bronze, Silver and Gold defects when created in Contractors JIRA system by the Registry team member will follow the response first followed by a resolution with mutually agreed upon timelines. Based on the respective service level each registry will have a response from the Contractor, followed by an actual resolution date. Refer to section 4.4 for details on the steps in the contractor response to post-production defect response.

Platinum Service level has its own KPM and the resolution times for the post-production defects are defined in Maintenance Service Level Agreement document. All defects created in Contractors JIRA system by the System Agency Registry team member for the Platinum level must be resolved by the prescribed timelines in the Maintenance Service Level document. Once a defect has been created for Platinum level, System Agency Registry team member must call the platinum support help desk number with the JIRA ticket information.

4.3 WEB SERVICES

For Web services issues, Registry Team member / HHSC IT support must create a ticket in the Contract JIRA system and must call the Contractor help desk Client Service Representative (CSR) and notify of any issue with the EMS Trauma Web Services m

In order for the KPM009 to apply, the Maven build used in Production must have passed the UAT benchmark. The UAT Benchmark is a set of performance and functional tests performed using a pre-defined dataset and documented test cases. This will be done on

a controlled environment that mirrors production, i.e. UAT. Once the Web service passes these tests, it can be moved to production.

4.4 WHAT RESPONSE MEANS:

After the System Agency Registry team member creates a JIRA system defect and assign it to the Contractor, the Contractor will respond to the defect based on the severity of the defect based on the pre-production or the post-production defect with all service levels except Platinum.

1. Contractor will comment/assign the JIRA defect indicating the resource working on the issue;
2. Contractor with the System Agency team completes a High level triage of the issue – assumes conversations with the program SME's;
3. Contractor will have regular updates on the JIRA ticket on the progress made;
4. Contractor will have a response provided (only for Severity 1 and Severity 2 defects) to the System Agency contact who created the issue and updates the JIRA with the information.
5. Conduct regular meetings mutually agreed to by both PM's to review all non-Severity-1 issues (Pre-production and post-production escaped defects); and
6. Contractor will create a mutually agreed upon resolution time for the defect. This resolution time is now updated in JIRA and the SLA will be applicable on this updated resolution time.

4.5 ISSUE ESCALATION PROCESS

All issues can be escalated to the System Agency Contract manager and the contract manager can reach out to the Contractor Account manager for issue escalation. If the contract manager and the Contractor Account manager cannot resolve the issue. The issue will be escalated to the DSHS and Vendor DDI, SRR, Maintenance Interlock Workgroups and follow the process. Refer to Vendor Organizational Chart and Project Personnel. (insert org chart and any additional verbiage as needed)

4.6 CORRECTIVE ACTION PLAN

Delay by System Agency: No Penalties on Contractor, mutually agreed upon timelines again. Changes to scope can change the timeline (mutually agreed).

Delay by Contractor - Activity or a deliverable

Acceptable delay - Corrective action plan from Contractor with a mutually agreed time lines. Does it impact other activities / deliverables? What are the consequences?

Unacceptable Delay - After the corrective plan is not met, KPM/LDs could be triggered.

5 BUSINESS GUIDELINES AND STANDARDS

5.1 PURPOSE OF BUSINESS GUIDELINES AND STANDARDS

Each Health Registry is required to follow state and federal guidelines. The following sections are broken down by each registry and provide a descriptive table showing business categories.

5.2 EMS/TRAUMA REGISTRY (BUSINESS)

5.2.1 EMS TRAUMA BUSINESS PROCESS STANDARDS AND PROCEDURES (BUSINESS)

In *Table 2- EMS/Trauma Registry Business Process Guide* below, the column "No." shows the sequence of categories. The column "EMS/Trauma Registry Business Categories" shows business standards, processes, and other processes. The column "Details" provides additional information regarding the category. The "Responsibility" column shows if it is Contractor, State or both parties responsibility to carry out the business category.

Table 2- EMS/Trauma Registry Business Process Guide

No.	EMS/Trauma Registry Business Categories	Details	Responsibility	
			Contractor	DSHS
1	Business Standards, i.e., NEMSIS, HL7, ICD codes, NTDB.	The system must adhere to all applicable business standards with a mutual effort between the contractor and the state. The contractor will assist by assigning resources at the direction of the state.	√	√
2	Business Process	See Figure 2.		√
3	Software Development Life Cycle (SDLC)	See SDLC process diagram section 8.1.	√	√
4	Detailed Testing Process	See 8.4.	√	√
5	Communication Plan	Between DSHS contract manager and Contractor regarding triggering KPMS/LDs. See Communication Plan.	√	√

In *Figure 2: EMS and Trauma High Level Business Process*, shows the EMS business high level business process.

Figure 2: EMS and Trauma High Level Business Process
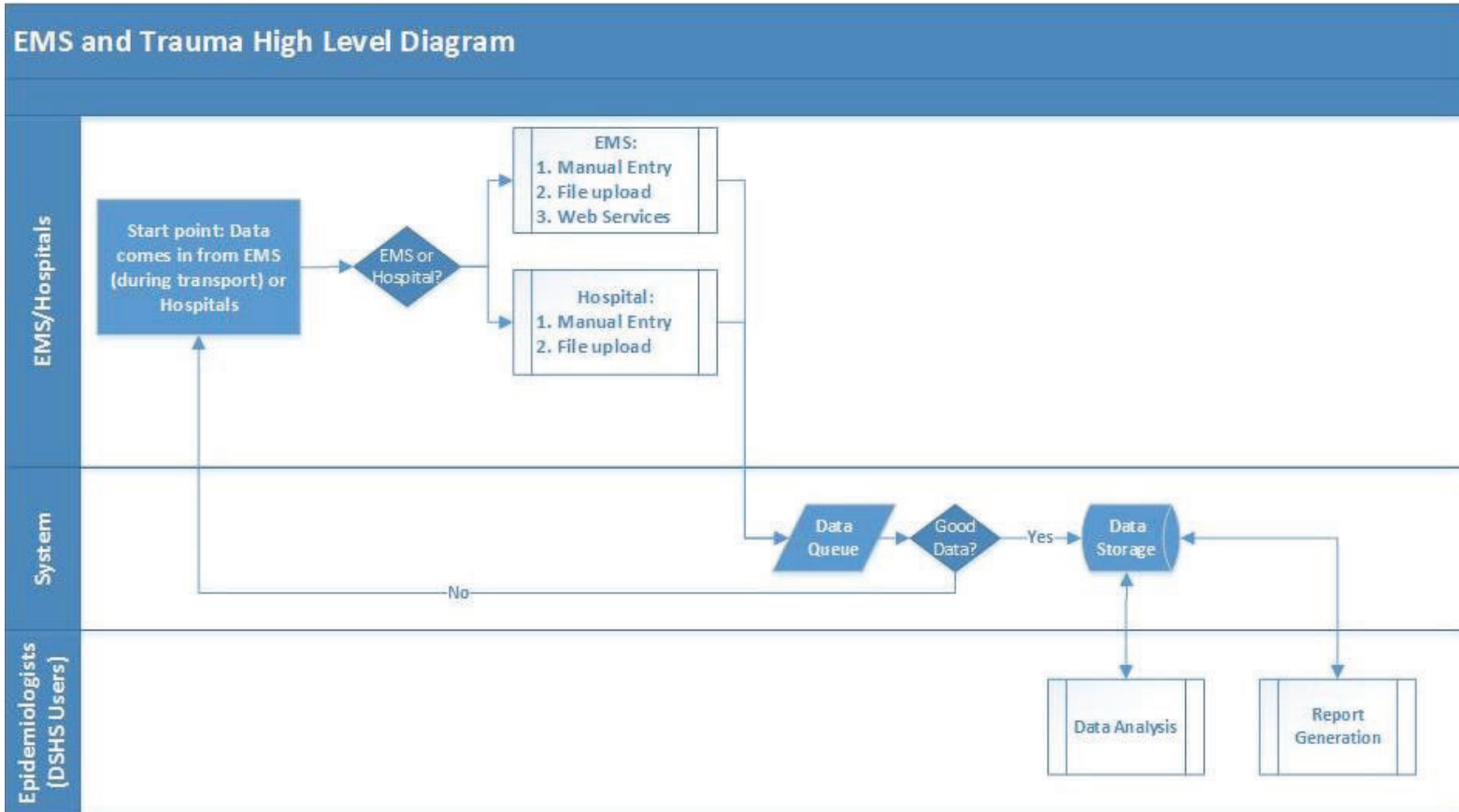
5.3 BIRTH DEFECTS REGISTRY (BUSINESS)

5.3.1   BIRTH DEFECTS REGISTRY BUSINESS PROCESS STANDARDS AND PROCEDURES

In *Table 3- Birth Defects Registry Business Process Guide* below, the column "No." shows the sequence of categories. The column "EMS/Trauma Registry Business Categories" shows business standards, processes, and other processes. The column "Details" provides additional information regarding the category. The "Responsibility" column shows if it is Contractor, State or both parties responsibility to carry out the business category.

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Table 3- Birth Defects Registry Business Process Guide

No.	Birth Defects Registry Business Categories	Details	Responsibility	
			Contractor	DSHS
1	Industry Standards, ICD codes, CPT codes.	The system must adhere to all applicable business standards as a mutual effort between the contractor and the state and contractor will assist by assigning resources at the direction of the state.		√
2	Business Process	See Figure 3 and Figure 4.		√
3	Software Development Life Cycle (SDLC)	See SDLC process diagram section 8.1	√	√
4	Detailed Testing Process	See section 8.4.	√	√
5	Communication Plan	Between DSHS contract manager and Contractor regarding triggering KPMS/LDs. See section 3.	√	√

Figure 3: Birth Defects High Level Business Process - page 1 and *Figure 4: Birth Defects High Level Business Process - page 2* shows the Birth Defect high level business process.

Figure 3: Birth Defects High Level Business Process - page 1
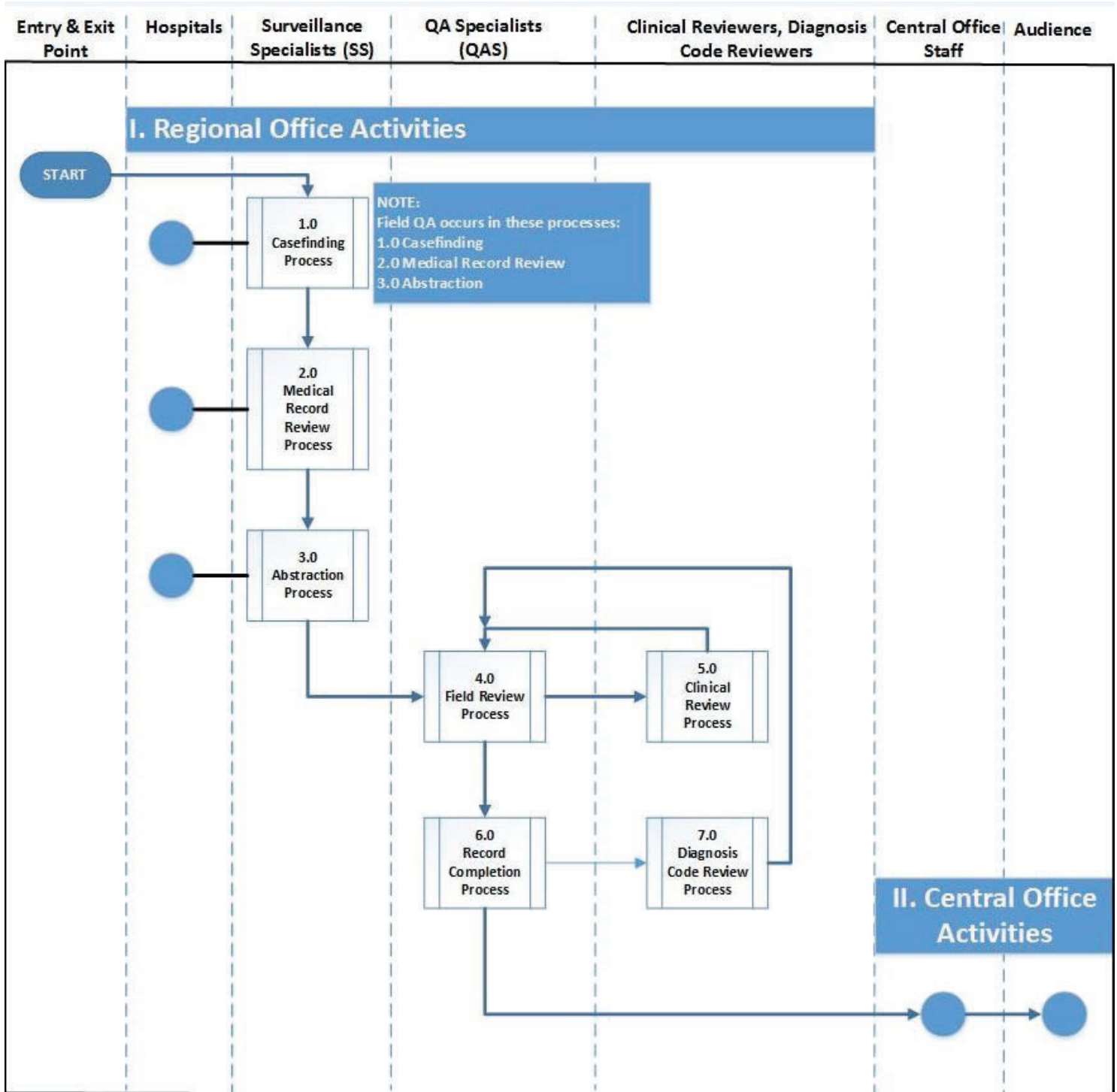
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Figure 4: Birth Defects High Level Business Process - page 2
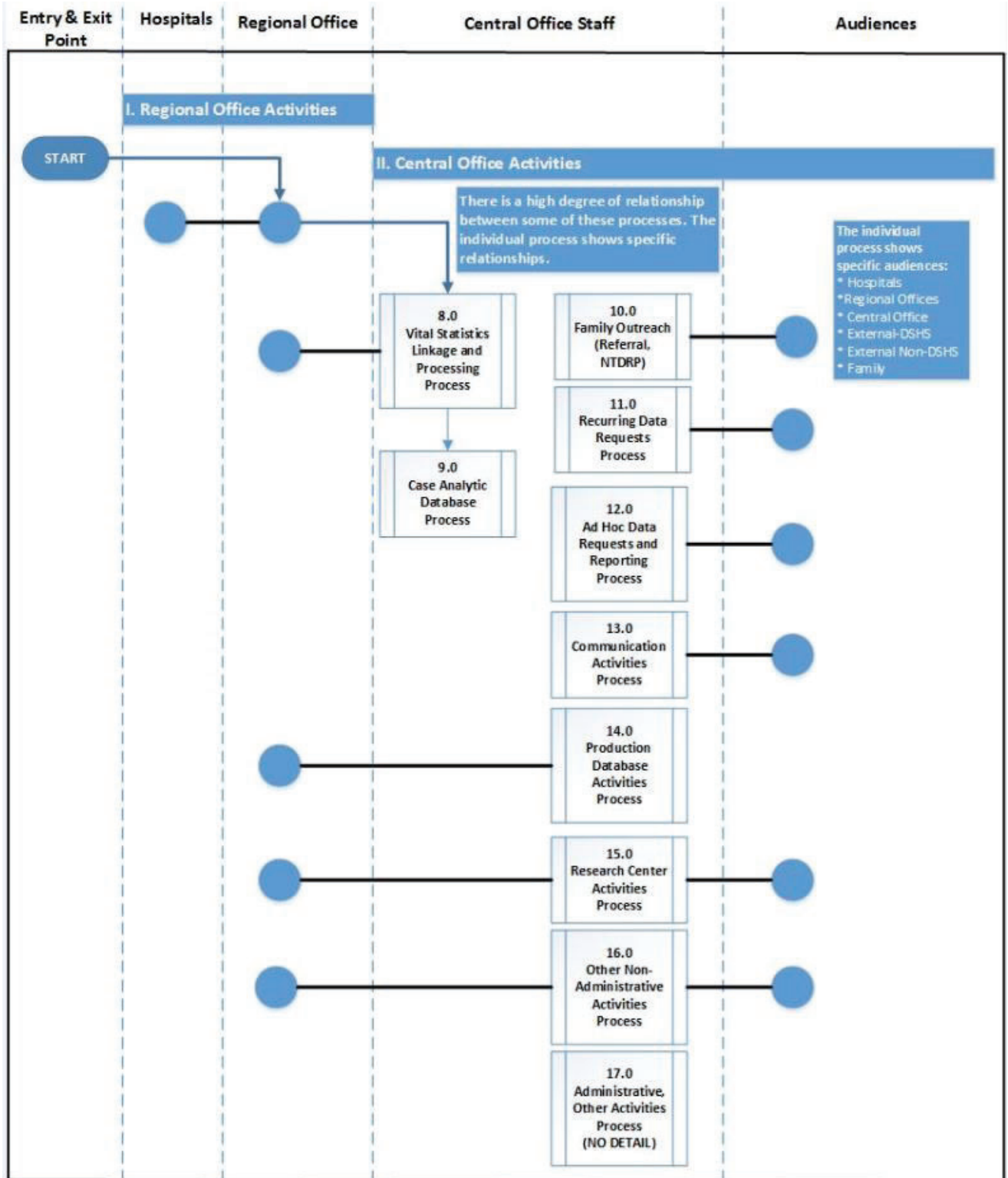
5.4 BLOOD LEAD REGISTRY (BUSINESS)

5.4.1   BLOOD LEAD BUSINESS PROCESS STANDARDS AND PROCEDURES

In *Table 4- Blood Lead Registry Business Process Guide* below, the column "No." shows the sequence of categories. The column "EMS/Trauma Registry Business Categories" shows business standards, processes, and other processes. The column "Details" provides additional information regarding the category. The "Responsibility" column shows if it is Contractor, State or both parties responsibility to carry out the business category.

Table 4- Blood Lead Registry Business Process Guide

No.	Blood Lead Registry Business Categories	Details	Responsibility	
			Contractor	DSHS
1	Industry Standards, i.e., HL7, ICD codes, NEDDS, and CDC reporting guidelines.	The system must adhere to all applicable business standards as a mutual effort between the contractor and the state and contractor will assist by assigning resources at the direction of the state. Outbound data formats for reporting to CDC is structured to CDC reporting guidelines. Other extracts or exports can vary depending on the data request.	√	√
2	Business Process.	See process diagram infigure 5.		√
3	Software Development Life Cycle (SDLC)	See SDLC process diagram section 8.1	√	√
4	Detailed Testing Process	See section 8.4	√	√
5	Communication Plan	Between DSHS contract manager and Contractor regarding triggering KPMS/LDs. See section 3.	√	√

Figure 5: Blood Lead Business Processes shows the Blood Lead high level business process.

Figure 5: Blood Lead Business Processes
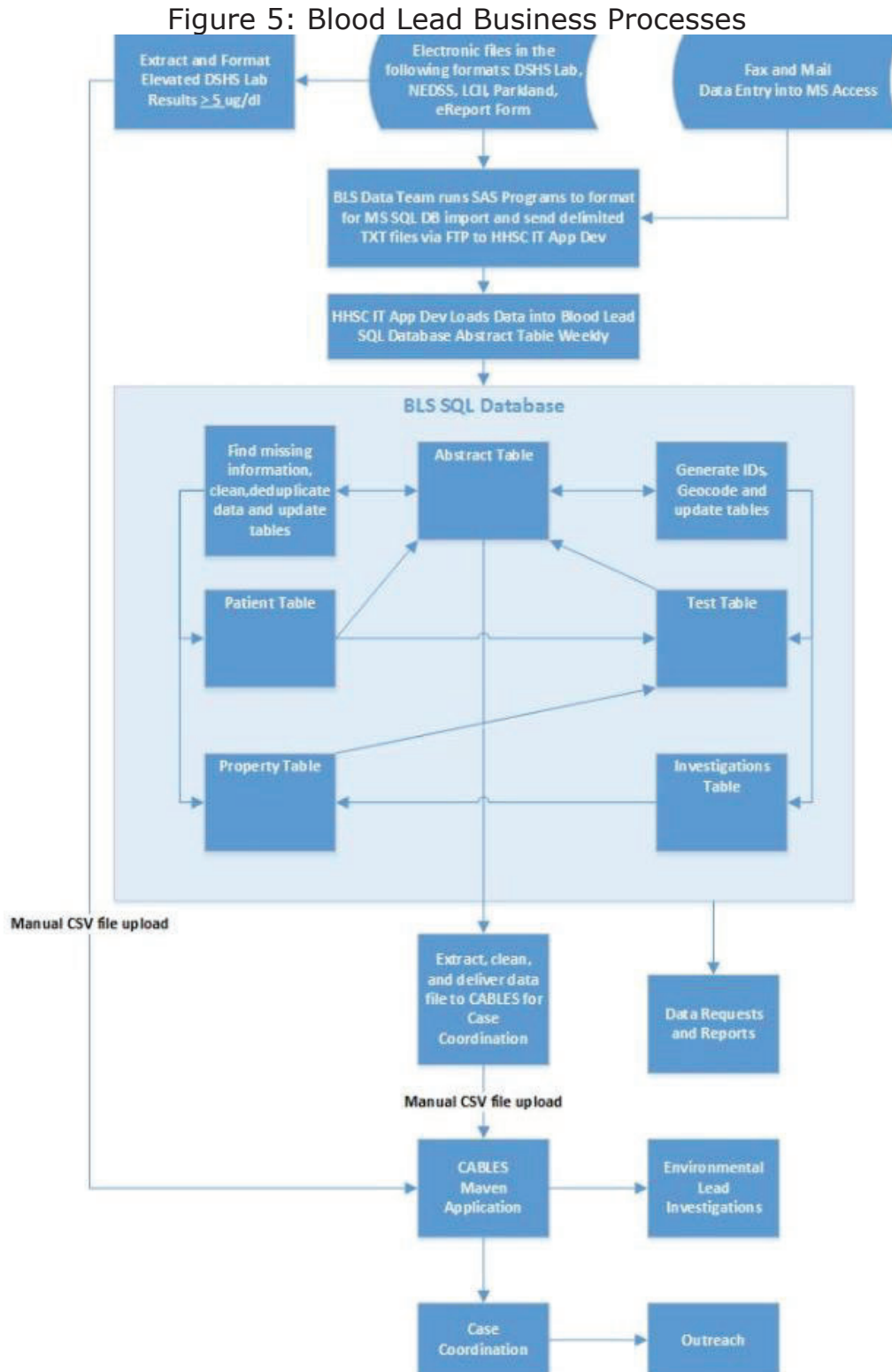
5.5 TXHSN REGISTRY (BUSINESS)

5.5.1   TXHSN BUSINESS PROCESS STANDARDS AND PROCEDURES

In *Table 5- TxHSN Registry Business Process Guide* below, the column "No." shows the sequence of categories. The column "TxHSN Business Categories" shows business standards, processes, and other processes. The column "Details" provides additional information regarding the category. The "Responsibility" column shows if it is Contractor, State or both parties responsibility to carry out the business category.

Table 5- TxHSN Registry Business Process Guide

No.	TxHSN Registry Business Categories	Details	Responsibility	
			Contractor	**DSHS**
1	Business Standards, i.e., CDC, ICD codes, etc.	The system must adhere to all applicable business standards as a mutual effort between the contractor and the state and contractor will assist by assigning resources at the direction of the state.	√	√
2	Business Process	see figure 6.		√
3	SDLC	See SDLC process diagram section 8.1.	√	√
4	Detailed Testing Process	See section 8.4	√	√
5	Communication Plan	Between DSHS contract manager and Contractor regarding triggering KPMS/LDs. See section 3.	√	√

Figure 6: TxHSN High Level Business Process shows the Blood Lead high level business process.

Figure 6: TxHSN High Level Business Process

5.6 THISIS REGISTRY (BUSINESS)

5.6.1   THISIS REGISTRY BUSINESS PROCESS STANDARDS AND PROCEDURES

Table 6- THISIS Registry Business Process Guide below, the column "No." shows the sequence of categories. The column "EMS/Trauma Registry Business Categories" shows business standards, processes, and other processes. The column "Details" provides additional information regarding the category. The "Responsibility" column shows if it is Contractor, State or both parties responsibility to carry out the business category.

Table 6- THISIS Registry Business Process Guide

No.	THISIS Registry Industry Standards	Details	Responsibility	
			Contractor	DSHS
1	Industry Standards, i.e., HL7, ICD codes, Procedure Codes.			√
2	Business process	See tables in PAGES 24 - 31.		√
3	Software Development Life Cycle (SDLC)	See SDLC process diagram SECTION 8.1	√	√
4	Detailed Testing Process	See SECTION 8.4	√	√
5	Communication Plan	Between DSHS contract manager and Contractor regarding triggering KPMS/LDs. See section 3.	√	√

5.6.2   WORKFLOWS DESCRIBING BUSINESS PROCESSES FOR THISIS ACTIVITIES.

The following pages display tables showing workflows for HIV, STD, and TB.

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Workflows described in this page are applicable to: HIV surveillance staff

Workflow Category: HIV Data To Care Activities

Workflow Name	Description	Workflow Assign	Responsible Party	Qualifying Criteria	Exit Criteria	Question
Data to Care Require Follow-Up	When data to care initiation date is populated, then this will place the record in a DIS work queue	Jurisdiction	HIV Surveillance	A Data-to-Care Assignment is initiated and placed in worker's queue based on jurisdiction to which it is assigned	Assignment Outcome for the data-to-care assignment is populated	Case Assignment/ Field Record

Workflow Category: HIV Initial Assignment

Workflow Name	Description	Workflow Assign	Responsible Party	Qualifying Criteria	Exit Criteria	Question
HIV/AIDS Initial Assignment	New HIV/AIDS case is identified and is initially assigned to surveillance desk for reporting and PHFU	Jurisdiction	HIV Surveillance	Initial Status section is populated from a newly identified HIV lab. Surveillance desk will decide whether or not medical chart abstraction and/or partner services needs to be conducted	Initial assignment outcome is populated in the initial status section	Case Assignment/ Field Record
AIDS Assignment	Positive HIV case with evidence of AIDS. Needs follow-up to determine if a medical record abstraction for the case is needed.	Jurisdiction	HIV Surveillance	AIDS Investigation case assignment type is selected and investigation outcome is blank	Investigation outcome is updated and entered by user	Case Assignment/ Field Record

Workflow Category: HIV Surveillance Activities

Workflow Name	Description	Workflow Assign	Responsible Party	Qualifying Criteria	Exit Criteria	Question
HIV Medical Record Abstraction Needed	HIV Case that needs a medical record abstraction	Jurisdiction	HIV Surveillance	Medical record abstraction assignment is created and the assignment outcome is blank	Assignment outcome is updated and entered by the user	Case Assignment/ Field Record
Open HIV Surveillance Follow- Up	Case assignments for HIV Surveillance Desk	Jurisdiction	HIV Surveillance	HIV Surveillance assignment is created and the assignment outcome is blank	Assignment outcome is updated and entered by the user	Case Assignment/ Field Record

Workflow Name: The name of the query that describes the condition of the event. Each workflow name is a clickable link that will open a new screen that lists event(s) in that queue.

Description: Explanation of the condition of the event that caused it to be placed in this workflow

Workflow Assignment Type: Workflows are assigned and appear in a workflow queue either on an individual basis (user-based) or for multiple users who hold the same role (responsible party) and work within the same jurisdiction (jurisdiction- based). Events that appear in the queue of a user-based workflow will only be seen by a single user and must be completed by that person in order to complete the task and remove it from the queue (supervisors may also see some user-based workflows assigned to their staff for monitoring purposes, but they typically will not complete any tasks in these workflows). For jurisdiction-based workflows that appear in the queues of multiple users, the user responsible for handling specific workflow events will need to be identified by the jurisdiction itself. See chapter 5.1.1, Workflow Queue Screen, in the Core Manual for more information on this topic.

Responsible Party: The role/job function of the user who is responsible for handling the workflow

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Qualifying Criteria: The conditions that trigger an event to enter the workflow

Exit Criteria: The action(s) that must be taken on the part of the THISIS user to complete the task and have it removed from the workflow queue

Question Package: The Question Package (found in the Dashboard of an event) where the workflow is located

Workflows described in this page are applicable to: STD Disease Intervention Specialists (DIS) Staff

Workflow Category: STD DIS Activities

Workflow Name	Description	Workflow Assignment Type	Responsible Party	Qualifying Criteria	Exit Criteria	Question Package
Infected Dispo Missing Morb	An infected disposition has been entered on a field record, but morbidity was not created for the case.	User	DIS	An infected disposition is selected for an instance of an STD and no morbidity created for the event. Workflow is based on the worker assigned to the field record.	Worker will create morbidity for the event and answer "Is this a new case?" = Yes for dispositions C and D and "Is this a new case?" = Yes or No for disposition E.	Case Assignment/ Field Record
K Dispos - No/Incomplete OOS Assignment	A 'K' disposition was entered on the field record, but the case has not been assigned for out of state investigation	User	DIS	When a DIS closes a field record out and does not create an OOS assignment	Worker will create an OOS assignment	Case Assignment/ Field Record
Expected In	Once the expected in date of a patient has past, the DIS will be prompted to either check the status of the appointment or attempt to contact patient again to set up another expected in date.	User	DIS	When a patient is identified as expected in in the Field Record case assignment and the expected in date has past, this will be placed in the workers workflow.	Worker will disposition the field record or change the expected in date to a future date	Case Assignment/ Field Record
FR Pending Labs	Once three days post pending labs of a patient has passed, the DIS will be prompted to check the status of the labs (USER SPECIFIC)	User	DIS	When a patient is identified as having pending labs within the Field Record case assignment, and the auto- generated date is more than 3 days, event will be placed in the worker's workflow	Worker will disposition the field record	Case Assignment/ Field Record
Open CS Investigation	Congenital Investigations assigned to user	User	DIS	When a Congenital Investigation is assigned to a worker, event will be placed in the worker's workflow	Assignment outcome will be completed for the Congenital Investigation assignment	Case Assignment/ Field Record

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Open Field Records	All Open Field Records (i.e. no disposition)	User	DIS	When a Field Record case assignment is assigned to a worker, the event will be placed in the worker's workflow	Field record will be removed from the workflow once the field record has a disposition	Case Assignment/ Field Record
Open Interview Records	List of open interview records assigned to user	User	DIS	When an Interview is case assignment is assigned to a worker, the event will be placed in the worker's workflow	Interview Record will be removed from the workflow once the FLS approves the case for closure	Case Assignment/ Field Record
Open Reinterview Records	Reinterviews assigned to user	User	DIS	When a reinterview case assignment is assigned to a worker, the event will be placed in	Reinterview will be removed from the workflow once the worker selects an assignment outcome for the Reinterview case assignment	Case Assignment/ Field Record
Partner/Cluster FR Needed	A field record needs to be generated for a partner or cluster	User	DIS	When a Partner/Cluster is created and no field record is generated for that partner/cluster	Field record needs to be generated for a partner or cluster on this event or referral basis needs to be changed to "M - Marginal"	Partner/Clusters

Workflows described in this page are applicable to: STD First Line Supervisors (FLS)

Workflow Category: STD FLS Activities						
Workflow Name	**Description**	**Workflow Assignment Type**	**Responsible Party**	**Qualifying Criteria**	**Exit Criteria**	**Question Package**
CS Investigation Review and Classification Approval	FLS review and approval of congenital investigation	Jurisdiction	FLS	When a worker has completed a congenital syphilis investigation and selected "Submit to FLS," event will be placed in the FLS workflow	"Supervisor Approval" is selected	Congenital Syphilis
Case Closure Approval	Cases submitted for closure by DIS that need FLS approval	Jurisdiction	FLS	When a worker has identified a case as ready for approval	"Approved for Closure" is selected by the FLS	Case Assignment/Field Record

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FR Dispo Approval	Once a disposition is saved for a field record, the FLS will review and approve the disposition	Jurisdiction	FLS	A field record in case assignment is dispositioned placed in the FLS workflow for approval	Field record will be removed from the workflow once the FLS approves/disapproves of the disposition	Case Assignment/Field Record
Inadequate Treatment Approval	FLS will approve treatment if inadequate based on current CDC treatment guidelines	Jurisdiction	FLS	Treatment is determined to be inadequate by the Treatment Adequacy Processor and placed in the FLS workflow for review and approval	Will be removed from the workflow once the FLS selects "Treatment Adequacy Reviewed" and "Treatment Adequacy Override" are populated	Clinical
Reinterview Plan Approval	FLS Review of Reinterview Pursuits	Jurisdiction	FLS	ReInterview pursuits are filled out by the DIS and submitted to the FLS for review and approval	Will be removed from the workflow once the FLS selects "Supervisor Approval"	Case Assignment/Field Record
CS Investigation Pending	The patient has an identified pending congenital syphilis investigation	Jurisdiction	FLS	When a woman is identified as being pregnant during a syphilis event, CS investigation is automatically populated as "Pending"	Will be removed from the workflow once the CS investigation is changed to either "Completed" or "Not Completed"	Clinical
Open Assignment No User	Open FRs, IXs, ReIXs, and CS Investigations with no user assigned. FLS need to review these open assignments and assign them to a worker.	Jurisdiction	FLS	Assignment is open with no user assigned	User field is populated	Case Assignment/Field Record

Workflow Category: STD FLS Monitoring Activities

Workflow Name	Description	Workflow Assignment Type	Responsible Party	Qualifying Criteria	Exit Criteria	Question Package

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Open FR >3 Days	Field record initiation date is equal to or greater than 3 days	Jurisdiction	FLS	All open field records greater than 3 days will be placed in this workflow	When open field records are dispositioned, they will be removed from this workflow	Case Assignment/Field Record
Open IX >21 Days	Interview assign date is greater than or equal to 21 days for FLS review	Jurisdiction	FLS	All interview records greater that 21 days will be placed in this workflow	When the interview records are approved for closure by the FLS, they will be removed from this workflow	Case Assignment/Field Record
Open Assignments	Open FRs, IXs, ReIXs, and CS Investigations. This workflow contains all of the open assignments that have been assigned to a user in the jurisdiction.	Jurisdiction	FLS	All open assignments will be shown in this workflow per jurisdiction	Events will be removed from this workflow as assignment outcomes are populated	Case Assignment/Field Record

Workflow Category: STD Initial Assignment

Workflow Name	Description	Workflow Assignment	Responsible Party	Qualifying Criteria	Exit Criteria	Question Pack
Field Follow-Up to be Assigned	A field record or interview only record needs to be initiated for this case.	Jurisdiction	FLS or STD Surveillance (depending on jurisdiction)	Lab came into system triggering initial status of field follow- up	Field record or interview only must be assigned for the question, "Is this a field record or interview only?" in the Case Assignment/Field Record Information section	Case Assignment /Field Record

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CT/GC Initial Assignment	When pharyngeal or rectal GC is identified in a male patient through a positive lab result.	Jurisdiction	FLS	All rectal and phyrangeal and rectal GC labs for males will be initiated for public health follow-up	Initial assignment outcome is populated	Case Assignment /Field Record
New Syphilis Event Supervisor Approval	New syphilis event is created which meets the "Supervisory Approval Needed" on the syphilis reactor grid is initially assigned to the supervisor for review and decision whether to conduct PHFU or not	Jurisdiction	FLS	Lab came into the system, which triggers initial status of supervisory approval needed.	Supervisor updates initial assignment outcome	Case Assignment /Field Record
Syphilis Initial Assignment	New syphilis case is identified and is initially assigned to surveillance desk for PHFU	Jurisdiction	FLS	All syphilis events created that meet the syphilis reactor grid based on reactive labs, will be initiated for surveillance review and initiating for public health follow-up	Initial assignment outcome is populated	Case Assignment /Field Record

Workflows described in this page are applicable to: STD surveillance staff

Workflow Category: STD Initial Assignment						
Workflow Name	**Description**	**Workflow Assignment Type**	**Responsible Party**	**Qualifying Criteria**	**Exit Criteria**	**Question Package**
Field Follow-Up to be Assigned	A field record or interview only record needs to be initiated for this case.	Jurisdiction	FLS or STD Surveillance (depending on jurisdiction)	Lab came into system triggering initial status of field follow- up	Field record or interview only must be assigned for the question, "Is this a field record or interview only?" in the Case Assignment/Field Record Information section	Case Assignment/Field Record

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Workflow Category: STD Surveillance Activities

Workflow Name	Description	Workflow Assignment Type	Responsible Party	Qualifying Criteria	Exit Criteria	Question Package
CT/GC Morb Missing Fields	When morbidity for CT/GC is generated from lab import and fields are missing that are required for reporting	Jurisdiction	STD Surveillance	Any CT/GC labs (which create morbidity) with missing reporting required fields will be placed in this workflow	Once the required morbidity fields are entered, these events will be removed from the workflow	Morbidity
Open STD Surveillance Follow-up	Case assignments for STD Surveillance Desk	Jurisdiction	STD Surveillance	Any open surveillance follow-up will appear in this workflow	Once "Assignment Outcome" is populated, this event will be removed from the workflow	Case Assignment /Field Record

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Workflows described in this page are applicable to: Central Office Surveillance   Staff

Workflow Category: ELR						
Workflow Name	**Description**	**Workflow Assignment Type**	**Responsible Party**	**Qualifying Criteria**	**Exit Criteria**	**Question Package**
Missing Lab Test Name	Manually or automatically imported laboratory reports missing the resulted test name	Central Office	Surveillance	Resulted lab test result is missing the name for the test	Resulted lab is no longer missing the name for the test	Lab Results
New Performing or Sending Laboratory	Events with at least one Lab Result that does not have either the Performing Laboratory Name or the Sending Laboratory Name field populated.	Central Office	Surveillance	Lab facility name or sending lab name is missing	Lab facility name is entered	Lab Results
Unknown Event	This workflow contains events that were not able to be matched to an existing disease product based on their LOINC code or the combination of the LOINC and SNOMED code coming from the ELR message.	Central Office	Surveillance	Unknown product code event is generated	Product code, test and result are updated	Lab Results
Missing Collection Date	This workflow will be for any TB, HIV, or STD events that have at least one lab report that is missing a collection date	Central Office	Surveillance	Collection date is missing from the lab results	Collection date is entered	Lab Results
Missing Lab Result	This workflow will be for any TB, HIV, or STD events that have at least one Lab Result that is missing a value in both the Result and Result Value fields for the Resulted Test.	Central Office	Surveillance	Lab result is missing from lab report	Lab result is updated and entered	Lab Results
Missing Received Date	This workflow will be for any TB, HIV, or STD events that have at least one lab report that is missing a receive date	Central Office	Surveillance	Lab received date is missing from the lab report	Lab receive date is updated and entered	Lab Results

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Workflows described in this page are applicable to: Central Office HIV & STD Staff

Workflow Category: HIV/STD OOS Activities

Workflow	Description	Workflow	Responsible	Qualifying Criteria	Exit Criteria	Question
OOS Follow-up Needed	Cases needing follow-up with another out of state jurisdiction	Central Office	ICCR	An out-of-state case assignment is generated for partner services and assigned to the central office staff responsible for contacting the other state	Assignment outcome for the OOS Follow-Up assignment is populated	Case Assignment/Field Record
OOS Record Search Needed	Cases needing record search with another out of state jurisdiction	Central Office	ICCR	An out-of-state case assignment is generated for record search and assigned to the central office staff responsible for contacting the other state	Assignment outcome for the OOS Follow-Up assignment is populated	Case Assignment/Field Record

Workflow Category: HIV/STD OOS Activities

Workflow Name	Description	Workflow Assignment Type	Responsible Party	Qualifying Criteria	Exit Criteria	Question Package
CS Investigation Review and Classification Approval	FLS approves CS investigation and submits for central office approval	Central Office	CS Coordinator	FLS approves the congenital report and the report is then submitted to Central Office for review and approval	Question "CO Approval" is populated by central office staff	Congenital
CS FIMR Eligibility	Alert staff to review congenital syphilis cases for FIMR selection	Central Office	CS Coordinator	Eligible for FIMR review is "Yes" in the congenital question package and placed in the workflow for central office staff	Approve for FIMR is populated by central office staff	Congenital
Open Assignment - No Jurisdiction Assigned	Open FRs, IXs, ReIXs, and CS Investigations where no Jurisdiction was assigned. These need to be reviewed and assigned by central office.	Central Office	Central Office STD Surveillance	Assignment is open with no jurisdiction assigned	Jurisdiction is assigned for the assignment	Case Assignment/Field Record
CS Investigation Not Completed	Central Office approval needed for congenital syphilis investigation not completed	Central Office	PHFU Consultant	Female patient is identified as pregnant during syphilis event and congenital investigation status is "Not Completed" and placed in a workflow for central office	Question "CO Approval" is populated by central office staff	Clinical

Workflows described in this page are applicable to: Central Office TB   Staff

Workflow Category: TB Labs

Workflow Name	Description	Workflow Assignment Type	Responsible Party	Qualifying Criteria	Exit Criteria	Question Package
Missing Initial Susceptibility Tests	Notification will be sent to manager's queue when initial Susceptibilities are missing.	Central Office		Final isolation collection date is missing	Collection dates are entered	Lab Results
Final Susceptibilities	When there has been more than 30 days since initial susceptibilities and there are no final susceptibilities.	Central Office		Final isolation collection date is missing and initial collection date was greater than 30 days prior	Collection date is entered	Lab Results

The Technical Guidelines and standards follow the HHCS IT Application Development principles. HHSC IT Application Development principles include Dev/Ops practices and methods. The process embraces change in the business environment and technology landscape, with a focus on swiftly delivering value to the Business Area by providing transparency to achieve the desired outcomes. Achieving Business value by delivering high quality working software to meet the Business Area's needs in an expedient and efficient manner.

6 TECHNICAL GUIDELINES AND STANDARDS

6.1 PURPOSE OF THE TECHNICAL GUIDELINES AND STANDARDS

The purpose of this Section is to provide standardization across all health registries, architecture of each health registry, and other pertinent information in which the Contractor and DSHS technical SME's interact.

The following overall technical guidelines and standards expand across all Health Registries.

Table 7 - Overall Technical Guidelines and Standards

No.	Technical Categories	Details	Responsibility Contractor	DSHS
1	DSHS Development Cycle Methodology	Week 1 - 8 cycle set.		√
2	DSHS Change Management	See section 6.	√	√
3	Release Management	See section 5.	√	√
4	Configuration Management	Configuration script files and support is provided by the Contractor and App Dev is responsible for configuration management.	√	√

Exhibit 12 - DSHS Health Registries Process Guide

6.2 EMS/TRAUMA REGISTRY (TECHNICAL)

EMS Trauma Technical Guidelines and Standards below:

Table 8 - EMS/Trauma Registry Technical Guidelines and Standards

No.	EMS/Trauma Registry Technical Categories	Details	Responsibility	
			Contractor	DSHS
1	SDLC	See SDLC section 8.1		√
2	Change Management	See SDLC section 8.1 and Change Management section.	√	√
3	Release Management	See figures 7, 8, 9, .Also see SDLC section 8.4	√	√
4	Configuration Management	Configuration script files and support is provided by the Contractor and App Dev is responsible for configuration management.	√	√
5	App Dev Testing Process	See section 8.1 and SDLCsection 8.4	√	√

6.2.1 EMS Trauma New Requirements Process

EMS Trauma Program staff may need additional functionality which requires analysis and requirement documentation. See

Figure 7 - EMS Trauma New Requirements(s) Process for details.

Figure 7 - EMS Trauma New Requirements(s) Process
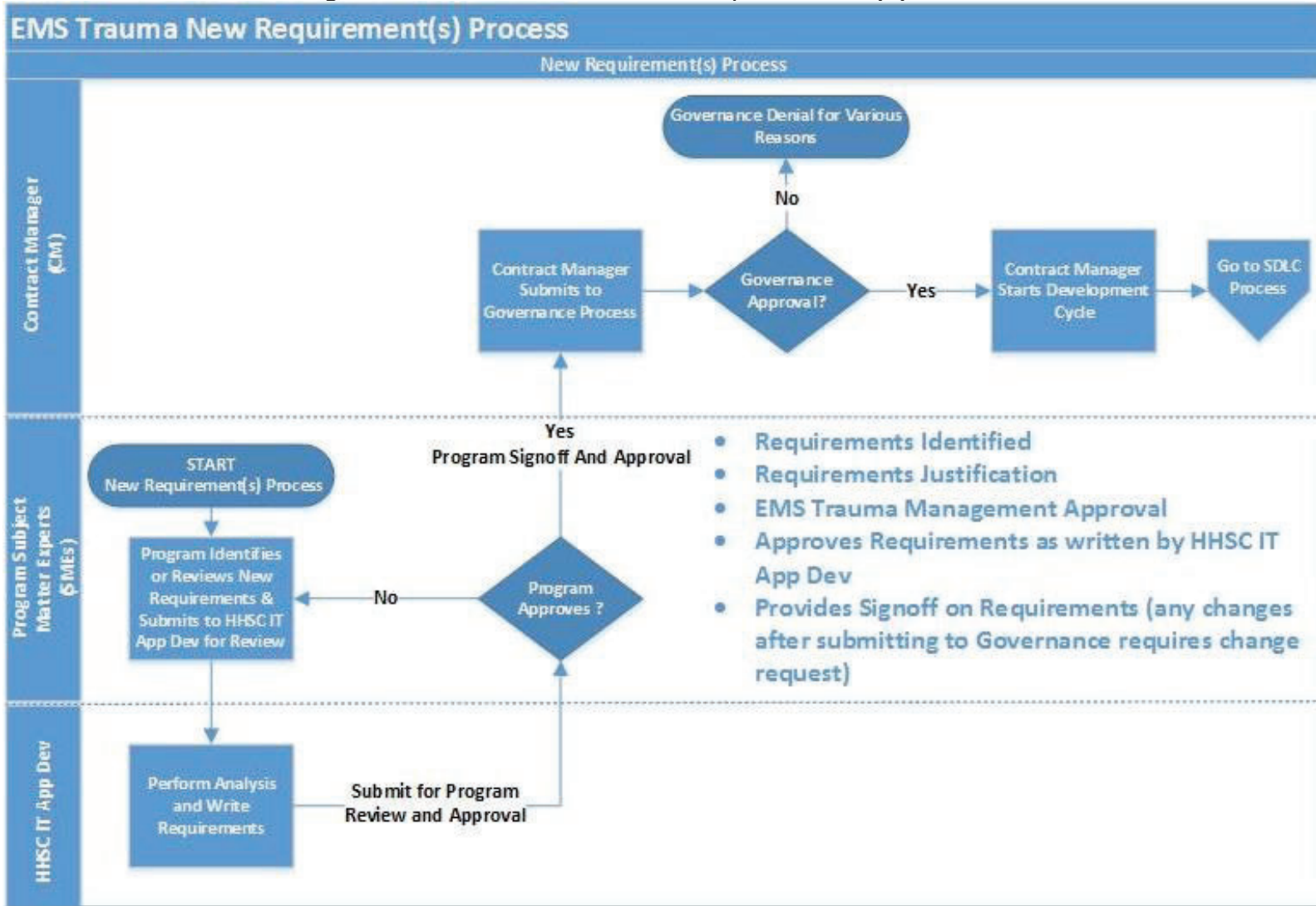
6.3 BIRTH DEFECTS REGISTRY (TECHNICAL)

Birth Defects Registry, Technical Guidelines and Standards below:

Table 9- Birth Defects Registry Technical Guidelines and Standards

No.	Birth Defects Registry Technical Categories	Details	Responsibility	
			Contractor	DSHS
1	SDLC	See SDLC Section 8.1		√
2	Change Management	See SDLC Section 8.1 and Change Managementsection,.	√	√
3	Release Management	See SDLC Section 8.1 and Release Management.	√	√
4	Configuration Management	Configuration script files and support is provided by the Contractor and App Dev is responsible for configuration management.	√	√
5	App Dev Testing Process	See SDLC section 8.1	√	√

6.4 BLOOD LEAD REGISTRY (TECHNICAL)

Blood Lead Registry, Technical Guidelines and Standards below:

Table 10- Blood Lead Registry Technical Guidelines and Standards

No.	Blood Lead Registry Technical Categories	Details	Responsibility	
			Contractor	DSHS
1	SDLC	See SDLC Section 8.1		√
2	Change Management	See SDLC Section 8.1 and Change Managementsection,.	√	√
3	Release Management	See SDLC Section 8.1 and Release Management.	√	√
4	Configuration Management	Configuration script files and support is provided by the Contractor and App Dev is responsible for configuration management.	√	√
5	App Dev Testing Process	See SDLC section 8.1	√	√

6.5 TXHSN REGISTRY (TECHNICAL)

TxHSN Registry, Technical Guidelines and Standards below:

Table 11- TxHSN Registry Technical Guidelines and Standards

No.	TxHSN Registry Technical Categories	Details	Responsibility	
			Contractor	**DSHS**
1	SDLC	See SDLC Section 8.1		√
2	Change Management	See SDLC Section 8.1 and Change Managementsection,.	√	√
3	Release Management	See SDLC Section 8.1 and Release Management.	√	√
4	Contractor Configuration Management	Configuration script files and support is provided by the Contractor and App Dev is responsible for configuration management.	√	√
5	App Dev Testing Process	See SDLC section 8.1	√	√

6.6 THISIS REGISTRY (TECHNICAL)

THISIS Registry, Technical Guidelines and Standards below:

Table 12- THISIS Registry Technical Guidelines and Standards

No.	THISIS Registry Technical Categories	Details	Responsibility	
			Contractor	DSHS
1	SDLC	See SDLC Section 8.1		√
2	Change Management	See SDLC Section 8.1 and Change Managementsection,.	√	√
3	Release Management	See SDLC Section 8.1 and Release Management.	√	√
4	Contractor Configuration Management	Configuration script files and support is provided by the Contractor and App Dev is responsible for configuration management.	√	√
5	App Dev Testing Process	See SDLC section 8.1	√	√

7 DELIVERABLE ACCEPTANCE CRITERIA

7.1 The purpose of the deliverable acceptance criteria

This Section is to outline the steps which the state and the contractor will work together to prioritize work, provide document deliverables, and specify what is considered acceptable by both parties.

1. The DSHS contract manager or their designee will meet with the Contractor, as needed, to prioritize project work and coordinate document deliverables as agreed to by both parties.

2. The DSHS contract manager or their designee has the authority to review, revise and provide feedback to the Contractor's submitted document deliverables.

    a. After the review is complete by the contract manager or their designee, if necessary, the deliverables will be returned to the Contractor for correction.

    b. After Contractor makes corrections, the Contractor must resubmit the document deliverables back to the contract manager or their designee for acceptance based on the DSHS specified timeframe.

3. If the document deliverable continues to not pass DSHS expectations the review process will continue with DSHS feedback until acceptance is achieved.

4. Contractor work is divided into the following:

    a. Any DDI, SRR, maintenance SLA, and annual maintenance is considered a service deliverable, meaning software development services and or software products are approved by and delivered to the system agency.

    b. Any document deliverable as stated and defined in Exhibit 5.4 - DSHS Health Registries Deliverables as appended in SOW is considered by the state as a non-service deliverable, however in this contract the term 'document deliverable' will be used in lieu of non-service deliverables.

5. Acceptance criteria for deliverables shall be clearly and unambiguously set forth in Exhibit 5.4 - DSHS Health Registries Deliverables as appended in SOW

6. The parties may mutually agree to tailor any acceptance criteria in as much detail as possible, as early as possible as documented in Exhibit 5.4 - *DSHS Health Registries Deliverables as appended in SOW.* **Any variation from the acceptance criteria for a deliverable in a particular project or SRR will be**

mutually agreed to and documented in the Process Guide in the appendices that cites the particular project or SRR.

7. The acceptance process to address any deficiencies in a deliverable will be documented in writing by the state describing evidence failing to meet the acceptance criteria as follows:

    a. After the system agency initial review determines one or more deliverables are deficient the system agency will report the deficiencies back to the contractor in one complete set by the end of the agreed to review period.

    b. Contractor shall be granted a period of time, mutually agreed in writing to correct any documented deficiencies.

    c. Comments made on any deliverables submitted a second time (after the initial correction of deficiencies) shall pertain only to the new/updated content. If after the second review, the State determines the deliverable to be unacceptable, the Contractor shall meet with the State to discuss each comment in order to reach a joint resolution.

    d. Acceptance shall be deemed given for any deliverable that has not been explicitly accepted or rejected in writing with a list of deficiencies by the deadline or that has been used for its intended purpose in a production environment and acceptance shall be irrevocable.

8 SDLC PROCESS

8.1 PURPOSE OF SYSTEM DEVELOPMENT LIFECYCLE (SDLC)

The purpose of the SDLC process is to standardize all development across each Maven application instance. The SDLC process enforces standardization for each health registry to alleviate miscommunication, align development processes with industry standards, and ensure unanimity. Refer to **Error! Reference source not found.** for the SDLC process flow.

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Exhibit 12 - DSHS Health Registries Process Guide
Figure 8: Software Development Life Cycle (SDLC)

DSHS Registries Services Software Development Life Cycle (SDLC)
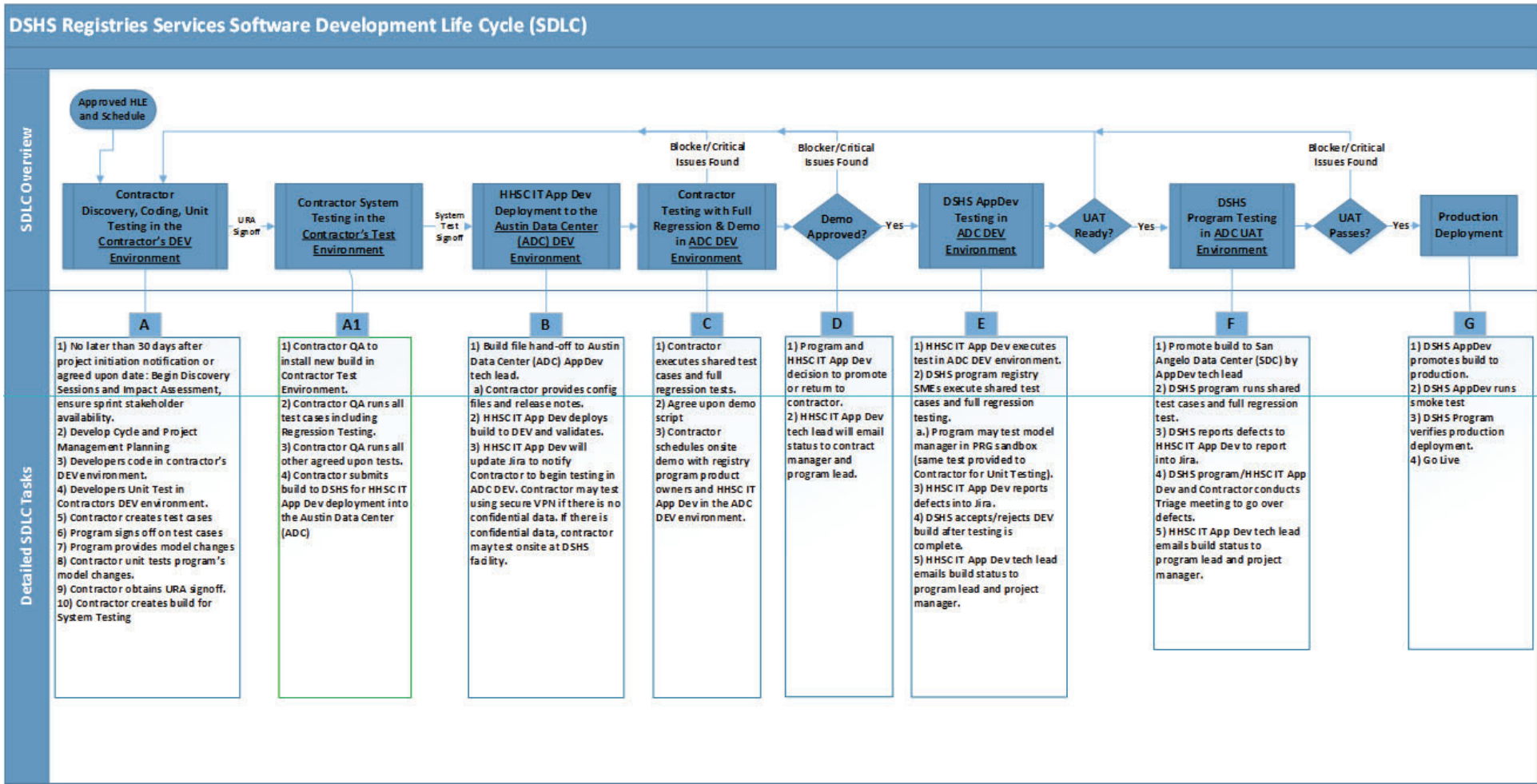
Notes for Section A in the above SDLC Diagram:

- All DSHS development activities, including, but not limited to model development must be coordinated and planned to incorporate into the build in the appropriate timing.

- The above also include DSHS test cases and test data.

- URA Signoff will include both Contractor and DSHS components

Notes for Section C in the above SDLC Diagram:

- Contractor will use their test tools and execute the same test cases that was executed in A

Overall Notes for SDLC Diagram:

- Contractor will need requisite access and necessary tools to be deployed on ADC environment to troubleshoot environment related issues

CHANGE MANAGEMENT

Change Management will handle not only scope changes where the root cause is either defects or new requirements, but also issues that impact the schedule of deliverables and milestones. Scope change defects not tied to a specific requirement shall be documented and prioritized as part of the formal Change Control Process as outlined in the Change Management Plan in 8.1.1. The diagram below illustrates the process for triaging, tracking, and implementing change requests. It is important to note that the process is integrated with both HLE and SDLC processes. (Add the Change Request form to the appendices) The diagram in 8.1.2 outlines the process for changes in the schedule.

8.1.1 Change management Process Flow

See *Figure 9: Health Registries Portfolio - Change Management Process* for the change management process flow.

Figure 9: Health Registries Portfolio - Change Management Process

DSHS Health Registries Change Management Diagram
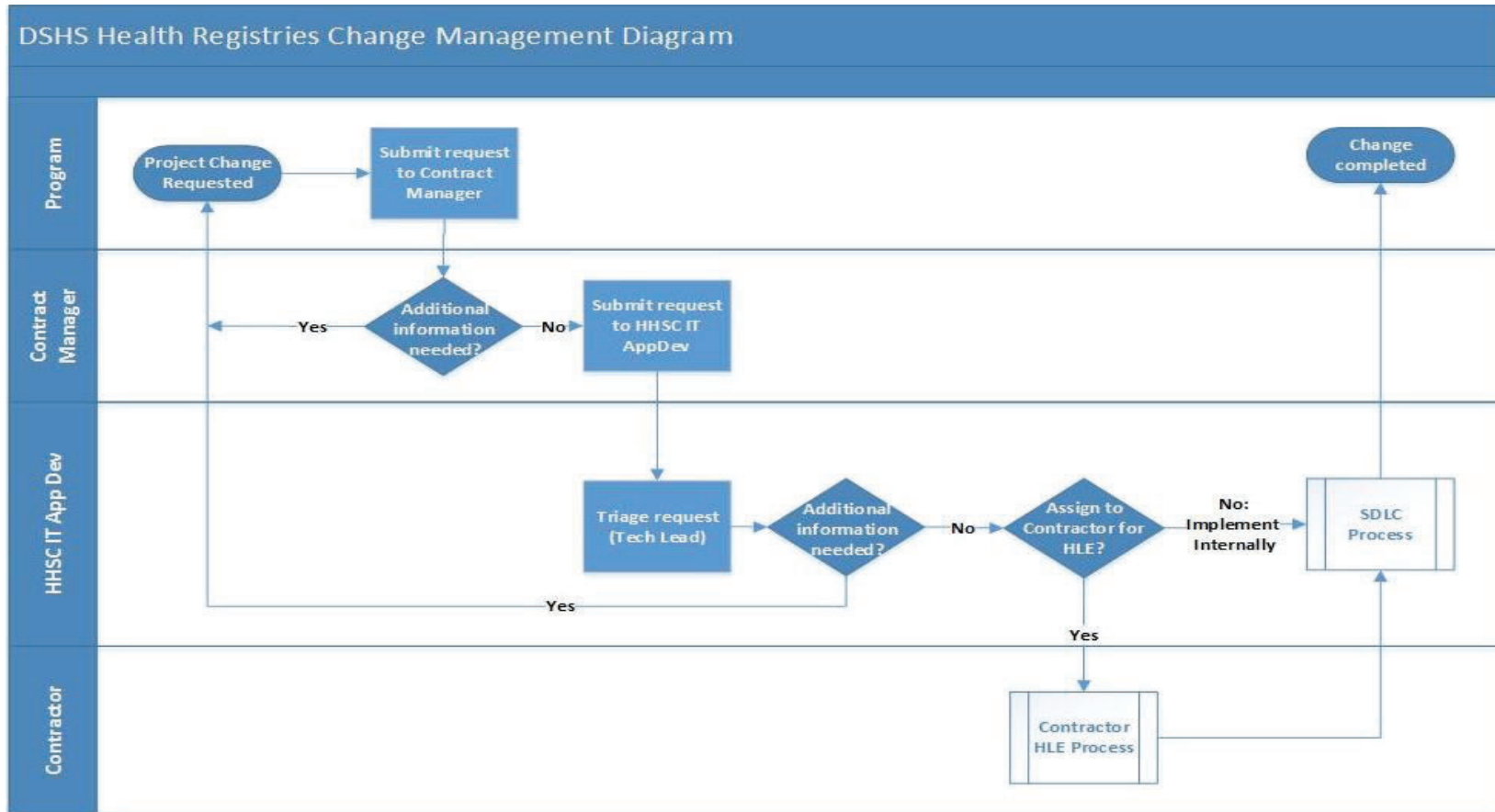
8.1.2 Change management process for Schedule Changes

The Change Control Process and Change Management Process Flow will also be utilized to adjust changes to the schedule. These changes may also have additional costs associated with the Schedule Change Request. Schedule Change Requests will be submitted for deliverables and major phases of the project that will be delayed. Root cause for the change in schedule will also be documented as part of the Schedule Change Request. (Process flow to be developed)

8.2   HIGH LEVEL ESTIMATE (HLE)

Note – The hours spent on coming up with the HLE will come out of the support hours as specified in the Metal SLA plans. If additional hours are required for the HLE beyond those currently available in the Maintenance Service Level, Contractor will obtain approval for these additional hours from System Agency.

For new projects (DDI or SRR) DSHS requests a high level estimate to be completed by the Contractor. The Contractor provides HLE to the DSHS Contract Manager or designee and will be routed through Governance.   The high level estimate request process is shown in Figure 13: High Level Estimate process

8.3 DETAILED REQUIREMENTS

8.3.1 Requirements Traceability

All Requirements and their associated Test Cases will be linked within the ALM (or State approved requirements management tool). This linkage will serve as the Test Traceability Matrix (TTM). This Matrix will ensure that for every Requirement there is a Test Case (or Cases) associated with it.

8.3.2 Detailed Requirement Format

All Requirements, as defined in the Statement of Work (SOW) and in Exhibit - 13 DSHS Health Registries Detailed Registry Requirements, must have at least one Test Case (or a Set of Test Cases) associated with it. The goal at the conclusion of UAT Testing is to ensure the intent of the requirement is met by the functionality provided by the system.

All Requirements will be entered/ loaded into JIRA (or State approved requirements management tool) and maintained by the Contractor and shall contain the following required attributes:

1. Requirement Number - unique identifier

2. Requirement Name – must be unique

3. Requirement Description – describes the Requirement in greater detail

4. Requirement Type – The type of the Requirement (ex. Functional)

5. Author – who entered the Requirement into ALM (or State approved requirements management tool)

6. Project Name – the name of the Project the Requirement is associated with

7. Product – the name of the Product the Requirement is associated with

8. Priority – can specify the Requirement's Priority

9. Path – the folder structure in ALM (or State approved requirements management tool) where the Requirement is located

Requirements must be checked in/out in JIRA (or State approved tool) when updates are being made. This prevents multiple testers from making updates to particular Requirements at the same time.

Table 13 - User Requirement Document is from Exhibit-5.4 DSHS Health Registries Deliverables as appended in SOW - showing expected delivery, frequency and a brief description of user requirement documents.

Table 13 - User Requirement Document

Phase	Operations
Expected Delivery	a) During the requirement analysis phase, the user requirement specification document will be completed jointly between the DSHS team and the contractor team, according to the timeframe in the mutually agreed to and approved project plan. When DSHS signs-off on this document at the requirements stage gate, this requirement document is considered final. b) Artifacts are created for each DDI project or SRR effort, by Registry.
Frequency	See above.
Description	Document content containing all approved user requirements, as described in the SDLC section of the DSHS Health Registries Process Guide.
Acceptance Criteria	The acceptance criteria will be based on all the items described above in the description section of this table. System Agency will review all vendor submissions for completeness. System Agency may request revisions as needed it the submission doesn't meet the outlined acceptance criteria.

8.4   TESTING PROCESS OVERVIEW

8.4.1 Testing Roles and Responsibilities

All functionalities are validated by the contractor. When the state requests Conduent to execute the test cases from ALM as part of every release, Conduent can execute the scenarios in addition to functional testing. Hours and cost would be provided from the fee schedule.

Testing roles and responsibilities are show in *Table 14 - Testing Roles and Responsibilities* below.

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Table 14 - Testing Roles and Responsibilities

| | | | Responsibility | | |
| | | | Contractor | | DSHS |
Testing	Type	Comments	Core	Overlay	
Functional Testing			√	√	√
Integration Testing	Vulnerability Testing		√	√	
	Security Testing		√	√	
	Penetration Testing		√	√	
	Security Audit		√	√	√
	Risk Assessment		√	√	
Application Security			√	√	√
Accessibility Testing	Visual Impairments Testing	VPAT	√	N/I	
	Motor Skills Testing		√	N/I	
	Hearing Impairments Testing		√	N/I	
	Cognitive Abilities Testing		√	N/I	
	Learning Impairment Testing		√	N/I	
Performance Testing	Load Testing	Separate Environment	√	N/I	
	Stress Testing		√	N/I	
	Soak Testing		√	N/I	
	Spike Testing		√	N/I	
	Volume Testing		√	N/I	
	Scalability Testing		√	N/I	
Regression Testing	Newly Modified		√	√	√
	Unmodified		√	√	√
UAT Testing			√	√	√
Third Party Integration Testing	Automated Scripts	Automated scripts come with a cost	√	√	√
	Test Scripts	Log of all Test scripts Pass/Fail	√	√	
Contractor Demonstration	Prepare Test/Demo Data in state environment for a given set of scenarios	DSHS may help in the process	√	√	√
	Exit Criteria		√	√	√

√	Indicates performed by Contractor or DSHS
N/I	Not Included - in Contractors testing phase unless requested DSHS

Note – All QA activities that are performed by the contractor will be executed on the contractor's environments.

8.4.2 Testing Activities

The Customer will meet with the Contractor as needed to prioritize work the Contractor does for the deliverable and discuss obstacles to completing the work per the agreed timeline. This can be weekly/month or any other period per schedule.

The Contractor reviews all their test results and release notes with the Customer. The Customer decides if the test results meet the acceptance criteria for the release. (***see maintenance*** SLA document for determination of defect severity and resolution)For the Test Activity Summary, see **Error! Reference source not found.** in the appendices.

8.4.3 Test Cases

A Test Case is a set of conditions or variables under which a tester will determine whether the system being tested satisfies the requirements. Verifying Test Cases, often involves performing a series of Test Steps. See *Figure 10: Test Case Creation Flow* for the test case creation flow.

Figure 10: Test Case Creation Flow
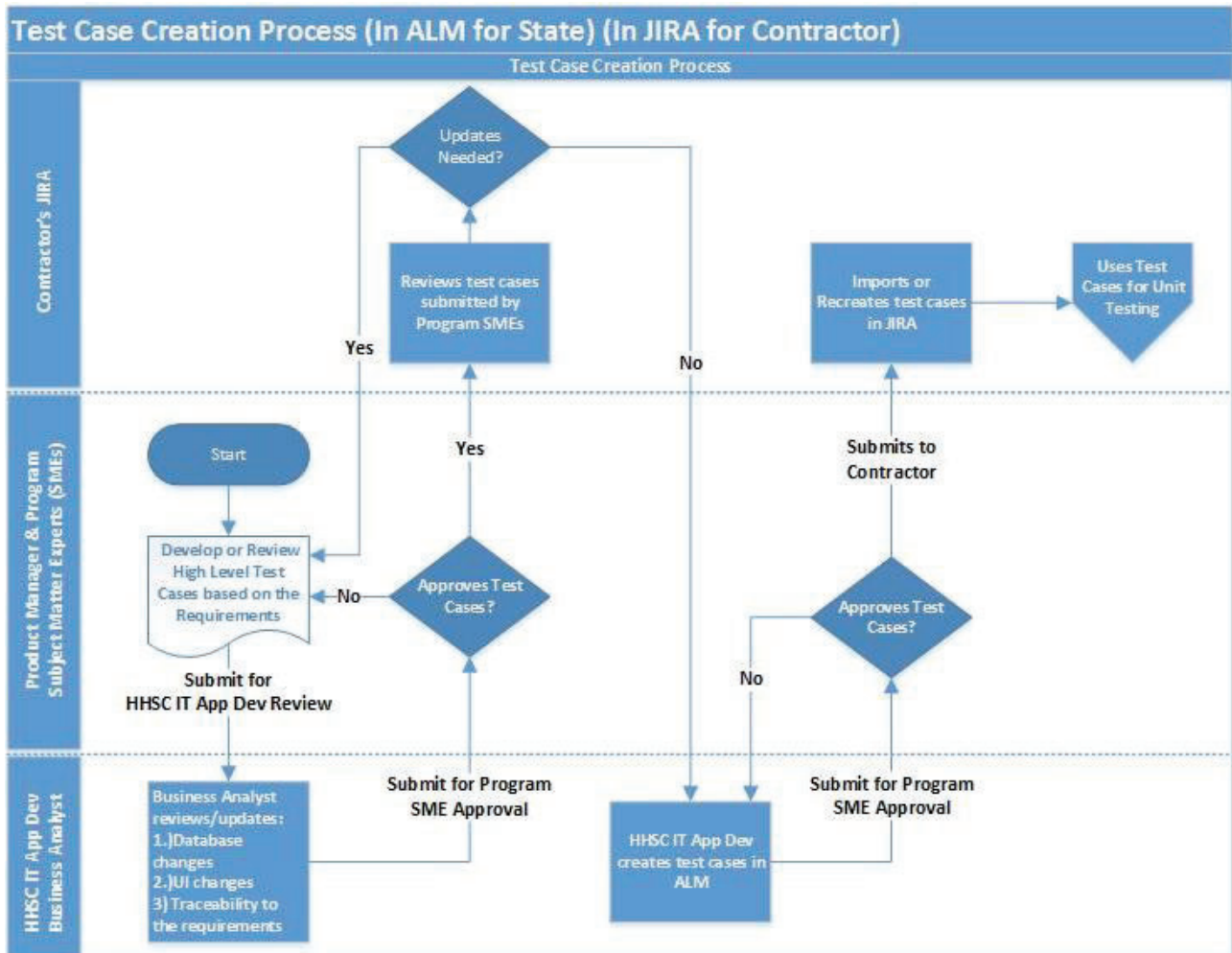
8.4.4 Test Case Format

All Test Cases will be entered/ loaded into Jira and shall contain the following required attributes:

1. <u>Test Number</u> - assigned test case number

2. <u>Test Name</u> – an identifier, must be unique

3. <u>Test Type</u> – ex. Manual Test

4. <u>Requirement Coverage</u> – The Requirement(s) the Test Case relates to

5. <u>Prerequisites/Dependencies</u> – any preconditions or dependencies necessary to complete the test

6. <u>Test/Design Steps</u> – a sequence of steps necessary to complete the test

7. <u>Test Data</u> – input data needed or output data expected related to the test case

8. <u>Expected Result</u> – the expected outcome -- after completing the Test Steps

9. <u>Actual Result</u> – the actual result --- after completing the Test Steps

10. <u>Status</u> - Pass or Fail

8.4.5 Assignment/Checking Out of Test Cases

Each Test Case shall be assigned to a Subject Matter Expert (SME) or Tester according to his/her familiarity with the Requirement(s) being tested. Test Case assignment will be done within the ALM (or State approved requirements management tool). SMEs or Testers will be able to login to ALM (or State approved requirements management tool) and access the Test Cases assigned to them. SMEs or Testers will have rights to modify/update Test Cases, as needed. Test Leads should be made aware of any changes to Test Case content (and Test Steps).

8.4.6 Test Reporting

Test Cases and defects will be monitored via reports in Jira. If necessary, the information may be imported into an MS Excel file for further data manipulation.

8.4.7 Test Report Criteria

The report criteria provides the team a comprehensive evaluation summary of the test results and the quality and stability of the product.

1. Indicate the version/revision level of the software tested

2. Indicate the environment in which the testing took place

3. Metrics monitored during the testing effort, including any trend analysis, if any

4. At a minimum, the defect report(s) shall provide the ability to filter the list of defects. The list below is a superset and when testing is being planned, system agency staff and contractor staff will determine which to use along with the definitions and will be delivered as part of the test plan.

   a. 'New' Defects, listed by Severity/Priority

   b. 'Assigned' Defects, listed by Severity/Priority

   c. 'In Dev' Defects, listed by Severity/Priority

   d. 'Dev Comp' Defects, listed by Severity/Priority

   e. 'Test Ready' Defects, listed by Severity/Priority

   f. 'Closed' Defects, listed by Severity/Priority

g. 'Cancelled' Defects, listed by Severity/Priority

h. 'Duplicate' Defects, listed by Severity/Priority

i. 'Not Defect' Defects, listed by Severity/Priority

j. 'Rejected' Defects, listed by Severity/Priority

k. 'Reopened' Defects, listed by Severity/Priority

l. 'Hold' Defects, listed by Severity/Priority

m. 'Enhancement' Defects, listed by Severity/Priority

n. 'Verified' Defects, listed by Severity/Priority

o. Duration of Defects (from New to Closed)

p. 'Active' Defects grouped by the following Statuses: New, Assigned, In Dev, Dev Complete, Test Ready, Reopened, Verified

q. 'Not Active' Defects grouped by the following Statuses: Closed, Cancelled, Duplicate, Not a Defect, Rejected, Hold, Enhancement

r. Number of Defects found to date (per Build/per Release/per UAT)

s. Number of Defects resolved to date (per Build/per Release /per UAT)

t. Number of Defects that failed regression at least once

u. Number of previously passed test cases that fail on regression

v. Other Detail/Summary Reports as appropriate (TBD)

8.4.8 Test Triage Process

The respective Health Registry Program Leads and the App Dev IT Group Leads will meet on a mutually agreed time as part of a formal test triage. The contractor will provide an updated defect report out of Jira. The test triage meeting (can scheduled at any point in the testing phase as required) will provide an opportunity to review all defects and ensure a full understanding of the defects that have been found to date. Testers and business SME's should attend these meetings to provide clarification on defects found (regression testing, UAT, performance testing, etc.) The state testing team and contractor will make their necessary updates in the defect tracking tool Jira.

8.4.9 Functional Testing

Identify that system functionality performs according to the requirements. Identify all software requirements and the associated test cases mapping to the requirements. Identify requirements that will not be part of the current test phase along with an explanation for not testing.

Tasks:

1. Identify the functionality not tested currently and the reason. Mark these for future testing

2. Identify and create the test Cases and Scenarios

3. Create the test dataset for the test scenarios

4. Define test results/expected outcome of the testing scenarios

5. Execute the test scenarios

6. Compare the test scenarios output with the expected output for variance if any

7. Determine if the test results are acceptable

8.4.10   Integration Testing

Integration testing is performed bottom-up combining the lowest level components tested first and adding additional higher level components. This testing combines software elements, hardware elements, or both, until the entire system has been successfully integrated. The purpose of integration testing is to ensure that design objectives are met and the software/hardware, as a complete entity, complies with operational requirements.

Tasks:

1. Identify the lowest level components through all the higher level components

2. Test the lowest level components first followed by the addition of next higher level components

3. Repeat the test until all components are integrated and tested

8.4.11   Security Testing

Security Testing ensures measures are in place to protect an application against nefarious actions that cause functionality to become exploited. Security testing of any system is about finding all possible exploits, loopholes and weaknesses of the system which might result in a loss of information or unauthorized access. As noted in the statement of work security section, the following items may be required:

1. **Vulnerability Scanning** - Done through automated software to scan a system against known vulnerability signatures with reported risk level is set automatically by the tool and results provided for review and assessment.

2. **Security Scanning** - Facilitates the automated review of a any application with the purpose of discovering security vulnerabilities and exploits in the system including identifying the network and system weakness. This also is required to comply with various regulatory requirements.

3. **Penetration Testing** - Penetration test is an authorized simulated attack on a computer system for a full risk assessment, performed to evaluate the security and vulnerabilities of the system and the potential for unauthorized parties to gain access to the system. This testing involves analysis of a particular system to check for potential vulnerabilities to an external hacking attempt. This kind of testing simulates an attack from a malicious hacker, more of an ethical hacking with the intent to expose security flaws in the system.

4. **Security Audit** - technical assessment of a system or application. Driven by an Audit / Risk function to look at a specific control or compliance issue, reviewing application and operating system access controls, Audit trails and analyzing physical access to the systems.

5. **Risk Assessment** - Analysis of all the identified security risks classified as Low, Medium and High. This testing recommends controls and measures to reduce the risk.

8.4.12   Accessibility Testing

Accessibility Testing is a subset of Usability Testing, and it is performed to ensure that the application being tested is usable as required by the Americans with Disabilities Act. As noted in the statement of work accessibility section, the state and the contractor will work together to perform accessibility testing on Maven software components as required.

8.4.13   Performance Testing

Performance Testing is a type of non-functional testing to ensure software applications will be stable and perform well under their expected workload. The goal of Performance Testing is not to find bugs, or test the features and functionality of the system, but to eliminate performance bottlenecks and measures the application's performance such as application response time, reliability, resource usage and scalability. Contractor will complete the performance testing for the core product and System Agency may require the Contractor to perform additional performance testing on the overlay modules.

Performance Testing Techniques:

1. **Load testing** - Conducted to understand the behavior of the system under a specific user loads. Load testing will result in identifying the performance bottlenecks, critical transactions and load on the database, application server, etc.

2. **Stress testing** - Conducted to identify breaking point of an application. It is performed to test the system under extreme workloads to see how it handles high traffic or data processing and identify the upper

3. **Soak testing** - Soak Testing also known as endurance testing, is performed for testing a system with a typical production load, over a continuous availability

period, to validate system behavior under production use. During soak tests the system resources are monitored for any performance issues. The main aim is to discover the system's performance under sustained use.

4. **Spike testing** - Spike testing is performed to test the systems reaction to sudden large spikes, by increasing the load generated by users suddenly by a very large amount and measuring the performance of the system. The main aim is to determine whether the system will be able to sustain the expected load over a long period of time.

5. **Volume testing** - Under Volume Testing large no. of. Data is populated in database and the overall software system's behavior is monitored. The objective is to check software application's performance under varying database volumes.

6. **Scalability testing** - The objective of scalability testing is to determine the software application's capability to scale up or scale down the user request load or other such performance attributes to support an increase in user load.

8.4.14 Regression Testing

Regression testing is the process of testing changes to existing functionality to make sure that the existing functionality works in combination with the new changes. Regression testing confirms that a recent program or new code change has not adversely impacted existing features.

Regression Testing is full or partial selection of already executed test cases which are re-executed to ensure existing functionalities work fine.

8.4.15 UAT Testing Tasks

UAT will consist of the following tasks:

1. **Test Readiness**– A checkpoint to gain the necessary approvals to begin formal UAT.

2. **UAT Testing**– DSHS testing team shall execute UAT test cases and document defects in Jira. The Contractor will repair the defects and provide build file for deployments. All testing teams will work together to perform regression test on the latest build until acceptance criteria is met. Refer to section 7.5.3 Test Triage Process.

3. **UAT Exit Review Gate** - A checkpoint to gain the necessary approvals to exit UAT the post UAT Warranty Starts after UAT sign-off. Refer to the Special Terms and Conditions warranty duration period.

8.5 DEFECT TRACKING

8.5.1 Documenting a Defect

SMEs or testers shall perform the test steps associated with a test case to determine if it passes or fails. If a test case fails at any step in the process, this should be noted in Jira by. To maximize the time allocated for testing, the tester should proceed to test every step (unless a blocker) in the test case even if a failure occurred at a previous step. When entering a defect into Jira defect tracking tool, certain information must be provided including:

1. <u>Defect ID</u> – an identifier, must be unique

2. <u>Summary</u> – a description of the defect

3. <u>Status</u> – current status of the defect (See Section 8.5.2)

4. <u>Attachments</u> (if applicable) – supporting documentation (usually a screen shot)

5. <u>Severity</u> – see Section 8.5.3

6. <u>Priority</u> – see Section 8.5.4

Note: A defect should not be opened for an issue that is a duplicate or cannot be replicated.

8.5.2 Defect Statuses

A description of the possible Defect Statuses is listed below:

1. **New** – A Defect that is newly opened and has not been reviewed or addressed by the Development Team.

2. **Assigned** – A defect that has been assigned to the Development Team and is currently pending a fix.

3. **In Dev** – A defect that has been assigned a developer and is currently being coded.

4. **Dev Comp** – A defect that has been corrected by the coding team but not yet deployed to test.

5. **Test Ready** – A defect that has been corrected by the coding team and deployed to Test but has not yet been verified by the customer.

6. **Closed** – A defect that has been approved for Closure by the Test Triage Team.

7. **Cancelled** – A defect that was not addressed for a specific reason (note reason).

8. **Duplicate** – A defect that is already logged in the system.

9. **Not Defect** – Can't be traced to a requirement or replicated. No further action required.

10. **Rejected** – An issue that is not related to a Requirement. No further action required.

11. **Reopen –** A defect that has been Reopened (note reason).

12. **Hold –** A defect that is not currently being worked.

13. **Enhancement –** A defect that is not linked to a current requirement but should be considered as part of a future release.

14. **Verified -** A defect that has been fixed and validated by the testing team (but not yet approved for Closure).

8.5.3 Defect Severities

Refer to the KPMs document for definitions of each severity level.

8.5.4 Defect Priorities

During test triage meetings, the priority defines the order in which a defect should be resolved on a mutually agreed decision.

8.5.5 Exit/Acceptance Criteria for Defects

The Contractor will correct all defects based upon the maintenance service level agreement. Refer to the Maintenance Service Level Agreement document for details. Contractor will work with the DSHS Contract Manager or their designee to prioritize (refer to Section 7.6.4 Defect Priorities) and fix all defects.

8.5.6 Closing a Defect

Defects can be set to 'Closed' status after the issue has been corrected/verified and has been approved for closure by system agency. The project test lead will work closely with the Contractor test lead to verify which defects are approved for closure so that all parties are informed.

8.5.7 JIRA Screenshots

As we migrate to the new JIRA Service Desk tool, the contractor will work closely with DSHS on potential changes to the JIRA process and respective project deliverable and defect mappings.

Project Deliverable

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Production Defect

A typical flow of a production defect is as follows.

1) Once a defect is opened and assigned to the CSR in JIRA, the CSR reviews and triages the defect.

2) They try to provide clarifications or resolve the defect by talking to the customer contact.

3) If the defect needs additional technical review, a TECHINV ticket is opened for internal review and linked to the parent ticket.

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4) One of the following actions is taken by the technical team after triaging the TECHINV ticket:

   4a) Determines the issue does not need further development (e.g. issue is not a bug, configuration setting, working as intended) and notifies the CSR. The CSR updates the client ticket and appropriately updates the ticket status.

   4b) Determines that the defect needs a core platform fix. The technical team creates a MVN ticket, assigns it to the core platform support team, and notifies the CSR. The CSR adds a comment to the parent ticket and links the MVN ticket.

   4c) Determines the defect is related to the overlay. The technical team updates the TECHINV ticket, assigns to the overlay support team, and notifies the CSR. The CSR adds a comment to the parent ticket.

5) Once the defect is addressed, the relevant TECHINV and/or MVN tickets are updated and the CSR gets notified.

6) The CSR then updates the parent ticket, updates the ticket status, and informs the customer accordingly.

7) If the fix is in the next release, the CSR updates the ticket status upon publication of the release and assigns the parent ticket to the reporter.

Parent Ticket – Production Defect opened by customer

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8.6 DATA REFRESH PROCESS

8.6.1 Refreshing Data (performed by the state)

1. DSHS may initiate data refresh under the following circumstances:

   a. A particular test case(s) needs specific data elements to be present in order to validate the requirements or defects

   b. Corrupted data, orphaned data, inconsistent data, stale data, etc., in any test environment

   c. When contractor is testing remotely in State ADC environment, it is required to anonymize the refreshed data.

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Note: The System Agency shall notify the Contractor in advance if a data Refresh is needed and when the data refresh will be scheduled.

Additional Note: All refreshed data will be transformed from its original state (PII/PHI is redacted or data is anonymized) as part of the various test cycles. This data may be needed to conduct regression testing. This data should be identified when a refresh is being considered and retained, if possible.

2. Data refresh must be coordinated with the contractor during the testing phase.

9 MONITORING AND REPORTING

9.1 MONITORING TOOLS

The HHSC IT App Dev Group Leads will play a collective role in monitoring testing progress for UAT.

Each Test Lead will be responsible for monitoring assigned test cases within their group. Testers will document defects in a 'Defect Module' within Jira. The Test Leads will review the newly documented defects each day, for completeness (all steps to recreate the problem must be documented) and to ensure there are no duplicates. A screen shot of the defect should be provided, if available, (and attached in ALM, or State approved tool) to supplement the steps. The Project Test Lead will also check to make sure the defects were documented correctly in ALM (or State approved tool). All parties will review/update the Defects in a daily 'Test Triage Meeting' with the goal of determining which Defects to work based on the Severity/Priority.

For JIRA imports, ensure that duplicates are not imported, and:

1. Create a new instance of JIRA exclusively for the DSHS registries.

2. DSHS will be the owner and administrator of this JIRA instance.

3. Work with Contractor to review all pending JIRA items, and import only those that still apply (SRR - special registry request).

4. Reference the Detailed Registry Requirements (The new one #20)

5. After requirements document deliverable is approved, the approved requirements need to be entered into a requirements repository tool, i.e. Jira or ALM.

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10 AUSTIN DATA CENTER (ADC) ENVIRONMENT

10.1 APPLICATION AND DATABASE SERVER INFORMATION

The following table provides detailed information needed for the Contractor to replicate the ADC environment for comprehensive testing purposes.

Application Server OS	WebLogic	Java	Database
Linux version 2.6.32-358.11.1.el6. x86_64 mockbuild@x86-022.build.eng.bos.redhat.com) (gcc version 4.4.7 20120313 (Red Hat 4.4.7-3) (GCC)) #1 SMP LSB_VERSION=base-4.0-amd64:base-4.0 noarch:core-4.0 Red Hat Enterprise Linux Server release 6.9 (Santiago)	WebLogic Server 12.1.2.0.0 WLS_12.1.2.0.0_GENERIC_130607.1100	java version "1.7.0_45" Java(TM) SE Runtime Environment (build 1.7.0_45-b18) Java HotSpot(TM) 64-Bit Server VM (build 24.45-b08, mixed mode)	OS: Red Hat Enterprise Linux Server >= 7.5 Oracle Real Application Cluster >= 12.2.0.1.0 >= 64 GB RAM >=16 Cores >=2 CPU >=22TB Disk Space

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10.2 DATA CENTER SERVICES (DCS) SOFTWARE CURRENCY N LEVEL SUMMARY

This is the software version currency level provided by the Department of Information Resources (DIR) for the Statewide datacenter for all OS, mid tier and database layers as of June 2018.

	Operating System	Middleware	Database
DCS N+1	• VMware ESX / 6.5		
DCS N	• AIX / 7.2 • HP-UX / 11i v3 • Oracle Enterprise Linux / 6.X • Novell Open Enterprise Server 2015 • POWER HMC / v8 • Red Hat Enterprise Linux / 7.x + • Solaris 11 / SunOS 5.11 • SuSE Linux / 12 • VIO 2.2.X • VMware ESX / 6.0 • Windows Server 2016	• IBM HTTP Server 9 • IBM Web Content Manager 9 • Microsoft IIS Service / 8 • Microsoft IIS Service / 8.5 • Microsoft MSMQ / Server 2008 R2 • Microsoft MSMQ / Server 2012 • Microsoft MSMQ / Server 2012 R2 • Oracle Forms & Reports 12cR2 (12.2) • Red Hat JBoss Application Server / 7 • WebSphere MQ 9 • Weblogic 12c • WebSphere Application Server 9.0 • WebSphere Portal Server 9 • Apache HTTP Server / 2.4 • Apache Tomcat / 8.5	• DB2 / 10.5 • MySQL / 5.7 • Informix / 11.7X • Oracle / 12.X (12cR1) • Sybase / 16.0 • MS SQL Server 2016 • MongoDB / 3.4 • PostgreSQL Database Server / 9.6
DCS N-1	• AIX / 7.1 • POWER HMC / v7 • SuSE Linux / 11 • Red Hat Enterprise Linux / 6.x + • Windows / Server 2012 & 2012 R2	• IBM Web Content Manager 8.5 • IBM HTTP Server 8.5 • Microsoft IIS Service / 7 • Microsoft IIS Service / 7.5 • WebSphere Application Server 8.5 • WebSphere MQ 8	• Adabas / 6.X • DB2 / 10.1 • Informix / 11.5X • MySQL / 5.6 • Sybase / 15.7 • Unify / 9 • Oracle / 11.2(11gR2) • MS SQL Server 2014 • PostgreSQL Database Server / 9.5
DCS N-2 Long-Term Support	• Novell Open Enterprise Server/11 • Windows / Server 2008 & 2008 R2	• IBM HTTP Server 7.x • IBM HTTP Server 8.0 • Silverstream • Apache Tomcat / 7 • Apache Tomcat / 8	• MS SQL Server 2012 • MySQL / 5.5 • DB2 / 9.7 • PostgreSQL Database Server / 9.4 • Apache Derby / 10.0

10.3 DCS N LEVEL SUMMARY FOR OS, DB, MW

Operating System (OS) Summary Grouping
N+1
VMware ESX / 6.5
Windows Server 2016
N
AIX / 7.2
HP-UX / 11i v3
Novell Open enterprise Server 2015
POWER HMC / v8
Red Hat Enterprise Linux / 7.x +
Solaris 11 / SunOS 5.11
SuSE Linux / 11 +
VIO 1.5.X
VIO 2.2.X
VMware ESX / 6.0
Windows / Server 2012 & 2012 R2
N-1
AIX / 7.1
POWER HMC / v7
Red Hat Enterprise Linux / 6.x +
VMware ESX / 4.x
Windows / Server 2008 & 2008 R2
N-2 or Below
AIX/6.1
VMware ESX / 5.5
Red Hat Enterprise Linux / 5.x
Windows / Server 2003 & 2003 R2
Solaris 10 / SunOS 5.10
Novell Open Enterprise Server/11

Database (DB) Summary Grouping
N+1
MSSQL 13.x (Server 2016)
N
DB2 / 10.X
MSSQL / 12.x (Server 2014)
MySQL / 5.7
Informix / 11.7X
Oracle / 12.X (12cR1)
SuperCluster / 12.X (12cR1)
Sybase / 15.5
Exadata / 12.X (12cR1)
N-1
Adabas / 6.X
DB2 / 9.7
Informix / 11.5X
MSSQL / 11.x (Server 2012)
MySQL / 5.6
Sybase / 15.0.3
Unify / 9
Oracle / 11.2(11gR2)
N-2 or Below
MSSQL / 10.X (Server 2008)
MySQL / 5.5
SuperCluster / 11.2.X (11gR2)
Exadata / 11.X (11gR2)
DB2 / 9.5

Middleware (MW) Summary Grouping
N
IBM HTTP Server 8.X
Weblogic 12c
WebSphere Application Server 8.X
WebSphere MQ 7.5
N-1
DB2 Content Manager 8.4
IBM HTTP Server 7.X
Weblogic 11g
WebSphere Application Server 7.X
WebSphere Portal Server 8.X
WebSphere Process Server 7.X
N-2 or Below
Oracle Application Server 10.X
Silverstream
WebSphere MQ 7.0
WebSphere Portal Server 5.X
WebSphere Portal Server 6.X

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11 POST UAT WARRANTY SUPPORT

The Contractor period of Post UAT Support (Warranty Period) must cover all defects, product deficiency, and performance issues for the duration of the contract or other State approved time frame, after deployment into production, without charge to the system agency.

What is Covered during warranty:
a. Defect, product deficiency or performance issue is identified in production within the warranty period or
b. Non-blocker defects agreed upon during the UAT sign-off to be addressed later in production under the warranty

The Contractor must provide a time estimate of when the reported issue will be corrected. The Contractor must comply with the severity levels of the issue as indicated **in Exhibit 9 - KPMS and Liquidated Damages**, KPM-009.

If defects, product deficiencies, and performance issues arise from a core patch or updates, the Contractor is responsible for correcting the issue without charge to the system agency for the life of the contract. The Contractor must comply with the severity levels of the issue as indicated **in Exhibit 9 - KPMS and Liquidated Damages**, KPM-009.

12 ANNUAL MAINTENACE SERVICES, METAL SLAS, DIR NOT TO EXCEED (NTE) RATES

12.1 MAINTENANCE, TIME AND MATERIALS DEFINITIONS

1. Design Development and Implementation (DDI)
   a. Represents all the tasks that are performed through the software development lifecycle until deployment into a Production environment, using DIR Not to Exceed cost for approved deliverables. This is for new project work.

2. Special Registry Requests(SRR)
   a. Represents all tasks and deliverables performed by the Contractor in response to DSHS Special Registry Requests (ad-hoc requests), using DIR NET rates.

   Not to Exceed cost for approved deliverables. This may be used for urgent work resulting from legislative mandates or critical policy changes.

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3. Annual Maintenance Services (AMS)
   a. Represents Contractor services provided to the state which include core maintenance items which can be scheduled monthly, quarterly, annually, or emergency as needed, using DIR Not to Exceed cost for approved deliverables.

4. Maintenance Service Level Agreements
   a. <insert Metal SLA information here>

Please refer to the RFO and **Exhibit 4 – Pricing Workbook** for additional details.

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13 SECURITY

System Agency needs the latest Maven Architecture details with the high level security architecture included. This architecture diagram with the details must be kept up to date with updates after every Core release or whenever there is change in the architecture.

System Agency Contract Manger or designee is the contract for all the security incidents and breaches, with respective program project managers also informed in this process. Based on the severity of the issue, System Agency Contract manager or designee must escalate the issue to the office of the Chief information Security Officer.

Contractor must identify the Security point of Contact for the Maven Registries. Contractor must share the results of the security scans performed on the Maven product and any other security incidents with the System Agency contact. System Agency will share the results of any security scans of the Maven products that pose a moderate risk.

Refer to Section 15 Maven Architecture for Maven Architecture details.

System Agency will anonymize the data removing all the PHI and PII from the test data used in all test cases with the Contractor.

14 TURNOVER

Turnover is activities required for the Contractor to perform turnover contract service delivery to DSHS or to DSHS's designated resources. The Turnover Phase can be trigger with the removal of individual registry or the contract termination. In the event of a removal notification for an individual registry, turnover will begin within three (3) months of System Agency request for that registry.

Turnover includes the administrative and operational activities performed by the Contractor in order to transition operations to either a State agency or State-designated successor Contractor at the direction of the State.

1. Registry removal (Disengagement) process is led by Contract Manager or designee in the event of an individual or multiple registries transition

2. All turnover deliverables such as the MPP, plans, reports, etc. must be submitted in electronic format that is searchable. (tie back to turnover deliveries tab in the pricing workbook)

3. Contractor will work with the Contract Manager or designee to ramp down any project work with freeze (scope, code, testing, deployment, project funds), no additional changes before the turnover

4. Add a turnover plan and report template to the appendices

    a. Provide point of contact in the turnover template (who is the person contacted after the contract terminates) DIR NTE rates.

5. Contractor will provide additional post contract closeout support at the DIR NTE rates as required by the System Agency. Post Contract Close out contacts will be provided in the Contractor Turnover document.

6. Contractor will complete the Data Migration quality analysis tasks outlined in section 14.1 Data Migration Quality Analysis Tasks

7. Conduent will terminate all named users within the Jira system, for each impacted registry.

14.1   DATA MIGRATION QUALITY ANALYSIS TASKS

Contract will provide all the System Agency with all the system documentation, artifacts etc. as defined in the TUR-OVR-002 requirement of the Scope of Work document.

Contractor will also ensure that the updated scripts are provided for the Core Maven platform individual Registry Data export(s) to a non-proprietary database format - i.e. De-normalized Tables (DNT) Contractor will also provide data extract from the multiple tools used by the Contractor (e.g. TFS, Jira, etc.) to a non-proprietary format for System Agency use.

All data exports must maintain the parent child relationship.

16 ACRONYMS AND GLOSSARY

16.1 ACRONYMS AND GLOSSARY DEFINITIONS

The tables below define acronyms and HHSC/DSHS specific terminologies.

Acronyms	
Term	**Description**
24/7/365	24 hours per day, 7 days per week, and 365 days per year
AAA	Abdominal Aortic Aneurism repair surgery
ADA	Americans with Disabilities Act
API	Application Program Interface
APIC	Association for Professionals in Infection Control and Epidemiology
App Dev	Application Development
APPS-ASRB	Applications - Architectural Standards Review Board
ARB	Architectural Review Board
ASA	American Society of Anesthesiologists
ASC	Ambulatory Surgery Center
AUD	Audit Support Requirements (Prefix for Requirements ID)
BAFO	Best and Final Offer
BAT	Batch Operations (Prefix for Requirements ID)
BTD	Build Test and Deploy Services (Prefix for Requirements ID)
CARD	Cardiac Surgery
CAS	Cost Accounting Standards
CASB	Cost Accounting Standards Board
CASB DS	Cost Accounting Standards Board Disclosure Statement
CAUTI	Catheter associated urinary tract infections
CBGB	Coronary Artery Bypass Graft with both chest and donor site incisions
CBGC	Coronary Artery Bypass Graft with chest incision only
CBIC	Certification Board of Infection Control and Epidemiology
CDAD	Clostridium difficile associated disease
CDC	Centers for Disease Control and Prevention
CEA	Carotid Endarterectomy
CFG	Configuration Management (Prefix for Requirements ID)

Acronyms	
Term	**Description**
CFR	Code of Federal Regulations (Also a prefix for Requirements ID - Contractor Facility Requirements)
CI	Confidence Interval
CIC	Certification in Infection Prevention and Control
CISO	Chief Information Security Officer
CLABSI	Central Line-Associated Blood Stream Infection
CMDB	Configuration Management Database
CMMI	Capability Maturity Model Integration
CMP	Change Management Plan
CMS	Centers for Medicare and Medicaid Services
COLO	Colon Surgery
CPA	State of Texas Comptroller of Public Accounts
CST	Central Standard Time
CTCM	Certified Texas Contract Manager
CTPM	Certified Texas Procurement Manager
DBA	Database Administration (Prefix for Requirements ID)
DDI	Design, Development, and Implementation
DDL	Data Description Language
DEV	Development
DGD	Deliverable Guideline Document
DHHS	Department of Health and Human Services (U.S)
DHQP	Division of Healthcare Quality Promotion at the CDC
DIR	Texas Department of Information Resources
DIS	Discovery Services (Prefix for Requirements ID)
DML	Data Manipulation Language
DSHS	Department of State Health Services
DUA	Data Use Agreement
EDI	Electronic Data Interchange
EIR	Electronic and Information Resources
EIS-AUP	Enterprise Information Security - Acceptable Use Policy
ENV	Environment Management (Prefix for Requirements ID)
ePHI	Electronic Protected Health Information
ESBD	Electronic State Business Daily
EUA	End User Advisory Services (Prefix for Requirements ID)
FAR	Federal Acquisition Regulation
FFP	Federal Financial Participation
FFY	Federal Fiscal Year
FOC	Full Operational Capacity

Acronyms	
Term	**Description**
FTE	Full-Time Employee
FTP	File Transfer Protocol
FUSN	Spinal Fusion surgery
FY	Fiscal Year
GAAP	Generally Accepted Accounting Principles
GUI	Graphical User Interface
HAI	Health care-associated infection
HB	House Bill
HHS	Health and Human Services
HHSC	Texas Health and Human Services Commission
HICPAC	Healthcare Infection Control Practices Advisory Committee
HIPAA	Health Insurance Portability and Accountability Act of 1996
HLE	High Level Estimate
HMO	Health Maintenance Organization
HP-ALM	Hewlett - Packard Application Lifecycle Management © (Hewlett
HPRO	Hip Prosthesis surgery
HRFR	Health Registry Financial Requirement
HSP	HUB Subcontracting Plan
HSR	Health Service Region
HTP	Heart Transplant surgery
HUB	Historically Underutilized Business
HYST	Abdominal Hysterectomy
ICD-9	International Classification of Diseases, Ninth Revision
ICU	Intensive Care Unit
IG	HHSC Office of the Inspector General
IP	Infection Preventionist
IRS	Integration and Release Support Services (Prefix for
ISO	Information Security Officer
JIP	Joint Interface Plan
KEY	Key Personnel (Prefix for Requirements ID)
KPI	Key Performance Indicators
KPRO	Knee Prosthesis surgery
LAM	Laminectomy surgery
LAN	Local Area Network
LBB	Legislative Budget Board
LDAP	Lightweight Directory Access Protocol
LDBA	Logical Database Administrator
LLC	Limited Liability Corporations
MDRO	Multidrug Resistant Organism
MNT	Software Maintenance Using (Prefix for Requirements ID)

Acronyms	
Term	**Description**
MOR	Manage Office Resources
MRSA	Methicillin Resistant Staphylococcus aureus
NHSN	National Healthcare Safety Network
NICU	Neonatal Intensive Care Unit
NIST	National Institute of Standards and Technology
OAG	Texas Office of the Attorney General
OPS-ASRB	Operations Architectural Standards Review Board
OS	Operating System
OSHA	Occupational Safety and Health Administration
OSR	Other HHSC Support Requests (Prefix for Requirements ID)
PAE	Preventable Adverse Event
PCS	Procurement and Contracting Services
PDF	Portable Document Format
PDR	Project Deliverables Requirements (Prefix for Requirements ID)
PER	Project Personnel (Prefix for Requirements ID)
PHI	Protected Health Information
PIA	Public Information Act
PII	Personally Identifiable Information
PMI	Project Management Institute
PMO	Project Management Office
PMP	Project Management Professional
PO	Product Owners (Within the HHSC Agile SDLC methodology and
POA	Present on Admission
PPM	Project Portfolio Management
PROD	Production
PVBY	Peripheral Vascular Bypass Surgery
QA	Quality Assurance
QIO	Quality Improvement Organization
REST	Representational State Transfer
RFO	Request for Offer
RFUSN	Re-fusion of Spine surgery
RITS	Request for IT Services
ROI	Return on Investment
SB	Senate Bill
SDLC	Software Development Life Cycle
SEC	Securities and Exchange Commission
SFTP	Secure File Transfer Protocol
SFY	State Fiscal Year
SHEA	Society for Healthcare Epidemiologists of America
SIT	Systems Integration Testing

Acronyms	
Term	**Description**
SLA	Service Level Agreement
SME	Subject Matter Expert
SMS	Software Maintenance Services
SOA	Service Oriented Architecture
SOW	Statement of Work or Scope of Work
SPI	Security and Privacy Initial Inquiry
SQL	Structured Query Language
SR	Service Request
SRM	Service Request Management (Prefix for Requirements ID)
SSI	Surgical site infection
SSM	HHSC Server System Maintenance group
STA	Project Staff Requirements (Prefix for Requirements ID)
TAC	Texas Administrative Code
TAHQ	Texas Association for Healthcare Quality
TASCS	Texas Ambulatory Surgery Center Society
TBD	To Be Determined
THAF	Texas Hospital Association Foundation
THAQ	Texas Association for Healthcare Quality
THCIC	Texas Health Care Information Collection
TMA	Texas Medical Association
TMF	Texas Medical Foundation
TRA	Transition (Prefix for Requirements ID)
TRS	All Applications Requirements (Prefix for Requirements ID)
TSICP	Texas Society of Infection Control and Prevention
TUR	Turnover (Prefix for Requirements ID)
TxDot	Texas Department of Transportation
TXHSN	Texas Healthcare Safety Network
UAT	User Acceptance Testing
UTCs	HHSC's Uniform Contract Terms and Conditions
UTHSC	University of Texas Health Science Center
VHYS	Vaginal Hysterectomy surgery
VSHN	Ventricular Shunt surgery
WAN	Wide-Area Network

Glossary	
Term	**Definition**
Accessibility Standards	The Texas accessibility standards for Electronic and Information Resources (EIR) that comply with the applicable specifications, including, but limited to, the Electronic and Information Resources Accessibility Standards (Title 1 Texas Administrative Code (TAC) Chapter 213).
Acceptance Criteria	A set of statements that specify both functional and non-functional requirements. A set of Acceptance Criteria defines the functionality and desired result of a User Story, and is used to confirm when a story is complete and working as intended must satisfy to be accepted by the user or Product Owner.
Addendum	A written clarification or revision to this Solicitation issued by the System Agency.
Affiliate	An entity (subsidiary group or person) that is officially attached or connected to an organization.
Software Delivery Life Cycle (SDLC)	Software development is a group of software development methods in which solutions evolve through collaboration between self-organizing, cross-functional teams. It promotes adaptive planning, evolutionary development, early delivery, continuous improvement, and encourages rapid and flexible response to change.
Award	Granting the Contract to the selected Vendor.
Business Operations Support	The HHS business areas that are the primary customer for the Health Regstries, including but not limited to: 1. EMS/Trauma 2. Birth Defect 3. Blood Lead 4. THISIS
Business Proposal	The portion of a RFP Response that contains the information required in Section 5.1 of the RFP.
CMS	Centers for Medicare and Medicaid Services which is the federal agency responsible for administering Medicare and overseeing state

Glossary	
Term	**Definition**
	administration of Medicaid and CHIP.
Comptroller of Public Accounts, Texas (CPA)	The State office responsible for the management and coordination of the statutory functions as they relate to serving as a liaison with the public and other governmental agencies of executive branch fiscal policy.
Contract	The contract resulting from this RFP.
Contract Manager	The HHSC representative who is responsible for general administration of this Contract, negotiation of any changes and issuance of written changes/amendments to this Contract.
Contract Award Date	Refer to Section III - Dates Referenced in this RFP.
Contract Execution Date	Refer to Section III - Dates Referenced in this RFP.
Contract Period or Contract Term	The duration of the Contract, including the initial term of the Contract plus any and all Contract extensions.
Contract Start Date	Refer to Section III - Dates Referenced in this RFP.
Contractor	A Vendor under contract working with the State to provide goods or services.
Cost Proposal	The Vendor's proposal of costs to provide the services sought in the RFP.
DDI	Design, Development, and Implementation (DDI). This term represents all the tasks that are performed through the software development lifecycle until deployment into a Production environment.
Defect	In IT SSA, a defect is a condition in a software product which does not meet a software requirement, or does not meet end-user expectations. This may be due to an error in coding or logic that causes a program to malfunction or to produce unexpected results.
DEV/OPS	Development and Operations (DEV/OPS) is an enterprise software development phrase used to mean a type of agile relationship between

Glossary	
Term	**Definition**
	Development and IT Operations. The goal of DevOps is to change and improve the relationship by advocating better communication and collaboration between the two business units.
Discovery	The Discovery phase occurs before development can begin. Product Owners establish the business justification providing the development team an understanding of user needs and the system goals. Discovery lays the framework for the development cycle. During this phase, a project team explores the system requirements such as current vs. expected functionality, usage data analysis and task and business process analysis, system analysis and impacts: 1. Product Owner vision: Defines the problem to be solved, users to be served, and rough scope and time frame details. 2. User story map: Outlines the features that must be built in order to allow users to accomplish critical tasks using the system. 3. Business Epics: Identifies functional user stories that describe the business need.
Electronic State Business Daily (ESBD)	The web site administered by the Texas Comptroller of Public Accounts where all State agencies post solicitations for goods and services valued in excess of $25,000.
Environment Agnostic	The capacity of a computing component to work with various systems without requiring any special adaptations. The term can apply to either hardware or software. In an IT context. Refers to anything that is designed to be compatible across most common systems.
Production Defect	This type of defect is equivalent to a 'production' defect or a defect that occurs in the live Health Registries systems outside of a development cycle.

Glossary	
Term	**Definition**
Health Level 7 (HL7)	Health Level-7 or HL7 refers to a set of international standards for transfer of clinical and administrative data between software applications used by various healthcare providers.
Incident	An unplanned interruption to as service or reduction in the quality of a service. Failure of a configuration item that has not yet affected service, but has the potential to cause a service interruption, is also an incident.
Income Statement	An income statement or profit and loss account (also referred to as a profit and loss statement (P&L), statement of profit or loss, revenue statement, statement of financial performance, earnings statement, operating statement, or statement of operations) is one of the financial statements of a company and shows the company's revenues and expenses during a specified period.
Interface or Interface Exchanges	Mechanisms for Health Registries to share data with agency, state, and federal systems and data sources.
Key Performance Measures	Key performance indicators that measure the Contractor's performance.
Key Personnel	Key Personnel are the resources identified by the Vendor to fill primary leadership roles on the project team or who have critical day-to-day involvement in delivery of the service domains associated with this RFP.
Legislative Budget Board (LBB)	The permanent joint committee of the Texas Legislature that develops budget and policy recommendations for legislative appropriations for all agencies of State government, as well as completes fiscal analyses for proposed legislation.
Maintenance Service Requests	Maintenance SRs are requests used to document production defects (a fix to existing technology) and maintenance requests.

Glossary	
Term	**Definition**
MoSCoW	The MoSCoW method is a prioritization technique used in management, business analysis, project management, and software development to reach a common understanding with stakeholders on the importance they place on the delivery of each requirement - also known as MoSCoW prioritization or MoSCoW analysis. The term MoSCoW itself is an acronym derived from the first letter of each of four prioritization categories (Must have, Should have, Could have, and Won't have but would like), with the interstitial 'o's added to make the word pronounceable.
Normal Hours of Operation	Normal Hours of Operation represent the periods that various applications must be available to end users of the applications excluding scheduled maintenance windows. The Normal Hours of Operation for each of the applications within the scope of this RFO are defined below: 1. For <u>DSHS Health Registries</u>, "Normal Hours of Operation" is defined as 7:00 a.m. to 8:00p.m. Central Time weekdays, and 8:00a.m. to 6:00p.m. Central Time on Saturdays, except for state holidays (not including "skeleton crew" days). DSHS may agree to further limit operation hours as scheduled downtime. All "Batch" operations are expected to be performed outside of the Normal Hours of Operation.
Omnibus Budget Reconciliation Act of 1990 (OBRA '90)	A United States statute enacted pursuant to the budget reconciliation process to reduce the United States federal budget deficit.
Operations Phase	Contract Business Operations that begins directly after the end of the Transition Phase and continues on through contract extensions up through the Turnover Phase.
Operations Phase Start Date	Refer to Section III - Dates Referenced in this RFP.

Glossary	
Term	**Definition**
Other Contractor	Various other State Contractors approved to work with HHSC.
Procurement	This Request for Proposal including any Exhibits, attachments, and Addenda. Also referred to as the Solicitation.
Procurement and Contracting Services (PCS)	The department responsible for administering all procurements for HHS agencies.
Procurement Library	Informational artifacts that include data, charts, and references and links the Respondent may use to formulate an accurate RFP response bid.
Product Owner	The Product Owner represents the HHSC business stakeholders, and is responsible for prioritizing the Product Backlog and defining project success.
Production Support Request (PSR)	PSRs are requests to correct production data utilizing SQL statements on the database. These requests may be reported by end users. The final resolution of PSRs can be a combination of code and/or data fix or an interaction with the end user.
Proposal	All information and materials submitted by the Vendor in response to this RFO. Also referred to as RFO Response or Solicitation Response.
Quality Improvement	A formal approach to the analysis of performance that consists of systematic and continuous actions that lead to measurable improvement in health care services and the health status of targeted patient groups.
Release Readiness Review	An examination of the adequacy of preparations for effective utilization upon installation of a system that may be used to identify any necessary corrective actions.
Release Cycle	The schedule for implementing completed development cycle deliverables.
Required Vendor Information	The information that a Vendor must include in its RFP Response in accordance with Article VI of the RFP.
Response Document	Vendor's response to the Business/Technical Proposal.
Roadmap or IT Roadmap	A technology roadmap is a plan that matches short-term and long-term goals with specific technology solutions to help meet those goals. It

Glossary	
Term	**Definition**
	is a plan that applies to a new product or process, or to an emerging technology.
Six Sigma	A set of management techniques intended to improve processes by greatly reducing the probability that an error or defect will occur.
SOA - service-oriented architecture	SOA - service-oriented architecture, is an architectural pattern in computer software design in which application components provide services to other components via a communications protocol, typically over a network. The principles of service-orientation are independent of any vendor, product or technology.
Smoke Test	Smoke Testing, also known as "Build Verification Testing", is a type of software testing that comprises of a non-exhaustive set of tests that aim at ensuring that the most important functions work. The results of this testing is used to decide if a build is stable enough to proceed with further testing.
Solicitation response	All information and materials submitted by the Vendor in response to this RFP including any Exhibits and Addenda. Also referred to as Proposal or Response. The Solicitation is also referred to as the Procurement.
Bug	Defects captured by the Team during development activity.
Technical Proposal	The portion of a RFP Response that contains the information required in Section 5.2 of the RFP.
Operations Architectural Standards Review Board (OPS - ASRB)	The Operations ASRB is designed to ensure Data Center requirements align with Health Registries application requirements. When applications are newly developed or existing applications require expansion or altered configurations of platforms systems or networks are required and or recommended, the change is submitted to the OPS - ASRB committee for review.
Health Registries Software Development and Maintenance Services	The current RFO including all its exhibits and attachments.
Trading Partner	One or more entities that have an agreement

Glossary	
Term	**Definition**
	with the State of Texas for collaboration to trade or exchange certain items or information.
Transition Plan	The purpose of transition planning is to layout the tasks and activities that need to take place to efficiently deliver a project from the incumbent Vendor to a new Vendor. The transition plan identifies the transition team, its organization and its responsibilities. The plan also identifies the tools, techniques, and methodologies that are needed to perform an efficient and effective transition.
Transition Start Date	Refer to Section III - Dates Referenced in this RFP.
Turnover Plan	A document that formalizes the Turnover Plan for transitioning the work performed by incumbent vendor to an incoming vendor.
Turnover Start Date	Refer to Section III - Dates Referenced in this RFP.
Turnover End Date	Refer to Section III - Dates Referenced in this RFP.
Type Testing	Conformance testing or type testing is testing to determine whether a product or system or just a medium complies with the requirements of a specification, contract or regulation. This may apply to various technical terms as well as to pure formal terms with respect to obligations of the contractors.
User Story	A User Story captures the description of a software feature from an end-user perspective and helps create a simplified description of a requirement.
Vendor	A Vendor is anyone who provides goods or services to a company or individuals.
WCAG 2.0 AA Standards	Web Content Accessibility Guidelines (WCAG) is developed through the W3C process in cooperation with individuals and organizations around the world, with a goal of proving a single shared standard for web content accessibility that meets the needs of individuals, organizations, and governments internationally. The WCAG documents explain how to make web content more accessible to people with disabilities. Web "content" generally refers to the information in a web page or web application.

Glossary	
Term	**Definition**
	WCAG 2.0 is a stable, referenceable technical standard. It has 12 guidelines that are organized under four (4) principles: perceivable, operable, understandable, and robust. For each guideline, there are testable success criteria, which are at three levels: A, AA, and AAA.

RFP Dates	
Term	**Definition**
Contract Award Date	This is synonymous with the Contract Execution Date.
Contract Execution Date	Date the contract has all required signatures from the HHSC Executive Commissioner and Vendor.
Contract Start Date	Date the Vendor begins work with HHSC under the executed contract, which may follow the Contract Execution Date.
Operations Phase Start Date	The start date of Operations activities as defined in the Project Schedule for the Operations phase of this RFP.
Transition Start Date	The start date of Transition activities as defined in the Project Schedule for the Transition phase of this RFP. This should be equivalent to the Contract Start Date.
Turnover End Date	The completion date of all Turnover activities as defined in the Project Schedule for the Turnover phase of this RFP.

Turnover Start Date	The start date of Turnover activities as defined in the Project Schedule for the Turnover phase of this RFP. Turnover begins at the end of this contract or when the State requests the start of the turnover phase.

17 APPENDICES

17.1 HLE TEMPLATES

High Level Estimate Table:

DDI/SRR Services - Registry Project Scope for Project ABC **Entire Project Start Date - 05/01/2018 Entire Project End Date - 06/30/2018**				
Task	**Resource Name**	**RFP Resource Role**	**DIR IT Role Classification**	***Vendor Allocation by Deliverable %**
Project Manager oversight (per month) - Level 2	**1 Month**	Project Manager to be used for the duration specified in Column C4 by the System Agency		
Deliverable - A	**Anticipated Start Date**			**5/1/2018**
Integration Interface (Simple) Question Packages - Low Complexity Question Packages - Medium Complexity Modeling Rules - Low Complexity Modeling Rules - Medium Complexity Maven Workflow	Name 1	Project Manager	Project Manager 1	10%
	Name 2	Developer	Developer 2	20%
	Name 3	DBA	Database Architect 1	17%
	Name 4	Tester	Software Test Analyst 3	18%
	Name 5	BA	Business Analyst	5%
	NTE resource1	Developer	Additional NTE resource1	20%
	NTE resource2	BA	Additional NTE resource2	10%
	Total Contractor resource allocation for Deliverable A			**100%**
	Anticipated End Date			**5/10/2018**
Deliverable - B	**Anticipated Start Date**			**5/1/2018**
Print Template (no custom tokens - 2 page max) Print Template (with a few custom tokens - standard print template assumptions)	Name 1	Project Manager	Project Manager 1	10%
	Name 2	Developer	Developer 2	20%
	Name 5	BA	Business Analyst	45%
	NTE resource1	Developer	Additional NTE resource1	25%
	Total Contractor resource allocation for Deliverable B			100%
	Anticipated End Date			**5/31/2018**
Deliverable - C	**Anticipated Start Date**			**6/1/2018**
Lab Tab Customizations Security configuration document	Name 6	Build Configuration Engineer	Business Analyst 2	60%
	Name 1	Project Manager	Project Manager 1	25%
	Name 5	Tester	Software Test Analyst 3	15%
	Total Contractor resource allocation for Deliverable C			100%

Exhibit 12 - DSHS Health Registries Process Guide

Conduent, Inc.   Maven Security Architecture

	Anticipated End Date	6/30/2018

Note: 1. *Vendor Allocation by Deliverable % - Each deliverable would be composed of a grouping of scope line items from the Master Fee Schedule. e.g. These scope groupings will total 100% for each deliverable and the associated vendor staff allocation will be reflected accordingly.
2. Cell F5 has the earliest Start date
3. Cell F26 has the Latest End date
4. *The total percent allocation for resources across overlaping deliverables for the same time period, cannot exceed 100%. The reason the projects are suggested to make managable deliverables chunks

Cost Table:

		Deliverables	Units	NTE Price	Total	Description
		Cost from Master Fee Schedule				
1	Deliverable A	Integration Interface (Simple)	1	$48,000.00	$48,000.00	File creations in CSV or tab delimited format, or known HL7 messages with implementation guides (such as CDC known messages).
2	Deliverable A	Question Packages - Low Complexity	1	$45,000.00	$45,000.00	Modifying an existing model or create a new model with less than 3 products and less than 250 fields. Small number of validations. If advanced validations and/or rules are needed they need to be added as a modeling rules deliverable.
3	Deliverable A	Question Packages - Medium Complexity	1	$75,000.00	$75,000.00	New model, less than 10 products with 250-2500 fields or less. Simple validations. If advanced validations and/or rules are needed they need to be added as a modeling rules deliverable.
4	Deliverable A	Modeling Rules - Low Complexity	1	$19,000.00	$19,000.00	Rules to manage validations within the same event
5	Deliverable A	Modeling Rules - Medium Complexity	2	$39,000.00	$78,000.00	Mix of validations and calculations within the same event
6	Deliverable A	Maven Workflow	2	$8,500.00	$17,000.00	Implementation of a maven workflow within the Maven framework (not requiring Java)
7	Deliverable B	Print Template (no custom tokens - 2 page max)	1	$5,000.00	$5,000.00	2 page max PM with no more than one new custom token. Customer is expected to provide Word or RFT document to base the print template on. No graphs or other dynamically generated images.
8	Deliverable B	Print Template (with a few custom tokens - standard print template assumptions)	1	$10,000.00	$10,000.00	PT larger than 2 pages or with more than one and less than 6 new custom print tokens. No graphs or other dynamically generated images. Customer is expected to provide Word or RFT document to base the print template on
9	Deliverable C	Lab Tab Customizations	1	$13,000.00	$13,000.00	Addition of fields to the Lab tab, or addition of new lab templates within the ability of the Maven framework.
10	Deliverable C	Security configuration document	1	$25,000.00	$25,000.00	Document explaining the needed security configuration. (group/role configuration, security settings, model configuration).

11		Project Manager oversight (per month) - Level 2	1	$20,000.00	$20,000.00	Project manager with skill level 2 for one month.
12		HLE - Complex	1	TBD	$0.00	Intermediate complex HLE for the scope identified
		Total			$355,000.00	

HLE-10_17_2018.xlsx

17.2   DDI/SRR MICROSOFT PROJECT PLAN (MPP)

High Level Estimate

As per the process guide.

Budgetary Estimate

Below is a sample of the Budgetary Estimate that can be provided prior to contract signing. This is just a **sample of the detail provided and not necessarily the Work Breakdown Structure** that will be utilized. In the Budgetary Estimate it will contain major phases such as Initiation, Planning, Development, Testing, and Implementation. The Development Phase will further be broken out into the major deliverables.

		Task Name	Duration	Start	Finish	Resource Names	Work	November 10/28 11/4 11/11 11/18 11/25	December 12/2 12
1		▷ Planning	33 days?	11/5/18	12/19/18		636 hrs		
21		▷ Development	66 days	12/20/18	3/21/19		1,338 hrs		
39		▷ Testing	79 days	3/22/19	7/10/19		632 hrs		
81		▷ Transition	30 days	7/11/19	8/21/19		480 hrs		
84									
85		Project Management	208 days	11/5/18	8/21/19		840 hrs		

Definitive Estimate

Below are samples of the Definitive Estimate that can be provided at the completion of the Planning Phase. This is just a **sample of the detail provided and not necessarily the Work Breakdown Structure** that will be utilized. In the Definitive Estimate it will contain all the detail down to the activities needed to accomplish each deliverable. Depending on the size, major deliverables could be broken down into smaller subsections in the Work Breakdown Structure. This is the lowest level of planning that will be created.

Sample of level of estimate for Planning:

	Task Name	Duration	Start	Finish	Resource Names	Work
2	⊿ Planning	33 days?	11/5/18	12/19/18		636 hrs
3	⊿ Develop Project Management Plan	28 days	11/5/18	12/12/18		628 hrs
4	Develop Requirements Management Plan	5 days	11/5/18	11/9/18		4 hrs
5	⊿ Develop Scope	18 days	11/12/18	12/5/18		160 hrs
6	Develop Requirements	10 days	11/12/18	11/23/18	Vendor,Progr	80 hrs
7	Develop Work Estimates	3 days	11/26/18	11/28/18	Vendor	24 hrs
8	Approve Requirements	5 days	11/26/18	11/30/18	Program	8 hrs
9	Refine Scope	3 days	11/26/18	11/28/18	Vendor	8 hrs
10	Approve Scope	5 days	11/29/18	12/5/18	Program	40 hrs
11	Develop Schedule	5 days	12/3/18	12/7/18	Vendor	24 hrs
12	Develop Communications Plan	20 days	11/8/18	12/5/18	Program,Ven	8 hrs
13	Develop Quality Management Plan	20 days	11/8/18	12/5/18	Vendor	24 hrs
14	Develop Resource Management Plan	5 days	11/29/18	12/5/18	Vendor	24 hrs
15	Develop Cost Management Plan	10 days	11/26/18	12/7/18	Vendor	8 hrs
16	Develop Risk Management Plan	20 days	11/8/18	12/5/18	Program,Ven	16 hrs
17	Develop Stakeholder Management Plan	20 days	11/8/18	12/5/18	Program,Ven	16 hrs
18	Develop Change Management Plan	20 days	11/8/18	12/5/18	Program,Ven	312 hrs
19	Develop Perfomance Metrics	20 days	11/8/18	12/5/18	Program,Ven	8 hrs
20	Set Scope, Schedule and Cost Baselines	3 days	12/10/18	12/12/18	Vendor	24 hrs
21	Approve Project Management Plan	5 days	12/13/18	12/19/18	Vendor	8 hrs

Sample of the project schedule estimate for Development:

	Task Name	Duration	Start	Finish	Resource Names	Work
21	⊿ Development	66 days	12/20/18	3/21/19		1,338 hrs
22	Analysis	10 days	12/20/18	1/2/19	Program,Ven	160 hrs
23	Design	10 days	12/20/18	1/2/19	Program,Ven	160 hrs
24	⊿ Build	58 days	12/27/18	3/18/19		978 hrs
25	⊿ Workflow Modification to Verification Step	13 days	12/27/18	1/15/19		114 hrs
26	Requirements Review Meeting	0.25 days	12/27/18	12/27/18	Program,Ven	2 hrs
27	Develop Specifications	3 days	12/27/18	12/31/18	Vendor	24 hrs
28	Configure and Implement Workflow Change	5 days	1/1/19	1/7/19	Vendor	40 hrs
29	Test Component	3 days	1/8/19	1/10/19	Vendor	24 hrs
30	Test Component	1 day	1/11/19	1/11/19	Vendor	8 hrs
31	Acquire URA Signoff	1 day	1/14/19	1/14/19	Vendor,Progr	16 hrs
32	>> D5 Workflow Complete	0 days	1/15/19	1/15/19		0 hrs
33	Workflow Modification #2	15 days	1/15/19	2/4/19	Vendor	120 hrs
34	Interface A	15 days	1/25/19	2/14/19	Vendor	120 hrs
35	Print Template A	15 days	2/15/19	3/7/19	Vendor	120 hrs
36	Development Contingency	5 days	3/8/19	3/14/19	Vendor	40 hrs
37	Test Case Development	58 days	12/27/18	3/18/19	Vendor	464 hrs
38	Create Release Build	5 days	3/15/19	3/21/19	Vendor	40 hrs

Sample of the project schedule estimate for Testing:

	Task Name	Duration	Start	Finish	Resource Names	Work
21	▷ Development	66 days	12/20/18	3/21/19		1,338 hrs
39	⊿ Testing	79 days	3/22/19	7/10/19		632 hrs
40	⊿ Vendor Testing Application on Vendor Site	39 days	3/22/19	5/15/19		312 hrs
41	Deploy Build	1 day	3/22/19	3/22/19	Vendor	8 hrs
42	⊿ Functional Testing	19 days	3/25/19	4/18/19		152 hrs
43	Perform Functional - Testing Pass 1	5 days	3/25/19	3/29/19	Vendor	40 hrs
44	Resolve Function Test Pass 1 Defects	5 days	4/1/19	4/5/19	Vendor	40 hrs
45	Perform Functional Test - Testing Pass 2	3 days	4/8/19	4/10/19	Vendor	24 hrs
46	Resolve Functional Test Pass 2 Defects	3 days	4/11/19	4/15/19	Vendor	24 hrs
47	Perform Functional Test - Testing Pass 3	3 days	4/16/19	4/18/19	Vendor	24 hrs
48	▷ Platform Testing - Testing Pass 4	11 days	4/19/19	5/3/19		88 hrs
56	▷ Platform Testing - Testing Pass 5	8 days	5/6/19	5/15/19		64 hrs
63	▷ Vendor Testing Application on State Site	9 days	5/16/19	5/28/19		72 hrs
68	▷ DSHS AppDev Testing Application on State Site	14 days	5/29/19	6/17/19		112 hrs
74	▷ DSHS Program UAT on State Site	17 days	6/18/19	7/10/19		136 hrs

Below is a sample of the Resource Plan that will be provided as part of the Definitive Estimate. The lines below for Program and Vendor will be broken out in further details based on specific roles (ex. Developer, SME, Project Manager) within the project. Eventually those roles will be substituted with names.

Conduent, Inc.   Maven Security Architecture

		Resource Name	Work	Details	Nov	Dec	1st Quarter Jan	Feb	Mar	2nd Quarter Apr	May	Jun	3rd Quarter Jul	Aug	Sep
	ⓘ	▷ Unassigned	844 hrs	Work	88.8h	84.8h	92.88h	80.77h	84.8h	88.85h	92.88h	80.77h	92.88h	56.53h	
1		Conduent	0 hrs	Work											
2	🛉	▷ Program	388 hrs	Work	176.4h	51.6h	8h				40h	72h	40h		
3	🛉	▷ Vendor	1,892 hrs	Work	295.73h	196.27h	424h	320h	248h	176h	144h	88h			
				Work											
				Work											

Find change request form and insert

17.3 TEST ACTIVITY SUMMARY SHEET

Test Activity summary schedule for _____ Registry

Table 15 Test Activity Summary

Type of Test	Start Date	End Date	Owner	Approver
Functional Testing				
Integration Testing				
Security Testing				
Accessibility Testing				
Performance Testing				
Load and Stress				
Regression Testing				
UAT Testing				

17.4 TURNOVER PLAN

DOCUMENT CONTROL/HISTORY

17.4.1.1.1 DOCUMENT CONTROL INFORMATION

Deliverable ID	<Insert Project Name>
Document Name:	Turnover Plan
Project Name:	DSHS Health Registries Project
Client:	Department of State Health Services (DSHS)
Document Version:	<Insert version number>
Date Released:	<Insert Date>
Frequency/Release:	Six (6) months prior to the end of the Contract Term, which may include any optional renewal periods or within three (3) months of DSHS's request for Contract termination.
Electronic File Name:	Turnover Plan

Version	Date	Additions / Modifications	Prepared / Revised by
<Insert version number>	<Insert Date>	<modifications>	<Insert name>

Exhibit 12 - DSHS Health Registries Process Guide

Turnover Plan

1   INTRODUCTION

1.1 PURPOSE

A provision of critical importance to DSHS's business is uninterrupted service delivery of the DSHS Health Registries. The purpose of this document is to outline the activities associated with Turnover of software development, support and maintenance of one or more DSHS Health Registries prior to contract closure.

Note – Contractor will be responsible for technical knowledge transfer and training for example Database Table Relation topics. The DSHS program staff will be responsible for the business and functional topics.

Contractor will only provide data export of all artifacts stored in tools hosted by the contractor.

1.2 STRATEGY AND METHODOLOGY FOLLOWED

The proposed Turnover Plan consists of three phases - Planning, Execution and Results. This document governs the Turnover activities performed in each phase, which include, but are not limited to:

1. Turnover Planning
   a. Develop turnover plan (TUR-OVR-001, Deliverables exhibit, and Process Guide).
      i. Turnover Manager
      ii. Turnover Team Organization
      iii. Content Turnover
      iv. Turnover Timeline and Activities
      v. Knowledge Transfer Activities
      vi. In-flight project and work Activities
      vii. Issue and risk identification
   b. Achieve agreement on turnover plan
   c. Create knowledge base
2. Turnover Execution - (TUR-OVR-002, TUR-OVR-003) Deliverables exhibit, and Process Guide)
   a. Conduct Knowledge Transfer Sessions
      i. Produce status reports of knowledge transfer
      ii. Identify and submit documents and artifacts for knowledge base
      iii. Quality Assurance
   b. Manage Issues and Risks - In turnover results report deliverable detail
      i. Corrective action plan
      ii. Risk Mitigation
3. Turnover Results (TUR-OVR-006), Deliverables exhibit and Process Guide)
   a. Publish turnover results report
      i. Provide final list of production defects

Exhibit 12 - DSHS Health Registries Process Guide

Turnover Plan

    ii. Provide list of carry-over projects (if any)
    iii. Update status of tasks and activities
    iv. Finalized issue and risk logs
    v. Finalized knowledge base repository
  4. Post Turnover (TUR-OVR-004)
    a. Points of Contact
  5. Contract Closeout

Additionally, the plan also describes the Contractor's Quality Assurance process that will be followed throughout the Turnover phase. Following the completion of Turnover activities, Contractor will provide post-Turnover Registry specific support following the Post Turnover methodology and process outlined in this plan.

2   TURNOVER PLANNING

The following sections describe the high-level activities performed as part of the Turnover Planning process.

2.1 DEVELOP TURNOVER PLAN

2.1.1 Turnover Manager

Turnover phase will begin on <insert date>. Contractor appoints <insert single point of contact name> as the Turnover Manager to coordinate activities outlined in the Turnover Plan.

2.1.2 Turnover Team Organization

The below organization chart depicts how the Contractor team will be organized to deliver Turnover activities. The org chart must include, **but is not limited to the following SAMPLE roles:**

Note – Team will comprise of members from both the DSHS and Contractor teams.

1. Turnover Project Manager
2. Business Analyst
3. Maven Implementation lead - Technical Development Owner (TDO)
4. QA Test Lead
5. Client Service Representative (CSR)

<Insert Turnover Team Org Chart>

Figure #TBD - Sample Only Turnover Team Organization

```
                    DSHS Contract Manager
                        or Designee
                            |
                    Turnover Project
                         Manager
                            |
        ┌──────────────┬────┴────────┬──────────────┐
  Maven          Business        QA Test      Client Service
Implementation   Analyst Lead     Lead        Representative
  Lead (TDO)                                      (CSR)
```
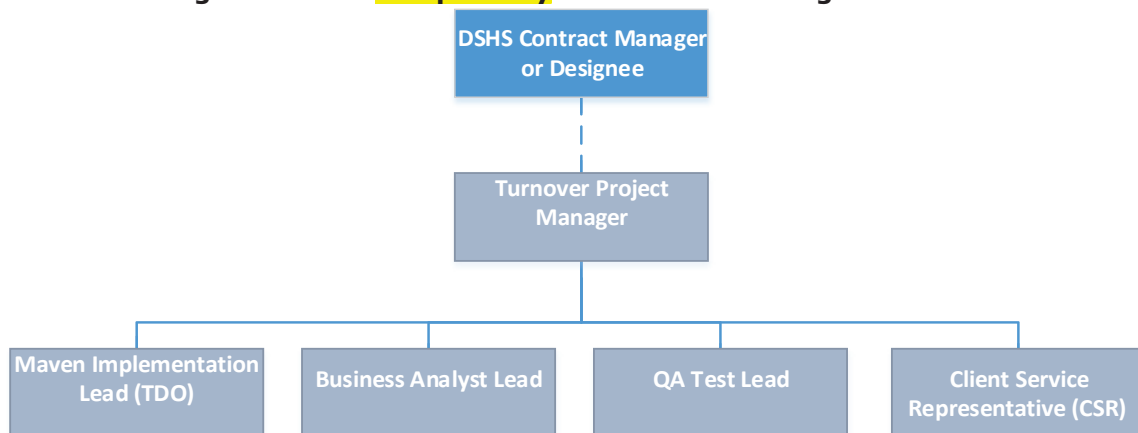
2.1.3 Content Turnover

This section provides details of the artifacts that will be provided to the DSHS Contract Manager and/or their designee following the completion of Turnover phase.

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Turnover Plan

2.1.3.1 Turnover of Documentation and Functional Business Process Flows

The existing functional and technical deliverables for DSHS Health Registries applications including business process flows is part of requirements and design documentation currently available to DSHS. A list of tools used for project execution will also be listed. As part of the Turnover process, Contractor will provide a mapping of artifacts and their location with corresponding tools to DSHS. Additionally, artifacts produced during the Turnover phase will be provided to DSHS.

2.1.3.2 Turnover of Scripts

Contractor will provide a mapping of the application and corresponding build and deployment scripts as part of the Turnover process.

2.1.3.3 Data Relationship, Data Dictionary and High level Design

<Insert data table relationship information here> Contractor will provide a database extract from all the tables used in Maven by Registry. Contractor will also identify the relationship between the tables and the data.

2.1.3.4 List of Overlay and related Software Components by Registry

Components	Description

2.1.3.5 Data Extract and Tools

There are various tools currently used throughout the lifecycle of DDI and SRR projects. The next sub-sections provide details on the tools and their use.

This section provides detailed data extract information from all the tools used by the Contractor. This includes a data extract from all software development life cycle (SDLC) tools.

2.1.3.5.1 Tools

The below table lists all the tools used and their description.

Tool Name and Version	Usage Description
<Insert tool name and version>	<Insert a description indicating the type of tool and what it is used for>

2.1.4 Turnover Timeline and Activities

This section depicts the Registry specific Turnover timeline. During this timeframe, DDI, SRR development and maintenance activities will **ramp down**. Knowledge transfer sessions and job shadowing will be scheduled at mutually agreed upon timeframes that do not interrupt scheduled projects or other support activities.

<Insert Turnover timeline>

2.1.5 Knowledge Transfer Activities

The Contractor and the State or its designee will hold Knowledge Transfer (KT) sessions to ensure turnover activities are complete. The goal of the KT sessions is to ensure that the receiving party can demonstrate understanding of its new task ownership.

2.1.6 In-flight Projects and Work Activities

During the turnover phase, the timeline provided will also identify all in-flight activities that will be ramped down, closed out, or transitioned. All new projects or project changes must be reviewed by the Contract Manager and applicable stakeholders prior to being placed on hold or refactor the scope and schedule to ramp down as needed.

		Inflight Projects and Work Items			
#	Project Name	Description	Ramp Down Date	Closeout or Transition Date	Owner

2.1.7 Defects

The Turnover team will identify all pending defects and address as many that are mutually agreed to, during the Turnover phase.

#	Defect	Description	Owner

2.1.8 Issue and Risk Identification

The Turnover team will identify issues or risks that may prevent successful completion of Turnover activities. The status on progress of Turnover activities

Exhibit 12 - DSHS Health Registries Process Guide

Turnover Plan

and associated risks and/or issues will be included as part of the DSHS Health Registries status reports produced during the Turnover Execution phase.

Risks and Issues					
#	Risk/Issue	Description and Owner	Risk Probability	Impact	Mitigation Strategy/Corrective Action Plan

2.2 APPROVAL OF TURNOVER PLAN

The Turnover Plan must be approved by System Agency.

2.3 ESTABLISH KNOWLEDGE BASE

The Contractor will create a knowledge base that will contain all documents and artifacts identified.

Exhibit 12 - DSHS Health Registries Process Guide

Turnover Plan

3 TURNOVER EXECUTION

The following sections describe the high-level activities performed as part of the Turnover Execution process.

3.1 KNOWLEDGE TRANSFER SESSIONS

Contractor will work with DSHS to facilitate a smooth transfer of knowledge to DSHS or its designee. The following knowledge transfer sessions will be conducted during the Turnover period. Job shadowing will be allowed during the Turnover execution phase on mutually agreed upon components listed in the knowledge transfer plan. Progress against the plan for the knowledge transfer sessions and job shadowing will be monitored and reported as part of the status reports produced during the Turnover Execution phase.

As a prerequisite for the Knowledge Transfer sessions, the attendees must have a basic understanding of:

1. DSHS Health Registries Process Guide
2. State and Federal rules and regulations

	Knowledge Transfer Plan for Specified Registry		
#	Component	Number of Sessions	Description
1	**Technical**	<TBD>	Technical knowledge transfer
2	**Other**	<TBD>	Other subject matter expertise

3.1.1 Knowledge Transfer Status Reporting

The Contractor will report on the status of each knowledge transfer activity.

3.1.2 Knowledge Base Artifact Identification

The purpose of a knowledge base artifact library is to house documentation pertinent to ensuring a successful transfer of business and technical knowledge.

3.1.3 Quality Assurance

The purpose of establishing a Quality Assurance process is to make sure that the Turnover Manager monitors the progress of activities performed during the entire Turnover phase. Contractor will provide support in validating and verifying that Turnover activities are performed in accordance with the Turnover Plan. The Turnover team will work closely with the Turnover Manager to report to the Contract Manager and confirm the progress of the Turnover activities.

Exhibit 12 - DSHS Health Registries Process Guide

Turnover Plan

3.2 RISK AND ISSUE MANAGEMENT

The Turnover team will track and report issues or risks that may prevent successful completion of Turnover activities. The status on progress of Turnover activities and associated risks and/or issues will be included as part of the DSHS Health Registries status reports produced during the Turnover Execution phase. The Turnover team will perform risk mitigation and execute corrective actions.

3.2.1 Corrective Action Plan

Contractor will provide a Corrective Action Plan for issues identified during the Turnover phase.

3.2.2 Risk Mitigation

Contractor will provide an updated risk and issue log with suggested mitigation strategies.

Exhibit 12 - DSHS Health Registries Process Guide

Turnover Plan

4 TURNOVER RESULTS

4.1 TURNOVER RESULTS REPORT

Turnover results report will be submitted to DSHS within 30 days of completion of Turnover activities.

Sample Turnover Results Report:

Turnover Results Report					
#	Turnover Milestone	Description	Planned Delivery Date	Actual Delivery Date	Remarks

4.1.1 Production Defects

Contractor will provide list of production defects by exporting all agreed to fields from the defect repository.

4.1.2 Carryover Projects

Contractor will provide an updated list of in-flight projects and respective status.

4.1.3 Turnover Tasks and Activities

Contractor will provide an updated status of all Turnover tasks and activities.

4.1.4 Issue and Risk Logs

Contractor will provide a final status update for all issues and risks.

4.1.5 Knowledge Base Repository

Contractor will provide a final update for all knowledge base artifacts.

5   POST TURNOVER ACTIVITIES

If requested by the System Agency, Contractor will provide DSHS with post-Turnover Registry specific support for 90 days following contract termination. Contractor appoints <insert contact name, email, phone number> as Post Turnover contact to work with DSHS Contract Manager or designee to monitor post Turnover activities.

The focus of post-Turnover Registry specific activities is to make sure that the Contractor team provides DSHS or DSHS designee necessary support through transition of operations for the DSHS Health Registries Maven application. The scope of Contractor responsibilities will be limited to providing support, assistance, and subject matter expertise as part of issue and/or defect analysis. Similar to previous transitions, Contractor will provide subject matter expertise to DSHS and/or designee so that there is minimal disruption to DSHS Health Registries operations.

<Insert the process to be followed during the Post Turnover phase of the project.>

6   CONTRACT CLOSEOUT

Contractor and DSHS will work collaboratively to complete contract closeout activities. Final status reports will be published on <insert date>. Following are the list of deliverables that will be completed by <insert date>:

Most current timekeeping records (for any resources under DIR NTE rates)

Contract closeout procedures and invoicing

Post- DSHS approval of the above-mentioned deliverables, and final invoices will be submitted. Current planned dates for final invoice submission is <insert date>.

18 DOCUMENT TRACKING

Updates to this document are recorded in Table 16 - Document tracking table below:

Table 16 - Document tracking

File Version	Section/Description	Author	Date
1.0	First version	PPS Team	6/28/2018
1.1	Added Section 8 STATE ACCESS TO MAVEN REPOSITORY	Jagannath Vedula	8/21/2018
1.2	Format changes, added security, emergency and inserted response definition.	PPS Team/Jermaine Anderson	9/17/2018
1.3	Format changes, updated flow, update headings/numbering	Charles Kirk	9/18/2018
1.4	Format changes, comments on format	Charles Kirk	9/19/2018
1.5	Format changes, reorganized sections for better flow, and updated figures.	Charles Kirk, Nick Papanickolaou	10/18/2018
1.6	Format changes, reorganized SDLC Process section, updated figures.	Charles Kirk	10/19/2018

Exhibit 12 - DSHS Health Registries Process Guide

Turnover Plan

File Version	Section/Description	Author	Date
1.7	Format changes, updated sections to have purposes, etc.	Charles Kirk	10/23/2018
1.8	Updates throughout	Charles Kirk	11/1/2018
1.9	Added Section 4 issue resolution Process. 4.1 Thru 4.6. There still some additional work needed.	Jagannath Vedula	11/2/2018
2.0	Updated SDLC flowchart and standardized many other flowcharts. Corrected formatting throughout.	Charles Kirk	11/3/2018
2.1	Updated EMS Trauma process (removed their SDLC as we have it already)	Charles Kirk	11/4/2018
2.2	Changes in Section 4.1	Jagannath Vedula	11/21/2018
2.3	Quality Check - formatting, and updated exhibit and section references	PPS QA	11/28/2018

For edits to the Turnover Plan template, please use the following Word file:

Exhibit_12_Appendix_
DSHS_Health_Registrie

Exhibit 13:
DSHS Health Registries
Detailed Registry Requirements
v.01

Department of State Health Services (DSHS)
Health Registries

DSHS Health Registry Software Development and Maintenance Services
(HRSD&MS) Contract No. HHS000116600001

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Health and Human
Services

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

Exhibit - 13 DSHS Health Registries Detailed Registry Requirements

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Exhibit – 13 DSHS Health Registries Detailed Registry Requirements

1. Detailed Registry Requirements

This document presents the detailed requirements for each of the DSHS Health Registries. Detailed requirements are broken out into the following requirement categories:

  a. Common Across all Registry Requirements (CAR)
  b. Common Across Two or More Registries (2oM)
  c. Registry Specific Requirements (RSR)

The following Health Registries detailed requirements include, but are not limited to, the following:
  a. EMS/Trauma
  b. Birth Defects
  c. Child and Adult Blood Lead
  d. Texas Healthcare Safety Network (TxHSN)
  e. TB/HIV/STD (THISIS)

For each of the registries specific requirements, start on page ten. The requirements that are common across all registries are in the table below:

Requirement ID#	Common Across All Registry Requirements
CAR-001	The system must have the capability to import and filter data from a variety of sources (hospitals, prenatal diagnosis facilities, fetal death certificates, statewide hospital discharge databases, providers, doctors, hospitals, laboratories etc.). Users must be able to modify import format specifications as needed to keep up with format changes.
CAR-002	Contractor must build a single State owned repository to relocate all registry specific requirements, test scenarios, defects, release notes, and other DSHS items into the DSHS State owned repository within six (6) months of the Operations Start Date or other state approved date.
CAR-003	Contractor must use the State owned repository for all DDI, MNT, SRR, requirements, defects, release notes, test scenarios and other DSHS items.
CAR-004	Identify and propose application changes designed to meet and improve DSHS system performance for each registry.
CAR-005	The system must be able to archive historical data separately from active data sets if needed due to storage constraints. (Now, they are kept forever. Future will be covered by HRI standards.)
CAR-006	The system must allow authorized users with appropriate permissions to manually assign and transfer responsibility of records, reassign completed records, and assign pending records as needed.
CAR-007	The system must provide processes that validate and filter the data that is imported from all sources. It must distinguish between approved and non-approved data. It must provide workflow processes for tracking and approving data.
CAR-008	The system must allow user to set predetermined event notifications (alerts) based on workflow conditions, including dates, timeliness, number of pending items, and similar workflow- related items. Note: The administrator would set the majority of alert criteria. Where possible, permit other users to set some criteria.

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Requirement ID#	Common Across All Registry Requirements
CAR-009	The system must allow unified authentication/ authorization services with standard agency network authentication (Active Directory).
CAR-010	The system must facilitate data analysis capability for current and legacy data that accommodates both basic and advanced users. (E.g. identify data patterns and trends).
CAR-011	The system must provide for algorithmic automatic decision assistance tools. E.g. If the record is not submitted in 30 days, RAC and account manager must be contacted.
CAR-012	The system must have a help system that provides the user with context sensitive help based on their location/active focus in the application, including but not limited to application specific help and external links to online documents (procedure manual, coding manual, etc.). Accessing the help system must use a separate process/window and must not cause the users to lose their place in the application.
CAR-013	Administrators must be able to update/edit help documentation.
CAR-014	The system must provide a tracking log of changes made to database field and table structure for all changes allowed through the normal user interface. The system allows users (not IT) to adjust these settings. Tracking includes who, when, what, and why changed. (Must prompt the user for why.)
CAR-015	Records are not tagged by users, instead captured by workflow (they should still be tagged in the workflow by the user?) is this process automatic?
CAR-016	The system must have the ability to spellcheck memo (CLOB) fields, as appropriate. User must have the option of correcting text, making no change, or adding to the dictionary.
CAR-017	The system must support persistent labeling of extracted data according to a standard nomenclature rather than internal system tables/field designations. (E.g. LAST NA = Last Name)
CAR-018	System messaging must support HL7 2.6 or higher and 3.0 or higher formats for data domains with H L7 standards.
CAR-019	The system must provide an administrator the ability to create designated role functionality with specific rights to users in data quality management, tools for the purpose of record duplication checking and resolution.
CAR-020	The system must allow export of data in multiple formats readable by commonly used analytical tools (E.g. Excel, SAS, SPSS - statistical software). These formats must include delimited text, and fixed- width text. The system will provide a tool for mapping queries/reports to a given export format (E.g. wizard) that are usable without programming experience. (Ref: HRI Requirement BUS - 33)
CAR-021	The system must give administrators the ability to lock out all or a group of non-administrator users.
CAR-022	The system must support the sharing of queries with other system users based on user roles. (E.g. SuperUser creates a query for BasicUser2)
CAR-023	The system must allow inclusion of all historical data migrated from all legacy systems. Historical data must be accessible in the new system even if some historical data fields are no longer actively updated.
CAR-024	The system must provide real-time monitoring and viewing of record workflow status.

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Requirement ID#	Common Across All Registry Requirements
CAR-025	The system must replicate/mirror the transactional database to the analysis database no less often than nightly. (This analysis database is not the same thing as the BD analytical database.)
CAR-026	Related to drop down functionality, the system must allow entry option to include codes or key words to quickly reach desired data entry without having to go through a long list. (E.g. predictive text or pre- populating fields)
CAR-027	The system must support both the import and export of data in HL7 2.6 / 3.0 or higher formats for data domains with HL7 standards.
CAR-028	The system must provide rules for error rejection based on critical errors versus error flagging for non-critical errors. Rules must be well documented with description error notes in data dictionary and help system.
CAR-029	The system must have an archival strategy in place at startup.
CAR-030	Related to drop down functionality, the system must allow for customizable lists by authorized users or situational context to limit list specific to them (e.g.: list of local hospitals only). Allow customization to include defaults based on dependencies.
CAR-031	For manual entry, the system must perform data validation on the data entry screen for each field (e.g.: real time correction) according to each DSHS program data validation standards and guidelines.
CAR-032	The system architecture must support a reporting database separate from the transactional database. The reporting database could be in a relational table (Data warehouse), De-normalized tables or any other format as required by the State.
CAR-033	The system architecture must support scalability.
CAR-034	The system must provide authorized users tools to configure business and data validation rules.
CAR-035	The Contractor must provide full unit testing coverage for all core functionality. Unit testing, functionality testing, performance and load testing must all be fully documented and done prior to UAT by DSHS and Production installation.
CAR-036	The system must have the capability to run queries on errors and warnings pertaining to submitted records and workflow items.
CAR-037	The system shall allow for configurable printout of submitted record(s). Output formats must include ability to duplicate hard copy of abstraction paper form.
CAR-038	The Contractor will provide adequate documentation to allow users and support staff to maintain and use the system throughout the system lifecycle, including installation, support, and the maintenance lifecycle. (e.g. helpdesk manual, user training, data dictionary, data model data mapping, etc.)
CAR-039	The system must allow secure user authentication and role-based user authorization. The system must facilitate management of user logins by an agency configurable profile. Authorization must minimally be by password or through integrated agency login validation. (E.g. active directory)

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Requirement ID#	Common Across All Registry Requirements
CAR-040	The system must track and log user account activation and user activity for monitoring use and security purposes. User activity tracking must include specific record access, additions, changes, time stamp, etc., made by each individual.
CAR-041	The system must meet DSHS approved technology, HHS security and accessibility standards including but not limited to HIPAA, ADA (508c), WCAG2.0.
CAR-042	The system must facilitate management of user privileges based on defined roles rather than a case-by-case basis.
CAR-043	Based on role, the system must allow for management of user report access privileges.
CAR-044	The system must be scalable to allow growth and expansion. The system must be minimally scalable to meet projected growth needs for the next ten years. (E.g. BLS is currently adding 600,000 plus records at a proportional rate of 110 percent per year.) Additionally, the system must allow expansion for other registries, data sources, data types, and data elements.
CAR-045	The system must facilitate import and export of data via XML
CAR-046	The system must provide a completely dynamic query tool that allows searching by any single data point. Search results must be sortable and allow user to view and perform appropriate actions on records found. Note: this focuses on locating - finding, viewing, and performing actions on the record inside the system. (E.g. The system must be able to efficiently search at least 25 million records.)
CAR-047	The system must ensure the capability to allow the backup, recover and restore of system database files and objects. (E.g. Data replication processes must be complete prior to scheduled backups.)
CAR-048	The solution must provide interfaces for data exchange(e.g. API, web services).
CAR-049	The system must have the ability to govern and manage reporting queries internally (through the reporting tool) to avoid system performance issues.
CAR-050	The system must provide immediate notification of a failed report to the requesting user, providing translatable, user-friendly reasons and have the error code available for debugging.
CAR-051	Reset user passwords according to agency security standards. For example: if password reset is required, users must follow agency security standards regarding reuse of prior passwords.
CAR-052	The Contractor will provide Administrative User training that must address, but not be limited to, system functionality, report generation, system administration, and other operations. Trainees and users will be provided hardcopy and electronic documentation.
CAR-053	The system must facilitate the prevention of duplicate records.
CAR-054	The system must facilitate data warehouse functionality.
CAR-055	The system must provide ad hoc reporting capabilities.
CAR-056	Data encryption is required. Patient specific data must be encrypted at rest and during transmission.
CAR-057	The system must provide password reset functionality. Allow agency to set requirements for password reset.

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Requirement ID#	Common Across All Registry Requirements
CAR-058	User training must be accomplished by using a train- the-trainer approach.
CAR-059	The system shall have the ability to display/broadcast messages on front page for all users or a group of users.
CAR-060	System security includes dual authentication standard (two factor) from DSHS and challenge questions for login.
CAR-061	The solution must include a separate test environment.
CAR-062	The system shall have capability to display data in Geographical Information Systems (GIS) format, where possible.
CAR-063	The system must have data entry screens designed to be as efficient as possible, with data entry matching the normal flow of data acquisition.
CAR-064	The system must ensure that archived data will be accessible for data analysis.
CAR-065	The system must allow generation of reports on aggregated data at various levels to allow comparisons between facilities, or area performance against other standards.
CAR-066	The system must provide reports in multiple printable formats, including HTML, CSV/Excel and pdf.
CAR-067	The system must allow for authorized external users to save reports in any given allowable export format including but not limited to XML, DBF, Excel, SAS, SPSS, fixed width, CSV.
CAR-068	The system must allow for authorized internal users to save reports in any given allowable export format including but not limited to XML, Excel, SAS, SPSS, fixed width, CSV.
CAR-069	For data entry of a new record, the system cannot save the record unless it meets minimum data requirements based on type of record and user permission. Users with higher permissions can override and save the record.
CAR-070	The system must have the ability to allow the report designer to limit report findings to desired subset/groupings for both ad hoc and standard reports.
CAR-071	The system must include development and processing of common reports. Authorized users will have the ability to modify these reports and develop new common reports, which will be available on the system to all authorized users.
CAR-072	Documentation must be provided for Contractor updates to the system. User training must be provided online or in person for major changes/new version releases.
CAR-073	The system will allow event driven (time/date or data modification) reports, emails and alerts.
CAR-074	The system must support the sharing of reports and queries per user role in group. Common reports that are developed will be available on the system to all users.
CAR-075	The system must provide a web based graphical user interface (GUI).
CAR-076	The system will enable authorized users to run reports of system users, roles and/or groups with various parameters and filterable columns.
CAR-077	The system must have the capability to accommodate manual data entry.
CAR-078	The system must uniquely identify individual records.

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Requirement ID#	Common Across All Registry Requirements
CAR-079	The system must provide drop down functionality for fields requiring a range of data entry (use pick list or check box wherever possible). Must provide auto-populate when applicable. Where possible, the pick list idea should be presented as checkboxes or similar mechanism, so you can actually see what you checked.
CAR-080	The system must have the capability to grey-out fields if not applicable and pre-fill as applicable, based on context or linked records. (E.g. region of jurisdiction is based on county of residence, using patient, health care provider, case coordination, and case finding data / employer data to pre-fill new record. if patient did not arrive by EMS, exclude entry of related data).
CAR-081	The system must allow authorized users to delete records as needed while keeping necessary data elements that are pulled from the record or entered by the user. (E.g. abstraction, case finding, or any other type of record.)
CAR-082	The application and platform used must provide application upgrades/security patches to protect against known vulnerabilities. The system should be designed according to industry standard practices for systems holding confidential information, and should be designed to resist common attacks such as SQL injection and cross-site scripting.
CAR-083	The system's role-based security shall allow for the addition of new users and the termination of existing users (including administrative users) without compromising the system's security.
CAR-084	The system must accommodate the creation of roles with limited elevated privileges and administrative capability, in addition to a system administrator role.
CAR-085	The system will log (date/time) for changes, updates, deletes, additions to patient specific records to track changes of these records over time.
CAR-086	The system must support the ability to restrict changes to certain data elements according to specified program rules or State laws, including time period, geographical region, type of record, etc. (E.g. An adult record type can never be changed to a child record.)
CAR-087	The system must provide context appropriate standard query tools that allow searching for accounts or records. Search results must be sortable and allow user to view and perform appropriate actions on records found.
CAR-088	The system must provide the capability to run and save queries and results to the database storage area, database, and local system.
CAR-089	The system must provide error and success reports to users for all batch data loaded into the system. The report must include error type (E.g. rejection, empty or inaccurate data fields, or duplicate) and specific definition.
CAR-090	The system must be able to delete records in bulk by an authorized user. DSHS App Dev (super users) only using the applications SQL processing module.
CAR-091	The system must meet applicable federal, state, HHSC System, and DSHS agency-specific security standards.
CAR-092	The system must allow automated termination of user sessions based on non-activity. Timed log-offs need to provide a notification message prior to timeout. Must also have the ability to turn this feature off. (Currently the BLS Group does not require application suspension due to non- activity.)

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Requirement ID#	Common Across All Registry Requirements
CAR-093	The system must only allow users to update or correct data for which their role gives them jurisdiction.
CAR-094	The system must allow for assignment of multiple roles to user accounts. Users must not be restricted to a single role in the system.
CAR-095	The system must support various/multiple file formats for interfaces of data submitted (data broker).
CAR-096	The system must be Web-based and browser agnostic.
CAR-097	Contractor must provide cost estimate on all deliverables based on level of effort (hours and staff required for DDI, SMS, and SRR). Contractor described parameters that have limitation or constraints to any deliverables will not be accepted.
CAR-098	Contractor must have the current Web application Archive (WAR) files for all the registries with the build script in the cloud or in a separate physical disaster proof location that can be accessed by DSHS anytime.

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2. Common Across Two or More Registries (2oM)

Requirement ID#	Common Across Two or More Registries
2oM-BLR-DC22	The system must restrict access to an account or record when performing record modification.
BDR-DA2	The system must have data extraction tools to support multi-dimensional (using criteria from multiple data tables and multiple fields) for external analysis of the data. The tool must accommodate both basic and advanced users.
BDR-DA4	The system must provide standard reports for all standard BDES / BLS registry tasks.
BDR-DC23	The system shall allow editing of previously completed individual records. The workflow for a process will be defined by user role. (E.g. administrator does minor edits on completed records.)
BDR-DC28	The system must be able to link related records where required to support business processes. (E.g. possible cases from case finding process - to abstracted cases, BDES record to abstracted case, NBS record to abstracted case, parent to child, sibling and relatives.)
BDR-DA3	The system must allow analysis to include use of linked external data. Ability to cross reference and match with any other imported data. The system must be able to minimally link for individuals, facility, location.
BDR-DC35	The system's workflow rules must support complex rules for record/case assignment, based on both record/case data and metadata. (E.g. a quality reviewer must never be randomly assigned the task of reviewing their own work).
BDR-DI1	The system must allow authorized downloads of data for verification purposes that comply with HIPAA requirements. When data comes out of the system, it must meet HIPAA requirements.
BDR-INF7	The system must use a relational database management system for data storage and must follow industry standard practices for normalization and other data base performance management.
BLR-DC51	For authorized users of the system, the system must capture the User ID information and document the results of quality assurance business processes
BDR-INT3	The system must support linkage to Regulatory, Vital Statistics, CHS, and CMS data.
BDR-NOT1	The system must provide tracking log of changes made to all individual client/patient records (case finding and abstracts) allowed through the normal user interface. Tracking includes who, when, and what the change was.
BLR-DC19	The system must provide live data validation checks during workflow processes and prior to completion of the record.
BLR-DA10	The system must meet DSHS web application and publishing standards.
BLR-DA5	The system must allow reporting and analysis of workflow tasks and activities at least weekly.
BLR-DC40	The system must be able to assign a latitude and longitude to every address in the system for GIS mapping purposes.

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Requirement ID#	Common Across Two or More Registries
BLR-DC52	The system must be able to sort data from tables or flat views on any possible combination of fields.
BLR-DC18	The system must provide the ability to take batches of field data entry of records and update, process, and synchronize them to online system. (E.g. Home Assessments, ELI data from PB 103).
BDR-DA9	The system must be able to export data in the formats required by CDC, N BDPN, ICBDR, etc. The format must be flexible to accommodate changes from the organization.
BLR-DC21	When multiple users are accessing the same record, an individual record from an account must be locked if the update is related to what another user is working on.
BDR-DC30	The system cannot save an abstraction record unless it meets minimum data requirements based on type of record.
BDR-DC38	The system shall have the ability to define and automatically map specific sets of codes to standardized codes. (E.g. ICD-9 to ICD- 10, birth defect codes, hospital codes) Note: Must know which code was the originally entered code so can properly retranslate if a code changes. This may include having extra data fields for each type of code, and the ability to import cross-walk tables rather than enter the mapping by hand.
BLR-DC25	The system must distinguish the difference in workflow stages (case stages) to allow proper workflow, appropriate reports, and queries. (E.g. Verifying addresses and patient information, producing batch processing reports, and identifying duplicate lab results.)
BLR-DC37	The system must track workflow status of individual records. The record status will be updated by user actions in the standard workflow and also be editable by an administrator if record modification is needed. (E.g. User can view records at the data pre-processing stage but cannot modify the record.)
BDR-DC9	The system must provide immediate duplication checking and resolution of case finding (possible cases) and abstraction (true cases).
BDR-SEC20	The system must accommodate the needs of BO telecommuting and home-based users.
BLR-DC41	Standard workflow must include functionality for a user to roll back record updates / Workflow Status within a specified record stage. (E.g. Undo a wrong address assigned to a record.)
BLR-DA9	The system must allow external users restricted access to produce ad hoc aggregate reports via a portal that uses an automated registration method. The registration method will include a caveat/agreement page. (E.g. SOUPFIN)
BLR-DC20	The system must provide live duplication checking upon data entry, immediate duplication checking after a work flow process, and back end duplication checking. It must flag duplicate records based on prescribed rules. It must give the ability to clear the flag.
BLR-DC64	While importing data, the system must identify discrepancies in data codes. The system must notify the user importing the data and system administrator.
BLR-DC66	The system must have ability to list other health conditions besides lead. (E.g. asthma, ADHD, high blood pressure, autistic)
BLR-DC71	The system must brand every record with the origin, source, date and time of creation. Should a duplicate record be found between electronic and manually entered records after

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Requirement ID#	Common Across Two or More Registries
	applying QA/QC procedures, both records can be merged and both brands and dates will be kept.
BLR-DC23	The system must allow an administrator the ability to restrict access to an account or record when performing a batch data import.
BLR-DC77	The system must allow the Case Coordination User the ability to manually open, close, and/or edit current or new cases, due to new events on records.
BLR-DC39	The system must allow an editable, flat table view at the data pre- processing stage, processing stage, and back end database standardization stage.
BLR-DC53	The system must be able to apply the Soundex function to any text field within any index or view on any possible combination of fields.
BLR-DC76	The system must have the capability to automatically open and close cases (en mass) based on prescribed defaults, and the administrator must have the ability to change the defaults. (E.g. Upon import of data a case will be closed due to a low lead level follow up result.)
BLR-GEN19	The system must allow the administrator to assign user roles and permissions for each module. (E.g. User may have access to a module but restricted from wizards/processes within that module.)
BLR-DI1	The system must allow the export of de-identified data for reporting purposes.
BLR-GEN20	The system must provide the ability to filter record views based on user roles and permissions.
BLR-GEN6	The system must give users capability to flag a record to indicate a question and the flag will follow the record until the question is answered and the flag is turned off.
BLR-GEN17	The system must have wizards within modules but not between modules. (E.g. wizards: reports, address standardization, data import/export, batch process.)
BLR-INT4	The registry must provide the capability for data linkage and information exchange for core individual identifier fields between the registry system and a registry patient linkage index.
BLR-NOT11	The system must be able to notify the user with an accurate, real-time progress bar, percent complete and time left of a process. A process contains many sub processes that will need to be taken into consideration when calculating a measurement of the whole process. (E.g. importing 4 million records).
BLR-NOT6	The system will notify the user of actions to be taken on accounts which need review upon login to the system. This feature is dependent on user roles. (E.g. A Case Coordination User logs in and receives an alert to call a provider due to a high lead level recently processed in the system.)
BLR-REP10	The system must provide Administrators the ability to perform real-time monitoring and viewing of other user's workflow status.
BLR-REP16	The system must allow the Administrators to run performance reports on other users.
BLR-REP17	The system must provide the capability for users to run their own performance reports on their system activities.

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Requirement ID#	Common Across Two or More Registries
BLR-REP6	The system must be able to develop a report that would include any possible combination of variables collected by the system. (E.g. Fields in Child Table, Fields in Case Table)
BLR-DC91	The system must be able link a memo field type to any record and associate or provide a link in a memo field to another record.
BLR-UI2	The system must allow for multiple screen browsing without screen/window deactivation. (E.g. user can toggle between two screens/windows within Maven application.)
BLR-UI3	The system must allow for window resizing up to maximum full screen.
HAI-DA1	The system must facilitate data mining capability of current and historic data (e.g., identify data patterns and trends).
HAI-DS3	The system must provide a submission validation check prior to acceptance into database.
HAI-DS4	The system must include a separate holding area that will allow data to be validated before acceptance into database and will not impact production operations.
HAI-DS8	The system must allow submission of batch data files and reject specific files with data field errors.
HAI-NOT2	The system must provide tracking log of records (any data element) to include modifications with (who was logged in) user name, date and time stamp related to the database structure or data broker parsing. Assumes system allows users (not IT) to adjust these settings.
HAI-NOT4	The system must provide data quality service notification automatically due to (delete-persistent) submittal errors. Notification must be provided to the submitter and include error type (e.g., rejection, empty or inaccurate data fields or duplicate) and specific definition. (Data validation, duplicate records, error reporting to submitter & user, and file validation)
HAI-NOT5	The system must notify the submitter via e-mail to confirm the acceptance or rejection of a file in a timely manner (immediately when applicable). If a record is rejected, notification must include reason for rejection and specific error type and definition.
HAI-NOT6	The system must send file transfer (or public submission) notification and validation receipt via e- mail. Receipt must go to the submitter (or public submission) and the owner (e.g., local agency) as applicable.
HAI-NOT7	The system will allow contact communication to be tracked and send predefined emails individually or in batch through the system.
HAI-NOT8	The system must allow user to set predetermined date driven notifications (alerts) to include system reminders and emails related to contacts with facilities and Regulatory data updates to include letters, email, phone calls and faxes.
HAI-DS11-A	Authorized facility users can update their own contact information and certain "Facility" record data using Maven.
HAI-SEC10	Based on role, the system must allow for management of user accounts. Ensure that specific users can be grouped and defined as one of the roles.
HAI-SEC13	The system must provide for a sufficient number of administrative roles to accommodate all levels of system access and security.
HAI-SUP1	Provide general help functions and access to FAQ documentation. Include a dynamic library or Wiki for Frequent Asked Questions (FAQ).

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Exhibit - 13 DSHS Health Registries Detailed Registry Requirements

Requirement ID#	Common Across Two or More Registries
HAI-TRA2	User training must be provided through multiple delivery methods (e.g., on-site, on-line training, Web-based tutorials, Webinars, etc.).
TRIS-DI4	The system must allow export of data to other applications (e.g., Excel, SAS, SPSS (statistical software), Business Objects Enterprise [formerly Crystal Reports]) for selected analysis or reporting.
TRIS-DS23	The system shall allow DSHS Registry Staff to add notes to each entity's account regarding contacts, issues, resolutions, etc.
TRIS-INF6	Application Upgrades to protect sensitive data (OWASP standards)
TRIS-REP10	The system must support de-identified reporting on Key Performance Indicators (KPI's), benchmarking elements at the state level (e.g., comparing local performance against the state average, or comparing hospitals by trauma designation level, comparing Facility and specific hospital unit). The system must also consider comparison at national level.
TRIS-REP2	The system shall facilitate the search of a previously submitted individual record.
TRIS-REP4	The system shall have the capability to run performance reports on data / metadata for individual users / facilities.
TRIS-SEC12	Staff and role designation process should be Web-based and not complex. Designation shall include assignment of new personnel or replacements.
TRIS-SEC14	Computer and network authentication is required for security.
TRIS-SEC5	Each agency/facility needs to have the right to determine who can submit data on their behalf and who can receive subsequent information back.
TRIS-SEC6	The system shall allow agency defined role based access to specific agency data for other entities (facilities/public. e.g., allow capability for hospital and/or specific Medical Director to see the selected EMS data).
TRIS-SEC7	The system shall allow automated desktop log-off based on non-activity. Timed log-offs need to consider all activity on the desktop and/or provide a notification message of timeout.
TRIS-SEC8	The system must only allow an authorized entity to update or correct their data.
TRIS-SUP2(b)	Help desk support with a live operator must be available during normal business days (Monday through Friday) for eight (8) hours per day. Must respond within 12 business hours.
TRIS-SUP2(d)	If live operator is not available for immediate response, the help desk must reply to messages or e-mails within four (4) business hours.
BDR-DC11	The system shall prevent a user from merging abstraction records if one or more of the records is actively in use by another user or assigned to a workflow state disallowing external editing.

Exhibit - 13 DSHS Health Registries Detailed Registry Requirements

3. EMS/Trauma Registry Specific Requirements

Requirement ID#	EMS/Trauma Registry Specific Requirements TRIS also known as EMSTR
RSR-TRIS-DA3	The system shall allow analysis to include use of linked data and have the capability to track outcomes.
TRIS-DI2	The data from current registry must be migrated into the new registry.
TRIS-DI3	Conversion of data from current system can be considered as a separate timeline so as not to slow down or jeopardize movement to the new registry.
TRIS-DM10	The system shall facilitate hospital to hospital linkage and should be able to assimilate levels of multi-facility tracking of individual patients.
TRIS-DM11	The system must support variation of linkage (e.g., transport – hospital – transport – hospital).
TRIS-DM12	The system must establish a unique identifier for each trauma patient/incident.
TRIS-DM8	The system must facilitate linking of corresponding EMS and Hospital registry records.
TRIS-DS1	The system must allow manual on-line entry and updating of individual records.
TRIS-DI1	The registry must allow authorized Trauma providers to download raw data for specific reporting and analysis purposes that comply with HIPAA requirements.
TRIS-DS10	The system shall allow for entry of GPS data and reported in multiple formats (e.g., degree-decimal versus degree-min-sec) that can be converted into a single common format.
TRIS-DS13	The system shall facilitate amendment and replacement of previously submitted individual records that are found to be incorrect. History of change (including who made it and when) must be maintained. (Provide audit functionality to track deleted/changed records).
TRIS-DM1	The system shall be compliant with the most current NEMSIS standard and discretion of the program.
TRIS-DS14	The system shall provide timely notification of rejected submittal(s). Provide capability for timely corrections of warnings.
TRIS-DS15	The system shall provide a submission validation check prior to state registry submittal and allow hospital(s) to correct before final submission.
TRIS-DS16	EMS and trauma providers should be able to use state registry as a local registry that will allow submittal of data and reporting.
TRIS-DM14	The system shall support standards related to TBI, SCI, submersion with expansion ability.
TRIS-DM2	The system shall be compliant with the most current version of NTDB standards and program discretion. (Includes all edit checks, reference code standards and related logic).
TRIS-DS17	The system must include a separate test area that will allow test uploads through a test Web interface and will not impact production operations.
TRIS-DS7	The system shall allow regional registry submission to support local submission to the DSHS State registry.

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Requirement ID#	EMS/Trauma Registry Specific Requirements TRIS also known as EMSTR
TRIS-INF2	System must be available 99.9% of the time.
TRIS-INT1	The registry shall support automated submission of statewide data to the NEMSIS national database.
TRIS-INT3	If the facility submits to the state, the DSHS should have the capability to submit to NTDB.
TRIS-INT7	The registry shall support the requirements for data linkage and information exchange between selected systems. Ensure a complete list of linked systems.
TRIS-DS19	The registry must allow data upload meeting all DSHS standards from all Texas EMS providers and Hospital Trauma Center systems.
TRIS-DS20	The registry shall support submission and separate storage of data for TBI, SCI, and submersion.
TRIS-DS21	If multiple registries are provided in a single solution, the submitter must have the option to select the applicable registry and enter or upload only the related data.
TRIS-INT8	The system shall support linkage to Texas Health Care Information Collection Center (THCIC), vital statistics, TxDOT, DPS and Coroners data.
TRIS-INT9	The system shall support linkage to National Weather Service, Census, and National Electronic Disease Surveillance System (NEDSS) in Texas DSHS (notifying conditions) data.
TRIS-NOT1	The solution shall provide timely notification to the agency and submitter (and owner, if different) of a record found to be a duplicate entry into the registry.
TRIS-REP11	The system shall support the sharing of reports and query solutions (allow local and regional exchange of report formats). Common reports that are developed will be available on the database.
TRIS-REP15	The registry shall provide real-time monitoring and viewing of record processing status.
TRIS-REP5	The system shall allow users to run a report to check activities performed by others on their personal records or records submitted by individuals in their group.
TRIS-REP7	The registry shall include development and processing of common reports. At a minimum, include the mandated reports for reporting to regulatory agencies (e.g., American College of Surgeons [ACS]).
TRIS-REP8	The registry shall allow local agencies to generate reports on aggregated data at various levels (e.g., local, RAC, state, national) to allow comparisons of agency performance against other related groups.
TRIS-SUP2(a)	System support operations should be available 24 hours per day, 7 days per week.
TRIS-SUP3	Provide a Managed Service to monitor and maintain the DSHS Trauma Registry.
TRIS-SUP4	Commercial Off The Shelf solution that is presently developed and functioning. If there are elements of the proposed solution that do not comply with any of the listed standards, the Contractor shall include details about each non-compliant item in their proposal.

4. Birth Defect Registry Specific Requirements

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Exhibit – 13 DSHS Health Registries Detailed Registry Requirements

Requirement ID#	Birth Defect Registry Specific Requirements
RSR-BDR-DC10	The system must provide functionality for distinguishing and de-duplicating case finding data that will require follow-up surveillance.
BDR-DC14	The system must allow association of records with specific workflow tasks. (E.g. to flag a record for follow up, batch reassignments, batch transfers, or other batch aspects).
BDR-DC16	The system must support segregation of routine birth defects data collection from special project data collection. (E.g. controls, pilot data collection, special projects).
BDR-DC18	The system must have ability to track and edit facility-specific profile. Facility records must be linkable to National Provider Index and any master registry list of Texas facilities and BDES facility data.
BDR-DC31	The system must allow for documenting the results of quality assurance business processes (must minimally include field review and re-abstraction results).
BDR-DC32	The system must allow for any QA Specialist to conduct field review on records from any Surveillance Specialist statewide.
BDR-DC33	The system must allow users to enter, edit, and submit any case finding or abstraction records for which they are authorized. The system will allow administrators to assign multiple jurisdictions to the user. (E.g. abstractors could assist other regions).
BDR-DC34	The system must allow for random, weighted assignment of records for quality review at points in the workflow process. (E.g. field review, clinical review, diagnosis code review) Rules will be specified in the workflow process.
BDR-DC39	The system shall have the ability to perform batch changes to data codes for specific effective dates. (E.g. BO diagnosis code from one value to another, hospital codes) The system shall process these changes and generate batches of warnings or error messages similarly to all other data changes.
BDR-REP8	The system shall provide users in a manager's role real-time monitoring and viewing of user workflow status.

Exhibit – 13 DSHS Health Registries Detailed Registry Requirements

5. Blood Lead Registry Specific Requirements

Requirement ID#	Blood Lead Registry Specific Requirements
RSR-BLR-DC12	The system must be able to capture Medicaid number history for every patient/client.
BLR-DC13	The Medicaid number must be related to a lab result record when Medicaid was used to pay for that test.
BLR-DC26	The system shall identify batch imported or manually entered data requiring follow-up case coordination and provide routing to queues or workflows for appropriate follow-up and flagging for data correction to be performed by designated users or user groups.
BLR-DC30	The system must have ability to track and edit entity-specific profiles. Records must be linkable to the National Provider Index (NPD, Texas Provider Index (TPI), existing Lead Registry Providers, Employers, and Laboratories, and any future master registry list of healthcare providers, employers, or laboratories.
BLR-DC35	The system must allow editing of completed records only by authorized users. This editing process will be defined by user role. (E.g. Once a record is in a completed status, only users with specific rights can edit the record.)
BLR-DC4	The system must have the capability to import and filter data from multiple data sources in at least five file formats (ASCII Delimited, Fixed Width, DBF, XLS, and XML). Users must be able to configure data import specifications and store at least 60 different data sources.
BLR-DC46	Within the data pre-processing module, the system must be able to enumerate and produce a task request via email or other notification process. (E.g. all pending files and their source, number of records per file, number of possible cases - open and closed.)
BLR-DC48	The system must be able to link to other external databases where required to support business processes. (E.g. Texas Heath Steps, CHIP, Medicaid, Registries Linkage, Phoenix, Housing Data.)
BLR-DC5	The system must support import of HL7 format laboratory result data with an automated tool.
BLR-DC57	The system must have pre-set data standardizations for patient/client names. (E.g. Prefixes and suffixes, mixed case to all caps, hyphenated last name, and middle names versus initials.)
BLR-DC58	The system must have pre-set data standardizations for patient/client addresses. (E.g. House number, street direction, street name, street type, directional, apartment number, city, and zip code.)
BLR-DC59	The system's workflow rules must support complex QA/QC standards for evaluating work performance in preceding processes. (E.g. Executing the file check program.)
BLR-DC61	The system must have the ability to automatically delete certain duplicate records according to prescribed criteria. The system must be able to retain the record with the most information and/or create a new record if the information is different. (E.g. Duplicate records received with two different addresses for the same specimen date.)
BLR-DC62	The system must have the ability to define and automatically map specific sets of codes to standardized codes. (E.g. ICD-9 to ICD- 10, hospital codes) (Fields for ICD Coding would need to be added to the database structure.)

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Requirement ID#	Blood Lead Registry Specific Requirements
BLR-DC68	The system must be able to produce a quarterly data extract for CDC, according to format required by CDC. (E.g. column delimited text file) The format must be flexible to accommodate changes from the organization.
BLR-DC69	The system must be able to produce a biannual data extract for CDC/NIOSH, according to format required by CDC. (E.g. Excel file) The format must be flexible to accommodate changes from the organization.
BLR-DC70	The system must be able to produce a FREW annual extract of cumulative data. (E.g. column delimited text file which includes previously used IDs) The format must be flexible to accommodate changes from the organization.
BLR-DC75	The system must provide functionality for identifying and linking follow up results for designated cases.
BLR-DC79	With each batch of imported data, the system must automatically assign and transfer responsibility of records, reassign completed records, and assign pending records according to pre-determined rules.
BLR-DC80	The system must have the capability to activate automated scheduling of routine blood level testing.
BLR-DC81	The system must have the capability to activate automated scheduling of diagnostic testing when no diagnostic test has been previously designated.
BLR-DC82	The system must have the capability to activate automated scheduling of Case Coordination events and actions by blood lead level and/or test type.
BLR-DC83	The system must allow the administrator to set time frames for routine retesting by age in months, risk level and blood lead level.
BLR-DC84	The system must allow the administrator to set time frames for diagnostic testing by blood lead level.
BLR-DC85	The system must have the capability to automatically assign testing provider as case provider, unless marked.
BLR-DC86	The system must provide an on screen indicator with: last updated by, date, and time on each account or record.
BLR-DC87	The system must be able to automatically code test reason. (E.g. Diagnostic, follow-up, routine, BLL for child with lead poisoning symptoms.)
BLR-DC88	The system must be able to automatically assign test type. (E.g. Mark test as diagnostic if sample type is venous).
BLR-DC89	The system must be able to automatically designate an account as high risk versus low risk. (E.g. High if elevated BLL or Low if not elevated BLL).
BLR-DC10	The system must be able to interface with TIERS to gather additional case coordination data based on Medicaid number.
BLR-DC90	The system must be able to perform related account and/or record disposition (E.g. Deleting one case workers' ID and assigning related accounts to another case worker.)
BLR-DC92	The system must provide a link between a summary reports within an ELI account and display it in a summary window on the child's account.

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Exhibit – 13 DSHS Health Registries Detailed Registry Requirements

Requirement ID#	Blood Lead Registry Specific Requirements
BLR-DC14	The system must provide support for the upload of XRF machine environmental survey test result data (XLS format) with an automated upload tool and store the file to a repository for QA/QC validation.
BLR-DC93	The system must be able to store Environmental Lead Investigation data entered by offsite field inspectors and internal staff from hard copy. (E.g. Entry of the P103)
BLR-DC94	The system must have the ability to create letters including the dates, in a foreign language, linked to the account's designated language.
BLR-DC95	The system must be able to designate an account as a refugee (w/country of origin), adopted child, foster child, temporary immigrant and or tourist, out of state resident, or maquiladora worker. The refugee designation must be based on refugee clinics, camps and testing centers.
BLR-DC96	The system must be able to store refugee organization demographic information to use as a reference for identifying refugee accounts.
BLR-DC97	The system must provide the user the option to apply demographic changes across linked accounts with the option to select which accounts will be updated. (E.g. Change in guardian or address).
BLR-DC98	The system must have the ability to calculate and display the child's age in months and years based on date of birth, specimen date, and today's date.
BLR-DC99	The system must track workflow status of individual accounts. The account status will be updated by user actions in the standard workflow and also be editable by an administrator if account modification is needed. (E.g. Applying case closure in BLS Process 2.3).
BLR-GEN10	The system will provide notification to users upon login of pending activities or assignments based on priority.
BLR-GEN16	The system must allow the administrator the ability to modify the system definition for at risk population.
BLR-GEN18	The system must be organized into these modules: user role based data entry, data receiving, data preprocessing, data processing, data distribution, case coordination, Environmental Lead Investigations, data analysis, master database backend QA/QC, reporting, and data exporting.
BLR-DC56	The system must be able to electronically or manually capture PB102, PB103, and PBI 10 questionnaire data and Store as PDF attachments with record.
BLR-DC6	The system must be able to import and update health care provider data received from the DSHS Laboratory.
BLR-DC63	The system must allow the ability to perform core global changes to data codes for specific effective dates.
BLR-NOT10	The system must be able to notify the user when the responsibility for a record changes from one user to another.
BLR-DC73	The system will provide a method to make large QA/QC batch updates to live data based on complex logical criteria, preferably in an SQL based format. DSHS App Dev (super users) only using the applications SQL processing module.

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Exhibit – 13 DSHS Health Registries Detailed Registry Requirements

Requirement ID#	Blood Lead Registry Specific Requirements
BLR-REP18	The system must have the ability to produce an Environmental Lead Investigation (ELI) Invoice for Medicaid and reference the DSHS Central Billing System identifier.
BLR-REP20	The system must allow for generating standard reports directly from patient/client account screen. (E.g. Shortcut or button to print a Complete Child Report).
BLR-RR3	The system must be able to back up every batch of processed data after a significant change to the file. (E.g. A copy of the file is saved, compressed, and stored away after standardization of addresses and before standardization of names.).
BLR-SEC12	The system must have the ability to use HTTPS protocol and be SSL compliant.
BLR-TRA3	External users who will be running reports from the Blood Lead Surveillance (BLS) data will require instruction on the Maven reports module via a Web Based tutorial. These users will have restricted and limited access within the reporting tool.
BLR-GEN13	The system must have a context sensitive search functionality.
BLR-SEC20	The system must be able to allow external Lead Risk Assessors to use the application in the field.

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6. Texas Healthcare Safety Network Registry Specific Requirements

Requirement ID#	Texas Healthcare Safety Network Registry Specific Requirement HAI also known as TxHSN
RSR-HAI-DA5	System must allow for reporting of risk adjusted data (e.g.to account for a patient's severity of illness at the time of admission, the likelihood of development of a disease or outcome prior to any medical intervention, time in surgery, etc.).
HAI-DS11	The system must allow HAI Team to add notes to each facility's account regarding contacts, issues, resolutions, in compliance with retention rules.
HAI-DS17	The system must accept detailed data as well as facility summary data from other sources (NHSN, CHS, VSU, CMS, etc.) for data analysis.
HAI-DS9	The system must support submission and separate storage of data for HAI, Audit, PAE, and publicly reported data.
HAI-INTX5	2 weeks of test scenario documentation assistance to TX DSHS.
HAI-NOT1	The system must provide tracking log of records (any data element) to include modifications with (who was logged in) user name, date and time stamp for all CDC Updated and Audit Information tracked by the system.
HAI-NOT12	The system must provide an automated email alert to both facilities and HAI Team regarding contact management detail changes/additions/deletes.
HAI-NOT3	The system must provide tracking log of records (any data element) to include modifications with (who was logged in) user name, date and time stamp. Assumes tracking of Contact and enrollment data modifications for security and historical tracking.
HAI-DA4	The system must allow for printout of submitted record(s) individually and by facility (and unit), by quarter, and/or by report period, to include noted errors (shown by facility by event or procedure).
HAI-DM5	Compliance with and ability to update system to align with (as needed) the most current version of CDC NHSN Standards and Output reports for HAI including but not limited to protocol, processes, case definitions, and relevant reporting codes (e.g. ICD-10-CM).
HAI-REP13	The system must include development and processing of common reports. At a minimum, include the mandated static reports for reporting to facilities and the public. The HAI Team will have the ability to modify these reports.
HAI-DS15	The system must allow for facility specific data to be imported from Regulatory files. The facility data includes facility specific address, contact names, email address and phone/fax numbers that can be deleted, updated and added upon each import.
HAI-DS16	The system must allow for facility specific data in the Facility record to be manually deleted, updated and added by authorized users.
HAI-DS19	System must be able to distinguish and compare CDC NHSN reported data and Texas HAI Audit data. (E.g. Updates to CDC NHSN data from facilities must be collected, retained and compared to Audit data.)
HAI-DS6	The system must allow data uploaded from all healthcare facilities that are required to report according to state statute.

Exhibit – 13 DSHS Health Registries Detailed Registry Requirements

Requirement ID#	Texas Healthcare Safety Network Registry Specific Requirement HAI also known as TxHSN
HAI-SUP2(a)	Help desk support with a live operator must be available during normal business days (Monday through Friday) for 9 hours per day.
HAI-SUP2(c)	If live operator is not available for immediate response, the help desk must reply to messages or e-mails within 1 business day.
HAI-X2	Integrate with custom DSHS geocoding service.
HAI-REP17	The system will provide a report of facility enrollment and reporting statuses.
HAI-REP4	Character limits will be imposed on facility entered comments. No characters will be allowed once the character limit has been reached.
HAI-RNDX1	Facilities will not access Maven directly to review or correct individual HAI data records. Facilities will be able to access Maven directly to review and correct individual PAE data records.
HAI-RNDX3	Contractor will support New and modification of existing Print Templates.

Exhibit - 13 DSHS Health Registries Detailed Registry Requirements

7. TB/HIV/STD (THISIS) Registry Specific Requirements

Requirement ID#	THISIS Registry Specific Requirements TB/HIV/STD also known as THISIS
RQ-022	Ability for decision trees/reactor grids to be varied across jurisdictions.
RQ-244	System must support google like search.
TB-342	6 month trigger which lasts 2 years to remind that drug resistance cases need CXR (from date of treatment completion).
TB-393	6 month trigger which lasts 2 years to remind that contacts to drug resistance cases need CXR (from date of treatment completion) sent via text message to local jurisdiction automatically.
RQ-281	A note box or checkboxes to capture decision made (e.g. new info because…).
RQ-178	A visually easy way to see what information is present/ not present - this must be able to exclude data that was auto-populated.
TB-500	Ability for anyone who needs to know about closure to get notified (including DSHS).
TB-417	Ability for coordinator/supervisor to prioritize cases/suspects for CI.
TB-487	Ability for Field service dispatcher to assign case load.
TB-488	Ability for FS dispatcher to indicate current regimen.
TB-450	Ability for local health department to report on additional suspect or case from a correctional facility that was never actually reported to the LHDLHD.
TB-489	Ability for supervisor and nurse to sign-off closure.
TB-19	Ability for system to capture and / or accept electronic/digital signatures.
TB-343	Ability of jurisdictions within TX to notify each other of receiving or outgoing patients.
TB-533	Ability to accept an Mexico looking address (fields for Mexican addresses in the correct format).
RQ-152	Ability to add additional variables that are local and only pertain to a specific jurisdiction.
TB-344	Ability to add all contacts for one source at the same time without having to move between screens to do this.
TB-193	Ability to allow for multiple levels of approval for closure.
TB-418	Ability to assign a contact for CI.
TB-230	Ability to assign a regimen# every time there is medication order change.
RQ-326	Ability to assign cases to reviewers (with timestamp of when the cases are given to reviewers).
TB-229	Ability to assign specific patient to case management.
TB-20	Ability to auto populate as many fields as possible.
RQ-024	Ability to auto-assign events to available staff based on workload and available time (e.g. part time workers, people on vacations, etc.) and/or Facility (HIV surv only) and/or event types (Congenital, etc.).
RQ-073	Ability to automatically update case with information such as requested testing by Wadsworth, result received, etc.
RQ-480	Ability to batch import/update shipment dates of specimens into Maven.
TB-21	Ability to be able to search for events across the state (in and out of the respective jurisdiction).
RQ-030	Ability to capture aggregate data from screenings (e.g. jail screenings - ex. Number of people tested in a jail).

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Exhibit – 13 DSHS Health Registries Detailed Registry Requirements

Requirement ID#	THISIS Registry Specific Requirements TB/HIV/STD also known as THISIS
TB-419	Ability to capture all patient data (information collected during the interview) (the 10pg worksheet and 340/341 forms).
TB-194	Ability to capture appointment dates.
RQ-028	Ability to capture multiple aliases, phone numbers, email addresses, screen names, and addresses for a patient.
TB-22	Ability to capture secure signatures, prevent changing of notes or signatures afterwards (hard notes).
RQ-188	Ability to capture the matching score of the geocoded address.
RQ-450	Ability to capture who reported the infection - not limited to only one reporter.
RQ-007	Ability to change priority of questions in the system -e.g. make them trigger workflows, etc. (locally and centrally).
TB-420	Ability to change/update ATS classification from a contact to a case.
RQ-231	Ability to close a case as 'admin close' or not a case.
TB-421	Ability to close the contact and the contact investigation.
TB-491	Ability to count #of times patient track meds, #of visits, #of successful visits, DOT/DOPT visits, phone calls, ESAT.
TB-492	Ability to count number of doses of each medication separately.
TB-90	Ability to create case card and enter information on case card.
TB-23	Ability to create customized user friendly screens for data entry and overviews (such as case management activities).
RQ-008	Ability to create list of open or closed cases missing variables including and other than the key variables (variables TBD).
RQ-476	Ability to de-activate a user within the system.
RQ-471	Ability to define their own address type list.
TB-493	Ability to differentiate between new and changed medication refill orders.
TB-24	Ability to do modifications to the system to support process changes/ must be adaptable.
TB-529	Ability to enter bi-national patients and mark them as part of the bi-national program.
TB-345	Ability to enter updates received by TBNet or CureTB.
TB-346	Ability to enter when appropriate staff heard back from another jurisdiction.
RQ-110	Ability to extract data needed for GIS projects.
TB-347	Ability to generate a report that sorts by diagnosis at correctional facility (from RVCT).
TB-232	Ability to generate date of completion from initial phase to continuation phase.
TB-446	Ability to generate OOJ reports to send to other states or countries, for OOJ contacts.
TB-25	Ability to generate own reports without going to the state.
RQ-238	Ability to group users into teams.
TB-41	Ability to have a review phase of specific data prior to final entry into the system.
TB-26	Ability to have fields for narrative notes.
RQ-153	Ability to have local and global fields and be able to make local fields global.
RQ-452	Ability to have multiple administrators at local jurisdiction with different security settings (and different rights to exportation of data) (Report and local administrator).
TB-348	Ability to have multiple contact episodes for a single contact.
TB-530	Ability to have TB-340 and TB-400 in Spanish.
RQ-268	Ability to identify co-morbidity in Houston Maven to Central Maven (HIV/TB/STD).

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Requirement ID#	THISIS Registry Specific Requirements TB/HIV/STD also known as THISIS
TB-394	Ability to identify contacts based on the genotype of the case.
RQ-314	Ability to import other system data including but not limited to ARIES,CPCDMS, ADAP - AIDS Drug Assistance program, data and match to existing persons in Maven.
RQ-066	Ability to Import lists from incidence sites (public health labs).
TB-17	Ability to indicate original vs. duplicate copy of a form (watermark?).
TB-91	Ability to indicate that case is ready to report to the state.
TB-494	Ability to indicate treatment type (DOT, self-medication, etc.).
TB-27	Ability to keep a call log, and create a log on given criteria, including a report.
RQ-207	Ability to keep a log of duplicates which were merged. (including STATENO).
TB-528	Ability to keep out of state/out of country bi-national patients in the system.
RQ-187	Ability to know to which level a patient address is geocodable - e.g. We can determine that TX is accurate, or that the county is, or that the residence is.
RQ-186	Ability to know when an address cannot be geocoded.
TB-349	Ability to link venue of exposure to contact.
TB-92	Ability to lock/freeze data after confirmation of matching with the state - year end.
TB-495	Ability to maintain entire medication orders history (including incorrect orders), including regimen number.
RQ-150	Ability to make a note display on the main screen to call attention to something for a user on which to take action.
TB-62	Ability to manually input lab data which don't come from ELR system.
RQ-074	Ability to manually update case with information about specimen disposition, such as testing performed, etc.
RQ-223	Ability to mark a case off as confirmed out of state - must be able to enter STATENO from a different state.
TB-539	Ability to mark a patient as 'BOLO' Be On The Look Out.
TB-231	Ability to mark a record as closed.
RQ-179	Ability to mark an address/other contact information as incorrect or irrelevant for some reason - a notes field would be sufficient.
TB-350	Ability to note when patient is enrolled in TBNet or CureTB.
TB-233	Ability to notify and send pharmacy staff new and changed orders.
TB-496	Ability to notify appropriate staff that medication order is wrong and why it's wrong.
TB-351	Ability to open a closed historical record.
RQ-026	Ability to override auto-assignments of events (field records and case investigations and interviews and lab results) to jurisdictions/supervisors/field staff.
TB-30	Ability to print all forms: DOT forms, CI forms, Nurse forms, and Case Registry forms.
TB-195	Ability to print daily DOT schedule.
TB-497	Ability to print prescription based on physician orders.
TB-234	Ability to provide # of doses and medications that the person has received or missed.
RQ-261	Ability to receive ELR from labs.
TB-352	Ability to recommend a contact (TB-340) priority, with the ability to override manually.
TB-93	Ability to review receipt of information for completion of treatment and treatment updates.
TB-31	Ability to run reports off the back-end database (especially de-normalized tables).
RQ-076	Ability to Scan the barcode (the STARHS ID and the LAB barcode) into Maven.

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Exhibit - 13 DSHS Health Registries Detailed Registry Requirements

Requirement ID#	THISIS Registry Specific Requirements TB/HIV/STD also known as THISIS
RQ-208	Ability to see all potential duplicates at one time - not just for the one case/person.
TB-32	Ability to see all relevant data related to a patient.
TB-33	Ability to see bacteriology, serology and medications for a patient.
RQ-481	Ability to see within a specific timeframe and/or surveillance sites the various statuses of the specimens (how many eligible, how many shipped, how many received BED results for, etc.)
TB-498	Ability to send physician orders to pharmacy electronically.
TB-235	Ability to show what drugs make up patients initial phase of therapy and continuation phase (report).
RQ-478	Ability to specify questions are required for one disease (circumstance) but not required for others.
RQ-477	Ability to specify which questions are audited.
TB-499	Ability to submit to ePrescribe.
TB-34	Ability to track co-morbidities.
TB-94	Ability to track ownership of case/suspects - who belongs to whom.
TB-353	Ability to track temporary shelter/hospital/other facility within TX (temporary relocation facilities- i.e. Hurricane placement).
RQ-077	Ability to track the STAHRS ID for a case and on a specimen level.
RQ-204	Ability to unlink documents which were linked to an HIV master incorrectly.
RQ-206	Ability to unmerge cases/persons.
RQ-038	Ability to update addresses without losing connection to the event.
TB-416	Ability to update data fields at any time.
TB-543	Ability to upload excel spreadsheets of DOT and toxicity information sent to Bi-National program and uploaded by them.
TB-240	Able to send encrypted emails.
TB-236	Able to capture the recommended # of weeks of therapy.
RQ-292	Able to capture TTH (testing and treatment history) data through public health interviews.
TB-237	Able to determine weight based medication orders, and allow manual entry.
TB-422	Able to do many to many links (one contact needs to be able to be linked to multiple source cases, one source case needs to be able to link to multiple contacts and other source cases).
TB-238	Able to produce a report or get a list of patients not started on RIPE (rifampin, isoniazid, pyrazinamide, ethambutol).
TB-239	Able to provide report based on SMART goals (state CDC objectives) for each individual nursing assignment.
TB-241	Able to search for drug/drug interaction and notify appropriate staff.
RQ-463	Able to see if another program did an investigation and if there is relevant information.
TB-35	Ability to add local or regional reports.
TB-36	Ability to have Houston-only data fields (or other LHDs)
RQ-203	Address information can be used to declare two cases as duplicates but cannot be a rationale to not consider something a duplicate.
RQ-171	Address/name/DOB history kept in the system.
TB-534	Addresses needs to be geocoded (both for US and Mexican addresses).
TB-550	Alert - All children under 5 not evaluated in X days.
TB-551	Alert - All children without TST in X days to be put on prophylaxis after N days and chest x-ray.

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Requirement ID#	THISIS Registry Specific Requirements TB/HIV/STD also known as THISIS
TB-196	Alert appropriate staff if smears/cultures are still positive after 3 months.
TB-354	Alert automatically when positivity rate is > certain threshold - to consider expanding contact investigation.
RQ-212	Alert if common name/DOB combo.
TB-355	Alert if contact is exposed to a known Drug Resistant case.
TB-356	Alert if CXR not done within a specific timeframe.
RQ-282	Alert if pregnant woman.
TB-197	Alert NCM if reorder required.
TB-242	Alert or notification to nursing and field of any patient that has not culture converted in 50 days.
TB-198	Alert responsible staff if date drug therapy stopped does not equal last drug treatment administered on treatment log.
TB-199	Alert responsible staff to complete TB 400 form fields every 90 days if no change in treatment.
TB-95	Alert state for need of RVCT#.
TB-200	Alert to appropriate staff if patient on Rifabutin/ethambutol to conduct monthly vision check.
TB-201	Alert to NCM if patient on injectable to perform monthly hearing check.
TB-277	Alert/reminder about sputum follow-up 30, 60 or 90 days if no sputum conversion. Sputum conversion is > or = to 1 day sputum negative culture from last sputum positive culture.
TB-1	All data fields from existing forms should be in Maven.
TB-202	All positive DR's should trigger an alert to appropriate staff to obtain medical consult.
TB-545	All queues should be limited by jurisdictional/work area view.
RQ-400	All syphilis are high priority/immediate.
RQ-001	All users should be able to see all cases; however not all users can edit all cases. (Both geographically and programmatically).
RQ-027	Allow ability to enter an approximate age - if DOB is unknown.
TB-413	Allow for bi-national program to override assigned priority.
RQ-065	Allow for creation of self-administered questionnaire for providers/patients during outbreak.
TB-357	Allow multiple investigations to be linked to a single case.
TB-203	Allow system access to expert doctor for consultation (system to capture consultation data).
TB-204	Appropriate staff should receive notification of all patients up-to-date on treatment/% at or above preset threshold (positive reinforcement).
TB-358	Approval process - trigger for second line drugs automatically - alert staff in Drug Resistance program.
RQ-437	Assign errors to appropriate supervisor when data needs to be cleaned/corrected.
TB-395	Assign priority to contacts based on conditions associated with index case.
RQ-202	Associate lab report with pulldown facility list - e.g. be able to standardize lab names.
RQ-474	Audit trail of changes by user.
TB-447	Auto populate fields in NTCA3 and TB220.
TB-513	Auto-assign STATENO (and must be editable and send notification when changed).
RQ-234	Auto-assign unique STATENO (HIV)/CASENO (STD) derived/named based on specified criteria (possibly by, year, jurisdiction, etc.).
RQ-301	Auto-link events (specifically HIV-related events to HIV-Master).
RQ-213	Automate / generate a line list for record search with soundex and dob and sex on a weekly basis.

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Requirement ID#	THISIS Registry Specific Requirements TB/HIV/STD also known as THISIS
RQ-245	Automatic case closures based on lab results (based on HIV decision tree and syphilis reactor grids).
RQ-448	Automatic missing data list (demographic) on morbidity.
TB-359	Automatic reminder to enroll patient into TB Net or CureTB.
RQ-180	Automatic way to trigger PHFU (based on decision tree/reactor grid).
TB-360	Automatically alert if source case is drug resistant.
TB-361	Automatically call attention to contact named by two different sources who have the same genotype (epilink).
RQ-250	Automatically determine immediate or routine investigation and ability to override.
RQ-083	Automatically match results to existing STARHS IDs.
RQ-084	Automatically match to existing cases using accession # for WW specimens..
TB-362	Automatically notify corrections team if contact investigation is occurring in any correctional facility.
TB-537	Automatically route to the correct bi-national jurisdiction.
RQ-201	Automatically store the data during data entry.
RQ-039	Auto-populate field record information (demographic information primarily).
RQ-144	Auto-population of city/state/zip combos - if only one possible county, populate county automatically, etc.
RQ-161	Be able to add attachments such as images, photographs, audio, and/or video files to records.
RQ-147	Be able to add Word, pdf, and teleform attachments to events.
RQ-306	Be able to add/remove imported fields from eHARS to Maven if necessary in the future without programmatic experience.
RQ-441	Be able to automate a report of those users that are entering the most errors and which errors these are (to identify training needs).
TB-363	Be able to calculate %'s of contacts who are positive or have completed therapy, etc. (performance indicators) by contact investigation or timeframe.
TB-364	Be able to capture addresses of venues.
RQ-225	Be able to define dropdown lists which appear in the core product (e.g. gender/sex at birth/address types).
RQ-122	Be able to define link types and relationship types.
RQ-168	Be able to define Texas STD/HIV/TB system dropdown lists, including lists like states, countries, languages, etc.
RQ-173	Be able to do all work processes inside the system.
RQ-121	Be able to filter lab results by disease and timeframes.
RQ-100	Be able to generate Community Based Organization (CBO) performance reports (e.g. have CBO's been sending in ACRF's).
RQ-099	Be able to generate lab performance reports (Labs reported positive results in specific timeframes also completeness of data and volume of reports).
RQ-192	Be able to have a translational table to cross-reference HIV Surv risks with STD PHFU risks.
RQ-222	Be able to have access to data dictionaries and flow charts of the system.
TB-365	Be able to identify/report on contacts who became cases or vice versus (if a new suspect, ability to determine if ever a contact).
RQ-141	Be able to import a batch of records in different formats - e.g. Excel, SAS, Access, txt, HL7, etc. (These can be lab results, events, demographic information, and specific data elements).
RQ-148	Be able to import teleform files and have them populate data in the system.

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RQ-193	Be able to make changes to the translational table without programming experience.
RQ-191	Be able to make field level (questions in Model) modifications to which data is copied from the "master" co-infection event to the co-infected event.
RQ-439.2	Be able to mark a case as being reviewed (extra ordinary data etc.).
RQ-254	Be able to mark an event (field record) as marginal and be able to change it to an investigative event later if necessary.
RQ-439	Be able to mark data as "cleaned".
RQ-036	Be able to mark questions as required.
RQ-116	Be able to print lab forms pre-filled with address and phone number that was received from lab (not necessarily the current address).
RQ-115	Be able to print lab forms pre-filled with results from Maven - using DSHS standard format.
RQ-123	Be able to re-open closed cases.
RQ-447	Be able to run reports and export data on locally added variables.
RQ-217	Be able to schedule reports to run automatically.
RQ-198	Be able to see information for more than one event at one time.
RQ-194	Be able to see lab reports at the same time the user is entering data into any question package.
RQ-216	Be able to see results of reports.
RQ-172	Be able to select the appropriate address/contact information for a patient at a specific point in time - in the event that the address was entered either incorrectly or more information was found later which would require the address to change.
RQ-181	Be able to show/hide questions based on answers to other questions.
RQ-440	Be able to specify for extracts and reports whether to run on cleaned data only or all data.
RQ-114	Be able to specify format for de-normalized reports - so the data is importable into SAS.
RQ-154	Be able to specify report security based on role - e.g. users of a specific role can/cannot see specific reports.
RQ-063	Be able to specify weights on specified common names.
RQ-280	Be able to tell system to ignore flagged addresses for manual review of geocoding when necessary (be able to remove from "flagged" queue when acknowledged).
RQ-137	Be able to track when provider case reports are entered into the system as well as all the lab reports.
RQ-184	Be able to utilize the existing Houston geocoding system.
RQ-016	Be able view on the screen what we used to enter on forms with the same look and feel.
RQ-205	Be notified if there are orphaned HIV documents - e.g. not attached to an HIV master.
TB-38	Bi-directional interface to relevant EMR, EHR systems @ local health jurisdictions (e.g. EPIC, Clients.
TB-527	Bi-national team needs to be able to search if a patient is already in the system.
RQ-170	Calculate and display age at diagnosis and current age.
RQ-098	Calculate number of days to close an investigation and calculate number of days to finish review.
TB-501	Capture date and name of the nurse processing the orders.
TB-243	Capture date of appointment and time stamp.
RQ-305	Capture date person information was updated in Maven from eHARS.
TB-423	Capture information about source case and location during a CI.

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Requirement ID#	THISIS Registry Specific Requirements TB/HIV/STD also known as THISIS
RQ-434	Capture pick-up locations on the interview record and the re-interview (R/I?).
TB-2	Capture transportation arrangements, interpreter, and date of appointment for any TB patient (LTBI, Contact, Suspect).
TB-396	Case genotype (data field).
TB-39	Case ownership must always remain with originating jurisdiction.
TB-414	Case verification report.
TB-424	Check for previous history.
RQ-286	Check list of tasks to be completed during case investigation.
RQ-382	Chlamydia/gonorrhea labs must either attach to existing case (if within specified timeframe) or create new case if outside of timeframe.
RQ-037	Clear indication that the address provided is the provider's address if it's the provider's address and not the patient's.
RQ-033	Collect all data from all forms - All fields from forms must be able to be captured in the system (e.g. field records, interview records, re-interview records, cluster interview records, congenital information forms, case review sheet, intelligent sheet case closure forms).
RQ-057	Configuration of workflows based on user role.
TB-521	Conversion of existing TB databases including but not limited to TB-PAM, TB Master, and local TB databases must be part of the project.
TB-459	County (and other refugee clinics) should be able to enter refugee data (screening) into Maven.
TB-412	Create an alert when doctor-assigned ATS classification does not match business rules for assignments for manual review.
RQ-358	Create EMR component to be available to local health departments to allow sites to use Maven for clinical tracking.
RQ-164	Create new event and person information for unmatched events/persons.
TB-244	Creation of case management EMR (printable).
TB-142	Daily HL7 notifications of TB cases to CDC.
RQ-117	Data encrypted on database, but human readable in user interface with proper log in credentials.
TB-40	Data entry cannot slow down the process of managing patients - fields which are required but not yet populated cannot prevent progress on the case.
RQ-199	Data entry screen is user-friendly and built to resemble current and/or future forms/screens (specifically order of questions).
TB-3	Data entry screens should mimic the order and layout of questions of the current forms.
RQ-064	Deduplication address exclusions for institutions (e.g. prisons) when merging patients.
RQ-304	Define and Collect all pertinent data in the system that is collected in eHARS.
RQ-215	Define reports that LHD is allowed to see.
RQ-120	Demographic/address history is viewable only when you want to see it.
RQ-113	De-normalized reporting on demand.
RQ-483	Desire to have an email sent to ICP to add more information to the case.
TB-366	Determine bi-national status.
TB-502	Different queue for new and refills of medicine.
TB-245	Differentiate between MD orders and reports.
TB-541	DOT sheets and check-list in Spanish (TB206, TB 205).

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TB-246	Duplicated TB202 needs to be locked for updates.
TB-42	Easy data entry of DOT forms - which follow order of current forms.
TB-460	EDN must integrate with Maven (Maven to be able to receive data from EDN and send information back) (at a minimum a manual import/export).
TB-96	Electronic alert of new jurisdiction.
TB-503	Electronic confirmation from pharmacy when prescription has been filled.
TB-247	System must provide Workflow configuration which will trigger electronic notifications and alerts from medication room to field based on business rules.
TB-97	Electronic notification to DSHS of out of country patient.
TB-98	Electronic notification to DSHS of out of state patient.
TB-504	Electronic notification when medication is ready for pick-up.
TB-248	System must provide Workflow configuration which will trigger electronic notifications and alerts to medication room based on business rules.
TB-249	Electronic printable case management records.
TB-425	Electronic transfer of information from EMR to Maven (clinics system, possibly EPIC).
TB-426	Electronically transfer information on TB400A and B from EMR to Maven.
TB-367	Enter NAAT results (data field).
TB-205	Every change of medication should be entered in the system and calculated by drug, frequency and dose.
TB-368	Every contact must be able to be linked to every case who named them and venue of exposure.
TB-43	Everyone can see all TB events, but not everyone can edit all TB events - only be able to edit events in their own jurisdictions.
TB-44	Everything we do must be able to be documented and output in Maven.
TB-45	Existing data (from TB Master, 6 separate access databases) has to be migrated to Maven.
TB-46	Existing system Preset and TB Master should be replaced, this requires Maven to have at a minimum the same level of functionality.
RQ-454	Export data by parameters such as date ranges, diseases, providers, etc.
RQ-311	Facility list must be the same for all jurisdictions.
RQ-277	Flag addresses which are not geo-codeable.
RQ-475	Flag for abnormal user logins/uses.
RQ-276	Flag overdue cases (in all processes) - automate escalation when overdue.
RQ-035	Flag records which indicate inadequate treatment.
TB-99	Follow-up and track return appointments until investigation status is closed.
TB-525	For MDR Med approval, will need physician expert consult + recommendations in system (Scanned file and attached).
RQ-149	Force search before entering a new person or a new event.
RQ-209	Fuzzy match cases/persons where if the names are reversed (e.g. first is in last name, etc.) they're considered as potential matches.
RQ-095	Generate a report of data quality by investigator/timeframe for future performance improvement (critical and/or non-critical data elements).
RQ-158	Generate a unique ID for patient.
RQ-224	Generate ACRF for eHARS.
RQ-108	Generate automated quarterly surveillance report.

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Requirement ID#	THISIS Registry Specific Requirements TB/HIV/STD also known as THISIS
RQ-214	Generate form to use to call other state.
RQ-445	Generate worker and program level productivity reports.
RQ-182	Geocode addresses of patients (person data) and provider.
RQ-183	Geocode addresses outside of person data.
RQ-279	Geocoding must be done securely; e.g. Must meet CDC guidelines.
RQ-185	Have a place to import geocoded data from the outside system.
RQ-219	Have ability to have reports be able to highlight users/programs who are not meeting performance objectives (e.g. with different colors, etc.).
RQ-256	Have system be able to generate a pending congenital syphilis / perinatal HIV investigation.
RQ-442	HDHHS needs to be able to independently define parameters for reports.
RQ-014	HIV Surveillance, STD Surveillance and PHFU - system to keep these all together in one place instead of having to enter data in other systems.
TB-552	Hospital discharge questionnaire/checklist.
RQ-211	Human review for an ambiguous match one case at a time on import.
RQ-457	Identify a client who is non-English speaking.
TB-548	Identify cohort periods.
TB-47	Identify co-morbidities including diabetes.
RQ-159	Identify source of all data (e.g. another registry, etc.) and keep all the data together as it's reported.
TB-538	If a bi-national case there should be a prompt for the user to ask if the patient has any other names (multiple last and first names).
RQ-157	If a case belongs to multiple jurisdictions, notify both jurisdictions.
RQ-156	If a case has co-morbidity notify other stakeholders/programs.
RQ-283	If a case is under investigation and specific new information comes in (egg. Pregnancy status) be able to change the priority - automatically if possible (and alert necessary staff).
TB-100	If another department (STD/HIV) changes address - TB department is notified (Only on cases where pt is on meds).
TB-48	If anyone gets any sort of TB service, must be able to be tracked in Maven.
TB-397	If case is a member of a high priority alert genotype cluster then more contacts should be evaluated - system should alert if genotype is on the list of high alerts.
TB-369	If case is MDR or XDR then more contacts should be evaluated; system should alert if case is MDR or XDR.
TB-206	If change in treatment, automatic trigger to appropriate staff to update TB400 within 1 working day.
TB-301	If drug resistant case, need a reminder to get a consult before medications are ordered.
TB-398	If history of risk conditions for immunocompromised then need to alert user to obtain a CXR in addition to the IGRA and TST.
RQ-460	If HIV is diagnosed on a TB or STD pt, notification to HIV program.
RQ-067	If lab report is missing on a new positive case, prompt SI to find the lab report.
RQ-151	If lab result comes in without patient address and is routed to jurisdiction of provider, and then a different jurisdiction receives a morb report from the provider the correct jurisdiction must be able to access/edit the existing event.
TB-302	If lost to follow-up, system needs to be able to record at least 3 attempts to locate and/or return to service.

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TB-101	If out of country, system should be able to generate a notification (two-way interface with TB Net & Cure TB)
TB-143	If patient moves, need system to generate TB-220 and IJT to refer patients
RQ-432	If sex changed from female or unknown to male, specified variables should change to No (i.e. pregnant, pid)
RQ-461	If TB/STD dx on HIV patient, notification to HIV program
RQ-416	If test result comes through via ELR it needs to attach to this field record (FR) (event) and not create new reactor FR (may need to modify STD surveillance to accommodate this)
TB-518	Import lab results automatically daily (fields included in import are: Name, DOB, Specimen No, Originating Lab, Accession No, MIRU/MIRU2, RFLP, Spoligotype, PCR/Gen type, TX Cluster info, Specimen Collection Date)
RQ-162	Imported records must auto-match to existing persons (deduplication)
RQ-130	In a single case, some fields should be editable and others not editable
RQ-317	Include desired demographic info (DOB, name, SSN) on the HIV master for viewing
RQ-015	Indicate when steps should/should not occur based on disease and other criteria
RQ-288	Inform DIS if there is new information for an investigation
TB-144	Information from system should be used to pre-populate 400 A/B, 206, 207
TB-506	Interface with ePrescribe system
RQ-018	Interview to populate into reinterview record
RQ-285	Investigator must be able to log provider and client calls
RQ-003	Jurisdictional Assignments should be done automatically – Assignments are made based on patient's residence City/County combinations at the time of reporting (from lab or provider report). If no address for patient, utilize City/County combination for provider. Note that the jurisdictions are not the same across all diseases.
RQ-138	Keep all information from different sources separate (different products) (HIV)
RQ-270	Keep data consistent for different diseases (questions, data) (e.g. race)
TB-102	Keep historical addresses
TB-49	Keep integrity of data
RQ-302	Keep labs - even those which don't indicate HIV
RQ-354	Lab results screen should be appropriate for the different diseases (HIV/STD/TB) - customized if necessary
TB-519	Lab results visible to Central and LHD
TB-103	Lack of information/Data entry cannot stall process of progress for field nurse/management
TB-50	LHD must be able get their reports out of Maven
TB-51	LHD must be able to migrate their data into Maven
RQ-266	LHD staff can see all cases and information in whole state also add information to cases in other jurisdictions but not change previously entered information
TB-473	LHD/RHJ, case registries, and TB Clinics only able to access data in their jurisdiction to create reports
RQ-355	LHDs must be able to create their own variables locally
TB-371	Link contact record to index case
RQ-473	Link types need to be able to change over time (Admin) (DSHS/Administrators must be able to add/remove link types in the future)
RQ-052	Links to case definitions - including congenital syphilis

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TB-531	List of all border cities and states in Mexico under the bi-national TB programs jurisdiction for referral project: Ciudad Juarez, Chihuahua Praxedis G. Guerrero, Chihuahua La Linda, Coahuila Ciudad Acuna, Coahuila Piedras Negras, Coahuila Colombia, Nuevo Leon Nuevo Laredo, Nuevo Leon Presa Falcon, Tamaulipas Ciudad Miguel Aleman, Tamaulipas Ciudad Camargo, Tamaulipas Reynosa, Tamaulipas Nuevo Progreso, Tamaulipas Matamoros, Tamaulipas
TB-536	List of all Mexican states for bi-national referral process: Chihuahua, Coahuila, Nuevo Leon, Tamaulipas
TB-546	Local health department should be able to control their own data
RQ-176	Local jurisdictions must be able to add forms/letters to the system for printing or for other notification tools
TB-28	Local jurisdictions to have ability to develop and modify forms at the local level
TB-505	Local Pharmacy to have Maven access
RQ-357	Locally created variables must be able to be made required and added to notification queues as needed (these should only impact groups who can see the question(s))
RQ-333	Lock events (documents) after they've been input into eHARS
RQ-309	Logical checks across linked events (documents) - e.g. blood can't be drawn after date of death (noted on a different event)
TB-372	Maintain history of all closed results for each investigation a contact is a part of
TB-278	Maintain history of medical orders and be able to sort by date
RQ-146	Maintain integrity of the document (for HIV)
TB-145	Maintain list of all reported patients with pending status or not classified
TB-104	Manual review address before assigning jurisdiction
TB-105	Manually change jurisdiction to reflect where the patient is actually located
RQ-044	Mapping of activities, generation of mileage report
RQ-005	Maven and eHARS data needs to be "synchronized"
RQ-248	Maven has fields to enter demographic information from another state
RQ-080	Maven has to allow for upload of the STARHS ID result files from Wadsworth
RQ-109	Maven to include GIS variables
RQ-082	Mechanism to verify that results came back from Wadsworth (results received flag)
RQ-265	Meet CDC confidentiality standards for TB/HIV/STD applicable to system
RQ-163	Merge matched person and event information
RQ-334	mgt only can unlock cases which have been imported into eHARS
RQ-479	Most users should be able to modify/edit /overwrite data but should NOT be able to delete data completely

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Exhibit – 13 DSHS Health Registries Detailed Registry Requirements

Requirement ID#	THISIS Registry Specific Requirements TB/HIV/STD also known as THISIS
RQ-308	Move to eHARS should happen after review "button" on HIV Master has been set (clicked) - when to "push button" must be flexible
TB-53	Must be able to acknowledge that they've received the event
RQ-395	Must be able to capture relationship to original patient for Suspects and Assoc
RQ-318	Must be able to collect names from all documents and ensure they're noted in the HIV Master record automatically
TB-54	Must be able to handle all aspects of case management
RQ-356	Must be able to have local variables made global or to other jurisdictions if desired
TB-52	Must be able to locally administer system
RQ-165	Must be able to perform data validation (e.g. DOB not from the 1700's, event date not before DOB)
TB-520	Must be able to print completely blank forms
RQ-175	Must be able to print pre-defined forms - not required to look exactly like CDC form (pre-populated where possible)
RQ-385	Must be able to receive version 2.5.1HL7 messages
TB-55	Must be able to report to CDC, central office, etc.
RQ-145	Must be able to perform wildcard search in the system and copy from any existing search result to create a new record or create a new record if the search doesn't return any values
TB-56	Must be able to share cases with other jurisdictions and the case must then be unlocked for that jurisdiction
RQ-370	Must be able to specify type of provider (public/private) as well as any other data about providers as deemed necessary (NPI number, etc.)
TB-4	Must capture date of arrival for all non-us born people in the system
RQ-469	Must check something that indicates you agree to the above stated disclaimer
RQ-468	Must display a disclaimer before you log in - every time.
RQ-034	Narrow medication lists based on disease
TB-484	Need ability note that order has been held and why
TB-399	Need M Bovis category (data field)
TB-146	Need system to put in queue priority cases missing contact investigation
TB-5	Need the ability to enter all data manually as needed
RQ-195	Need to be able to enter a record without a name
TB-542	Need to be able to have separate thresholds for when a contact investigation should be expanded for the bi-national program
TB-535	Need to be able to know that the individual (patient/contact etc.) are being deported to Mexico
RQ-359	Need to be able to report morbidities by provider
RQ-240	Need to be able to search by name, dob, telephone number, ssn, email, aliases, address
RQ-232	Need to be able to search by STATENO and Case Numbers and field record number
RQ-233	Need to have STATENO in all HIV-related events (linked to HIV-Master)
RQ-310	Need to maintain a facility table for importing/exporting that's in sync with eHARS
TB-57	Needs to work on a mobile device
RQ-381	No human intervention should be required for GC/CT cases that are non-preg, no coinfection (and based on a few other criteria) system should create morbidity and close
RQ-118	Not all data can be edited by every user
TB-461	Notification and report of patients not having initiation of evaluation within 30 days of arrival

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Requirement ID#	THISIS Registry Specific Requirements TB/HIV/STD also known as THISIS
TB-250	Notification from field to nursing and registry with date and location of hospital admission
TB-251	Notification from field to nursing when adverse reaction
TB-507	Notification if change of address
TB-252	Notification if date of medication start is missing
RQ-049	Notification statements (display readily) of last negative HIV/Syph test to help determine interview period
TB-207	Notification to appropriate staff (i.e registry) when consult received
TB-208	Notification to appropriate staff about patient infectiousness
TB-253	Notification to field and registry of patient discharge disposition
TB-254	Notification to nurse and field if any missed appointments
TB-257	Notification to Nursing of result of 2nd TST or IGRA on children under 5 placed on prophylaxis
TB-255	Notification when meds re-start to field and registry
RQ-275	Notifications to help investigators to track timeliness of investigations from investigation start to end (days)
TB-509	Notify appropriate people (staff, stakeholders, jurisdictions and state)when patient treatment is completed (regimen and therapy)
TB-209	Notify appropriate staff if smear and culture are both negative and isolation ended and be able to document dates isolation initiated/discontinued
TB-485	Notify appropriate staff of held medication and be able to acknowledge
TB-462	Notify appropriate staff of new EDN patient
RQ-323	Notify appropriate staff that a field record has been initiated
RQ-470	Notify appropriate staff when a client comes in with a new address who was previously noted as "unable to locate" or "not treated" within a specific timeframe
RQ-322	Notify appropriate staff when DIS report is complete
TB-508	Notify appropriate staff of D/c order and acknowledgement
TB-427	Notify case registry after a new contact/suspect has been identified during CI
TB-448	Notify coordinators office to generate report of OOJ
TB-303	Notify DR staff to approve second line medication via automatic alert.
TB-256	Notify if certain doses of medication cannot be counted toward completion
TB-449	Notify if OOJ is open 30/60/90 days after referral
RQ-252	Notify investigator when a new case has been assigned
RQ-291	Notify investigator when FLS provides feedback
TB-517	Notify of cases with all different genotype results when received
TB-428	Notify TB case registry about completed interview
TB-373	Notify when 2nd skin tests or IGRA are due
TB-258	Obtain, save and create a report (printable) of all patients requiring consultation
RQ-105	Of open cases, how long have they been open by investigator, region, timeframe, etc.
RQ-255	On the line list (or electronic to-do list) include days elapsed after a case was first rec'd
TB-147	Only certain users should be able to change a count status.
TB-37	Only show specific fields from HIV cases to TB users
RQ-011	Only specified users can extract a dataset of HIV cases; however seeing the search results is fine.
TB-106	Option for system to report to the state automatically with no user intervention needed

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RQ-462	Patient summary report showing all diseases - all STDs, TB, and HIV
TB-60	Performance indicators must be able to be specific to the LHDs
TB-510	PHI ability to request refill of medicine
RQ-142	Pick list to be narrowed based on data input (e.g. county list narrows based on zip)
TB-59	Presets (performance indicators) must be replicated in Maven to match what is currently working in the Houston system
TB-107	Print forms as needed pre-populated with information
TB-108	Print IJN and RVCT forms
RQ-294	Produce list of cases assigned to each reviewer
RQ-253	Produce list of new assignments by investigator (report) - be able to specify timeframe for "new"
RQ-006	Provide a list of missing key data fields (i.e. transmission risk, race, sex at birth, residence at diagnosis, facility of diagnosis) (e.g. percentage of specific questions which are or are not answered)
TB-549	Provide a report for completion rate by quarter
RQ-010	Provide a way for LPH to correct/add missing key data fields to cases (STD)
TB-259	Provide a way for users to receive clinical appointments (track all appointments)
RQ-043	Provide active case/field record list per worker/program/team/timeframe
RQ-045	Provide case classification alerts (syphilis) (730's with non-reactive RPR)
TB-374	Provide cumulative ARPE report by timeframe
RQ-069	Provide excel file of eligible and ineligible specimens for Wadsworth and local lab sites
RQ-111	Provide Internet-ready reports
TB-400	Provide summary review of testing results for an investigation by priority group
TB-532	Provide users a way to look-up what to do with an out of jurisdiction case
RQ-140	Provider portal to enter information
RQ-055	Providers can enter information in the system which can be placed in a queue for review
RQ-190	Providers can only see records they've created and/or labs which they ordered
TB-138	Providers should be able to access system - providers can only see their own patients
RQ-221	QA checks - e.g. 10% of cases for a supervisor to check OOJ status
TB-511	Queue for Nursing Case managers to review Physicians medication orders and refill requests
RQ-097	Randomize cases for QC by investigator and score
RQ-048	Readily display HIV status for all patients
RQ-160	Real time edit checks for each data element
RQ-260	Receive data dumps from EMR/EHR in various formats - xls, access, etc. and import into Maven without having to massage the file prior to import
TB-61	Receive ELR from ELR system
TB-304	Record the date of first sputum collection
RQ-269	Reduce redundancy of data elements
RQ-411	Relationship links need to be changed across diseases (HIV/STD/TB)
TB-58	Relevant users must be able to see relevant data from HIV/STD events
TB-375	Reminder if completion of treatment not recorded based on treatment start date (if the reason it was closed was other than completed treatment)
TB-210	Reminder to perform clinical assessment for toxicity monthly

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TB-6	Reminders/alerts of when different steps need to happen
TB-401	Report - line list of contacts by case with priority for each contact
TB-402	Report - Line list of contacts changed to a case by index case
TB-403	Report - line list of contacts on treatment and diagnosis
TB-404	Report - Line list of LTBI's by index case
TB-405	Report - Line list of LTBI's on treatment by index case
TB-18	Report of all LTBI individuals started on treatment that completed treatment
TB-415	Report of caseloads including counted/not counted status by timeframe and jurisdiction (state, LHD, correctional facility)
TB-451	Report of missing information (medical evaluation and test) for LTBIs in correctional facilities
TB-260	Report of patients missing clinical data based on CDC/state guidelines (clinical definition and clinical by provider decision)
TB-406	Report of the Timeline of a contact investigation (how the investigation progressed over time)
TB-261	Report or notification of patients with a bacteriology that remains smear positive after three weeks and patient is on intermittent dosing
RQ-449	Report that identifies signs and symptoms description (example: in the last 6 months the program has seen x patients with primary or secondary symptoms)
RQ-104	Report the number of current investigations by investigator - number of open vs. closed and combined (open and closed) and be able to specify a timeframe.
TB-262	Report to alert as completion of treatment for closure
TB-376	Report to get number of doses of each medication by individual
RQ-443	Reports must have role-based security
RQ-167	Retain patient address at diagnosis and currently
RQ-218	Route report output to various others
TB-377	Run line list report of Drug resistance - report by type of resistance INH, Rif, Others, etc.
RQ-107	Run QA reports for Data cleaning by timeframe
TB-109	RVCT assigned number assigned by system
RQ-246	Same matching algorithms from current process when in new system (ELR)
RQ-297	Scoring matrix - corrections made can be translated into a score automatically
RQ-017	Search for patient's contacts/clusters - automatically present possible matches
RQ-241	Search on address range (i.e. Addresses on vine street from 1000-1500)
RQ-242	Search on sex partner venues, physical characteristics (tattoos), employment, etc.
TB-211	Second line drugs trigger an alert to the DR TB Program
RQ-455	Select variables to export
RQ-058	Send email/text as items are added to workflow (e.g. FLS -> send text/email to DIS in field of new tasks or field activities and DIS -> send alert to FLS when activity on record has been completed (documentation of field visit))
TB-407	Send reminder after 8 weeks to consider retesting contact which initially tested negative
TB-63	Share with another jurisdiction a whole group of events at one time
TB-263	Should be able to document current and historical # of doses in each regimen
TB-264	Should be able to provide a list of patients on home isolation
RQ-174	Show a list of all forms on one screen so the user can see whichever form they'd like whenever they'd like

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RQ-210	Show partial matches/close matches
TB-279	Show test results (any result) in chronological order by date of collection
TB-29	Sites can add fields to standardized state forms but cannot remove any fields from these forms
RQ-060	Soft suggest zips/cities/counties when information is being entered (type ahead feature)
RQ-119	Some data may not be able to be overwritten, but cases will be able to be edited by various users in different jurisdictions
RQ-465	Some users should be able to see all disease events (including TB) in the system for a person
TB-526	Spanish forms should only display for the Bi-national team
TB-540	Spanish version of the visual acuity and Ishihara testing forms TB 202 and TB 204
TB-64	Specific data must be able to be copied automatically from HIV cases to TB cases and likewise from TB cases into HIV cases
RQ-068	Specific requirements must be met (specific to accession numbers) prior to automatically assigning the STATENO
RQ-166	Authorized users are able to add/remove variables/questions in the system without the need for programming experience
RQ-435	Specified users need to be able to change disposition and record time, date, and who made the change - note on rationale for changes
RQ-377	Specified users should be able to change the Reactor Grid decision rules annually without knowledge of xml or java to do so. (Ability to change at local jurisdiction).
RQ-081	STARHS results has to be protected from viewing in Maven (no "normal" users should be able to see these results in Maven. The results should only be in Maven so they can be exported to eHARS)
TB-65	State case number to be assigned as soon as patient is reported to state for immediate genotyping data
TB-265	Store and document historical medications as well as medications they are currently on
TB-378	Streamline ability to enter contacts and automatically link them to source case
TB-452	System at the correctional facilities should be able to be interfaced to the Maven system
TB-305	System automatically alert staff to re-access a Contact Investigation (need to expand CI)
TB-148	System deduplication checks for difference in date of birth with same name e.g. 1/5/1959 1/9/1959
TB-149	System deduplication checks for double last names regardless of order eg Garcia Ramirez Ramirez Garcia
RQ-135	System has to be able to receive lab reports and case reports received into the Houston Maven system (mostly via ELR)
RQ-133	System has to receive Case reports from EHR/EMR
RQ-131	System has to receive Electronic Lab reports
RQ-134	System has to receive registry data
TB-472	System must allow for hand entry of OOJ data
TB-468	System must auto-populate NTCA3 if case is out of state
RQ-482	System must be able to automatically assign lot numbers to a group of related cases (specifically HIV/Syph) - must be override able
RQ-384	System must be able to automatically record search Close an event based on specific criteria (e.g. case must have current titer <= 2x last titer and existing treatment history)

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Requirement ID#	THISIS Registry Specific Requirements TB/HIV/STD also known as THISIS
RQ-372	System must be able to capture the CLIA numbers from the labs
TB-150	System must be able to do validation on all QA activities required by CDC
TB-151	System must be able to generate discrepancy report and alert registry when lab is different from disease type
RQ-429	System must be able to identify the most populated morb areas
TB-152	System must be able to print record of all previous TB events
TB-153	System must capture jurisdiction and transfer of ownership wherein only specified roles will have the ability to change
TB-280	System must capture the data from the pharm system including matching PIC's # with a client name
TB-463	System must determine jurisdiction (based on geocoded address)
TB-154	System must generate reminder for culture positive cases to report initial susceptibilities
TB-155	System must generate reminder for patients pending a f/u 2 past/pending targeted completion date
TB-281	System must have a field to track a patients pharmacy system ID#
TB-469	System must have a queue for records who have moved >30 days and not found
TB-66	System must have scheduling capabilities
TB-470	System must have set conditions when Name of Facility = ICE; ICE Type will default to alien status
TB-192	System must have the ability to provide automated escalation to registry program manager and director when the case is delinquent.
TB-7	System must integrate with GIS, including split zip-codes
TB-471	System must notify jurisdiction owning case of change in case's residence
TB-68	System need to store and display digital CXR images
RQ-408	System needs a located/not located variable which is separate from the field record disposition
TB-156	System needs to alert Drug Resist program when a lab reports DR
TB-157	System needs to alert of the completion rates of the data
TB-158	System needs to alert when case closed within a year of dx date
TB-159	System needs to alert when case closed within a year of tx resumption date
TB-160	System needs to alert when the record is considered (post-treatment medical evaluation)
RQ-361	System needs to allow access to ALL data (normalized and denormalized) to specific users at DSHS and Houston and there must be a common field which is used to link the event data together - e.g. a primary key
RQ-376	System needs to allow for corrections and populate fields throughout Maven impacted by the corrections
TB-224	System needs to allow users to modify existing drop-down lists and capture when change occurred
TB-161	System needs to auto check address verification
RQ-423	System needs to be able to calculate #: Newly positive clients Neg clients Prev positive clients from one screening(?)

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TB-162	System needs to be able to capture and match all events related the individual -Lab -Medication (Pharm) -Demographic (all info)
TB-163	System needs to be able to check a national address database automatically at the time the address is entered
RQ-369	System needs to be able to interface with other HDHHS data systems i.e. ECLIPS (bi-directional)
RQ-415	System needs to be able to link multiple diseases to 1 interview and ability to track multiple diseases with differing interview timeframes
TB-67	System needs to be able to receive digital CX/R images (and attach to the correct person)
TB-212	System needs to capture all relevant EMR data
TB-164	System needs to create alert when a count status has changed
TB-213	System needs to differentiate between LTBI 2nd line drug treatment and a DR culture case
RQ-419	System needs to document Dates of Interview and Reinterview and who performed them
TB-292	System needs to generate a check list for the provider to complete prior to the release of a second line drug
TB-453	System needs to generate all current reports used for the correctional facilities
TB-474	System needs to generate all drug resistant current reports automatically for central Austin review and local/HSR/Other program/and branch level -by resistance -by LHD, Region, Hosp, TDCJ -By 2nd line drug/meds -400's- change in status -On DOT -Consult -Site of Disease Pulm
TB-454	System needs to generate annual reminder for renewal of a TB screening plan
TB-455	System needs to generate delinquent list monthly reports
TB-266	System needs to generate notification for medication refills from field to nursing
TB-165	System needs to generate RVCT form
TB-225	System needs to have a log of updates made to the system
TB-69	System needs to have capability to produce date/time stamps as needed
TB-70	System needs to have classification of "Not classified yet" for Case Registry
TB-456	System needs to have the ability for someone to update facility information on the correctional TB screening plan
RQ-378	System needs to identify "maybe" matches for human intervention
TB-110	System needs to identify documents from a lab - especially a positive smear - assign higher priority for positive smears
TB-214	System needs to integrate with the pharmacy system
TB-166	System needs to keep unreported labs/matched in queue for processing
TB-167	System needs to provide a list of case status 'non-count' by type
TB-429	System needs to provide medical information when patient is placed on therapy (ability to enter and display the info)
TB-168	System needs to put in queue all cases on meds >1 year with exceptions

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TB-169	System needs to put in queue all MDR cases pending 2nd line drug testing
TB-170	System needs to put in queue all positive culture cases which have follow-up collection >30 days
TB-171	System needs to put in queue cases when classification is suspect and not dispositioned after 90 days
TB-172	System needs to put in queue positive sputum cases pending sputum conversion >7days
TB-430	System needs to track next step or missing action (tickler system or to-do lists)
TB-173	System needs to update susceptibilities and drug resistance profile as they occur
TB-174	System needs to validate minimum case criteria before assigning RVCT #
RQ-373	System should (based on geocoding information) be able to suggest address corrections
TB-111	System should alert appropriate staff if new patient
TB-112	System should alert appropriate staff of positive smears
TB-113	System should alert CI/NCM of new cases
TB-431	System should alert coordinators office of new contacts/suspects
TB-114	System should alert for OOJ contacts with no dispo after 30/60/90 days
TB-294	System should alert Nurse Case Manager after 2 months of therapy completed
TB-115	System should alert user after 30/60/90 days if suspect has not been dispo'd
TB-71	System should alert user if contact is a contact of multiple cases
TB-72	System should allow all episodes to be linked
TB-8	System should allow case assignment to more than one staff at a time
RQ-366	System should allow data entry of just last 4 digits of SSN (partial ssn)
TB-73	System should allow for "on the fly" reports
TB-74	System should allow for AKA (aliases) for patient names
TB-215	System should allow for any file type to be attached to a case (including videos)
TB-175	System should allow for import of electronic lab report batches not coming from ELR
TB-475	System should allow for specified users in jurisdiction to develop custom reports
RQ-428	System should allow interview for more than 2 diseases without having to enter data multiple times
RQ-403	System should allow re-assignment of cases to a different DIS or DIS supervisor if someone is out of the office
RQ-393	System should allow users to associate a DIS and DIS supervisor with an STD clinic location and modify these settings on a regular basis from LHD
RQ-363	System should allow users to 'Case Share' to deal with OOJ issues
TB-9	System should allow users to create and customize forms (existing and new) - and auto populate with existing data
TB-75	System should allow users to enter case data in the field (laptops)
TB-76	System should allow users to import data from Excel spreadsheet
TB-116	System should allow users to search for existing pt and display historical data to assist user in determining whether person matches
TB-216	System should assign condition of M Bovis or M Bovis BCG and alert appropriate staff
TB-176	System should assign RVCT number based on established criteria/allow for user override of RVCT type
TB-217	System should auto-calculate noncompliant DOT and send a notification to appropriate staff of noncompliance

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TB-306	System should automatically alert Correctional TB Program if case diagnosed in Correctional facility.
TB-307	System should automatically alert Hep B and Hep C positive results to Hep Program
TB-308	System should automatically alert HIV program if a positive HIV report received
TB-117	System should automatically assign caseloads evenly and must be over rideable (considering schedules)
RQ-402	System should automatically populate a print template for DIS notification letters
TB-177	System should be able to alert when classification is missing
TB-118	System should be able to assign the key map/grid location to address automatically and be over writeable
RQ-229	System should be able to automatically flag labs/cases with confirmatory western blot positive, pregnancy status=true, and undetectable viral load
TB-119	System should be able to calculate distance between patients and provide printable directions
TB-10	System should be able to capture case notes (including case notes from providers/labs)
RQ-360	System should be able to capture variations of risk factors as used throughout the history of legacy data
TB-120	System should be able to create a report when appropriate staff haven't heard from TB Net
TB-483	System should be able to create predefined reports that output into an html file that can be posted on website
TB-121	System should be able to create teleforms (OCR)
TB-79	System should be able to display photos of patients
TB-226	System should be able to display tooltips
TB-218	System should be able to distinguish between M. Tuberculosis and M. Bovis
TB-476	System should be able to download dataset/flat file in certain formats (SAS, SPSS, xls, xml, csv, txt, etc.) for specified cases
TB-122	System should be able to geocode addresses and display on map
TB-457	System should be able to import roster/line list data (lists of LTBIs in the correctional facility)
TB-123	System should be able to import teleform data (read data)
TB-227	System should be able to link to online training resources
TB-78	System should be able to match to any existing record statewide on disease and report that match exists
TB-267	System should be able to notify the field supervisor of release of home isolation
TB-124	System should be able to print google map route to pdf format
TB-125	System should be able to prioritize cases/contacts/suspects based on flexible criteria
TB-126	System should be able to produce demographic maps based on genotyping
TB-127	System should be able to produce mileage reports
TB-139	System should be able to provide alternate routes based on weather and traffic conditions
TB-140	System should be able to receive data from external devices
TB-282	System should be able to receive ELR, including drug susceptibilities
RQ-410	System should be able to report all cases partners where related to in a lifetime
TB-178	System should be able to select event and associated documents associated with most recently assigned RVCT
TB-80	System should be able to track cases and contacts throughout all years in the system
TB-219	System should be able to track interruptions in therapy and notify appropriate staff

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TB-220	System should be able to use lab results to automatically populate data fields
TB-340	System should calculate and produce an alert for second interview date (> 7 days from 1st interview date)
TB-221	System should calculate difference between treatment start and current date (subtracting any interruptions in therapy)
TB-380	System should calculate percentage of positive tests compared total number of tests given
TB-295	System should capture lack of response to therapy
TB-309	System should capture data from the DOT log
TB-296	System should capture date of symptom onset, dates of symptom assessment and symptoms or date of symptom improvement as well as progress notes.
TB-297	System should capture date of treatment start, date of first consecutive negative culture. System should consistently calculate interval (days) from Tx start to 1st negative culture.
TB-298	System should capture dates of radiographs, results of chart radiographs
TB-299	System should capture missing assessments (monthly clinical assessment)
TB-293	System should capture the dates of isolation, start and end date and status
TB-128	System should check that appropriate fields have been entered based on ATS classification
TB-310	System should collect all tests and results for a patient such as the following: Lab results CXR Results TB Skin Test IGRA LFT-CBC-HIV Test HIV HBV if needed HCV Glucose
TB-477	System should compare dates and generate line list with negative values -drug start-drug stop -drug-start-1st negative culture -1st positive smear-drug start -1st neg culture-drug stop
TB-311	System should compile a report for cases not closed, but should be closed
TB-381	System should create a report on the status of treatment completion for all infected contacts.
RQ-405	System should create alert for a DIS assigned a field record if the client already has a field record out (assigned already for another disease)
TB-312	System should create an alert for Follow-up sputum
TB-313	System should create an alert if adverse drug reaction including hospitalization in order to document consult with expert physician on possible treatment plan change
TB-77	System should detect and advise if a case was ever a contact
TB-179	System should establish count status based on existing case information provided by doctor on RVCT for event
TB-191	System should flag cases requiring staff to notify other state of case. Require staff to confirm communication sent.
TB-222	System should generate a list of patients whose meds need to be ordered/reordered
TB-129	System should generate real-time report to track progression of OOJ treatment status
TB-130	System should generate unique identifier for patients

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RQ-371	System should geocode provider addresses
TB-515	System should have a deduplication queue for genotyping results for TB Service Program Area for manual deduplication (no automatic deduplication of genotyping)
TB-81	System should have a line list or queue for patients who transferred, sorted by originating jurisdiction (view should be local or statewide depending on the user)
TB-131	System should have a queue for potential duplicates
TB-464	System should have a report of any B1/B2 note without dispo'd within 60 days of initial eval date
TB-82	System should have a report wizard
TB-228	System should have context sensitive help
TB-11	System should have flexible searching (search for multiple criteria)
TB-478	System should have the ability to add additional variables to predefined report without programming experience
TB-180	System should identify most recent RVCT available on file for patient (if not a new case)
TB-83	System should include a reporting engine
TB-181	System should include data fields to confirm notification sent to CDC
TB-12	System should include data/format for form 400B (multiple instances) and 400A (One 400A can link to multiple 400B's)
RQ-364	System should include spell check/grammar check for notes sections
TB-330	System should keep electronic scan of control order signed by patient and witness and local health authority
TB-331	System should keep electronic scan of paper consent signed by patient and witnessed by health care worker
TB-84	System should maintain address history
TB-182	System should maintain log of all RVCT numbers ever assigned
TB-183	System should maintain queue of all cases from jurisdiction missing critical information
TB-184	System should match on person view and retain multiple events
TB-275	System should match with vital statistics death - cause
TB-432	System should notify or produce report for all children not completing Tx
TB-223	System should notify reportable adverse reaction event via email to appropriate staff
TB-382	System should notify the jurisdiction who submitted the specimen of genotype results
TB-132	System should notify user when new ELR received
RQ-386	System should populate key map/grid location on the field record according to address and be able to be overwritten
TB-314	System should produce a line listing of active patients with demographic data and local or regional health department
TB-185	System should produce a Productivity Report by user and jurisdiction
TB-341	System should produce a reminder (validation) if M. Bovis- to ask about contact with livestock/dairy
TB-334	System should produce a reminder if report TB 340 is missing info (Part A, B, C)
TB-133	System should produce alert if pt <5 years old
RQ-404	System should produce alerts based on case management milestones
TB-300	System should produce an alert for chest x-ray review (based on 'next chest x-ray date)

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Exhibit - 13 DSHS Health Registries Detailed Registry Requirements

Requirement ID#	THISIS Registry Specific Requirements TB/HIV/STD also known as THISIS
TB-335	System should produce an alert if case is married or in daycare- should have at least one contact
TB-336	System should produce an alert if fewer than 3 contacts - or if not 3 contacts provide reason
TB-337	System should produce an alert if lab report received showing resistance to INH and rifampin in source case
TB-315	System should produce an alert if miss X doses of therapy, triggering intervention (e.g. court order)
TB-316	System should produce an alert if no specimen sent for genotyping
TB-134	System should produce appropriate forms/data based on ATS classification
TB-479	System should produce denormalized data in a format SAS can read
TB-276	System should produce line listing of all patients who have had reportable adverse drug reactions by jurisdiction
TB-465	System should produce notification/alert of any B1/B2 note without dispo'd within 45 days of initial eval date
TB-135	System should produce reminder for out of jurisdiction referrals
TB-283	System should receive susceptibility (first line, second line drugs required testing)
TB-338	System should record dates contacts are tested, date of physical separation for each contact, and date of non-infectiousness of index case.
TB-317	System should record health history fields
TB-318	System should record recommended dose count to assist and determine closure of the case
TB-319	System should record referral for social or medical services and outcome of referral
TB-339	System should record the relationship of the contact to all locations for possible transmission (not only the home address)
RQ-392	System should send alerts via email to DIS and DIS supervisor (ex. When a case has not been worked on for a specified time period).
TB-320	System should send the receiving jurisdiction and state program an alert if there is a transfer to another jurisdiction
TB-13	System should store cumulative history for each patient
TB-14	System should store history of case assignment
TB-85	System should track all LTBI events
TB-321	System should track lost to follow-up and moved cases
TB-86	System should track unique patient # from pharmacies
TB-322	System should trigger an alert when the case should have completed treatment
TB-186	System should update appropriate fields with new information and maintain history for necessary data
TB-268	System should update 'case record' when medication orders are changed/received/obtained instead of creating duplicates
RQ-365	System should use masks for phone/date/state/zip fields
TB-433	System to alert appropriate staff to conduct TST / IGRA (evaluate before placing follow-up TST)
TB-434	System to alert for all children <5years and TST/conduct eval and targeted/source case investigation (for LTBI child <2)
TB-15	System to alert if patient is <5 years
TB-269	System to alert if patient remains culture positive for more than 4 months
TB-323	System to alert staff if contacts in need of medical evaluation and treatment

Exhibit – 13 DSHS Health Registries Detailed Registry Requirements

Requirement ID#	THISIS Registry Specific Requirements TB/HIV/STD also known as THISIS
TB-270	System to alert when patient remains smear positive for more than 45 days
TB-136	System to allow correctional facilities to enter data and hold all changes in queue for appropriate staff to approve
TB-271	System to allow for input of multiple medical regimens (flexible)
TB-141	System to allow providers to report and hold all reports in queue for appropriate staff to approve
RQ-228	System to allow users to mark labs as false positive
TB-383	System to assist identifying contacts that are related/clusters based on specific criteria (or multiple criteria)
RQ-227	System to be able to automatically determine/mark false positives
RQ-230	System to be able to identify when a lab result has been received that changes a case from HIV to AIDs
TB-435	System to be able to link source case and contacts to locations
RQ-032	System to be able to make calls "urgent health matter"
TB-324	System to be able to produce incident report
TB-384	System to be able to track relationships between contacts and cases (current and historical data).
RQ-031	System to be smart enough to determine disease based on laboratory findings
TB-436	System to calculate date of 2nd skin test and a queue for contacts requiring 2nd skin test (current date > 2nd expected TST date)
TB-408	System to calculate percentage of infected contacts that start on treatment
TB-385	System to capture first name, last name, address, relationship to case, DOB and alias name for contacts
TB-386	System to generate a report of contacts of drug resistant cases
RQ-085	System to generate file for eHARS for incidence surveillance, using the correct eHARS template/file format
RQ-177	System to auto-generate pre-defined letters/emails/text messages (e.g. letters to providers or clients, appointment reminders)
TB-437	System to give recommendation of prioritization for the contact to be tested, with ability for supervisor to override
TB-438	System to give recommendations on priority for CI to start
TB-439	System to have a queue for all contacts under 5yrs old with negative 1st skin test without a 2nd skin test
RQ-139	System to have the capability to securely send a request for more information to a provider, including a link to the case
RQ-289	System to house and keep track of field records
TB-440	System to make recommendation to expand testing/contact investigation
TB-441	System to notify appropriate staff of all children with no evaluation and no TST
TB-442	System to notify it there is an Epi Link
TB-466	System to produce alert if pt has symptoms (LTBI, contacts and immigrants and refugees)
TB-409	System to produce line list of contacts with each contact's skin test and/or IGRA results
TB-486	System to propose itinerary
RQ-088	System to provide a lab report card (overview of cases and lab results and disposition of specimens)
TB-443	System to provide electronic Rx signature capabilities

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Exhibit – 13 DSHS Health Registries Detailed Registry Requirements

Requirement ID#	THISIS Registry Specific Requirements TB/HIV/STD also known as THISIS
TB-444	System to recommend 2nd skin-test/IGRA after 8-10 weeks after last exposure date
TB-445	System to recommend X-Ray and evaluation if skin test is > 5mm for contacts
TB-325	System to record consult to change treatment plan if interruption in therapy including: -resume therapy -restart therapy from the beginning
TB-326	System to record date and length of interruptions in therapy
TB-16	System to record drug name, number of milligrams of drug per dose, date drug started, date stopped, number doses of drug taken, number doses of drug recommended
TB-333	System to record drug start and stop date for each drug and number of doses taken for each drug and number of mg of medication
TB-327	System to record findings from physical exam. For example: Swollen lymph node (y/n), vision acuity (score), vision color discrimination
TB-387	System to record history of BCG, recent foreign travel, birth country, history of previous positive test for infection, history of previous TB disease and treatment completion status
TB-284	System to record molecular drug susceptibility mutations (results from CDC lab)
TB-410	System to record normal results as well as abnormal and consistent with TB radiological findings
TB-411	System to record responses of contacts to questions about risk factors: e.g. organ transplant, tumor necrosis factor alpha medications, steroid use, HIV infection, other immunocompromising illnesses
TB-388	System to record responses of contacts to questions about symptoms: e.g. cough, night sweats, weight loss, shortness of breath, fatigue, anorexia, hemoptysis, pain, swollen lymph node
TB-328	System to record symptoms of adverse drug reaction and date symptom first noted
TB-389	System to record treatment regimen for LTBI including length of treatment recommended
TB-137	System to send confirmation of receipt of information for sending and receiving jurisdictions
TB-332	System to track DOT assistance requested from other program
TB-512	System to track DOT, DOPT and ESAT
TB-285	System to track drug profile and code to define MDR, pre-XDR, XDR string, XDR, any DR
TB-390	System to trigger a reminder to update the patient record with the treatment information (TB 400's) on LTBIs and drug resistance cases every 90 days (only needed if the treatment information has not been updated)
TB-391	System to trigger an x-ray reminder at 2 years from closure date for contacts to drug resistance cases
TB-272	System will be able to assign patient an acuity# based on given medical criteria
TB-273	System will be able to check medication dosage for correctness based on patients weight and send notifications
TB-87	System will be able to report (export) information in Excel files, csv, pdf, txt
TB-187	System will calculate interval from last drug stop date to current date
TB-188	System will generate line list by date sent of case notifications sent to CDC
TB-189	System will generate line list by state of cases that transfer to Texas from other states
TB-481	System will generate line list for all variable values based on jurisdiction and time frame
TB-190	System will provide line list of records with missing information for specified variables for specified timeframes
TB-88	System will record variables that are not RVCT variables -e.g. dates of elevated liver function test results

Exhibit – 13 DSHS Health Registries Detailed Registry Requirements

Requirement ID#	THISIS Registry Specific Requirements TB/HIV/STD also known as THISIS
	-date end results of molecular drug susceptibility testing -genotype results -e.g. glucose test results -value of IGRA beyond + or - -radiology description text file -Hepatitis B and C test results -Summary of dates of AFB smear results -Table or summary of dates of AFB culture results
TB-329	Systems should record location information for patient and alternate locating information
RQ-072	The test/toss list generated by Maven has to be user friendly and match existing test/toss list as much as possible. (Allow for minimal changes required by staff using the lists)
RQ-430	The system must be able to deactivate reports
TB-286	The system needs to be able to scan and upload the actual consult -Needs to have a Yes/No/View button for consult
TB-287	The system needs to generate a patient line list of all patients taking a second line drug -Drug name -drug dosage -Frequency -route -start/stop date -# of pills/vial dispensed -unit cost of Rx
TB-288	The system needs to generate drug resistant report that are still positive cultures/positive smears -Date TX started -Generate DR report by person for al +culture and +smear (include Dt TX Started)
TB-289	The system needs to have a list of physicians who are consults experts
TB-290	The system needs to have an alert trigger to the DR-TB program to validate provider consults, identify the ordering of a second line drug
TB-524	The system should be able to import an excel spreadsheet containing a batch of contacts (individual people) and automatically link the contacts to a case (event) that exists in the system
TB-547	The system to be able to keep a running drug cost of each DR-TB patient and have a total drug cost when the case is closed
RQ-251	Timestamp the date/time case was assigned or reassigned
RQ-300	Track date of entry of each document entered in Maven and include in export
TB-291	Track sputum follow-up at 30, 60 and 90 days. Sputum conversion is > or = to 1 day. sputum negative culture from last sputum positive culture
RQ-346	Tracking db to be replaced by Maven with legacy data having been imported into Maven
RQ-071	Use eligibility criteria to determine test/toss status automatically
RQ-278	Use enhanced geocoder currently used in the Houston Maven system
TB-274	User friendly data entry screens for intake notes (including a narrative field)
RQ-406	User should be able to document where DIS located the client
TB-482	User should have ability to select jurisdiction, year, type of case to run report
TB-89	Users also consist of providers who are reporting into the system and entering prescriptions - in both situations though the data must be reviewed prior to "being let in"
RQ-401	Users should be able to document follow-up activity

Texas Health and Human Services

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Exhibit - 13 DSHS Health Registries Detailed Registry Requirements

Requirement ID#	THISIS Registry Specific Requirements TB/HIV/STD also known as THISIS
RQ-002	Users should be able to temporarily have edit access to cases that they can't normally edit. (Share events)
RQ-046	VCA/VCRA - Visual Case Analysis and Relationship Analysis - reports showing linkages of people/relationships, etc.
RQ-143	Weekly import/export of eHARS
RQ-062	When conflicts arise during merging, highlight conflict and allow user to choose which of the data fields to use - demographic information specifically
TB-392	When secondary case found alert to expand contact investigation and automatically notify investigators
TB-458	When the case registry is notified of a case that is within a correctional facility, the TB Corrections program needs to be notified.
TB-553	Workflow for patients on court ordered management
RQ-169	Would like to be able to re-order specific lists such as State, etc. Such that more commonly used list items are closer to the top.

Exhibit - 14:
DSHS Health Registries
Solicitation and Addendum as posted on the ESBD

V.02

Department of State Health Services (DSHS)

Health Registries

**DSHS Health Registry Software Development and Maintenance Services
(HRSD&MS) Contract No. HHS000116600001**

Cecile Young, Acting Executive Commissioner

Request for Offer (RFO)
for
Health Registries Software Development and Maintenance Services (HRSD&MS)
RFO No. HHS0001166

Date of Release: 7/2/2018
Responses Due: 7/16/2018

NIGP Code: 920-45 *Software Maintenance and Support Services

920-46 *Software Updating and Upgrading Services

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ARTICLE I. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY

1.1 EXECUTIVE SUMMARY

The State of Texas, by and through the Department of State Health Services (DSHS), seeks a qualified Vendor which provides the Maven software product and associated development and maintenance services. The Maven software product is proprietary software owned by Conduent Public Health Solutions Inc. Qualified Vendor must provide software development, technical support, maintenance, and ongoing support services for the Texas Health Registries in accordance with the Scope of Work (SOW) and other requirements contained in this Proprietary Request for Offer (RFO). The RFO includes this document, Attachments, Addenda, Exhibits, and other documents expressly designated by DSHS as part of the RFO.

To be considered for award, Vendors must execute **Exhibit A**, **Affirmations and Solicitation Acceptance and Exhibit A2, Non-Construction Federal Assurances and Lobbying Certification**, of this Solicitation and provide all other required information and documentation as set forth in this Solicitation.

Information regarding Department of State Health Services and its programs is available online and can currently be accessed at: http://www.dshs.texas.gov/

For definition and terms used in this RFO, refer to **Attachment C - DSHS Health Registries Acronyms and Glossary, Exhibit C2 - Uniform Terms and Conditions**, and **Exhibit C1 – HHSC Special Conditions**.

1.2 POINT OF CONTACT

Except as provided in section 3.5.3, the sole point of contact for inquiries concerning this offer is:

> Mark Cooper
> Procurement and Contracting Services (PCS)
> Texas Health and Human Services Commission
> 1100 W 49th St
> Mail Code: 2020
> Austin, TX 78756
> Phone: 512-406-2410
> Email: Mark.Cooper@hhsc.state.tx.us

All communications relating to this offer will be directed to the HHSC point of contact, except as otherwise provided in section 3.5.3. All communications between Vendors and DSHS or DSHS staff members concerning this offer is prohibited. **FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN PROPOSAL DISQUALIFICATION.**

1.3 AUTHORITY

The System Agency is soliciting the services listed herein under Title 10, Subtitle D of the Texas Government Code, in particular Texas Government Code, Section 2155.144.

1.4 PROPRIETARY SOFTWARE

The Department of State Health Services has determined that the requested items in this RFO refer to the Maven product which is proprietary to Conduent Public Health Solutions Inc. These specifications are being advertised under Section 2155.067 of the Texas Government Code. Only bids on items conforming exactly to these specifications, which include proposing only the brand name(s), make and model number(s) specified, will be considered in determining an award. However, DSHS strongly encourages offers from all qualified Vendors that may be able to provide the requested items. Minimum qualifications are located in Section 4.1.2.

1.5 DSHS BACKGROUND

House Bill 2292 of the 78th Texas Legislature created the Department of State Health Services in 2003 through the merging of four state agencies: the Texas Department of Health, Texas Department of Mental Health and Mental Retardation, Texas Health Care Information Council, and Texas Commission on Alcohol and Drug Abuse.

The Department of State Health Services mission is to improve the health, safety and well-being of Texans through good stewardship of public resources, and a focus on core public health functions. DSHS is responsible for maintaining multiple health and disease registries. The goals of DSHS are to:

Improve health through prevention and population health strategies

Enhance public health response to disasters and disease outbreaks

Reduce health problems through public health consumer protection

Expand the effective use of health information

1.6 TEXAS HEALTH REGISTRIES BACKGROUND

The Health Registries includes, but is not limited to, the following:

EMS and Trauma Registries - The EMS & Trauma Registries (EMSTR) is made up of five subdivisions: EMS; Traumatic Brain Injury; Spinal Cord Injury; Submersion; and other acute TrB2aumatic Injury. The EMSTR is a statewide passive surveillance system that collects reportable event data from EMS providers, hospitals, Justices of the Peace, Medical Examiners, and rehabilitation facilities. Texas is home to one of the largest EMS registries in the United States with more than 3.1 million EMS runs received annually.

Birth Defect Registry - The Texas Birth Defects Registry (TBDR) collects, manages, analyzes, and disseminates population-based data on the occurrence of birth defects in Texas. These data are used to identify and describe the patterns of birth defects in Texas, for epidemiological studies on birth defects, and to conduct cluster investigations and family outreach initiatives. Through multiple sources of information, the program monitors all births in Texas (approximately 340,000 each year) and identifies cases of birth defects.

Blood Lead Registry -The Texas the Blood Lead Registry (TBLR) supports a program which maintains a surveillance system of all blood lead test results for individuals in Texas. Each year, thousands of Texans are identified with blood lead levels above the

reference level set by the Centers for Disease Control and Prevention (CDC). Because lead is a neurotoxin, even low levels can cause adverse health effects in children and adults. The Blood Lead Surveillance (BLS) program works to prevent lead exposure through education and the promotion of safe homes and workplaces. The program also promotes early detection of lead exposure and provides follow up for children with elevated blood lead levels. Through these activities, the BLS program remains committed to preventing new cases of lead poisoning and safeguarding the health of families in Texas.

    a. Texas Childhood Lead Poisoning Prevention Program (TXCLPPP) maintains a surveillance system of blood lead results on children younger than 15 years of age. Texas law requires reporting of blood lead tests, elevated and non-elevated, for children younger than 15 years of age. Physicians, laboratories, hospitals, clinics, and other healthcare facilities must report all blood lead tests to the Texas Child Lead Registry.

    b. Adult Blood Lead Epidemiology and Surveillance Program (ABLES) maintains a surveillance system of blood lead test results on individuals 15 years of age and older. Laboratories and physicians are required by the Texas Reportable Occupational Conditions Act to report all blood lead levels.

    c. Both the TXCLPPP and the ABLES programs provide their respective surveillance information in a consolidated case coordination component of the TBLR called Child Adult Blood Lead Evaluation System (CABLES).

Texas Healthcare Safety Network Registry (TxHSN) – comprises health care safety data including Health Care-Associated Infections (HAI) and Preventable Adverse Events (PAE) for the purpose of public reporting related to preventable infections and adverse events. DSHS created a system to track HAIs and PAEs that occur in healthcare facilities. General hospitals and surgery centers are required to report the following:

    a. Central line associated bloodstream infections (CLABSIs): These are infections in the blood associated with placement of a central line (intravenous tube that carries medicine and other treatments into a patient's body) in a patient.

    b. Catheter associated urinary tract infections (CAUTIs): These are infections in a patient's urinary tract (often referred to as a urinary tract infection or UTI) associated with placement of a tube in a patient that allows urine to pass out of the patient.

    c. Surgical Site Infections (SSIs): These infections happen in a patient's body after the patient has surgery.

    d. Preventable Adverse Events (PAEs): These events are a negative consequence associated with receipt of care in a facility that results in an unintended severe harm or death that could have been prevented.

TB-HIV-STD Integrated System (THISIS) Registry – comprises information on Tuberculosis (TB), Human Immunodeficiency Virus (HIV) and Sexually Transmitted Diseases (STD).

Tuberculosis, HIV, and STD public health programs use information systems to track and attempt to control the spread of disease. Those systems store disease and case management data from the first positive test to follow up doctor's visits and information on other people who may have been exposed. This data helps public health programs identify and notify those who may have been exposed, track the epidemics, plan resource allocation, and design interventions.

In Texas, the Department of State Health Services and local and regional health jurisdictions track and report disease information in a variety of methods:

a. TB records are reported into the DSHS THISIS registry

b. HIV cases are documented on paper and then hand-entered to a DSHS central system called Enhanced HIV/AIDS Reporting System (eHARS)

c. Other STDs will be reported into THISIS registry. The goals of this registry are to:
    i. Integrate the reporting and tracking processes for TB, HIV and STD to a single interface that will be accessible by local and regional health jurisdictions and select providers.
    ii. Enable real-time reporting and management of diseases, removing communication barriers between DSHS and other reporting agencies as well as between entities responsible for different disease areas.
    iii. Deploy a modernized system that will reduce, streamline and consolidate the current systems which allows for continuous system improvements as technological and organizational institutional changes occur.

ARTICLE II. SCOPE OF WORK

2.1 INTERPRETIVE CONDITIONS

Whenever the terms "shall", "will", "must", "needs to", "responsible for" or "is required" are used in conjunction with a specification or performance requirement, the specification or requirement is mandatory. The Vendor's failure to address or accept any requirement in a proposal may be cause for DSHS's rejection of the proposal.

2.2 SCOPE OF WORK

This Article describes requirements applicable to the Health Registries that are to be performed in five registry domains with defined service sub-domains.

2.2.1 Project Schedule

Table 1 - Project Schedule provides anticipated start and end dates for project milestones.

Table 1 - Project Schedule

Phase/ Milestone	Duration	Anticipated Start Date	Anticipated End Date	Comments
Base Contract Term	Three (3) years	9/01/2018	8/30/2021	
Transition Phase using base term.	Six (6) months	09/01/2018	02/28/2019	If new *Vendor is involved they are responsible for coordinating the transition responsibilities from the incumbent contractor. Reference section 2.3.2 ***Incumbent Vendor does not include Transition in this proposal.**
Operations Phase	One (1) year	10/01/2018	8/30/2021	Vendor begins Operations Phase.
Turnover Services	Six (6) months prior to the end of the Contract Term, which may include any optional renewal periods or within three (3) months of DSHS's request for Contract termination. This assumes operations continue through this phase until contract closeout.			Turnover occurs at the end of this contract or when DSHS requests the start of the turnover phase. Commence Turnover 3/1/2021.
Optional Contract Extensions	Up to two (2) additional one (1) year periods			Extension Period one (1) Year Extension Period two (1) Year

NOTE: Following the initial term and permitted extensions, DSHS may extend the existing Contract for the purpose of completing a new procurement and/or to transition to a new Vendor if necessary to avoid interruption of DSHS services.

2.3 COMMON ACROSS REGISTRIES (CAR)

The Health Registries have commonality with each other. Each Health Registry has software licensing with unique application versions, specified licensed users, and functional architecture. Refer to the **Health Registries Functional Architecture Overview** in the Procurement Library for details. Each Health Registry has the same Application Security Requirements, Transition services requirements, and Turnover services requirements.

2.3.1 Transition Services Subdomain (TRA)

Transition activities, when applicable, occur between the Contract award date and the Contractor's operation start date. This includes all project management activities required. The Contractor must provide the finalized Transition Project Work Plan within seven (7) calendar days of the Transition Start Date. Revision to the Transition Project Work Plan requires DSHS's written approval.
The primary requirements of the Transition Phase are to:

1. Ensure a smooth transition of responsibilities from the incumbent contractor.

2. Complete knowledge transfer from the incumbent contractor to the Vendor during the transition period.

3. Demonstrate the Vendor's ability to perform all operational activities including, but not limited to, the DSHS test environment.

4. Adhere to specific transition requirements (see **Table 2 - Transition Services Requirements**) and provide transition performance measures.

5. Establish Project Management transition personnel, including development of transition project deliverables. To ensure a successful transition of services from the incumbent contractor and effectively manage all Vendor activity described in the document, the Vendor must establish a Project Manager (PM).

The Vendor will provide plans and required deliverables for approval by DSHS prior to commencement of Operations. All artifacts will be accessible throughout the life of the Contract.

For Transition deliverables, refer to **Exhibit J - Health Registries Deliverables**. DSHS must accept all Transition deliverables in writing.

Table 2 - Transition Services Requirements include, but arle not limited to the following:

Table 2 - Transition Services Requirements

Req ID	Transition Services Requirements
TRA-SER-001	Ensure a successful transition of services from the incumbent contractor for DSHS Health Registry Maintenance, Enhancements, and Support service to the Vendor.

Req ID	Transition Services Requirements
TRA-SER-002	Submit and adhere to the State-approved Transition Plan which includes, but is not limited to, the following: a. Establish the Vendor's PM b. On-boarding of the Project Personnel c. Begin the scheduled on-boarding and/or transfer of technical resources d. Complete the knowledge transfer from the incumbent contractor e. Demonstrate the Vendor's ability to perform all operational activities in a controlled environment
TRA-SER-003	Provide the following transition deliverables: a. Finalized Transition Project Work Plan b. Transition Weekly Status Report c. Readiness Assessment Plan (Plan for demonstrating all personnel, processes, and systems are in place and ready for service delivery) d. Readiness Assessment Results Report e. Finalized Project Management (PM) Plans (Plans required for Day 1 Operations)
TRA-SER-004	Submit the Transition Project Work Plan for approval within seven (7) calendar days from Transition Start Date.
TRA-SER-005	Provide progress against the State-approved Transition Project Work Plan for each task through written status reports and at progress meetings with DSHS on a State-approved schedule.
TRA-SER-006	Assume responsibility for all open Change Requests for the Maven software reported and logged into JIRA, HP PPM or any other State-approved tool.
TRA-SER-007	Provide the PM Team and other key project personnel based in Austin, Texas, within seven (7) calendar days from the Contract Execution Date, and coordinate with DSHS to define all activities through the first ninety (90) calendar days after Transition Start Date.
TRA-SER-008	Provide all completed Transition milestones per the deadline in the State-approved Transition Project Work Plan, including any additional activities needed to satisfy Readiness Assessment Plan requirements.
TRA-SER-009	The Vendor must work with DSHS to effectively leverage the incumbent contractor's turnover plan. The Vendor must have a sound plan to organize, create, capture, track, and distribute knowledge to ensure availability to their staff throughout the term of the contract.
TRA-SER-010	For any new registries or removal of existing registry, the vendor will provide a transition plan with appropriate milestones for state approval.

2.3.2 Application Security Requirements (ASR)

The Vendor is expected to use their professional judgment in managing risks to the information, systems and applications they support. All security controls must be proportional to the confidentiality, integrity, and availability requirements of the data processed by the system. Application security from an application/software security perspective, the general security

requirements must capture proper session, error and configuration management needs. See *Table 3 - Application Security Requirements*. Application Security Requirements include, but are not limited to the following:

<div align="center">

Table 3 - Application Security Requirements

</div>

Req ID	Application Security Requirements
SEC-SER-001	Vendor must have current security standards in place for the application. For a list of security controls, refer to **Exhibit K - Health Registries Security Requirements.**
SEC-SER-002	Vendor must contact DSHS within one business day with a security report after finding any software vulnerability or exploits in the Vendor's application along with an immediate plan to stop the issue and follow up with a corrective action report outlining all mitigation steps taken to prevent future vulnerabilities. Refer to **Attachment B3 -Key Performance Measures and Liquidated Damages**.
SEC-SER-003	All Texas HHS contracts - In accordance with Title 1, Texas Admin. Code § 202.26, State agencies are required to define mandatory security controls. See the attached HHS Information Security and Privacy Initial Inquiry Requirements document for a detailed list of requirements. Refer to **Exhibit K - Health Registries Security Requirements**.
SEC-SER-004	All Texas HHS contracts that create, store, process, or maintain Texas HHS confidential data or higher, Vendor and its subcontractors must agree to, and comply with **Exhibit D - HHSC Data Use Agreement (DUA)** and **Exhibit E - Security and Privacy Initial Inquiry (SPI)**.
SEC-SER-005	The Vendor must incorporate secure coding standards as non-functional requirements for any software development projects across HHS. In addition to HHS software development projects, the non-functional requirements also include third party application dependency updates and patching, application threat modeling, and application scanning. Vendor must provide any results and reports upon System Agency request.
SEC-SER-006	The Vendor must submit their disaster recovery plan, including plans for business continuity and contingency capability with their proposal response to DSHS, complying with DSHS data use agreement protocol.

2.3.3   Maintenance Services (MNT) and Fixed Staffing Services (FSS)

Maintenance services encompass annual core service addressed by the Vendor team *off-site* and Fixed Staffing Services (FSS) are addressed by the Vendor team *on-site*.

2.3.3.1   Maintenance Services (MNT)

The Vendor shall provide core maintenance services (off-site) including, but not limited to, the following services:

MNT Annual Maintenance Services (AMS) includes:

    a.   Schedule of periodic maintenance releases as approved by DSHS

      i.   Maintenance to core system

     ii.   Security patches to core system

    iii.   Version upgrades to the core system

See **Table *4* - Maintenance Services (MNT) Requirements** that include, but are not limited to the following:

Table 4 - Maintenance Services (MNT) Requirements

MNT Req ID	Maintenance Services (MNT) Requirements
SMS-CAR-001	Adhering to the agreed upon Maintenance schedule, Vendor will provide Software Maintenance Services as requested by DSHS within State-approved timelines. Refer to **Attachment B3 - Key Performance Measures and Liquidated Damages.**
RSR-CAR-001	Provide support for DSHS ad hoc requests including, but not limited to, the following: a. Legislative bill analysis support b. IV&V contractor assessments c. Internal and external audit requests d. Other non-standard report and/or data requests
MPI-CAR-001	Implement DSHS requested and or Vendor performance improvements for the application.
EUS-CAR-001	Triage defects reported to determine severity priority and assign the defect to appropriate party for action in State-approved tool.
EUS-CAR-002	Assist DSHS IT Application Development team to analyze, determine root cause, and resolve maintenance issue request including, but not limited to, the following: a. Provide guidance to determine resolution for defects b. Identify system or data errors and provide resolution c. Collaborate with DSHS IT Application Development for systems troubleshooting including root cause analysis and resolution

2.3.3.2   Fixed Staffing Services Subdomain (FSS)

Fixed Staffing Services encompass non-core service addressed by the Vendor team located *on-site* at designated DSHS facility.

Fixed Staffing Services is a resource team providing maintenance services using Software Development Lifecycle (SDLC) services for all five registries domains. The scope of this fixed resource team can be assigned for deliverables under each registry domain. DSHS Contract Manager or their designee will determine the workload and priority of the fixed staffing services team based on maintenance services deliverables needs for each Registry Domain.

NOTE: The Vendor must provide a High Level Estimate (HLE) of resources to accomplish the Design, Development, and implementation (DDI) and Time and Materials (TAM) deliverables according to the development cycle. The DDI and TAM resources are not part of the fixed resource

team unless specified by the DSHS Contract Manager or their designee. See **Error! Reference source not found.** for further requirements that include, but is not limited to, the following:

Table 5 - Fixed Staffing Services Subdomain

Req ID	Fixed Staffing Services Subdomain
FSS-REQ-001	Vendor must support the SDLC specified in **Exhibit I - DSHS Health Registries Process Guide.**
FSS-REQ-002	Vendor FSS resources will be report to and be managed by the DSHS Contract Manager or their designee for the life of the contract.
FSS-REQ-003	Vendor FSS resources will work onsite at the DSHS location.
FSS-REQ-004	Vendor FSS resources must track time spent for all projects by registry, by deliverables for each subdomain as applicable, which can be represented by project ID and or deliverable ID, or bug ID.
FSS-REQ-005	Vendor must provide one developer with a minimum of two years experience with the Core Maven System.
FSS-REQ-006	Upon DSHS Contract Manager or their designee's request, Vendor FSS resource(s) may be reassigned to non-maintenance services i.e. DDI and/or TAM services. When Vendor resource(s) are reassigned to non-maintenance services, the resource hours are invoiced under FSS resource hours.
FSS-REQ-007	Vendor FSS resource hours are fixed at 160 hours per month per resource for the life of the contract.

2.3.4   Detailed and Shared Health Registry Requirements

The DSHS Health Registries have common requirements and unique requirements. Refer to **Exhibit O - DSHS Health Registries Detailed Registry Requirements** which defines the common requirements for all of the Health Registries and specifies unique requirements for each Health Registry. See **Table *6* - Detailed and Shared Health Registry Requirements** that include, but is not limited to the following:

Table 6 - Detailed and Shared Health Registry Requirements

Req ID	Detailed and Shared Health Registry Requirements
DRR-REQ-001	Vendor must support the all requirements as specified in **Exhibit O - DSHS Health Registries Detailed Registry Requirements**.

2.3.5   Turnover Services Subdomain (TUR)

Turnover is activities required for the Vendor to perform turnover contract service delivery to DSHS or to DSHS's designated resources. The Turnover Phase and contract closeout will begin six (6) months prior to the end of the Contract Term, which may include optional renewal periods or within three (3) months of DSHS's request for Contract termination.

Turnover includes the administrative and operational activities performed by the Vendor in order to transition operations to either a State agency or State-designated successor Vendor at the direction of the State.

Turnover tasks must be planned and coordinated with the State and State-designee to ensure stakeholders and DSHS Health Registry clients do not experience any adverse impact from the Turnover.

Turnover activities must be completed according to the State-approved Turnover Plan.

The Vendor will be responsible for completion of all Change Requests (CR) agreed upon with the State prior to Turnover.

The Vendor will work with DSHS to leverage the current data dictionary obtained from the incumbent vendor.

During turnover, the Vendor must ensure program stakeholders do not experience adverse impact from the transfer of services. Six (6) months prior to the end of the Contract term, the Vendor must develop and submit a comprehensive Turnover Plan detailing the proposed schedule, activities, and resource requirements associated with the turnover tasks identified.
The Turnover activities include, but is not limited to:

1. Submission of and adherence to the DSHS approved Turnover Plan, including specific completion and Acceptance Criteria.

2. Turnover inventory, including a complete inventory of all Vendor artifacts, tasks, systems, tools, and hardware, being turned over to DSHS.

3. Turnover Results Report.

See **Table *7* - Turnover Services Requirements** that include, but is not limited to, the following:

Table 7 - Turnover Services Requirements

Req ID	Turnover Services Requirements

TUR-OVR-001	Develop and implement a DSHS approved, comprehensive Turnover Plan detailing the proposed scheduled, activities, and resource requirements associated with the turnover tasks identified. During turnover, the Vendor must ensure program stakeholders do not experience any adverse impact from the transfer of services. Turnover commences six (6) months prior to the end of the Contract Term, which may include any optional renewal periods or within three (3) months of DSHS's request for Contract termination.
	Turnover activities include, but are not limited to, the following:
	  a. Transfer of information on all software tools currently in use
	  b. Documentation and operational information for the Health Registries utilizing current software
	  c. Implement a quality assurance process to monitor turnover activities

Req ID	Turnover Services Requirements
	d. Training DSHS and/or its designated resources on the delivery of operational phase services e. On-boarding the Vendor's Turnover Service Subdomain Lead f. Preparing a Turnover Plan identifying tasks, task owners, and turnover milestone dates
TUR-OVR-002	The Contractor must adhere to the Turnover Subdomain requirements including, but not limited to, the following: a. Execute the approved Turnover Plan in cooperation with the State or State-approved successor transition plan. b. Maintain service delivery staffing levels during the turnover period and only reduce staffing levels with prior approval by DSHS. c. Notify DSHS of reassignment, resignation, or termination of contract for any of its Personnel during the Turnover Phase. d. Provide to DSHS or its designee, within 15 business days of the request, data and reference tables, scripts, other documentation, and records required by DSHS or its designee. e. Prepare a Turnover Inventory (inventory of all vendor artifacts, tasks, systems, tools, and hardware to turn over to DSHS). f. Hand off the operation and management of all service delivery functions to DSHS or its designee. Plan and manage Turnover without disruption of service to users, clients and/or beneficiaries. g. Work closely with DSHS to ensure Turnover of responsibilities and the necessary knowledge transfers by the end of the contract period. h. Respond within State-approved timeframes to all DSHS requests regarding turnover information.
TUR-OVR-003	Provide knowledge transfer services to the State or the State's designee during Turnover including, but not limited to, the following: a. Implementation of a quality assurance process to monitor Turnover knowledge transfer activities b. Provide training for DSHS staff and/or DSHS designees on the delivery of services c. Provide a Turnover Results Report
TUR-OVR-004	Provide 90 business days of on-site post-turnover support to address technical questions from DSHS or DSHS's designee for the Health Registry Applications.
TUR-OVR-005	The Vendor cannot restrict or prevent its personnel from accepting positions from DSHS or DSHS's designee. DSHS will work with the Vendor for any transition of the Vendor's personnel.
TUR-OVR-006	Provide Transition milestones for any future new registries or registry removal per the deadline in the State-approved Transition Project Work Plan, including any additional activities needed to satisfy Readiness Assessment Plan requirements.

2.4 ACRONYM AND DEFINITIONS FOR REGISTRY DOMAINS WITH SERVICE SUBDOMAINS

Each Health Registry Domain will have subdomains as indicated in **Table** *8* **- Registry Domains and Service Subdomains Definitions**.

Table 8 - Registry Domains and Service Subdomains Definitions

The Registry Domains and Service Subdomains Acronym Definitions		
Service Subdomain	**Acronym**	**Subcategory and Acronym**
Transition	TRA	No subcategory
Fixed Staffing Services	FSS	No subcategory
Project Management Services	PMS	Support Services Requirements (SSR) Project Personnel (PER) Audit Support Services Requirements (AUD) Project Deliverable Requirements (PDR)
Design, Develop, and Implementation (DSHS project requests)	DDI	Discovery Services (DIS) Integration and Release Support (IRS) Build, Test and Deploy Services (BTD) Project Change Request (PCR)
Maintenance Services	MNT	End User Support Services (EUS) Software Maintenance Services (SMS) Other DSHS Registry Support Requests (RSR) Performance Improvements (PER)
Time and Materials Services (DSHS ad-hoc requests)	TAM	High Level Estimates (HLE) Software Development Services (SDS)
Detailed Registry Requirements	DRR	No subcategory
Turnover	TUR	Turnover Services (OVR)

2.5 FIVE (5) REGISTRY DOMAINS WITH SERVICE SUBDOMAINS

There are five (5) Registry Domains for the DSHS Health Registries Software Development and Maintenance Services (HRSD&MS) which the Contractor is required to work. Under each Registry Domain are seven (7) service subdomains. The Registry Domains include, but are not limited to, the following:

2.5.1 (1) EMS/Trauma Registry (EMSTR) Domain

The EMS/Trauma Registry Domain comprises the following Service Subdomains:

2.5.1.1 Project Management Services Subdomain (PMS)

The PM will be responsible for managing the project tasks, deliverables, risks, and issues for all Vendor projects throughout the duration of the contractual engagement. The Vendor's proposed PM structure must enhance collaboration and delivery of all services of this document.

2.5.1.1.1 PMS Project Management Practices

The Vendor, in coordination with DSHS approval, is required to provide a clearly defined project management methodology to manage the scope of the Health Registries projects, deliverables, schedule, communication methods, and processes along with tracking issues, risks, decisions, and actions. Project monitoring, control, and status reporting methods are included as part of this responsibility.

If applicable, during the Transition phase and/or Turnover phase, the Vendor will be required to complete the delivery of all the project management (PM) plans as defined in **Exhibit J - Health Registries Deliverables.**

2.5.1.1.2 PMS Support Services Requirements (SSR)

The Vendor must provide DSHS with project and Vendor resource planning, management, and oversight for the five (5) Health Registry domains. See **Table *9* - Project Management Support Services Requirements** that include, but is not limited to, the following:

Table 9 - Project Management Support Services Requirements

PMS Req ID	Project Management Support Services Requirements
SSR-EMSTR-001	Establish a PM for a registry project(s).
SSR-EMSTR-002	Comply with State-approved deliverables, refer to **Exhibit J - Health Registries Deliverables**.
SSR-EMSTR-003	Define, manage, and ensure responsibility for the project tasks, deliverables, technical specifications, risks, and issues. Manage the delivery of services throughout the life of the contract in coordination with DSHS approval. Including, but not limited to, the following: a. Provide day-to-day management of the project including overall Vendor performance, contract compliance and project status updates based on state approved frequency and schedule; b. Manage current work plans and coordinate availability of scheduled resources to the Project; c. Manage all Vendor resources and ensure appropriate resources are available throughout the life of the Project; d. Establish and maintain regular communications with the DSHS project team; e. Maintain status reporting, budget/cost reporting, and issue reporting, tracking, escalation, and resolution procedures; f. Manage and internally review the Contractor's invoices and deliverables for conformance with the contract requirements; and g. Provide timely submission of contract deliverables and work products. Refer to **Exhibit I - DSHS Health Registries Process Guide** for details.
SSR-EMSTR-004	Use the State-approved tools for Project Management throughout the life of the contract and all subsequent extensions.

PMS Req ID	Project Management Support Services Requirements

SSR-EMSTR-005	Log all risks and mitigation strategies associated with the delivery of the services in State-approved tools including, but not limited to, the following:
	  a. Maintain log of risks and mitigation strategies associated with the delivery of services;
	  b. Maintain issues and resolutions for issues identified with the delivery of services in the State-approved issue tracking system;
	  c. Maintain risks and mitigation strategies associated with the delivery of services in the State-approved risk management system; and
	  d. Vendor repository must sync with State-owned repository with an agreed upon State-approved schedule.

SSR-EMSTR-006	Provide real-time updates to State-approved risk and issue tracking systems including, but not limited to, the following:
	  a. Risks/Mitigation Plans; and
	  b. Issues/Corrective Action Plans.

SSR-EMSTR-007	Provide program and project management support with PMI certified technology professionals. Refer **Exhibit L - DSHS Health Registries Project Personnel**.
SSR-EMSTR-008	Adhere to and report compliance with all key performance measures. Refer to **Attachment B3 - Key Performance Measures and Liquidated Damages.**
SSR-EMSTR-009	Recommend to the State, continuous process improvement and efficiencies for the State-approved processes in **Exhibit I - DSHS Health Registries Process Guide.**
SSR-EMSTR-010	Improve Health Registry development and management through the continuous improvement of processes, productivity, increased code maintainability, and reusability.
SSR-EMSTR-011	Mitigate risk to the State, clients, end-users, and taxpayers.

SSR-EMSTR-012	Train Vendor resources, on DSHS processes, methods and principles prior to assigning the individual to work with the Health Registries. The Vendor is required to provide all training services for their personnel to effectively develop and maintain the Health Registries using Maven software. Training must include, but is not limited to:
	Current DSHS Processes refer to **Exhibit I - DSHS Health Registries Process Guide:**
	  a. Other knowledge areas as required by DSHS; and
	  b. DSHS required training, (e.g., Security, Protected Health Information (PHI), Health Insurance Portability and Accountability Act (HIPAA), Authorized User Agreement).

2.5.1.1.3 PMS Project Personnel (PER)

The Vendor is responsible to provide project personnel for all service subdomains throughout the life of the Contract's project(s). Refer to **Exhibit L - DSHS Health Registries Project Personnel**. See *Table 10 - PM Project Personnel Requirements*.

NOTE: Requirements with Req ID PER-ETR are general requirements for all staff.

See **Table *10* - PM Project Personnel Requirements** that include, but is not limited to the following:

Table 10 - PM Project Personnel Requirements

PER Req ID	PM Project Personnel Requirements
PER-EMSTR-001	Perform criminal background checks of all the Vendor personnel prior to assignment as required by the State, with results submitted to the State.
PER-EMSTR-002	Ensure all personnel are available to the project during all normal business hours throughout the life of the Contract.
PER-EMSTR-003	The Vendor must come on-site for testing, deployment, and training upon DSHS request.
PER-EMSTR-004	Remove and replace any personnel deemed unacceptable by DSHS within fourteen (14) calendar days of notification. Replacement personnel must have equal to or greater qualifications as determined by DSHS.
PER-EMSTR-005	Maintain timekeeping records of actual hours expended on any of the service subdomains. The Vendor must utilize the timekeeping data for development of monthly status reports and invoices to report on hours expended.
PER-EMSTR-006	The Vendor will comply with all HHS Security Policy EIS-AUP, refer to **Exhibit G - HHS Enterprise Information Security Acceptable Use Policy (EIS-AUP)**
PER-EMSTR-007	The Vendor will comply with DSHS's request to replace resources completely or temporarily in order to focus on critical activities as needed. (i.e. temporary absence of project personnel).
PER-EMSTR-008	Consult with DSHS prior to the removal or transfer of personnel dedicated to supporting DSHS Health Registries.
PER-EMSTR-009	Ensure the same personnel are allocated 100% to a project during the life of the project.
PER-EMSTR-010	Notify DSHS prior to or within five (5) business days after the termination, resignation, of any personnel during the life of the Contract.
PER-EMSTR-011	DSHS must preapprove replacement of personnel prior to assignment to the project for the duration of the project. Replacement of personnel must have equal to or greater qualifications as determined by DSHS.
PER-EMSTR-012	Obtain DSHS written approval for any change in personnel from the resources originally proposed in the Vendor's project proposal.
PER-EMSTR-013	Provide an updated organization chart when personnel changes within sixty (60) calendar days of the change. Refer to **Attachment B4 - Vendor Project Organizational Chart and Project Personnel.**

PER Req ID	PM Project Personnel Requirements
PER-EMSTR-014	Provide résumés and references for DSHS review and approval within fourteen (14) calendar days of notification of resignation of any personnel during Design, Development and Implementation (DDI) and Time and Materials (TAM) projects. Provide résumés to DSHS prior to the Vendor assigning replacement personnel during DDI and TAM projects.
PER-EMSTR-015	Vendor to provide proposed project organizational structure, team roles, and assignment of personnel to effectively meet the requirements for implementing the project. The experience and qualifications of the Vendor's Personnel support DSHS's stated responsibilities for each role and are in compliance with the minimum preferred qualifications as defined in **Exhibit L - DSHS Health Registries Project Personnel.**

2.5.1.1.4 PMS Audit Support Services Requirements (AUD)

The Vendor must provide DSHS with assistance to research and analyze audit requests. Audit requests may demand a prompt turnaround. See **Table *11* - PM Audit Support Services Requirements** that include, but is not limited to the following:

Table 11 - PM Audit Support Services Requirements

PMS Req ID	PM Audit Support Services Requirements
AUD-EMSTR-001	Provide DSHS support for all audit and agency information requests by assisting with research and analysis within State-approved timeframes.

2.5.1.1.5 PMS Deliverable Requirements (PDR)

The Vendor must provide project management support for the life of the Contract for all the documents, plans and reports. See *Table 12 - PM Deliverable Requirements* that include, but is not limited to:

Table 12 - PM Deliverable Requirements

PMS Req ID	PM Deliverable Requirements

PDR-EMSTR-001	The Vendor is responsible for creating, updating, and maintaining plans and reports which include, but are not limited to, the following:
	a. Transition Deliverables
	    i. Transition Project Work Plan
	    ii. Transition Weekly Status Report
	    iii. Readiness Assessment Plan
	    iv. Readiness Assessment Results Report
	b. Design, Development, and Implementation/Software and Maintenance Services Deliverables
	    i. Monthly Status Report
	    ii. Deliverables
	    iii. System Documentation Updated for the Release
	c. Project Management Deliverables
	    i. Project Management Plan
	    ii. Risk Management Plan
	    iii. Change Management Plan
	    iv. Performance and Quality Management Plan
	    v. Software Specification and Guidelines
	    vi. Maintenance Plan
	    vii. Test Plan
	    viii. Project Work Plan
	d. Turnover Deliverables
	    i. Turnover Plan
	    ii. Turnover Results Report
	For deliverable due dates refer to **Exhibit J - Health Registries Deliverables.**

2.5.1.2 Design, Development, and Implementation (DDI) Subdomain

DDI deliverables are DSHS project requests. The Vendor will provide DDI services for the EMS/Trauma Registry including, but not limited to, the following:

Make modifications to the software as specified in the detailed requirements outlined in **Exhibit O - DSHS Health Registries Detailed Registry Requirements.**

The DDI Subdomain services for EMS/Trauma Registry includes the following services:

a. DDI Discovery (DIS)

b. DDI Integration and Release Support (IRS)

c. DDI Services for Build, Testing, and Deployment (BTD)

d. DDI Project Change Request (PCR)

The Vendor must provide Design, Development and Implementation. See **Table *13* - Design, Development, and Implementation (DDI) Requirements** that include, but is not limited to, the following:

Table 13 - Design, Development, and Implementation (DDI) Requirements

DDI Req ID	Design, Development, and Implementation (DDI) Requirements
DIS-EMSTR-001	The Vendor and DSHS will commence discovery sessions on detailed requirements and design for the overall project. Refer to **Exhibit I - DSHS Health Registries Process Guide**.
DIS-EMSTR-002	Engage with State-staff and other end-users through observation and design sessions to better understand workflows and opportunities to improve user experience. Refer to **Exhibit I - DSHS Health Registries Process Guide**.
DIS-EMSTR-003	Maintain state-owned repository to reflect requirements, Test Cases and Acceptance Criteria detail.
IRS-EMSTR-001	Provide integration and release support from Vendor Dev environment to DSHS Dev environment to DSHS Test environment and from DSHS Test environment to DSHS Production upon DSHS request. Refer to **Exhibit I - DSHS Health Registries Process Guide**.
IRS-EMSTR-002	Provide to the state any scripts, support documentation, and release notes. Refer to **Exhibit I - DSHS Health Registries Process Guide**.
IRS-EMSTR-003	Record all Integration and Release Support defects in State-approved defect tracking systems.
IRS-EMSTR-004	Adhere to State-approved DSHS Test Management Plan**.** For a current example refer to **Exhibit I - DSHS Health Registries Process Guide**.

BTD-EMSTR-001	Adhere to State software testing protocols, to ensure the delivery of high quality software. The testing protocol must include, but is not limited to, the following software test activities:
	  a. Manual and automated unit testing to validate application code changes.
	  b. Manual and automated application integration testing to validate code changes made by multiple developer teams, and/or multiple developers, to ensure no conflict with each other.
	  c. Partner with DSHS to conduct manual and automated Systems Integration Testing (SIT) to validate integration between application and other supporting technologies.
	  d. Automated integrated load and stress testing to validate the performance of the application.
	  e. Automated build validation testing to confirm the integrity of application after each build.
	  f. Manual and automated application regression testing to validate pre-existing functionality is not adversely impacted by code changes within a Development Cycle.
	  g. Reporting on the outcomes of all types of testing activities.

DDI Req ID	Design, Development, and Implementation (DDI) Requirements
	h. Provide analysis and code fix, if needed, to resolve any testing issues. i. Assist HHSC IT in deployment of fully tested software upon request.
BTD-EMSTR-002	Develop, enhance, and maintain automated build and deployment scripts for efficient software deployment and configuration. These automated build and deployment scripts must be environment agnostic.
BTD-EMSTR-003	Establish and maintain a DEV environment that mirrors the Austin Data Center (ADC) State Dev environment. **Refer to Exhibit I - DSHS Health Registries Process Guide** for details.
BTD-EMSTR-004	Participate in and assist DSHS with troubleshooting build and deployment issues.
BTD-EMSTR-005	Adhering to the agreed upon project schedule, Vendor will provide Build, Test, and Deploy Services as requested by DSHS within State-approved timelines. Refer to **Attachment B3 - Key Performance Measures and Liquidated Damages.**
PCR-EMSTR-001	Identify, track, and maintain maintenance Change Requests in State-approved tool and provide DSHS with up-to-date information on any impact to the application.
PCR-EMSTR-002	Adhere to existing State-approved processes and procedures for triaging, escalating and implementing Project Change Requests.

2.5.1.3 Time and Materials (TAM) Subdomain

TAM deliverables are DSHS ad-hoc requests. The Vendor will provide TAM Not To Exceed Pricing for the EMS/Trauma Registry including, but not limited to the following:

1. TAM High Level Estimates (HLE)

2. TAM Software Development Services (SDS)

See **Table *14* - Time and Materials RequirementsTable *13* - Design, Development, and Implementation (DDI) Requirements** that include, but is not limited to, the following:

Table 14 - Time and Materials Requirements

TAM Req ID	Time and Materials Requirements
HLE-EMSTR-001	Vendor to submit High Level Estimate response for any DSHS non-project deliverable request within State-approved timelines.
HLE-EMSTR-002	The TAM Services shall be Time and Materials Not to Exceed pricing based on DSHS agreed to Labor Rates.
SDS-EMSTR-001	Adhering to the agreed upon HLE, Vendor to provide Software Development Services as requested by DSHS within State-approved

TAM Req ID	Time and Materials Requirements
	timelines. Refer to **Attachment B3 - Key Performance Measures and Liquidated Damages.**

2.5.1.4   Detailed Registry Requirements (DRR) for the EMS/Trauma Registry Subdomain

The Vendor is responsible to maintain and keep current all Registry Requirements in the state-owned repository. During development of DDI, MNT and TAM efforts, the Vendor must ensure the state-owned repository is up to date for both common and detailed registry requirements. In the event backlogged requirements occur the vendor will coordinate with DSHS to determine priority and placement (DDI, MNT, and TAM) of the backlogged requirements. See **Table *15* - Detailed Registry Requirements** that include, but is not limited to, the following:

Table 15 - Detailed Registry Requirements

DRR Req ID	Detailed Registry Requirements
DRR-EMSTR-001	Refer to **Exhibit O - DSHS Health Registries Detailed Registry Requirements** for specific requirements for the EMS/Trauma Registry.

2.5.2 (2) Birth Defect Registry (BDR) Domain

The Birth Defect Registry Domain comprises of the following Service Subdomains:

2.5.2.1 Project Management Services Subdomain (PMS)

The PM will be responsible for managing the project tasks, deliverables, risks, and issues for all Vendor projects throughout the duration of the contractual engagement. The Vendor's proposed PM must enhance collaboration and delivery of all services of this document.

2.5.2.1.1 PMS Project Management Practices

The Vendor, in coordination with DSHS approval, is required to provide a clearly defined project management methodology to manage the scope of the Health Registries projects, deliverables, schedule, communication methods, and processes along with tracking issues, risks, decisions, and actions. Project monitoring, control, and status reporting methods are included as part of this responsibility.

If applicable, during the Transition phase and/or Turnover phase, the Vendor will be required to complete the delivery of all the project management (PM) plans as defined in **Exhibit J - Health Registries Deliverables.**

2.5.2.1.2 PMS Support Services Requirements (SSR)

The Vendor must provide DSHS with Project and Vendor resource planning, management, and oversight for the five (5) Health Registry domains. See **Table *16* - PMS Support Services Requirements** that include, but are not limited to, the following:

Table 16 - PMS Support Services Requirements

PMS Req ID	PMS Support Services Requirements
SSR-BDR-001	Establish a PM for a registry project(s).
SSR-BDR-002	Comply with State-approved deliverables, refer to **Exhibit J - Health Registries Deliverables**.
SSR-BDR-003	Define, manage, and ensure responsibility for the project tasks, deliverables, technical specifications, risks, and issues. Manage the delivery of services throughout the life of the contract in coordination with DSHS approval. Including, but not limited to, the following: a. Provide day-to-day management of the project including overall Vendor performance, contract compliance and project status updates based on state approved frequency and schedule b. Manage current work plans and coordinate availability of scheduled resources to the Project c. Manage all Vendor resources and ensure appropriate resources are available throughout the life of the Project d. Establish and maintain regular communications with the DSHS project team

PMS Req ID	PMS Support Services Requirements
	e. Maintain status reporting, budget/cost reporting, and issue reporting, tracking, escalation, and resolution procedures f. Manage and internally review the Contractor's invoices and deliverables for conformance with the contract requirements g. Provide timely submission of contract deliverables and work products Refer to **Exhibit I - DSHS Health Registries Process Guide** for details.
SSR-BDR-004	Use the State-approved tools for Project Management throughout the life of the contract and all subsequent extensions.
SSR-BDR-005	Log all risks and mitigation strategies associated with the delivery of the services in State-approved tools including, but not limited to, the following: a. Develop and maintain log of risks and mitigation strategies associated with the delivery of services b. Issues and resolutions for issues identified with the delivery of services in the State-approved issue tracking system c. Risks and mitigation strategies associated with the delivery of services in the State-approved risk management system d. Vendor repository must sync with State-owned repository with an agreed upon State-approved schedule.
SSR-BDR-006	Provide real-time updates to State-approved risk and issue tracking systems including, but not limited to, the following: a. Risk/Mitigation Plans b. Issues/Corrective Action Plans
SSR-BDR-007	Provide program and project management support with PMI certified technology professionals. Refer **Exhibit L - DSHS Health Registries Project Personnel**.
SSR-BDR-008	Adhere to and report compliance with all Key Performance Measures. Refer to **Attachment B3 - Key Performance Measures and Liquidated Damages.**
SSR-BDR-009	Recommend to the State, continuous process improvement and efficiencies for the State-approved processes in **Exhibit I - DSHS Health Registries Process Guide.**
SSR-BDR-010	Improve Health Registry development and management through the continuous improvement of processes, productivity, increased code maintainability, and reusability.
SSR-BDR-011	Mitigate risk to the State, clients, end-users, and taxpayers.
SSR-BDR-012	Train Vendor resources, on DSHS processes, methods and principles prior to assigning the individual to work with the Health Registries. The Vendor is required to provide all training services for their personnel to effectively develop and maintain the Health Registries using Maven software. Training must include, but is not limited to:

PMS Req ID	PMS Support Services Requirements
	a. Current DSHS Processes refer to **Exhibit I - DSHS Health Registries Process Guide** b. Other knowledge areas as required by DSHS c. DSHS required training, (e.g., Security, Protected Health Information (PHI), Health Insurance Portability and Accountability Act (HIPAA), Authorized User Agreement)

2.5.2.1.3 PMS Project Personnel (PER)

The Vendor is responsible to provide project personnel for all service subdomains throughout the life of the Contract's projects. Refer to **Exhibit L - DSHS Health Registries Project Personnel**. See **Table *17* - PM Project Personnel Requirements.**

NOTE: Requirements with Req ID PER-BDR are general requirements for all personnel.

The PM Project Personnel Requirements include, but are not limited to, the following:

Table 17 - PM Project Personnel Requirements

PER Req ID	PM Project Personnel Requirements
PER-BDR-001	Perform criminal background checks of all the Vendor personnel prior to assignment as required by the State, with results submitted to the State.
PER-BDR-002	Ensure all personnel are available to the project during all normal business hours throughout the life of the Contract.
PER-BDR-003	The Vendor must come on-site for testing, deployment, and training upon DSHS request.
PER-BDR-004	Remove and replace any personnel deemed unacceptable by DSHS within fourteen (14) calendar days of notification. Replacement personnel must have equal to or greater qualifications as determined by DSHS.
PER-BDR-005	Maintain timekeeping records of actual hours expended on any of the service subdomains. The Vendor must utilize the timekeeping data for development of monthly status reports and invoices to report on hours expended.
PER-BDR-006	The Vendor will comply with all HHS Security Policy EIS-AUP, refer to **Exhibit G - HHS Enterprise Information Security Acceptable Use Policy (EIS-AUP)**
PER-BDR-007	The Vendor will comply with DSHS's request to replace resources completely or temporarily in order to focus on critical activities as needed. (i.e. temporary absence of project personnel).
PER-BDR-008	Consult with DSHS prior to the removal or transfer of personnel dedicated to supporting DSHS Health Registries.
PER-BDR-009	Allocate the same personnel 100% to a project during the life of the project.

PER Req ID	PM Project Personnel Requirements
PER-BDR-010	Notify DSHS prior to or within five (5) business days after the termination, resignation, of any personnel during the life of the Contract.
PER-BDR-011	DSHS must preapprove replacement of personnel prior to assignment to the project for the duration of the project. Replacement of personnel must have equal to or greater qualifications as determined by DSHS.
PER-BDR-012	Obtain DSHS written approval for any change in personnel from the resources originally proposed in the Vendor's project proposal.
PER-BDR-013	Provide an updated organization chart when personnel changes within sixty (60) calendar days of the change. Refer to **Attachment B4 - Vendor Project Organizational Chart and Project Personnel.**
PER-BDR-014	Provide résumés and references for DSHS review and approval within fourteen (14) calendar days of notification of resignation of any personnel during Design, Development and Implementation (DDI) and Time and Materials (TAM) projects. Provide résumés to DSHS prior to the Vendor assigning replacement personnel during DDI and TAM projects.
PER-BDR-015	Vendor to provide proposed project organizational structure, team roles, and assignment of personnel to effectively meet the requirements for implementing the project. The experience and qualifications of the Vendor's Personnel support DSHS's stated responsibilities for each role and are in compliance with the minimum preferred qualifications as defined in **Exhibit L - DSHS Health Registries Project Personnel.**

2.5.2.1.4 PMS Audit Support Services Requirements (AUD)

The Vendor must provide DSHS with assistance to research and analyze audit requests. Audit requests may demand a prompt turnaround. See **Table *18* - PMS Audit Support Services Requirements** that include, but is not limited to, the following:

Table 18 - PMS Audit Support Services Requirements

PMS Req ID	PMS Audit Support Services Requirements
AUD-BDR-001	Provide DSHS support for all audit and agency information requests by assisting with research and analysis within State-approved timeframes.

2.5.2.1.5 PMS Deliverable Requirements (PDR)

The Vendor must provide project management support for the life of the Contract for all the documents, plans and reports. See *Table 19 - PM Deliverable Requirements* that include, but is not limited to, the following:

Table 19 - PM Deliverable Requirements

PMS Req ID	PM Deliverable Requirements

PDR-BDR-001	The Vendor is responsible for creating, updating, and maintaining plans and reports which include, but are not limited to, the following:
	a. Transition Deliverables
	    i. Transition Project Work Plan
	    ii. Transition Weekly Status Report
	    iii. Readiness Assessment Plan
	    iv. Readiness Assessment Results Report
	b. Design, Development, and Implementation/Software and Maintenance Services Deliverables
	    i. Monthly Status Report
	    ii. Deliverables
	    iii. System Documentation Updated for the Release
	c. Project Management Deliverables
	    i. Project Management Plan
	    ii. Risk Management Plan
	    iii. Change Management Plan
	    iv. Performance and Quality Management Plan
	    v. Software Specification and Guidelines
	    vi. Support and Maintenance Plan
	    vii. Test Management Plan
	    viii. Project Work Plan
	d. Turnover Deliverables
	    i. Turnover Plan
	    ii. Turnover Results Report
	For deliverable due dates refer to **Exhibit J - Health Registries Deliverables.**

2.5.2.2 Design, Development, and Implementation (DDI) Subdomain

DDI deliverables are DSHS project requests. The Vendor will provide DDI services for the Birth Defect Registry including, but not limited to, the following:

1) Making modification to the software as specified in the detailed requirements outlined in **Exhibit O - DSHS Health Registries Detailed Registry Requirements.**

2) The DDI Subdomain services for the Birth Defect Registry includes the following services:

    a. DDI Discovery (DIS)

    b. DDI Integration and Release Support (IRS)

    c. DDI services for Build, Testing, and Deployment (BTD)

    d. DDI Project Change Request (PCR)

See *Table 20 - Design, Development, and Implementation (DDI) Requirements* that include, but is not limited to, the following:

Table 20 - Design, Development, and Implementation (DDI) Requirements

DDI Req ID	Design, Development, and Implementation (DDI)Requirements
DIS-BDR-001	The Vendor and DSHS will commence discovery sessions on detailed requirements and design for the overall project. Refer to **Exhibit I - DSHS Health Registries Process Guide**.
DIS-BDR-002	Engage with State-staff and other end-users through observation and design sessions to better understand workflows and opportunities to improve user experience. Refer to **Exhibit I - DSHS Health Registries Process Guide**.
DIS-BDR-003	Maintain state-owned repository to reflect requirements, Test Cases and Acceptance Criteria detail.
IRS-BDR-001	Provide integration and release support from Vendor Dev environment to DSHS Dev environment to DSHS Test environment and from DSHS Test environment to DSHS Production upon DSHS request. Refer to **Exhibit I - DSHS Health Registries Process Guide**.
IRS-BDR-002	Provide to the state any scripts, support documentation, and release notes. Refer to **Exhibit I - DSHS Health Registries Process Guide**
IRS-BDR-003	Record all Integration and Release Support defects in State-approved defect tracking systems.
IRS-BDR-004	Adhere to State-approved DSHS Test Management Plan**.** For a current example refer to **Exhibit I - DSHS Health Registries Process Guide**.

BTD-BDR-001	Adhere to State software testing protocols, to ensure the delivery of high quality software. The testing protocol must include, but is not limited to, the following software test activities:
	   a. Manual and automated unit testing to validate application code changes.
	   b. Manual and automated application integration testing to validate code changes made by multiple developer teams, and/or multiple developers, to ensure no conflict with each other.
	   c. Partner with DSHS to conduct manual and automated Systems Integration Testing (SIT) to validate integration between application and other supporting technologies.
	   d. Automated integrated load and stress testing to validate the performance of the application.
	   e. Automated build validation testing to confirm the integrity of application after each build.
	   f. Manual and automated application regression testing to validate pre-existing functionality is not adversely impacted by code changes within a Development Cycle.
	   g. Reporting on the outcomes of all types of testing activities.
	   h. Provide analysis and code fix, if needed, to resolve any testing issues.

DDI Req ID	Design, Development, and Implementation (DDI)Requirements
	i. Assist in deploying fully tested software.
BTD-BDR-002	Develop, enhance, and maintain automated build and deployment scripts for efficient software deployment and configuration. These automated build and deployment scripts must be environment agnostic.
BTD-BDR-003	Establish and maintain a DEV environment that mirrors the Austin Data Center (ADC) State Dev environment. **Refer to Exhibit I - DSHS Health Registries Process Guide** for details.
BTD-BDR-004	Participate in and assist DSHS with troubleshooting build and deployment issues.
BTD-BDR-005	Adhering to the agreed upon project schedule, Vendor will provide Build, Test, and Deploy Services as requested by DSHS within State-approved timelines. Refer to **Attachment B3 - Key Performance Measures and Liquidated Damages.**
PCR-BDR-001	Identify, track, and maintain maintenance Change Requests in State-approved tool and provide DSHS with up-to-date information on any impact to the application.
PCR-BDR-002	Adhere to existing State-approved processes and procedures for triaging, escalating and implementing Project Change Requests.

2.5.2.3 Time and Materials (TAM) Subdomain

TAM deliverables are DSHS ad-hoc requests. The Vendor will provide TAM Not To Exceed Pricing for the Birth Defect Registry including, but not limited to the following:

1. TAM High Level Estimates (HLE)

2. TAM Software Development Services (SDS)

See **Table *21* - Time and Materials Requirements** that include, but is not limited to, the following:

Table 21 - Time and Materials Requirements

TAM Req ID	Time and Materials Requirements
HLE-BDR-001	Vendor to submit High Level Estimate response for any DSHS non-project deliverable request within State-approved timelines.
HLE-BDR-002	The TAM Services shall be Time and Materials Not to Exceed pricing based on DSHS agreed to Labor Rates.
SDS-BDR-001	Adhering to the agreed upon HLE, Vendor to provide Software Development Services as requested by DSHS within State-approved timelines. Refer to **Attachment B3 - Key Performance Measures and Liquidated Damages.**

2.5.2.4 Detailed Registry Requirements (DRR) for the Birth Defect Registry Subdomain

The Vendor is responsible to maintain and keep current all Registry Requirements in the state-owned repository. During development of DDI, MNT and TAM efforts, the Vendor must ensure the state-owned repository is up to date for both common and detailed registry requirements. In the event backlogged requirements occur the vendor will coordinate with DSHS to determine priority and placement (DDI, MNT, and TAM) of the backlogged requirements. See **Table *22 - Detailed Registry Requirements** that include, but is not limited to, the following:

Table 22 - Detailed Registry Requirements

DRR Req ID	Detailed Registry Requirements
DRR-BDR-001	Refer to **Exhibit O - DSHS Health Registries Detailed Registry Requirements** for specific requirements for the Birth Defect Registry.

2.5.3   (3) Child and Adult Blood Lead Registry (BLR) Domain

The Child and Adult Blood Lead Registry Domain comprises of the following Service Subdomains:

2.5.3.1   Project Management Services Subdomain (PMS)

The PM will be responsible for managing the project tasks, deliverables, risks, and issues for all Vendor projects throughout the duration of the contractual engagement. The Vendor's proposed PM structure must enhance collaboration and delivery of all services of this document.

2.5.3.1.1   PMS Project Management Practices

The Vendor, in coordination with DSHS approval, is required to provide a clearly defined project management methodology to manage the scope of the Health Registries projects, deliverables, schedule, communication methods, and processes along with tracking issues, risks, decisions, and actions. Project monitoring, control, and status reporting methods are included as part of this responsibility.

If applicable, during the Transition phase and/or Turnover phase, the Vendor will be required to complete the delivery of all the project management (PM) plans as defined in **Exhibit J - Health Registries Deliverables.**

2.5.3.1.2   PMS Support Services Requirements (SSR)

The Vendor must provide DSHS with Project and Vendor resource planning, management, and oversight for the five (5) Health Registry domains. See **Table *23* - PMS Support Services Requirements** that include, but is not limited to, the following:

Table 23 - PMS Support Services Requirements

PMS Req ID	PMS Support Services Requirements
SSR-BLR-001	Establish a PM for a registry project(s).
SSR-BLR-002	Comply with State-approved deliverables, refer to **Exhibit J - Health Registries Deliverables**.
SSR-BLR-003	Define, manage, and ensure responsibility for the project tasks, deliverables, technical specifications, risks, and issues. Manage the delivery of services throughout the life of the contract in coordination with DSHS approval. Including, but not limited to, the following: a. Provide day-to-day management of the project including overall Vendor performance, contract compliance and project status updates based on state approved frequency and schedule b. Manage current work plans and coordinate availability of scheduled resources to the Project c. Manage all Vendor resources and ensure appropriate resources are available throughout the life of the Project d. Establish and maintain regular communications with the DSHS project team

PMS Req ID	PMS Support Services Requirements
	e. Maintain status reporting, budget/cost reporting, and issue reporting, tracking, escalation, and resolution procedures f. Manage and internally review the Contractor's invoices and deliverables for conformance with the contract requirements g. Provide timely submission of contract deliverables and work products Refer to **Exhibit I - DSHS Health Registries Process Guide** for details.
SSR-BLR-004	Use the State-approved tools for Project Management throughout the life of the contract and all subsequent extensions.
SSR-BLR-005	Log all risks and mitigation strategies associated with the delivery of the services in State-approved tools including, but not limited to, the following: a. Develop and maintain log of risks and mitigation strategies associated with the delivery of services b. Issues and resolutions for issues identified with the delivery of services in the State-approved issue tracking system c. Risks and mitigation strategies associated with the delivery of services in the State-approved risk management system d. Vendor repository must sync with State-owned repository with an agreed upon State-approved schedule.
SSR-BLR-006	Provide real-time updates to State-approved risk and issue tracking systems including, but not limited to, the following: a. Risks/Mitigation Plans b. Issues/Corrective Action Plans
SSR-BLR-007	Provide program and project management support with PMI certified technology professionals. Refer **Exhibit L - DSHS Health Registries Project Personnel**.
SSR-BLR-008	Adhere to and report compliance with all Key Performance Measures. Refer to **Attachment B3 - Key Performance Measures and Liquidated Damages.**
SSR-BLR-009	Recommend to the State, continuous process improvement and efficiencies for the State-approved processes in **Exhibit I - DSHS Health Registries Process Guide.**
SSR-BLR-010	Improve Health Registry development and management through the continuous improvement of processes, productivity, increased code maintainability, and reusability.
SSR-BLR-011	Mitigate risk to the State, clients, end-users, and taxpayers.
SSR-BLR-012	Train Vendor resources, on DSHS processes, methods and principles prior to assigning the individual to work with the Health Registries. The Vendor is required to provide all training services for their personnel to effectively develop and maintain the Health Registries using Maven software. Training must include, but is not limited to:

PMS Req ID	PMS Support Services Requirements
	a. Current DSHS Processes refer to **Exhibit I - DSHS Health Registries Process Guide** b. Other knowledge areas as required by DSHS c. DSHS required training, (e.g., Security, Protected Health Information (PHI), Health Insurance Portability and Accountability Act (HIPAA), Authorized User Agreement)

2.5.3.1.3 PMS Project Personnel (PER)

The Vendor is responsible to provide project personnel for all service subdomains throughout the life of the Contract's projects. Refer to **Exhibit L - DSHS Health Registries Project Personnel**. See *Table 24 - PM Project Personnel Requirements*.

NOTE: Requirements with Req ID PER-BLR are general requirements for all personnel.

See **Table *24* - PM Project Personnel Requirements** that include, but is not limited to, the following:

Table 24 - PM Project Personnel Requirements

PER Req ID	PM Project Personnel Requirements
PER-BLR-001	Perform criminal background checks of all the Vendor personnel prior to assignment as required by the State, with results submitted to the State.
PER-BLR-002	Ensure all personnel are available to the project during all normal business hours throughout the life of the Contract.
PER-BLR-003	The Vendor must come on-site for testing, deployment, and training upon DSHS request.
PER-BLR-004	Remove and replace any personnel deemed unacceptable by DSHS within fourteen (14) calendar days of notification. Replacement personnel must have equal to or greater qualifications as determined by DSHS.
PER-BLR-005	Maintain timekeeping records of actual hours expended on any of the service subdomains. The Vendor must utilize the timekeeping data for development of monthly status reports and invoices to report on hours expended.
PER-BLR-006	The Vendor will comply with all HHS Security Policy EIS-AUP, refer to **Exhibit G - HHS Enterprise Information Security Acceptable Use Policy (EIS-AUP)**
PER-BLR-007	The Vendor will comply with DSHS's request to replace resources completely or temporarily in order to focus on critical activities as needed. (i.e. temporary absence of project personnel).
PER-BLR-008	Consult with DSHS prior to the removal or transfer of personnel dedicated to supporting DSHS Health Registries.

PER Req ID	PM Project Personnel Requirements
PER-BLR-009	Allocated the same personnel 100% to a project during the life of the project.
PER-BLR-010	Notify DSHS prior to or within five (5) business days after the termination, resignation, of any personnel during the life of the Contract.
PER-BLR-011	DSHS must preapprove replacement of personnel prior to assignment to the project for the duration of the project. Replacement of personnel must have equal to or greater qualifications as determined by DSHS.
PER-BLR-012	Obtain DSHS written approval for any change in personnel from the resources originally proposed in the Vendor's project proposal.
PER-BDR-013	Provide an updated organization chart when personnel changes within sixty (60) calendar days of the change. Refer to **Attachment B4 - Vendor Project Organizational Chart and Project Personnel.**
PER-BLR-014	Provide résumés and references for DSHS review and approval within fourteen (14) calendar days of notification of resignation of any personnel during Design, Development and Implementation (DDI) and Time and Materials (TAM) projects. Provide résumés to DSHS prior to the Vendor assigning replacement personnel during DDI and TAM projects.
PER-BLR-015	Vendor to provide proposed project organizational structure, team roles, and assignment of personnel to effectively meet the requirements for implementing the project. The experience and qualifications of the Vendor's Personnel support DSHS's stated responsibilities for each role and are in compliance with the minimum preferred qualifications as defined in **Exhibit L - DSHS Health Registries Project Personnel.**

2.5.3.1.4 PMS Audit Support Services Requirements (AUD)

The Vendor must provide DSHS with assistance to research and analyze audit requests. Audit requests may demand a prompt turnaround. See **Table *25* - PMS Audit Support Services Requirements** that include, but is not limited to, the following:

Table 25 - PMS Audit Support Services Requirements

PMS Req ID	PMS Audit Support Services Requirements
AUD-BLR-001	Provide DSHS support for all audit and agency information requests by assisting with research and analysis within State-approved timeframes.

2.5.3.1.5 PM Deliverable Requirements (PDR)

The Vendor must provide project management support for the life of the Contract for all the documents, plans and reports. See *Table 26 - PM Deliverable Requirements* that include, but is not limited to, the following:

Table 26 - PM Deliverable Requirements

PDR Req ID	PM Deliverable Requirements

PDR-BLR-001	The Vendor is responsible for creating, updating, and maintaining plans and reports which include, but are not limited to, the following:
	
	a. Transition Deliverables
	    i. Transition Project Work Plan
	    ii. Transition Weekly Status Report
	    iii. Readiness Assessment Plan
	    iv. Readiness Assessment Results Report
	b. Design, Development, and Implementation/Software and Maintenance Services Deliverables
	    i. Monthly Status Report
	    ii. Deliverables
	    iii. System Documentation Updated for the Release
	c. Project Management Deliverables
	    i. Project Management Plan
	    ii. Risk Management Plan
	    iii. Change Management Plan
	    iv. Performance and Quality Management Plan
	    v. Software Specification and Guidelines
	    vi. Support and Maintenance Plan
	    vii. Test Management Plan
	    viii. Project Work Plan
	d. Turnover Deliverables
	    i. Turnover Plan
	    ii. Turnover Results Report
	
	For deliverable due dates refer to **Exhibit J - Health Registries Deliverables.**

2.5.3.2 Design, Development, and Implementation (DDI) Subdomain

DDI deliverables are DSHS project requests. The Vendor will provide DDI services for the Blood Lead Registry including, but not limited to, the following:

Making modifications to the software as specified in the detailed requirements outlined in **Exhibit O - DSHS Health Registries Detailed Registry Requirements.**

The DDI Subdomain services for the Child and Adult Blood Lead Registry includes the following services:

a. DDI Discovery (DIS)

b. DDI Integration and Release Support (IRS)

c. DDI services for Build, Testing, and Deployment (BTD)

d. DDI Project Change Request (PCR)

Table 27 - Design, Development, and Implementation (DDI) Requirements

DDI Req ID	Design, Development, and Implementation (DDI) Requirements
DIS-BDL-001	The Vendor and DSHS will commence discovery sessions on detailed requirements and design for the overall project. Refer to **Exhibit I - DSHS Health Registries Process Guide**.
DIS-BDL-002	Engage with State-staff and other end-users through observation and design sessions to better understand workflows and opportunities to improve user experience. Refer to **Exhibit I - DSHS Health Registries Process Guide**.
DIS-BDL-003	Maintain state-owned repository to reflect requirements, Test Cases and Acceptance Criteria detail.
IRS-BDL-001	Provide integration and release support from Vendor Dev environment to DSHS Dev environment to DSHS Test environment and from DSHS Test environment to DSHS Production upon DSHS request. Refer to **Exhibit I - DSHS Health Registries Process Guide**.
IRS-BDL-002	Provide to the state any scripts, support documentation, and release notes. Refer to **Exhibit I - DSHS Health Registries Process Guide**.
IRS-BDL-003	Record all Integration and Release Support defects in State-approved defect tracking systems.
IRS-BDL-004	Adhere to State-approved DSHS Test Management Plan**.** For a current example refer to **Exhibit I - DSHS Health Registries Process Guide**.
BTD-BDL-001	Adhere to State software testing protocols, to ensure the delivery of high quality software. The testing protocol must include, but is not limited to, the following software test activities: a. Manual and automated unit testing to validate application code changes. b. Manual and automated application integration testing to validate code changes made by multiple developer teams, and/or multiple developers, to ensure no conflict with each other. c. Partner with DSHS to conduct manual and automated Systems Integration Testing (SIT) to validate integration between application and other supporting technologies. d. Automated integrated load and stress testing to validate the performance of the application. e. Automated build validation testing to confirm the integrity of application after each build. f. Manual and automated application regression testing to validate pre-existing functionality is not adversely impacted by code changes within a Development Cycle. g. Reporting on the outcomes of all types of testing activities. h. Provide analysis and code fix, if needed, to resolve any testing issues. i. Assist in deploying fully tested software.

DDI Req ID	Design, Development, and Implementation (DDI) Requirements
BTD-BDL-002	Develop, enhance, and maintain automated build and deployment scripts for efficient software deployment and configuration. These automated build and deployment scripts must be environment agnostic.
BTD-BDL-003	Establish and maintain a DEV environment that mirrors the Austin Data Center (ADC) State Dev environment. **Refer to Exhibit I - DSHS Health Registries Process Guide** for details.
BTD-BDL-004	Participate in and assist DSHS with troubleshooting build and deployment issues.
BTD-BDL-005	Adhering to the agreed upon project schedule, Vendor will provide Build, Test, and Deploy Services as requested by DSHS within State-approved timelines. Refer to **Attachment B3 - Key Performance Measures and Liquidated Damages.**
PCR-BDL-001	Identify, track, and maintain maintenance Change Requests in State-approved tool and provide DSHS with up-to-date information on any impact to the application.
PCR-BDL-002	Adhere to existing State-approved processes and procedures for triaging, escalating and implementing Project Change Requests.

2.5.3.3   Time and Materials (TAM) Subdomain

TAM deliverables are DSHS ad-hoc requests. The Vendor will provide TAM Not To Exceed Pricing for the Child and Adult Blood Lead Registry including, but is not limited to the following:

1. TAM High Level Estimates (HLE)

2. TAM Software Development Services (SDS)

See **Table *28* - Time and Materials Requirements** that include, but is not limited to, the following:

Table 28 - Time and Materials Requirements

TAM Req ID	Time and Materials Requirements
HLE-BLR-001	Vendor to submit High Level Estimate response for any DSHS non-project deliverable request within State-approved timelines.
HLR-BLR-002	The TAM Services shall be Time and Materials Not to Exceed pricing based on DSHS agreed to Labor Rates.
SDS-BLR-001	Adhering to the agreed upon HLE, Vendor to provide Software Development Services as requested by DSHS within State-approved timelines. Refer to **Attachment B3 - Key Performance Measures and Liquidated Damages.**

2.5.3.4 Detailed Registry Requirements (DRR) for Child and Adult Blood Lead Registry Subdomain

The Vendor is responsible to maintain and keep current all Registry Requirements in the state-owned repository. During development of DDI, MNT and TAM efforts, the Vendor must ensure the state-owned repository is up to date for both common and detailed registry requirements. In the event backlogged requirements occur the vendor will coordinate with DSHS to determine priority and placement (DDI, MNT, and TAM) of the backlogged requirements. See **Table** *29 -* **Detailed Registry Requirements** that include, but is not limited to, the following:

Table 29 - Detailed Registry Requirements

DRR Req ID	Detailed Registry Requirements
DRR-BLR-001	Refer to **Exhibit O - DSHS Health Registries Detailed Registry Requirements** for specific requirements for the Child and Adult Blood Lead Registry.

2.5.4 (4) Texas Healthcare Safety Network Registry (TxHSN) Domain

The Texas Healthcare Safety Network Registry Domain comprises of the following Service Subdomains:

2.5.4.1 Project Management Services (PMS)

The PM will be responsible for managing the project tasks, deliverables, risks, and issues for all Vendor projects throughout the duration of the contractual engagement. The Vendor's proposed PM structure must enhance collaboration and delivery of all services of this document.

2.5.4.1.1 PMS Project Management Practices

The Vendor, with DSHS approval, is required to provide a clearly defined project management methodology and organization to manage the scope of the Health Registries projects, deliverables, schedule, communication methods, and processes along with tracking issues, risks, decisions, and actions. Project monitoring, control, and status reporting methods are included as part of this responsibility.

If applicable, during the Transition phase and/or Turnover phase, the Vendor will be required to complete the delivery of all the project management (PM) plans as defined in **Exhibit J - Health Registries Deliverables.**

2.5.4.1.2 PMS Support Services Requirements (SSR)

The Vendor must provide DSHS with Project and Vendor resource planning, management, and oversight for the five (5) Health Registry domains. See **Table *30* - PMS Support Services Requirements** that include, but is not limited to, the following:

Table 30 - PMS Support Services Requirements

PMS Req ID	PMS Support Services Requirements
SSR-HSN-001	Establish a PM for a registry project(s).
SSR-HSN-002	Comply with State-approved deliverables, refer to **Exhibit J - Health Registries Deliverables**.
SSR-HSN-003	Define, manage, and ensure responsibility for the project tasks, deliverables, technical specifications, risks, and issues. Manage the delivery of services throughout the life of the contract in coordination with DSHS approval. Including, but not limited to, the following: a. Provide day-to-day management of the project including overall Vendor performance, contract compliance and project status updates based on state approved frequency and schedule b. Manage current work plans and coordinate availability of scheduled resources to the Project c. Manage all Vendor resources and ensure appropriate resources are available throughout the life of the Project d. Establish and maintain regular communications with the DSHS project team

PMS Req ID	PMS Support Services Requirements
	e. Maintain status reporting, budget/cost reporting, and issue reporting, tracking, escalation, and resolution procedures f. Manage and internally review the Contractor's invoices and deliverables for conformance with the contract requirements g. Provide timely submission of contract deliverables and work products Refer to **Exhibit I - DSHS Health Registries Process Guide** for details.
SSR-HSN-004	Use the State-approved tools for Project Management throughout the life of the contract and all subsequent extensions.
SSR-HSN-005	Log all risks and mitigation strategies associated with the delivery of the services in State-approved tools including, but not limited to, the following: a. Develop and maintain log of risks and mitigation strategies associated with the delivery of services b. Issues and resolutions for issues identified with the delivery of services in the State-approved issue tracking system c. Risks and mitigation strategies associated with the delivery of services in the State-approved risk management system d. Vendor repository must sync with State-owned repository with an agreed upon State-approved schedule.
SSR-HSN-006	Provide real-time updates to State-approved risk and issue tracking systems including, but not limited to, the following: a. Risks/Mitigation Plans b. Issues/Corrective Action Plans
SSR-HSN-007	Provide program and project management support with PMI certified technology professionals. Refer **Exhibit L - DSHS Health Registries Project Personnel**.
SSR-HSN-008	Adhere to and report compliance with all Key Performance Measures. Refer to **Attachment B3 - Key Performance Measures and Liquidated Damages.**
SSR-HSN-009	Recommend to the State, continuous process improvement and efficiencies for the State-approved processes in **Exhibit I - DSHS Health Registries Process Guide.**
SSR-HSN-010	Improve Health Registry development and management through the continuous improvement of processes, productivity, increased code maintainability, and reusability.
SSR-HSN-011	Mitigate risk to the State, clients, end-users, and taxpayers.
SSR-HSN-012	Train Vendor resources, on DSHS processes, methods and principles prior to assigning the individual to work with the Health Registries. The Vendor is required to provide all training services for their personnel to effectively develop and maintain the Health Registries using Maven software. Training must include, but is not limited to:

PMS Req ID	PMS Support Services Requirements
	a. Current DSHS Processes refer to **Exhibit I - DSHS Health Registries Process Guide** b. Other knowledge areas as required by DSHS c. DSHS required training, (e.g., Security, Protected Health Information (PHI), Health Insurance Portability and Accountability Act (HIPAA), Authorized User Agreement)

2.5.4.1.3 PM Project Personnel (PER)

The Vendor is responsible to provide project personnel for all service subdomains throughout the life of the Contract's projects. Refer to **Exhibit L - DSHS Health Registries Project Personnel**. See **Table *31* - PM Project Personnel Requirements**.

NOTE: Requirements with Req ID PER-HSN are general requirements for all personnel.

The PM Project Personnel Requirements include, but are not limited to, the following:

Table 31 - PM Project Personnel Requirements

Req ID	PM Project Personnel Requirements
PER-HSN-001	Perform criminal background checks of all the Vendor personnel prior to assignment as required by the State, with results submitted to the State.
PER-HSN-002	Ensure all personnel are available to the project during all normal business hours throughout the life of the Contract.
PER-HSN-003	The Vendor must come on-site for testing, deployment, and training upon DSHS request.
PER-HSN-004	Remove and replace any personnel deemed unacceptable by DSHS within fourteen (14) calendar days of notification. Replacement personnel must have equal to or greater qualifications as determined by DSHS.
PER-HSN-005	Maintain timekeeping records of actual hours expended on any of the service subdomains. The Vendor must utilize the timekeeping data for development of monthly status reports and invoices to report on hours expended.
PER-HSN-006	The Vendor will comply with all HHS Security Policy EIS-AUP, refer to **Exhibit G - HHS Enterprise Information Security Acceptable Use Policy (EIS-AUP)**
PER-HSN-007	The Vendor will comply with DSHS's request to replace resources completely or temporarily in order to focus on critical activities as needed. (i.e. temporary absence of project personnel).
PER-HSN-008	Consult with DSHS prior to the removal or transfer of personnel dedicated to supporting DSHS Health Registries.
PER-HSN-009	Ensure the same personnel are allocated 100% to a project during the life of the project.

Req ID	PM Project Personnel Requirements
PER-HSN-010	Notify DSHS prior to or within five (5) business days after the termination, resignation, of any personnel during the life of the Contract.
PER-HSN-011	DSHS must preapprove replacement of personnel prior to assignment to the project for the duration of the project. Replacement of personnel must have equal to or greater qualifications as determined by DSHS.
PER-HSN-012	Obtain DSHS written approval for any change in personnel from the resources originally proposed in the Vendor's project proposal.
PER-HSN-013	Provide an updated organization chart when personnel changes within sixty (60) calendar days of the change. Refer to **Attachment B4 - Vendor Project Organizational Chart and Project Personnel.**
PER-HSN-014	Provide résumés and references for DSHS review and approval within fourteen (14) calendar days of notification of resignation of any personnel during Design, Development and Implementation (DDI) and Time and Materials (TAM) projects. Provide résumés to DSHS prior to the Vendor assigning replacement personnel during DDI and TAM projects.
PER-HSN-015	Vendor to provide proposed project organizational structure, team roles, and assignment of personnel to effectively meet the requirements for implementing the project. The experience and qualifications of the Vendor's Personnel support DSHS's stated responsibilities for each role and are in compliance with the minimum preferred qualifications as defined in **Exhibit L - DSHS Health Registries Project Personnel.**

2.5.4.1.4 PMS Audit Support Services Requirements (AUD)

The Vendor must provide DSHS with assistance to research and analyze audit requests. Audit requests may demand a prompt turnaround. See **Table *32* - PM Audit Support Services Requirements Table *13* - Design, Development, and Implementation (DDI) Requirements**that include, but is not limited to, the following:

Table 32 - PM Audit Support Services Requirements

PMS Req ID	PM Audit Support Services Requirements
AUD-HSN-001	Provide DSHS support for all audit and agency information requests by assisting with research and analysis within State-approved timeframes.

2.5.4.1.5 PM Deliverable Requirements (PDR)

The Vendor must provide project management support for the life of the Contract for all the documents, plans and reports. See *Table 33 - PMS Deliverable Requirements* that include, but is not limited to, the following:

Table 33 - PMS Deliverable Requirements

PMS Req ID	PMS Deliverable Requirements

PDR-HSN-001	The Vendor is responsible for creating, updating, and maintaining plans and reports which include, but are not limited to, the following:
	  a. Transition Deliverables
	    i. Transition Project Work Plan
	    ii. Transition Weekly Status Report
	    iii. Readiness Assessment Plan
	    iv. Readiness Assessment Results Report
	  b. Design, Development, and Implementation/Software and Maintenance Services Deliverables
	    i. Monthly Status Report
	    ii. Deliverables
	    iii. System Documentation Updated for the Release
	  c. Project Management Deliverables
	    i. Project Management Plan
	    ii. Risk Management Plan
	    iii. Change Management Plan
	    iv. Configuration Management Plan
	    v. Performance and Quality Management Plan
	    vi. Software Specification and Guidelines
	    vii. Support and Maintenance Plan
	    viii. Test Management Plan
	    ix. Project Work Plan
	  d. Turnover Deliverables
	    i. Turnover Plan
	    ii. Turnover Results Report
	For deliverable due dates refer to **Exhibit J - Health Registries Deliverables.**

2.5.4.2 Design, Development, and Implementation (DDI) Subdomain

DDI deliverables are DSHS project requests. The Vendor will provide DDI services for the TxHSN Registry including, but not limited to, the following:

1) Making modifications to the software as specified in the detailed requirements outlined in **Exhibit O - DSHS Health Registries Detailed Registry Requirements.**

2) The DDI Subdomain services for the Texas Healthcare Safety Network Registry includes the following services:

  a. DDI Discovery (DIS)

  b. DDI Integration and Release Support (IRS)

  c. DDI services for Build, Testing, and Deployment (BTD)

  d. DDI Project Change Request (PCR)

See **Table *34* - Design, Development, and Implementation (DDI) Requirements** that include, but is not limited to, the following:

Table 34 - Design, Development, and Implementation (DDI) Requirements

DDI Req ID	Design, Development, and Implementation (DDI) Requirements
DIS-HSN-001	The Vendor and DSHS will commence discovery sessions on detailed requirements and design for the overall project. Refer to **Exhibit I - DSHS Health Registries Process Guide**.
DIS-HSN-002	Engage with State-staff and other end-users through observation and design sessions to better understand workflows and opportunities to improve user experience. Refer to **Exhibit I - DSHS Health Registries Process Guide**.
DIS-HSN-003	Maintain state-owned repository to reflect requirements, Test Cases and Acceptance Criteria detail.
IRS-HSN-001	Provide integration and release support from Vendor Dev environment to DSHS Dev environment to DSHS Test environment and from DSHS Test environment to DSHS Production upon DSHS request. Refer to **Exhibit I - DSHS Health Registries Process Guide**.
IRS-HSN-002	Provide to the state any scripts, support documentation, and release notes. Refer to **Exhibit I - DSHS Health Registries Process Guide**.
IRS-HSN-003	Record all Integration and Release Support defects in State-approved defect tracking systems.
IRS-HSN-004	Adhere to State-approved DSHS Test Management Plan**.** For a current example refer to **Exhibit I - DSHS Health Registries Process Guide**.
BTD-HSN-001	Adhere to State software testing protocols, to ensure the delivery of high quality software. The testing protocol must include, but is not limited to, the following software test activities: a. Manual and automated unit testing to validate application code changes. b. Manual and automated application integration testing to validate code changes made by multiple developer teams, and/or multiple developers, to ensure no conflict with each other. c. Partner with DSHS to conduct manual and automated Systems Integration Testing (SIT) to validate integration between application and other supporting technologies. d. Automated integrated load and stress testing to validate the performance of the application. e. Automated build validation testing to confirm the integrity of application after each build. f. Manual and automated application regression testing to validate pre-existing functionality is not adversely impacted by code changes within a Development Cycle. g. Reporting on the outcomes of all types of testing activities. h. Provide analysis and code fix, if needed, to resolve any testing issues.

DDI Req ID	Design, Development, and Implementation (DDI) Requirements
	i. Assist in deploying fully tested software.
BTD-HSN-002	Develop, enhance, and maintain automated build and deployment scripts for efficient software deployment and configuration. These automated build and deployment scripts must be environment agnostic.
BTD-HSN-003	Establish and maintain a DEV environment that mirrors the Austin Data Center (ADC) State Dev environment. **Refer to Exhibit I - DSHS Health Registries Process Guide** for details.
BTD-HSN-004	Participate in and assist DSHS with troubleshooting build and deployment issues.
BTD-HSN-005	Adhering to the agreed upon project schedule, Vendor will provide Build, Test, and Deploy Services as requested by DSHS within State-approved timelines. Refer to **Attachment B3 - Key Performance Measures and Liquidated Damages.**
PCR-HSN-001	Identify, track, and maintain maintenance Change Requests in State-approved tool and provide DSHS with up-to-date information on any impact to the application.
PCR-HSN-002	Adhere to existing State-approved processes and procedures for triaging, escalating and implementing Project Change Requests.

2.5.4.3   Time and Materials (TAM) Subdomain

TAM deliverables are DSHS ad-hoc requests. The Vendor will provide TAM Not To Exceed Pricing for the Texas Healthcare Safety Network Registry including, but is not limited to the following:

1) TAM High Level Estimates (HLE)

2) TAM Software development services (SDS)

See **Table *35* - Time and Materials Requirements** that include, but is not limited to, the following:

Table 35 - Time and Materials Requirements

TAM Req ID	Time and Materials Requirements
HLE-HSN-001	Vendor to submit High Level Estimate response for any DSHS non-project deliverable request within State-approved timelines.
HLE-HSN-002	The TAM Services shall be Time and Materials Not to Exceed pricing based on DSHS agreed to Labor Rates.
SDS-HSN-001	Adhering to the agreed upon HLE, Vendor to provide Software Development Services as requested by DSHS within State-approved timelines. Refer to **Attachment B3 - Key Performance Measures and Liquidated Damages.**

2.5.4.4 Detailed Registry Requirements (DRR) for Texas Healthcare Safety Network Registry Subdomain

The Vendor is responsible to maintain and keep current all Registry Requirements in the state-owned repository. During development of DDI, MNT and TAM efforts, the Vendor must ensure the state-owned repository is up to date for both common and detailed registry requirements. In the event backlogged requirements occur the vendor will coordinate with DSHS to determine priority and placement (DDI, MNT, and TAM) of the backlogged requirements. See **Table *36* - Detailed Registry Requirements** that include, but is not limited to, the following:

Table 36 - Detailed Registry Requirements

DRR Req ID	Detailed Registry Requirements
DRR-HSN-001	Refer to **Exhibit O - DSHS Health Registries Detailed Registry Requirements** for specific requirements for the Texas Healthcare Safety Network Registry.

2.5.5   (5) TB/HIV/STD (THISIS) Registry Domain

The TB/HIV/STD Registry Domain comprises of the following Service Subdomains:

2.5.5.1   Project Management Services (PMS)

The PM will be responsible for managing the project tasks, deliverables, risks, and issues for all Vendor projects throughout the duration of the contractual engagement. The Vendor's proposed PM structure must enhance collaboration and delivery of all services of this document.

2.5.5.1.1   PMS Project Management Practices

The Vendor, in coordination with DSHS approval, is required to provide a clearly defined project management methodology to manage the scope of the Health Registries projects, deliverables, schedule, communication methods, and processes along with tracking issues, risks, decisions, and actions. Project monitoring, control, and status reporting methods are included as part of this responsibility.

If applicable, during the Transition phase and/or Turnover phase, the Vendor will be required to complete the delivery of all the project management (PM) plans as defined in **Exhibit J - Health Registries Deliverables.**

2.5.5.1.2   PMS Support Services Requirements (SSR)

The Vendor must provide DSHS with Project and Vendor resource planning, management, and oversight for the five (5) Health Registry domains. See **Table *37* - PMS Support Services Requirements** that include, but is not limited to, the following:

Table 37 - PMS Support Services Requirements

PMS Req ID	PMS Support Services Requirements
SSR-THS-001	Establish a PM for a registry project(s).
SSR-THS-002	Comply with State-approved deliverables, refer to **Exhibit J - Health Registries Deliverables**.
SSR-THS-003	Define, manage, and ensure responsibility for the project tasks, deliverables, technical specifications, risks, and issues. Manage the delivery of services throughout the life of the contract in coordination with DSHS approval. Including, but not limited to, the following: a. Provide day-to-day management of the project including overall Vendor performance, contract compliance and project status updates based on state approved frequency and schedule b. Manage current work plans and coordinate availability of scheduled resources to the Project c. Manage all Vendor resources and ensure appropriate resources are available throughout the life of the Project d. Establish and maintain regular communications with the DSHS project team

PMS Req ID	PMS Support Services Requirements
	e. Maintain status reporting, budget/cost reporting, and issue reporting, tracking, escalation, and resolution procedures f. Manage and internally review the Contractor's invoices and deliverables for conformance with the contract requirements g. Provide timely submission of contract deliverables and work products Refer to **Exhibit I - DSHS Health Registries Process Guide** for details.
SSR-THS-004	Use the State-approved tools for Project Management throughout the life of the contract and all subsequent extensions.
SSR-THS-005	Log all risks and mitigation strategies associated with the delivery of the services in State-approved tools including, but not limited to, the following: a. Develop and maintain log of risks and mitigation strategies associated with the delivery of services b. Issues and resolutions for issues identified with the delivery of services in the State-approved issue tracking system c. Risks and mitigation strategies associated with the delivery of services in the State-approved risk management system d. Vendor repository must sync with State-owned repository with an agreed upon State-approved schedule.
SSR-THS-006	Provide real-time updates to State-approved risk and issue tracking systems including, but not limited to, the following: a. Risks/Mitigation Plans b. Issues/Corrective Action Plans
SSR-THS-007	Provide program and project management support with PMI certified technology professionals. Refer **Exhibit L - DSHS Health Registries Project Personnel**.
SSR-THS-008	Adhere to and report compliance with all Key Performance Measures. Refer to **Attachment B3 - Key Performance Measures and Liquidated Damages.**
SSR-THS-009	Recommend to the State, continuous process improvement and efficiencies for the State-approved processes in **Exhibit I - DSHS Health Registries Process Guide.**
SSR-THS-010	Improve Health Registry development and management through the continuous improvement of processes, productivity, increased code maintainability, and reusability.
SSR-THS-011	Mitigate risk to the State, clients, end-users, and taxpayers.
SSR-THS-012	Train Vendor resources, on DSHS processes, methods and principles prior to assigning the individual to work with the Health Registries. The Vendor is required to provide all training services for their personnel to effectively

PMS Req ID	PMS Support Services Requirements
	develop and maintain the Health Registries using Maven software. Training must include, but is not limited to: a. Current DSHS Processes refer to **Exhibit I - DSHS Health Registries Process Guide** b. Other knowledge areas as required by DSHS c. DSHS required training, (e.g., Security, Protected Health Information (PHI), Health Insurance Portability and Accountability Act (HIPAA), Authorized User Agreement)

2.5.5.1.3 PMS Project Personnel (PER)

The Vendor is responsible to provide project personnel for all service subdomains throughout the life of the Contract's projects. Refer to **Exhibit L - DSHS Health Registries Project Personnel**. See **Table *38* - PMS Project Personnel Requirements.**

NOTE: Requirements with Req ID PER-THS are general requirements for all personnel.

See **Table *38* - PMS Project Personnel Requirements** that include, but is not limited to, the following:

Table 38 - PMS Project Personnel Requirements

Req ID	PMS Project Personnel Requirements
PER-THS-001	Perform criminal background checks of all the Vendor personnel prior to assignment as required by the State, with results submitted to the State.
PER-THS-002	Ensure all personnel are available to the project during all normal business hours throughout the life of the Contract.
PER-THS-003	The Vendor must come on-site for testing, deployment, and training upon DSHS request.
PER-THS-004	Remove and replace any personnel deemed unacceptable by DSHS within fourteen (14) calendar days of notification. Replacement personnel must have equal to or greater qualifications as determined by DSHS.
PER-THS-005	Maintain timekeeping records of actual hours expended on any of the service subdomains. The Vendor must utilize the timekeeping data for development of monthly status reports and invoices to report on hours expended.
PER-THS-006	The Vendor will comply with all HHS Security Policy EIS-AUP, refer to **Exhibit G - HHS Enterprise Information Security Acceptable Use Policy (EIS-AUP)**
PER-THS-007	The Vendor will comply with DSHS's request to replace resources completely or temporarily in order to focus on critical activities as needed. (i.e. temporary absence of project personnel).
PER-THS-008	Consult with DSHS prior to the removal or transfer of personnel dedicated to supporting DSHS Health Registries.

Req ID	PMS Project Personnel Requirements
PER-THS-009	Ensure the same personnel are allocated 100% to a project during the life of the project.
PER-THS-010	Notify DSHS prior to or within five (5) business days after the termination, resignation, of any personnel during the life of the Contract.
PER-THS-011	DSHS must preapprove replacement of personnel prior to assignment to the project for the duration of the project. Replacement of personnel must have equal to or greater qualifications as determined by DSHS.
PER-THS-012	Obtain DSHS written approval for any change in personnel from the resources originally proposed in the Vendor's project proposal.
PER-THS-013	Provide an updated organization chart when personnel changes within sixty (60) calendar days of the change. Refer to **Attachment B4 - Vendor Project Organizational Chart and Project Personnel.**
PER-THS-014	Provide résumés and references for DSHS review and approval within fourteen (14) calendar days of notification of resignation of any personnel during Design, Development and Implementation (DDI) and Time and Materials (TAM) projects. Provide résumés to DSHS prior to the Vendor assigning replacement personnel during DDI and TAM projects.
PER-THS-015	Vendor to provide proposed project organizational structure, team roles, and assignment of personnel to effectively meet the requirements for implementing the project. The experience and qualifications of the Vendor's Personnel support DSHS's stated responsibilities for each role and are in compliance with the minimum preferred qualifications as defined in **Exhibit L - DSHS Health Registries Project Personnel.**

2.5.5.1.4 PMS Audit Support Services Requirements (AUD)

The Vendor must provide DSHS with assistance to research and analyze audit requests. Audit requests may demand a prompt turnaround. See **Table *39* - PMS Audit Support Services Requirements** that include, but is not limited to, the following:

Table 39 - PMS Audit Support Services Requirements

Req ID	PMS Audit Support Services Requirements
AUD-THS-001	Provide DSHS support for all audit and agency information requests by assisting with research and analysis within State-approved timeframes.

2.5.5.1.5 PMS Deliverable Requirements (PDR)

The Vendor must provide project management support for the life of the Contract for all the documents, plans and reports. See *Table 40 - PMS Deliverable Requirements* that include, but is not limited to, the following:

Table 40 - PMS Deliverable Requirements

Req ID	PM Deliverable Requirements

PDR-THS-001	The Vendor is responsible for creating, updating, and maintaining plans and reports which include, but are not limited to, the following:
	     a. Transition Deliverables
	          i. Transition Project Work Plan
	         ii. Transition Weekly Status Report
	       iii. Readiness Assessment Plan
	       iv. Readiness Assessment Results Report
	     b. Design, Development, and Implementation/Software and Maintenance Services Deliverables
	          i. Monthly Status Report
	         ii. Deliverables
	       iii. System Documentation Updated for the Release
	     c. Project Management Deliverables
	          i. Project Management Plan
	         ii. Risk Management Plan
	       iii. Change Management Plan
	       iv. Configuration Management Plan
	        v. Performance and Quality Management Plan
	       vi. Software Specification and Guidelines
	      vii. Support and Maintenance Plan
	     viii. Test Management Plan
	       ix. Project Work Plan
	     d. Turnover Deliverables
	          i. Turnover Plan
	         ii. Turnover Results Report
	 For deliverable due dates refer to **Exhibit J - Health Registries Deliverables.**

2.5.5.2 Design, Development, and Implementation (DDI) Services Subdomain

DDI deliverables are DSHS project requests. The Vendor will provide DDI services for the THISIS Registry including, but not limited to, the following:

Making modifications to the software as specified in the detailed requirements outlined in **Exhibit O - DSHS Health Registries Detailed Registry Requirements.**

The DDI Subdomain services for the TB/HIV/STD Registry includes the following services:

a. DDI Discovery (DIS)

b. DDI Integration and Release Support (IRS)

c. DDI services for Build, Testing, and Deployment (BTD)

d. DDI Project Change Request (PCR)

See **Table *41* - Design, Development, and Implementation (DDI) Requirements** that include, but is not limited to, the following:

Table 41 - Design, Development, and Implementation (DDI) Requirements

DDI Req ID	Design, Development, and Implementation (DDI) Requirements
DIS-THS-001	The Vendor and DSHS will commence discovery sessions on detailed requirements and design for the overall project. Refer to **Exhibit I - DSHS Health Registries Process Guide**.
DIS-THS-002	Engage with State-staff and other end-users through observation and design sessions to better understand workflows and opportunities to improve user experience. Refer to **Exhibit I - DSHS Health Registries Process Guide**.
DIS-THS-003	Maintain state-owned repository to reflect requirements, Test Cases and Acceptance Criteria detail.
IRS-THS-001	Provide integration and release support from Vendor Dev environment to DSHS Dev environment to DSHS Test environment and from DSHS Test environment to DSHS Production upon DSHS request. Refer to **Exhibit I - DSHS Health Registries Process Guide**.
IRS-THS-002	Provide to the state any scripts, support documentation, and release notes. Refer to **Exhibit I - DSHS Health Registries Process Guide**.
IRS-THS-003	Record all Integration and Release Support defects in State-approved defect tracking systems.
IRS-THS-004	Adhere to State-approved DSHS Test Management Plan**.** For a current example refer to **Exhibit I - DSHS Health Registries Process Guide**.
BTD-THS-001	Adhere to State software testing protocols, to ensure the delivery of high quality software. The testing protocol must include, but is not limited to, the following software test activities: a. Manual and automated unit testing to validate application code changes. b. Manual and automated application integration testing to validate code changes made by multiple developer teams, and/or multiple developers, to ensure no conflict with each other. c. Partner with DSHS to conduct manual and automated Systems Integration Testing (SIT) to validate integration between application and other supporting technologies. d. Automated integrated load and stress testing to validate the performance of the application. e. Automated build validation testing to confirm the integrity of application after each build. f. Manual and automated application regression testing to validate pre-existing functionality is not adversely impacted by code changes within a Development Cycle. g. Reporting on the outcomes of all types of testing activities. h. Provide analysis and code fix, if needed, to resolve any testing issues.

DDI Req ID	Design, Development, and Implementation (DDI) Requirements
	i. Assist in deploying fully tested software.
BTD-THS-002	Develop, enhance, and maintain automated build and deployment scripts for efficient software deployment and configuration. These automated build and deployment scripts must be environment agnostic.
BTD-THS-003	Establish and maintain a DEV environment that mirrors the Austin Data Center (ADC) State Dev environment. Refer to **Exhibit I - DSHS Health Registries Process Guide** for details.
BTD-THS-004	Participate in and assist DSHS with troubleshooting build and deployment issues.
BTD-THS-005	Adhering to the agreed upon project schedule, Vendor will provide Build, Test, and Deploy Services as requested by DSHS within State-approved timelines. Refer to **Attachment B3 - Key Performance Measures and Liquidated Damages.**
PCR-THS-001	Identify, track, and maintain maintenance Change Requests in State-approved tool and provide DSHS with up-to-date information on any impact to the application.
PCR-THS-002	Adhere to existing State-approved processes and procedures for triaging, escalating and implementing Project Change Requests.

2.5.5.3 Time and Materials (TAM) Subdomain

TAM deliverables are DSHS ad-hoc requests. The Vendor will provide TAM Not To Exceed Pricing for the TB/HIV/STD Registry including, but is not limited to the following:

1) TAM High Level Estimates (HLE)

2) TAM Software Development Services (SDS)

See **Table *42* - Time and Materials Requirements** that include, but is not limited to, the following:

Table 42 - Time and Materials Requirements

TAM Req ID	Time and Materials Requirements
HLE-THS-001	Vendor to submit High Level Estimate response for any DSHS non-project deliverable request within State-approved timelines.
HLE-THS-002	The TAM Services shall be Time and Materials Not to Exceed pricing based on DSHS agreed to Labor Rates.
SDS-THS-001	Adhering to the agreed upon HLE, Vendor to provide Software Development Services as requested by DSHS within State-approved timelines. Refer to **Attachment B3 - Key Performance Measures and Liquidated Damages.**

2.5.5.4 Detailed Registry Requirements (DRR) for TB/HIV/STD Registry Subdomain

The Vendor is responsible to maintain and keep current all Registry Requirements in the state-owned repository. During development of DDI, MNT and TAM efforts, the Vendor must ensure the state-owned repository is up to date for both common and detailed registry requirements. In the event backlogged requirements occur the vendor will coordinate with DSHS to determine priority and placement (DDI, MNT, and TAM) of the backlogged requirements. See **Table *43* - Detailed Registry RequirementsTable *13* - Design, Development, and Implementation (DDI) Requirements** that include, but is not limited to, the following:

Table 43 - Detailed Registry Requirements

DRR Req ID	Detailed Registry Requirements
DRR-THS-001	Refer to **Exhibit O - DSHS Health Registries Detailed Registry Requirements** for specific requirements for the TB/HIV/STD (THISIS) Registry.

2.6 GENERAL REQUIREMENTS

2.6.1 Deliverable Guideline Document (DGD)

Upon DSHS request, establish and clearly define the content and format for project deliverables, the Vendor must develop a Deliverable Guideline Document (DGD) for each deliverable identified by DSHS according to **Exhibit J - Health Registries Deliverables**. Upon acceptance by DSHS, the DGD will establish a common, agreed-upon understanding between DSHS and the Vendor regarding the purpose, scope, content, and timeline of the deliverables and to provide a process to verify deliverables meet agreed-upon standards. The complexity of the DGD shall be proportional to the complexity of the deliverables.

For each deliverable, a walk-through with DSHS may be required in advance of delivery. DSHS's review, acceptance and quality monitoring of deliverables will be in accordance with the DGD. The DGD for each project deliverable will include the following information, at a minimum:

1. The deliverable name number.

2. The deliverable name.

3. The deliverable purpose.

4. An outline / table of contents of the deliverable and a general description of the information will be contained in the deliverable.

5. Deliverable Acceptance Criteria which are consistent with the requirements of the Contract. Deliverable Acceptance Criteria will be initially developed by the Vendor and are subject to acceptance in writing by DSHS. If any of the Vendor's proposed criteria are unacceptable, DSHS, at its sole discretion, may set the acceptance criteria or require the Vendor to re-write and re-submit the DGD for submission to and approval by DSHS within ten (10) business days after written notification of DSHS's rejection of the criteria.

6. Deliverable acceptance processes, steps, and schedule.

2.6.1.1 Deliverables Delivery

Deliverables must be published in a manner facilitating visibility, collaboration, and ease of use. The Vendor must:

1. Make all deliverables available electronically.

2. Utilize the DSHS-provided solution to publish the documentation deliverables online (e.g., Microsoft SharePoint or other collaboration tool).

3. Utilize the DSHS-approved process for DSHS and the Vendor to propose changes to documentation deliverables throughout the life of the project.

2.6.1.2 Deliverables Acceptance Process

Deliverables will be provided to DSHS's Project Manager on the dates specified in the Vendor's State-approved Project Work Plan. DSHS may request the Vendor stagger the submission of deliverables to provide DSHS with adequate time to review and approve deliverables.

If any deliverable cannot be provided within the scheduled timeframe, the Vendor must contact the DSHS Project Manager, in writing, with a reason for the delay and the proposed revised schedule, which DSHS may accept or reject at its sole discretion.

As part of the deliverable acceptance process, DSHS requires a review period of at least ten (10) business days following receipt of DGDs and deliverables. If DSHS requires additional time for review of complex DGDs or deliverables, extended approval deadlines will be required and the Vendor will be notified.

DSHS shall notify the Vendor of deliverable approval or rejection, along with the reason(s) for rejection and the steps the Vendor must complete so the deliverable will be acceptable. The Vendor shall have five (5) business days, or as otherwise agreed in writing by DSHS, to correct the deliverable and resubmit the deliverable for DSHS review.

Any deliverable that is not explicitly accepted is rejected. In addition, DSHS approval of Vendor work products or processes will not relieve the Vendor of liability for errors and omissions in the work products or processes.

2.6.1.3 Post Implementation Support

Vendor must correct all software defects to meet the DSHS agreed upon software specifications. Vendor must include enhancements, maintenance, and releases of the software to DSHS at no additional charge during the Post Implementation Support (Warranty Period). All software corrections and software updates shall be tested according to the DSHS Software Development Life Cycle. Any post production defects found within the Warranty Period must be corrected at no additional cost to the State. Refer to **Exhibit I - DSHS Health Registries Process Guide** for the SDLC and Post Implementation Support details.

2.6.1.4 Deliverables Approval

Deliverables prepared by the Vendor will be subject to the review and written approval of DSHS according to the DSHS's internal process requirements and as per the DGD. Approval will be granted if DSHS determines the deliverable conforms to the requirements and the DGD.

2.6.2 Data Use Agreement

By entering into a Contract, or purchase order with the System Agency as a result of this Solicitation, Vendor agrees to be bound by the terms in **Exhibit D - HHSC Data Use Agreement (DUA)**.

2.6.3 No Guarantee of Volume, Usage or Compensation

The System Agency makes no guarantee of volume, usage, or total compensation to be paid to any Respondent under any awarded Contract, if any, resulting from this Solicitation. Any awarded Contract is subject to appropriations and the continuing availability of funds.

The System Agency reserves the right to cancel, make partial award, or decline to award a Contract under this Solicitation at any time at its sole discretion.

2.6.4 Vendor Performance Tracking System

The Vendor Performance Tracking System (VPTS) provides the state procurement community with a comprehensive tool for evaluating vendor performance to reduce risk in the contract awarding process.

The Comptroller is required to provide VPTS under Texas Government Code, § 2262.055, and 34 Texas Admin. Code § 20.509 and § 20.115. Gov't Code § 2155.089 requires agencies to report vendor performance for purchases over $25,000 from contracts administered by the CPA or any other purchase over $25,000 made through delegated authority granted by CPA. Agencies are also encouraged to report vendor performance on purchases under $25,000 and associated with purchase orders issued throughout the life of a contract, not just at its conclusion.

2.6.4.1 Purpose of VPTS

The purpose of the Vendor Performance Tracking System is to:

> Identify vendors that have exceptional performance
>
> Aid purchasers in making a best-value determination based on vendor past performance
>
> Protect the state from vendors with unethical business practices
>
> Provide performance grades (A-F) in five measurable categories for the CMBL vendors
>
> Track vendor performance for delegated and exempt purchases

2.6.4.2 Vendor Performance Report

After submission, the vendor has 30 calendar days to respond to the report if the vendor has received a score of less than a "C." Vendor responses are forwarded to the agency that initially

submitted the vendor performance report for review. The SPD will work with the agency and vendor to achieve resolution for concerns raised. Once resolved, vendor and agency comments are added to the report.

2.6.4.3 Protesting a Report Grade

Vendors may submit a protest for a grade BELOW a "C" and posted within the last ten (10) days. Protests for report grades posted more than ten (10) days prior to the submission of the protest will not be accepted. Protests for report grades of "A", "B", or "C" will not be accepted and cannot be protested.

To file a protest of a Vendor Performance Tracking System score, please go to https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/ and fill out the Vendor Protest Form and e-mail it to vendor.performance@cpa.texas.gov.

2.7 DSHS RESPONSIBILITIES

Under this procurement and the resulting contract, DSHS will provide the requirements and responsibilities presented in *Table 44 - DSHS Responsibilities.* The requirements include, but are not limited to, the following:

Table 44 - DSHS Responsibilities

Responsibility ID	DSHS Responsibilities
DSHS-RES-001	Assign approved Project Change Requests to releases.
DSHS-RES-002	Assign priorities to defect fixes in conjunction with business partners through a regular DSHS facilitated triage meeting. The triage establishes priorities to manage the confirmed production defects already logged.
DSHS-RES-003	Perform data preparation required for efficient software testing. The data preparation supports the following software QA activities: a. Systems Integration Testing b. Load and Stress Testing c. Build Validation Testing d. Regression Testing
DSHS-RES-004	Review and approve/reject all deliverables.
DSHS-RES-005	Perform Database Administration
DSHS-RES-006	DSHS Program Management and Application Development teams will: a. Facilitate Go/No-Go decisions during release readiness for all deliverables in each development cycle, emergency, and maintenance releases.

Responsibility ID	DSHS Responsibilities
	b. Facilitate any late inclusion of items with approvals during release readiness for all development cycles, emergency, and maintenance releases.
DSHS-RES-007	Provide support for the Vendor's staff when onsite for testing, troubleshooting, or demonstrating new releases including, but not limited to the following: a. Desktop and local network printers b. Desktop antivirus support and maintenance on DSHS-provided desktop systems c. Desktop break-fix services for Contractor staff who use State provided desktop systems d. Desktop support and maintenance of State software on State provided Contractor desktops e. Local Area Network (LAN) and Wide Area Network (WAN) support and maintenance f. Multi-function LAN-attached copier/scanner/fax machines support g. Voice/phone support and maintenance
DSHS-RES-008	Provide the appropriate licenses to allow Vendor personnel to report time on any DDI, MNT, and TAM projects.
DSHS-RES-009	DSHS program staff is TIER I support for the Health Registries. DSHS Application Development staff is TIER II support for the Health Registries. If TIER II support cannot resolve issue, DSHS will determine severity and priority of issue and report the issue for Vendor review and resolution.
DSHS-RES-010	DSHS IT Application Development will promote builds in the DSHS DEV, Test, and Production environments in the Austin Data Center (ADC) and San Angelo Data Center (SDC).
DSHS-RES-011	HHSC/DSHS Operations and Technology will: a. Maintain sufficient hardware technology for Health Registry application b. Maintain database technology to support the Health Registries c. Maintain backups of data d. Execute Disaster Recovery process when required
DSHS-RES-012	DSHS updates configuration management
DSHS-RES-013	DSHS responsible for updating Process Guide and informing vendor of business or technical process changes made in the Process Guide. The Process Guide provides business and technical standards, including but not limited to the following: a. Health Registries Business Process Standards

Responsibility ID	DSHS Responsibilities

	i. International Classification of Disease (ICD) Codes updates
	ii. Procedure Code updates
	iii. CDC updates
	DSHS Technical Standards
	   i. Change Management Process
	   ii. Testing Process
	Refer to **Exhibit I - DSHS Health Registries Process Guide.**

ARTICLE III. ADMINISTRATIVE INFORMATION

3.1   SCHEDULE OF EVENTS

Table 45 - Schedule of Events

EVENT	DATE/TIME
Solicitation Release Date	7/2/2018
Deadline for Submitting Questions	7/6/2018 @ **12:00 PM** Central Time
Deadline for submission of Solicitation Responses [NOTE: Responses must be <u>RECEIVED</u> by DSHS by the deadline.]	7/16/2018 AT **2:00 PM** Central Time
Evaluation Period	7/16/2018 - 7/17/2018
Anticipated Contract Start Date	9/1/2018

NOTE: These dates are a tentative schedule of events. The System Agency reserves the right to modify these dates at any time upon notice posted to the Electronic State Business Daily (ESBD). Any dates listed after the Solicitation Response deadline will occur at the discretion of the System Agency and may occur earlier or later than scheduled without notification on the ESBD.

3.2   CHANGES, AMENDMENT OR MODIFICATION TO SOLICITATION

The System Agency reserves the right to change, amend or modify any provision of this Solicitation, or to withdraw this Solicitation at any time prior to award if it is in the best interest of the System Agency. Any such revisions will be posted such on the ESBD. It is the responsibility of Respondent to periodically check the ESBD to ensure full compliance with the requirements of this Solicitation.

3.3   IRREGULARITIES

Any irregularities or lack of clarity in this Solicitation should be brought to the attention of the Point of Contact listed in Section 3.5.1 as soon as possible so corrective addenda may be furnished to prospective Vendors.

3.4   INFORMALITIES

The System Agency reserves the right to waive minor informalities in a Solicitation Response if it is in the best interest of the System Agency. A "minor informality" is an omission or error that, in the System Agency's determination if waived or modified when evaluating Solicitation Responses, would not give a Vendor an unfair advantage over other Vendors or result in a material change in the Solicitation Response or Solicitation requirements.

3.5   INQUIRIES

3.5.1   Point of Contact

All requests, questions or other communication about this Solicitation shall be made in writing to the System Agency's Purchasing Department, addressed to the person listed below. All communications between Vendors and other System Agency staff members concerning the Solicitation are strictly prohibited. **Failure to comply with these requirements may result in disqualification of Respondent's Solicitation Response.**

> Mark Cooper
> Procurement and Contracting Services (PCS)
> Texas Health and Human Services Commission
> 1100 W 49th St
> Mail Code: 2020
> Austin, TX 78756
> Phone: 512-406-2410
> Email: Mark.Cooper@hhsc.state.tx.us

3.5.2   Prohibited Communication

On issuance of this Solicitation, except for the written inquiries described in Section 3.5.4 and 3.5.5 below, the System Agency, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this Solicitation with any potential Respondent or their representative(s). Attempts to ask questions by phone or in person will not be allowed or recognized as valid. Respondent shall rely only on written statements issued by or through the System Agency's designated staff as provided by this Section. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation. **Failure to comply with these requirements may result in disqualification of Respondent's Solicitation Response.**

3.5.3   Exception to Single Point of Contact

The only exception to the single point of contact is the HUB Coordinator. Should Vendors have questions regarding proper completion of the HUB Subcontracting Plan, the HUB coordinator may be contacted at cheryl.bradley@hhsc.state.tx.us with a copy to the purchaser listed above.

3.5.4   Questions

The System Agency will allow written questions and requests for clarification of this Solicitation. Questions must be submitted in writing and sent by U.S. First class mail or email to the Point of Contact listed in section 3.5.1 above. Vendors' names will be removed from questions in any responses released. Questions shall be submitted in the following format. Submissions that deviate from this format may not be accepted:

1. Identifying Solicitation number

2. Section Number

3. Paragraph Number

4. Page Number

5. Text of passage being questioned

6. Question

NOTE: Questions or other written requests for clarification must be received by the Point of Contact by the deadline set forth in Section 3.5.1 above. However, the System Agency, at its sole discretion, may respond to questions or other written requests received after the deadline. Please provide company name, address, phone number; fax number, e-mail address, and name of contact person when submitting questions.

3.5.5 Clarification

Vendors must notify the Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specifications, omissions, or other error in the Solicitation in the manner and by the deadline for submitting questions in section 3.1. If a Vendor fails to properly and timely notify the Point of Contact of such issues, the Vendor submits its Solicitation at its own risk, and if awarded a Contract: (1) shall have waived any claim of error or ambiguity in the Solicitation and any resulting Contract, (2) shall not contest the interpretation by any HHSC of such provision(s), and (3) shall not be entitled to additional compensation, relief, or time by reason of ambiguity, error, or later correction.

3.5.6 Responses

Responses to questions or other written requests for clarification may be posted on the ESBD. The System Agency reserves the right to amend answers prior to the deadline for submission of Solicitation Responses. Amended answers may be posted on the ESBD. It is Vendor's responsibility to check the ESBD. The System Agency also reserves the right to decline to answer any question or questions or to provide a single consolidated response of all questions they choose to answer in any manner at the System Agencies sole discretion.

3.6 PROCUREMENT LIBRARY

DSHS will maintain a Procurement Library for this RFO containing certain reference information related to the procurement. The Procurement Library is only available and applicable to Vendors after the final RFO is available for public viewing and bidding. DSHS will update, add, or remove documents in the Procurement Library as needed. The Procurement Library will include a change log for the library. Potential Vendors must submit a request for access to the Procurement Library.

Access to the Procurement Library will require the following:

1. The Vendor must create an Office 365 email address using the following link:
   https://login.microsoftonline.com/login.srf

2. The Vendor must sign a Nondisclosure Agreement (NDA) using their Office 365 email address. Link to the secure NDA is:
   https://na2.docusign.net/member/PowerFormSigning.aspx?PowerFormId=faa13a72-c56d-4996-a812-9857722f59a0

3. Upon receipt of the electronic submission of a signed NDA, respondents will receive a link to access the Procurement Library for this RFO.

NOTE: Hard Copies of the NDA will not be provided. The only way for Vendors to access the Procurement Library is to follow the instructions above. Samples of incumbent service provider deliverables are provided for background information only. They are not illustrative of the deliverable requirements for the RFO. This RFO document is the only authoritative source for deliverable requirements.

3.7 SOLICITATION RESPONSE COMPOSITION

3.7.1 General

The Vendor proposal must address all the seven (7) subdomains listed in the RFO. The Vendor proposals must be in separate parts with the associated attachments:

1. **Part 1 Business and Technical Proposal**

   a. Attachment B1 - Deliverables Checklist
   b. Attachment B3 - Key Performance Measures and Liquidated Damages
   c. Attachment B4 - Vendor Project Organizational Chart and Project Personnel
   d. Attachment B5 - Health Registries Requirements Checklist

2. **Part 2 Required Vendor Information**

   a. Attachment B2 - Past Performance Template

3. **Part 3 Cost Proposal**

   a. Attachment A1 - Pricing Workbook
   b. Attachment A2 - Financial Requirements Checklist

Vendor shall submit:

1. One (1) hardcopy of a document containing the following: Business Proposal, Technical Proposal, and Required Vendor Information (as outlined in Article V). All marked as "**Original**" and signed in ink, by an authorized representative.

2. Separate One (1) hardcopy of the Cost Proposal for seven (7) service subdomains, separated by service marked "**Original**" and signed in ink, by an authorized representative.

3. One (1) hardcopy of the HUB Subcontracting Plan marked "**Original**" and signed in ink, by an authorized representative.

4. Five (5) hardcopies of the following:

   a. Business Proposal, Technical Proposal, and Required Vendor Information marked "**Copy**"
   b. Cost Proposal marked "**Copy**".

5. Five (5) electronic copies of the complete version of document containing the following: **Business and Technical Proposal**, and **Required Vendor Information** in a searchable **portable document format (PDF)** on five (5) separate USB flash drives.

6. Five (5) electronic copies of the **Cost Proposal** in a **searchable portable document format (PDF)** and Excel (xls) for the Pricing Workbook on five (5) separate USB flash drives.

7. Five (5) electronic copies of complete version of document containing the following: Business and Technical Proposal, and Required Vendor Information in searchable **Microsoft Word 2013 (docx)** on five (5) separate USB flash drives.

8. One (1) electronic copy of the HUB Subcontracting Plan on portable media, such as a flash drive, in searchable Microsoft Word 2013 (docx).

NOTE: Vendors must submit "searchable" PDF and Microsoft Word files. Submitting non-searchable PDF and Microsoft Word files will be deemed non-compliant. Full or partial text documents converted to non-searchable images is prohibited.

Original proposals must be clearly marked. Any disparities between the contents of the original hardcopy proposals and the electronic proposals will be interpreted in favor of DSHS.

The original hard copies and all copies must include all required attachments, checklists, and other documents. Failure to submit all required documents in the required format(s) may result in disqualification of the RFO response without further consideration. A Vendor shall prepare a RFO Response clearly and concisely representing the Vendor's qualifications and capabilities under this RFO. Expensive bindings, colored displays, and promotional materials, are not necessary or desired. The Vendor should follow the instructions and requirements of the RFO. DSHS, in its sole discretion, may reject any and all proposals thereof.

3.7.2   Submission in Separate Parts

1. RFO Responses must be submitted in separate parts in accordance with the following:

   a. Business and Technical Proposal
   b. Required Vendor Information
   c. Cost Proposal
   d. HUB Subcontracting Plan

2. Paper documents (i.e. the original and each hard copy) must be separated by binding or separate packaging

3. Electronic submissions must be separated by electronic medium used for submission (i.e. flash drive)

4. The entire RFO Response, including all separated paper documents and electronic copies must then be submitted in one package to DSHS at the address listed in section 3.8.3.

3.7.3   Page Limit and Supporting Documentation

The Business/Technical Proposal should not exceed 200 pages in length, not including appendices, attachments or résumés, and should be formatted as follows: 8 ½" x 11" paper, 12 pitch font size, and single-sided. All diagrams, charts, flow charts and workflows can be formatted using eight (8) point font size. If complete Solicitation responses are provided without referencing supporting documentation, such documentation must be provided with the Solicitation Response, with specific reference made to the tab, page, section, and/or paragraph where the supporting information can be found. The electronic copy must be organized with a file format corresponding with the checklist provided in this RFO.

3.7.4 Discrepancies

Discrepancies or disparities between the contents of original Solicitation Responses and copies will be interpreted in favor of the System Agency. If Vendor fails to designate an "ORIGINAL," the System Agency may reject the Solicitation Response or select a copy to be used as the original.

3.7.5 Exceptions

DSHS will more favorably evaluate responses that offer no or few exceptions, reservations, or limitations to the terms and conditions of the Solicitation. . Refer to **Exhibit C2 - Uniform Terms and Conditions**.

Vendors are highly encouraged, in lieu of including exceptions in their Solicitation Responses, to address all issues that might be advanced by way of exception by submitting such issues pursuant to Section 3.5.4. Any exception included in a Solicitation Response may result in a Respondent not being awarded a Contract. If a Respondent includes exceptions in its Solicitation Response, Respondent is required to use the Exceptions Form included as **Exhibit B - Exceptions and Assumptions Form** to this Solicitation and provide all information requested on the form (Solicitation Section Number, Solicitation Section Title, Language to which Exception is Taken, Proposed Language, and Statement as to whether or not, by indicating only "yes" or "no," Respondent still wants to be considered for a Contract award if the exception is denied). Any exception that does not provide all required information without qualification in the format set forth in **Exhibit B - Exceptions and Assumptions Form** may be rejected without consideration.

No exception, nor any other term, condition, or provision in a Solicitation response that differs, varies from or contradicts this solicitation will be considered to be part of any Contract resulting from this Solicitation unless expressly made a part of the Contract in writing by the System Agency.

A Solicitation Response should be responsive to the Solicitation as worded, not with any assumption that any or all terms, conditions, or provisions of the Solicitation will be negotiated. Furthermore, all Solicitation Responses constitute binding offers. **Any Solicitation Response to this Solicitation that includes any type of disclaimer or other statement indicating that the response does not constitute a binding offer may be disqualified.**

3.7.6 Assumptions

The Vendor must identify on the assumptions form (**Exhibit B - Exceptions and Assumptions Form**) any business technical, financial, legal, programmatic, or practical assumptions that underlie the Vendor's response to the Solicitation. DSHS reserves the right to accept or reject any assumptions. Any assumptions not provided in **Exhibit B - Exceptions and Assumptions Form** will be rejected without consideration.

3.8 SOLICITATION RESPONSE SUBMISSION AND DELIVERY

3.8.1 Deadline

Solicitation Responses must be received at the address in Section 3.8.3 time-stamped by the System Agency no later than the date and time specified in Section 3.1

3.8.2 Labeling

Solicitation Responses shall be placed in a sealed box and clearly labeled as follows:

Table 46 - Responses Labeling Requirements

Responses Labeling Requirements	
RFO NO:	HHS0001166
RFO NAME:	Health Registry Software Development and Maintenance
RFO RESPONSE DEADLINE:	TBD Date, TBD Time

DSHS will not be held responsible for any Solicitation response mishandled prior to receipt by DSHS. It is the Vendor's responsibility to appropriately mark and deliver the Solicitation Response to DSHS by the specified date and time.

3.8.3   Delivery

Vendor must deliver Solicitation Responses by one of the methods below. Solicitation Responses submitted by any other method (e.g. facsimile, telephone, email) will NOT be considered.

Table 47 - Address for Delivery of Proposal

U.S. Postal Service	Overnight/Express Mail	Hand Delivery
Mark Cooper Attn: Bid Room HHS Procurement and Contracting Services Texas Health & Human Services Commission 1100 W 49th Street MC 2020 Austin, TX 78756	Mark Cooper Attn: Bid Room HHS Procurement and Contracting Services Texas Health & Human Services Commission 1100 W 49th Street MC 2020 Austin, TX 78756	Mark Cooper Attn: Bid Room HHS Procurement and Contracting Services Texas Health & Human Services Commission 1100 W 49th Street MC 2020 Austin, TX 78756

NOTE: All Solicitation Responses become the property of DSHS after submission and will not be returned to Respondent.

3.8.4   Alterations, Modifications, and Withdrawals

Prior to the Solicitation Response submission deadline, a Respondent may: (1) withdraw its Solicitation Response by submitting a written request to the Point of Contact identified in Section 3.5.1; or (2) modify its Solicitation Response by submitting a written amendment to the Point of Contact identified in Section 3.5.1. The System Agency may request Solicitation Response Modifications at any time.

3.9   GENERAL OFFER TERMS

3.9.1   Amendment

DSHS reserves the right to alter, amend or modify any provision of this Solicitation, or to withdraw this Solicitation, at any time prior to award, if it is in the best interest of the State.

3.9.2   Cost Incurred

Vendors understand issuance of this RFO in no way constitutes a commitment by DSHS to award a Contract or to pay any costs incurred by a Vendor in the preparation of a response to this RFO. DSHS is not liable for any costs incurred by a Vendor prior to issuance of or entering into a formal

agreement, contract, or purchase order. Costs of developing proposals, preparing for, or participating in oral presentations and site visits, or any other similar expenses incurred by a Vendor are entirely the responsibility of the Vendor, and will not be reimbursed in any manner by the State of Texas.

3.9.3   Offer Period

Solicitation Responses shall be binding for a period of 365 calendar days after the due date for submission of Solicitation Responses. Each Vendor may extend the time for which its Solicitation Response will be honored. Upon Contract execution, prices agreed upon by the Vendor(s) are irrevocable for the term of the Contract and any Contract renewals or extension(s). No other costs, rates, or fees shall be payable to the Vendor unless expressly agreed upon in writing by DSHS.

3.9.4   Contract Responsibility

DSHS will look solely to the Vendor for the full performance of all contractual obligations resulting from an award based on this Solicitation. The Vendor shall not be relieved of its obligations for any nonperformance by its subcontractors.

3.9.5   Contract Award Terms and Execution

DSHS intends to award one (1) or more Contracts as a result of this Solicitation. Any award is contingent upon approval of the DSHS Executive Commissioner or designee.

If, for any reason, a final Contract cannot be negotiated with a Vendor selected for award within ninety (90) calendar days of determining the Vendors within the competitive range, DSHS reserves the right to negotiate a contract with the next highest scoring Vendor or may withdraw, modify, or partially award this Solicitation.

3.9.6   Contract Term and Optional Extension(s)

DSHS anticipates the initial duration of any Contract resulting from this Solicitation shall be for a period of three (3) years. DSHS, at its sole option, may extend any Contract awarded pursuant to this Solicitation for up to two (2) additional one (1) year periods: Extension Period one (1) and Extension Period two (2). Any extension of the Contract must be in writing and approved by the DSHS Executive Commissioner or designee.

Following the base term and any allowable extensions as described above, DSHS may extend any resulting Contract for the purpose of completing a new procurement, and/or transitioning to a new Vendor if necessary to avoid interruption in DSHS services.

3.9.7   Protest

If a Vendor wishes to file a protest they may do so in accordance with the rules published by HHSC in the Texas Administrative Code, Title 1, §§391.401 - 391.409.

ARTICLE IV. SOLICITATION RESPONSE EVALUATION AND AWARD PROCESS

4.1   EVALUATION CRITERIA

4.1.1   Conformance with State Law

Solicitation responses shall be evaluated in accordance with §2155.144 and §2157.003 of the Texas Government Code. DSHS shall not be obligated to accept the lowest priced Solicitation response, but shall make an award to the Vendor providing the best value to the State of Texas.

DSHS discourages Vendors from proposing prices and timelines for Health Registry Software Development and Maintenance RFO that cannot reasonably be achieved with the intention of making up the difference via the Change Management Process and various other business processes. The Proposal Evaluation Team will determine if the Cost proposal is commensurate with the Business Proposal and the Technical Proposal based on pre-defined evaluation criteria.

4.1.2   Minimum Qualifications

The Vendor must meet the minimum qualifications listed below. Furthermore, Solicitation responses appearing unrealistic in terms of technical commitment, showing a lack of technical competence, or indicating a failure to comprehend the risk and complexity of a potential Contract may be rejected, in the sole discretion of DSHS.

1. The Vendor must have a minimum of three (3) references from projects performed using the Maven software product within the last five (5) years demonstrating the Vendor's ability to perform the SOW described in the RFO.

2. The Vendor must have minimum of five (5) years of experience working with the Maven software product similar to the magnitude and complexity of DSHS Health Registries.

3. The Vendor must supply evidence of financial information in accordance to Article VII (section 7.3.6). If any of these elements are not available, the Vendor shall provide a statement as part of this response explaining why the element is not available and alternative evidence of financial stability and solvency. DSHS, in its sole discretion, shall determine the adequacy of any information provided. DSHS reserves the right to request additional financial information at any point during the procurement, as it deems necessary, to evaluate the Vendor and/or the Vendor's parent or subcontractors, and by submission of a Response, Vendor agrees to provide same.

4. Certified or Authorized resellers of Maven products must provide a current copy of certification or authorization with the proposal.

5. The Vendor must be authorized to currently do business in the State of Texas as evidenced by Certificate of Authority from the Secretary of State to do business in Texas.

4.1.3 Specific Criteria

Solicitation Responses shall be consistently evaluated and scored in accordance with the specific criteria presented in this section. The following URL: http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2155.htm obligates DSHS to purchase goods and services on the basis of best value.

DSHS will evaluate proposals based on the following criteria for automated information systems or services purchases, listed in order of priority Solicitation Responses shall be consistently evaluated and scored in accordance with the following criteria. The criteria and weight to be used in determining the best value for the State of Texas for the DSHS Health Registries Development and Maintenance Services is as follows:

1. Vendor capabilities and performance 30%: The Vendor's corporate background as it relates to similar DSHS Health Registries technical, and maintenance support service projects for IT in a State, Federal, or corporate environment, with experience demonstrating comparable size, complexity, and industry. Preference will be given to Vendors with Maven Systems experience in a State/Federal setting.

2. Business Technical 20%: The Vendor's business technical approach to meeting the requirements for the seven (7) subdomains, the Vendor's System Development Life Cycle (SDLC) approach, the Vendor's proposed Transition Project Work Plan, Project Management Plan and Vendors experience with Maven products.

3. Cost 50%: The reasonableness of Vendor's proposed pricing.

4.1.4 Other Information

DSHS may contact references provided in response to this Solicitation, contact Respondent's clients, or solicit information from any available source. DSHS shall solicit information from the Comptroller's Vendor Performance Tracking System for past performance as noted in Section 2.6.4.

4.2 INITIAL COMPLIANCE SCREENING

The System Agency will perform an initial screening of all Solicitation Responses received. Unsigned Solicitation Responses, and Solicitation Responses that do not meet Section 4.1.2 above and/or do not include all required forms and information may be subject to rejection without further evaluation.

4.3 COMPETITIVE RANGE AND BEST AND FINAL OFFER

The System Agency may determine that certain Solicitation Responses are within the competitive range, and may use this range to award multiple Contracts or as a basis to request a Best and Final Offer ("BAFO") from Vendors. If the System Agency elects to limit award consideration to a competitive range, the competitive range will consist of the Solicitation Responses that receive the highest or most satisfactory ratings, based on the published evaluation criteria and procedures governing this procurement. The System Agency, in the interest of administrative efficiency, may place reasonable limits on the number of Solicitation Responses that will be included in the competitive range.

The System Agency may, at its discretion request that any or all Vendors provide a BAFO. A request for a BAFO from a System Agency does not guarantee an award or further negotiations.

4.4 ORAL PRESENTATIONS AND SITE VISITS

The System Agency may require an oral presentation from any or all Vendors. Information from oral presentations may be used as part or in whole as justification for contract award. Vendors will be provided with advance notice of any such oral presentation and are responsible for their own presentation equipment. Failure to participate in the requested presentation may eliminate a Respondent from further consideration. The System Agency is not responsible for any costs incurred by the Respondent in preparation for any oral presentation.

The System Agency may require site visits from any or all Vendors. The System Agency will notify selected Vendors of the time and location of site visits. Failure to permit or participate in the requested site visit may eliminate a Respondent from further consideration. The System Agency is not responsible for any costs incurred by the Respondent in preparation for any site visit.

4.5 QUESTIONS OR REQUESTS FOR CLARIFICATION BY DSHS

The System Agency reserves the right to ask questions or request clarification from any Respondent at any time during the Solicitation process, including during Oral Presentations, Site Visits, or during the BAFO process.

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ARTICLE V. BUSINESS/TECHNICAL PROPOSAL

RFO Responses will describe, in full, the intended approach to meeting the requirements of the RFO. Vendors are encouraged to succinctly respond to the RFO through an economical use of language. Marketing puffery, purely promotional statements, and other non-substantive statements will not be considered. Excessive use of such items may be construed as a lack of understanding of the needs of DSHS and the requirements contained in the RFO. Vendors must realize failure to provide the services specifically required may result in disqualification. The Business Proposal must describe the Vendor's proposed processes, practices, and methodologies for providing all components of the SOW described in Article II of this RFO, and the financial approach (Article VIII of this RFO).

The Vendor must complete **Exhibit B - Exceptions and Assumptions Form** for any Business and Technical Proposal assumptions and exceptions.

The Business and Technical Proposal must include the following sections:

1. Section 1 – Transmittal Letter
2. Section 2 – Executive Summary
3. Section 3 – Vendor Project Organization Chart
4. Section 4 – Subdomain Approach
5. Section 5 – Transition Domain
6. Section 6 – Appendices for Business and Technical Proposal

5.1 TRANSMITTAL LETTER

The Vendor will provide a transmittal letter, signed by an individual authorized to legally bind the Vendor to the terms and conditions of this RFO and identifying the individuals authorized to negotiate on behalf of the Vendor. This letter will also include contact information for these individual(s).

5.2 EXECUTIVE SUMMARY

The Vendor must provide an Executive Summary of the proposal (excluding cost information) asserting Vendor's approach to meeting the RFO's requirements. The summary must demonstrate an understanding of DSHS's requirements for this procurement. The Executive Summary must not exceed five pages and must represent a full and concise summary of the contents of the proposal.

5.3 VENDOR PROJECT ORGANIZATION CHART

The Vendor must provide a project organization chart that includes the proposed project personnel, associated team roles, and the requisite skill for each role. Complete **Attachment B4 - Vendor Project Organizational Chart and Project Personnel**. In addition, the Vendor must provide a high-level narrative description of the project team organization, individual teams, and project roles.

5.4　DOMAIN APPROACH

Provide a narrative explaining in full the intended approach to meeting the requirements of all five (5) Registry domains of the RFO. Merely referencing the Health Registries Requirements, repeating a requirement statement, or stating the Vendor agrees to provide the required service or deliverable does not demonstrate that the Vendor understands the requirement and offers an acceptable proposal; this may result in a less favorable evaluation.

5.5　SUBDOMAIN APPROACH

Provide a narrative explaining in full the intended approach to meeting the requirements of all seven (7) Registry subdomains of the RFO. The seven (7) Registry subdomains can be determined by adding the subdomains within the Common Across all Registries (see Section 2.3) with the respective registry domain's subdomains. Merely referencing the Health Registries Requirements, repeating a requirement statement, or stating the Vendor agrees to provide the required service or deliverable does not demonstrate that the Vendor understands the requirement and offers an acceptable proposal; this may result in a less favorable evaluation.

5.6　APPENDICES FOR BUSINESS / TECHNICAL PROPOSAL

Include the following appendices to the Business / Technical Proposal:

1. The Vendor will include the following completed attachments in this section of the Business and Technical Proposal.

    a. Attachment B1 - Deliverables Checklist

    b. Attachment B2 - Past Performance Template

    c. Attachment B3 - Key Performance Measures and Liquidated Damages

    d. Attachment B4 - Vendor Project Organizational Chart and Project Personnel

    e. Attachment B5 - Health Registries Requirements Checklist

2. Initial versions of the Vendor's proposed Transition Project Work Plan and Project Management Plan, as described under each Health Registry Domain in the Project Management Services (PMS) subdomain.

ARTICLE VI. REQUIRED RESPONDENT INFORMATION

6.1 COMPANY INFORMATION

The Vendor must provide evidence of its ability to provide the services described in this Solicitation. As a part of the Solicitation response requested in Article IV, the Vendor must provide the required Vendor information requested in this section.

6.1.1 Company Narrative

Provide a detailed narrative explaining why the Vendor is qualified to provide the services enumerated in Article II, focusing on the Vendor's key strengths and competitive advantages without any marketing material.

6.1.2 Company Profile

Provide a company profile to include:

1. The company ownership structure (corporation, partnership, LLC, or sole proprietorship), including any wholly-owned subsidiaries, affiliated companies, or joint ventures. (*Please provide this information in a narrative and as a graphical representation*) If Respondent is an Affiliate of, or has a joint venture or strategic alliance with, another company, Respondent must identify the percentage of ownership and the percentage of the parent's ownership. The entity performing the majority of the Work under a Contract, throughout the duration of the Contract, must be the primary bidder. Finally, please provide your proposed operating structure for the services requested under this Solicitation and which entities (i.e. parent company, Affiliate, Joint Venture, subcontractor) will be performing them

2. The year the company was founded and/or incorporated. If incorporated, please indicate the state where the company is incorporated and the date of incorporation;

3. The location of company headquarters and any field office(s) that may provide services for any resulting Contract under this Solicitation;

4. The number of employees in the company, both locally and nationally, and the location(s) from which employees will be assigned;

5. The name, address, and telephone number of Respondent's point of contact for any resulting Contract under this Solicitation; and

6. Indicate whether the company has ever been engaged under a contract by any Texas state agency. If "Yes," specify when, for what duties, and for which agency.

NOTE: If Respondent is an out-of-state company, a Certificate of Authority from the Secretary of State to do business in Texas must be provided as well.

6.2 REFERENCES

1. The Vendor shall provide a minimum of three (3) clients or customer references from similar contracts and or projects performed, preferably for federal, State and/or local

government, within the last five (5) years. The Vendor must provide the following information for each project and or contract reference:

    a. Project and or contract name

    b. Name and address of client

    c. Name and phone number of client contact (contract or project manager)

    d. Email address for client contact

    e. Contract start date and duration

    f. Type and total cost of project and or contract

    g. Brief description of project and or contract

    h. Role of the Vendor on the project and or contract

    i. SDLC Methodologies on the project and or contract

    j. Number of Vendor staff by position participating in project and or contract

    k. Personnel assigned to the reference project that are proposed for a role under this Solicitation

    l. Outcome of the project and or contract

    m. Relationship of the project and or contract to the five (5) Registry Domains and seven (7) subdomains under this Solicitation

       i. The Vendor and/or its subcontractor(s) has successfully performed design, development, and implementation of Maven products.

       ii. The Vendor and/or its subcontractor(s) has successfully operated and maintained a complete system of similar complexity and with a similar SOW as is included in this RFO.

       iii. The Vendor and/or its subcontractor(s) has been responsible for providing services largely meeting the requirements of the complete and varied SOW described in this RFO.

       iv. The Vendor and/or its subcontractor(s) has successfully used PMI SDLC methodology for a minimum of two (2) years successfully maintaining Maven products while running multiple teams simultaneously.

2. DSHS will have the right to contact any Vendor references and discuss the client's level of satisfaction with the Vendor and the Vendor's products or services.

3. For each project reference, the Vendor must complete a Past Performance Template, see **Attachment B2 - Past Performance Template**.

4. No references from current or former employees of the Vendor or its subcontractors will be accepted.

5. Failure to include acceptable project references may result in disqualification of the RFO response without further consideration.

6.3 MAJOR SUBCONTRACTOR INFORMATION

1. The Vendor must identify any major subcontractors whom the Vendor intends to utilize in performing fifteen percent (15%) or more of the total Contract value.

2. If the Vendor proposes to use any major subcontractor(s), the Vendor must describe any existing or ongoing relationships with the subcontractor(s), including project descriptions.

3. The Vendor must also include a description of corporate background and experience for major subcontractor(s).

4. The Vendor must indicate whether or not the Vendor holds any financial interest in any major subcontractor. It may be required as a condition of award an authorized officer or agent of each proposed major subcontractor sign a statement to the effect that the subcontractor has read, and will agree to abide by, Vendor's obligations under any Contract awarded pursuant to this RFO.

6.4 LITIGATION AND CONTRACT HISTORY

The Vendor must include in its Solicitation response a complete disclosure of any alleged or significant contractual failures, see **Exhibit A3 - Vendor Information and Disclosures**. In addition, the Vendor must disclose any civil or criminal litigation, commercial arbitration, administrative action or investigation over the last five (5) years that involves the Vendor or in which the Vendor has been judged guilty or liable including any allegations of such that are currently pending.

The Vendor must also disclose any settlement agreements entered into in the last five (5) years related to alleged contractual failures of any type. Failure to comply with the terms of this provision may disqualify the Vendor. Solicitation response may be rejected based upon Vendor's prior history with the State of Texas or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations.

6.5 CONFLICTS

The Vendor must certify it does not have any personal or business interests that present a conflict of interest with respect to the Contract, see **Exhibit A3 - Vendor Information and Disclosures**. Additionally, if applicable, the Vendor must disclose all potential conflicts of interest. The Vendor must describe the measures taken to ensure there will be no actual conflict of interest and fairness, independence and objectivity will be maintained. DSHS will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the Contract. Failure to identify actual and potential conflicts of interest may result in disqualification of a Solicitation Response or termination of a Contract.

Include activities of affiliated or parent organizations and individuals who may be assigned to this Contract, if any.

Additionally, pursuant to Section 2252.908 of the Texas Government Code, a successful Vendor awarded a Contract greater than $1 million dollars, or that requires an action or vote of the

governing body, must submit a disclosure of interested parties to DSHS at the time the business entity submits the signed Contract. Rules and filing instructions may be found on the Texas Ethics Commission's public website and additional instructions will be given by DSHS to successful Vendors.

6.6   AFFIRMATIONS AND CERTIFICATIONS

The Vendor must complete and return all of the following listed forms:

1. Affirmations and Solicitation Acceptance (Exhibit A)

2. General Affirmations (Exhibit A1)

3. Non-Construction Federal Assurances and Lobbying Certification (Exhibit A2)

4. Vendor Information Disclosures (Exhibit A3)

5. Exceptions and Assumptions Form (Exhibit B)

6. Security and Privacy Initial Inquiry (SPI) (Exhibit E)

7. HUB Participation Requirement (Exhibit F)

6.7   OTHER REPORTS

6.7.1   Dun and Bradstreet Report

Vendors with a Dun and Bradstreet number must include a Comprehensive Insight Plus Report, Business Information Report or Credit eValuator Report with their Solicitation Response.

6.7.2   Financial Capacity and Annual Report Information

Respondent shall submit an annual report, which must include:

1. Last three (3) years of audited financial statements;

2. If applicable, last two (2) years of consolidated statements for any holding companies or affiliates;

3. An un-audited financial statement of the most recent quarter of operation; and

4. A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this Contract.

If Respondent is unable to provide the annual report specified above, Respondent may, at the discretion of the System Agency, provide the following annual report:

1. Last five (5) years unaudited financial statements or a balance sheet statement of financial position;

2. An un-audited financial statement of the most recent quarter of operation; and

3. A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this Contract.

6.8 CORPORATE GUARANTEE

If the respondent is substantially owned or controlled, in whole or in part, by one or more other legal entities, the respondent must submit the information required under the "Financial Capacity" section above for each such entity, including the most recent financial statement for each such entity. The respondent must also include a statement that the entity or entities will unconditionally guarantee performance by the respondent of each and every obligation, warranty, covenant, term and condition of the Contract. If DSHS determines that an entity does not have sufficient financial resources to guarantee the respondent's performance, DSHS may require the Vendor to obtain another acceptable financial instrument or resource from such entity, or to obtain an acceptable guarantee from another entity with sufficient financial resources to guarantee performance.

6.9 HUB SUBCONTRACTING PLAN

Submit one (1) copy of the HUB Subcontracting Plan (HSP), in accordance with the RFO, in a separate sealed envelope, with the RFO submission, labeled: HUB Subcontracting Plan (HSP), and include all supporting documentation in accordance with **Exhibit F** and the HSP. In addition submit one (1) electronic copy of the HSP on a portable media, such as a flash drive, compatible with Microsoft Office 2000.

6.10 TERMS AND CONDITIONS ATTACHED TO RESPONSE

Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.

ARTICLE VII. COST PROPOSAL

7.1 COST PROPOSAL

Cost Proposal information must not be included with the Vendor's Business and Technical proposals. The Vendor must not disclose its Cost Proposal or other pricing information in the body of the business and technical proposals. Including cost or price information in the business and technical proposals may be cause for proposal disqualification.

The Vendor will provide a Pricing Workbook (Attachment A-1) as described below and further specified in the Pricing Workbook instructions.

All Vendors must submit a comprehensive and complete Cost Proposal that meets all the requirements specified within this RFO. The complete Cost Proposal must contain the following sections:

Section 1 - Cover Letter

Section 2 - Cost Proposal Assumptions (Exhibit B - Exceptions and Assumptions Form)

Section 3 - Response to Requirements

Section 4 - Pricing Workbook

Section 5 - Financial Statements

Section 6 - Financial Security Requirements

Section 7 - Federal Disclosure Statement

The Cost Proposal must be fully responsive to the requirements in Article II Specifications and Article VIII – Financial Approach.

NOTE: Vendors must base their Cost Proposal on the Specifications stated in this RFO. A Vendor must submit a single proposal with pricing for all of the registry domains that may include in-flight project(s) which carry over from August 31st 2018 to September 1st 2018 (crosses the State Fiscal Year.)

1. In-flight project deliverable based price approach for the three (3) Domains:
   a. EMS/Trauma Registry (EMSTR)
   b. Texas Healthcare Safety Network (TxHSN)
   c. TB/HIV/STD (THISIS)

2. Vendor coordination of in-flight projects will be based upon *Table 2 - Transition Services Requirements*

3. Fixed Staffing Services (FSS) refer to Section 2.3.4 for the five (5) Domains:
   a. EMS/Trauma Registry (EMSTR)
   b. Birth Defect Registry (BDR)

     c.   Blood Lead Registry (BLR)

     d.   Texas Healthcare Safety Network (TxHSN)

     e.   TB/HIV/STD (THISIS)

7.2 COST PROPOSAL SUBMISSION

Submit one (1) signed original and five (5) hardcopies of the Cost Proposal. In addition, submit five (5) electronic copies of the Cost Proposal on five (5) separate USB flash drives.

7.3 COST PROPOSAL INSTRUCTIONS

The Vendor shall include project deliverable based pricing and Fixed Staffing Service Pricing in the Vendor's Cost Proposal. Time and Materials Not To Exceed pricing are for DSHS ad-hoc requests and is not applicable for the Cost Proposal response. TAM pricing will be based on the Vendor submitted Not To Exceed labor rates. Transition costs must be completed if applicable.

Total cost is required by DSHS for evaluation and budget purposes, while additional detail of rates and costs is required for DSHS's understanding of the proposed price. Pricing shall be based on the Requirements of the RFO and not the Vendor's exceptions to the RFO. The Vendor is required to state all other assumptions upon which its pricing is being determined in RFO **Exhibit B - Exceptions and Assumptions Form**, Pricing Workbook, Worksheet Pricing Assumptions. Assumptions that conflict with mandatory requirements of this RFO may be cause for disqualification.

The components to be priced in the Vendor's proposal include the following:

1. The Registry Domains with subdomains DDI services (project deliverable based price approach) will be stated as follows:

   a. DDI services shall be stated as deliverables costs using Not to Exceed pricing based on DSHS agreed to Labor Rates

2. The Registry Domains with subdomains TAM services (DSHS ad-hoc requests) will be stated as follows:

   a. TAM services shall be stated as deliverables costs and/or other payment milestones (e.g., monthly payments) using Not to Exceed pricing based on DSHS agreed to labor rates.

3. The Registry Domains with subdomains Fixed Staffing Services (see Section 2.3.4) shall provide fixed hourly rates for the vendor development team using Not To Exceed pricing based on DSHS agreed to Labor Rates.

7.3.1 Section 1 - Cover Letter

A Cover Letter referencing the Cost Proposal will be included in the Vendor's separate, sealed package. This letter will be signed by an individual authorized to legally bind the Vendor for the Cost Proposal sheet(s) submitted. This individual will complete, sign, and date the Cost Proposal Submission of the Cost Proposal means that the information it contains is binding on the Vendor for a period of 365 business days after the due date for submission of solicitation responses.

7.3.2   Section 2 - Cost proposal assumptions

Pricing shall conform to RFO requirements, including Exhibits, appendices, and DSHS-provided contract terms and conditions. The Vendor is required to state all pricing assumptions upon which pricing is determined. Pricing shall not be based upon the Vendor's assumptions or exceptions to the terms and conditions.

The Vendor is required to state all pricing assumptions using the assumptions form **Exhibit B - Exceptions and Assumptions Form,** upon which pricing was determined in **Attachment A1 - Pricing Workbook**. Pricing shall be consistent with RFO requirements as stated. The Vendor may insert as many lines as necessary.

Assumptions made by the Vendor in responding to this RFO do not obligate DSHS in any way. Additionally, Vendors shall not make assumptions that result in a conditional offer. If DSHS determines that an offer is conditional, the proposal may, in DSHS's sole discretion, be rejected.

The Vendor shall provide pricing consistent with the following:

1. Apply the pricing in accordance with the requirements of the RFO.

2. Clearly identify and explain all the pricing assumptions made, upon which pricing is predicated including the pricing impact if the assumption turns out not to be valid.

3. State if any price is subject to special conditions beyond the control of the Vendor, and clearly specify those conditions and quantify their impact upon the charges.

7.3.3   Section 3 - Response to Financial Requirements

Vendors must provide a detailed description of the proposed financial services, which must support all financial accounting and reporting requirements described in Article VIII. The Vendor must reflect a clear understanding of the nature of the work undertaken, and must include detailed descriptions of the proposed services. Section 3 of the Vendor's Cost Proposal must include this statement: "We agree to meet all Financial Requirements, including those related to audits, stated in the RFO."

Vendors are required to use the **Exhibit B - Exceptions and Assumptions Form** to document any assumptions that Vendors must make to respond. However, DSHS cautions Vendors to not make assumptions that result in a conditional acceptance of DSHS's requirements.

Address the DSHS Health Registries Financial Requirements (HRFR) in Article VII, Cost Proposal, and Section 3, using RFO tables in Section 8.3.1, Section 8.3.2, and Section 8.3.3 as labeled. For convenience, copies of these response tables are provided in **Attachment A2 - Financial Requirements Checklist**.

7.3.4   Section 4 - Pricing Workbook

To document the Health Registries Software Development and Maintenance Services purchase price, DSHS requires Vendors to complete the Pricing Workbook. The Pricing Workbook is in an Excel format and can be found in **Attachment A1 - Pricing Workbook**.

The Pricing Workbook contains Excel Worksheets, as outlined below:

1. **Instructions Worksheet** -This Worksheet includes general instructions for completing the Workbook.

2. **Table of Contents Worksheet**- This Worksheet provides the contents of the workbook and hyperlinks to other worksheets.

3. **Total Purchase Price Summary Worksheet** - This Worksheet provides a summary of total purchase price. The Price Summary Table is automatically populated with information from other Worksheets in the Pricing Workbook.

4. **Transition Services subdomain Pricing Worksheet** (TRA_A) - This worksheet provides Transition Phase pricing for DSHS Health Registries Software Development Services and Project Management Services for the six (6) months of transition. Transition services shall be proposed on a fixed price basis. See section 2.3.2.

5. **EMS/Trauma Pricing Worksheet** (EMSTR) - This Worksheet provides pricing for the EMS/Trauma Health Registry software development cycles used for the following services:

    a. Design, Development, and Implementation (DDI) as Not To Exceed cost for approved deliverables.

    b. Time and Materials (TAM) Not To Exceed costs for approved deliverables.

   The development cycles are implemented as "Releases" during the contract period. Software Development Services "Releases" shall be proposed as a fixed price by deliverables based on the performance requirements and/or the specified results within the level of effort proposed by the Vendor and approved by DSHS.

6. **Birth Defects Registry Pricing Worksheet** (BDR_B) - This Worksheet provides pricing for the Birth Defects Health Registry software development cycles used for the following services:

    a. Design, Development, and Implementation (DDI) as Not To Exceed cost for approved deliverables.

    b. Time and Materials (TAM) Not To Exceed costs for approved deliverables.

   The development cycles are implemented as "Releases" during the contract period. Software Development Services "Releases" shall be proposed as a fixed price by deliverables based on the performance requirements and/or the specified results within the level of effort proposed by the Vendor and approved by DSHS.

7. **Blood Lead Pricing Worksheet** (BLR_B) - This Worksheet provides pricing for the Blood Lead Health Registry software development cycles used for the following services:

    a. Design, Development, and Implementation (DDI) as Not To Exceed cost for approved deliverables.

    b. Time and Materials (TAM) Not To Exceed costs for approved deliverables.

The development cycles are implemented as "Releases" during the contract period. Software Development Services "Releases" shall be proposed as a fixed price by deliverables based on the performance requirements and/or the specified results within the level of effort proposed by the Vendor and approved by DSHS.

8. **Texas Healthcare Safety Network Pricing Worksheet** (TxHSN_B) - This Worksheet provides pricing for the Texas Healthcare Safety Network Registry software development cycles used for the following services:

   a. Design, Development, and Implementation (DDI) as Not To Exceed cost for approved deliverables.

   b. Time and Materials (TAM) Not To Exceed costs for approved deliverables.

The development cycles are implemented as "Releases" during the contract period. Software Development Services "Releases" shall be proposed as a fixed price by deliverables based on the performance requirements and/or the specified results within the level of effort proposed by the Vendor and approved by DSHS.

9. **TB/HIV/STD Pricing Worksheet** (THISIS_B) - This Worksheet provides pricing for the TB/HIV/STD Registry software development cycles used for the following services:

   a. Design, Development, and Implementation (DDI) as Not To Exceed cost for approved deliverables.

   b. Time and Materials (TAM) Not To Exceed costs for approved deliverables.

The development cycles are implemented as "Releases" during the contract period. Software Development Services "Releases" shall be proposed as a fixed price by deliverables based on the performance requirements and/or the specified results within the level of effort proposed by the Vendor and approved by DSHS.

10. **Maintenance-Fixed Staffing Services subdomain Pricing Worksheet** (FSS_A) - This Worksheet provides pricing for the Fixed Staffing Services, Maintenance Services and deliverables. The services in the Worksheet shall be proposed as a fixed monthly price for the services performed by the fixed resources for each Health Registry for the life of the Contract.

11. **EMSTR_Projects Worksheet:** Refer to section 7.3.4.4 for details.

12. **TxHSN_Projects Worksheet**: Refer to section 7.3.4.7 for details.

13. **THISIS_Projects Worksheet**: Refer to section 7.3.4.8 for details.

14. **Turnover Services Subdomain Pricing Worksheet** (TUR_A) - This Worksheet provides Turnover Services pricing for DSHS Health Registries Software Development Services. Turnover services shall be proposed on a fixed price basis. See section 2.3.3.

15. **Labor Rates Worksheet** - This Worksheet provides the information for specification of Vendor staff classification and associated hourly labor rates for the DSHS Health Registries Software Development and Maintenance Services. The Vendor must commit to these rates for unanticipated tasks, changes to existing services (DSHS reserves the

right to issue change orders on a Time and Materials Not To Exceed or fixed price basis according to estimated level of effort, expressed in hours, to meet the performance requirements and/or the specified results).

16. **IT Category Worksheet** - This worksheet contains Texas DIR IT Service Role Classifications.

NOTE: Each of the Domains has their own payment schedule tables embedded in their respective tabs.

7.3.4.1 Pricing Worksheets

The Vendor is responsible for entering price and rates data in the green cells using the format prescribed by the Pricing Workbook. Formulas have been inserted in the appropriate cells of the worksheets to automatically calculate summary numbers and Payment Schedules, and shall not be altered unless errors are discovered or to accommodate additional rows or columns of data. Further instructions for entering price and rates data are included in the worksheets.

Vendor should maintain the integrity of the data and formulas in the Pricing Workbook. Completion of the Pricing Workbook and worksheets is mandatory.

7.3.4.2 Total Price Summary Worksheet

The Total Price Summary worksheet will calculate the total purchase price of the DSHS Software Development and Maintenance services during the Transition Phase, the Initial Term, Extension Period one, and Extension Period two of the contract.

7.3.4.3 Transition Services Pricing Worksheet (TRA_A)

The Vendor Transition Phase Pricing Worksheet shall reflect all Transition services and will be paid on a fixed fee basis. All mandatory RFO deliverables have been incorporated into the worksheet. The Vendors will define the roles and level of effort (hours) associated with each deliverable (i.e., number of FTEs, hours and hourly rate by deliverable). Deliverables and associated fees will be incorporated within the Payment Schedule table in this worksheet.

NOTE: Any expenses or costs incurred by a Vendor after the commencement of the service delivery phase of any contract resulting from this RFO to complete transition activities or correct any defects from the Transition Phase will not be considered an allowable charge and will not be paid by DSHS.

7.3.4.4 EMS/Trauma Registry Pricing Worksheet (EMST_B)

The EMS/Trauma Health Registries Pricing worksheet includes the project work breakdown by deliverables and effort of the resources allocated for the DDI and/or TAM projects for each development cycle through the life of the contract.

For the EMS/Trauma Registry - Update the pricing worksheet by providing the deliverable and the resource effort breakdown for the following projects:

a. Customization from the assessment and GAP Analysis Project - Details can be found in the Pricing Workbook - EMSTR Project tab

7.3.4.5 Birth Defects Registry Pricing Worksheet (BDR_B)

The Birth Defects Health Registry Pricing Worksheet includes the project work breakdown by deliverables and effort by the resources allocated for the DDI and/or TAM projects for each development cycle through the life of the contract.

For the Birth Defects Registry - There are no current projects at this time. This sheet shall remain blank as there is no need for Vendor response.

7.3.4.6 Blood Lead Registry Pricing Worksheet (BLR_B)

The Blood Lead Health Registry Pricing Worksheet includes the project work breakdown by deliverables and effort of the resources allocated for the DDI and/or TAM projects for each development cycle through the life of the contract.

For the Blood Lead Registry - There are no current projects at this time. This sheet shall remain blank as there is no need for Vendor response.

7.3.4.7 Texas Healthcare Safety Network Registry Pricing Worksheet (TxHSN_B)

The Texas Healthcare Safety Network Health Registry Pricing Worksheet includes the project work breakdown by deliverables and effort of the resources allocated for the DDI and/or TAM projects for each development cycle through the life of the contract.

For the Texas Healthcare Safety Network Registry - Update the pricing worksheet by providing the deliverable and the resource effort breakdown for the following projects:

>   a. Phase II Break Fix for Alignment with CDC Project - Details can be found in the Pricing Workbook - TxHSN Project tab

7.3.4.8 TB/HIV/STD Registry Pricing Worksheet (THISIS_B)

The TB/HIV/STD Health Registry Pricing Worksheet includes the project work breakdown by deliverables and effort of the resources allocated for the DDI and/or TAM projects for each development cycle through the life of the contract.

For the TB/HIV/STD Registry - Update the Pricing Worksheet by providing the deliverable and the resource effort breakdown for the following projects:

>   a. Release III THISIS implementation Project - Details can be found in the Pricing Workbook - THISIS Project tab

7.3.4.9 Maintenance - Fixed Staffing Services subdomain Pricing Worksheet (FSS_A)

The total maintenance fee equals the fixed annual Maintenance cost (offsite) plus the FSS cost (onsite). The total Maintenance-Fixed Staffing Services cost is an annual fee and is invoiced monthly.

The Vendor Fixed Staffing Services Pricing Worksheet shall reflect the fixed resource team that the vendor provides for the bug fixes for the life of the contract, using the Software Development Lifecycle (SDLC) services for all five registries domains. The vendor resource can work no more

than 160 hours / month. The resource cost for the FSS resources will be fixed for the life of the contract based on the proposed Labor rates based on the DIR NTE Rates.

7.3.4.10 Turnover Services Pricing Worksheet (TUR_A)

The Vendor Turnover Phase Pricing Worksheet shall reflect all Turnover services and will be paid on a fixed price basis. Vendors shall incorporate all mandatory RFO deliverables within this worksheet and define the level of effort (in hours) associated with each task and deliverable (i.e., Number of FTEs, Hours and Hourly Rate by Task and Deliverable). Deliverables and associated fees will be incorporated within the Payment Schedule table in this worksheet.

7.3.4.11 Labor Rates Worksheet

The Vendor shall provide staff classification and associated Hourly Rates for the resources used for the DSHS Health Registries projects:

1.) DSHS Health Registries Software Development Services (TRA, PM DDI, MNT, and TUR)

2.) DSHS Health Registries Time and Materials (TAM)

The Labor Rates Worksheet shall include the Vendor's not-to-exceed hourly rates (inclusive of travel, per diem, and other expenses) for standard staff classifications based on the Texas DIR IT Service Role Classifications defined in Section 5.3 Vendor Project Organization Chart of the RFO.

The proposed fixed rates shall apply throughout the term of the Contract.

DSHS may request that the Vendor provide additional services for unanticipated tasks that were not originally envisioned and are out-of-scope of this agreement. These Project Change Requests will be handled via change requests, based on level of effort (hours) estimates to meet the performance requirements and/or specified results included in the change order requested by DSHS and either the actual rates of staff performing the work.

7.3.5   Section 5 - Financial Statements

A Vendor will supply evidence of financial stability sufficient to demonstrate reasonable stability and solvency appropriate to the requirements of this procurement. Vendors will submit a current financial statement plus two (2) years of audited financial reports including all supplements, management discussion and analysis, and actuarial opinions. At a minimum, such financial statements and reports will include: balance sheet; statement of income and expense; statement of changes in financial position; cash flows; and capital expenditures. If the Vendor is a corporation that is required to report to the Securities and Exchange Commission, it will submit its two most recent SEC Forms 10K, Annual Reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Financial materials may be submitted electronically in word searchable PDF format.

If audited financial statements are not available, the Vendor must supply sufficient evidence to demonstrate reasonable stability and solvency appropriate to the requirements of this procurement. DSHS will review unaudited financial information submitted by a Vendor and any other information that a Vendor believes meets the requirements of this section. If the submitted

documents do not provide adequate assurance of financial stability or solvency, DSHS reserves the right to request additional information or to disqualify Vendor. If any change in ownership is anticipated during the twelve (12) months following the Proposal due date, the Vendor will describe the circumstances of such change and indicate when the change is likely to occur.

7.3.6 Section 6 - Financial Security Requirements

Vendor's Cost Proposal must address either a duly executed performance bond or irrevocable, standby letter of credit, as required under Article VIII of this RFO.

The Vendor will complete **Attachment A2 - Financial Requirements Checklist** as part of its Cost Proposal. In this document, the Vendor will confirm whether Vendor accepts, in whole or in part, or takes exception to each requirement listed. Section 8 - Disclosure Statement

The Vendor must submit with its Cost Proposal a copy of the Vendor's Cost Accounting Standards Board Disclosure Statement (form CASB DS-1) as approved by the Federal government. (Refer to 48 CFR 9903.202.)

1. Vendors that already have a Federal Disclosure Statement in use by one or more federal agencies would need to submit a copy of the current Federal Disclosure Statement with their proposals.

2. Vendors that do not currently do business with the federal government or are not required to have a Federal Disclosure Statement will not be required to create / submit one to DSHS with their cost proposal.

NOTE: A Disclosure Statement could be required to be completed by the Vendor if a Vendor's total amount of business with one or more Federal entities, including the annual values of the final Contract, exceeds the thresholds contained in 48 CFR 9903.202.

As required in RFO **Attachment A1 - Pricing Workbook**, all Vendors must fully complete and provide a detailed analysis of all Fringe Benefit Rates, Indirect Rates, and Administrative Services Rates developed specifically for and utilized in the Vendor's Cost Proposal.

ARTICLE VIII. FINANCIAL APPROACH

8.1 OVERVIEW OF FINANCIAL APPROACH

This Section presents the rights, requirements and responsibilities of DSHS and the Vendor for monitoring, recording and reporting of financial transactions during the Contract. Any and all costs and expenses incurred by the Vendor or any of its subcontractors for the completion of any contractual requirement will be included in the Cost Proposal submitted by the Vendor. No additional costs or expenses not contained in the Cost Proposal will be allowed under the Contract, unless approved in advance by DSHS. Approval shall be limited to matters falling under Sections 8.5.3 and 8.5.4 of this Article.

DSHS will determine cost allowability in accordance with Generally Accepted Accounting Principles (GAAP); Title 48 CFR, Chapter 1, Parts 30 and 31, and Chapter 99; federal guidelines, rules, and regulations applicable to programs within the scope of this RFO; and DSHS guidelines, rules, regulations, and provisions applicable to programs within scope of the procurement.

Any expenses incurred by the Vendor or any of the Vendors subcontractors for the completion of any contractual requirement deemed by DSHS or any State, federal, or DSHS auditors to be inefficient or uneconomical will be deemed unallowable under the Contract resulting from this RFO. DSHS reserves the right to reduce the Vendor's administrative payments for the duration of the Contract for any contractual requirement deemed to be inefficient and/or is not being provided economically.

The reduction of a Vendor's payments from DSHS for any contractual requirement deemed to be inefficient and/or is not being provided economically will be determined based on facts related to each specific circumstance. The basis for determining the efficiency or economic value will be based on numerous elements including, but not limited to, specific audit findings, additional research performed by the State subsequent to an audit finding, and discussions with the Vendor related to the finding. The Vendor has the right to review, challenge, and dispute any audit findings. Any such dispute will be managed through the Dispute Resolution process contained in the Contract.

8.2 BUSINESS REQUIREMENT

The Vendor's financial approach is to describe the financial components enabling the Vendor to fully complete the requirements described in the Statement of Work. This approach will ensure all services required of the Vendor are provided as efficiently and effectively as possible, and assist DSHS in its responsibility for efficient and effective administration of federal awards through the application of sound management practices.

8.3 **ACCOUNTING AND REPORTING STANDARDS**

The Accounting and Reporting requirements include:

1. Accumulating and reporting accounting data in accordance with the following standards (as they may be amended during the term of the Contract):
   a. Generally Accepted Accounting Principles (GAAP).

   b. Title 48 CFR, Chapter 1, Parts 30 and 31, and Chapter 99.

   c. Federal guidelines, rules, and regulations applicable to programs within the scope of the RFO.

   d. DSHS guidelines, rules, regulations, and provisions applicable to programs within scope of this procurement. In the event that DSHS guidelines, rules, regulations, and provisions of this procurement set a stricter or more demanding standard than GAAP; Title 48 CFR, Chapter 99; Title 48 CFR, Chapter 1, Part 30; or Title 48 CFR, Chapter 1, Part 31; then the DSHS guidelines, rules, regulations, and provisions of this procurement will prevail.

   e. Providing authorized representatives of DSHS and the federal government full access to all information needed to conduct financial reviews and audits required by law or by the Contract resulting from this RFO in accordance with applicable standards.

8.3.1 **FINANCIAL ACCOUNTING Requirements**

8.3.1.1 Vendor Accounting Responsibilities

The successful Vendor is responsible for maintaining an accounting system in compliance with the requirements stipulated in **Table *48* - Vendor Responsibilities for Financial Accounting**.

Table 48 - Vendor Responsibilities for Financial Accounting

Req ID	Vendor Responsibilities for Financial Accounting
FIN-HRFR-001	Maintain financial records for the following component service areas of the Contract(s) resulting from this RFO: a. Transition Services b. EMS/Trauma Registry Services c. Birth Defect Registry Services d. Blood Lead Registry Services e. Texas Healthcare Safety Network Registry Services f. TB/HIV/STD Registry Services g. Fixed Staffing Services h. Turnover Services

Req ID	Vendor Responsibilities for Financial Accounting
FIN-HRFR-002	Establish and maintain an accounting system in accordance with the following standards (as they may be amended during the term of the Contract): a. Title 48 CFR, Chapter 1, Parts 30 and 31, and Chapter 99. b. Applicable federal guidelines, rules, and regulations. c. DSHS guidelines, rules, regulations, and provisions of this procurement. d. GAAP. Where DSHS guidelines, rules, regulations, and provisions of this procurement state a stricter or more demanding standard than GAAP; Title 48 CFR, Chapter 1, Part 30; Title 48 CFR, Chapter 1, Part 31; and/or Title 48 CFR, Chapter 99; then the DSHS guidelines, rules, regulations, and provisions of this procurement will prevail. The Vendor's accounting system must: a. Maintain accounting records related directly to the performance of the Contract resulting from this RFO. b. Maintain accounting records related to the Contract resulting from this RFO separate and apart from other corporate accounting records. Part 9904.401 of the Federal Acquisition Regulations referenced above relates to cost accounting standards regarding the consistency in estimating, accumulating, and reporting costs.
FIN-HRFR-003	Maintain an accounting system that provides an audit trail containing sufficient financial documentation to allow for the reconciliation of billings, reports, and financial statements with all general ledger accounts for each specific component service area.
FIN-HRFR-004	Maintain, document, and submit operations cost data in accordance with DSHS requirements and federal manuals and directives required by Federal regulations or as may be required by State guidelines. Documentation must differentiate between information technology and non-information technology, and will include the reimbursable federal matching rates for each type. Such cost allocation reports must be in a format and content approved by the State. The format of these reports must allow the State to comply with Federal reporting requirements for each service domain administered under any Contract resulting from this RFO.

At DSHS's discretion, DSHS will monitor Vendor performance and compliance with the Financial Accounting Requirements.

8.3.2 General Access to Accounting Records

The successful Vendor must provide authorized governmental representatives of DSHS and the federal government full access to all financial and accounting records related to the performance

of any contract resulting from this RFO, including all requested subcontractor financial and accounting records. The financial and accounting records shall be provided to the authorized governmental representatives of DSHS and the federal government in an electronic format when requested.

In addition to the requirements stated above, the Vendor and its subcontractors must provide access to accounting records requirements stipulated in **Table *49* - Accounting Records Requirements**.

Table 49 - Accounting Records Requirements

Req ID	Accounting Records Requirements
FIN-HRFR-005	Cooperate with DSHS, DSHS auditors, Texas State Auditor's Office (SAO) and the federal government in their inspections, audits, and/or reviews, and provide all necessary records and information. As required by Title 48 CFR, Chapter 1, Part 30; Title 48 CFR, Chapter 1, Part 31; and Title 48 CFR, Chapter 99; it is the responsibility of the Vendor to provide adequate documentation and justification to the authorized representatives of DSHS during the inspection, audit, and/or review process for all expenses included in the Vendor's accounting records.
FIN-HRFR-006	Make accounting records or supporting documentation relevant to any Texas HHS Contracts available to DSHS or its agents within ten (10) business days of receiving a written request from DSHS for specified records or information. At the request of DSHS or its agents, provide copies of any accounting records or supporting documentation DSHS determines is relevant to a resulting Contract within ten (10) business days of receiving a written request from DSHS for copies of the specified records or information. If such documentation is not made available as requested within the timeline, the Vendor agrees to reimburse DSHS for all costs incurred by DSHS, including but not limited to wages, fringe benefits, payroll taxes, transportation, lodging, and subsistence for all State governmental representatives or their agents to carry out their inspection, audit, review, analysis, and/or reproduction functions at the location(s) of such accounting records.
FIN-HRFR-007	Pay any and all additional costs, including any applicable professional fees, incurred by DSHS resulting from the Vendor's failure to provide the requested accounting records or financial information within the specified ten (10) business days of receiving a written request from DSHS for specified accounting records or information.

8.3.3   Financial Report Requirements

8.3.3.1   Vendor Responsibilities for Financial Reporting

DSHS requires the successful Vendor to provide financial reports to support contract monitoring and support any DSHS, State, and federal reporting requirements.

The Vendor is responsible for providing all financial reports to satisfy the requirements stipulated in **Table *50* - Vendor Responsibilities for Financial Reporting**.

Table 50 - Vendor Responsibilities for Financial Reporting

Req ID	Vendor Responsibilities for Financial Reporting
FIN-HRFR-008	Provide a separate expense summary detailing operations under any contract resulting from this RFO no later than 90 calendar days after the end of each contract year or after the termination of the contract resulting from this RFO. Each summary will include accounts in conformance with GAAP and any applicable provisions included in this RFO. The Vendor will identify and eliminate any expenses not allowed by State or federal laws and regulations and any applicable provisions included in this RFO. DSHS reserves the right to request modifications to annual financial reports if, in DSHS's sole determination, such changes are in DSHS's best interest. Requested modifications to annual financial reports will be completed by the prospective Vendor with no additional fees due from DSHS. The expense summary will fully disclose the financial impact of all transactions with any parent, affiliated, or subsidiary organization either under a formal or informal arrangement relating to the performance under the contract(s). These transactions will be reported in a manner such that inter-company profits and margins are eliminated. The methodologies and assumptions supporting cost allocations will be disclosed, including cost allocations from home and/or central offices; and will follow the prescribed methodologies included in the Accounting Policy Manual approved by DSHS.

8.4   DSHS RIGHTS

DSHS will:

1. Monitor Vendor compliance for providing the specified financial reports on or before the specified times.

2. Review financial report deliverables provided by the Vendor for accuracy and completeness.

3. Assess applicable remedies/liquidated damages for any late financial reports and/or incorrect financial reports refer to **Attachment B3 - Key Performance Measures and Liquidated Damages.**

4. Assess applicable remedies/liquidated damages for additional expenses incurred by DSHS and/or its authorized representatives or agents.

8.5   FINANCIAL PAYMENT STRUCTURE AND PROVISIONS

The financial payment structure for all the Health Registries Software Development and Maintenance component services areas is provided below.

8.5.1   Overview of Financial Payment Structures

Payment for the contractual services described in this RFO will be based on several pricing structures, depending on the specific service domain and/or deliverable required. The Vendor will receive payments monthly as compensation for correctly and appropriately performing the services and deliverables required in the Contract or will receive payment based on deliverable milestones and acceptance as defined in **Attachment A1 - Pricing Workbook** detailing the Cost Proposal of the RFO.

8.5.2   Payment for Service Delivery Requirements

Payment to the successful Vendor for service delivery requirements will be based on multiple fixed service delivery Fee(s) and Time and Materials Not to Exceed (based on level of effort in hours).

The methods by which the Vendor will be paid for services under the Contract include:

1. Transition (TRA) - If applicable, Transition costs to meet RFO requirements will be paid on a fixed fee basis. Transition costs in excess of the final fixed price amount(s) included in the Contract will not be paid by DSHS.

   Transition costs will allow the Vendor to assume the responsibilities of each Deliverable effective on the Operational start date applicable to the specific Deliverable. Transition costs will not be paid as an element of Operational administrative costs. Transition costs will be paid to the Vendor retrospectively.

   Any expenses incurred by the Vendor after the Operational start date of a specific Deliverable to complete Transition activities or correct any defects from the Transition Phase of that specific Deliverable must not be recorded as an Operational expense and will not be considered an allowable expense for the Prospective Price Re-determination element of the Contract.

2. Expenses for each of the current Health Registries:

   a. Design Development and Implementation (DDI) - DDI costs will be paid on a fixed deliverable fee basis after the schedule and work breakdown is approved by DSHS. Pricing for these services shall be proposed as a fixed price per deliverable based on the performance requirements and/or the specified results within the level of effort defined by DSHS. Payment will be made to Contractor based on successful acceptance and deployment of deliverables into production.

   b. Time and Materials (TAM) - TAM costs will be paid on a Time and Materials Variable/Not to Exceed basis, which is based on the performance requirements and/or the specified results. Payment will be made to

Contractor based on successful acceptance and deployment of deliverables into production.

c. Fixed Staffing Services (FSS) - FSS costs will be paid on a fixed monthly fee basis. Pricing for the resources provided shall be proposed as a Fixed monthly price based on the performance requirements and/or the specified result defined by DSHS and proposed hourly rates. Payment will be made to Contractor based on successful acceptance and deployment of deliverables into production.

d. Turnover (TUR) - TUR costs will be paid on a fixed fee basis. Pricing for these services shall be proposed as a Fixed/Not to Exceed Deliverable amount based on the performance requirements and/or the specified results. Payment will be made to Contractor based on successful acceptance and deployment of deliverables into production.

A Vendor must submit detailed monthly invoice(s) following the month in which the Vendor provides the applicable Health Registries services. The invoice(s) must contain the complete breakdown of the hours by each resource and by deliverable per registry. DSHS will process and pay invoices in accordance with Chapter 2251, Texas Government Code. Separate invoices for each specific component service area must be submitted by a Vendor to DSHS in the format specified by DSHS. Each invoice will be processed and paid separately.

A Vendor will supply detailed information with the invoice(s) as directed by DSHS to enable DSHS to allocate costs for the services according to the various state and federal funding sources supporting the contract for specific component service areas. Each invoice must show separate lines for each strategy, risk group, state funding source, and federal funding source and/or Federal Financial Participation (FFP) rate. The Vendor must also provide supporting documentation for service delivery cost invoices, in an electronic format, subject to approval by DSHS, by state and/or federal funding source, appropriations strategy, risk group, and any applicable FFP rate(s).

DSHS, at its sole discretion, may choose to process only a portion of a fixed service fee invoice, if only a portion of the invoice can be verified and validated by the information submitted. If DSHS decides to process an invoice in this manner, an adjustment will be made by DSHS and only that portion of the invoice can be verified and validated will be paid. To be paid for the fees previously denied or not processed by DSHS, the Vendor must submit supplemental invoice(s) along with any and all necessary corrections. DSHS will process and pay fees billed on supplemental invoices in accordance with Chapter 2251, Texas Government Code.

Any cost or expenses incurred by a Vendor after the commencement of the operational phase of any contract resulting from this RFO to correct any defects from the Transition Phase will not be considered an allowable cost for the Contract.

DSHS reserves the right to eliminate services no longer necessary during any contract resulting from this RFO with 30 days' notice to the Vendor. DSHS will reduce the service delivery payments for such services following 30 days' notice to the Vendor.

8.5.3 Changes to Scope of Existing Services

DSHS anticipates that, during the life of the Contract, implementation of federal and state mandates and other state initiatives will require additions, deletions or other changes to the normal recurring activities performed under any contract resulting from this RFO. All such changes will be negotiated between DSHS and the Vendor and incorporated in a written contract amendment. The pricing associated with additional recurring activities will be negotiated between the Vendor and DSHS after DSHS determines the Vendor has submitted all the detailed cost information (including detailed supporting metrics deemed acceptable by DSHS) necessary to accurately modify the applicable fixed fee formulas. Once a total cost for the additional recurring activities is agreed upon, DSHS will make the determination as to which fixed fee formula(s) are modified.

8.5.4 Service Provider Labor Rates for Unanticipated Services and Tasks

DSHS anticipates that, during the life of the Contract, implementation of federal and state mandates and other state initiatives will require additions, deletions or other changes to the activities performed under any contract resulting from this RFO. If applicable, and if the Vendor can demonstrate to DSHS's satisfaction a cost impact from such changes, payment for costs associated with unanticipated services required after the start date of the initial term of the Contract that were unanticipated by DSHS will be negotiated with the Vendor. The costs for such DSHS unanticipated services will be based on the explicit not-to-exceed hourly rates proposed by a Vendor as described in the instructions for completion of the pricing workbook in Section 7 of this RFO. The Vendor will develop not to exceed change orders based on the performance requirements and/or the specified results included in any potential amendment requested by DSHS.

The Vendor must specify all-inclusive hourly labor rates for all staff working on this project. For consistency, the IT Staffing Services roles defined by the Texas Department of Information Resources are to be utilized for specifying hourly labor rates. Full descriptions of these roles can be found at:

http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/Descriptions%20of %20IT%20Staffing%20Services%20Titles%20-%20Comprehensive.docx.xlsx

The Vendor will employ the not-to-exceed hourly rates in developing pricing proposals for the performance of unanticipated services and deliverables required by DSHS after the start date of the contract.

No additional costs will be paid for any services unless DSHS, in its sole discretion, determines any additional cost(s) requested are extremely unique to the specific project and the successful Vendor should not have otherwise included those additional costs as part of the required all-inclusive hourly labor rates.

8.6 DELIVERY OF SECURITY

Vendor must provide either a duly executed performance bond or irrevocable, standby letter of credit, within 10 days of the Effective Date of the Contract.

8.6.1 Performance Bond

If the Vendor chooses to furnish DSHS a performance bond, it must conform in form and substance to **Exhibit H - Performance Bond**. The performance bond is for the protection of DSHS and assures full and faithful performance of the Contract by Contractor. The performance bond shall

extend and remain in effect throughout the term of the Contract and for thirty (30) days thereafter; provided that the foregoing shall not limit the time period within which DSHS may file suit or make any claim under or concerning the performance bond.

8.6.2 Other Requirements Pertaining to Bonds

Each bond must be executed by sureties named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, and U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. Any surety duly authorized to do business in Texas may write performance and payment bonds on a project without reinsurance to the limit of ten percent (10%) of its capital and surplus. Such a surety must reinsure any obligations over ten percent (10%). The bond must be effective as of their delivery to DSHS and shall cover all work to be performed under the Contract. In the event that any bond is executed by more than one (1) surety company, each surety company executing the bond must be the listed as an Acceptable Surety in Circular 570 and be jointly and severally liable with each other surety company under the bond for the full amount of the bond (including any increases thereto after the issuance of the bond).

8.6.3 The Penal Sum of the Bonds

The penal sum of each bond shall be in an amount equal to twelve million dollars ($12,000,000.00). Contractor shall notify the surety of any changes affecting the scope of the contract or change in the Contract Price. DSHS has no obligation to provide the surety such notice. The amount of the bonds shall be adjusted so that any increase in the Contract Price will increase the penal sum of the bond by the same amount. Contractor shall furnish proof of such adjustment to DSHS upon request.

8.6.4 Replacement of Surety

If any surety under a bond is declared bankrupt, becomes insolvent, is placed in receivership, is no longer authorized to do business in the State of Texas, or otherwise ceases to meet the requirements of an "Acceptable Surety", Contractor shall within ten (10) days thereafter furnish to DSHS bonds satisfying the requirements of Article 8. If DSHS does not receive the replacement bonds within such ten (10) day period, DSHS may, at its sole discretion and at Contractor's sole risk and expense, order Contractor to suspend the work immediately.

8.6.5 Letter of Credit

If the Vendor chooses to furnish DSHS a letter of credit, the letter of credit must be:

1. An irrevocable, standby letter of credit

2. Issued on behalf of the Vendor to DSHS, as beneficiary

3. Payable in one or more draws upon demand by DSHS on or before the expiration date of the letter of credit; and

4. in an amount of twelve million dollars ($12,000,000.00).

The bank issuing the letter of credit must be a duly chartered by the United States or one of its States and rated "A" or above by Moody's Investors Service, Inc. or Standard & Poor's Corporation. If the issuing bank's rating subsequent to the issuance of the letter of credit falls below the acceptable rating level, DSHS shall require the letter of credit to be replaced or confirmed by a bank with an acceptable rating within 30 days of the publication of the lower credit rating. Further, if any optional extension of the Contract is granted, the letter of credit must be extended or renewed at DSHS's sole option for the period of the extension.

8.6.6   Insurance

Vendor must disclose to DSHS in its proposal all property, casualty, and liability (including cyber liability) coverage carried by Contractor, including all coverage amounts and limitations under each policy it carries, that will be applicable to the Contract to be issued under this RFO. DSHS reserves the right to require additional types and/or amounts of coverage as a condition of receiving an award under this RFO. When cause of action occurs, the Vendor is responsible for providing a Waiver of Subrogation and 30 day Notice of Cancellation or Major Change to DSHS. DSHS may require that it be included as an additional insured party.

The Vendor shall obtain and maintain, for the duration of this Contract, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas and currently rated A- or better by A.M. Best Company or otherwise acceptable to System Agency. By requiring such minimum insurance, the System Agency shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor under the Contract. The Vendor shall assess its own risks and if it deems appropriate or prudent, maintain higher limits or broader coverage. The Vendor is not relieved of any liability or other obligations assumed pursuant to this Vendor by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Required insurance shall not be cancelable without thirty (30) days' prior written notice to System Agency.

Insurance must be carried to at least the following minimum amounts:

Coverages Limit

A. Workers' Compensation*
Statutory Benefits (Coverage A) Statutory
Employer's Liability (Coverage B) $500,000 Each Accident
$500,000 Disease/Employee
$500,000 Disease/Policy Limit
* If this coverage is in any reason waived, the contractor, employees thereof, and sub-contractors must sign a hold harmless and indemnification agreement.

B. Automobile Liability
Owned Vehicles $1,000,000
Non-owned Vehicles $1,000,000
Hired Vehicles $1,000,000

C. Commercial General Liability
Aggregate Limit $3,000,000
Each Occurrence Limit $1,000,000
Products / Operations $1,000,000
Personal / Advertising Injury $1,000,000
Damage to Premises $100,000
Medical Payments $5,000

D. Professional Liability $1,000,000

ARTICLE IX. SUBMISSION CHECKLIST

This checklist is provided for Vendor's convenience only and identifies documents that are requested in this Solicitation.

Original Solicitation Response Package

The Solicitation Package must include the "Original" Solicitation Response in hard-copy consisting of three parts described in detail below, each separately but packaged together and clearly labeled "Original" on each.

Table 51 - Business and Technical Proposal

1. Business /Technical Proposal		
Description	**Section(s)**	**Checkbox**
Exceptions and Assumptions Form (Exhibit B)	Sections 3.7.5, 3.7.6, 5.0	☐
Business/Technical Proposal	Section 5.1	☐
Transmittal Letter	Section 5.1	☐
Executive Summary	Section 5.2	☐
Vendor Project Organization Chart	Section 5.3	☐
Domain Approach	Section 5.4	☐
Subdomain Approach	Section 5.5	☐
Attachment B1 - Deliverables Checklist	Section 5.6	☐
Attachment B2 - Past Performance Template	Section 5.6	☐
Attachment B3 - Key Performance Measures and Liquidated Damages	Section 5.6	☐
Attachment B4 - Vendor Project Organizational Chart and Project Personnel	Section 5.6	☐
Attachment B5 - Health Registries Requirements Checklist	Section 5.6	☐
Company Information	Section 6.1	☐
References	Section 6.2	☐
Major Subcontractor Information	Section 6.3	☐
Litigation and Contract History	Section 6.4	☐

1. Business /Technical Proposal		
Description	**Section(s)**	**Checkbox**
Conflicts	Section 6.5	☐

Table 52 - Required Vendor Information

2. Affirmations, Certifications, and Other Vendor Information		
Description	**Section(s)**	**Checkbox**
Affirmations and Solicitation Acceptance (Exhibit A)	Section 6.6	☐
General Affirmations (Exhibit A1)	Section 6.6	☐
Non-Construction Federal Assurances and Lobbying Certification (Exhibit A2)	Section 6.4, 6.5, 6.6	☐
Vendor Information Disclosures (Exhibit A3)	Section 6.6	☐
Security and Privacy Initial Inquiry (SPI) (Exhibit E)	Section 6.6	☐
HUB Participation Requirements (Exhibit F)	Section 6.11	☐

Table 53 - Cost Proposal

3. Cost Proposal		
Description	**Section(s)**	**Checkbox**
Cover Letter	Section 7.3.1	☐
Cost Proposal Assumptions (Exceptions and Assumptions Form - Exhibit B)	Section 7.3.2	☐
Response to Financial Requirements	Section 7.3.3	☐
Attachment A2 - Financial Requirements Checklist	Section 7.3.3	☐
Attachment A1 - Pricing Workbook	Section 7.3.4	☐
Financial Statements	Section 7.3.5	☐
Financial Security Requirements	Section 7.3.6	☐

Table 54 - Copies to be Provided

Copies to be provided (all clearly labeled as "copy")	
Description	**Checkbox**
One (1) hardcopy of a document containing the following: Business Proposal, Technical Proposal, and Required Vendor Information (as outlined in Article V and VI). All marked as "Original" and signed in ink, by an authorized representative.	☐
Separate One (1) hardcopy of the Cost Proposal for seven (7) service subdomains, separated by service marked "Original" and signed in ink, by an authorized representative.	☐
One (1) hardcopy of the HUB Subcontracting Plan marked "Original" and signed in ink, by an authorized representative.	☐
Five (5) hardcopies of the following: Business Proposal, Technical Proposal, and Required Vendor Information marked "Copy"	☐
Five (5) hardcopies of the Cost Proposal marked "Copy"	☐
Five (5) copies of complete version of document containing the following: Business Proposal, Technical Proposal, and Required Vendor Information in searchable portable document format (PDF) on a separate USB flash drives.	☐
Five (5) USB Flash drives, each with a copy of Cost Proposal narrative in searchable PDF document format and a copy of the Attachment A1 - Pricing Workbook in Microsoft Excel 2013 format with active formulas.	☐
One (1) electronic copy of the HUB Subcontracting Plan on a portable media, such as a flash drive, with Microsoft Office 2013.	☐

ARTICLE X. EXHIBITS AND ATTACHMENTS

ATTACHMENT A1 - PRICING WORKBOOK

ATTACHMENT A2 - FINANCIAL REQUIREMENTS CHECKLIST

ATTACHMENT B1 - DELIVERABLES CHECKLIST

ATTACHMENT B2 - PAST PERFORMANCE TEMPLATE

ATTACHMENT B3 - KEY PERFORMANCE MEASURES AND LIQUIDATED DAMAGES

ATTACHMENT B4 - VENDOR PROJECT ORGANIZATIONAL CHART AND PROJECT PERSONNEL

ATTACHMENT B5 - HEALTH REGISTRIES REQUIREMENTS CHECKLIST

ATTACHMENT C - DSHS HEALTH REGISTRIES ACRONYMS AND GLOSSARY

EXHIBIT A- AFFIRMATIONS AND SOLICITATION ACCEPTANCE

EXHIBIT A1 - GENERAL AFFIRMATIONS

EXHIBIT A2 - NON-CONSTRUCTION FEDERAL ASSURANCES AND LOBBYING CERTIFICATION

EXHIBIT A3 - VENDOR INFORMATION AND DISCLOSURES

EXHIBIT B- EXCEPTIONS AND ASSUMPTIONS FORM

EXHIBIT C- SAMPLE HHSC SIGNATURE DOCUMENT

EXHIBIT C1 - HHSC SPECIAL CONDITIONS

EXHIBIT C2 - UNIFORM TERMS AND CONDITIONS

EXHIBIT D- HHSC DATA USE AGREEMENT (DUA)

EXHIBIT E- SECURITY AND PRIVACY INITIAL INQUIRY (SPI)

EXHIBIT F- HUB PARTICIPATION REQUIREMENTS

EXHIBIT G - HHS ENTERPRISE INFORMATION SECURITY ACCEPTABLE USE POLICY (EIS-AUP)

EXHIBIT H- PERFORMANCE BOND

EXHIBIT I- DSHS HEALTH REGISTRIES PROCESS GUIDE

EXHIBIT J- HEALTH REGISTRIES DELIVERABLES

EXHIBIT K - HEALTH REGISTRIES SECURITY REQUIREMENTS

EXHIBIT L - DSHS HEALTH REGISTRIES PROJECT PERSONNEL

EXHIBIT M - FNS HANDBOOK 901 FEDERAL PROCUREMENT CLAUSES

Exhibit O - DSHS Health Registries Detailed Registry Requirements

Attachment A2
Financial Requirements Checklist

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DSHS Health Registries

Texas Department of State Health Services (DSHS)

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

Attachment A2 - Financial Requirements Checklist

Vendors must complete the table below as part of the RFP Response.

1. For column entitled 'Vendor Accepts in Whole' - The response must consist of a 'Y' for 'Yes' or 'N' for 'No'.
2. If the Vendor marks 'Y' in 'Vendor Accepts in Whole' - The Vendor accepts as written.
3. If the Vendor marks 'N' in 'Vendor Accepts in Whole' - The Vendor must provide an entry with all the corresponding detail in **Exhibit B - Exceptions and Assumptions Form**.
4. For each requirement, the Vendor must provide a reference to the Section and Page number in Vendor's Response Document (Section 7 of Vendor's Cost Proposal) where the relevant information may be found. A direct link to that location within the document for use within electronic copies is preferred.

Health Registry Software Development and Maintenance - Financial Requirements Checklist			
Req ID/RFP Section	**Detailed Description**	**Vendor Accepts in Whole (Y/N)**	**Section and Page number of Vendor's Response Document for Additional Information**
Section 8.1	Vendor will meet the DSHS objectives, requirements and intent for this procurement as described in RFP Section 8.1 - Overview of Financial Approach		
Section 8.2	Vendor will meet the DSHS objectives, requirements and intent for this procurement as described in RFP Section 8.2 BUSINESS REQUIREMENT		

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Attachment A2 - Financial Requirements Checklist

Health Registry Software Development and Maintenance - Financial Requirements Checklist			
Req ID/RFP Section	**Detailed Description**	**Vendor Accepts in Whole (Y/N)**	**Section and Page number of Vendor's Response Document for Additional Information**
Section 8.3	The Vendor will meet the objectives, requirements and intent as described in RFP Section 8.3 ACCOUNTING AND REPORTING STANDARDS		
Section 8.3.1.1	The Vendor will meet the objectives, requirements and intent as described in RFP Section 8.3.1.1 VENDOR ACCOUNTING RESPONSIBILITIES		

FIN-HRFR-001	Maintain financial records for the following component service areas of the Contract(s) resulting from this RFO:
	  a. Transition Services
	  b. EMS/Trauma Registry Services
	  c. Birth Defect Registry Services
	  d. Blood Lead Registry Services
	  e. Texas Healthcare Safety Network Registry Services
	  f. TB/HIV/STD Registry Services
	  g. Fixed Staffing Services
	  h. Turnover Services		

FIN-HRFR-002	Establish and maintain an accounting system in accordance with the following standards (as they may be amended during the term of the Contract):
	  a. Title 48 CFR, Chapter 1, Parts 30 and 31, and Chapter 99.
	  b. Applicable federal guidelines, rules, and regulations.
	  c. DSHS guidelines, rules, regulations, and provisions of this procurement.
	  d. GAAP. Where DSHS guidelines, rules, regulations, and provisions of this procurement state a stricter or more demanding standard than GAAP; Title 48 CFR, Chapter 1, Part 30; Title 48 CFR, Chapter 1,		

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Health Registry Software Development and Maintenance - Financial Requirements Checklist			
Req ID/RFP Section	**Detailed Description**	**Vendor Accepts in Whole (Y/N)**	**Section and Page number of Vendor's Response Document for Additional Information**
	Part 31; and/or Title 48 CFR, Chapter 99; then the DSHS guidelines, rules, regulations, and provisions of this procurement will prevail. The Vendor's accounting system must: a. Maintain accounting records related directly to the performance of the Contract resulting from this RFO. b. Maintain accounting records related to the Contract resulting from this RFO separate and apart from other corporate accounting records. Part 9904.401 of the Federal Acquisition Regulations referenced above relates to cost accounting standards regarding the consistency in estimating, accumulating, and reporting costs.		
FIN-HRFR-003	Maintain an accounting system that provides an audit trail containing sufficient financial documentation to allow for the reconciliation of billings, reports, and financial statements with all general ledger accounts for each specific component service area.		

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Attachment A2 - Financial Requirements Checklist

	Health Registry Software Development and Maintenance - Financial Requirements Checklist		
Req ID/RFP Section	**Detailed Description**	**Vendor Accepts in Whole (Y/N)**	**Section and Page number of Vendor's Response Document for Additional Information**
FIN-HRFR-004	Maintain, document, and submit operations cost data in accordance with SYSTEM AGENCY requirements and federal manuals and directives required by Federal regulations or as may be required by State guidelines. Documentation must differentiate between information technology and non-information technology, and will include the reimbursable federal matching rates for each type. Such cost allocation reports must be in a format and content approved by the State. The format of these reports must allow the State to comply with Federal reporting requirements for each service domain administered under any Contract resulting from this RFO.		
FIN-HRFR-007	Submit a final Accounting Policy Manual and Disclosure Statement (Cost Accounting Practices Statement – FAR 9903) within forty-five (45) calendar days of contract execution which includes any modifications necessary due to contract negotiations and all of the proposed accounting policies and procedures the Vendor must follow during the duration of the contract. Any modifications included in the final Accounting Policy Manual submitted within forty-five (45) calendar days of contract execution must be approved in writing by DSHS prior to implementation of any change. Any modifications to the final Accounting Policy Manual approved by DSHS must be approved in writing by DSHS prior to implementation of any change.		
Section 8.3.2	The Contractor will meet the objectives, requirements and intent as described in RFP Section 8.3.2 GENERAL ACCESS TO ACCOUNTING RECORDS		
FIN-HRFR-005	Cooperate with DSHS, DSHS auditors, Texas State Auditor's Office (SAO) and the federal government in their inspections,		

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	Health Registry Software Development and Maintenance - Financial Requirements Checklist		
Req ID/RFP Section	**Detailed Description**	**Vendor Accepts in Whole (Y/N)**	**Section and Page number of Vendor's Response Document for Additional Information**
	audits, and/or reviews, and provide all necessary records and information. As required by Title 48 CFR, Chapter 1, Part 30; Title 48 CFR, Chapter 1, Part 31; and Title 48 CFR, Chapter 99; it is the responsibility of the Vendor to provide adequate documentation and justification to the authorized representatives of DSHS during the inspection, audit, and/or review process for all expenses included in the Vendor's accounting records.		
FIN-HRFR-006	Make accounting records or supporting documentation relevant to any Contract available to DSHS or its agents within ten (10) business days of receiving a written request from DSHS for specified records or information. At the request of DSHS or its agents, provide copies of any accounting records or supporting documentation DSHS determines is relevant to a resulting Contract within ten (10) business days of receiving a written request from DSHS for copies of the specified records or information. If such documentation is not made available as requested within the timeline, the Vendor agrees to reimburse DSHS for all costs incurred by DSHS, including but not limited to wages, fringe benefits, payroll taxes, transportation, lodging, and subsistence for all State governmental representatives or their agents to carry out their inspection, audit, review, analysis, and/or reproduction functions at the location(s) of such accounting records.		
FIN-HRFR-007	Pay any and all additional costs, including any applicable professional fees, incurred by DSHS resulting from the Vendor's failure to provide the requested accounting records or financial information within the specified ten (10)		

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Attachment A2 - Financial Requirements Checklist

	Health Registry Software Development and Maintenance - Financial Requirements Checklist		
Req ID/RFP Section	**Detailed Description**	**Vendor Accepts in Whole (Y/N)**	**Section and Page number of Vendor's Response Document for Additional Information**
	business days of receiving a written request from DSHS for specified accounting records or information.		
Section 8.3.3.1	The Vendor will meet the objectives, requirements and intent as described in RFP Section 8.3.3.1 VENDOR RESPONSIBILITIES FOR FINANCIAL REPORTING		
FIN-HRFR-008	Provide a separate expense summary detailing operations under any contract resulting from this RFP no later than 90 calendar days after the end of each contract year or after the termination of the contract resulting from this RFP. Each summary will include accounts in conformance with GAAP and any applicable provisions included in this RFP. The Vendor will identify and eliminate any expenses not allowed by State or federal laws and regulations and any applicable provisions included in this RFP. DSHS reserves the right to request modifications to annual financial reports if, in DSHS's sole determination, such changes are in DSHS's best interest. Requested modifications to annual financial reports will be completed by the prospective Vendor with no additional fees due from DSHS. The expense summary will fully disclose the financial impact of all transactions with any parent, affiliated, or subsidiary organization either under a formal or informal arrangement relating to the performance under the contract(s). These transactions will be reported in a manner such that inter-company profits and margins are eliminated. The methodologies and assumptions supporting cost allocations will be disclosed, including cost allocations from home and/or central offices; and will follow the prescribed methodologies included in the Accounting Policy Manual approved by DSHS.		

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Attachment A2 - Financial Requirements Checklist

Health Registry Software Development and Maintenance - Financial Requirements Checklist			
Req ID/RFP Section	**Detailed Description**	**Vendor Accepts in Whole (Y/N)**	**Section and Page number of Vendor's Response Document for Additional Information**
Section 8.4	The Vendor will meet the objectives, requirements and intent as described in RFP Section 8.4 DSHS RIGHTS		
Section 8.5.1	The Vendor will meet the objectives, requirements and intent as described in RFP Section 8.5.1 OVERVIEW OF FINANCIAL PAYMENT STRUCTURES		
Section 8.5.2	The Vendor will meet the objectives, requirements and intent as described in RFP Section 8.5.2 PAYMENT FOR SERVICE DELIVERY REQUIREMENTS		
Section 8.5.3	The Vendor will meet the objectives, requirements and intent as described in RFP Section 8.5.3 CHANGES TO SCOPE OF EXISTING SERVICES		
Section 8.5.4	The Vendor will meet the objectives, requirements and intent as described in RFP Section 8.5.4 SERVICE PROVIDER LABOR RATES FOR UNANTICIPATED SERVICES AND TASKS		
Section 8.6	The Vendor will meet the objectives, requirements and intent as described in RFP Section 8.6 DELIVERY OF SECURITY		
Section 8.6.1	The Vendor will meet the objectives, requirements and intent as described in RFP Section 8.6.1 PERFORMANCE BOND		
Section 8.6.2	The Vendor will meet the objectives, requirements and intent as described in RFP Section 8.6.2 OTHER REQUIREMENTS PERTAINING TO BONDS		
Section 8.6.3	The Vendor will meet the objectives, requirements and intent as described in RFP Section 8.6.3 THE PENAL SUM OF THE BONDS		
Section 8.6.4	The Vendor will meet the objectives, requirements and intent as described in RFP Section8.6.4 REPLACEMENT OF SURETY		

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Attachment A2 - Financial Requirements Checklist

Health Registry Software Development and Maintenance - Financial Requirements Checklist			
Req ID/RFP Section	**Detailed Description**	**Vendor Accepts in Whole (Y/N)**	**Section and Page number of Vendor's Response Document for Additional Information**
Section 8.6.5	The Vendor will meet the objectives, requirements and intent as described in RFP Section 8.6.5 LETTER OF CREDIT		

Attachment B1: Deliverables Checklist

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Texas Department of State Health Services (DSHS)

Health Registries Software Development and Maintenance Services (HRSD&MS)

Texas Department of State Health Services

John Hellerstedt, M.D.
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Attachment B1 - Deliverables Checklist

Vendors must complete the attached table as part of the RFO Response.

Refer to Exhibit J - DSHS Health Registries Deliverables for detailed deliverable descriptions, references and submission time frames.

For columns entitled 'Vendor Accepts in Whole' and 'Vendor Takes Exception' - The response must consist of a 'Y' for 'Yes' or 'N' for 'No'.

1. If the Vendor marks 'Y' in 'Vendor Accepts in Whole' - The Vendor must mark 'Vendor Takes Exception' as a 'N' since the Vendor accepts as written.
2. If the Vendor marks 'Y' in 'Vendor Takes Exception', the Vendor must mark 'N' in 'Vendor Accepts in Whole'.
3. For each requirement, the Vendor must provide a reference to the Section and Page number in Vendor's Response Document. (Section 4 of Vendor's Technical Proposal) where the relevant information may be found. A direct link to the relevant information within the document for use within electronic copies is preferred.

Health Registries Software Development and Maintenance Deliverables Checklist			
Deliverable	**Vendor Accepts in Whole? (Y/N)**	**Vendor Takes Exception (Y/N)**	**Section and Page Number of Vendor's Response Document for Additional Information**
Article II. Specifications, Section 2.3.1 Transition Deliverables			
Transition Deliverables (leave blank if not applicable)			
Transition Project Work Plan			
Transition Weekly Status Report			

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Attachment B1 - Deliverables Checklist

Readiness Assessment Plan			
Readiness Assessment Results Report			
Finalized PM Plans (Plans required for Day 1 Operations)			
Deliverable	**Vendor Accepts in Whole? (Y/N)**	**Vendor Takes Exception (Y/N)**	**Section and Page Number of Vendor's Response Document for Additional Information**
Article II. Specifications, Section 2.3.2 Application Security Deliverables			
Application Security Deliverables			
Vendor and subcontractors must adhere to and comply with **Exhibit D- HHSC Data Use Agreement (DUA)**			
Vendor and subcontractors must adhere to and comply with **Exhibit E - Security and Privacy Initial Inquiry**			

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Attachment B1 - Deliverables Checklist

Deliverable	Vendor Accepts in Whole? (Y/N)	Vendor Takes Exception (Y/N)	Section and Page Number of Vendor's Response Document for Additional Information
Article II. Specifications, Section 2.5.1.1, Section 2.5.2.1, Section 2.5.3.1, Section 2.5.4.1, and Section 2.5.5.1 Deliverables			
Project Management Deliverables			
Project Management Plan			
Risks/Mitigation Plans			
Issues/Corrective Action Plans			
Article II. Specifications, Section 2.5.1.2, Section 2.5.2.2, Section 2.5.3.2, Section 2.5.4.2, and Section 2.5.5.2 Deliverables			
Design, Develop, and Implement (DDI) and Time and Materials (TAM) Deliverables			
Weekly Status Report			
Monthly Status Report			
Deployment scripts, support documentation, and release notes.			
Deliverable	Vendor Accepts in Whole? (Y/N)	Vendor Takes Exception (Y/N)	Section and Page Number of Vendor's Response Document for Additional Information
Article II. Specifications, Section 2.5.1.3, Section 2.5.2.3, Section 2.5.3.3, Section 2.5.4.3, and Section 2.5.5.3 Deliverables			

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Attachment B1 - Deliverables Checklist

Maintenance Services (MNT) Deliverables			
Deployment scripts, support documentation, and release notes.			
Provide Documentation and training of all software releases			
Deliverable	**Vendor Accepts in Whole? (Y/N)**	**Vendor Takes Exception (Y/N)**	**Section and Page Number of Vendor's Response Document for Additional Information**
	Article II. Specifications, Section 2.3.1 Turnover Deliverables		
Turnover Deliverables			
Turnover Project Work Plan			
Turnover inventory			
Training DSHS resources on operational services			
Turnover results report			

Attachment B2: Past Performance Template

Health Registries Software Development and Maintenance Services (HRSD&MS) Texas Department of State Health Services (DSHS)

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

Attachment B2 - Past Performance Template

General Instructions

For each project reference, the Proposer must complete a Past Performance Template.

The Vendor shall provide a minimum of three (3) client or customer references from similar contracts or projects performed, preferably for federal, State and/or local government, within the last five (5) years verifying each of the following categories:

1. The Vendor and/or its subcontractor(s) has successfully performed transition, operations, and turnover of a complete, health registry system.

2. The Vendor and/or its subcontractor(s) has successfully operated and maintained a complete system of similar complexity and with similar SOW as is included in this RFO.

3. The Vendor and/or its subcontractor(s) has been responsible for providing services largely meeting the requirements of the complete and varied SOW described in this RFO.

4. The Vendor and/or its subcontractor(s) has successfully used SDLC methodology for a minimum of two (2) years, on an enterprise information system running multiple development teams simultaneously.

The Vendor must have a minimum of two (2) references from projects performed within the last five (5) years and must have minimum of five (5) years of experience working with software suites similar to the magnitude and complexity of the Texas Health Registries.

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Attachment B2 - Past Performance Template

Project Name:	
Name and Address of Client:	
Name and Telephone Number of Client Contact:	
Email Address of Client Contact:	
Contract Start Date and Duration:	
Contract Type and Total Cost:	

Brief Description of Project:
Role of Vendor on Contract:
Role of Methodologies on the Project:
Number of Vendor Staff by Position on the Project:
Personnel Assigned to Project that are Proposed for a Role under this Solicitation:
Outcome of the Project:
Relationship of the Project to the Five Health Registry Domains under this Solicitation:

Attachment B3
Key Performance Measures
And Liquidated Damages

V0.1

DSHS Health Registries

Texas Department of State Health Services (DSHS)

RFO No. HHS0001166

Texas Department of State Health Services

John Hellerstedt, M.D.
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Attachment B3 - Key Performance Measures and Liquidated Damages

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Attachment B3 - Key Performance Measures and Liquidated Damages

Key Performance Measures (KPM) with corresponding Liquidated Damages

In the event of under-performance DSHS may require the Vendor to provide a corrective action plan or other remedial steps.

The Vendor will achieve the following Key Performance Measures (KPM) and may have liability for liquidated damages based on KPM failure as further described in each KPM.

For purposes of these KPMs, all measurement periods shall be monthly unless otherwise specified.

Additionally, when a Liquidated Damage refers to a percentage point, or portion thereof, the "portion thereof" means that a full percentage point deviation is not required to assess the Liquidated Damage. For example, if the standard is 99% and the results achieved are 98.6%, the Liquidated Damage that may be assessed is based on 1 percentage point. If the results achieved are 97.9%, the Liquidated Damage that may be assessed is based on 2 percentage points. Days are not prorated.

Day: A calendar day, unless otherwise specified in the text. A calendar day includes Saturday, Sunday, and a national or state holiday listed in Texas Government Code §662.003(a) or (b).

For column entitled 'Vendor Accepts in Whole' - The response must consist of a 'Y' for 'Yes' or 'N' for 'No'.

1. If the Respondent marks 'Y' in 'Vendor Accepts in Whole' - The Respondent accepts as written.
2. If the Respondent marks 'N' in 'Vendor Accepts in Whole' - There must an entry in the **Exhibit B - Assumptions and Exceptions Form** explaining the exception.

Table 1 - KPM and Liquidated Damages

KPM ID	Summary	Description	Measure	Liquidated Damage	Vendor Accepts in Whole (Y/N)	Section and Page number of Vendor's Response Document for Additional Information	Registry
KPM-001	TRA - Transition Completion	The Vendor must prepare and submit an acceptable Readiness Assessment Results Report no later than 15 calendar days prior to the	Each calendar day beyond the due date.	$2,000/calendar day			☒ EMS/Trauma ☒ Birth Defect ☒ Blood Lead ☒ TxHSN ☒ THISIS

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Attachment B3 - Key Performance Measures and Liquidated Damages

KPM ID	Summary	Description	Measure	Liquidated Damage	Vendor Accepts in Whole (Y/N)	Section and Page number of Vendor's Response Document for Additional Information	Registry
		DSHS-approved Transition Phase end date.					
KPM-002	Deliverable Due Dates	The Vendor must meet due dates for all document Deliverables. These include all approved DSHS document deliverables as described in Exhibit J - DSHS Registries Deliverables.	Each business day beyond the plan due date.	$200/business day, not to exceed $4,000 in a given month or the costs incurred by the System Agency, whichever is greater.			☒ EMS/Trauma ☒ Birth Defect ☒ Blood Lead ☒ TxHSN ☒ THISIS
KPM-003	Project resource Personnel	Fill project resource role vacancies within 10 business days, unless an alternate due date is approved by DSHS.	Each business day beyond the due date.	$200/business day, not to exceed $4,000 in a given month or the costs incurred by the System Agency, whichever is greater.			☒ EMS/Trauma ☒ Birth Defect ☒ Blood Lead ☒ TxHSN ☒ THISIS
KPM-004	Deliverables by timely initiation of work	The Vendor must begin work within 5 business days for all DDI, Maintenance, Time and Materials work, by deliverables for each Development Cycle	Each business day beyond the scheduled Development Cycle start date.	$100/business day, not to exceed $4,000 in a given month or the costs incurred by the System Agency, whichever is greater.			☒ EMS/Trauma ☒ Birth Defect ☒ Blood Lead ☒ TxHSN ☒ THISIS

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Attachment B3 - Key Performance Measures and Liquidated Damages

KPM ID	Summary	Description	Measure	Liquidated Damage	Vendor Accepts in Whole (Y/N)	Section and Page number of Vendor's Response Document for Additional Information	Registry
KPM-005	Deliverable Quality	All known Severity 2 or higher defects must be resolved by the Vendor prior to the scheduled production deployment.	Each instance of an identified Severity 2 or higher defect not being resolved prior to the scheduled production deployment.	$1000 per defect for failure to meet the KPM.			☒ EMS/Trauma ☒ Birth Defect ☒ Blood Lead ☒ TxHSN ☒ THISIS
KPM-006	Web Services	Web services must be able to process a. 80% of all transactions per day must be complete in 4 seconds. b. 10% of all transactions for per day must be complete in 8 seconds. c. 10% of all transactions for per day must be complete in 12 seconds.	Based upon DSHS approved response time.	$200 per each percentage point below 80% missed per calendar day			☒ EMS/Trauma ☒ Birth Defect ☒ Blood Lead ☒ TxHSN ☒ THISIS

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Attachment B3 - Key Performance Measures and Liquidated Damages

KPM ID	Summary	Description	Measure	Liquidated Damage	Vendor Accepts in Whole (Y/N)	Section and Page number of Vendor's Response Document for Additional Information	Registry
		d. No more than 20,000 transactions in backlog per month					
KPM-007	Vendor Help Desk Support Timeliness	Vendor complete the analysis and triage of assigned Registry Help Desk Tickets (RHDTs) within 2 business days unless an alternate due date is approved by DSHS.	Each instance of an RHDT not being completed within 2 business days (or other DSHS-approved due date).	$100 per RHDT for failure to meet the KPM.			☒ EMS/Trauma ☒ Birth Defect ☒ Blood Lead ☒ TxHSN ☒ THISIS
KPM-008	Production Defect Correction	The Vendor must correct production defects and data fixes according to the following resolution times: a. **Severity 1 - Critical (S1)** – The Vendor must resolve Severity 1 production defects within 8 clock hours after the defect is opened.	Each instance of a production defect not completed within the clock hour or calendar day	Liquidated damages per production defect based on severity are: a. Severity 1: $500 per clock hour beyond 8 hours b. Severity 2: $500 per calendar day beyond 3 days			☒ EMS/Trauma ☒ Birth Defect ☒ Blood Lead ☒ TxHSN ☒ THISIS

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Attachment B3 - Key Performance Measures and Liquidated Damages

KPM ID	Summary	Description	Measure	Liquidated Damage	Vendor Accepts in Whole (Y/N)	Section and Page number of Vendor's Response Document for Additional Information	Registry
		b. **Severity 2 - Major (S2)** – The Vendor must resolve Severity 2 production defects within 3 calendar days after the defect is opened. c. **Severity 3 - Medium (S3)** – The Vendor must resolve Severity 3 production defects within 8 calendar days after the defect is opened. d. **Severity 4 - Minor (S4)** – The Vendor must resolve Severity 4 production defects within 30 calendar days after the production defect is opened or at a later date as agreed by DSHS.	resolution time.	c. Severity 3: $500 per calendar day beyond 8 days d. Severity 4: $100 per calendar day beyond 30 days.			
KPM-009	UAT Environment Defect Correction	The Vendor must correct UAT environment defects and data fixes according to the following resolution times: a. **Severity 1 - Critical (S1)** – The Vendor must resolve Severity 1 UAT defects within 8 clock hours after the defect is opened. b. **Severity 2 - Major (S2)** – The Vendor must resolve	Prior to promoting UAT build to production all Severity level 1 and Severity level 2 must be addressed.	Liquidated damages per UAT defect based on severity are: a. Severity 1: $500 per clock hour beyond 8 hours b. Severity 2: $500 per calendar day beyond 3 days			☒ EMS/Trauma ☒ Birth Defect ☒ Blood Lead ☒ TxHSN ☒ THISIS

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Attachment B3 - Key Performance Measures and Liquidated Damages

KPM ID	Summary	Description	Measure	Liquidated Damage	Vendor Accepts in Whole (Y/N)	Section and Page number of Vendor's Response Document for Additional Information	Registry
		Severity 2 UAT defects within 3 calendar days after the defect is opened. c. **Severity 3 - Medium (S3)** – The Vendor must resolve Severity 3 UAT defects within 8 calendar days after the defect is opened. d. **Severity 4 - Minor (S4)** – The Vendor must resolve Severity 4 UAT defects within 30 calendar days after the production defect is opened or at a later date as agreed by DSHS.		c. Severity 3: $500 per calendar day beyond 8 days d. Severity 4: $100 per calendar day beyond 30 days.			
KPM-010	DDI, SMS, and TAM High Level Estimate Requests	High Level Estimate Requests must be delivered to DSHS in the approved format within the timeframe required by DSHS in accordance with the Change Management Plan. During a Legislative Session, DSHS may request an HLE request response in less than 24 hours.	Each business day beyond the due date.	$200/business day, not to exceed $4,000 in a given month or the costs incurred by the System Agency, whichever is greater.			☒ EMS/Trauma ☒ Birth Defect ☒ Blood Lead ☒ TxHSN ☒ THISIS

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Attachment B3 - Key Performance Measures and Liquidated Damages

KPM ID	Summary	Description	Measure	Liquidated Damage	Vendor Accepts in Whole (Y/N)	Section and Page number of Vendor's Response Document for Additional Information	Registry
KPM-011	Austin Data Center (ADC) Unit Testing	Vendor must unit test their build and DEMO that build to DSHS team in the Austin Data Center prior to DSHS performing UAT	Failed unit test and DEMO in ADC	Until DSHS receives and approves an acceptable build that vendor has performed unit testing in ADC, vendor will incur $100 per day for each business day until an acceptable build is approved by DSHS.			⊠ EMS/Trauma ⊠ Birth Defect ⊠ Blood Lead ⊠ TxHSN ⊠ THISIS
KPM-012	Communication	Vendor must communicate project status, all test results and milestones with DSHS in accordance to the Communication plan in the DSHS Process Guide. (release notes)	Failed communication points	$200/day after agreed upon date of communication point.			⊠ EMS/Trauma ⊠ Birth Defect ⊠ Blood Lead ⊠ TxHSN ⊠ THISIS
KPM-013	Security Exploits	Vendor must provide DSHS a report of any application security exploits within one calendar day of the discovery, followed by a corrective action report detailing all mitigation steps taken.	Each calendar day after discovery of exploit.	$2000/calendar day or the costs incurred by the System Agency, whichever is greater.			⊠ EMS/Trauma ⊠ Birth Defect ⊠ Blood Lead ⊠ TxHSN ⊠ THISIS

Texas Department of State Health Services

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Attachment B3 - Key Performance Measures and Liquidated Damages

KPM ID	Summary	Description	Measure	Liquidated Damage	Vendor Accepts in Whole (Y/N)	Section and Page number of Vendor's Response Document for Additional Information	Registry
KPM-014	TUR - Turnover Completion	The Vendor must prepare and submit an acceptable Turnover Results Report no later than 15 calendar days prior to the DSHS-approved Turnover Phase end date.	Each calendar day after documented discovery date of the application security exploit.	$2,000/calendar day or the costs incurred by the System Agency, whichever is greater.			☒ EMS/Trauma ☒ Birth Defect ☒ Blood Lead ☒ TxHSN ☒ THISIS

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Attachment B3 - Key Performance Measures and Liquidated Damages

Additional KPM Details - Application Production Defect Correction

KPM-008 - Application Production Defect Correction RFO 2.7.1.3. The following definitions apply to this KPM:

Start of Time Frame - The time frame starts when the defect is created in the State-approved tool.

Resolution - The logged defect is considered "resolved" for the purposes of this KPM when the fixed code is promoted and checked into a code stream for DSHS to promote, build, and deploy.

For this purposes of this logged defect, DSHS will only count elapsed time in which logged defect is within a status for which the Vendor has responsibility for action. Logged production defects are entered into State-Approved defect tracking tool and are triaged by the Vendor. Valid production defects must be resolved in accordance with the resolution times assigned to each severity level as indicated in the following table:

Table 2 - Production Defect Correction

Production Defect Levels and Required Resolution Times		
Severity Level	**Maximum Time to Resolve the Production Defect**	**Criteria for "Resolution"**
Severity 1 - Critical (S1) – The defect significantly impairs the user's normal business operations or causes DSHS to be out of compliance with federal or state laws and regulations (show stopper).	8 clock hours, to begin when the STATE APPROVED DEFECT TRACKING TOOL ticket is opened	Application code promoted and checked into a code stream for DSHS to promote, build, and deploy for DSHS testing
Severity 2 - Major (S2) – The defect does not significantly impair the user's normal business operations or compliance of DSHS but causes core functionality not to operate correctly (no workaround exists).	3 calendar days, to begin when the STATE APPROVED DEFECT TRACKING TOOL ticket is opened	Application code promoted and checked into a code stream for DSHS to promote, build, and deploy for DSHS testing
Severity 3 - Medium (S3) – The defect does not significantly impair the user's normal business operations or compliance of DSHS and does not affect core functionality.	8 calendar days or Next release scheduled >= 10 business days.	N/A
Severity 4 - Minor (S4) – The defect has little or no consequence on the user's normal business operations and does not affect the compliance of the IIS or the core functionality.	30 calendar days or later date agreed to by DSHS	Application code promoted and checked into a code stream for DSHS to promote, build, and deploy for DSHS testing

Attachment B4:
Vendor Project Organizational Chart and
Project Personnel
V0.1

DSHS Health Registries
Texas Department of State Health Services (DSHS)

RFO No. HHS0001166

Texas Health and Human Services

Texas Department of State Health Services

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Attachment B4 - Vendor Project Organizational Chart and Project Personnel

1. **The Vendor must complete and submit this attachment as part of the appendices.**

2. **The Vendor must provide a Project Organizational Chart (attached chart must be in pdf, or jpeg). Ensure the attached Project Organizational Chart is viewable without pixilation or distortion.**

3. **The Vendor must complete and submit this attachment as part of the appendices in the Technical /Business Proposal. The Vendor will enter the following information:**

    a. **Project Role**

    b. **The associated resource role from Exhibit L- Project Personnel document**

    c. **The name of the proposed individual**

    d. **Summary of the resource qualification that complies with the preferred minimum qualification from Exhibit L**

    e. **PER - 0001 provides an example. Please delete this when submitting the completed attachment**

Texas Department of State Health Services

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Attachment B4 - Vendor Project Organizational Chart and Project Personnel

Table 1: Personnel Roles according to Health Registries Project Personnel

ID	Project Role	Resource Role	Name	Qualifications / Certifications
PER-0001 (example)	Vendor Contract Manager	Project Director	John Doe	Five (5) years of experience as Project Director at Utah state welfare system Two (2) years as Project Manager at IBM Two (2) years as Project Manager at HHSC with good understanding of HHSC programs, Eligibility Determination, and the related Federal and Texas laws and regulations Certifications - PMI-PMP, PMI-ACP, Certified Scrum Master
PER - 0002				
PER - 0003				
PER - 0004				
PER - 0005				
PER - 0006				
PER - 0007				
PER - 0008				
PER - 0009				
PER - 0010				
PER - 0011				
PER - 0012				
PER - 0013				
PER - 0014				
PER - 0015				
PER - 0016				

Attachment B5: Health Registries Requirements Checklist

V0.1

Texas Department of State Health Services (DSHS)

DSHS Health Registries Software Development and Maintenance (HRSD&M)

RFO No. HHS0001166

Texas Department of State Health Services

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Attachment B5 - Health Registries Requirements Checklist

Vendors must complete the attached table as part of the RFO Response.

For column entitled 'Vendor Accepts in Whole' - The response must consist of a 'Y' for 'Yes' or 'N' for 'No'.

1. If the Vendor marks 'Y' in 'Vendor Accepts in Whole' - The Vendor accepts as written.
2. If the Vendor marks 'N' in 'Vendor Accepts in Whole' - There must be an entry in Exhibit B - Assumptions and Exceptions Form explaining the exception.
3. For each requirement, the Vendor must provide a reference to the Section and Page number in Vendor's Response Document (Section 4 of Vendor's Technical Proposal) where the relevant information may be found. A direct link to that location within the document for use within electronic copies is preferred.

Health Registries Software Development and Maintenance - Requirements Checklist			
REQ ID/RFO Section	**Detailed Description**	**Vendor Accepts in Whole (Y/N)**	**Section and page number of Vendor's response document for additional information**
Article II. Executive Summary, Definitions, and Authority			
Section 1.1	Vendor will meet the HHSC objectives, requirements and intent for this procurement as described in RFO Section 1.1 EXECUTIVE SUMMARY		

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Attachment B5 - Health Registries Requirements Checklist

Health Registries Software Development and Maintenance - Requirements Checklist			
REQ ID/RFO Section	**Detailed Description**	**Vendor Accepts in Whole (Y/N)**	**Section and page number of Vendor's response document for additional information**
Section 1.2	Vendor will meet the HHSC objectives, requirements and intent for this procurement as described in RFO Section 1.2 HHSC POINT OF CONTACT		
Article II. Statement of Work			
Section 2.1	The Vendor will meet the objectives, requirements and intent as described in RFO Section 2.1 INTERPRETIVE CONDITIONS.		
Section 2.3	The Vendor will meet the objectives, requirements and intent as described in RFO Section 2.3 COMMON ACROSS REGISTRIES (CAR)		
Section 2.3.1	If applicable, the Vendor will meet the objectives, requirements and intent as described in RFO Section 2.3.1 TRANSISTION SERVICES (TRA)		
Section 2.3.2	The Vendor will meet the objectives, requirements and intent as described in RFO Section 2.3.2 APPLICATION SECURITY REQUIREMENTS (ASR)		
Section 2.3.3	The Vendor will meet the objectives, requirements and intent as described in RFO Section 2.3.3 MAINTENANCE SERVICES (MNT) FIXED STAFFING SERVICES (FSS)		

Section 2.3.4	The Vendor will meet the objectives, requirements and intent as described in RFO Section 2.3.5 DETAILED AND SHARED HEALTH REGISTRY REQUIRMENTS		

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Attachment B5 - Health Registries Requirements Checklist

Health Registries Software Development and Maintenance - Requirements Checklist			
REQ ID/RFO Section	**Detailed Description**	**Vendor Accepts in Whole (Y/N)**	**Section and page number of Vendor's response document for additional information**
Section 2.3.5	The Vendor will meet the objectives, requirements and intent as described in RFO Section 2.3.3 TURNOVER SERVICES (TUR)		
Section 2.5.1	The Vendor will meet the objectives, requirements and intent as described in RFO Section 2.5.1 EMS/TRAUMA REGISTRY (EMSTR)		
Section 2.5.2	The Vendor will meet the objectives, requirements and intent as described in RFO Section 2.5.2 BIRTH DEFECT REGISTRY (BDR)		
Section 2.5.3	The Vendor will meet the objectives, requirements and intent as described in RFO Section 2.5.3 CHILD AND ADULT BLOOD LEAD REGISTRY (BLR)		
Section 2.5.4	The Vendor will meet the objectives, requirements and intent as described in RFO Section 2.5.4 TEXAS HEALTHCARE SAFETY NETWORK REGISTRY (TxHSN)		
Section 2.5.5	The Vendor will meet the objectives, requirements and intent as described in RFO Section 2.5.5 TB/HIV/STD (THISIS) REGISTRY		

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Attachment B5 - Health Registries Requirements Checklist

REQ ID/RFO Section	Detailed Description	Vendor Accepts in Whole (Y/N)	Section and page number of Vendor's response document for additional information
Health Registries Software Development and Maintenance - Requirements Checklist			
Article III. Administrative Services			
Section 3.3	The Vendor will meet the objectives, requirements and intent as described in RFP Section 3.3 IRREGULARITIES		
Section 3.4	The Vendor will meet the objectives, requirements and intent as described in RFP Section 3.4 INFORMALITIES		
Section 3.5.1	The Vendor will meet the objectives, requirements and intent as described in RFP Section 3.5.1 POINT OF CONTACT		
Section 3.5.2	The Vendor will meet the objectives, requirements and intent as described in RFP Section 3.5.2 PROHIBITED COMMUNICATION		
Section 3.5.3	The Vendor will meet the objectives, requirements and intent as described in RFP Section 3.5.3 EXCEPTION TO SINGLE POINT OF CONTACT		
Section 3.5.4	The Vendor will meet the objectives, requirements and intent as described in RFP Section 3.5.4 QUESTIONS		
Section 3.5.5	The Vendor will meet the objectives, requirements and intent as described in RFP Section 3.5.5 CLARIFICATION		

Attachment B5 - Health Registries Requirements Checklist

	Health Registries Software Development and Maintenance - Requirements Checklist		
REQ ID/RFO Section	**Detailed Description**	**Vendor Accepts in Whole (Y/N)**	**Section and page number of Vendor's response document for additional information**
Section 3.6	The Contractor will meet the objectives, requirements and intent as described in RFP Section 3.6 PROCUREMENT LIBRARY		
Section 3.7	The Contractor will meet the objectives, requirements and intent as described in RFP Section 3.7 SOLICITATION RESPONSE COMPOSITION		
Section 3.7.1	The Contractor will meet the objectives, requirements and intent as described in RFP Section 3.7.1 GENERAL		
Section 3.7.2	The Contractor will meet the objectives, requirements and intent as described in RFP Section 3.7.2 SUBMISSION IN SEPARATE PARTS		
Section 3.7.3	The Contractor will meet the objectives, requirements and intent as described in RFP Section 3.7.3 PAGE LIMIT AND SUPPORTING DOCUMENTATION		
Section 3.7.4	The Contractor will meet the objectives, requirements and intent as described in RFP Section 3.7.4 DISCREPANCIES		
Section 3.7.5	The Contractor will meet the objectives, requirements and intent as described in RFP Section 3.7.5 EXCEPTIONS		
Section 3.7.6	The Contractor will meet the objectives, requirements and intent as described in RFP Section 3.7.6 ASSUMPTIONS		

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Attachment B5 - Health Registries Requirements Checklist

REQ ID/RFO Section	Detailed Description	Vendor Accepts in Whole (Y/N)	Section and page number of Vendor's response document for additional information
**Health Registries Software Development and Maintenance - Requirements Checklist**			
Section 3.8	The Contractor will meet the objectives, requirements and intent as described in RFP Section 3.8 SOLICITATION RESPONSE SUBMISSION AND DELIVERY		
Section 3.8.1	The Contractor will meet the objectives, requirements and intent as described in RFP Section 3.8.1 DEADLINE		
Section 3.8.2	The Contractor will meet the objectives, requirements and intent as described in RFP Section 3.8.2 LABELING		
Section 3.8.3	The Contractor will meet the objectives, requirements and intent as described in RFP Section 3.8.3 DELIVERY		
Section 3.8.4	The Contractor will meet the objectives, requirements and intent as described in RFP Section 3.8.4 ALTERATIONS, MODIFICATIONS, AND WITHDRAWALS		
Section 3.9	The Contractor will meet the objectives, requirements and intent as described in RFP Section 3.9 GENERAL OFFER TERMS		
Section 3.9.1	The Contractor will meet the objectives, requirements and intent as described in RFP Section 3.9.1 AMENDMENT		
**Article IV. SOLICITATION RESPONSE EVALUATION AND WARD PROCESS**			
Section 4.1.1	The Contractor will meet the objectives, requirements and intent as described in RFP Section 4.1.1 CONFORMANCE WITH STATE LAW		

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Attachment B5 - Health Registries Requirements Checklist

| Health Registries Software Development and Maintenance - Requirements Checklist |
REQ ID/RFO Section	Detailed Description	Vendor Accepts in Whole (Y/N)	Section and page number of Vendor's response document for additional information
Section 4.1.2	The Contractor will meet the objectives, requirements and intent as described in RFP Section 4.1.2 MINIMUM QUALIFICATIONS		
Section 4.1.3	The Contractor will meet the objectives, requirements and intent as described in RFP Section 4.1.3 SPECIFIC CRITERIA		
Section 4.1.4	The Contractor will meet the objectives, requirements and intent as described in RFP Section 4.1.4 OTHER INFORMATION		
Section 4.2	The Contractor will meet the objectives, requirements and intent as described in RFP Section 4.2 INITIAL COMPLIANCE SCREENING		
Section 4.3	The Contractor will meet the objectives, requirements and intent as described in RFP Section 4.3 COMPETITIVE RANGE AND BEST AND FINAL OFFER		
Section 4.4	The Contractor will meet the objectives, requirements and intent as described in RFP Section 4.4 ORAL PRESENTATIONS AND SITE VISITS		
Section 4.5	The Contractor will meet the objectives, requirements and intent as described in RFP Section 4.5 QUESTIONS OR REQUESTS FOR CLARIFICATION BY HHSC		

Attachment B5 - Health Registries Requirements Checklist

REQ ID/RFO Section	Detailed Description	Vendor Accepts in Whole (Y/N)	Section and page number of Vendor's response document for additional information
Health Registries Software Development and Maintenance - Requirements Checklist			
ARTICLE V. BUSINESS / TECHNICAL PROPOSAL			
Section 5.1	The Contractor will meet the objectives, requirements and intent as described in RFP Section 5.1 TRANSMITTAL LETTER		
Section 5.2	The Contractor will meet the objectives, requirements and intent as described in RFP Section 5.2 EXECUTIVE SUMMARY		
Section 5.3	The Contractor will meet the objectives, requirements and intent as described in RFP Section 5.1.4 VENDOR PROJECT ORGANIZATION CHART		
Section 5.4	The Contractor will meet the objectives, requirements and intent as described in RFP Section 5.4 DOMAIN APPROACH		
Section 5.5	The Contractor will meet the objectives, requirements and intent as described in RFP Section 5.5 SUBDOMAIN APPROACH		

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Attachment B5 - Health Registries Requirements Checklist

Health Registries Software Development and Maintenance - Requirements Checklist			
REQ ID/RFO Section	**Detailed Description**	**Vendor Accepts in Whole (Y/N)**	**Section and page number of Vendor's response document for additional information**
Section 5.6	The Contractor will meet the objectives, requirements and intent as described in RFP Section 5.3 APPENDICES FOR TECHNICAL AND BUSINESS PROPOSALS		
ARTICLE VI. REQUIRED VENDOR INFORMATION			
Section 6.1	The Contractor will meet the objectives, requirements and intent as described in RFP Section 6.1 COMPANY INFORMATION		

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Attachment B5 - Health Registries Requirements Checklist

Health Registries Software Development and Maintenance - Requirements Checklist			
REQ ID/RFO Section	Detailed Description	Vendor Accepts in Whole (Y/N)	Section and page number of Vendor's response document for additional information
Section 6.1.1	The Contractor will meet the objectives, requirements and intent as described in RFP Section 6.1.1 COMPANY NARRATIVE		
Section 6.1.2	The Contractor will meet the objectives, requirements and intent as described in RFP Section 6.1.2 COMPANY PROFILE		
Section 6.2	The Contractor will meet the objectives, requirements and intent as described in RFP Section 6.2 REFERENCES		
Section 6.3	The Contractor will meet the objectives, requirements and intent as described in RFP Section 6.3 MAJOR SUBCONTRACTOR INFORMATION		
Section 6.4	The Contractor will meet the objectives, requirements and intent as described in RFP Section 6.4 LITIGATION AND CONTRACT HISTORY		
Section 6.5	The Contractor will meet the objectives, requirements and intent as described in RFP Section 6.5 CONFLICTS		
Section 6.6	The Contractor will meet the objectives, requirements and intent as described in RFP Section 6.6 AFFIRMATIONS, CERTIFICATIONS		

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Attachment B5 - Health Registries Requirements Checklist

Health Registries Software Development and Maintenance - Requirements Checklist			
REQ ID/RFO Section	**Detailed Description**	**Vendor Accepts in Whole (Y/N)**	**Section and page number of Vendor's response document for additional information**
Section 6.9	The Contractor will meet the objectives, requirements and intent as described in RFP Section 6.9 HUB SUBCONTRACTING PLAN		
ARTICLE VII. COST PROPOSAL			
Section 7.1	The Contractor will meet the objectives, requirements and intent as described in RFP Section 7.1 COST PROPOSAL		
Section 7.2	The Contractor will meet the objectives, requirements and intent as described in RFP Section 7.2 COST PROPOSAL SUBMISSION		
Section 7.3	The Contractor will meet the objectives, requirements and intent as described in RFP Section 7.3 COST PROPOSAL INSTRUCTIONS		
Section 7.3.1	The Contractor will meet the objectives, requirements and intent as described in RFP Section 7.3.1 SECTION 1 - COVER LETTER		
Section 7.3.2	The Contractor will meet the objectives, requirements and intent as described in RFP Section 7.3.2 SECTION 2 - COST PROPOSAL ASSUMPTIONS		
Section 7.3.3	The Contractor will meet the objectives, requirements and intent as described in RFP 7.3.3 SECTION 3 - RESPONSE TO FINANCIAL REQUIREMENTS		

Texas Department of State Health Services

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Attachment B5 - Health Registries Requirements Checklist

Health Registries Software Development and Maintenance - Requirements Checklist			
REQ ID/RFO Section	**Detailed Description**	**Vendor Accepts in Whole (Y/N)**	**Section and page number of Vendor's response document for additional information**
Section 7.3.4	The Contractor will meet the objectives, requirements and intent as described in RFP Section 7.3.4 SECTION 4 - PRICING WORKBOOK		
Section 7.3.4.1	The Contractor will meet the objectives, requirements and intent as described in RFP 7.3.4.1 PRICING WORKSHEETS		
Section 7.3.4.2	The Contractor will meet the objectives, requirements and intent as described in RFP Section 7.3.4.2 TOTAL PRICE SUMMARY WORKSHEET		
Section 7.3.4.3	The Contractor will meet the objectives, requirements and intent as described in RFP Section 7.3.4.3 TRANSITION SERVICES PRICING WORKSHEET (TRA_A)		
Section 7.3.4.4	The Contractor will meet the objectives, requirements and intent as described in RFP Section 7.3.4.4 EMS/TRAUMA REGISTRY PRICING WORKSHEET (EMST_B)		
Section 7.3.4.5	The Contractor will meet the objectives, requirements and intent as described in RFP Section 7.3.4.5 BIRTH DEFECTS REGISTRY PRICING WORKSHEET (BDR_B)		
Section 7.3.4.6	The Contractor will meet the objectives, requirements and intent as described in RFP Section 7.3.4.6 BLOOD LEAD REGISTRY PRICING WORKSHEET (BLR_B)		

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Attachment B5 - Health Registries Requirements Checklist

Health Registries Software Development and Maintenance - Requirements Checklist			
REQ ID/RFO Section	**Detailed Description**	**Vendor Accepts in Whole (Y/N)**	**Section and page number of Vendor's response document for additional information**
Section 7.3.4.7	The Contractor will meet the objectives, requirements and intent as described in RFP Section 7.3.4.7 TEXAS HEALTHCARE SAFETY NETWORK REGISTRY PRICING WORKSHEET (TxHSN_B)		
Section 7.3.4.8	The Contractor will meet the objectives, requirements and intent as described in RFP Section 7.3.4.8 TB/HIV/STD REGISTRY PRICING WORKSHEET (THISIS_B)		
Section 7.3.4.9	The Contractor will meet the objectives, requirements and intent as described in RFP Section 7.3.4.9 MAINTENANCE - FIXED STAFFING SERVICES SUBDOMAIN PRICING WORKSHEET (FSS_A)		
Section 7.3.4.10	The Contractor will meet the objectives, requirements and intent as described in RFP Section 7.3.4.10 TURNOVER SERVICES PRICING WORKSHEET (TUR_A)		
Section 7.3.4.11	The Contractor will meet the objectives, requirements and intent as described in RFP Section 7.3.4.11 LABOR RATES WORKSHEET		
Section 7.3.5	The Contractor will meet the objectives, requirements and intent as described in RFP Section 7.3.5 SECTION 5 FINANCIAL STATEMENTS		

Section 7.3.6	The Contractor will meet the objectives, requirements and intent as described in RFP Section 7.3.6 SECTION 6 - FINANCIAL SECURITY REQUIREMENTS		

Attachment C:

DSHS ACRONYMS AND GLOSSARY

Health Registries
Department of State Health Services (DSHS)
RFO No. HHS0001166

Texas Department of State Health Services

John Hellerstedt, M.D.
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Attachment C
DSHS Acronyms and Glossary
Table of Contents

I. Acronyms

Acronyms	
Term	**Description**
24/7/365	24 hours per day, 7 days per week, and 365 days per year
AAA	Abdominal Aortic Aneurism repair surgery
ADA	Americans with Disabilities Act
API	Application Program Interface
APIC	Association for Professionals in Infection Control and Epidemiology
App Dev	Application Development
APPS-ASRB	Applications - Architectural Standards Review Board
ARB	Architectural Review Board
ASA	American Society of Anesthesiologists
ASC	Ambulatory Surgery Center
AUD	Audit Support Requirements (Prefix for Requirements ID)
BAFO	Best and Final Offer
BAT	Batch Operations (Prefix for Requirements ID)
BTD	Build Test and Deploy Services (Prefix for Requirements ID)
CARD	Cardiac Surgery
CAS	Cost Accounting Standards
CASB	Cost Accounting Standards Board
CASB DS	Cost Accounting Standards Board Disclosure Statement
CAUTI	Catheter associated urinary tract infections
CBGB	Coronary Artery Bypass Graft with both chest and donor site incisions
CBGC	Coronary Artery Bypass Graft with chest incision only
CBIC	Certification Board of Infection Control and Epidemiology
CDAD	Clostridium difficile associated disease
CDC	Centers for Disease Control and Prevention
CEA	Carotid Endarterectomy
CFG	Configuration Management (Prefix for Requirements ID)

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Attachment C
DSHS Acronyms and Glossary

Acronyms	
Term	**Description**
CFR	Code of Federal Regulations (Also a prefix for Requirements ID - Contractor Facility Requirements)
CI	Confidence Interval
CIC	Certification in Infection Prevention and Control
CISO	Chief Information Security Officer
CLABSI	Central Line-Associated Blood Stream Infection
CMDB	Configuration Management Database
CMMI	Capability Maturity Model Integration
CMP	Change Management Plan
CMS	Centers for Medicare and Medicaid Services
COLO	Colon Surgery
CPA	State of Texas Comptroller of Public Accounts
CST	Central Standard Time
CTCM	Certified Texas Contract Manager
CTPM	Certified Texas Procurement Manager
DBA	Database Administration (Prefix for Requirements ID)
DDI	Design, Development, and Implementation
DDL	Data Description Language
DEV	Development
DGD	Deliverable Guideline Document
DHHS	Department of Health and Human Services (U.S)
DHQP	Division of Healthcare Quality Promotion at the CDC
DIR	Texas Department of Information Resources
DIS	Discovery Services (Prefix for Requirements ID)
DML	Data Manipulation Language
DSHS	Department of State Health Services
DUA	Data Use Agreement
EDI	Electronic Data Interchange
EIR	Electronic and Information Resources
EIS-AUP	Enterprise Information Security - Acceptable Use Policy
ENV	Environment Management (Prefix for Requirements ID)
ePHI	Electronic Protected Health Information
ESBD	Electronic State Business Daily
EUA	End User Advisory Services (Prefix for Requirements ID)

Attachment C
DSHS Acronyms and Glossary

Acronyms	
Term	**Description**
FAR	Federal Acquisition Regulation
FFP	Federal Financial Participation
FFY	Federal Fiscal Year
FOC	Full Operational Capacity
FTE	Full-Time Employee
FTP	File Transfer Protocol
FUSN	Spinal Fusion surgery
FY	Fiscal Year
GAAP	Generally Accepted Accounting Principles
GUI	Graphical User Interface
HAI	Health care-associated infection
HB	House Bill
HHS	Health and Human Services
HHSC	Texas Health and Human Services Commission
HICPAC	Healthcare Infection Control Practices Advisory Committee
HIPAA	Health Insurance Portability and Accountability Act of 1996
HLE	High Level Estimate
HMO	Health Maintenance Organization
HP-ALM	Hewlett - Packard Application Lifecycle Management © (Hewlett Packard ALM (HP ALM))
HPRO	Hip Prosthesis surgery
HRFR	Health Registry Financial Requirement
HSP	HUB Subcontracting Plan
HSR	Health Service Region
HTP	Heart Transplant surgery
HUB	Historically Underutilized Business
HYST	Abdominal Hysterectomy
ICD-9	International Classification of Diseases, Ninth Revision
ICU	Intensive Care Unit
IG	HHSC Office of the Inspector General
IP	Infection Preventionist
IRS	Integration and Release Support Services (Prefix for Requirements ID)

Attachment C
DSHS Acronyms and Glossary

Acronyms	
Term	**Description**
ISO	Information Security Officer
JIP	Joint Interface Plan
KEY	Key Personnel (Prefix for Requirements ID)
KPI	Key Performance Indicators
KPRO	Knee Prosthesis surgery
LAM	Laminectomy surgery
LAN	Local Area Network
LBB	Legislative Budget Board
LDAP	Lightweight Directory Access Protocol
LDBA	Logical Database Administrator
LLC	Limited Liability Corporations
MDRO	Multidrug Resistant Organism
MNT	Software Maintenance Using (Prefix for Requirements ID)
MOR	Manage Office Resources
MRSA	Methicillin Resistant Staphylococcus aureus
NHSN	National Healthcare Safety Network
NICU	Neonatal Intensive Care Unit
NIST	National Institute of Standards and Technology
OAG	Texas Office of the Attorney General
OPS-ASRB	Operations Architectural Standards Review Board
OS	Operating System
OSHA	Occupational Safety and Health Administration
OSR	Other HHSC Support Requests (Prefix for Requirements ID)
PAE	Preventable Adverse Event
PCS	Procurement and Contracting Services
PDF	Portable Document Format
PDR	Project Deliverables Requirements (Prefix for Requirements ID)
PER	Project Personnel (Prefix for Requirements ID)
PHI	Protected Health Information
PIA	Public Information Act
PII	Personally Identifiable Information
PMI	Project Management Institute
PMO	Project Management Office

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DSHS Acronyms and Glossary

Acronyms	
Term	**Description**
PMP	Project Management Professional
PO	Product Owners (Within the HHSC Agile SDLC methodology and process)
POA	Present on Admission
PPM	Project Portfolio Management
PROD	Production
PVBY	Peripheral Vascular Bypass Surgery
QA	Quality Assurance
QIO	Quality Improvement Organization
REST	Representational State Transfer
RFO	Request for Offer
RFUSN	Re-fusion of Spine surgery
RITS	Request for IT Services
ROI	Return on Investment
SB	Senate Bill
SDLC	Software Development Life Cycle
SEC	Securities and Exchange Commission
SFTP	Secure File Transfer Protocol
SFY	State Fiscal Year
SHEA	Society for Healthcare Epidemiologists of America
SIT	Systems Integration Testing
SLA	Service Level Agreement
SME	Subject Matter Expert
SMS	Software Maintenance Services
SOA	Service Oriented Architecture
SOW	Statement of Work or Scope of Work
SPI	Security and Privacy Initial Inquiry
SQL	Structured Query Language
SR	Service Request
SRM	Service Request Management (Prefix for Requirements ID)
SSI	Surgical site infection
SSM	HHSC Server System Maintenance group
STA	Project Staff Requirements (Prefix for Requirements ID)
TAC	Texas Administrative Code

Attachment C
DSHS Acronyms and Glossary

Acronyms	
Term	**Description**
TAHQ	Texas Association for Healthcare Quality
TASCS	Texas Ambulatory Surgery Center Society
TBD	To Be Determined
THAF	Texas Hospital Association Foundation
THAQ	Texas Association for Healthcare Quality
THCIC	Texas Health Care Information Collection
TMA	Texas Medical Association
TMF	Texas Medical Foundation
TRA	Transition (Prefix for Requirements ID)
TRS	All Applications Requirements (Prefix for Requirements ID)
TSICP	Texas Society of Infection Control and Prevention
TUR	Turnover (Prefix for Requirements ID)
TxDot	Texas Department of Transportation
TXHSN	Texas Healthcare Safety Network
UAT	User Acceptance Testing
UTCs	HHSC's Uniform Contract Terms and Conditions
UTHSC	University of Texas Health Science Center
VHYS	Vaginal Hysterectomy surgery
VSHN	Ventricular Shunt surgery
WAN	Wide-Area Network

II.   Glossary

Glossary	
Term	**Definition**
Accessibility Standards	The Texas accessibility standards for Electronic and Information Resources (EIR) that comply with the applicable specifications, including, but limited to, the Electronic and Information

Glossary	
Term	**Definition**
	Resources Accessibility Standards (Volume 1 Texas Administrative Code (TAC) Chapter 213).
Acceptance Criteria	A set of statements that specify both functional and non-functional requirements. A set of Acceptance Criteria defines the functionality and desired result of a User Story, and is used to confirm when a story is complete and working as intended must satisfy to be accepted by the user or Product Owner.
Addendum	A written clarification or revision to this Solicitation issued by the System Agency.
Affiliate	An entity (subsidiary group or person) that is officially attached or connected to an organization.
Software Delivery Life Cycle (SDLC)	Software development is a group of software development methods in which solutions evolve through collaboration between self-organizing, cross-functional teams. It promotes adaptive planning, evolutionary development, early delivery, continuous improvement, and encourages rapid and flexible response to change.
Award	Granting the Contract to the selected Vendor.
Business Operations Support	The HHS business areas that are the primary customer for the Health Regstries, including but not limited to: • EMS/Trauma • Birth Defect • Blood Lead • THISIS
Business Proposal	The portion of a RFP Response that contains the information required in Section 5.1 of the RFP.

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Glossary	
Term	**Definition**
CMS	Centers for Medicare and Medicaid Services which is the federal agency responsible for administering Medicare and overseeing state administration of Medicaid and CHIP.
Comptroller of Public Accounts, Texas (CPA)	The State office responsible for the management and coordination of the statutory functions as they relate to serving as a liaison with the public and other governmental agencies of executive branch fiscal policy.
Contract	The contract resulting from this RFP.
Contract Manager	The HHSC representative who is responsible for general administration of this Contract, negotiation of any changes and issuance of written changes/amendments to this Contract.
Contract Award Date	Refer to Section III - Dates Referenced in this RFP.
Contract Execution Date	Refer to Section III - Dates Referenced in this RFP.
Contract Period or Contract Term	The duration of the Contract, including the initial term of the Contract plus any and all Contract extensions.
Contract Start Date	Refer to Section III - Dates Referenced in this RFP.
Contractor	A Vendor under contract working with the State to provide goods or services.
Cost Proposal	The Vendor's proposal of costs to provide the services sought in the RFP.
DDI	Design, Development, and Implementation (DDI). This term represents all the tasks that are performed through the software development

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Term	**Definition**
	lifecycle until deployment into a Production environment.
Defect	In IT SSA, a defect is a condition in a software product which does not meet a software requirement, or does not meet end-user expectations. This may be due to an error in coding or logic that causes a program to malfunction or to produce unexpected results.
DEV/OPS	Development and Operations (DEV/OPS) is an enterprise software development phrase used to mean a type of agile relationship between Development and IT Operations. The goal of DevOps is to change and improve the relationship by advocating better communication and collaboration between the two business units.
Discovery	The Discovery phase occurs before development can begin. Product Owners establish the business justification providing the development team an understanding of user needs and the system goals. Discovery lays the framework for the development cycle. During this phase, a project team explores the system requirements such as current vs. expected functionality, usage data analysis and task and business process analysis, system analysis and impacts: • **Product Owner vision**: Defines the problem to be solved, users to be served, and rough scope and time frame details. • **User story map**: Outlines the features that must be built in order to allow users to accomplish critical tasks using the system. • **Business Epics**: Identifies functional user stories that describe the business need.

Glossary	
Term	**Definition**
Electronic State Business Daily (ESDB)	The web site administered by the Texas Comptroller of Public Accounts where all State agencies post solicitations for goods and services valued in excess of $25,000.
Environment Agnostic	The capacity of a computing component to work with various systems without requiring any special adaptations. The term can apply to either hardware or software. In an IT context. Refers to anything that is designed to be compatible across most common systems.
Production Defect	This type of defect is equivalent to a 'production' defect or a defect that occurs in the live Health Registries systems outside of a development cycle.
Health Level 7 (HL7)	Health Level-7 or HL7 refers to a set of international standards for transfer of clinical and administrative data between software applications used by various healthcare providers.
Incident	An unplanned interruption to as service or reduction in the quality of a service. Failure of a configuration item that has not yet affected service, but has the potential to cause a service interruption, is also an incident.
Income Statement	An income statement or profit and loss account (also referred to as a *profit and loss statement (P&L), statement of profit or loss*, *revenue statement*, *statement of financial performance*, *earnings statement*, *operating statement*, or *statement of operations*) is one of the financial statements of a company and shows the company's revenues and expenses during a specified period.

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DSHS Acronyms and Glossary

Glossary	
Term	**Definition**
Interface or Interface Exchanges	Mechanisms for Health Registries to share data with agency, state, and federal systems and data sources.
Key Performance Measures	Key performance indicators that measure the Contractor's performance.
Key Personnel	Key Personnel are the resources identified by the Vendor to fill primary leadership roles on the project team or who have critical day-to-day involvement in delivery of the service domains associated with this RFP.
Legislative Budget Board (LBB)	The permanent joint committee of the Texas Legislature that develops budget and policy recommendations for legislative appropriations for all agencies of State government, as well as completes fiscal analyses for proposed legislation.
Maintenance Service Requests	Maintenance SRs are requests used to document production defects (a fix to existing technology) and maintenance requests.
MoSCoW	The MoSCoW method is a prioritization technique used in management, business analysis, project management, and software development to reach a common understanding with stakeholders on the importance they place on the delivery of each requirement - also known as MoSCoW prioritization or MoSCoW analysis. The term MoSCoW itself is an acronym derived from the first letter of each of four prioritization categories (Must have, Should have, Could have, and Won't have but would like), with the interstitial 'o's added to make the word pronounceable.
Normal Hours of Operation	Normal Hours of Operation represent the periods that various applications must be available to

Glossary	
Term	**Definition**
	end users of the applications excluding scheduled maintenance windows. The Normal Hours of Operation for each of the applications within the scope of this RFO are defined below: • For <u>DSHS Health Registries</u>, "Normal Hours of Operation" is defined as 7:00 a.m. to 8:00 p.m. Central Time weekdays , and 8:00 a.m. to 6:00 p.m. Central Time on Saturdays, except for state holidays (not including "skeleton crew" days). DSHS may agree to further limit operation hours as scheduled downtime. All "Batch" operations are expected to be performed outside of the Normal Hours of Operation.
Omnibus Budget Reconciliation Act of 1990 (OBRA '90)	A United States statute enacted pursuant to the budget reconciliation process to reduce the United States federal budget deficit.
Operations Phase	Contract Business Operations that begins directly after the end of the Transition Phase and continues on through contract extensions up through the Turnover Phase.
Operations Phase Start Date	Refer to <u>Section III </u> - Dates Referenced in this RFP.
Other Contractor	Various other State Contractors approved to work with HHSC.
Procurement	This Request for Proposal including any Exhibits, attachments, and Addenda. Also referred to as the Solicitation.
Procurement and Contracting Services (PCS)	The department responsible for administering all procurements for HHS agencies.

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Glossary	
Term	**Definition**
Procurement Library	Informational artifacts that include data, charts, and references and links the Respondent may use to formulate an accurate RFP response bid.
Product Owner	The Product Owner represents the HHSC business stakeholders, and is responsible for prioritizing the Product Backlog and defining project success.
Production Support Request (PSR)	PSRs are requests to correct production data utilizing SQL statements on the database. These requests may be reported by end users. The final resolution of PSRs can be a combination of code and/or data fix or an interaction with the end user.
Proposal	All information and materials submitted by the Vendor in response to this RFO. Also referred to as RFO Response or Solicitation Response.
Quality Improvement	A formal approach to the analysis of performance that consists of systematic and continuous actions that lead to measurable improvement in health care services and the health status of targeted patient groups.
Release Readiness Review	An examination of the adequacy of preparations for effective utilization upon installation of a system that may be used to identify any necessary corrective actions.
Release Cycle	The schedule for implementing completed development cycle deliverables.
Required Vendor Information	The information that a Vendor must include in its RFP Response in accordance with Article VI of the RFP.
Response Document	Vendor's response to the Business/Technical Proposal.

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Term	**Definition**
Roadmap or IT Roadmap	A technology roadmap is a plan that matches short-term and long-term goals with specific technology solutions to help meet those goals. It is a plan that applies to a new product or process, or to an emerging technology.
Six Sigma	A set of management techniques intended to improve processes by greatly reducing the probability that an error or defect will occur.
SOA - service-oriented architecture	SOA - service-oriented architecture, is an architectural pattern in computer software design in which application components provide services to other components via a communications protocol, typically over a network. The principles of service-orientation are independent of any vendor, product or technology.
Smoke Test	Smoke Testing, also known as "Build Verification Testing", is a type of software testing that comprises of a non-exhaustive set of tests that aim at ensuring that the most important functions work. The results of this testing is used to decide if a build is stable enough to proceed with further testing.
Solicitation response	All information and materials submitted by the Vendor in response to this RFP including any Exhibits and Addenda. Also referred to as Proposal or Response. The Solicitation is also referred to as the Procurement.
Bug	Defects captured by the Team during development activity.
Technical Proposal	The portion of a RFP Response that contains the information required in Section 5.2 of the RFP.
Operations Architectural	The Operations ASRB is designed to ensure Data Center requirements align with Health Registries

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Term	**Definition**
Standards Review Board (OPS - ASRB)	application requirements. When applications are newly developed or existing applications require expansion or altered configurations of platforms systems or networks are required and or recommended, the change is submitted to the OPS - ASRB committee for review.
Health Registries Software Development and Maintenance Services	The current RFO including all its exhibits and attachments.
Trading Partner	One or more entities that have an agreement with the State of Texas for collaboration to trade or exchange certain items or information.
Transition Plan	The purpose of transition planning is to layout the tasks and activities that need to take place to efficiently deliver a project from the incumbent Vendor to a new Vendor. The transition plan identifies the transition team, its organization and its responsibilities. The plan also identifies the tools, techniques, and methodologies that are needed to perform an efficient and effective transition.
Transition Start Date	Refer to Section III - Dates Referenced in this RFP.
Turnover Plan	A document that formalizes the Turnover Plan for transitioning the work performed by incumbent vendor to an incoming vendor.
Turnover Start Date	Refer to Section III - Dates Referenced in this RFP.
Turnover End Date	Refer to Section III - Dates Referenced in this RFP.
Type Testing	Conformance testing or type testing is testing to determine whether a product or system or just a medium complies with the requirements of a specification, contract or regulation. This may apply to various technical terms as well as to

Glossary	
Term	**Definition**
	pure formal terms with respect to obligations of the contractors.
User Story	A User Story captures the description of a software feature from an end-user perspective and helps create a simplified description of a requirement.
Vendor	A Vendor is anyone who provides goods or services to a company or individuals.
WCAG 2.0 AA Standards	Web Content Accessibility Guidelines (WCAG) is developed through the W3C process in cooperation with individuals and organizations around the world, with a goal of proving a single shared standard for web content accessibility that meets the needs of individuals, organizations, and governments internationally. The WCAG documents explain how to make web content more accessible to people with disabilities. Web "content" generally refers to the information in a web page or web application. WCAG 2.0 is a stable, referenceable technical standard. It has 12 guidelines that are organized under four (4) principles: perceivable, operable, understandable, and robust. For each guideline, there are testable success criteria, which are at three levels: A, AA, and AAA.

III.   Dates Referenced in this RFP

RFP Dates	
Term	**Definition**
Contract Award Date	This is synonymous with the Contract Execution Date.

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DSHS Acronyms and Glossary

RFP Dates	
Term	**Definition**
Contract Execution Date	Date the contract has all required signatures from the HHSC Executive Commissioner and Vendor.
Contract Start Date	Date the Vendor begins work with HHSC under the executed contract, which may follow the Contract Execution Date.
Operations Phase Start Date	The start date of Operations activities as defined in the Project Schedule for the Operations phase of this RFP.
Transition Start Date	The start date of Transition activities as defined in the Project Schedule for the Transition phase of this RFP. This should be equivalent to the Contract Start Date.
Turnover End Date	The completion date of all Turnover activities as defined in the Project Schedule for the Turnover phase of this RFP.
Turnover Start Date	The start date of Turnover activities as defined in the Project Schedule for the Turnover phase of this RFP. Turnover begins at the end of this contract or when the State requests the start of the turnover phase.

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IV.   Description of Requirement ID in RFO Tables

Requirment ID	Description
TRA-SER-001	Transition - Services - Requirement number
SEC-SER-001	Security - Services - Requirement number
FSS-REQ-001	Fixes Staffing Services - Requirment - Requirement number
DRR-REQ-001	Detailed Registry Requirements - Requirement - Requirement number
TUR-OVR-001	Turn - Over - Requirement number
SSR-EMSTR-001	Support Services Requirments - EMS/Trauma - Requirment number
PER-EMSTR-001	Personnel - EMS/Trauma - Requirement number
AUD-EMSTR-001	Audit - EMS/Trauma - Requirement number
PDR-EMSTR-001	Project Deliverables Requirements - EMS/Trauma - Requirement number
DIS-EMSTR-001	Discover - EMS/Trauma - Requirement number
SMS-EMSTR-001	Software Maintenance Services - EMS/Trauma - Requirement number
RSR-EMSTR-001	Registry Support Requests - EMS/Trauma - Requirment number
MPI-EMSTR-001	Maintenance Performance Improvment - EMS/Trauma - Requirement number
EUS-EMSTR-001	End User Services - EMS/Trauma - Requirement number
HLE-EMSTR-001	High Level Estimate - EMS/Trauma - Requirement number
SDS-EMSTR-001	Software Development Services - EMS/Trauma - Requirement number
DSHS-RES-001	Department of State Health Services - Responsibilities - Requirement number
SSR-BDR-001	Support Services Requirments - Birth Defect Registry - Requirment number
PER-BDR-001	Personnel - Birth Defect Registry - Requirement number
AUD-BDR-001	Audit - Birth Defect Registry- Requirement number
PDR-BDR-001	Project Deliverables Requirements - Birth Defect Registry - Requirement number
DIS-BDR-001	Discovery - Birth Defect Registry- Requirement number
SMS-BDR-001	Software Maintenance Services - Birth Defect Registry - Requirement number
RSR-BDR-001	Registry Support Requests - Birth Defect Registry - Requirment number
MPI-BDR-001	Maintenance Performance Improvment - Birth Defect Registry - Requirement number

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Requirment ID	Description
EUS-BDR-001	End User Services - Birth Defect Registry - Requirement number
HLE-BDR-001	High Level Estimate - Birth Defect Registry - Requirement number
SDS-BDR-001	Software Development Services - Birth Defect Registry - Requirement number
SSR-BLR-001	Support Services Requirments - Blood Lead Registry - Requirment number
PER-BLR-001	Personnel - Blood Lead Registry - Requirement number
AUD-BLR-001	Audit - Blood Lead Registry - Requirement number
PDR-BLR-001	Project Deliverables Requirements - Blood Lead Registry - Requirement number
DIS-BLR-001	Discover - Blood Lead Registry - Requirement number
SMS-BLR-001	Software Maintenance Services - Blood Lead Registry - Requirement number
RSR-BLR-001	Registry Support Requests - Blood Lead Registry - Requirment number
MPI-BLR-001	Maintenance Performance Improvment - Blood Lead Registry - Requirement number
EUS-BLR-001	End User Services - Blood Lead Registry - Requirement number
HLE-BLR-001	High Level Estimate - Blood Lead Registry - Requirement number
SDS-BLR-001	Software Development Services - Blood Lead Registry - Requirement number
SSR-HSN-001	Support Services Requirments - Health Safety Network - Requirment number
PER-HSN-001	Personnel - Health Safety Network - Requirement number
AUD-HSN-001	Audit - Health Safety Network - Requirement number
PDR-HSN-001	Project Deliverables Requirements - Health Safety Network - Requirement number
DIS-HSN-001	Discover - Health Safety Network - Requirement number
SMS-HSN-001	Software Maintenance Services - Health Safety Network - Requirement number
RSR-HSN-001	Registry Support Requests - Health Safety Network - Requirment number
MPI-HSN-001	Maintenance Performance Improvment - Health Safety Network - Requirement number
EUS-HSN-001	End User Services - Health Safety Network - Requirement number
HLE-HSN-001	High Level Estimate - Health Safety Network - Requirement number
SDS-HSN-001	Software Development Services - Health Safety Network - Requirement number
SSR-THS-001	Support Services Requirments - TB/HIV/STD (THISIS) Registry - Requirment number
PER-THS-001	Personnel - TB/HIV/STD (THISIS) Registry - Requirement number
AUD-THS-001	Audit - TB/HIV/STD (THISIS) Registry - Requirement number

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Requirment ID	Description
PDR-THS-001	Project Deliverables Requirements - TB/HIV/STD (THISIS) Registry - Requirement number
DIS-THS-001	Discover - TB/HIV/STD (THISIS) Registry - Requirement number
SMS-THS-001	Software Maintenance Services - TB/HIV/STD (THISIS) Registry - Requirement number
RSR-THS-001	Registry Support Requests - TB/HIV/STD (THISIS) Registry - Requirment number
MPI-THS-001	Maintenance Performance Improvment - TB/HIV/STD (THISIS) Registry - Requirement number
EUS-THS-001	End User Services - TB/HIV/STD (THISIS) Registry - Requirement number
HLE-THS-001	High Level Estimate - TB/HIV/STD (THISIS) Registry - Requirement number
SDS-THS-001	Software Development Services - TB/HIV/STD (THISIS) Registry - Requirement number

Exhibit A: Affirmations and Solicitation Acceptance

DSHS Health Registries Software Development and Maintenance Services (HRSD&MS)

RFO No. HHS0001166

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Exhibit A. AFFIRMATIONS AND SOLICITATION ACCEPTANCE

Respondent affirms, without exception, as follows:

1. Respondent represents and warrants that all certifications, representations, warranties, and other provisions in this Affirmations and Solicitation Acceptance apply to Respondent and all of Respondent's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Solicitation or any contract resulting from this Solicitation.

2. Respondent represents and warrants that all statements and information provided to HHSC are current, complete, and accurate. This includes all statements and information in this Solicitation Response.

3. Respondent acknowledges that its Solicitation Response and subsequent documents submitted are subject to the Texas Public Information Act.

4. Respondent acknowledges its obligation to specifically identify information it contends to be confidential or proprietary and, if Respondent designated substantial portions of its Solicitation Response or its entire Solicitation Response as confidential or proprietary, the Solicitation Response is subject to being disqualified.

5. Respondent's Solicitation Response will remain a firm and binding offer for 240 days from the date the Solicitation Response is due.

6. Respondent accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation. Respondent agrees that all exceptions to the Solicitation are rejected unless expressly accepted by HHSC.

7. Respondent agrees that HHSC has the right to use, produce, and distribute copies of and to disclose to HHSC employees, agents, and contractors and other governmental entities all or part of Respondent's Solicitation Response as HHSC deems necessary to complete the procurement process or comply with state or federal laws.

8. Respondent generally releases from liability and waives all claims against any party providing information about the Respondent at the request of HHSC.

9. Respondent acknowledges all addenda and amendments to the Solicitation.

10. Respondent represents and warrants that if a Texas address is shown as the address of Respondent, Respondent qualifies as a Texas Bidder as defined by Texas Government Code § 2155.444(c)(2).

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11. Respondent represents and warrants that it qualifies for all preferences claimed under Chapter 2155, Subchapter H of the Texas Government Code and 34 Tex. Admin. Code § 20.306 as indicated below (check applicable boxes):

☐ Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran

☐ Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran

☐ Agricultural products grown in Texas

☐ Agricultural products offered by a Texas bidder

☐ Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran

☐ Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran

☐ Texas Vegetation Native to the Region

☐ USA produced supplies, materials or equipment

☐ Products of persons with mental or physical disabilities

☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel

☐ Energy Efficient Products

☐ Rubberized asphalt paving material

☐ Recycled motor oil and lubricants

☐ Products produced at facilities located on formerly contaminated property

☐ Products and services from economically depressed or blighted areas

☐ Vendors that meet or exceed air quality standards

☐ Recycled or Reused Computer Equipment of Other Manufacturers

☐ Foods of Higher Nutritional Value

☐ Commercial production company or advertising agency located in Texas

12. Respondent has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Solicitation Response, this Solicitation, or any contract resulting from this Solicitation.

13. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

14.   Under Section 2155.006, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

15.   Under Section 2261.053, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the contractor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

16.   Pursuant to Section 231.006(c), Texas Family Code (relating to delinquent child support), identify below the name and social security number (SSN) of each individual, sole proprietor, partner, shareholder, and owner with an ownership interest of at least 25 percent (25%) of the business entity submitting this Solicitation Response:

Name: _____ SSN: _____

Name: _____ SSN: _____

Name: _____ SSN: _____

Name: _____ SSN: _____

FEDERAL PRIVACY ACT NOTICE: Disclosure of requested Social Security Numbers (SSNs) is required under Section 231.006(c) and Section 231.302(c)(2), Texas Family Code. The SSNs will be used to identify persons that may owe child support. The SSNs will be kept confidential to the fullest extent permitted by law. Failure by a Respondent to provide the required SSNs may result in disqualification of the Respondent's Solicitation Response.

17.   Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

18.   Respondent certifies that: (a) the entity executing this Solicitation Response; (b) its principals; (c) its subcontractors; and (d) any personnel designated to perform services related to any contract resulting from this Solicitation are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal Department or Agency. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's Subcontracts if payment in whole or in part is from federal funds.

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19. Respondent certifies that it, its principals, its subcontractors, and any personnel designated to perform services related to any contract resulting from this Solicitation are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity.

20. Respondent certifies it is in compliance with all State of Texas statutes and rules relating to procurement; and that (a) the entity executing this Solicitation Response; (b) its principals; (c) its subcontractors; and (d) any personnel designated to perform services related to any contract resulting from this Solicitation are not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement are listed at **https://www.sam.gov/portal/public/SAM/,** which Respondent may review in making this certification.

21. In accordance with Texas Government Code Section 669.003 (relating to contracting with the executive head of a state agency), Respondent certifies that it (1) is not the executive head any HHS Agency; (2) was not at any time during the past four years the executive head of any HHS Agency; and (3) does not employ a current or former executive head of any HHS Agency.

22. Respondent represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

23. Respondent represents and warrants that payments to Respondent and Respondent's receipt of appropriated or other funds under any contract resulting from this Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

24. Respondent represents and warrants that it will comply with Texas Government Code Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.

25. Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Respondent will not allow any former employee of an HHS Agency to perform services under any contract resulting from this Solicitation during the twelve (12) month period immediately following the employee's last date of employment an HHS Agency.

26. Respondent acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of an HHS Agency who during the period of state service or employment participated on behalf of an HHS Agency in a procurement or contract negotiation involving Respondent may not accept employment from respondent before the second anniversary of the date the officer's or employee's service or employment with an HHS Agency ceased.

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Health and Human
Services

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

27.   Respondent represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to HHSC under this Solicitation and any resulting contract and that Respondent's provision of the requested goods and/or services under this Solicitation and any resulting contract would not reasonably create an appearance of impropriety

28.   Respondent understands that HHSC does not tolerate any type of fraud. The agencies' policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Respondent agrees to comply with all applicable laws, rules, regulations, and HHSC policies regarding fraud including, but not limited to, HHS Circular C-027.

29.   Respondent represents and warrants that it has not violated state or federal antitrust laws and has not communicated its Solicitation response directly or indirectly to any competitor or any other person engaged in such line of business. Respondent hereby assigns to HHSC any claims for overcharges associated with any contract resulting from this Solicitation under 15 U.S.C. § 1, *et seq.*, and Texas Business and Commerce Code § 15.01, *et seq.*

30.   Respondent represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Respondent or any of the individuals or entities included numbered paragraph 1 of this Affirmations and Solicitation Acceptance within the five (5) calendar years immediately preceding the submission of this Solicitation response that would or could impair Respondent's performance under any contract resulting from this Solicitation, relate to the contracted or similar goods or services, or otherwise be relevant to HHSCs consideration of entering into a contract. If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has provided to HHSC a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Respondent's performance under a contract awarded as a result of this solicitation, relate to the contracted or similar goods or services, or otherwise be relevant to the HHSCs consideration of entering into a contract. In addition, Respondent represents and warrants that, if awarded a contract as a result of this Solicitation, Respondent shall notify HHSC in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update HHSC shall constitute breach of contract and may result in immediate contract termination.

31.   Pursuant to Texas Government Code §2270.002, Respondent affirms that it: (a) does not boycott Israel; and (b) will not boycott Israel during the term of any Contract awarded.

v. 1.2
9.1.17

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Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

32. Respondent affirms that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization as prohibited by Section 2252 of the Texas Government Code.

33. Respondent understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Respondent is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of any contract resulting from this Solicitation.

34. Respondent represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statues, codes, and other laws that pertain to any contract resulting from this Solicitation.

35. Respondent represents and warrants that the individual signing this Solicitation response is authorized to sign on behalf of Respondent and to bind Respondent.

Authorized representative on behalf of Respondent must complete and sign the following:

Legal Name of Respondent: _____

Signature of Authorized Representative	**Date Signed**
Printed Name and Title of Authorized Representative	**Phone Number**
Federal Employer Identification Number	**Fax Number**
DUNS Number	**Email Address**
Physical Street Address	**City, State, Zip Code**
Mailing Address, if different	**City, State, Zip Code**

v. 1.2
9.1.17

Exhibit A1:
General Affirmations

**DSHS Health Registries Software
Development and Maintenance Services
(HRSD&MS)
RFO No. HHS0001166
Texas Department of State Health Services
(DSHS)**

By entering into this Contract, Vendor affirms, without exception, as follows:

1. Vendor represents and warrants that these General Affirmations apply to Vendor and all of Vendor's principals, officers, directors, shareholders, partners, owners, agents, employees, Subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract.

2. Vendor represents and warrants that all statements and information provided to the System Agency are current, complete, and accurate. This includes all statements and information relating in any manner to this Contract and any solicitation resulting in this Contract.

3. Vendor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.

4. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Vendor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

5. Under Section 2155.006, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), Vendor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

6. Under Section 2261.053, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), Vendor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

7. Under Section 231.006, Texas Family Code (relating to delinquent child support), Vendor certifies that it is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

8. Vendor certifies that: (a) the entity executing this Contract; (b) its principals; (c) its Subcontractors; and (d) any personnel designated to perform services related to this Contract are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal Department or Agency. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment, and Suspension, 2 C.F.R. Part 376, and any relevant

Exhibit A1 - General Affirmations

Texas Health and Human Services Commission
DSHS Health Registries Software Development and Maintenance - RFP No. HHS0001166

regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Vendor's Subcontracts if payment in whole or in part is from federal funds.

9. Vendor certifies that it, its principals, its Subcontractors, and any personnel designated to perform services related to this Contract are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity.

10. Vendor certifies it is in compliance with all State of Texas statutes and rules relating to procurement; and that (a) the entity executing this Contract; (b) its principals; (c) its Subcontractors; and (d) any personnel designated to perform services related to this Contract are not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement are listed at **https://www.sam.gov/portal/public/SAM/**, which Vendor may review in making this certification. Vendor acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. This provision shall be included in its entirety in Vendor's Subcontracts if payment in whole or in part is from federal funds.

11. In accordance with Texas Government Code Section 669.003 (relating to contracting with the executive head of a state agency), Vendor certifies that it (1) is not the executive head of the System Agency; (2) was not at any time during the past four years the executive head of the System Agency; and (3) does not employ a current or former executive head of the System Agency.

12. Vendor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

13. Vendor represents and warrants that payments to Vendor and Vendor's receipt of appropriated or other funds under this Contract are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

14. Vendor represents and warrants that it will comply with Texas Government Code Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.

15. Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Vendor will not allow any former employee of the System Agency to perform services under this Contract during the twelve (12) month period immediately following the employee's last date of employment at the System Agency.

Exhibit A1 - General Affirmations

Texas Health and Human Services Commission
DSHS Health Registries Software Development and Maintenance - RFP No. HHS0001166

16. Vendor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of the System Agency who during the period of state service or employment participated on behalf of the System Agency in a procurement or contract negotiation involving Vendor may not accept employment from Vendor before the second anniversary of the date the officer's or employee's service or employment with the System Agency ceased.

17. Vendor understands that the System Agency does not tolerate any type of fraud. The System Agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste, or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Vendor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud including, but not limited to, HHS Circular C-027.

18. Vendor represents and warrants that it has not violated state or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. Vendor hereby assigns to System Agency any claims for overcharges associated with this Contract under 15 U.S.C. § 1, *et seq.*, and Texas Business and Commerce Code § 15.01, *et seq.*

19. Vendor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Vendor or any of the individuals or entities included numbered paragraph 1 of these General Affirmations within the five (5) calendar years immediately preceding the execution of this Contract that would or could impair Vendor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to the System Agency's consideration of entering into this Contract. If Vendor is unable to make the preceding representation and warranty, then Vendor instead represents and warrants that it has provided to the System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Vendor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to the System Agency's consideration of entering into this Contract. In addition, Vendor represents and warrants that it shall notify the System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update

Exhibit A1 - General Affirmations

Texas Health and Human Services Commission
DSHS Health Registries Software Development and Maintenance - RFP No. HHS0001166

the System Agency shall constitute breach of contract and may result in immediate termination of this Contract.

20. Vendor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Vendor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

21. Vendor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statues, codes, and other laws that pertain to this Contract.

22. Vendor represents and warrants that the individual signing this Contract is authorized to sign on behalf of Vendor and to bind Vendor.

Authorized representative on behalf of Vendor must complete and sign the following:

Legal Name of Vendor:

Signature of Authorized Representative	**Date Signed**
Printed Name and Title of Authorized Representative	**Phone Number**
Federal Employer Identification Number	**Fax Number**
DUNS Number	**Email Address**
Physical Street Address	**City, State, Zip Code**
Mailing Address, if different	**City, State, Zip Code**

Exhibit A2: Non-Construction Federal Assurances and Lobbying Certification

**DSHS Health Registries Software
Development and Maintenance Services
(HRSD&MS)
RFO No. HHS0001166
Texas Department of State Health Services
(DSHS)**

Non-Construction Federal Assurances and Lobbying Certification

OMB Number: 4040-0007
Expiration Date: 01/31/2019

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation

Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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Standard Form 424B (Rev. 7-97)
Prescribed by OMB Circular A-102

DSHS Health Registries Software Development & Maintenance
RFO No. HHS0001166   **Exhibit - A2**   **Page 2 of 4**

Non-Construction Federal
Assurances and Lobbying Certification

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Standard Form 424B (Rev. 7-97) Back

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: _____   * First Name: _____   Middle Name: _____

* Last Name: _____   Suffix: _____

* Title: _____

* SIGNATURE: _____   * DATE: _____

Exhibit A3: Vendor Information and Disclosures

**DSHS Health Registries Software
Development and Maintenance Services (HRSD&MS)
RFO No. HHS0001166
Texas Department of State Health Services
(DSHS)**

HHSC RFP No.: _____

Vendor's Name: _____

Instructions: This form must be submitted as an attachment to the Vendor's proposal.

Part 1: General Vendor Information.

1. Organization's Legal Name: _____

2. Doing Business As: _____

3. Physical Address: _____

4. Mailing Address: _____

5. Taxpayer Identification Number: _____

6. Legal Status (check one):   ☐ For-profit Entity   ☐ Non-profit Entity
   ☐ Governmental Entity

7. Business Structure (check one):   ☐ Corporation   ☐ Limited (Liability) Company
   ☐ Partnership   ☐ Limited (Liability) Partnership
   ☐ Joint Venture   ☐ Sole Proprietorship
   ☐ Other (specify): _____

8. State of Incorporation, If Applicable: _____

9. Name of Parent Entity, If Applicable: _____

10. HUB Status (check one):   State of Texas Certified Entity   Non-HUB Entity

Part 2: Vendor Contact Information.

1. Person Who Will Sign the Contract:

Name: _____

Title: _____

Mailing Address: _____

Telephone: _____

Fax: _____

E-mail: _____

2. Primary Contact for Proposal Questions:

Name: _____

Title: _____

Mailing Address: _____

Telephone: _____

Fax: _____

E-mail: _____

Part 3: Subcontractor Information. *Provide the following information for each proposed subcontractor. Attach additional pages if necessary.*

1. Organization's Legal Name: _____

2. Doing Business As: _____

3. Physical Address: _____

Exhibit A3 - Vendor Information and Disclosures
DSHS Health Registries Software Development
and Maintenance RFO No. HHS0001166

HHSC RFP No.: _____

Vendor's Name: _____

4. Mailing Address: _____

5. Taxpayer Identification Number: _____

6. Legal Status (check one): ☐ For-profit Entity   ☐ Non-profit Entity

☐ Governmental Entity

7. Business Structure (check one): ☐ Corporation   ☐ Limited (Liability) Company

☐ Partnership   ☐ Limited (Liability) Partnership

☐ Joint Venture   ☐ Sole Proprietorship

☐ Other (specify): _____

8. State of Incorporation, If Applicable: _____

9. Name of Parent Entity, If Applicable: _____

10. HUB Status (check one): ☐ State of Texas Certified Entity   ☐ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes   ☐ No

Part 4: Former Employees of a State Agency. *Identify all Vendor or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.*

1. Name of former state employee: _____

2. Job title at termination of state employment: _____

3. Date of termination of state employment: _____

4. Annual rate of compensation at termination: _____

5. Description of job responsibilities while state employee: _____

_____

_____

_____

_____

6. If the former state employee worked on matters relating to the RFP, describe those matters:

_____

_____

_____

_____

_____

Have you attached additional pages for Part 4? ☐ Yes   ☐ No

Exhibit A3 - Vendor Information and Disclosures
DSHS Health Registries Software Development
and Maintenance RFO No. HHS0001166

HHSC RFP No.: _____

Vendor's Name: _____

Part 5: Conflicts of Interest. *Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the Vendor and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.*

_____

_____

_____

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_____

_____

Have you attached additional pages for Part 5? ☐ Yes ☐ No

Part 6: Litigation. *Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the Vendor within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.*

_____

_____

_____

_____

_____

_____

_____

_____

_____

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_____

Have you attached additional pages for Part 6? ☐ Yes ☐ No

Exhibit A3 - Vendor Information and Disclosures
DSHS Health Registries Software Development
and Maintenance RFO No. HHS0001166

HHSC RFP No.: _____

Vendor's Name: _____

Part 7: Texas Public Information Act (PIA): *Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.*

1. Proposal Section: _____

2. PIA Exception*: _____

3. Explanation of Why the Exception Applies: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

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* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 7?   Yes ☐ No ☐

Exhibit B:
Assumptions and Exceptions Form

V0.1

**DSHS Health Registries Software
Development and Maintenance Services
(HRSD&MS)**

RFO No. HHS0001166

**Texas Department of State Health Services
(DSHS)**

TEXAS
Health and Human
Services

COMPLETION OF THIS EXHIBIT IS NOT REQUIRED IF THERE ARE NO ASSUMPTIONS/EXCEPTIONS. SEE SECTION 3.7.5/3.7.6 OF THIS RFP. NO ASSUMPTION, EXCEPTION, NOR ANY TERM, CONDITION, OR PROVISION IN A SOLICITATION RESPONSE THAT DIFFERS, VARIES FROM, OR CONTRADICTS THIS SOLICITATION, WILL BE CONSIDERED TO BE A PART OF ANY CONTRACT RESULTING FROM THIS SOLICITATION UNLESS EXPRESSLY MADE A PART OF THE CONTRACT IN WRITING BY DSHS				
Assumptions and Exceptions should be listed here.				
Solicitation Document	Solicitation Document Section Number	Solicitation Language for which Assumption is Made (set forth language from solicitation)	Basis of Assumption	Vendor's Proposed Language	Still Want to be Considered for Contract Award if Assumption Is Denied? (State "Yes" or "No")

TEXAS
Health and Human
Services

Exhibit C: Sample HHSC Signature Document

DSHS Health Registries
Software Development and Maintenance Services
(HRSD&MS)
RFO No. HHS0001166
Texas Department of State Health Services
(DSHS)

SAMPLE SIGNATURE DOCUMENT FOR
HHSC CONTRACT NO. _____

(THIS DOCUMENT REPRESENTS A SAMPLE SIGNATURE DOCUMENT WITH PROPOSED ATTACHMENTS, EXHIBITS FOR RFP BIDDER INFORMATION, HOWEVER, ACTUAL CONTENT, INCLUDING ATTACHMENTS, WILL BE DETERMINED AND FINALIZED UPON CONTRACT AWARD.)

I. PURPOSE

The HSHC ("System Agency"), an administrative agency within the executive department of the State of Texas and having its principal office at 4900 N. Lamar Blvd., Austin, TX 78756, and_____ *** ("Contractor"), having its principal office at _____ *** (each a "Party" and collectively "the Parties") enter into the following contract for *** services (the "Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of Title 10, Subtitle D of the Texas Government Code (TAC), in particular Texas Government Code, §2155.144.

III. DURATION

The Contract is effective on the signature date of the latter of the Parties to sign this agreement and terminates on Month spelled out/xx/xxxx, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. System Agency, at its own discretion, may extend this Contract for two (2), two (2) year extensions, subject to terms and conditions mutually agreeable to the Parties.

IV. BUDGET

The total amount of this Contract will not exceed [**TOTAL CONTRACT AMOUNT ($ 00.00)**]. All expenditures under the Contract will be in accordance with ATTACHMENT **A1 - PRICING WORKBOOK.**

V. NOTICE TO PROCEED

No expenses may be incurred and no Work may begin until the System Agency issues a written Notice to Proceed. The System Agency may send the NTP to the Contractor by regular mail, electronic mail, or facsimile transmission. Any Work performed prior to the date on the NTP shall be at Contractor's sole risk.

System Agency Contract No. *

Page 2 of 4

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Exhibit C - Sample HHSC Signature Document
Texas Health and Human Services Commission
DSHS Health Registries Software Development and Maintenance - RFP No. HHS0001166

VI.   CONTRACT REPRESENTATIVES

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

VII.   LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

> **System Agency**
> Health and Human Services Commission
> 4900 N. Lamar Blvd
> Austin, TX 78751
> Attention:
>
> With a copy to:
> Health and Human Services Commission
> 4900 N. Lamar Blvd
> Austin,   TX 78751
> Attention: Karen Ray, Chief Counsel
>
> **Contractor**
> *Contractor Name*
> *Address*
> *City, State ZIP*
> Attention: *

Legal notice given by Contractor shall be deemed effective when received by the System Agency.   Either Party may change its address for notice by written notice to the other Party.

<div align="center">

SIGNATURE PAGE FOLLOWS

</div>

<div align="center">

System Agency Contract No. *

Page 3 of 4

</div>

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. ***

TEXAS HEALTH AND HUMAN SERVICES	CONTRACTOR***
_____	_____
SIGNATURE	SIGNATURE
_____	_____
PRINTED NAME	PRINTED NAME
_____	_____
TITLE	TITLE
_____	_____
DATE OF EXECUTION	DATE OF EXECUTION

THE FOLLOWING EXHIBITS AND EXCERPTS FROM THE SYSTEM AGENCY RFP NO. ***
ARE HEREBY ATTACHED AND INCORPORATED INTO THE CONTRACT BY REFERENCE:

Exhibit C - Sample HHSC Signature Document
Exhibit C1 - HHSC Special Conditions
Exhibit C2 - HHSC Uniform Terms and Conditions
Exhibit D - HHSC Data Use Agreement (DUA)
The Statement of Work
Financial Requirements from the Request for Proposal

Note: Other Exhibits and Attachments will be added based on the Proposals submitted.

Exhibit C1:
HHSC Special Conditions
v 1.1

**DSHS Health Registries Software
Development and Maintenance Services
(HRSD&MS)
RFO No. HHS0001166
Texas Department of State Health Services
(DSHS)**

Contents

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HSC Special Conditions
DSHS Health Registries Software Development and Maintenance
RFO No. HHS0001166

HSC Special Conditions – Version 1.1
Published and Effective: March 1, 2017
Responsible Office: Office of Chief Counsel, System Contracting

HSC Special Conditions – Version 1.1
Published and Effective: March 1, 2017
Responsible Office: Office of Chief Counsel, System Contracting

HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions –Vendor- Version 2.14

Article I.   SPECIAL DEFINITIONS

"Conflict of Interest" means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor's, or Subcontractor's ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

"Contractor Agents" means Contractor's representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

"Custom Software" means Software developed as a Deliverable or in connection with the Agreement.

"Data Use Agreement" means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

"Federal Financial Participation" is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

"Item of Noncompliance" means Contractor's acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

"Minor Administrative Change" refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

"Confidential System Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in a Data Use Agreement.

"State" means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

"Software" means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

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"Third Party Software" refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

"Turnover" means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

"Turnover Plan" means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

"UTC" means HHSC's Uniform Terms and Conditions- Vendor –Version 2.14

Article II. GENERAL PROVISIONS

2.01 Other System Agencies Participation in the Contract

In addition to providing the Work specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain Work under this section will issue a purchase or Work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or Work order and given effect. No additional term or condition added in a purchase or Work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or Work order and the Contract, the Contract terms control.

2.02 Most Favored Customer

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

2.03 Cooperation with HHSC Vendors

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the Work, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the Work, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

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2.04   Renegotiation and Reprocurement Rights

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the Work covered by the Contract, including services similar or comparable to the Work, performed by Contractor under the Contract. If HHSC elects to procure the Work, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the UTC.

2.05   Compliance with Federal Requirements

Contractor shall comply with the requirements contained in Exhibit M (FNS Handbook 901 Federal Procurement Clauses), requiring compliance with the United States Department of Agriculture's Food and Nutrition Services handbook, section A11, Federal Procurement Clauses.

Article III. CONTRACTORS PERSONNEL AND SUBCONTRACTORS

3.01   Qualifications

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

3.02   Conduct and Removal

While performing the Work under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from performing any Work under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

Article IV. PERFORMANCE

4.01   Measurement

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

(a) Compliance with Contract requirements, including all representations and warranties;

(b) Compliance with the Work requested in the Solicitation and Work proposed by Contractor in its response to the Solicitation and approved by HHSC;

(c) Delivery of Work in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;

(d) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

(e) Timeliness, completeness, and accuracy of Work; and

(f) Achievement of specific performance measures and incentives as applicable.

Article V.   AMENDMENTS AND MODIFICATIONS

5.01   Formal Procedure

No different or additional Work or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for Work that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

5.02   Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the Work or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

Article VI. PAYMENT

6.01   Enhanced Payment Procedures

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any

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disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the Work in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

Article VII. CONFIDENTIALITY

7.01   Consultant Disclosure

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

7.02   Confidential System Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the Work or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

> **IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE UTC, Contractor WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS) CAUSED BY OR ARISING FROM Contractor OR Contractor AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. Contractor WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.**

Article VIII.   DISPUTES AND REMEDIES

8.01   Agreement of the Parties

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before

resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party by means of notice to the individuals designated in the Signature Document within (10) ten business days after the dispute arises or is discovered. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the UTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within (10) ten business days of such resolution.

8.02   Operational Remedies

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the Work as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

(a) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
(b) Require additional or different corrective action(s) of HHSC's choice;
(c) Suspension of all or part of the Contract or Work;
(d) Prohibit Contractor from incurring additional obligations under the Contract;
(e) Issue Notice to stop Work Orders;
(f) Assessment of liquidated damages as provided in the Contract;
(g) Accelerated or additional monitoring;
(h) Withholding of payments; and
(i) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

8.03   Equitable Remedies

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that

Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

8.04   Continuing Duty to Perform

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the Work or any duty or obligation with respect to the Contract.

Article IX. DAMAGES

9.01   Availability and Assessment

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the Work or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

(a) Through direct assessment and demand for payment to Contractor; or
(b) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

9.02   Specific Items of Liability

Contractor bears all risk of loss or damage due to defects in the Work, unfitness or obsolescence of the Work, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears all risks of loss, damage, or destruction of the Work, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require

Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE UTC, Contractor WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY Contractor TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.

Article X. TURNOVER

10.01 Turnover Plan

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

(a) The least disruption in the delivery the Work during Turnover to HHSC or its designee; and
(b) Full cooperation with HHSC or its designee in transferring the Work and the obligations of the Contract.

10.02 Turnover Assistance

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the Work and the obligations of the Contract to another vendor or to perform the Work by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

Article XI. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS

11.01 HHSC Additional Rights

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the Work. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

11.02 Third Party Software

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party

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Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

11.03   Software and Ownership Rights

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all Work, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

Article XII. UNIFORM ICT ACCESSIBILITY CLAUSE

12.01   Applicability

This Section applies to the procurement or development of Information and Communication Technology (ICT) for HHSC, or any changes to HHSC's ICT. This Section also applies if the Contract requires Contractor to perform a service or supply a goods that include ICT that: (i) HHSC employees are required or permitted to access; or (ii) members of the public are required or permitted to access. This Section does not apply to incidental uses of ICT in the performance of a contract, unless the parties agree that the ICT will become property of the state or will be used by HHSC's Client/Recipient after completion of the Contract.

Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a product / service.

12.02   Definitions
The legacy term "Electronic and Information Resources" (EIR) and the term "Information and Communication Technology" (ICT) are considered equivalent in meaning for the purpose of applicability of HHSC Uniform Terms and Conditions, policies, accessibility checklists, style guides, contract specifications, and other contract management documents. To the extent that any other of the following definitions conflict with definitions elsewhere in this Contract, the following definitions are applicable to this Section only.

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1. **"Accessibility Standards"** refers to the Information and Communication Technology Accessibility Standards and the Web Accessibility Standards/Specifications under the Web Content Accessibility Guidelines version 2.0 Level AA, (WCAG 2.0).

2. **"Information and Communication Technology (ICT)"** is any information technology, equipment, or interconnected system or subsystem of equipment for which the principal function is the creation, conversion, duplication, automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, reception, or broadcast of data or information. Examples of ICT are electronic content, telecommunications products, computers and ancillary equipment, software, information kiosks and transaction machines, videos, IT services, and multifunction office machines which copy, scan, and fax documents.

3. **"Information and Communication Technology Accessibility Standards"** refers to the accessibility standards for information and communication technology contained in the Web Content Accessibility Guidelines version 2.0 Level AA.

4. **"Web Accessibility Standards/Specifications"** refers to the web standards contained in WCAG 2.0 Level AA.

5. **"Products"** means information resources technologies that are, or are related to, ICT.

6. **"Service"** means the act of delivering information or performing a task for employees, clients, or members of the public through a method of access or delivery that uses ICT.

12.03   Accessibility Requirements

Under Texas Government Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, HHSC must procure Products or Services that comply with the Accessibility Standards when such Products or Services are available in the commercial marketplace or when such Products or Services are developed in response to a procurement solicitation. Accordingly, Contractor must provide ICT and associated Product and/or Service documentation and technical support that comply with the Accessibility Standards.

12.04   Evaluation, Testing and Monitoring

1. HHSC may review, test, evaluate and monitor Contractor's Products, Services and associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing.

2. Neither (1) the review, testing (including acceptance testing), evaluation or monitoring of any Product or Service, nor (2) the absence of such review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the Contractor's assertion of compliance with the Accessibility Standards.

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3. Contractor agrees to cooperate fully and provide HHSC and its representatives timely access to Products, Services, documentation, and other items and information needed to conduct such review, evaluation, testing and monitoring.

12.05   Representations and Warranties

1. Contractor represents and warrants that: (i) as of the effective date of the contract, the Products, Services and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the contract, unless and to the extent the Parties otherwise expressly agree in writing; and (ii) if the Products will be in the custody of the state or an HHS agency's client or recipient after the contract expiration or termination, the Products will continue to comply with such Accessibility Standards after the expiration or termination of the contract term, unless HHSC and/or Client/Recipient, as applicable uses the Products in a manner that renders it noncompliant.

2. In the event Contractor should have known, becomes aware, or is notified that the Product and associated documentation and technical support do not comply with the Accessibility Standards, Contractor represents and warrants that it will, in a timely manner and at no cost to HHSC, perform all necessary steps to satisfy the Accessibility Standards, including but not limited to remediation, repair, replacement, and upgrading of the Product, or providing a suitable substitute.

3. Contractor acknowledges and agrees that these representations and warranties are essential inducements on which HHSC relies in awarding this contract.

4. Contractor's representations and warranties under this subsection will survive the termination or expiration of the contract and will remain in full force and effect throughout the useful life of the Product.

12.06   Remedies

1. Pursuant to Texas Government Code Sec. 2054.465, neither Contractor nor any other person has cause of action against HHSC for a claim of a failure to comply with Texas Government Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.

2. In the event of a breach of Contractor's representations and warranties, Contractor will be liable for direct and consequential damages and any other remedies to which HHSC may be entitled. This remedy is cumulative of any and all other remedies to which HHSC may be entitled under this contract and other applicable law.

Article XIII.   MISCELLANEOUS PROVISIONS

13.01   Conflicts of Interest

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict

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in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

13.02   Flow Down Provisions

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of Work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

13.03   Manufacturer's Warranties

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the Work, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

13.04   Anti-boycott Provision

Pursuant to Texas Government Code § 2270.002, HHSC may not award a contract for goods or services unless the contract contains a written verification from the Contractor that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. By executing the Contract, Contractor certifies that it does not boycott Israel and agress it will not boycott Israel during the term of the Contract.

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V0.1

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RFO No. HHS0001166
Texas Department of State Health Services (DSHS)

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ARTICLE I. DEFINITIONS AND INTERPRETATIONS

1.1. **Definitions**

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"**Amendment**" means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

"**Attachment**" means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

"**Contract**" means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, purchase orders, Work Orders, or Technical Guidance Letters that may be issued by HHSC, to be incorporated by reference herein for all purposes if issued.

"**Contractor**" means the Party selected to provide the goods or services under this Contract, if any.

"**Deliverable**" means a work product prepared, developed, or procured by Contractor as part of the Services under the Contract for the use or benefit of HHSC or the State of Texas.

"**Effective Date**" means the date agreed to by the Parties as the date on which the Contract takes effect.

"**Federal Fiscal Year**" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"**GAAP**" means Generally Accepted Accounting Principles.

"**GASB**" means the Governmental Accounting Standards Board.

"**Health and Human Services Commission**" or "**HHSC**" means the administrative agency established under Chapter 531, Texas Government Code or its designee.

"**HUB**" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"**Intellectual Property**" means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

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"**Mentor Protégé**" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/.

"**Parties**" means HHSC and Contractor, collectively.

"**Party**" means either HHSC or Contractor, individually.

"**Project**" means the goods or Services described in the Signature Document or a Work Order of this Contract.

"**Public Information Act**" or "**PIA**" means Chapter 552 of the Texas Government Code.

"**Scope of Work**" means the description of Services and Deliverables specified in the Contract as may be amended.

"**Services**" means the tasks, functions, and responsibilities assigned and delegated to Contractor under the Contract.

"**Signature Document**" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

"**Solicitation**" means the document issued by HHSC under which the goods or services provided under the Contract were initially requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

"**Solicitation Response**" means Contractor's full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

"**State Fiscal Year**" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"**State of Texas Textravel**" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"**Subcontract**" means any written agreement between Contractor and a third party to fulfill the requirements of the Contract. All Subcontracts are required to be in writing.

"**Subcontractor**" means any individual or entity that enters a contract with the Contractor to perform part or all of the obligations of Contractor under this Contract.
"**System Agency**" means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Family and Protective Services, and the Department of State Health Services.

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"**Technical Guidance Letter**" or "**TGL**" means an instruction, clarification, or interpretation of the requirements of the Contract, issued by HHSC to the Contractor.

"**Work**" means all Services to be performed, goods to be delivered, and any appurtenant actions performed and items produced, conceived, or developed, including Deliverables.

"**Work Order**" means an individually negotiated document that is executed by both Parties and which authorizes a Project, if any, in an indefinite quantity Contract.

1.2. Interpretive Provisions

1. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

2. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.

3. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

4. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.

5. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.

6. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.

7. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.

8. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.

9. Unless otherwise expressly provided, reference to any action of HHSC or by HHSC

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by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."

10. Time is of the essence in this Contract.

ARITCLE II. CONSIDERATION

2.1. **Prompt Payment**
HHSC will pay Contractor in accordance with the Prompt Payment Act, Texas Government Code, Chapter 2251.

2.2. **Expenses**
Except as otherwise provided in the Contract, no ancillary expenses incurred by the Contractor in connection with its provision of the Services or Deliverables will be reimbursed by HHSC. Ancillary expenses include, but are not limited to costs associated with transportation, delivery, and insurance for each Deliverable**.**

When the reimbursement of travel expenses is authorized by the Contract, all such expenses will be reimbursed in accordance with the rates set by the State of Texas Textravel.

2.3. **Work Orders**
To the extent the Contract is for indefinite quantities of services, as specified in the Signature Document, all Work will be performed in accordance with Work Orders.

1. Upon identification of a Project, HHSC will request that Contractor submit a proposal, including pricing and a project plan, to HHSC.

2. If Contractor is selected to carry out an individual Project, a Work Order will be issued. Multiple Work Orders may be issued during the term of this Contract, all of which will be in writing and signed by the Parties. Each Work Order will include a scope of services; a list of tasks required; a time schedule; a list of Deliverables, if any; a detailed Project budget; and such other information or special conditions as may be necessary for the work assigned.

3. Nothing in this Contract expresses or guarantees that HHSC will issue Work Orders to Contractor for any of the tasks set forth in the Signature Document. All work requested under this Contract will be required on an irregular and as needed basis throughout the Contract term, and HHSC makes no guarantee of volume or usage under this Contract.

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ARTICLE III. STATE AND FEDERAL FUNDING

3.1. **Funding**

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, HHSC may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to HHSC, if sufficient and adequate funds are not available. Contractor will have no right of action against HHSC if HHSC cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, HHSC will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.2. **No Debt Against The State**

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.3. **Debt to State**

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Contractor acknowledges HHSC's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.4. **Recapture of Funds**

HHSC may withhold all or part of any payments to Contractor to offset overpayments made to the Contractor or to collect liquidated damages assessed against the Contractor. Overpayments as used in this Section include payments (i) made by HHSC that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Contractor understands and agrees that it will be liable to HHSC for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Contractor further understands and agrees that reimbursement of such disallowed costs will be paid by Contractor from funds which were not provided or otherwise made available to Contractor under this Contract.

ARTICLE IV. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

4.1. **Warranty**

Contractor warrants that all Work under this Contract will be completed in a manner consistent with standards under the terms of this Contract, in the applicable trade, profession, or industry; will conform to or exceed the specifications set forth in the Contract; and will be fit for ordinary use, of good quality, and with no material defects. If Contractor fails to complete Work timely or to perform satisfactorily under conditions required by this Contract, HHSC may require Contractor, at its sole expense, to:

1. Repair or replace all defective or damaged Work;

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2. Refund any payment received for all defective or damaged Work and, in conjunction therewith, require Contractor to accept the return of such Work; and

3. Take necessary action to ensure that future performance and Work conform to the Contract requirements.

4.2. General Affirmations

Contractor further certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Contractor is in compliance with each of the requirements reflected therein.

4.3. Federal Assurances

Contractor further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Contractor is in compliance with each of the requirements reflected therein.

4.4. Federal Certifications

Contractor further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Contractor is in compliance with each of the requirements reflected therein. **In addition, Contractor certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract**.

ARTICLE V. OWNERSHIP AND INTELLECTUAL PROPERTY

5.1. Ownership

HHSC will own, and Contractor hereby assigns to HHSC, all right, title, and interest in all Work.

5.2. Intellectual Property

1. To the extent any Work results in the creation of Intellectual Property, all right, title, and interest in and to such Intellectual Property will vest in HHSC upon creation and will be deemed to be a "work made for hire" and made in the course of the services rendered pursuant to this Contract.

2. To the extent that title to any such Intellectual Property may not by law vest in HHSC, or such Intellectual Property may not be considered a "work made for hire," all rights, title, and interest therein are hereby irrevocably assigned to HHSC. HHSC will have the right to obtain and to hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protection as may be appropriate to the subject matter, including extensions and renewals thereof.

3. Contractor must give HHSC and the State of Texas, as well as any person designated by HHSC or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond the stated amount payable to Contractor for the

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services authorized under this Contract.

ARTICLE VI. RECORDS, AUDIT, AND DISCLOSURE

6.1. **Books and Records**

Contractor will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to HHSC, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Contractor will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

6.2. **Access to Records, Automated Systems, Books, and Documents**

In addition to any right of access arising by operation of law, Contractor and any of Contractor's affiliate or subsidiary organizations, or Subcontractors will permit HHSC or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to:

1. Financial
2. Automated Systems under Design Development and Implementation (DDI) and/or Agile operations
3. Automated Systems being supported and maintained for use by clients and state staff
4. Pertinent cost records of contractors and subcontractors
5. Electronic records
6. Client and patient records
7. Books
8. Papers or documents

related to this Contract.

If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by HHSC or any duly authorized authority, for the purpose of investigation or hearing, Contractor will produce original documents related to this Contract. HHSC and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Contractor will include this provision concerning the right of access to, and examination of, sites, automated systems, electronic records and any other information related to this Contract in any Subcontract it awards.

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6.3. **Response/Compliance with Audit or Inspection Findings**

1. Contractor must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at corrects the noncompliance will be solely the decision of HHSC.

2. As part of the Services, Contractor must provide to HHSC upon request a copy of those portions of Contractor's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

6.4. **SAO Audit**

Contractor understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Contractor agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Contractor and the requirement to cooperate is included in any Subcontract it awards.

6.5. **Confidentiality**

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Contractor agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Contractor. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

6.6. **Public Information Act**

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Contractor must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VII. CONTRACT MANAGEMENT AND EARLY TERMINATION

7.1. **Contract Management**

To ensure full performance of the Contract and compliance with applicable law, HHSC may take

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actions including:

1. Suspending all or part of the Contract;

2. Requiring the Contractor to take specific corrective actions in order to remain in compliance with term of the Contract;

3. Recouping payments made to the Contractor found to be in error;

4. Suspending, limiting, or placing conditions on the continued performance of Work;

5. Imposing any other remedies authorized under this Contract; and

6. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

7.2. Termination for Convenience

HHSC may terminate the Contract, in whole or in part, at any time when, in its sole discretion, HHSC determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

7.3. Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, HHSC may terminate the Contract, in whole or in part, upon either of the following conditions:

1. Material Breach

HHSC will have the right to terminate the Contract in whole or in part if HHSC determines, at its sole discretion, that Contractor has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Contractor's duties under the Contract. Contractor's misrepresentation in any aspect of Contractor's Solicitation Response, if any, or Contractor's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

2. Failure to Maintain Financial Viability

HHSC may terminate the Contract if, in its sole discretion, HHSC has a good faith belief that Contractor no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

7.4. Contractor Responsibility for Associated Costs

If HHSC terminates the Contract for Cause, the Contractor will be responsible to HHSC for all costs incurred by HHSC and the State of Texas to replace the Contractor. These costs include, but are not limited to, the costs of procuring a substitute vendor and the cost of any claim or litigation that is reasonably attributable to Contractor's failure to perform any Work in accordance with the terms of the Contract.

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7.5. **Equitable Settlement**

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

8.1. **Amendment**

The Contract may only be amended by an Amendment executed by both Parties.

8.2. **Insurance**

Contractor will acquire and maintain, for the duration of this Contract, the insurance coverage approved by HHSC and necessary to (1) ensure proper fulfillment of this Contract and (2) protect both the Contractor and the State from potential losses and liabilities. Such insurance shall be maintained with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount and approved by HHSC. HHSC shall be named as an additional insured on all liability and casualty policies. Contractor will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of HHSC the nature and extent of coverage granted by each such policy, upon request by HHSC. In the event that any policy is determined by HHSC to be deficient to comply with the terms of this Contract, Contractor will secure such additional policies or coverage as HHSC may reasonably request or as are required by law or regulation. If coverage expires during the term of this Contract, Contractor must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Contractor and its Subcontractors, if any. Contractor is responsible for ensuring its Subcontractors' compliance with all requirements.

8.3. **Delegation of Authority**

Whenever, by any provision of the Contract, any right, power or duty is imposed or conferred on HHSC, the right power or duty so imposed or conferred is possessed and exercised by the System Agencies Executive Commissioner unless such is delegated to duly appointed agents or employees. The Executive Commissioner of HHSC will reduce any delegation of authority to writing and provide a copy to Contractor on request.

The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not reply upon implied authority and is not delegated authority under the Contract to:

1. Make public policy;

2. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC program; or

3. Unilaterally communicate or negotiate with any federal or state agency or the Texas

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Legislature on behalf of HHSC regarding HHSC programs or the Contract. However, upon request and reasonable notice to the Contractor, Contract will assist HHSC in communications and negotiations regarding the Work under the Contract with state and federal governments.

8.4. Legal Obligations

Contractor will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Contractor will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

8.5. E-Verify

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of:

a.   All persons employed during the contract term to perform duties within Texas; and
b.   All persons (including subcontractors) assigned by the contractor to perform Work pursuant to the Contract.

8.6. Permitting and Licensure

At Contractor's sole expense, Contractor will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or Services required by this Contract. Contractor will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Contractor agrees to be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract.

8.7. Indemnity

TO THE EXTENT ALLOWED BY LAW, CONTRACTOR WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND HHSC AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES,   AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

1. **CONTACTOR'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, OR ANY AGENT, EMPLOYEE SUBCONTACTOR , OR SUPPLIER OF CONTRACTOR, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF CONTRACTOR, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**

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2. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY CONTRACTOR, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF CONTRACTOR, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

3. EMPLOYEMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST CONTRACTOR, ITS OFFICERS, OR ITS AGENTS; OR

4. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

CONTRACTOR WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE HHSC FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF HHSC OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

8.8. Assignments

Contractor may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of HHSC, which may be withheld or granted at the sole discretion of HHSC. Except where otherwise agreed in writing by HHSC, assignment will not release Contractor from its obligations under the Contract.

Contractor understands and agrees HHSC may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

8.9. Subcontracts

Contractor will be responsible to HHSC for any Subcontractor's Nothing in this performance under this Contract. Contract will be construed to relieve for ensuring Contractor of the responsibility that the goods delivered or services rendered by Contractor or any of its Subcontractors comply with all of the terms and provisions of this Contract. Contractor will provide written notification to HHSC of any Subcontractor receiving compensation of One hundred thousand dollars ($100,000.00) or more of the Work under this Contract, including the name and taxpayer identification number of Subcontractor, the task(s) being performed, and the number of Subcontractor employees expected to perform Services. The System Agency reserves the right to:

1. Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;

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2. Object to the selection of the Subcontractor; or

3. Object to the subcontracting of the Work proposed to be Subcontracted.

8.10.   HUB/MENTOR PROTÉGÉ

In accordance with State law, it is HHSC's policy to assist HUBs whenever possible in providing goods and services to HHSC. HHSC encourages those parties with whom it contracts for the provision of goods and services to adhere to this same philosophy in selecting Subcontractors to assist in fulfilling their obligations with the System Agency. In addition to information required by this Contract, the contracting Party will provide the procurement department of HHSC with pertinent details of any participation by a HUB in fulfilling the duties and obligations arising hereunder.

HHSC encourages the Parties it contracts with to partner with certified HUBs that participate in the Texas Comptroller of Public Accounts' Mentor Protégé Program.

8.11.   Relationship of the Parties

Contractor is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for HHSC any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other Party.

Contractor will be solely responsible for, and HHSC will have no obligation with respect to:

1. Payment of Contractor's employees for all Services performed;

2. Ensuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;

3. Withholding of income taxes, FICA, or any other taxes or fees;

4. Industrial or workers' compensation insurance coverage;

5. Participation in any group insurance plans available to employees of the State of Texas;

6. Participation or contributions by the State to the State Employees Retirement System;

7. Accumulation of vacation leave or sick leave; or

8. Unemployment compensation coverage provided by the State.

8.12.   Technical Guidance Letters

In the sole discretion of HHSC, and in conformance with federal and state law, HHSC may issue instructions, clarifications, or interpretations as may be required during Work performance in the

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form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by HHSC will be incorporated into the Contract by reference herein for all purposes when it is issued.

8.13. Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by HHSC. Contractor irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

8.14. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

8.15. Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

8.16. Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

8.17. Dispute Resolution

If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

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8.18. No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

8.19. Publicity

Except as provided in the paragraph below, Contractor must not use the name of, or directly or indirectly refer to, HHSC, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Contractor may publish, at its sole expense, results of Contractor performance under the Contract with HHSC's prior review and approval, which HHSC may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from HHSC and any Federal agency, as appropriate.

8.20. Prohibition on Non-Compete Restrictions

Contractor will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

8.21. No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by HHSC.

8.22. Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by HHSC.

8.23. Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

8.24. Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor with respect to compensation.

8.25. Civil Rights

1. Contractor agrees to comply with state and federal anti-discrimination laws, including:
   a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
   b. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   c. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
   d. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);

    e.   Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);

    f.   Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and

    g.   HHSC's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Contractor agrees to comply with all amendments to these laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any service or other benefit provided by Federal or State funding, or otherwise be subjected to discrimination.

2. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to take reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

3. Contractor agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications

4. Contractor agrees to comply with Executive Orders 13279 and 13559, and their implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Contractor must provide written notice to beneficiaries of their rights.

5. Upon request, Contractor will provide the HHSC Civil Rights Office with copies of the Contractor's civil rights policies and procedures.

6. Contractor must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. This notice must be directed to:

6. Type(s) of HHS Confidential Information the Entity or Applicant/Bidder will create, receive, maintain, use, disclose or have access to: (Check all that apply)	HIPAA ☐	CJIS ☐	IRS FTI ☐	CMS ☐	SSA ☐	PII ☐
• Health Insurance Portability and Accountability Act (HIPAA) data • Criminal Justice Information Services (CJIS) data • Internal Revenue Service Federal Tax Information (IRS FTI) data • Centers for Medicare & Medicaid Services (CMS) • Social Security Administration (SSA) • Personally Identifiable Information (PII)	Other (Please List)					

7. Number of Storage Devices for HHS Confidential Information (as defined in the HHS Data Use Agreement (DUA))	Total # (Sum a-d)
Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.	0
a. **Devices.** Number of personal user computers, devices or drives, including mobile devices and mobile drives.	
b. **Servers.** Number of Servers that are not in a data center or using Cloud Services.	
c. **Cloud Services.** Number of Cloud Services in use.	
d. **Data Centers.** Number of Data Centers in use.	

8. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year:	Select Option
a. 499 individuals or less b. 500 to 999 individuals c. 1,000 to 99,999 individuals d. 100,000 individuals or more	◯ a. ◯ b. ◯ c. ◯ d.

9. HIPAA Business Associate Agreement	Yes or No
a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered HHS agency for a HIPAA-covered function?	◯ Yes ◯ No
b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "No" if not applicable, such as for agencies not covered by HIPAA.)	◯ Yes ◯ No

10. **Subcontractors.** If the Applicant/Bidder responded "0" to Question 4 (indicating no subcontractors), check "No" for both 'a.' and 'b.' to indicate "N/A."	Yes or No
a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?	◯ Yes ◯ No
b. Will Applicant/Bidder obtain written approval from an HHS agency before entering into any agreements with subcontractors to handle HHS Confidential Information on behalf of Applicant/Bidder?	◯ Yes ◯ No

11. Does Applicant/Bidder have any **Optional Insurance** currently in place? Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	○ Yes ○ No

Section B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

For any questions answered "No", an Action Plan for Compliance with a timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA related items is 30 calendar days, PII related items is 90 calendar days.

1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	**Yes or No**
a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information on behalf of an HHS agency?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:

d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three):
  i. Immediate breach notification to the HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA;
  ii. Following a documented breach response plan, in accordance with the DUA and applicable law; &
  iii. Notifying Individuals and Reporting Authorities whose HHS Confidential Information has been breached, as directed by the HHS agency?
	○ Yes
	○ No

Action Plan for Compliance with a Timeline:	Compliance Date:

e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:

f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:

g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by an HHS agency?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:

h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:

i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of HHS Confidential Information within 60 days of identification of a need for update?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:

j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the HHS Confidential Information, except for an Authorized Purpose, without express written authorization from an HHS agency or as expressly permitted by the Base Contract?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
k. If Applicant/Bidder intends to use, disclose, create, maintain, store or transmit HHS Confidential Information outside of the United States of America, will Applicant/Bidder obtain the express prior written permission from the HHS agency and comply with the HHS agency conditions for safeguarding offshore HHS Confidential Information?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of HHS Confidential Information?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of HHS pursuant to the DUA, or to publish HHS Confidential Information without express prior approval of the HHS agency?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling HHS Confidential Information, (2) a requirement to complete training before access is given to HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.	○ Yes ○ No

Action Plan for Compliance with a Timeline:	Compliance Date:

3. Does Applicant/Bidder have Privacy Safeguards to protect HHS Confidential Information in oral, paper and/or electronic form?

○ Yes
○ No

"Privacy Safeguards" means protection of HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.

Action Plan for Compliance with a Timeline:	Compliance Date:

4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to HHS Confidential Information, whether oral, written or electronic?

○ Yes
○ No

Action Plan for Compliance with a Timeline:	Compliance Date:

5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle HHS Confidential Information from the list of Authorized Users?

○ Yes
○ No

Action Plan for Compliance with a Timeline:	Compliance Date:

Section C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)

This section is about your electronic system. If your business DOES NOT store, access, or transmit HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.	No Electronic Systems

For any questions answered "No", an Action Plan for Compliance with a timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA related items is 30 calendar days, PII related items is 90 calendar days.

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1. Does the Applicant/Bidder ensure that services which access, create, disclose, receive, transmit, maintain, or store HHS Confidential Information are maintained **IN** the United States (no offshoring) unless **ALL** of the following requirements are met?

    a. The data is encrypted with FIPS 140-2 compliant encryption
    b. The offshore provider does not have access to the encryption keys
    c. The Applicant/Bidder maintains the encryption key within the United States
    d. The Application/Bidder has obtained the express prior written permission of the HHS agency

For more information regarding FIPS 140-2 encryption products, please refer to:
http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm

○ Yes
○ No

Action Plan for Compliance with a Timeline:

Compliance Date:

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2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?

○ Yes
○ No

Action Plan for Compliance with a Timeline:

Compliance Date:

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3. Does Applicant/Bidder monitor and manage access to HHS Confidential Information (e.g., a formal process exists for granting access and validating the need for users to access HHS Confidential Information, and access is limited to Authorized Users)?

○ Yes
○ No

Action Plan for Compliance with a Timeline:

Compliance Date:

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4. Does Applicant/Bidder a) have a system for changing default passwords, b) require user password changes at least every 90 calendar days, and c) prohibit the creation of weak passwords (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible) for all computer systems that access or store HHS Confidential Information.

If yes, upon request must provide evidence such as a screen shot or a system report.

○ Yes
○ No

Action Plan for Compliance with a Timeline:

Compliance Date:

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5. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain HHS Confidential Information have a unique user name (account) and private password?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store HHS Confidential Information?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
7. Does Applicant/Bidder secure, manage and encrypt remote access (including wireless access) to computer systems containing HHS Confidential Information? (e.g., a formal process exists for granting access and validating the need for users to remotely access HHS Confidential Information, and remote access is limited to Authorized Users). *Encryption is required for all HHS Confidential Information. Additionally, **FIPS 140-2** compliant encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.* *For more information regarding FIPS 140-2 encryption products, please refer to:* *http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm*	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:

10. Does Applicant/Bidder use encryption products to protect HHS Confidential Information that is _transmitted_ over a public network (e.g., the Internet, WiFi, etc.). **If yes, upon request must provide evidence such as a screen shot or a system report.** _Encryption is required for all HHS Confidential Information. Additionally, **FIPS 140-2** compliant encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data._ _For more information regarding FIPS 140-2 encryption products, please refer to:_ _http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm_	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
11. Does Applicant/Bidder use encryption products to protect HHS Confidential Information _stored_ on end user devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.)? **If yes, upon request must provide evidence such as a screen shot or a system report.** _Encryption is required for all HHS Confidential Information. Additionally, **FIPS 140-2** compliant encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data._ _For more information regarding FIPS 140-2 encryption products, please refer to:_ _http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm_	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
12. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
13. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
14. Does Applicant/Bidder prohibit the access, creation, disclosure, reception, transmission, maintenance, and storage of HHS Confidential Information with a subcontractor (e.g. cloud services, social media, etc.) unless HHS has approved the subcontractor agreement which must include compliance and liability clauses with the same requirements as the Applicant/Bidder?	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:

HHS Enterprise Data Use Agreement, Attachment 2:
SECURITY AND PRIVACY INITIAL INQUIRY (SPI)

15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
17. Does the Applicant/Bidder review system security logs on computing systems that access or store HHS Confidential Information for abnormal activity or security concerns on a regular basis?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
18. Notwithstanding records retention requirements, does Applicant/Bidder's disposal processes for HHS Confidential Information ensure that HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:

Section D: Signature and Submission

Please sign the form digitally, if possible. If you can't, provide a handwritten signature.

1. I certify that all of the information provided in this form is truthful and correct to the best of my knowledge. If I learn that any such information was not correct, I agree to notify HHS of this immediately.

2. Signature	**3.** Title	**4.** Date:

To **submit** the completed, signed form:

• Email the form as an attachment to the appropriate HHS Contract Manager.

Section E: To Be Completed by HHS Agency Staff:

Agency(s):

HHSC: ☐   DADS: ☐   DFPS: ☐   DSHS: ☐

Requesting Department(s):

Legal Entity Tax Identification Number (TIN) (Last four Only):

PO/Contract(s) #:

Contract Manager:

Contract Manager Email Address:

Contract Manager Telephone #:

INSTRUCTIONS FOR COMPLETING THE SECURITY AND PRIVACY INITIAL INQUIRY (SPI)
Attachment 2 to the HHS Enterprise Data Use Agreement

Below are instructions for Applicants, Bidders and Contractors for Health and Human Services requiring the Attachment 2, Security and Privacy Inquiry (SPI) to the Data Use Agreement (DUA). Instruction item numbers below correspond to sections on the SPI form.

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses in sections B and C prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers in Sections B and C below prior to performing any work on behalf of any HHS agency. For existing contracts or renewals with "No" responses, there must be an action plan for remediation of Section B and C within 30 calendar days for HIPAA related contracts and 90 days for others from the date the form is signed

SECTION A. APPLICANT /BIDDER INFORMATION

Item #1. Per the HHS Data Use Agreement (DUA), only contractors that access, transmit, stores, and/or maintains Confidential Information will complete and return to HHS at infosecruity@hhsc.state.tx.us the HHS information security and privacy inquiry (SPI).

Item #2. Entity or Applicant/Bidder Legal Name. Provide the legal name of the business (the name used for legal purposes, like filing a federal or state tax form on behalf of the business, and is not a trade or assumed named "dba"), the legal tax identification number (last four numbers only) of the entity or applicant/bidder, the address of the corporate or main branch of the business, the telephone number where the business can be contacted regarding questions related to the information on this form and the website of the business, if a website exists.

Item #3. Number of Employees, at all locations, in Applicant/Bidder's workforce. Provide the total number of individuals, including volunteers, subcontractors, trainees, and other persons who work for the business. If you are the only employee, please answer "1."

Item #4. Number of Subcontractors. Provide the total number of subcontractors working for the business. If you have none, please answer "0" zero.

Item #5. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year. Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle HHS Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.

Item #5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder. As with all other fields on the SPI, this is a required field. This may be the same person and the owner of the business if such person has the security and privacy knowledge that is required to implement the requirements of the DUA and respond to questions related to the SPI. In 4.A. provide the name, address, telephone number, and email address of the person whom you have designated to answer any security questions found in Section C and in 4.B. provide this information for the person whom you have designated as the person to answer any privacy questions found in Section B. The business may contract out for this expertise; however, designated individual(s) must have knowledge of the business's devices, systems and methods for use, disclosure, creation, receipt, transmission and maintenance of HHS Confidential Information and be willing to be the point of contact for privacy and security questions.

Item #6. Type(s) of HHS Confidential Information the Entity or Applicant/Bidder Will Create, Receive, Maintain, Use, Disclose or Have Access to: Provide a complete listing of all HHS Confidential Information that the Contractor will create, receive, maintain, use, disclose or have access to. The DUA section Article 2, Definitions, defines HHS Confidential Information as:

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

(1) Client Information;
(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Personally Identifiable Information;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

Definitions for the following types of confidential information can be found the following sites:

- *Health Insurance Portability and Accountability Act (HIPAA) - http://www.hhs.gov/hipaa/index.html*
- *Criminal Justice Information Services (CJIS) - https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center*
- *Internal Revenue Service Federal Tax Information (IRS FTI) - https://www.irs.gov/pub/irs-pdf/p1075.pdf*
- *Centers for Medicare & Medicaid Services (CMS) - https://www.cms.gov/Regulations-and-Guidance/Regulations-and-Guidance.html*
- *Social Security Administration (SSA) - https://www.ssa.gov/regulations/*
- *Personally Identifiable Information (PII) - http://csrc.nist.gov/publications/nistpubs/800-122/sp800-122.pdf*

Item #7. Number of Storage devices for HHS Confidential Information. *The total number of devices is automatically calculated by exiting the fields in lines a - d. Use the <Tab> key when exiting the field to prompt calculation, if it doesn't otherwise sum correctly.*

- **Item 7a. Devices**. *Provide the number of personal user computers, devices, and drives (including mobile devices, laptops, USB drives, and external drives) on which your business stores or will store HHS Confidential Information.*
- **Item 7b. Servers**. *Provide the number of servers not housed in a data center or "in the cloud," on which HHS Confidential Information is stored or will be stored. A server is a dedicated computer that provides data or services to other computers. It may provide services or data to systems on a local area network (LAN) or a wide area network (WAN) over the Internet. If none, answer "0" (zero).*
- **Item 7c. Cloud Services**. *Provide the number of cloud services to which HHS Confidential Information is stored. Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than on a local server or a personal computer. If none, answer "0" (zero.)*
- **Item 7d. Data Centers.** *Provide the number of data centers in which you store HHS Confidential Information. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business. If none, answer "0" (zero).*

Item #8. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle Confidential Information during one year. *Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.*

Item #9. HIPAA Business Associate Agreement.

- **Item #9a.** *Answer "yes" if your business will use, disclose, create, receive, transmit, or store information relating to a client/consumer's healthcare on behalf of the Department of State Health Service, the Department of Disability and Aging Services, or the Health and Human Services commission for treatment, payment, or operation of Medicaid or Medicaid clients. If your contract does not include HIPAA covered information, respond "no."*
- **Item #9b.** *Answer "yes" if your business has a notice of privacy practices (a document that explains how you protect and use a client/consumer's healthcare information) displayed either on a website (if one exists for your business) or in your place of business (if that location is open to clients/consumers or the public). If your contract does not include HIPAA covered information, respond "no."*

Item #10. Subcontractors. *If your business responded "0" to question 3 (number of subcontractors), Answer "no" to Items 9a and 9b to indicate not applicable.*

- **Item #10a.** *Answer "yes" if your business requires that all subcontractors sign Attachment 1 of the DUA.*
- **Item #10b.** *Answer "yes" if your business obtains HHS approval before permitting subcontractors to handle HHS Confidential Information on your business's behalf.*

Item #11. **Optional Insurance.** *Answer "yes" if applicant has optional insurance in place to provide coverage for a Breach or any*

other situations listed in this question. If you do not have this optional coverage, answer "no."

SECTION B. PRIVACY RISK ANALYSIS AND ASSESSMENT

Reasonable and appropriate written Privacy and Security policies and procedures are required, even for sole proprietors who are the only employee, to demonstrate how your business will safeguard HHS Confidential Information and respond in the event of a Breach of HHS Confidential Information. To ensure that your business is prepared, all of the items below must be addressed in your written Privacy and Security policies and procedures.

For any question Section B or Section C question that is answered "no", an explanation of how compliance will be corrected and a date when compliance will be complete in the designated areas below the question.

Item #1. Answer "yes" if you have written policies in place for each of the areas (a-o).

- **Item #1a.** Answer "yes" if your business has written policies and procedures that identify everyone, including subcontractors, who are authorized to use HHS Confidential Information. The policies and procedures should also identify the reason why these Authorized Users need to access the HHS Confidential Information and this reason must align with the Authorized Purpose described in the Scope of Work or description of services in the Base Contract with the HHS agency.

- **Item #1b.** Answer "yes" if your business has written policies and procedures that require your employees (including yourself), your volunteers, your trainees, and any other persons whose work you direct, to comply with the requirements of HIPAA, if applicable, and other confidentiality laws as they relate to your handling of HHS Confidential Information. Refer to the laws and rules that apply, including those referenced in the DUA and Scope of Work or description of services in the Base Contract.

- **Item #1c.** Answer "yes" if your business has written policies and procedures that limit the HHS Confidential Information you disclose to the minimum necessary for your workforce and subcontractors (if applicable) to perform the obligations described in the Scope of Work or service description in the Base Contract. (e.g., if a client/consumer's Social Security Number is not required for a workforce member to perform the obligations described in the Scope of Work or service description in the Base Contract, then the Social Security Number will not be given to them.) If you are the only employee for your business, policies and procedures must not include a request for, or use of, HHS Confidential Information that is not required for performance of the services.

- **Item #1d.** Answer "yes" if your business has written policies and procedures that explain how your business would respond to an actual or a suspected breach of HHS Confidential Information. The written policies and procedures, at a minimum, must include the three items below. If any response to the three items below are no, answer "no."

  - **Item #1di.** Answer "yes" if your business has written policies and procedures that require your business to immediately notify HHS, the HHS Agency, regulatory authorities, or other required Individuals or Authorities of a Breach as described in Article 4, Section 4 of the DUA.
    Refer to Article 4, Section 4.01:

    Initial Notice of Breach must be provided in accordance with HHS and DUA requirements with as much information as possible about the Event/Breach and a name and contact who will serve as the single point of contact with HHS both on and off business hours. Time frames related to Initial Notice include:
    - *within one hour of Discovery of an Event or Breach of Federal Tax Information, Social Security Administration Data, or Medicaid Client Information*
    - *within 24 hours of all other types of HHS Confidential Information **48-hour Formal Notice** must be provided no later than 48 hours after Discovery for protected health information, sensitive personal information or other non-public information and must include applicable information as referenced in Section 4.01 (C) 2. of the DUA.*

  - **Item #1dii.** Answer yes, if your business has written policies and procedures require you to have and follow a written breach response plan as described in Article 4 Section 4.02 of the DUA.

  - **Item #1diii.** Answer "yes", if your business has written policies and procedures require you to notify Reporting Authorities and Individuals whose HHS Confidential Information has been breached as described in Article 4 Section 4.03 of the DUA.

- **Item #1e.** Answer "yes", if your business has written policies and procedures requiring annual training of your entire workforce on matters related to confidentiality, privacy, and security, stressing the importance of promptly reporting any

Event or Breach, outlines the process that you will use to require attendance and track completion for employees who failed to complete annual training.

- **Item #1f.** Answer "yes", if your business has written policies and procedures requiring you to allow individuals (clients/consumers) to access their individual record of HHS Confidential Information, and allow them to amend or correct that information, if applicable.

- **Item #1g.** Answer "yes", if your business has written policies and procedures restricting access to HHS Confidential Information to only persons who have been authorized and trained on how to handle HHS Confidential Information

- **Item #1h.** Answer "yes", if your business has written policies and procedures requiring sanctioning of any subcontractor, employee, trainee, volunteer, or anyone whose work you direct when they have accessed HHS Confidential Information but are not authorized to do so, and that you have a method of proving that you have sanctioned such an individuals. If you are the only employee, you must demonstrate how you will document the noncompliance, update policies and procedures if needed, and seek additional training or education to prevent future occurrences.

- **Item #1i.** Answer "yes", if your business has written policies and procedures requiring you to update your policies within 60 days after you have made changes to how you use or disclose HHS Confidential Information.

- **Item #1j.** Answer "yes" if your business has written policies and procedures requiring you to restrict attempts to take de-identified data and re-identify it or restrict any subcontractor, employee, trainee, volunteer, or anyone whose work you direct, from contacting any individuals for whom you have HHS Confidential Information except to perform obligations under the contract, or with written permission from HHS.

- **Item #1k.** Answer "yes" if your business has written policies and procedures prohibiting you from using, disclosing, creating, maintaining, storing or transmitting HHS Confidential Information outside of the United States.

- **Item #1l.** Answer "yes", if your business has written policies and procedures requiring your business to cooperate with HHS agencies or federal regulatory entities for inspections, audits, or investigations related to compliance with the DUA or applicable law.

- **Item #1m.** Answer "yes" if your business has written policies and procedures requiring your business to use appropriate standards and methods to destroy or dispose of HHS Confidential Information. Policies and procedures should comply with HHS requirements for retention of records and methods of disposal.

- **Item #1n.** Answer "yes" if your business has written policies and procedures prohibiting the publication of the work you created or performed on behalf of HHS pursuant to the DUA, or other HHS Confidential Information, without express prior written approval of the HHS agency.

Item #2. Answer "yes" if your business has a current training program that meets the requirements specified in the SPI for you, your employees, your subcontractors, your volunteers, your trainees, and any other persons under you direct supervision.

Item #3. Answer "yes" if your business has privacy safeguards to protect HHS Confidential Information as described in the SPI.

Item #4. Answer "yes" if your business maintains current lists of persons in your workforce, including subcontractors (if applicable), who are authorized to access HHS Confidential Information. If you are the only person with access to HHS Confidential Information, please answer "yes."

Item #5. Answer "yes", if your business and subcontractors (if applicable) monitor for and remove from the list of Authorized Users, members of the workforce who are terminated or are no longer authorized to handle HHS Confidential Information. If you are the only one with access to HHS Confidential Information, please answer "yes".

SECTION C. SECURITY RISK ANALYSIS AND ASSESSMENT

This section is about your electronic systems. If you DO NOT store HHS Confidential Information in electronic systems (e.g., laptop, personal computer, mobile device, database, server, etc.), select the "No Electronic Systems" box and respond "yes" for all questions in this section.

Item #1. Answer "yes" if your business does not "offshore" or use, disclose, create, receive, transmit or maintain HHS Confidential Information outside of the United States. If you are not certain, contact your provider of technology services (application, cloud, data center, network, etc.) and request confirmation that they do not off-shore their data.

Item #2. Answer "yes" if your business uses a person or company who is knowledgeable in IT security to maintain or oversee the configurations of your business's computing systems and devices. You may be that person, or you may hire someone who can provide that service for you.

Item #3. Answer "yes" if your business monitors and manages access to HHS Confidential Information (i.e., reviews systems to ensure that access is limited to Authorized Users; has formal processes for granting, validating, and reviews the need for remote access to Authorized Users to HHS Confidential Information, etc.). If you are the only employee, answer "yes" if you have implemented a process to periodically evaluate the need for accessing HHS Confidential Information to fulfill your Authorized Purposes.

Item #4. Answer "yes" if your business has implemented a system for changing the password a system initially assigns to the user (also known as the default password), and requires users to change their passwords at least every 90 days, and prohibits the creation of weak passwords for all computer systems that access or store HHS Confidential Information (e.g., a strong password has a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numbers, where possible). If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example:
    http://windows.microsoft.com/en-us/windows/change-password-policy- settings#1TC=windows-7

Item #5. Answer "yes" if your business assigns a unique user name and private password to each of your employees, your subcontractors, your volunteers, your trainees and any other persons under your direct control who will use, disclose, create, receive, transmit or maintain HHS Confidential Information.

Item #6. Answer "yes" if your business locks the access after a certain number of failed attempts to login and after 15 minutes of user inactivity on all computing devices that access or store HHS Confidential Information. If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example:
    http://windows.microsoft.com/en-us/windows/change-password-policy- settings#1TC=windows-7

Item #7. Answer "yes", if your business secures, manages, and encrypts remote access, such as: using Virtual Private Network (VPN) software on your home computer to access HHS Confidential Information that resides on a computer system at a business location or, if you use wireless, ensuring that the wireless is secured using a password code. If you do not access systems remotely or over wireless, answer "yes."

Item #8. Answer "yes" if your business updates the computer security settings for all your computers and electronic systems that access or store HHS Confidential Information to prevent hacking or breaches (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit opportunities for hackers or intruders to access your system). For example, Microsoft's Windows security checklist:
    http://windows.microsoft.com/en-us/windows7/Security-checklist-for-Windows-7

Item #9. Answer "yes" if your business secures physical access to computer, paper, or other systems containing HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.). If you are the only employee and use these practices for your business, answer "yes."

Item #10. Answer "yes" if your business uses encryption products to protect HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WIFI, etc.) or that is stored on a computer system that is physically or electronically accessible to the public (FIPS 140-2 compliant encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.) For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm).

Item #11. Answer "yes" if your business stores HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can produce evidence of the encryption, such as, a screen shot or a system report (FIPS 140-2 encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.) . For more information regarding FIPS 140-2 compliant encryption products, please refer to: **http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm**). If you do not utilize end-

CISO-001-NDQ (11/16) (V2.0)   HHS Enterprise Data Use Agreement, Attachment 2:
SECURITY AND PRIVACY INITIAL INQUIRY (SPI)
Health Registries Software Development and Maintenance - RFP No. HHS0001166   **Exhibit - E (SPI) Page 17 of 18**

user electronic devices for storing HHS Confidential Information, answer "yes."

Item #12. Answer "yes" if your business requires employees, volunteers, trainees and other workforce members to sign a document that clearly outlines their responsibilities for protecting HHS Confidential Information and associated systems containing HHS Confidential Information before they can obtain access. If you are the only employee answer "yes" if you have signed or are willing to sign the DUA, acknowledging your adherence to requirements and responsibilities.

Item #13. Answer "yes" if your business is willing to perform a criminal background check on employees, subcontractors, volunteers, or trainees who access HHS Confidential Information. If you are the only employee, answer "yes" if you are willing to submit to a background check.

Item #14. Answer "yes" if your business prohibits the access, creation, disclosure, reception, transmission, maintenance, and storage of HHS Confidential Information on Cloud Services or social media sites if you use such services or sites, and there is an HHS approved subcontractor agreement that includes compliance and liability clauses with the same requirements as the Applicant/Bidder. If you do not utilize Cloud Services or media sites for storing HHS Confidential Information, answer "yes."

Item #15. Answer "yes" if your business keeps current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:
     http://windows.microsoft.com/en-US/windows7/products/features/windows-update

Item #16. Answer "yes" if your business's computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information contain up-to-date anti-malware and antivirus protection. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:
     http://windows.microsoft.com/en- US/windows7/products/features/windows-update

Item #17. Answer "yes" if your business reviews system security logs on computing systems that access or store HHS Confidential Information for abnormal activity or security concerns on a regular basis. If you use a Microsoft Windows system, refer to the Microsoft website for ensuring your system is logging security events, see example:
     http://windows.microsoft.com/en-us/windows/what-information-event-logs- event-viewer#1TC=windows-7

Item #18. Answer "yes" if your business disposal processes for HHS Confidential Information ensures that HHS Confidential Information is destroyed so that it is unreadable or undecipherable. Simply deleting data or formatting the hard drive is not enough; ensure you use products that perform a secure disk wipe. Please see NIST SP 800-88 R1, *Guidelines for Media Sanitization* and the applicable laws and regulations for the information type for further guidance.

SECTION D. SIGNATURE AND SUBMISSION

Click on the signature area to digitally sign the document. Email the form as an attachment to the appropriate HHS Contract Manager.

Exhibit F: HUB Participation Requirements

**DSHS Health Registries
Software Development and Maintenance Services
(HRSD&MS)
RFO No. HHS0001166
Texas Department of State Health Services
(DSHS)**

DocuSign Envelope ID: 8BE0C5CD-5BD2-4209-BC33-5975A7968C56

Exhibit F - HUB Participation Requirements
Texas Health and Human Services Commission
DSHS Health Registries Software Development and Maintenance - RFP No. HHS0001166

Exhibit F

Table of Contents

1   Historically Underutilized Business Participation

It is the policy of the Health and Human Services' (HHS) HUB Program Office to include the HUB Subcontracting Plan (HSP), when subcontracting opportunities are probable and a contract has an expected value of $100,000 or more over and the HSP is applicable for the life of the contract, <u>which will also be applicable to any subsequent amendments and renewals after award of the contract as related to the original HSP</u>.

In addition to, and in accordance with, Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, Rule §20.285, when the contractor is selected and decides to subcontract any part of the contract after the award, as a provision of the contract, the contractor must comply with the HSP provisions relating to developing and submitting a revised HSP before any modifications or performance in the awarded contract involving subcontracting can be authorized by the state agency.

<u>HHS has determined that subcontracting opportunities are probable for this RFP. As a result, the respondent must submit an HSP with its proposal. The HSP is required whether a respondent intends to subcontract or not.</u>

In accordance with Texas Government Code <u>Chapter 2161, Subchapter F, §2161.252 (b)</u> a proposal that does not contain a <u>HUB Subcontracting Plan</u> (HSP) is non-responsive; and in accordance with Texas Administrative Code §20.285 (b) (3) Responses that do not include a completed HUB subcontracting plan in accordance with this subsection shall be rejected without further evaluation. In addition, **if HHS determines that the HSP was not developed in good faith, it will reject the proposal for failing to comply with material RFP specifications.**

1.1   Introduction

<u>**The sole point of contact for HUB inquires:**</u>

> **Texas Health and Human Services Commission**
> **Cheryl Bradley, HUB Coordinator**
> **Phone: (512) 406-2529**
> **E-mail:** cheryl.bradley@hhsc.state.tx.us

HHS is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHS encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. HHS has adopted administrative rules relating to HUBs and a Policy on the Utilization of HUBs which is located on HHS's website.

Pursuant to Texas Government Code §2161.181 and §2161.182 and HHS's HUB policy and rules, HHS is required to make a good faith effort to increase HUB participation in its contracts. HHS may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

1.2   HHS's Administrative Rules

HHS has adopted the CPA's HUB rules as its own. HHS's rules are located in the Texas Administrative Code Title 1, Part 15, Chapter 391, Subchapter G and the CPA rules are located in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter D. If there are any discrepancies between HHS's administrative rules and this RFP, the rules shall take priority.

1.3   Statewide Annual HUB Utilization Goal

The CPA has established **statewide annual HUB utilization goals** for different categories of contracts in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter D, §20.284 of the HUB rules. In order to meet or exceed the **statewide annual HUB utilization goals**, HHS encourages outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process.

This procurement is classified as an **all other services** procurement under the CPA rule and therefore has a **statewide annual HUB utilization goal** of **26.0%** per fiscal year.

1.4   Required HUB Subcontracting Plan

Respondent must submit one (1) copy of the HSP, in accordance with the RFP, in a separate sealed envelope, with the RFP submission, labeled: "HUB Subcontracting Plan (HSP)", and include all supporting documentation in accordance with the HSP.

In the HSP, a Respondent must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt a Respondent from completing the HSP requirement.

HHS shall review the documentation submitted by the Respondent to determine if a good faith effort has been made in accordance with solicitation and HSP requirements. During the good faith effort evaluation, HHS may, at its discretion, allow revisions necessary to clarify and enhance information submitted in the original HSP.

If HHS determines that the Respondent's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

1.5   CPA Centralized Master Bidders List

Respondents may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at http://www2.cpa.state.tx.us/cmbl/cmblhub.html. For this procurement, HHS has identified the following class and item codes for potential subcontracting opportunities:

1.5.1   National Institute of Governmental Purchasing (NGIP) Class/Item Code(s):

Respondents are not required to use, nor limited to using, the class and item codes identified above, and may identify other areas for subcontracting.

- 920-23: Data Recovery
- 920-40: Programming Services, Computer, Including Mobile Device Applications
- 920-45: Software Maintenance and Support
- 920-48: Storage Services, Data Media

HHS does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so Respondents are encouraged to refer to the CMBL often to find the most current listing of HUBs.

1.6 HUB Subcontracting Procedures – If a Respondent Intends to Subcontract

An HSP must demonstrate that the Respondent made a good faith effort to comply with HHS's HUB policies and procedures. The following subparts outline the items that HHS will review in determining whether an HSP meets the good faith effort standard. A Respondent that intends to subcontract must complete the HSP to document its good faith efforts.

1.6.1 Identify Subcontracting Areas and Divide Them into Reasonable Lots

A Respondent should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

1.6.2 Notify Potential HUB Subcontractors

The HSP must demonstrate that the Respondent made a good faith effort to subcontract with HUBs. The Respondent's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:

Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The Respondent must determine which portions of work, including goods and services, will be subcontracted.

Use the appropriate method(s) to demonstrate good faith effort. The Respondent can use either method(s) 1, 2, 3, 4 or 5:

1.6.2.1 Method 1: Respondent Intends to Subcontract with only HUBs:

The Respondent must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; **or,**

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Exhibit F - HUB Participation Requirements
Texas Health and Human Services Commission
DSHS Health Registries Software Development and Maintenance - RFP No. HHS0001166

1.6.2.2 <u>Method 2:</u> Respondent Intends to Subcontract with HUB Protégé(s):

The Respondent must identify in the HSP the HUB Protégé(s) that will be utilized and should:

- include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to HHS, and
- identify areas of the HSP that will be performed by the Protégé.

HHS will accept a Mentor Protégé Agreement that has been entered into by a Respondent (Mentor) and a certified HUB (Protégé) in accordance with Texas Government Code §2161.065. When a Respondent proposes to subcontract with a Protégé(s), it does not need to provide notice to three (3) HUB vendors for that subcontracted area.

Participation in the Mentor Protégé Program, along with the submission of a Protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé; **or,**

1.6.2.3 <u>Method 3</u>: Respondent Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):

The Respondent must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this solicitation. When utilizing this method, only HUB subcontractors that have existing contracts with the Respondent for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this solicitation, Respondents may also use non-HUB subcontractors; **or,**

1.6.2.4 <u>Method 4</u>: Respondent Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):

The Respondent must identify in the HSP and submit documentation regarding both of the following requirements:

- Written notification to trade organizations or development centers that serve members of groups (e.g., Black Americans, Hispanic Americans, American Women, Asian Pacific Americans, Native Americans, and Veterans as defined by 38 U.S.C. Section 101[2]) to assist in identifying potential HUBs by disseminating subcontracting opportunities to their membership/participants of the subcontracting opportunities the Respondent intends to subcontract.

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Exhibit F - HUB Participation Requirements
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Respondents must give trade organizations and/ or development centers at least seven (7) working days prior to submission of the Respondent's response for dissemination of the subcontracting opportunities to their members. A list of trade organizations and/or development centers is located on CPA's website under the Minority and Women Organization Links.

- Written notification to at least three (3) HUB businesses of the subcontracting opportunities that the Respondent intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting proposals and must include:

  o a description of the scope of work to be subcontracted;
  o information regarding the location to review project plans or specifications;
  o information about bonding and insurance requirements;
  o required qualifications and other contract requirements; and
  o a description of how the subcontractor can contact the Respondent.

- Respondents must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the Respondent's response unless circumstances require a different time period, which is determined by the agency and documented in the contract file.

- Respondents must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Respondents may rely on the services of contractor groups, local, state and federal business assistance offices, and other organizations that provide assistance in identifying qualified applicants for the HUB program.

1.6.3   Written Justification of the Selection Process

HHS will make a determination if a good faith effort was made by the Respondent in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the Respondent's good faith efforts in developing and submission of the HSP. HHS may require the Respondent to submit additional documentation explaining how the Respondent made a good faith effort in accordance with the solicitation.

A Respondent must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the Respondent negotiated in good faith with qualified HUB bidders and did not reject qualified HUBs who were the best value responsive bidders.

1.7 Method 5: Respondent Does Not Intend to Subcontract

When the Respondent plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.

The Respondent must complete the "Self Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5. In addition, the Respondent must identify the sections of the

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Exhibit F - HUB Participation Requirements
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proposal that describe how it will complete the Scope of Work using its own resources or provide a statement explaining how it will complete the Scope of Work using its own resources. The Respondent must agree to comply with the following if requested by HHS:

- provide evidence of sufficient Respondent staffing to meet the RFP requirements;
- provide monthly payroll records showing the Respondent staff fully dedicated to the contract;
- allow HHS to conduct an on-site review of company headquarters or work site where services are to be performed and,
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.

1.8 Post-award HSP Requirements

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the HSP will become a provision of the contract with the successful Respondent(s).

After contract award, HHS will coordinate a post-award meeting with the successful Respondent to discuss HSP reporting requirements. The contractor must maintain business records documenting compliance with the HSP and must submit monthly subcontract reports to HHS by completing the HUB HSP Prime Contractor Progress Assessment Report.

This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors. Note: the PAR does not have to be returned with respondent's proposal.

As a condition of award, the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

During the term of the contract, if the parties in the contract amend the contract to include a change to the scope of work or add additional funding, HHS will evaluate to determine the probability of additional subcontracting opportunities. When applicable, the Contractor must submit an HSP change request for HHS review. The requirements for an HSP change request will be covered in the post-award meeting.

When making a change to an HSP, the Contractor will obtain prior written approval from HHS before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of a HSP.

If the Contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4.6 of this RFP (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, and/or participate in the Mentor Protégé Program).

For this reason, HHS encourages Respondents to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the Respondent plans to subcontract. Selecting additional subcontractors may help the selected contractor make changes to its original HSP, when needed, and will allow HHS to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract and will be subject to remedial actions. HHS may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program.

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HUB Subcontracting Plan (HSP) Quick Checklist

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

1. **If you will be awarding <u>all</u> of the subcontracting work you have to offer under the contract to <u>only</u> Texas certified HUB vendors, complete:**
   - ❒ Section 1 - Respondent and Requisition Information
   - ❒ Section 2 a. – Yes, I will be subcontracting portions of the contract
   - ❒ Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
   - ❒ Section 2 c. – Yes
   - ❒ Section 4 – Affirmation
   - ❒ GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2b.

2. **If any of your subcontracting opportunities will be performed using HUB protégés, complete:**
   - ❒ Section 1 - Respondent and Requisition Information
   - ❒ Section 2 a. – Yes, I will be subcontracting portions of the contract
   - ❒ Section 2 b. – List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to HUB protégés (Skip Section 2c and 2d)
   - ❒ Section 4 – Affirmation
   - ❒ HSP GFE Method B (Attachment B) - Complete Section B-1, Section B-2, and B-4 only for each HUB Protégé

3. **If any of your subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregated percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a <u>continuous contract</u>* in place for more than five (5) years <u>meets or exceeds</u> the HUB Goal the contracting Agency identified in the "Agency Special Instructions/Additional Requirements", complete :**
   - ❒ Section 1 - Respondent and Requisition Information
   - ❒ Section 2 a. – Yes, I will be subcontracting portions of the contract
   - ❒ Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
   - ❒ Section 2 c. – No
   - ❒ Section 2 d. – Yes
   - ❒ Section 4 – Affirmation
   - ❒ GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2b.

4. **If you are subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you <u style="color:red">do not</u> have a <u>continuous contract</u> * in place for more than five (5) years does not <u>meet or exceed</u> the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
   - ❒ Section 1 - Respondent and Requisition Information
   - ❒ Section 2 a. – Yes, I will be subcontracting portions of the contract
   - ❒ Section 2 b. – List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non HUB vendors.

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HUB Subcontracting Plan (HSP) Quick Checklist

- ❑ Section 2 c. – No
- ❑ Section 2 d. – No
- ❑ Section 4 – Affirmation
- ❑ HSP GFE Method B (Attachment B) – Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2b.

5. **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment, including transportation and delivery, complete:**

- ❑ Section 1 – Respondent and Requisition Information
- ❑ Section 2 a. – No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
- ❑ Section 3 – Self Performing Justification
- ❑ Section 4 – Affirmation

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*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides contractor with goods or services, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

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HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- *11.2 percent for heavy construction other than building contracts,*
- *21.1 percent for all building construction, including general contractors and operative builders' contracts,*
- *32.9 percent for all special trade construction contracts,*
- *23.7 percent for professional services contracts,*
- *26.0 percent for all other services contracts, and*
- *21.1 percent for commodities contracts.*

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent __does not__ have a __continuous contract__* in place for __more than five (5) years__ shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: _____ State of Texas VID #: _____

Point of Contact: _____ Phone #: _____

E-mail Address: _____ Fax #: _____

b. Is your company a State of Texas certified HUB? ☐ - Yes   ☐ - No

c. Requisition #: _____ Bid Open Date: _____
 (mm/dd/yyyy)

1

| Enter your company's name here: _____ | Requisition #: _____ |

SECTION 2: RESPONDENT's SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)

☐ - **No**, I will not be subcontracting <u>any</u> portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract</u>* in place for <u>more than five (5) years</u>.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u>* in place for <u>more than five (5) years</u>.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	**%**	**%**	**%**

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php).

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "**Agency Special Instructions/Additional Requirements**."

☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

__Continuous Contract:__ Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here:	Requisition #:

SECTION 2: RESPONDENT's SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you **do not** have a **continuous contract*** in place for **more than five (5) years**.	Percentage of the contract expected to be subcontracted to HUBs with which you have a **continuous contract*** in place for **more than five (5) years**.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

__Continuous Contract__: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

| Enter your company's name here: _____ | Requisition #: _____ |

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls).

- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.

- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

_____	_____	_____	_____
Signature	Printed Name	Title	Date
			(mm/dd/yyyy)

Reminder:

➤ If you responded "**Yes**" to **SECTION 2, Items c or d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.

➤ If you responded "**No**" **SECTION 2, Items c and d,** you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.

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HSP Good Faith Effort - Method A (Attachment A)

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Enter your company's name here: _____	Requisition #: _____

IMPORTANT: If you responded "***Yes***" to **SECTION 2, Items c** or **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf

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SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ **Description:** _____

SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB		Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%
	☐ - Yes	☐ - No		$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: _____   Requisition #: _____

IMPORTANT: If you responded "*No*" to **SECTION 2, Items c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf..

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ **Description:** _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ **- Yes** (If *Yes*, continue to SECTION B-4.)

☐ **- No / Not Applicable** (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items **a**, **b**, **c** and **d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?	
			☐ - Yes	☐ - No
			☐ - Yes	☐ - No
			☐ - Yes	☐ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?	
		☐ - Yes	☐ - No
		☐ - Yes	☐ - No

DSHS Health Registries Software and Development

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HSP Good Faith Effort - Method B (Attachment B) Cont. Rev. 2/17

Enter your company's name here: _____ Requisition #: _____

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number:_____   **Description:** _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employier Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐- Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is <u>not</u> a Texas certified HUB, provide <u>written</u> justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, <u>if you (respondent) are awarded any portion of the requisition</u>, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract <u>no later than ten (10) working days</u> after the contract is awarded.

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HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: _____   State of Texas VID #: _____

Point-of-Contact: _____   Phone #: _____

E-mail Address: _____   Fax #: _____

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____

Point-of-Contact: _____   Phone #: _____

Requisition #: _____   Bid Open Date: _____

(mm/dd/yyyy)

SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than _____ on _____.

Central Time   Date (mm/dd/yyyy)

In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: ☐ - Not Applicable

4. Bonding/Insurance Requirements: ☐ - Not Applicable

5. Location to review plans/specifications: ☐ - Not Applicable

Exhibit G: HHS Enterprise Information Security Acceptable Use Policy (EIS -AUP)

Version 1 Revised
September 25, 2015

DSHS Health Registries
Software Development and Maintenance Services
(HRSD&MS)
RFO No. HHS0001166
Texas Department of State Health Services
(DSHS)

Purpose

The purpose of this document is to inform Users of their responsibilities concerning the use and protection of HHS Information Resources (IR) which includes HHS data, information systems, software, and equipment. The term "User" is used in the document to refer specifically to an HHS IR User that is authorized access to HHS Information Resources. The HHS Enterprise Information Security Acceptable Use Policy (EIS-AUP) works in conjunction with the *HHS Enterprise Information Security Policy (EIS-Policy)* and *HHS Acceptable Use Agreement (AUA).*

All HHS (IR), which have not been specifically identified as the property of other parties, will be treated as an HHS asset. Unauthorized access, disclosure, duplication, modification, diversion, destruction, loss, misuse, or theft of these resources is prohibited. All User activity on HHS IR is subject to logging and review.

Every information resource privilege that has not been explicitly authorized is prohibited. Such privileges will not be authorized for any HHS business purpose until approved by the Information Owner, or designee, in writing or by electronic acknowledgement. Agency Information Owners are responsible to approve, justify, document, and be accountable for exceptions to the security requirements in this document. Information entrusted to HHS will be protected in a manner consistent with its data classification and in accordance with all applicable standards, controls, agreements, and laws.

Users formally acknowledge their understanding, acceptance, and compliance with the HHS Enterprise Information Security Acceptable Use Policy (EIS-AUP) when signing the *HHS Acceptable Use Agreement (AUA).* Users are further informed of their responsibilities when taking the annual *HHS Enterprise Information Security Acceptable Use Training*

Scope

This policy applies to all HHS Workforce Members (employee, trainee, intern, and volunteer or staff augmentation contractor) and Users of HHS information resources. Any person or entity granted access to HHS IR, and representatives of other agencies of state government must comply with the standards set forth in this document. This policy excludes HHS clients, who receive services from HHS. Clients are not considered Users and therefore are not in scope.

Use of HHS Information Resources

- The User of an HHS Information Resource has the responsibility to:
    - use the resource only for the purpose specified by HHS or the Information Owner;
    - comply with information security controls and agency policies to prevent unauthorized or accidental disclosure, modification, or destruction; and
    - formally acknowledge compliance with security policies and procedures by signing the HHS Information Resource Acceptable Use Agreement.
- Security incidents shall be immediately reported to the user's supervisor/manager, the agency Information Security Officer and other agency or HHS offices as applicable, as further defined in the HHS Enterprise Incident Response Plan.
- HHS establishes the policies for verifying the identity of a User, process, or device, as a prerequisite for granting access to resources in an information system.
- Information Resources are intended to be used in support of official state-approved business.
- Limited personal use of IR may be allowed and is described in other policies and procedures of the HHS Agency by which users are granted access.
- Proper authorization for all users is required for access to all information owned by HHS Agencies, except for information that is maintained for public access.

- Users will not attempt to access or alter any HHS information without authorization and in the performance of their job duties.
- Users will not enter any unauthorized information, make any unauthorized changes to information, or disclose any information without proper authorization. Unauthorized access to an HHS Information Resource, allowing another party unauthorized access to, or maliciously causing a computer malfunction are violations under Chapter 33 of the Texas Penal Code ("Computer Crime Law") and are punishable by fines, incarceration, or both.
- Users must not intentionally access, create, store, or transmit any material that may be offensive, indecent, or obscene unless required as part of their job duties.
- Users may not engage in any activity that is harassing, threatening, abusive, degrades the performance of IR, deprives or reduces an authorized User's access to resources, or otherwise circumvents any security measure or policy.
- Users shall not use any HHS IR to gain personal benefit.
- Any User who becomes aware of or suspects an actual or possible computer security incident, weakness, misuse or violation of any policy related to the security and protection of those resources must immediately report such to their supervisor/manager, their agency Information Security Officer (ISO) and other agency or HHS offices as applicable, as further defined in the HHS Enterprise Incident Response Plan.
- Users shall not use HHS IR for purposes of political lobbying or campaigning.
- Users shall not violate copyright laws by inappropriately distributing protected works.
- Users shall not pose as anyone other than oneself, except when authorized to send messages for another when serving in an administrative support role.

System Access

- Users will be given access only to those systems to which they require access in the performance of official duties.
- Users will not enter any unauthorized data, make any unauthorized changes to data, or disclose any data without proper authorization.
- Users must sign or electronically acknowledge the *HHS Acceptable Use Agreement (AUA)* stating they have read and agree to follow HHS requirements regarding computer security policies and procedures before access is given to any IR. Additional documentation or training may also be required. As an example, Users with access to Federal Tax Information must take *Safeguarding Internal Revenue Service Federal Tax Information* training annually.
- At a minimum new Users must complete the HHS *Enterprise Information Security Acceptable Use Training* prior to, or within thirty days of, being granted access to any HHS IR.
- Users must reaffirm their commitment to the protection of HHS IR by completing the HHS *Enterprise Information Security Acceptable Use Training* on an annual basis.

User Credentials

- Users will receive and be required to use credentials (User ID and Password) to gain access to and to use HHS Information Resources.
- Users will create and use a strong password with a minimum of eight characters in length containing upper case alpha, lower case alpha, numerical, and special characters. (It is noted further requirements for passwords may be issued.)
- Users will not construct a password from obvious user names or passwords, such as personal information (i.e. telephone numbers, relative's names, pet's names, or passwords used for personal business, etc.).

- Passwords should be memorized and never be written down or stored unencrypted.
- Users will not reveal their personal password to anyone, including administrative assistants or management.,
- Users will be held responsible for any violations of applicable law or agency policy related to HHS Confidential Information, HHS Agency sensitive information, or HHS Information Resources, caused by acts or omissions, or for any harm, loss, or adverse consequences arising from the use of credentials, including any unauthorized use by a third party or contractor if such party gains access to credentials due to negligence or misconduct. Disciplinary actions up to and including dismissal and civil or criminal prosecution may result from any violations or misuse.
- Transactions initiated under a User's credentials will be considered as having been authorized and electronically signed by the User.
- Users will not use the same password for HHS accounts as for other non-HHS accounts (e.g., personal banking or other personal or business websites, etc.).
- Users will not use the "Remember Password" feature of applications, auto logon, embedded scripts or hard coded passwords outside of approved IT managed systems such as the Enterprise Portal or Enterprise Single Sign On (ESSO).
- If an account or password is suspected to have been compromised, report the incident to the Help Desk and change all passwords.
- Avoid others watching you type your password (shoulder surfing).
- Temporary passwords must be changed upon User's receipt of the password.

Software

- Users will use only agency approved and properly licensed software on HHS Information Resources. Any use of software on HHS Agency IR shall be in accordance with the applicable software license agreement.
- Users will not download or operate a peer-to-peer (P2P) file sharing system to transfer files (including music or video files).
- Users will not install or use any software on HHS Information Resources unless the software has been approved for use in accordance with HHS Agency policies and procedures[1].
- Users will not download, install or run application programs or utilities that reveal or exploit weaknesses in the security of a system without approval as part of the official systems security management process.
- Users will not use unapproved tools such as password cracking programs, packet sniffers, network-mapping tools, or port scanners without approval as part of the official systems security management process.
- Unauthorized use of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which HHS, the agency, or the User does not have an active license is strictly prohibited.
- Users will not disable or bypass malware protection software without the approval and involvement of appropriate HHS IT staff.

Network

- Users must not extend or re-transmit network capabilities without approval of the agency Information Resource Manager (IRM).
- Users must not install hardware, software, or any device (for example Bluetooth) that provides network services without the approval of the agency IRM.

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[1] Agency Approved Software can be found at http://hhsc-online.hhsc.state.tx.us/handbook/software.html

- All HHS devices with wireless capability must be encrypted.
- Any wireless data transmissions that may contain agency sensitive or confidential information, including electronic Protected Health Information, must be encrypted.
- The use of wireless access points must meet authentication and encryption requirements set out in HHS security policy, standards, and controls.
- Users are prohibited from using or installing any device which functions in wireless mode in order to access data, transfer data or connect in any manner to HHS internal networks or systems without the approval of the Agency IRM, the CIO if no agency IRM exists, or a designee, and assistance of the Agency IT staff charged with this responsibility in their official job capacity.
- A system may not be connected to the HHS network until it is in a secure state and the network connection is reviewed and approved by the appropriate agency IRM or the CIO if no agency IRM exists.

E-mail

- Users should not open e-mail attachments or click on links within e-mails received from unknown senders, which may contain viruses or malware.
- Users will not send e-mail that violates HHS Agency policy, such as e-mail containing malicious, hostile, threatening, abusive, vulgar, defamatory, profane, or inappropriate racist, gender, sexual, or religious content over state government e-mail.
- Confidential information shall be encrypted with an agency approved encryption technology. It is recommended that agency sensitive information be encrypted as well with an agency approved encryption technology.
- Users shall not use personal e-mail accounts (e.g. Hotmail, Gmail, etc.) for transmitting or receiving agency data, files or conducting agency business.
- Users shall have no expectation of privacy when using agency e-mail.
- Users must not give the impression that they are representing, giving opinions, or otherwise making statements on behalf of any HHS agency or any unit of an HHS agency unless appropriately authorized to do so.
- Individuals must not send, forward, or receive HHS Confidential Information through non-HHS e-mail accounts, such as Yahoo, Hotmail, or Gmail.
- Users should not send or forward chain letters.
- Users should not send unsolicited messages to large groups except as required while conducting department business.

Instant Messaging

- The only approved Instant Messaging (IM) system is HHS provided Instant Messaging from Microsoft. Use of other Instant Messaging systems is prohibited except for specific instances approved by an IRM for HHS Agency business purposes.
- Policies relating to Instant Messaging can be found in the *HHS Policy for Use of Agency-Provided Instant Messaging* [2].

Internet

- Users will not utilize unapproved cloud computing resources or storage unless approved by HHS. These include but are not limited to Apple iCloud, Dropbox, Google Docs, or any other commercially available cloud computing service that is not expressly approved by HHSC IT.

[2] http://hhscx.hhsc.texas.gov/it/policies-and-guidelines

- Internet access is provided to Users for agency business purposes, with limited incidental personal use allowed.
- Users shall only use agency approved services for file sharing of any form or method.
- Users shall not use personal or public available proxy server/devices to circumvent security policies for internet browsing.
- All software used to access the Internet must be approved for use on HHS IR.
- All software used to access the Internet must incorporate up-to-date vendor provided security patches.
- All files downloaded from the Internet must be scanned for viruses using the approved HHS virus detection software with up to date signatures.
- All files downloaded from the Internet must fall within the defined download parameters allowed by the *HHS Enterprise Information Security Policy (EIS-Policy).*
- No offensive or harassing materials may be accessed or posted to any Internet site using HHS IR.
- Internet access provided by HHS may not be used for personal solicitation or gain.

Incidental and Limited Personal Use

- Limited personal use of HHS IR is allowed for employees and other approved Users only. This use does not extend to visitors or relatives of the approved User.
- Limited use must not result in any additional direct costs to HHS.
- Limited use must not interfere with the normal performance of the User's duties.
- Limited personal use cannot violate any existing law or HHS policies.
- Storage of personal e-mail, voicemail, files, and any other document by the User on HHS IR must be kept to a minimum.
- All messages, files, and documents located on any HHS IR are owned by HHS and may be accessed by authorized HHS staff without notice to the User. Such documents may be subject to open records requests. This includes any personal messages, files, and documents.
- Incidental personal use of Internet access is permitted, but must not inhibit or interfere with the use or functionality of network resources for business purposes.
- Incidental, non-work related use of social networking sites such as Facebook, Myspace, Twitter, and video-hosting sites such as YouTube are prohibited.
- Exceptions for the use of social media sites for approved HHS business purposes must be approved by their agency's Office of Communications or an employee designated by the agency's Commissioner to authorize social media use before establishing each new social media presence on the agency's behalf[3].

Remote and Virtual Private Network (VPN) Access

- Remote access to the HHS network shall be reviewed and approved by the appropriate supervisor. All employees by default shall have account settings set to deny remote access. Only upon approval shall the account settings be changed to allow remote access.
- Users that are authorized to telework or access HHS IR through remote access technology, (e.g., Virtual Private Network (VPN), Go to My PC, Outlook Web access) shall follow security practices that are the same as or equivalent to those required at their primary workplace.
- All (VPN) connections to HHS networks must be agency approved
- VPN access, granted by request to HHS, is a "User managed" service. Each User is responsible for obtaining their own Internet Service Provider (ISP).

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[3] http://www.hhsc.state.tx.us/news/circulars/C-042.shtml

- User supplied equipment connected to the VPN is subject to the policies, standards, controls, and guidelines that apply to HHS owned equipment.
- It is the User's responsibility, when connected to HHS networks via VPN, to assure that unauthorized Users are not allowed access to the HHS networks through the VPN connection.
- Any computing device connected to HHS networks must be protected by the use of a firewall that meets HHS security policy, standards, and controls.
- Any computing device connected to HHS networks or any other HHS technology must use anti-virus software and configurations approved by HHS IT.
- VPN connections will be automatically disconnected after a period of non-use or inactivity. In this event, the User must log in again. The use of any technology to maintain an inactive connection (ping, stay-connect, etc.) is prohibited and can result in termination of the VPN account.
- Users of any computing device not owned by HHS must configure that device to comply with all HHS policies, standards, controls, and guidelines while connected to the HHS networks.
- The use of any VPN client not provided by HHS or its service provider is prohibited.
- The VPN User and IR are subject to audit to insure compliance with HHS policies, standards, controls, and guidelines.

Removable Media

- All HHS portable or removable media containing confidential information must be password protected and encrypted with an approved FIPS 140-2 cryptographic module.
- Confidential information, including ePHI that is stored on removable media or in paper form that is being transported to another location, must be labeled as confidential according to agency requirements. There must be a return address, and the media must be physically handed off and signed for, and tracked until it reaches its final destination, based on agency management risk decision. This includes facsimiles and printed materials sent by postal service or courier such as the United States Postal Service, FedEx, United Parcel Service of America (UPS), Mailmax, and agency or personal vehicles.
- In the event of loss or theft of removable media containing agency sensitive or confidential information, a description of the data and index or table of contents must be provided with the report of loss to the user's supervisor/ manager, the agency Information Security Officer and other agency or HHS offices as applicable, as further defined in the HHS Enterprise Incident Response PlanAll removable media must be scanned for malicious code prior to use on HHS IR.
- Re-use or disposal of removable media must use a sanitization technique of clearing, purging, cryptographic erase, and/or destruction for agency sensitive or confidential information that meets HHS security policy, standard, and control requirements.

Mobile and Non-Agency Owned IT Devices

The following is only applicable if your agency has a Bring Your Own Device (BYOD) program:

- The Bring Your Own Device (BYOD) program, if offered by your agency, is an opt-in (voluntary) decision and requires that your agency have certain control over a User's personal or non-HHS owned device (smartphone, tablet, or laptop) in exchange for access to HHS Confidential Information or Information Resources such as the network and email. Users may opt-out of the BYOD program at any time.
- Users must meet BYOD eligibility, device requirements, and obtain management approval in order to participate in the BYOD program.

- HHS has no responsibility for User BYOD devices and associated costs, to include, but not limited to, vendor terms and conditions; sufficient data and call plan, service levels, calling areas, service and phone features, termination clauses, and payment terms and penalties. Users are also responsible for the purchase, loss, damage, insurance, and/or replacement.
- Users will notify the help desk immediately if their BYOD device is lost or stolen, if there is a security incident associated with their device containing HHS information, or if there are plans to replace or sell their BYOD equipment so it can be removed from the approved list and remotely wiped. Additionally, Security incidents shall be immediately reported to the user's supervisor/ manager, the agency Information Security Officer and other agency or HHS offices as applicable, as further defined in the HHS Enterprise Incident Response Plan.
- HHS can utilize information on a BYOD device as it determines is required or would be helpful to the organization to gather data on usage of mobile devices; ensure compliance with organization policies; gather information for internal investigations or review; and to respond to information requests in litigation or government investigations.
- If a User is a Fair Labor Standards Act (FLSA) nonexempt employee, performing work under the BYOD or other program or technology that makes accessing work convenient from any location or time, they are required to log all hours worked as required and prescribed by the applicable HHS's Human Resources (HR) policy.
- Supervisors of FLSA Non Exempt employee's will assure that FLSA Non Exempt employee's performing work under the BYOD or other program or technology that makes accessing work convenient from any location or time will not be required to work after their assigned hours.
- Non-Agency Owned IT Devices must comply with all HHS security policy, standards, and controls.
- Operating Systems utilized must be on the HHS approved platforms supported list.
- Devices must be regularly scanned for malware and be running an HHS approved up-to-date anti-virus/anti-malware software.
- HHS information must be encrypted and the encryption solution must meet HHS standards and controls, including the backup of Non-Agency Owned IT Devices.
- Device configuration must be compliant with HHS requirements, including the installation of HHS configuration management agent software.
- Users will comply with all agency requirements for securing HHS data.
- HHS reserves the right to review, retain or release personal and HHS-related data on Non-Agency Owned IT Devices during an investigation.
- In the event an HHS agency initiates a Non-Agency Owned IT Device wipe, the HHS agency expressly disclaims liability for any consequential loss of personal data or information stored on the device.
- Additional information on employee responsibilities associated with the BYOD program can be found on the IT policy website[4]

Physical Security

- Any User of HHS IR who takes the resource off-site to an environment out of the authority of HHS must follow the same information security policies, standards, controls, and guidelines to protect the resource as required when in use at an HHS location.
- Users will not use, disclose, transmit, maintain, create or remove Information Resources or HHS Confidential Information or HHS Agency sensitive information from HHS property without proper prior authorization and approval of supervisory HHS staff.
- Computer devices that display sensitive or confidential information should be positioned to prevent unauthorized access or viewing of information on the display.
- Users must use appropriate safeguards to protect IR from damage, loss or theft.

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[4] http://hhscx.hhsc.texas.gov/it/policies-and-guidelines

- Users will keep HHS IR under their physical control at all times, or will secure it in a suitable locked container under their control.
- Users will not leave HHS IR in their vehicle unattended.
- Users are required to ensure that all sensitive or confidential information in hardcopy or electronic form is secure in their work area at the end of the day and when they are expected to be gone for an extended period.
- Computer workstations must be locked, logged out, or turned off when workspace is unoccupied.
- File cabinets containing confidential or sensitive information must be kept closed and locked when not in use or when not attended.
- Keys used for access to confidential or sensitive information must not be left at an unattended desk.
- Laptops, tablets, and other portable computing devices must be either locked with a locking cable or locked away in a drawer when left unattended.
- Printouts containing confidential or sensitive information should be immediately removed from the printer.
- Confidential and sensitive documents should be placed in the locked confidential disposal bins when ready for disposal.
- Whiteboards containing confidential or sensitive information should be erased when not in use.
- Access mechanisms to secured facilities and key-cards must not be shared or loaned.
- Access mechanisms and key-cards that are no longer required must be returned to the appropriate HHS representative. Under no circumstances is a "retired" card to be passed directly to another User.
- Security incidents, including loss or theft of any Information Resource or information, shall be immediately reported to the user's supervisor/ manager, the agency Information Security Officer and other agency or HHS offices as applicable, as further defined in the HHS Enterprise Incident Response Plan
- Lost or stolen access key-cards must be reported to the appropriate facility manager immediately upon the User becoming aware of the loss.

Confidential Information and Encryption

- Users shall ensure that they follow the requirements in the HHS Data Classification Standard when handling, processing or managing HHS information in electronic or physical format (e.g. printed documents).
- Users shall protect confidential information with encryption at rest and in motion. This includes encrypting confidential information when sending emails outside the HHS network.
- Users shall utilize only HHS approved encryption methods.
- Users are responsible for the protection of all sensitive or confidential information to which they may have access, either as a granted right or by accidental exposure.
- Users will protect sensitive and confidential information from disclosure to unauthorized persons or groups.
- Back-up storage media shall be protected in accordance with the highest level of sensitivity of the information being stored.
- Any User who becomes aware of or suspects an actual or possible incident of unauthorized access of confidential information must report such to the Help Desk, agency Information Security Officer (ISO) and agency Privacy Officer or designees immediately upon discovery. Additional documentation may also be required.
- Upon discovery of a possible unauthorized inspection or disclosure of Internal Revenue Service (IRS) Federal Tax Information (FTI) including breaches and security incidents, the individual making the observation or receiving the information should contact HHSC IRS Coordinator, at (512.206.5474). If you are unable to reach the HHSC IRS Coordinator by phone, send a secure e-mail to HHSC IRS FTI at IRS_FTI_Safeguards@hhsc.state.tx.us.
- Violation of the Data Classification Standard may result in disciplinary action which could include dismissal or suspension. Additionally, individuals are subject to loss of HHS Information Resources access privileges, and to civil and criminal prosecution.

Media Disposal

- Users should consult with their Information Security Office for instruction on performing the correct media sanitization procedures as defined in this section.
- Users shall perform media sanitization prior to disposal, release out of HHS organizational control, or release for reuse using sanitization techniques in accordance with applicable federal, state, and organizational standards and policies.
- Users shall ensure proper disposal (purging and destruction) of digital and non-digital information system media.
- Users shall ensure that the information system media is sanitized or destroyed before disposal or release for reuse.
- Re-use or disposal of media must use a sanitization technique of clearing, purging, cryptographic erase, and/or destruction for agency sensitive or confidential information that meets HHS security policy, standard, and control requirements.

Monitoring of Information Resources

- HHS has the legal right to monitor use of HHS Information Resources, HHS Confidential Information, and HHS Agency sensitive information and HHS monitors use to ensure these resources are protected and to verify compliance with applicable law, HHS Policy, security standards and controls. By using HHS Information Resources, or using, disclosing, creating, transmitting, or maintaining HHS Confidential Information or HHS Agency sensitive information, users consent to the monitoring of the use of these resources and information in any form and on any device and understand there is no expectation of privacy.
- Users are notified of monitoring through various means:
  - Signing the Health and Human Services Acceptable Use Agreement (AUA)
  - Warning banners on electronic devices
  - Information security awareness publications and training
  - HHS security policy, standards, controls, guidelines, and procedures (EISSG, EIS-Policy, etc.).

Compliance

- Non-compliance or violation of the HHS Enterprise Information Security Acceptable Use Policy (AUP) may be cause for removal of access and disciplinary action, up to and including dismissal and/or civil or criminal prosecution. Users also must comply with applicable law and HHS Agency policies, procedures, standards and guidelines over Information Resources, HHS Confidential Information, and HHS Agency sensitive information such as the requirements in the HHS Human Resources Manual, HHS Privacy Policy and HHS Security Policy, as well as any changes to those requirements.
- Depending on the severity of the violation, consequences may include one or more of the following actions:
  - Immediate suspension of access privileges and revocation of access to HHS Information Resources, HHS Confidential Information or HHS Agency sensitive information;
  - Disciplinary action, up to and including dismissal;
  - Removal or debarment from work on HHS contracts or projects;
  - Civil monetary penalties; and/or
  - Criminal charges that may result in imprisonment for misuse of HHS Information Resources or Confidential Information.

For more information or to provide comments please contact *InfoSecurity@hhsc.state.tx.us*

Exhibit H: Performance Bond

**DSHS Health Registries
Software Development and Maintenance Services
(HRSD&MS)
RFO No. HHS0001166
Texas Department of State Health Services
(DSHS)**

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Exhibit H - PERFORMANCE BOND
Texas Health and Human Services Commission
DSHS Health Registries Software Development and Maintenance-RFO No. HHS0001166

Form of Performance Bond

Project Name: Health Registries Software Development and Maintenance

HHSC Contract No.

Bond Number:

KNOW ALL MEN BY THESE PRESENTS: that   as Principal (the "Principal"), and   , a   , as surety (the "Surety"), are held and firmly bound unto the Health and Human Services Commission, an agency of the State of Texas, as obligee (the "Obligee"), in the amount of (12) twelve million dollars for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the day of_____20   to · (the "Contract") which contract is hereby referred   to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS IS SUCH, that is the   said Principal shall faithfully perform the work in accordance with the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that this bond will remain in full force and effect throughout the Contract and the warranty period in the Contract and contract documents, as well as for thirty (30) days after the warranty period expires.

PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, Contract price

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Exhibit H - PERFORMANCE BOND
Texas Health and Human Services Commission
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adjustment. deduction or addition to the terms of the Contract, or to the work to be performed thereunder, or the plans and specifications accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, Contract price adjustment, deduction or addition, to the terms of the Contract or to the work or to the plans and specifications. The penal sum of this bond increases or decreases with any increase or decrease in the Contract Price.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this <u> day of </u> ,20

WITNESS/ ATTEST:

_____   _____
         Principal   Surety

By:Name:_____   _____
                                                        Attorney-in-Fact

Title: _____

Exhibit I:
DSHS Health Registries PROCESS GUIDE

V1.0

DSHS Health Registries

Software Development and Maintenance Services

(HRSD&MS)

RFO No. HHS0001166

Texas Department of State Health Services

(DSHS)

Exhibit I - DSHS Health Registries Process Guide
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John Hellerstedt, M.D.
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Health Registries Business Guidelines and Standards

1   BACKGROUND

DSHS has many processes and standards. These processes and standards are both business and technical that the Vendor needs to adhere to. This Process Guide is a living document where DSHS staff updates the processes and standards. When changes are made within the process guide, DSHS staff will have the Process Guide accessible to the Vendor and will notify the Vendor of any changes within the Process Guide that the Vendor needs to adhere to.

2   BUSINESS PROCESSES

Below are the identified business processes broken out by each Registry.

2.1 EMS/TRAUMA REGISTRY (BUSINESS)

EMS Trauma business process standards and procedures below:

Table 1- EMS/Trauma Registry Business Process Guide

No.	EMS/Trauma Registry Business Categories	Details	Responsibility	
			Vendor	DSHS
1	Business Standards, i.e., NEMSIS, HL7, ICD codes, NTDB.	The system must adhere to all applicable business standards.		√
2	Business Process	See Figure 1.		√
3	Software Development Life Cycle (SDLC)	See SDLC process diagram section 4.1.	√	√
4	Detailed Testing Process	See section 7.	√	√
5	Communication Plan	Between DSHS contract manager and Vendor regarding triggering KPMS/LDs. See section 9.	√	√

Figure 1: EMS and Trauma High Level Business Process

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EMS and Trauma High Level Diagram

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2.2 BIRTH DEFECTS REGISTRY (BUSINESS)

Birth Defects Registry business process standards and procedures below:

Table 2- Birth Defects Registry Business Process Guide

No.	Birth Defects Registry Business Categories	Details	Responsibility	
			Vendor	DSHS
1	Industry Standards, ICD codes, CPT codes.	The system must adhere to all applicable business standards.		√
2	Business Process	See Figure 2 and Figure 3.		√
3	Software Development Life Cycle (SDLC)	See SDLC process diagram section 4.1.	√	√
4	Detailed Testing Process	See section 7.	√	√
5	Communication Plan	Between DSHS contract manager and Vendor regarding triggering KPMS/LDs. See section 9.	√	√

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Figure 2: Birth Defects High Level Business Process - page 1
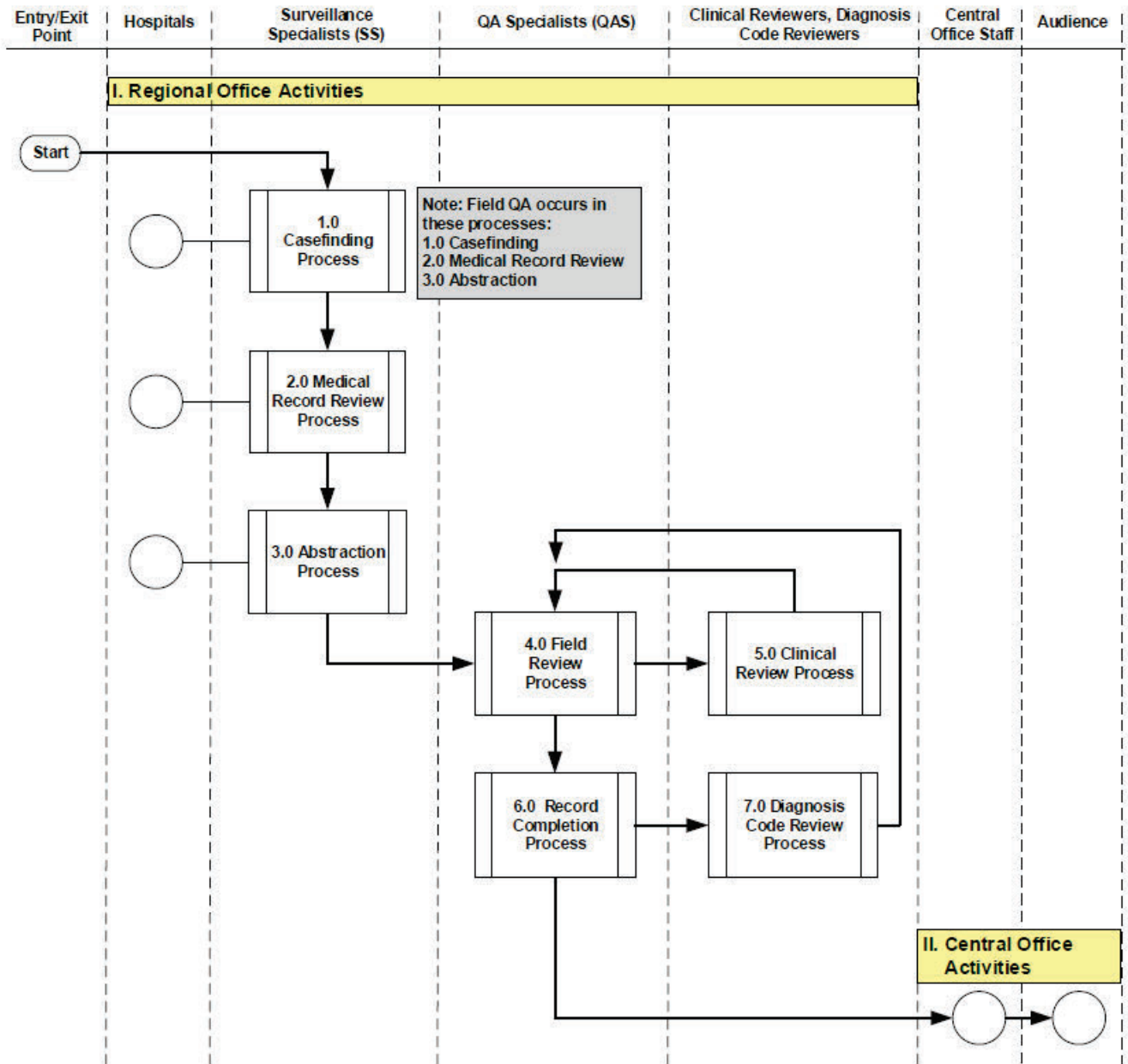
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Figure 3: Birth Defects High Level Business Process - page 2

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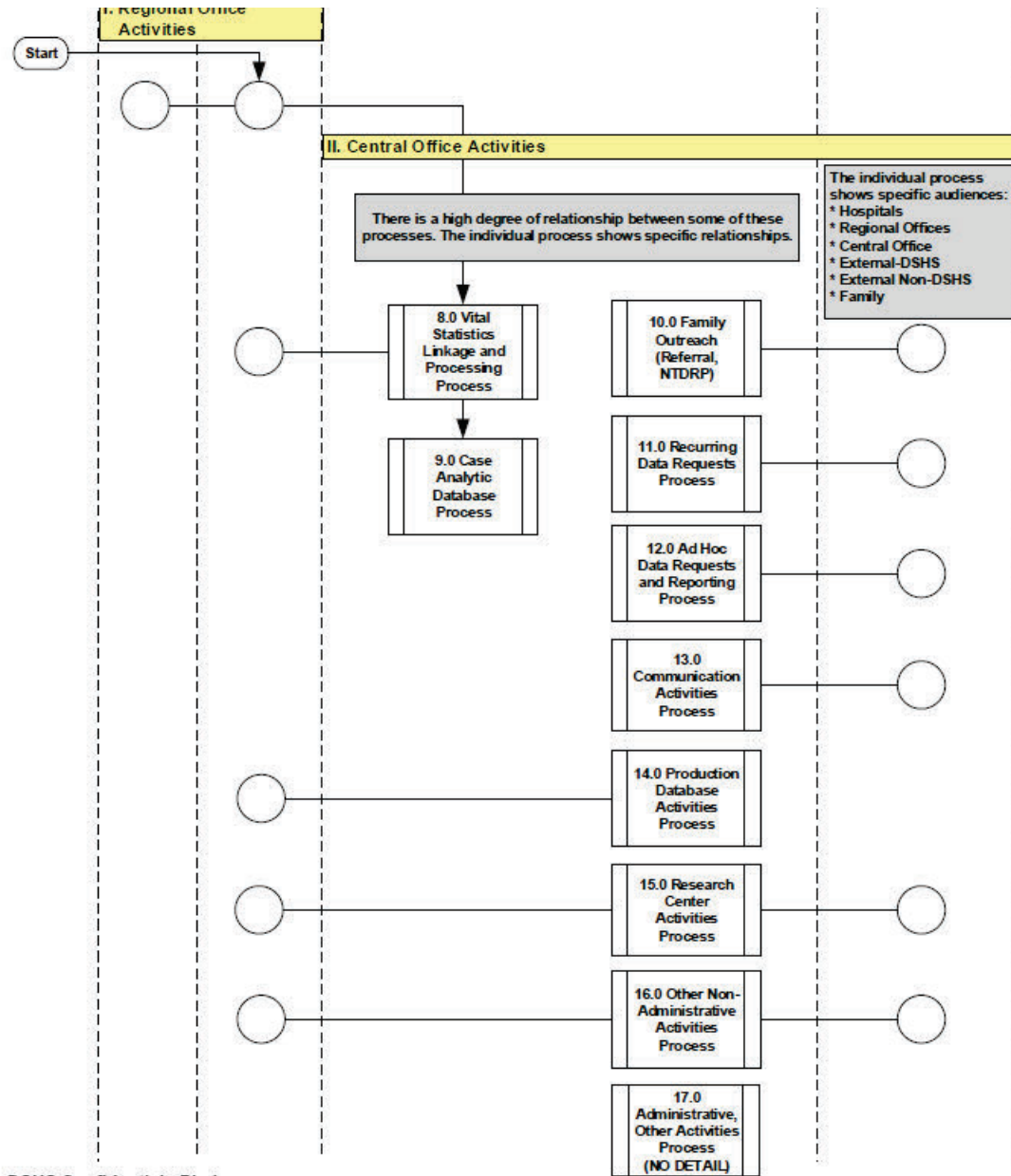
2.3 BLOOD LEAD REGISTRY (BUSINESS)

Blood Lead business process standards and procedures below:

Table 3- Blood Lead Registry Business Process Guide

No.	Blood Lead Registry Business Categories	Details	Responsibility Vendor	DSHS
1	Industry Standards, i.e., HL7, ICD codes, NEDDS, and CDC reporting guidelines.	The system must adhere to all applicable business standards. Outbound data formats for reporting to CDC is structured to CDC reporting guidelines. Other extracts or exports can vary depending on the data request.		√
2	Business Process.	See process diagram in figure 4.		√
3	Software Development Life Cycle (SDLC)	See SDLC process diagram section 4.1.	√	√
4	Detailed Testing Process	See section 7.	√	√
5	Communication Plan	Between DSHS contract manager and Vendor regarding triggering KPMS/LDs. See section 9.	√	√

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Figure 4: Blood Lead Business Processes

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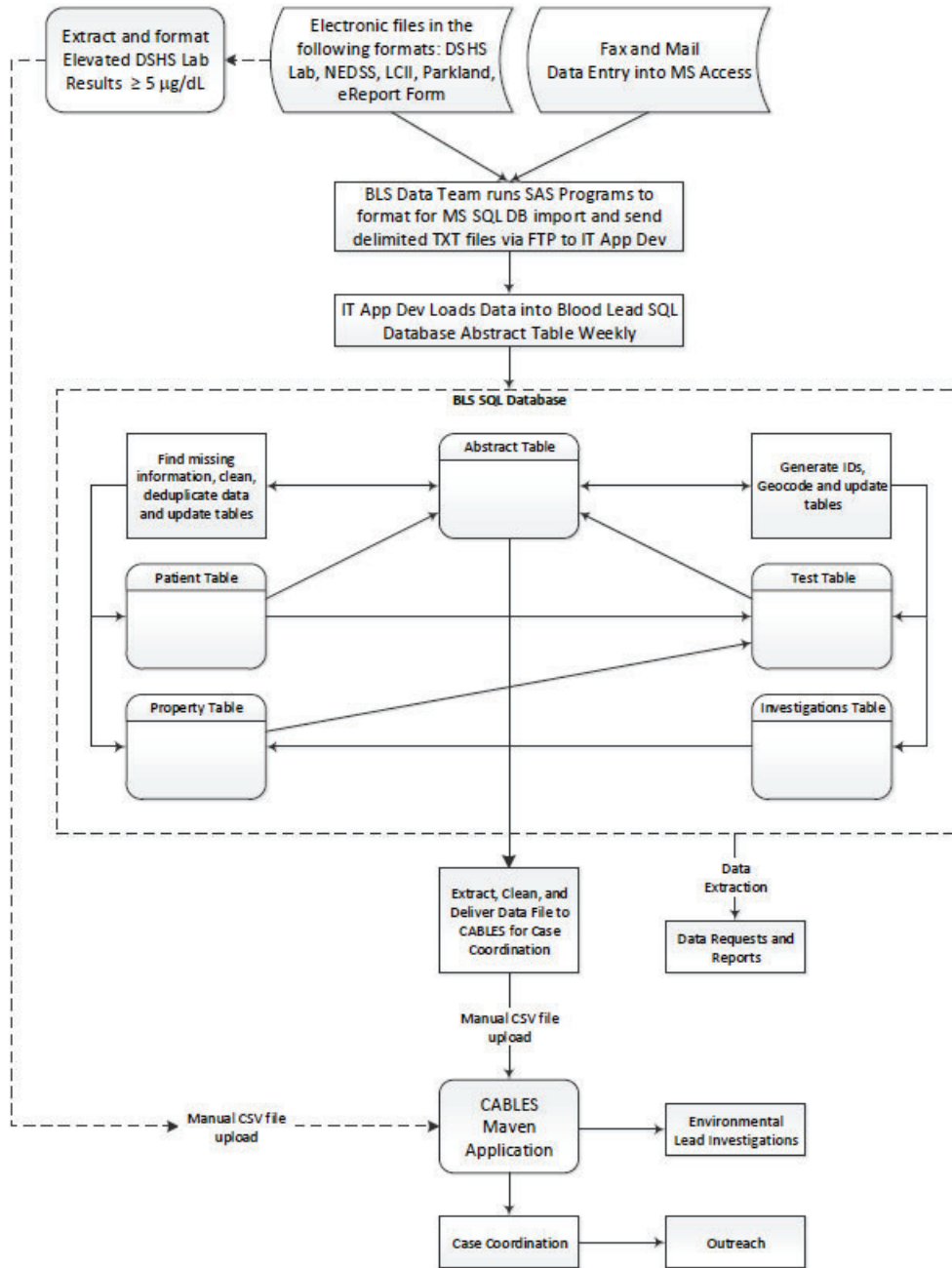
2.4 TXHSN REGISTRY (BUSINESS)

TxHSN Business process standards and procedures below:

Table 4- TxHSN Registry Business Process Guide

No.	TxHSN Registry Business Categories	Details	Responsibility Vendor	DSHS
1	Business Standards, i.e., CDC, ICD codes, etc.	CDC updates their National Healthcare Safety Network (NHSN) data output reports routinely. When this occurs: 1. Program Area will notify Vendor of need for change and provide a list of changes to Vendor. 2. Vendor must begin work on project within 30 days of notification. 3. Timeframe for completion of work will be dependent on scope of work, but at a maximum should not take longer than 6 months to complete.		√
2	Business Process	See figure 5.		√
2	SDLC	See SDLC process diagram section 4.1.	√	√
3	Detailed Testing Process	See section 7.	√	√
4	Business Standards	Updates from Vendor: Vendor will notify Program area of updated version and provide a list of changes/updates and how it will impact TxHSN. This may include a webinar to demonstrate how this will affect TxHSN. 1. Vendor will provide DSHS with the updated build. 2. The Vendor will demo the build in ADC before DSHS will test. (Refer to SDLC in section 4 for	√	√

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		process details). DSHS must begin testing the new build.		
		3. Any bugs identified by program area will be reported via JIRA system by DSHS and a new build provided within 30 days, by criticality, priority, and agreed upon by the State.		
		4. The Vendor will debug, correct reported defects and provide a new build within 30 days, by criticality, priority, and agreed upon by the State.		
		Changes in Reporting Requirements:		
		1. Program Area will notify Vendor of need for change and provide a list of changes to Vendor via JIRA.		
		2. Vendor must begin work on project within 30 days of notification or on an agreed upon date by the State. (Refer to SDLC in section 4 for process details).		
		3. Timeframe for completion of work will be dependent on scope of work, but at a maximum should not take longer than 6 months to complete.		
5	Program testing process	Refer to SDLC in section 4.	√	
6	Communication Plan	Between DSHS contract manager and Vendor regarding triggering KPMS/LDs. See section 9.	√	√

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Figure 5: TxHSN High Level Business Process

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2.5 THISIS REGISTRY (BUSINESS)

THISIS Registry business process standards and procedures below:

Table 5- THISIS Registry Business Process Guide

No.	THISIS Registry Industry Standards	Details	Responsibility Vendor	DSHS
1	Industry Standards, i.e., HL7, ICD codes, Procedure Codes.			√
2	Business process	See tables in pages 14-21.		√
3	Software Development Life Cycle (SDLC)	See SDLC process diagram section 4.1.	√	√
4	Detailed Testing Process	See section 7.	√	√
5	Communication Plan	Between DSHS contract manager and Vendor regarding triggering KPMS/LDs. See section 9.	√	√

The following workflows describe the business processes for THISIS activities.

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Workflows described in this page are applicable to: HIV surveillance staff

Workflow Category: HIV Data To Care Activities

Workflow Name	Description	Workflow Assignm	Responsible Party	Qualifying Criteria	Exit Criteria	Question
Data to Care Require Follow-Up	When data to care initiation date is populated, then this will place the record in a DIS work queue	Jurisdiction	HIV Surveillance	A Data-to-Care Assignment is initiated and placed in worker's queue based on jurisdiction to which it is assigned	Assignment Outcome for the data-to-care assignment is populated	Case Assignment/ Field Record

Workflow Category: HIV Initial Assignment

Workflow Name	Description	Workflow Assignm	Responsible Party	Qualifying Criteria	Exit Criteria	Question
HIV/AIDS Initial Assignment	New HIV/AIDS case is identified and is initially assigned to surveillance desk for reporting and PHFU	Jurisdiction	HIV Surveillance	Initial Status section is populated from a newly identified HIV lab. Surveillance desk will decide whether or not medical chart abstraction and/or partner services needs to be conducted	Initial assignment outcome is populated in the initial status section	Case Assignment/ Field Record
AIDS Assignment	Positive HIV case with evidence of AIDS. Needs follow-up to determine if a medical record abstraction for the case is needed.	Jurisdiction	HIV Surveillance	AIDS Investigation case assignment type is selected and investigation outcome is blank	Investigation outcome is updated and entered by user	Case Assignment/ Field Record

Workflow Category: HIV Surveillance Activities

Workflow Name	Description	Workflow Assignm	Responsible Party	Qualifying Criteria	Exit Criteria	Question
HIV Medical Record Abstraction Needed	HIV Case that needs a medical record abstraction	Jurisdiction	HIV Surveillance	Medical record abstraction assignment is created and the assignment outcome is blank	Assignment outcome is updated and entered by the user	Case Assignment/ Field Record
Open HIV Surveillance Follow- Up	Case assignments for HIV Surveillance Desk	Jurisdiction	HIV Surveillance	HIV Surveillance assignment is created and the assignment outcome is blank	Assignment outcome is updated and entered by the user	Case Assignment/ Field Record

Workflow Name: The name of the query that describes the condition of the event. Each workflow name is a clickable link that will open a new screen that lists event(s) in that queue.

Description: Explanation of the condition of the event that caused it to be placed in this workflow

Workflow Assignment Type: Workflows are assigned and appear in a workflow queue either on an individual basis (user-based) or for multiple users who hold the same role (responsible party) and work within the same jurisdiction (jurisdiction- based). Events that appear in the queue of a user-based workflow will only be seen by a single user and must be completed by that person in order to complete the task and remove it from the queue (supervisors may also see some user-based workflows assigned to their staff for monitoring purposes, but they typically will not complete any tasks in these workflows). For jurisdiction-based workflows that appear in the queues of multiple users, the user responsible for handling specific workflow events will need to be identified by the jurisdiction itself. See chapter 5.1.1, Workflow Queue Screen, in the Core Manual for more information on this topic.

Responsible Party: The role/job function of the user who is responsible for handling the workflow

Qualifying Criteria: The conditions that trigger an event to enter the workflow

Exit Criteria: The action(s) that must be taken on the part of the THISIS user to complete the task and have it removed from the workflow queue

Question Package: The Question Package (found in the Dashboard of an event) where the workflow is located

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Workflows described in this page are applicable to: STD Disease Intervention Specialists (DIS) Staff

Workflow Category: STD DIS Activities

Workflow Name	Description	Workflow Assignment	Responsible Party	Qualifying Criteria	Exit Criteria	Question Package
Infected Dispo Missing Morb	An infected disposition has been entered on a field record, but morbidity was not created for the case.	User	DIS	An infected disposition is selected for an instance of an STD and no morbidity created for the event. Workflow is based on the worker assigned to the field record.	Worker will create morbidity for the event and answer "Is this a new case?" = Yes for dispositions C and D and "Is this a new case?" = Yes or No for disposition E.	Case Assignment/Field Record
K Dispos - No/Incomplete OOS Assignment	A 'K' disposition was entered on the field record, but the case has not been assigned for out of state investigation	User	DIS	When a DIS closes a field record out and does not create an OOS assignment	Worker will create an OOS assignment	Case Assignment/Field Record
Expected In	Once the expected in date of a patient has past, the DIS will be prompted to either check the status of the appointment or attempt to contact patient again to set up another expected in date.	User	DIS	When a patient is identified as expected in in the Field Record case assignment and the expected in date has past, this will be placed in the workers workflow.	Worker will disposition the field record or change the expected in date to a future date	Case Assignment/Field Record
FR Pending Labs	Once three days post pending labs of a patient has passed, the DIS will be prompted to check the status of the labs (USER SPECIFIC)	User	DIS	When a patient is identified as having pending labs within the Field Record case assignment, and the auto- generated date is more than 3 days, event will be placed in the worker's workflow	Worker will disposition the field record	Case Assignment/Field Record
Open CS Investigation	Congenital Investigations assigned to user	User	DIS	When a Congenital Investigation is assigned to a worker, event will be placed in the worker's workflow	Assignment outcome will be completed for the Congenital Investigation assignment	Case Assignment/Field Record
Open Field Records	All Open Field Records (i.e. no disposition)	User	DIS	When a Field Record case assignment is assigned to a worker, the event will be placed in the worker's workflow	Field record will be removed from the workflow once the field record has a disposition	Case Assignment/Field Record
Open Interview Records	List of open interview records assigned to user	User	DIS	When an Interview is case assignment is assigned to a worker, the event will be placed in the worker's workflow	Interview Record will be removed from the workflow once the FLS approves the case for closure	Case Assignment/Field Record
Open Reinterview Records	Reinterviews assigned to user	User	DIS	When a reinterview case assignment is assigned to a worker, the event will be placed in	Reinterview will be removed from the workflow once the worker selects an assignment outcome for the Reinterview case assignment	Case Assignment/Field Record
Partner/Cluster FR Needed	A field record needs to be generated for a partner or cluster	User	DIS	When a Partner/Cluster is created and no field record is generated for that partner/cluster	Field record needs to be generated for a partner or cluster on this event or referral basis needs to be changed to "M - Marginal"	Partner/Clusters

Workflows described in this page are applicable to: STD First Line Supervisors   (FLS)

Workflow Category: STD FLS Activities

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Workflow Name	Description	Workflow Assign	Responsible Party	Qualifying Criteria	Exit Criteria	Question
CS Investigation Review and Classification Approval	FLS review and approval of congenital investigation	Jurisdiction	FLS	When a worker has completed a congenital syphilis investigation and selected "Submit to FLS," event will be placed in the FLS workflow	"Supervisor Approval" is selected	Congenital Syphilis
Case Closure Approval	Cases submitted for closure by DIS that need FLS approval	Jurisdiction	FLS	When a worker has identified a case as ready for approval	"Approved for Closure" is selected by the FLS	Case Assignment/ Field Record
FR Dispo Approval	Once a disposition is saved for a field record, the FLS will review and approve the disposition	Jurisdiction	FLS	A field record in case assignment is dispositioned placed in the FLS workflow for approval	Field record will be removed from the workflow once the FLS approves/disapproves of the disposition	Case Assignment/ Field Record
Inadequate Treatment Approval	FLS will approve treatment if inadequate based on current CDC treatment guidelines	Jurisdiction	FLS	Treatment is determined to be inadequate by the Treatment Adequacy Processor and placed in the FLS workflow for review and approval	Will be removed from the workflow once the FLS selects "Treatment Adequacy Reviewed" and "Treatment Adequacy Override" are populated	Clinical
Reinterview Plan Approval	FLS Review of Reinterview Pursuits	Jurisdiction	FLS	ReInterview pursuits are filled out by the DIS and submitted to the FLS for review and approval	Will be removed from the workflow once the FLS selects "Supervisor Approval"	Case Assignment/ Field Record
CS Investigation Pending	The patient has an identified pending congenital syphilis investigation	Jurisdiction	FLS	When a woman is identified as being pregnant during a syphilis event, CS investigation is automatically populated as "Pending"	Will be removed from the workflow once the CS investigation is changed to either "Completed" or "Not Completed"	Clinical
Open Assignment No User	Open FRs, IXs, ReIXs, and CS Investigations with no user assigned. FLS need to review these open assignments and assign them to a worker.	Jurisdiction	FLS	Assignment is open with no user assigned	User field is populated	Case Assignment/ Field Record

Workflow Category: STD FLS Monitoring Activities

Workflow Name	Description	Workflow Assign	Responsible Party	Qualifying Criteria	Exit Criteria	Question

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Open FR >3 Days	Field record initiation date is equal to or greater than 3 days	Jurisdiction	FLS	All open field records greater than 3 days will be placed in this workflow	When open field records are dispositioned, they will be removed from this workflow	Case Assignment/ Field Record
Open IX >21 Days	Interview assign date is greater than or equal to 21 days for FLS review	Jurisdiction	FLS	All interview records greater that 21 days will be placed in this workflow	When the interview records are approved for closure by the FLS, they will be removed from this workflow	Case Assignment/ Field Record
Open Assignments	Open FRs, IXs, ReIXs, and CS Investigations. This workflow contains all of the open assignments that have been assigned to a user in the jurisdiction.	Jurisdiction	FLS	All open assignments will be shown in this workflow per jurisdiction	Events will be removed from this workflow as assignment outcomes are populated	Case Assignment/ Field Record

Workflow Category: STD Initial Assignment						
Workflow Name	**Description**	**Workflow Assign**	**Responsible Party**	**Qualifying Criteria**	**Exit Criteria**	**Question**
Field Follow-Up to be Assigned	A field record or interview only record needs to be initiated for this case.	Jurisdiction	FLS or STD Surveillance (depending on jurisdiction)	Lab came into system triggering initial status of field follow- up	Field record or interview only must be assigned for the question, "Is this a field record or interview only?" in the Case Assignment/Field Record Information section	Case Assignment/ Field Record
CT/GC Initial Assignment	When pharyngeal or rectal GC is identified in a male patient through a positive lab result.	Jurisdiction	FLS	All rectal and phyrangeal and rectal GC labs for males will be initiated for public health follow-up	Initial assignment outcome is populated	Case Assignment/ Field Record
New Syphilis Event Supervisor Approval	New syphilis event is created which meets the "Supervisory Approval Needed" on the syphilis reactor grid is initially assigned to the supervisor for review and decision whether to conduct PHFU or not	Jurisdiction	FLS	Lab came into the system, which triggers initial status of supervisory approval needed.	Supervisor updates initial assignment outcome	Case Assignment/ Field Record
Syphilis Initial Assignment	New syphilis case is identified and is initially assigned to surveillance desk for PHFU	Jurisdiction	FLS	All syphilis events created that meet the syphilis reactor grid based on reactive labs, will be initiated for surveillance review and initiating for public health follow-up	Initial assignment outcome is populated	Case Assignment/ Field Record

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Workflows described in this page are applicable to: STD surveillance staff

Workflow Category: STD Initial Assignment

Workflow Name	Description	Workflow Assignment Type	Responsible Party	Qualifying Criteria	Exit Criteria	Question Package
Field Follow-Up to be Assigned	A field record or interview only record needs to be initiated for this case.	Jurisdiction	FLS or STD Surveillance (depending on jurisdiction)	Lab came into system triggering initial status of field follow- up	Field record or interview only must be assigned for the question, "Is this a field record or interview only?" in the Case Assignment/Field Record Information section	Case Assignment /Field Record

Workflow Category: STD Surveillance Activities

Workflow Name	Description	Workflow Assignment Type	Responsible Party	Qualifying Criteria	Exit Criteria	Question Package
CT/GC Morb Missing Fields	When morbidity for CT/GC is generated from lab import and fields are missing that are required for reporting	Jurisdiction	STD Surveillance	Any CT/GC labs (which create morbidity) with missing reporting required fields will be placed in this workflow	Once the required morbidity fields are entered, these events will be removed from the workflow	Morbidity
Open STD Surveillance Follow-up	Case assignments for STD Surveillance Desk	Jurisdiction	STD Surveillance	Any open surveillance follow-up will appear in this workflow	Once "Assignment Outcome" is populated, this event will be removed from the workflow	Case Assignment /Field Record

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Workflows described in this page are applicable to: Central Office Surveillance Staff

Workflow Category: ELR

Workflow Name	Description	Workflow Assignment Type	Responsible Party	Qualifying Criteria	Exit Criteria	Question Package
Missing Lab Test Name	Manually or automatically imported laboratory reports missing the resulted test name	Central Office	Surveillance	Resulted lab test result is missing the name for the test	Resulted lab is no longer missing the name for the test	Lab Results
New Performing or Sending Laboratory	Events with at least one Lab Result that does not have either the Performing Laboratory Name or the Sending Laboratory Name field populated.	Central Office	Surveillance	Lab facility name or sending lab name is missing	Lab facility name is entered	Lab Results
Unknown Event	This workflow contains events that were not able to be matched to an existing disease product based on their LOINC code or the combination of the LOINC and SNOMED code coming from the ELR message.	Central Office	Surveillance	Unknown product code event is generated	Product code, test and result are updated	Lab Results
Missing Collection Date	This workflow will be for any TB, HIV, or STD events that have at least one lab report that is missing a collection date	Central Office	Surveillance	Collection date is missing from the lab results	Collection date is entered	Lab Results
Missing Lab Result	This workflow will be for any TB, HIV, or STD events that have at least one Lab Result that is missing a value in both the Result and Result Value fields for the Resulted Test.	Central Office	Surveillance	Lab result is missing from lab report	Lab result is updated and entered	Lab Results
Missing Received Date	This workflow will be for any TB, HIV, or STD events that have at least one lab report that is missing a receive date	Central Office	Surveillance	Lab received date is missing from the lab report	Lab receive date is updated and entered	Lab Results

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Workflows described in this page are applicable to: Central Office HIV & STD Staff

Workflow Category: HIV/STD OOS Activities

Workflow	Description	Workflow	Responsible	Qualifying Criteria	Exit Criteria	Question
OOS Follow-up Needed	Cases needing follow-up with another out of state jurisdiction	Central Office	ICCR	An out-of-state case assignment is generated for partner services and assigned to the central office staff responsible for contacting the other state	Assignment outcome for the OOS Follow-Up assignment is populated	Case Assignment/Field Record
OOS Record Search Needed	Cases needing record search with another out of state jurisdiction	Central Office	ICCR	An out-of-state case assignment is generated for record search and assigned to the central office staff responsible for contacting the other state	Assignment outcome for the OOS Follow-Up assignment is populated	Case Assignment/Field Record

Workflow Category: HIV/STD OOS Activities

Workflow Name	Description	Workflow Assignment Type	Responsible Party	Qualifying Criteria	Exit Criteria	Question Package
CS Investigation Review and Classification Approval	FLS approves CS investigation and submits for central office approval	Central Office	CS Coordinator	FLS approves the congenital report and the report is then submitted to Central Office for review and approval	Question "CO Approval" is populated by central office staff	Congenital
CS FIMR Eligibility	Alert staff to review congenital syphilis cases for FIMR selection	Central Office	CS Coordinator	Eligible for FIMR review is "Yes" in the congenital question package and placed in the workflow for central office staff	Approve for FIMR is populated by central office staff	Congenital
Open Assignment - No Jurisdiction Assigned	Open FRs, IXs, ReIXs, and CS Investigations where no Jurisdiction was assigned. These need to be reviewed and assigned by central office.	Central Office	Central Office STD Surveillance	Assignment is open with no jurisdiction assigned	Jurisdiction is assigned for the assignment	Case Assignment/Field Record
CS Investigation Not Completed	Central Office approval needed for congenital syphilis investigation not completed	Central Office	PHFU Consultant	Female patient is identified as pregnant during syphilis event and congenital investigation status is "Not Completed" and placed in a workflow for central office	Question "CO Approval" is populated by central office staff	Clinical

Workflows described in this page are applicable to: Central Office TB   Staff

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Workflow Category: TB_Labs

Workflow Name	Description	Workflow Assignment Type	Responsible Party	Qualifying Criteria	Exit Criteria	Question Package
Missing Initial Susceptibility Tests	Notification will be sent to manager's queue when initial Susceptibilities are missing.	Central Office		Final isolation collection date is missing	Collection dates are entered	Lab Results
Final Susceptibilities	When there has been more than 30 days since initial susceptibilities and there are no final susceptibilities.	Central Office		Final isolation collection date is missing and initial collection date was greater than 30 days prior	Collection date is entered	Lab Results

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Technical Guidelines and Standards

The process follows the DSHS Application Development principles. DSHS Application Development principles include Dev/Ops practices and methods. The process embraces change in the business environment and technology landscape, with a focus on swiftly delivering value to the Business Area by providing discipline and transparency to achieve the desired outcomes. Business value is achieved by delivering high quality, working software to meet the Business Area's needs in an expedient and efficient manner.

3 TECHNICAL GUIDELINES AND STANDARDS

The following overall technical guidelines and standards expand across all Health Registries.

Table 6 - Overall Technical Guidelines and Standards

No.	Technical Categories	Details	Responsibility	
			Vendor	**DSHS**
1	DSHS Development Cycle Methodology	Week 1 - 8 cycle set.		√
2	DSHS Change Management	See section 6.	√	√
3	Release Management	See section 5.	√	√
4	Configuration Management	Configuration script files and support is provided by the Vendor and App Dev is responsible for configuration management.	√	√

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3.1 EMS/TRAUMA REGISTRY (TECHNICAL)

EMS Trauma Technical Guidelines and Standards below:

Table 7 - EMS/Trauma Registry Technical Guidelines and Standards

No.	EMS/Trauma Registry Technical Categories	Details	Responsibility Vendor	DSHS
1	SDLC	See SDLC section 4.		√
2	Change Management	See SDLC section 4 and Change Management Section 6.	√	√
3	Release Management	See figures 6, 7, 8, and 9. Also see SDLC section 4.	√	√
4	Configuration Management	Configuration script files and support is provided by the Vendor and App Dev is responsible for configuration management.	√	√
5	App Dev Testing Process	See section 7 and SDLC section 4.	√	√

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Figure 6 - EMS/Trauma Release Management Process
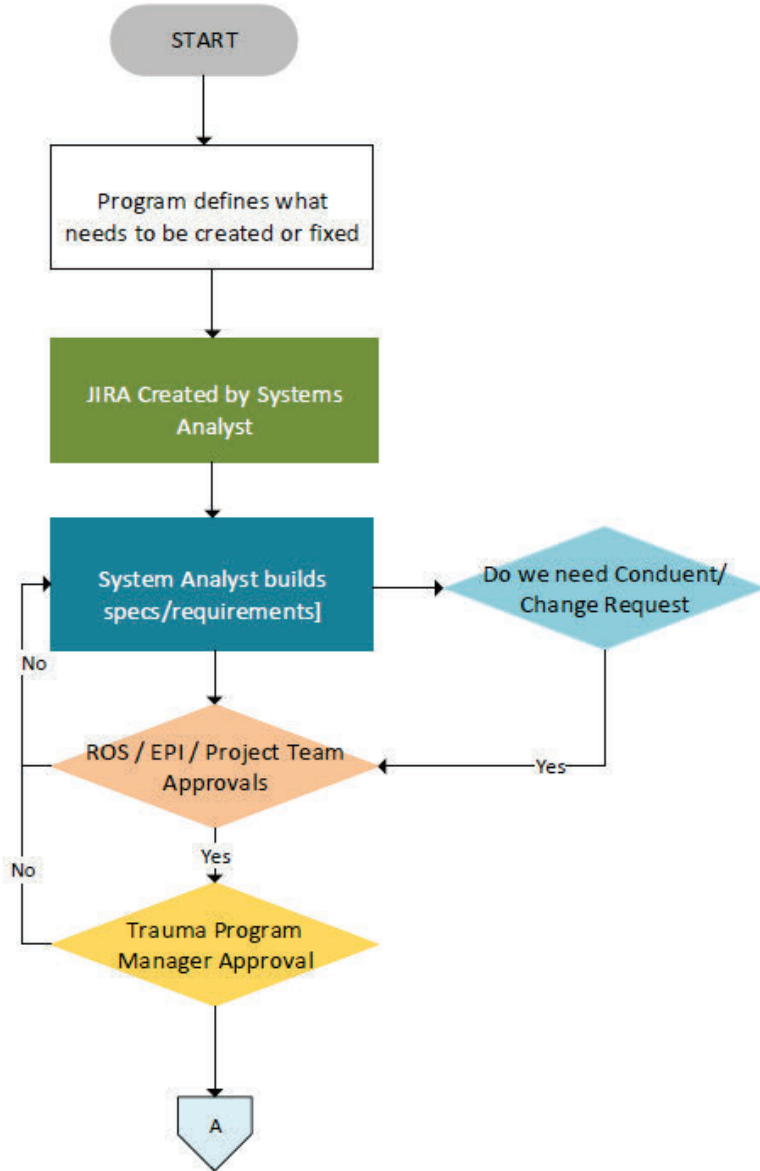
- Requirements meet approved Contract/Statement of Work/ Specification
- Requirements document been validated
- Change Requests approved by Project Sponsor

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Figure 7 - EMS/Trauma Release Management Process
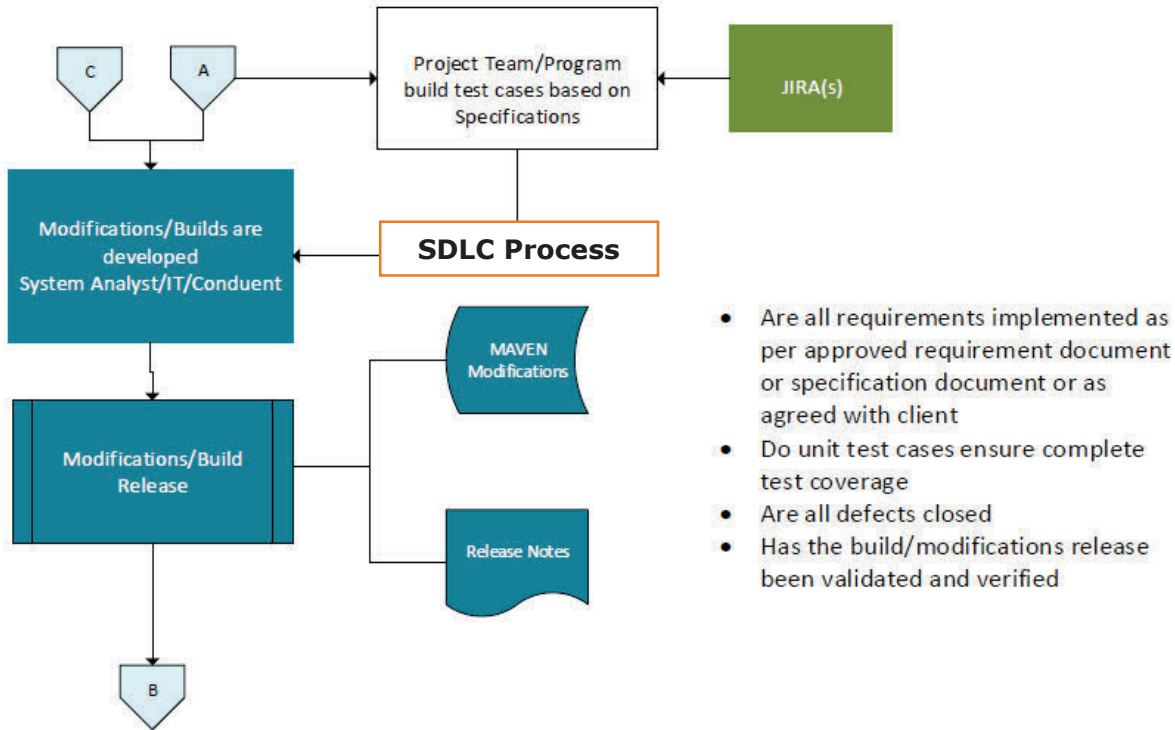
- Are all requirements implemented as per approved requirement document or specification document or as agreed with client
- Do unit test cases ensure complete test coverage
- Are all defects closed
- Has the build/modifications release been validated and verified

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Figure 8 - EMS/Trauma Release Management Process

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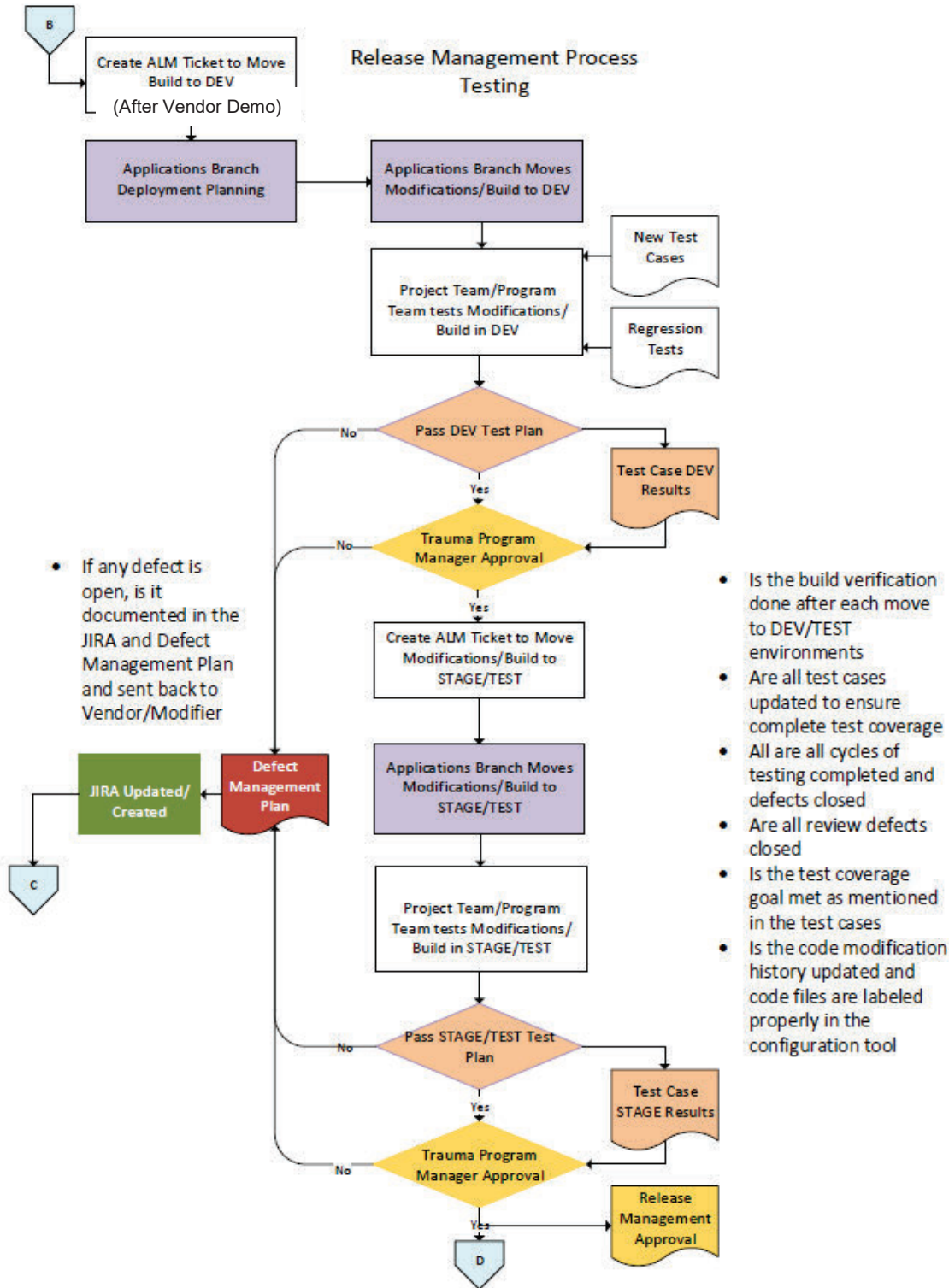
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Figure 9 - EMS/Trauma Release Management Process

Release Management Process
Deployment

D

Release notes meeting and Demo of new features in TEST/STAGE

Trauma Program holds webinar to show new features

Communicates date of implementation

Create ALM Ticket to Move Modifications/Build to PROD

Applications Branch Moves Modifications/Build to PROD

Trauma Program completes UAT on Modifications/Build

UAT Case Test/Results

FINISH ←No— Errors during UAT

Yes

Defect Management Plan

C

- Are all the test cases for acceptance testing (UAT) identified and documented
- Are the following documents / deliverables / work products ready: Release Notes, DEMO, User Manual updates, Known Problems List, Training Material or any other deliverable required by the stakeholder
- Have Release Management approvals been signed off

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3.2 BIRTH DEFECTS REGISTRY

Birth Defects Registry, Technical Guidelines and Standards below:

Table 8- Birth Defects Registry Technical Guidelines and Standards

No.	Birth Defects Registry Technical Categories	Details	Responsibility	
			Vendor	DSHS
1	SDLC	See SDLC section 4.		√
2	Change Management	See SDLC section 4 and Change Management Section 6.	√	√
3	Release Management	See SDLC section 4 and Release Management section 5.	√	√
4	Configuration Management	Configuration script files and support is provided by the Vendor and App Dev is responsible for configuration management.	√	√
5	App Dev Testing Process	See SDLC section 4.	√	√

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3.3 BLOOD LEAD REGISTRY

Blood Lead Registry, Technical Guidelines and Standards below:

Table 9- Blood Lead Registry Technical Guidelines and Standards

No.	Blood Lead Registry Technical Categories	Details	Responsibility	
			Vendor	DSHS
1	SDLC	See SDLC section 4.		√
2	Change Management	See SDLC section 4 and Change Management Section 6.	√	√
3	Release Management	See SDLC section 4 and Release Management section 5.	√	√
4	Configuration Management	Configuration script files and support is provided by the Vendor and App Dev is responsible for configuration management.	√	√
5	App Dev Testing Process	See SDLC section 4.	√	√

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3.4 TXHSN REGISTRY

TxHSN Registry, Technical Guidelines and Standards below:

Table 10- TxHSN Registry Technical Guidelines and Standards

No.	TxHSN Registry Technical Categories	Details	Responsibility Vendor	DSHS
1	SDLC	See SDLC section 4.		√
2	Change Management	See SDLC section 4 and Change Management Section 6.	√	√
3	Release Management	See SDLC section 4 and Release Management section 5.	√	√
4	Vendor Configuration Management	Configuration script files and support is provided by the Vendor and App Dev is responsible for configuration management.	√	√
5	App Dev Testing Process	See SDLC section 4.	√	√

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3.5 THISIS REGISTRY

THISIS Registry, Technical Guidelines and Standards below:

Table 11- THISIS Registry Technical Guidelines and Standards

No.	THISIS Registry Technical Categories	Details	Responsibility Vendor	DSHS
1	SDLC	See SDLC section 4.		√
2	Change Management	See SDLC section 4 and Change Management Section 6.	√	√
3	Release Management	See SDLC section 4 and Release Management section 5.	√	√
4	Vendor Configuration Management	Configuration script files and support is provided by the Vendor and App Dev is responsible for configuration management.	√	√
5	App Dev Testing Process	See SDLC section 4.	√	√

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4   SYSTEM DEVELOPMENT LIFE CYCLE (SDLC)

4.1 SDLC PROCESS

The Software Development Life Cycle (SDLC), documents software development project work from requirements to production deployment. Refer to the diagram below.

Figure 10: Software Development Life Cycle (SDLC)

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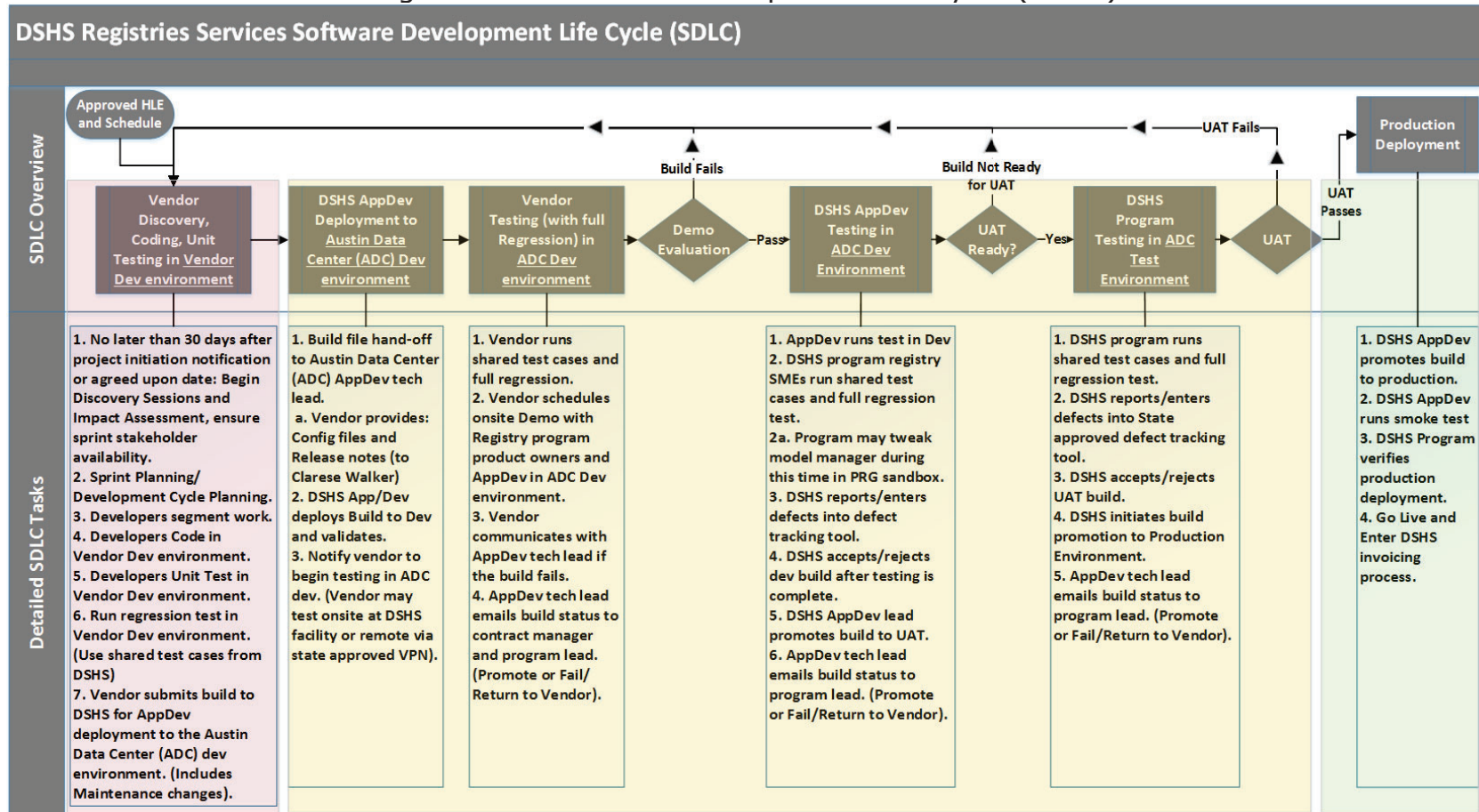
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4.2   HIGH LEVEL ESTIMATE:

Prior to development work beginning as part of the SDLC process, a high level estimate is provided by the Vendor. The high level estimate request process is illustrated below:

Figure 11: High Level Estimate process

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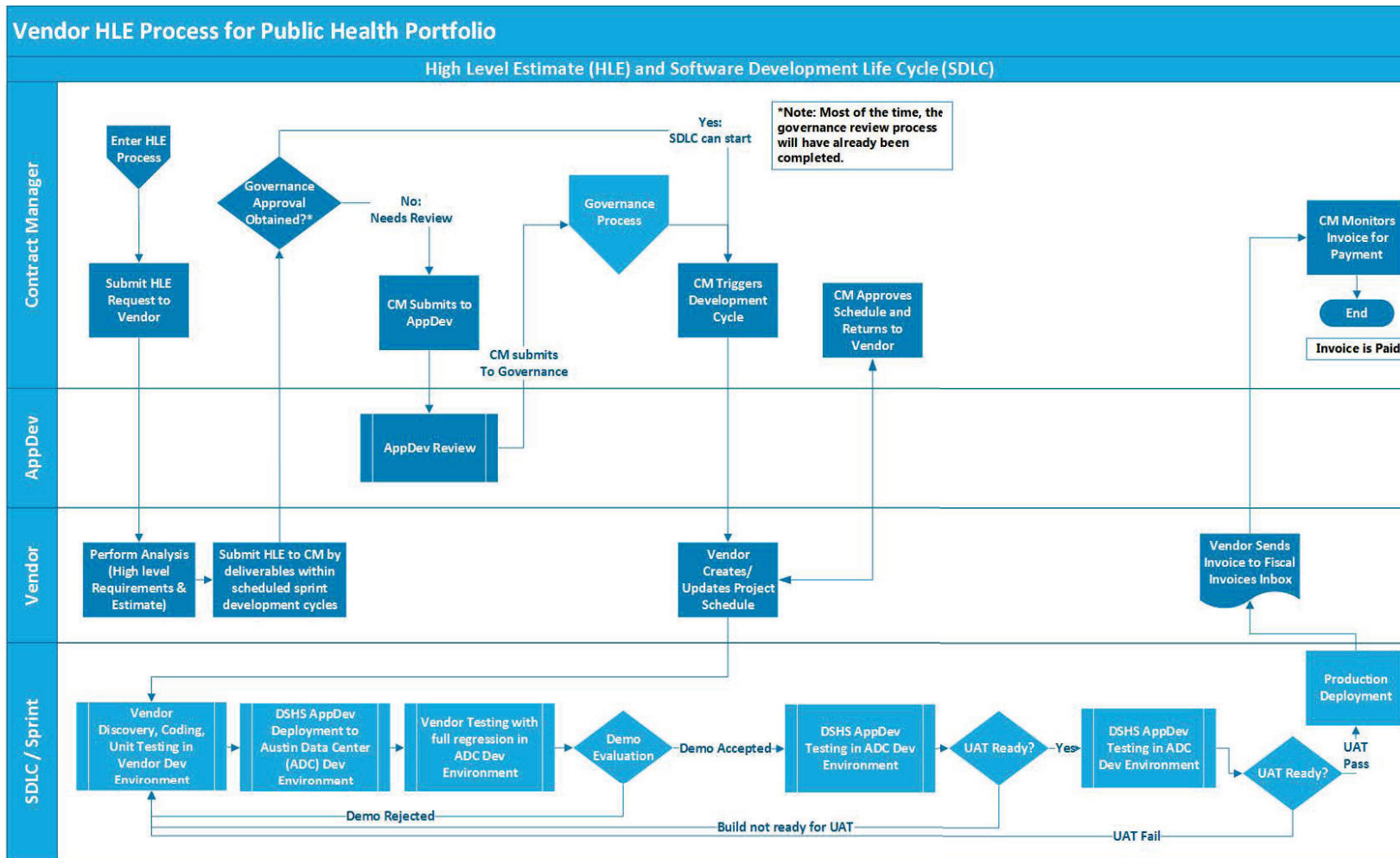
5 RELEASE PROCESS OVERVIEW

5.1 TERMS OF REFERENCE:

This overview is generic for Maven implementations and given from the point of view of the Vendor rather than the customer. Customer internal processes are only shown where they intersect with the Vendor process requirements.

5.2 PURPOSE:

The purpose of the overview is the documentation of a process that works across all Maven application instances.

5.3 PREREQUISITES

The Customer will meet with the Vendor as needed to prioritize work the Vendor does for the deliverable and discuss obstacles to completing the work per the agreed time table. This can be weekly/month or any other period per schedule.

The Vendor reviews all their test results and release content with the Customer. The Customer decides whether to accept release.

Figure 12: Maven Release Process Overview

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Maven Release Process Overview
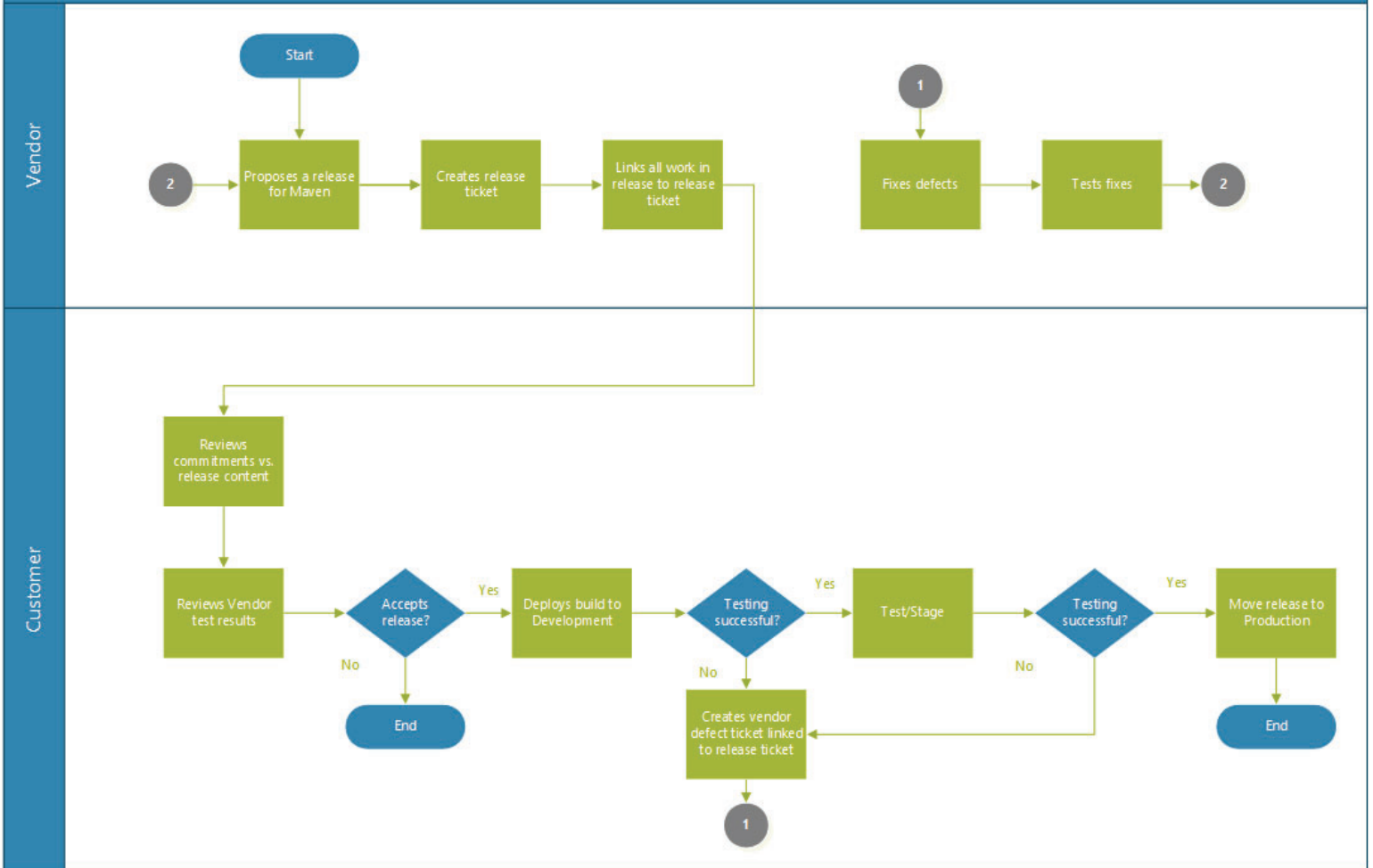
Note: Test environment is also referred to as Stage.

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6 CHANGE MANAGEMENT PROCESS FLOW

Figure 13: Health Registries Portfolio - Change Management Process

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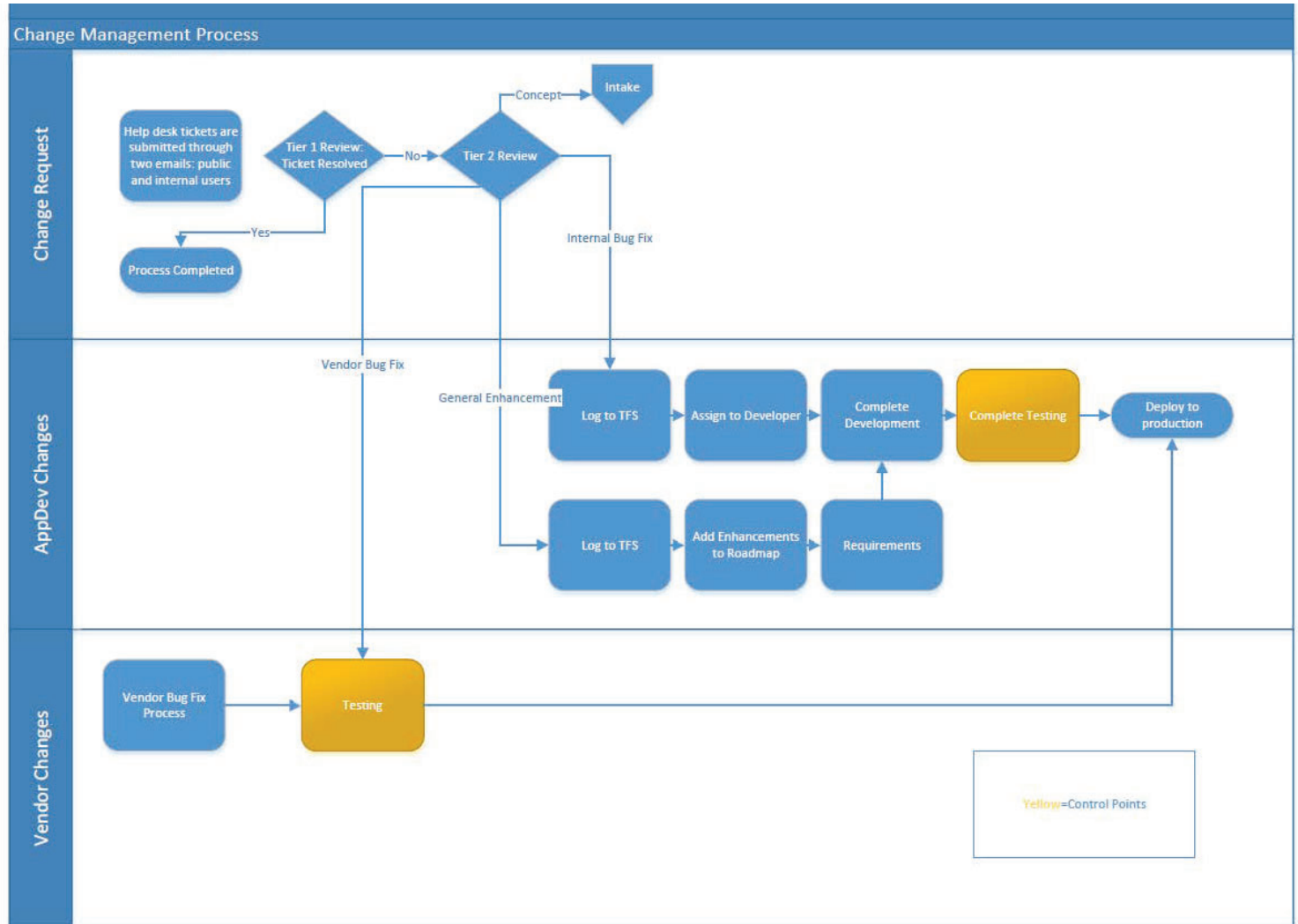
7 TESTING PROCESS

Test Activity summary schedule for _____ Registry

Table 12 Test Activity Summary

Type of Test	Start Date	End Date	Owner	Approver
Functional Testing				
Integration Testing				
Security Testing				
Accessibility Testing				
Performance Testing				
Data Quality Analysis				
Regression Testing				
UAT Testing				

7.1 UAT TASKS

UAT will consist of the following tasks:

1) Test Readiness Review – A checkpoint to gain the necessary approvals to begin formal UAT.

2) UAT Testing – DSHS Testing Team shall execute Test Cases and document defects in ALM (or State approved tool). The Vendor will work the defects and provide code deployments. All Testing Teams will work together to regression test the fixes and update defect statuses in ALM.

3) UAT Exit Review Gate - A checkpoint to gain the necessary approvals to exit UAT.

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7.2 USER ACCEPTANCE TEST (UAT) EXIT CRITERIA CHECKLIST

	Criteria Description	Date Completed	Person Responsible
a.	All Requirements identified for the UAT Release have been Tested as well as Requirements related to Data Quality Analysis, Security, Performance, and Accessibility. Any exceptions shall be documented and approved.		
b.	All UAT Test Cases have been run with an indication of Pass or Fail. Any exceptions shall be documented and approved.		
c.	All Logged Defects (in ALM or State Approved defect tracking tool) have been reviewed and given a final determination.		
d.	All Defects of Critical (S1) and Major (S2) Severity discovered during UAT have been fixed and regression tested (unless waived and documented by the review team).		

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7.3 TESTING ROLES AND RESPONSIBILITIES

Testing	Type	Comments	Responsibility Vendor	DSHS
Functional Testing			√	
Interface Testing			√	
Application Security			√	
Accessibility Testing			√	
	Visual Impairments Testing		√	
	Motor Skills Testing		√	
	Hearing Impairments Testing		√	
	Cognitive Abilities Testing		√	
Performance Testing	Performance test scenarios	Separate Environment	√	
Load & Stress Testing	Load & Stress Test scenarios	Separate Environment	√	
Regression Testing	Newly Modified		√	
	Unmodified		√	
Unit Testing			√	
Systems Integration Testing	Automated Scripts		√	√
	Test Scripts	Log of all Test scripts Pass/Fail	√	
Vendor Demonstration	Prepare Test/Demo Data	DSHS may help in the process	√	
	In State Environment	State Approval needed	√	√
	Set Scenarios		√	√
	Exit Criteria		√	√

7.4 TEST MONITORING AND REPORTING

7.4.1 MONITORING

The *App Dev IT Group* Leads will play a collective role in monitoring testing progress for UAT.

Each Test Lead will be responsible for monitoring assigned test cases within their group. Testers will document defects in a 'Defect Module' within the ALM (or State approved tool). The Test Leads will review the newly documented defects each day, for completeness (all steps to recreate the problem must be documented) and to ensure there are no duplicates. A screen shot of the defect should be provided, if available, (and attached in ALM, or State approved tool) to supplement the steps. The Project Test Lead will also check to make sure the defects were documented correctly in ALM (or State approved tool). All parties will review/update the Defects in a daily 'Test Triage Meeting' with the goal of determining which Defects to work based on the Severity/Priority.

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7.4.2 TEST TRIAGE PROCESS

The respective Health Registry Program Leads and the App Dev IT Group Leads will meet daily as part of a formal Test Triage. This meeting will provide an opportunity to review all defects and ensure a full understanding of the defects that have been found to date. Testers (SME's) should attend these meetings to provide clarification on defects found as well as provide status on regression testing of fixed defects (those in Test Ready status). Also, the teams will make any necessary updates to the Defect records (in ALM or State approved tool) – particularly the Status and Severity/Priority. An updated Defect Report out of ALM (or State approved tool) will then be generated and sent to the respective teams.

7.4.3 REPORT CRITERIA

At a minimum, the Defect Report(s) shall provide the ability to filter the list of Defects by Status as follows:

1) 'New' Defects, listed by Severity/Priority
2) 'Assigned' Defects, listed by Severity/Priority
3) 'In Dev' Defects, listed by Severity/Priority
4) 'Dev Comp' Defects, listed by Severity/Priority
5) 'Test Ready' Defects, listed by Severity/Priority
6) 'Closed' Defects, listed by Severity/Priority
7) 'Cancelled' Defects, listed by Severity/Priority
8) 'Duplicate' Defects, listed by Severity/Priority
9) 'Not Defect' Defects, listed by Severity/Priority
10) 'Rejected' Defects, listed by Severity/Priority
11) 'Reopened' Defects, listed by Severity/Priority
12) 'Hold' Defects, listed by Severity/Priority
13) 'Enhancement' Defects, listed by Severity/Priority
14) 'Verified' Defects, listed by Severity/Priority
15) Duration of Defects (from New to Closed)
16) 'Active' Defects grouped by the following Statuses: New, Assigned, In Dev, Dev Complete, Test Ready, Reopened, Verified
17) 'Not Active' Defects grouped by the following Statuses: Closed, Cancelled, Duplicate, Not a Defect, Rejected, Hold, Enhancement
18) Number of Defects found to date (per Build/per Release/per UAT)
19) Number of Defects resolved to date (per Build/per Release /per UAT)
20) Number of Defects that failed regression at least once
21) Number of previously passed test cases that fail on regression
22) Other Detail/Summary Reports as appropriate (TBD)

7.5 REPORTING

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Test Cases and defects will be monitored via reports in the HP ALM (or State approved defect tracking) Tool. If necessary, the information may be imported into an MS Excel file for further data manipulation.

7.5.1 ADDITIONAL REPORT CONSIDERATIONS

1) Indicate the version/revision level of the software tested
2) Indicate the environment in which the testing took place
3) Contain references to the test plan, RTM, test scenario, test procedure, test log, and problem reports, if they exist
4) Specify metrics that were monitored during the testing effort, including any trend analysis compiled
5) Contain a comprehensive test evaluation summary, including conclusions regarding the quality and stability of the product.

7.6 DEFECT SEVERITIES

Defect severities identify the extent to which a defect can affect the quality of the software product. Key performance measures and liquidated damages are dependent on the severity and priority and are detailed out in Attachment_B3_KPMS_and_Liquidated_Damages.

During UAT, each defect will be assigned a defect level severity as follows:

Severity 1 - Critical (S1) – The defect significantly impairs the user's normal business operations or causes DSHS to be out of compliance with federal or state laws and regulations (show stopper).

Severity 2 - Major (S2) – The defect does not significantly impair the user's normal business operations or compliance of DSHS but causes core functionality not to operate correctly (no workaround exists).

Severity 3 - Medium (S3) – The defect does not significantly impair the user's normal business operations or compliance of DSHS and does not affect core functionality.

Severity 4 - Minor (S4) – The defect has little or no consequence on the user's normal business operations and does not affect the compliance of the IIS or the core functionality.

The Vendor Team will correct all Defects of Critical (S1) and Major (S2) Severity discovered during UAT. The Vendor Team will work with DSHS to prioritize and fix Medium and Minor Severity Defects.

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7.7 DEFECT PRIORITIES

Priority defines the order in which a defect should be resolved. Key performance measures and liquidated damages are dependent on the severity and priority and are detailed out in Attachment_B3_KPMS_and_Liquidated_Damages.

Listed below are the category levels**:**

- **Priority 1 - Critical (P1)** – The highest priority defect that completely limits or blocks testing of the product/ feature. Critical defects must be addressed within 24 hours.

- **Priority 2 - High (P2)** – A high priority defect that is severe enough that the UAT Exit Criteria will not be approved unless it is corrected.

- **Priority 3 - Medium (P3)** – A medium priority defect may or may not need to be corrected in order to approve the UAT Exit Criteria (case by case basis).

- **Priority 4 - Low (P4)** – A low priority defect is one that would not prevent the UAT Exit Criteria from being approved if it were not corrected (i.e. cosmetic, etc.).

7.8 DEFECT STATUSES

A description of the possible Defect Statuses is listed below:

- **New** – A Defect that is newly opened and has not been reviewed or addressed by the Development Team.
- **Assigned** – A defect that has been assigned to the Development Team and is currently pending a fix.
- **In Dev** – A defect that has been assigned a developer and is currently being coded.
- **Dev Comp** – A defect that has been corrected by the coding team but not yet deployed to test.
- **Test Ready** – A defect that has been corrected by the coding team and deployed to Test but has not yet been verified by the customer.
- **Closed** – A defect that has been approved for Closure by the Test Triage Team.
- **Cancelled** – A defect that was not addressed for a specific reason (note reason).
- **Duplicate** – A defect that is already logged in the system.
- **Not Defect** – Can't be traced to a requirement or replicated. No further action required.
- **Rejected** – An issue that is not related to a Requirement. No further action required.
- **Reopen** – A defect that has been Reopened (note reason).
- **Hold** – A defect that is not currently being worked.

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- **Enhancement** – A defect that is not linked to a current requirement but should be considered as part of a future release.
- **Verified** - A defect that has been fixed and validated by the testing team (but not yet approved for Closure).

7.9 REQUIREMENTS

7.9.1 REQUIREMENT FORMAT

All Requirements, as defined in the Statement of Work (SOW) and in Exhibit - H Detailed Registry Requirements, must have at least one Test Case (or a Set of Test Cases) associated with it. The goal at the conclusion of UAT Testing is to ensure the intent of the requirement is met by the functionality provided by the system.

All Requirements will be entered/ loaded into the ALM (or State approved requirements management tool) and maintained by the Vendor and shall contain the following required attributes:

- <u>Requirement Number</u> - unique identifier

- <u>Requirement Name</u> – must be unique

- <u>Requirement Description</u> – describes the Requirement in greater detail

- <u>Requirement Type</u> – The type of the Requirement (ex. Functional)

- <u>Author</u> – who entered the Requirement into ALM (or State approved requirements management tool)

- <u>Project Name</u> – the name of the Project the Requirement is associated with

- <u>Product</u> – the name of the Product the Requirement is associated with

- <u>Priority</u> – can specify the Requirement's Priority

- <u>Path</u> – the folder structure in ALM (or State approved requirements management tool) where the Requirement is located

Requirements must be checked in/out in ALM (or State approved tool) when updates are being made. This prevents multiple testers from making updates to particular Requirements at the same time.

7.9.2 TEST TRACEABILITY

All Requirements and their associated Test Cases will be linked within the ALM (or State approved requirements management tool). This linkage will serve as the Test

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Traceability Matrix (TTM). This Matrix will ensure that for every Requirement there is a Test Case (or Cases) associated with it.

7.9.3 CHANGE MANAGEMENT

As testing is taking place there may be defects logged that do not link to a particular Requirement. A defect not tied to a specific Requirement shall be documented and prioritized as part of the formal Change Control Process as outlined in the Change Management Plan. Agreement between the DSHS Project Coordinator and the Vendor is needed on the approach for handling these defects.

7.10   TEST CASES

A Test Case is a set of conditions or variables under which a tester will determine whether the system being tested satisfies the requirements. Verifying Test Cases, often involves performing a series of Test Steps.

7.10.1   TEST CASE FORMAT

All Test Cases will be entered/ loaded into the ALM (or State approved tool) and shall contain the following required attributes:

- <u>Test Number</u> - assigned test case number

- <u>Test Name</u> – an identifier, must be unique

- <u>Test Type</u> – ex. Manual Test

- <u>Requirement Coverage</u> – The Requirement(s) the Test Case relates to

- <u>Prerequisites/Dependencies</u> – any preconditions or dependencies necessary to complete the test

- <u>Test/Design Steps</u> – a sequence of steps necessary to complete the test

- <u>Test Data</u> – input data needed or output data expected related to the Test Case

- <u>Expected Result</u> – the expected outcome -- after completing the Test Steps

- <u>Actual Result</u> – the actual result --- after completing the Test Steps

- <u>Status</u> – Pass or Fail

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7.10.2 ASSIGNMENT/CHECKING OUT OF TEST CASES

Each Test Case shall be assigned to a Subject Matter Expert (SME) or Tester according to his/her familiarity with the Requirement(s) being tested. Test Case assignment will be done within the ALM (or State approved requirements management tool). SMEs or Testers will be able to login to ALM (or State approved requirements management tool) and access the Test Cases assigned to them. SMEs or Testers will have rights to modify/update Test Cases, as needed. Test Leads should be made aware of any changes to Test Case content (and Test Steps).

7.10.3 EXIT/ACCEPTANCE CRITERIA FOR THE DEFECTS

Vendor will correct all the defects with Priority or Severity 1 and 2 reported. Vendor will work with DSHS (Program Managers/Business Analyst and Application Development) to prioritize and fix Medium or Minor Severity defects to complete the deliverables required.

7.11 DEFECT TRACKING

7.11.1 DOCUMENTING A DEFECT

SMEs or Testers shall perform the Test Steps associated with a Test Case to determine if it Passes or Fails. If a Test Case Fails at any step in the process, this should be noted in ALM (or State approved defect tracking tool) by logging a formal defect. To maximize the time allocated for testing, the Tester should proceed to test every step (unless blocked) in the Test Case even if a failure occurred at a previous step. When entering a defect into ALM or State approved defect tracking tool, certain information must be provided including:

- Defect ID – an identifier, must be unique

- Summary – a description of the defect

- Status – current status of the defect (See Section 7.8)

- Attachments (if applicable) – supporting documentation (usually a screen shot)

- Severity – see Section 7.6

- Priority – see Section 7.7

Note: A defect should not be opened for an issue that is a duplicate <u>or</u> cannot be replicated.

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7.11.2   CLOSING A DEFECT

Defects can be set to 'Closed' status only after the issue has been corrected/verified and has been approved for Closure by the Test Triage participants. The Project Test Lead will work closely with the Vendor Lead to communicate which Defects are approved for Closure so that all parties are informed.

7.12   DATA REFRESH PROCESS

7.12.1   REFRESHING DATA

A Data Refresh may be necessary under the following circumstances:

- A particular Test Case(s) needs specific data conditions to be present in order to validate it.
- Corruption or clutter of the data in the UAT or Training environment necessitates a refresh
- Note: All Test Teams shall be notified in advance if a Data Refresh is needed and when it will take place.
- Note: Data may be transformed from its original state as part of the various Test Cycles. This data may also be needed to conduct Regression testing. This data should be identified when a refresh is being considered and retained, if possible.

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7.13   ALM PROCESS

7.13.1   ALM REQUIREMENT FLOW DIAGRAM

Figure 14: ALM Requirement Flow

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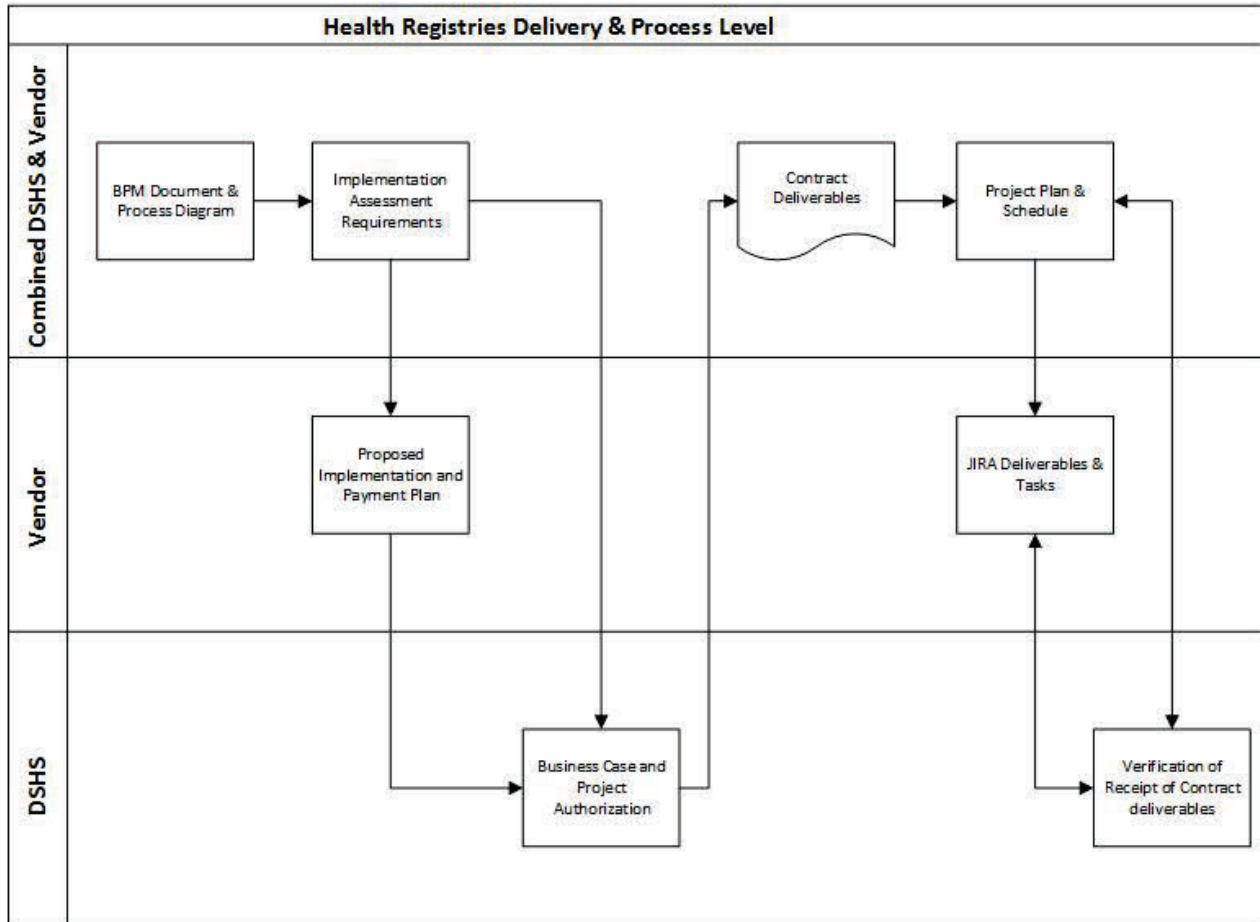
7.13.2　　　　ALM TEST CASE CREATION FLOW DIAGRAM

Figure 15: ALM Test Case Creation Flow part 1

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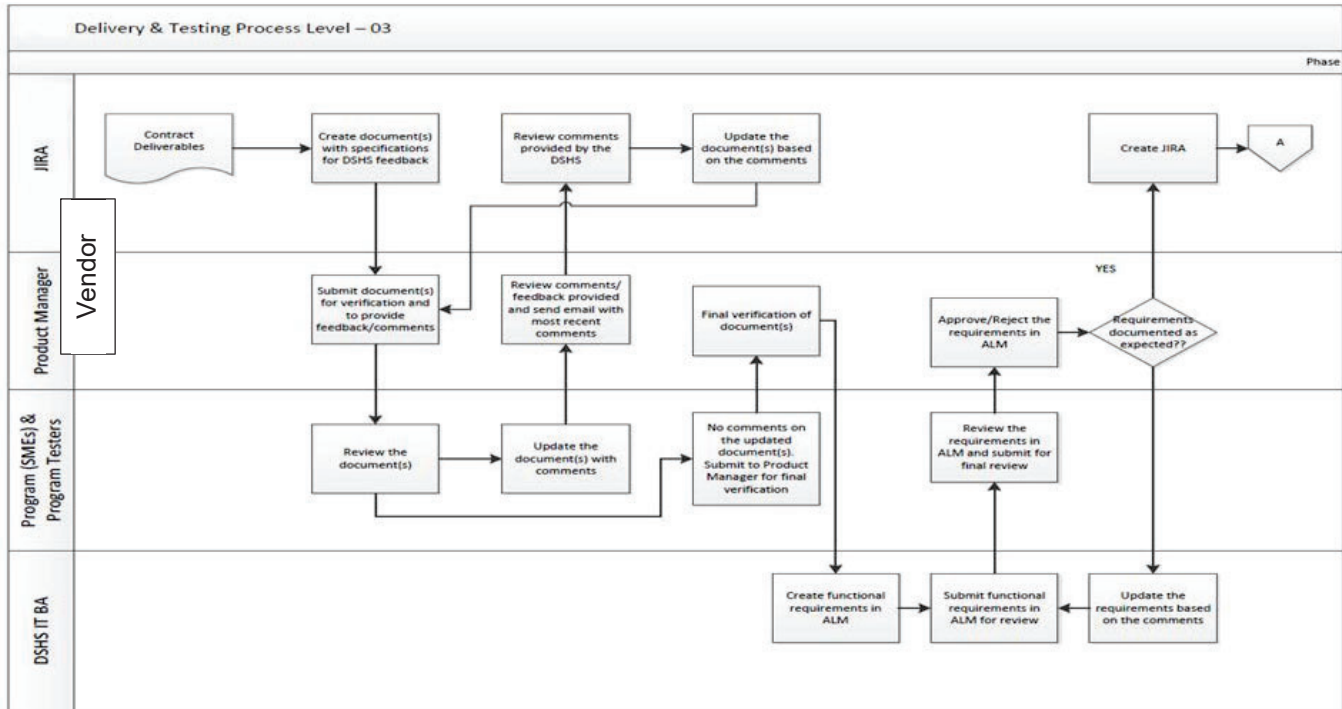
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Figure 16: ALM Test Case Creation Flow part 2

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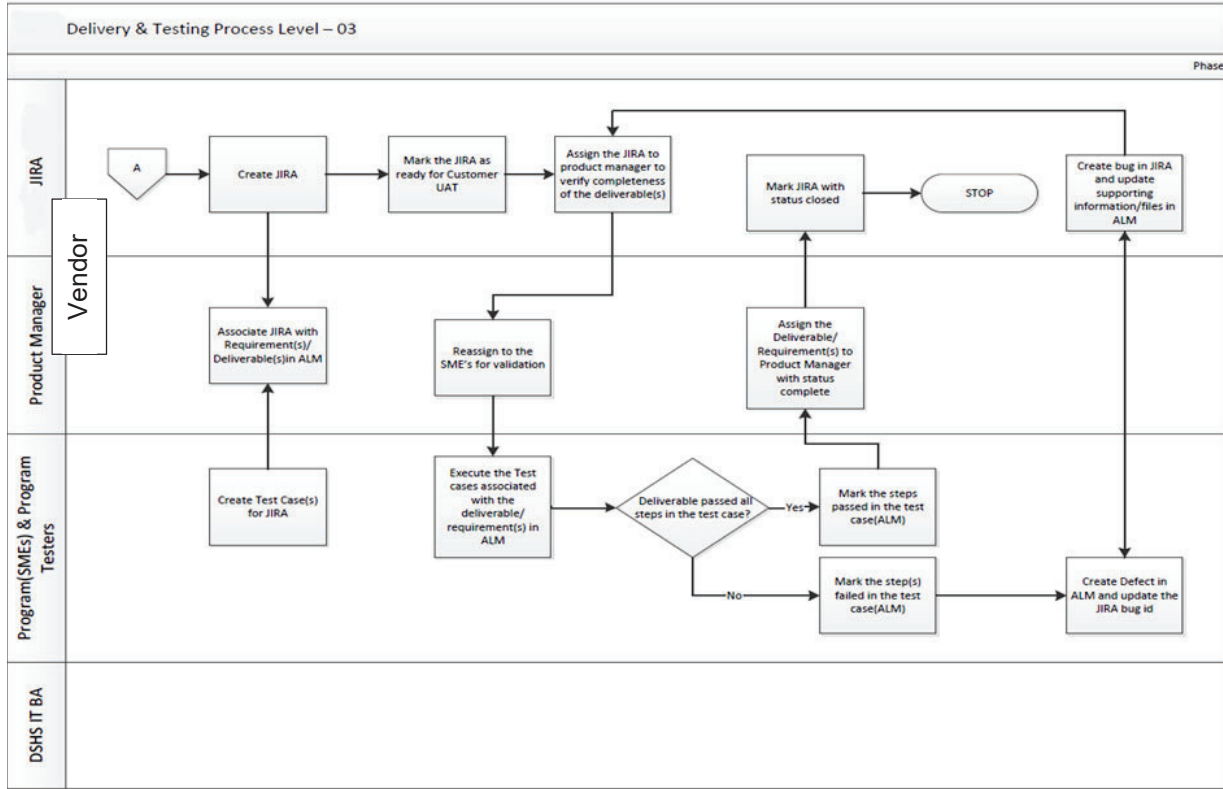
8 POST IMPLEMENTATION SUPPORT

The Vendor period of Post Implementation Support (Warranty Period) must cover all defects, product deficiency, and performance issues for the duration of the contract or other State approved time frame, after deployment into production, without charge to the system agency. When a defect, product deficiency or performance issue is identified in production within the warranty period, the Vendor must provide a time estimate of when the reported issue will be corrected. The Vendor must comply with the severity levels of the issue as indicated **in Attachment B3 - KPMS and Liquidated Damages**, KPM-009.

If defects, product deficiencies, and performance issues arise from a core patch or updates, the Vendor is responsible for correcting the issue without charge to the system agency for the life of the contract. The Vendor must comply with the severity levels of the issue as indicated **in Attachment B3 - KPMS and Liquidated Damages**, KPM-009.

9 COMMUNICATION PLAN

9.1 COMMUNICATION MANAGEMENT APPROACH

Multiple channels of communication will be used to distribute information internally, depending on the audience, their familiarity with the project, and their location. Communication channels include e-mail distribution lists, face-to-face meetings (ongoing), status meetings (monthly and weekly), status report distributions (ongoing), document distribution, use of project SharePoint site, and informal and ongoing e-mail communication. A project SharePoint site will be used to enhance communications with the project's IPT.

The communication plan is updated as communication channels are found to be effective or ineffective. It will be necessary to have regular communications between the project's team members, technical staff, and project sponsor to keep the project on schedule and up-to-date on requirements changes, development issues, task schedules, and any risks that might arise.

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Figure 17 below depicts a preferred communication process for both support and project work related requests.

Figure 17: Support and Project Communication Diagram
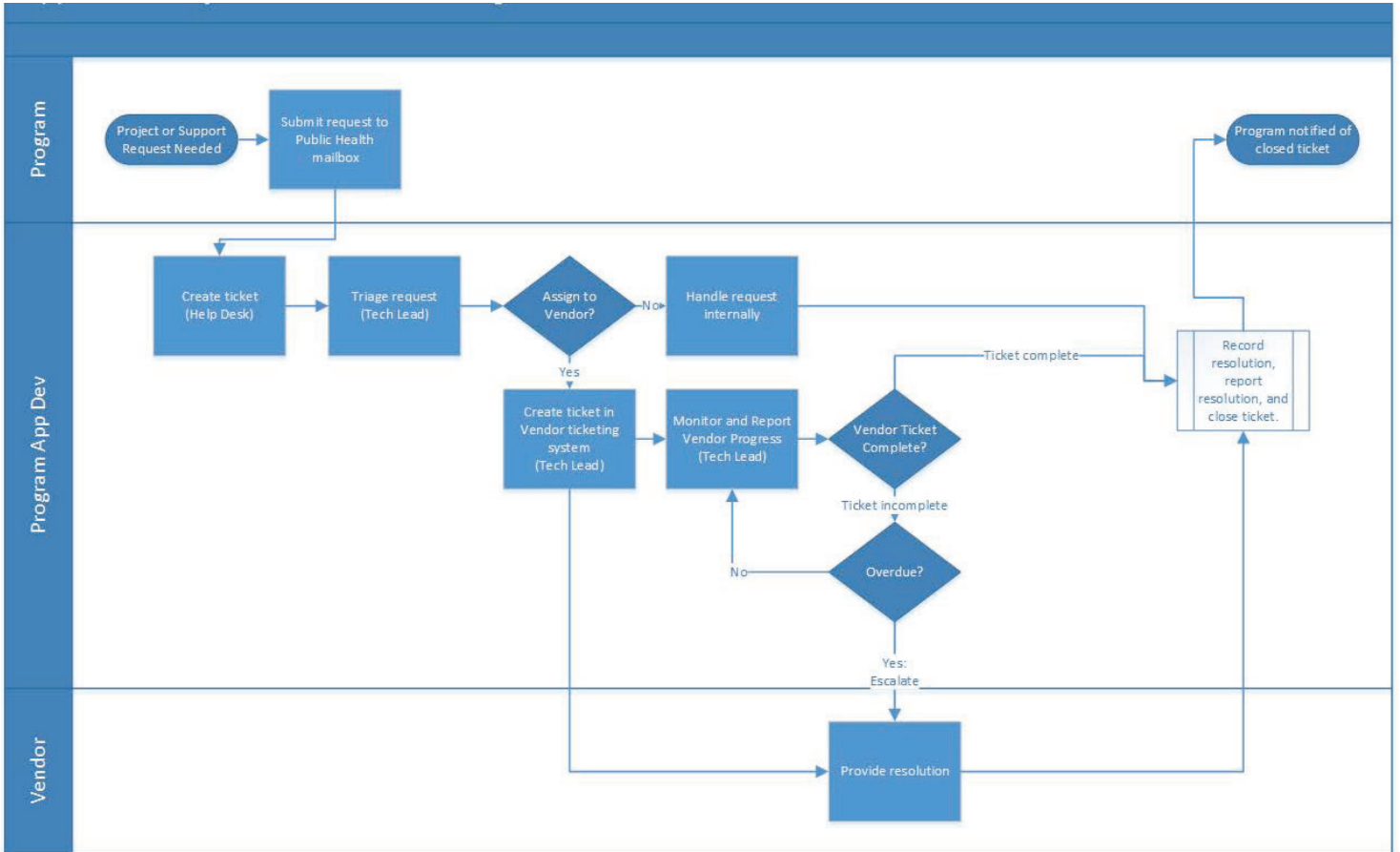
9.2 COMMUNICATION STAKEHOLDERS AND INFORMATION IDENTIFICATION

Project stakeholders and their information requirements are identified as per the DSHS PGP and the DSHS IT Supply Process (PMLC and SDLC processes). Information requirements are reviewed at regularly scheduled IPT meetings to ensure that stakeholders and communication requirements are met throughout the life of the project.

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9.3 COMMUNICATION PROTOCOL

1. For each registry, the primary point of contact for all communication will be the contract manager. Communication purposes includes, but is not limited to business, technical, and invoicing related matters.

   a. Courtesy copies for all written correspondence should be sent to the designated contract manager assistant or contract manager admin team as prescribed by the contract manager.

2. Program questions, issues and escalations must be triaged by program App Dev.

   a. Triaged questions, issues and escalations will be entered into a state approved repository by App Dev.

   b. Vendor will have access to the state approved repository and will follow the state approved communication protocol in accordance with timeframes established in Attachment_B3_KPMS_and_Liquidated_Damages.

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10 AUSTIN DATA CENTER (ADC) ENVIRONMENT

10.1 APPLICATION AND DATABASE SERVER INFORMATION

The following table provides detailed information needed for the Vendor to replicate the ADC environment for comprehensive testing purposes.

Application Server OS	WebLogic	Java	Database
Linux version 2.6.32-358.11.1.el6.x86_64 mockbuild@x86-022.build.eng.bos.redhat.com) (gcc version 4.4.7 20120313 (Red Hat 4.4.7-3) (GCC)) #1 SMP LSB_VERSION=base-4.0-amd64:base-4.0 noarch:core-4.0 Red Hat Enterprise Linux Server release 6.9 (Santiago)	WebLogic Server 12.1.2.0.0 WLS_12.1.2.0.0_GENERIC_130607.1100	java version "1.7.0_45" Java(TM) SE Runtime Environment (build 1.7.0_45-b18) Java HotSpot(TM) 64-Bit Server VM (build 24.45-b08, mixed mode)	OS: Red Hat Enterprise Linux Server >= 7.5 Oracle Real Application Cluster >= 12.2.0.1.0 >= 64 GB RAM >=16 Cores >=2 CPU >=22TB Disk Space

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10.2   DATA CENTER SERVICES (DCS) SOFTWARE CURRENCY N LEVEL SUMMARY

This is the software version currency level provided by the Department of Information Resources (DIR) for the Statewide datacenter for all OS, mid tier and database layers as of June 2018.

	Operating System	Middleware	Database
DCS N+1	• VMware ESX / 6.5		
DCS N	• AIX / 7.2 • HP-UX / 11i v3 • Oracle Enterprise Linux / 6.X • Novell Open Enterprise Server 2015 • POWER HMC / v8 • Red Hat Enterprise Linux / 7.x + • Solaris 11 / SunOS 5.11 • SuSE Linux / 12 • VIO 2.2.X • VMware ESX / 6.0 • Windows Server 2016	• IBM HTTP Server 9 • IBM Web Content Manager 9 • Microsoft IIS Service / 8 • Microsoft IIS Service / 8.5 • Microsoft MSMQ / Server 2008 R2 • Microsoft MSMQ / Server 2012 • Microsoft MSMQ / Server 2012 R2 • Oracle Forms & Reports 12cR2 (12.2) • Red Hat JBoss Application Server / 7 • WebSphere MQ 9 • Weblogic 12c • WebSphere Application Server 9.0 • WebSphere Portal Server 9 • Apache HTTP Server / 2.4 • Apache Tomcat / 8.5	• DB2 / 10.5 • MySQL / 5.7 • Informix / 11.7X • Oracle / 12.X (12cR1) • Sybase / 16.0 • MS SQL Server 2016 • MongoDB / 3.4 • PostgreSQL Database Server / 9.6
DCS N-1	• AIX / 7.1 • POWER HMC / v7 • SuSE Linux / 11 • Red Hat Enterprise Linux / 6.x + • Windows / Server 2012 & 2012 R2	• IBM Web Content Manager 8.5 • IBM HTTP Server 8.5 • Microsoft IIS Service / 7 • Microsoft IIS Service / 7.5 • WebSphere Application Server 8.5 • WebSphere MQ 8	• Adabas / 6.X • DB2 / 10.1 • Informix / 11.5X • MySQL / 5.6 • Sybase / 15.7 • Unify / 9 • Oracle / 11.2(11gR2) • MS SQL Server 2014 • PostgreSQL Database Server / 9.5
DCS N-2 Long-Term Support	• Novell Open Enterprise Server/11 • Windows / Server 2008 & 2008 R2	• IBM HTTP Server 7.x • IBM HTTP Server 8.0 • Silverstream • Apache Tomcat / 7 • Apache Tomcat / 8	• MS SQL Server 2012 • MySQL / 5.5 • DB2 / 9.7 • PostgreSQL Database Server / 9.4 • Apache Derby / 10.0

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10.3 DCS N LEVEL SUMMARY FOR OS, DB, MW

Operating System (OS) Summary Grouping
N+1
VMware ESX / 6.5
Windows Server 2016
N
AIX / 7.2
HP-UX / 11i v3
Novell Open enterprise Server 2015
POWER HMC / v8
Red Hat Enterprise Linux / 7.x +
Solaris 11 / SunOS 5.11
SuSE Linux / 11 +
VIO 1.5.X
VIO 2.2.X
VMware ESX / 6.0
Windows / Server 2012 & 2012 R2
N-1
AIX / 7.1
POWER HMC / v7
Red Hat Enterprise Linux / 6.x +
VMware ESX / 4.x
Windows / Server 2008 & 2008 R2
N-2 or Below
AIX/6.1
VMware ESX / 5.5
Red Hat Enterprise Linux / 5.x
Windows / Server 2003 & 2003 R2
Solaris 10 / SunOS 5.10
Novell Open Enterprise Server/11

Database (DB) Summary Grouping
N+1
MSSQL 13.x (Server 2016)
N
DB2 / 10.X
MSSQL / 12.x (Server 2014)
MySQL / 5.7
Informix / 11.7X
Oracle / 12.X (12cR1)
SuperCluster / 12.X (12cR1)
Sybase / 15.5
Exadata / 12.X (12cR1)
N-1
Adabas / 6.X
DB2 / 9.7
Informix / 11.5X
MSSQL / 11.x (Server 2012)
MySQL / 5.6
Sybase / 15.0.3
Unify / 9
Oracle / 11.2(11gR2)
N-2 or Below
MSSQL / 10.X (Server 2008)
MySQL / 5.5
SuperCluster / 11.2.X (11gR2)
Exadata / 11.X (11gR2)
DB2 / 9.5

Middleware (MW) Summary Grouping
N
IBM HTTP Server 8.X
Weblogic 12c
WebSphere Application Server 8.X
WebSphere MQ 7.5
N-1
DB2 Content Manager 8.4
IBM HTTP Server 7.X
Weblogic 11g
WebSphere Application Server 7.X
WebSphere Portal Server 8.X
WebSphere Process Server 7.X
N-2 or Below
Oracle Application Server 10.X
Silverstream
WebSphere MQ 7.0
WebSphere Portal Server 5.X
WebSphere Portal Server 6.X

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11 ADDITIONAL INFORMATION - DELIVERABLES

11.1 MAINTENANCE, TIME AND MATERIALS AND FSS DEFINITIONS

1. Design Development and Implementation (DDI)
   a. Represents all the tasks that are performed through the software development lifecycle until deployment into a Production environment, using DIR Not to Exceed cost for approved deliverables. This is for new project work.
2. Time and Materials (TAM)
   a. Represents all tasks and deliverables performed by the Vendor in response to DSHS ad-hoc requests, using DIR Not to Exceed cost for approved deliverables. This may be used for urgent work resulting from legislative mandates or critical policy changes.
3. Fixed Staffing Services (FSS)
   a. Represents services from the Vendor providing a fixed resource team for maintenance work throughout the life of the contract, using DIR Not to Exceed cost for approved deliverables. This is for non-core maintenance that is performed by the Vendor on-site.
4. Maintenance Services (MNT)
   a. Represents Vendor services provided to the state which include core maintenance items which can be scheduled monthly, quarterly, annually, or emergency as needed, using DIR Not to Exceed cost for approved deliverables.

Please refer to the RFO and **Attachment A1 – Pricing Workbook** for additional details.

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11.2   DELIVERABLE ACCEPTANCE CRITERIA

1. The DSHS contract manager or their designee will meet with the Vendor as needed to prioritize project work and coordinate document deliverables.

2. The DSHS contract manager or their designee has the authority to review, revise and provide feedback to the Vendor's submitted document deliverables.

   a. After the review is complete by the contract manager or their designee, if necessary, the deliverables will be returned to the Vendor for correction.

   b. After Vendor makes corrections, the Vendor must resubmit the document deliverables back to the contract manager or their designee for acceptance based on the DSHS specified timeframe.

3. If the document deliverable continues to not pass DSHS expectations the review process will continue with DSHS feedback until acceptance is achieved.

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12 DOCUMENT HISTORY

File Version	Section/Description	Author	Date
1.0	First version	PPS Team	6/28/2018

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Exhibit J:

DSHS Health Registries Deliverables

**DSHS Health Registries
Software Development and Maintenance Services
(HRSD&MS)
RFO No. HHS0001166
Texas Department of State Health Services
(DSHS)**

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1 Deliverables Summary

Deliverables will become part of the Contract between the DSHS and the successful Vendor. All deliverables will follow the Deliverables Acceptance Process. Some deliverables will serve as the basis of Vendor payment. **Table 1 - Deliverables Summary**, contains a list of deliverables for each service domain and respective submission time frame.

Table 1: Deliverables Summary

Service Domain	Deliverable	Submission Time Frame
Transition Services (TRA) When applicable	Transition Project Work Plan	a) Once with the RFO response, and b) Within seven (7) calendar days of the Transition Start Date
	Transition Weekly Status Report	Weekly, no later than one (1) week after Transition Start
	Readiness Assessment Plan	Once, no later than 45 calendar days prior to end of Transition Phase
	Readiness Assessment Results Report	No later than 15 calendar days PRIOR to end of Transition Phase
Design, Development, and Implementation (DDI) Software and Maintenance Services (SMS)	Weekly Status Report	Weekly, no later than one (1) week after end of Transition
	Monthly Status Report	Monthly, no later than one (1) month after the start of Operations
	Monthly Mobile Metrics Report	

	Cycle Deliverables:
	    Final User Stories
	    Final Cycle Plan
	    Final Cycle Report
	    Cycle Completion Checklist
		Once for each Cycle and no later than two (2) weeks following Cycle completion.

	System Documentation	Once for each Cycle Set and no later than two (2) weeks following Cycle Set completion.

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Service Domain	Deliverable	Submission Time Frame
Project Management (PM)	Project Management Plan	a) Once with the RFO response, and b) No later than 30 calendar days after Transition Start c) After initial approval, an updated version is expected to be delivered twice per year upon mutually agreed timeframe
	Risk Management Plan	
	Change Management Plan	Once, no later than 60 calendar days after Transition Start. After initial approval, an updated version is expected to be delivered twice per year upon mutually agreed timeframe.
	Performance and Quality Management Plan	
	Software Specifications Standards and Guidelines	
	Support and Maintenance Plan	
	Project Work Plan	a) Once, no later than five (5) days after Operations Start, and b) Ongoing based on mutual agreement
Turnover Services (TUR)	Turnover Plan	Once, nine (9) months prior to the end of the contract term or within three (3) months of request by DSHS
	Turnover Results Report	Once at the End of Turnover

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The following tables provide detailed descriptions for each deliverable.

1.1 Transition Deliverables

Table 2: Transition Project Work Plan

Transition Project Work Plan	
Phase	Transition (When applicable)
Expected Delivery	a) Once with the RFO response to establish the baseline plan, and b) Within seven (7) calendar days of the Transition Start Date.
Frequency	Subsequent submittals will be required for formal approval of changed baseline dates. The Vendor is expected to track actual schedule versus the baseline approved schedule and to maintain the plan updated on at least a weekly basis.
Description	The Transition Work Plan includes: a) A detailed schedule in MS Project for key activities including project tasks, deliverables, and knowledge transfer activities. b) A logical sequence of tasks and deliverables. c) A clear narrative definition of each task and deliverable. d) Staff assignments for each task and deliverable. e) A specific target completion date for each task and deliverable. f) Task and deliverable relationships and dependencies. g) Identification of the critical path for the work plan to allow for the determination of impacts to any schedule slippage. h) The Transition Project Work Plan "actual" schedule is expected to be maintained current on at least a weekly basis. i) Knowledge transfer activities and the assessment activities for readiness of the Vendor to proceed to the next project Phase. j) A narrative of key activities, issues, risks, decisions and action items as well as traceability to related entries.
References	See the RFO section 'Transition Service Subdomain' for details.

Table 3: Transition Weekly Status Report

Transition Weekly Status Report	
Phase	Transition (When applicable)

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Transition Weekly Status Report	
Expected Delivery	First delivery expected within seven (7) calendar days of Transition Start.
Frequency	Weekly during the Transition Phase.
Description	The Transition Weekly Status Report includes: a) Status of work completed against the Transition Project Work Plan. b) Recovery plan for all work activities not tracking to the approved schedule. c) Projected completion dates compared to approved baseline key dates. d) Escalated Risks, issues, and action items. e) Disposition of escalated or critical issues and risks. f) Important decisions made and pending. g) Actual/projected Transition Project Work Plan dates versus baseline Transition Project Work Plan milestone dates.
References	See the RFO section 'Transition Service Subdomain' for details

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Table 4: Readiness Assessment Plan

Readiness Assessment Plan	
Phase	Transition (When applicable)
Expected Delivery	Submitted for approval no later than 45 calendar days prior to the completion of the Transition Phase.
Frequency	Once
Description	The Readiness Assessment Plan must specify how the Vendor will prepare and test its staff, business practices, and system interfaces for the delivery of services under this RFO prior to the start of the Operations Phase. This plan includes: a) Plan for demonstrating that all staff, business practices (e.g., DDI, SMS, and Technical Support Services (TSS)) and systems interactions are in place, and ready for service delivery. b) Description of how the results of the assessment will be collected, presented, and if problems are identified, how they will be addressed. c) Recommended approaches to resolve any identified problems. d) The proposed readiness result tracking, reporting, and communication strategy. e) The proposed Readiness Assessment schedule, activities, and resource allocation requirements.
References	N/A

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Table 5: Readiness Assessment Results Report

Readiness Assessment Results Report	
Phase	Transition (When applicable)
Expected Delivery	Submitted for approval no later than 15 calendar days prior to the completion of the Transition Phase.
Frequency	Once
Description	Document the results of the Readiness Assessment in a Readiness Assessment Report and submit the report to the State for review and approval. The report must identify problems uncovered and how and when the Vendor will address and resolve the problems identified. The readiness assessment results report must include a formal letter to DSHS to acknowledge the planned completion of the Transition Phase and the Vendor's attestation that they are prepared to assume service delivery responsibilities without any conditions.
References	N/A

1.2 Design Development and Implementation and Maintenance Services Subdomain Deliverables

Table 6: Weekly Status Report

Weekly Status Report	
Phase	Health Registries Software Development
Expected Delivery	First delivery expected one (1) week after the completion of the Transition Phase.
Frequency	Weekly
Description	Weekly report of status for all Operations service domains that includes: a) Executive Summary b) Project Status Dashboard

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Weekly Status Report

c) Design, Develop, and Implementation
  i. Discovery Status
  ii. Development Cycle Set Summary
  iii. Development Cycle Set Schedule
  iv. Development Cycle Set Status
  v. Development Cycle Set Plan
  vi. Development Cycle Set Test Status
d) Maintenance Services Subdomain
  i. Production Support Request Summary by Application
  ii. Maintenance Service Request Summary by Application
  i. Time and Material Service Request Summary
e) Project Management Office
  i. Deliverables Status
  ii. Decisions Summary
  iii. Issues
  iv. Risks

Table 7: Monthly Status Report

Monthly Status Report	
Phase	Health Registries Software Development
Expected Delivery	First delivery required one (1) Month after the start of Operations phase.
Frequency	Monthly

Description	Monthly report of status for all Operations service domains that includes:
	a) Executive Summary
	b) Project Status Dashboard
	c) Design, Development and Implementation
	  i. Discovery Status
	  ii. Development Cycle Set Summary
	  iii. Development Cycle Set Schedule
	  iv. Development Cycle Set Status
	  v. Development Cycle Set Plan

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Monthly Status Report

vi. Development Cycle Set Test Status
d) Maintenance Services Subdomain
        i. Production Support Request Summary by Application
        ii. Maintenance Service Request Summary by Application
e) Project Management
        i. Deliverables Status
        ii. Decisions Summary
        iii. Issues
        iv. Risks
        v. Time Reporting
        vi. Production Metrics by Application
        vii. Key Performance Measures

Table 8: Cycle Deliverables

Cycle Deliverables	
Phase	Operations
Expected Delivery	No later than two (2) weeks following Development Cycle completion.
Frequency	Once for each Development Cycle

Description	a) Final Test Cases
	     i. Capture the description of a software feature from an end-user perspective.
	     ii. Describe the type of user, what they want and why.
	     iii. Help to create a simplified description of requirements.
	     iv. Design artifacts created during implementation of a User Story are made part of the User Story artifact.
	b) Final Development Cycle Plan
	     i. Contains the prioritized list of requirements along with the Development Cycle to which each test case is assigned.
	     ii. Contains deliverable estimates and Product Owner approvals for each test case/requirement.
	c) Final Development Cycle Report

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Cycle Deliverables	
	i. Contains the list of User Stories completed during the Cycle, Acceptance Criteria for each User Story, and Product Owner sign-off (or comments) for each acceptance criterion. d) Development Cycle Completion Checklist i. The Vendor completes and submits the Development Cycle Completion Checklist at the end of each Development Cycle to attest work completion/deliverable.
References	Refer to **Exhibit I - DSHS Health Registry Process Guide** for guidance.

Table 9: System Documentation

System Documentation Updated for the Release	
Phase	Health Registries Software Development
Expected Delivery	No later than two (2) weeks following Development Cycle Set completion.
Frequency	Once for each Development Cycle Set
Description	Updates to all Health Registries system documentation includes: a) Health Registries Actor Relationship Diagrams b) Health Registries Use Case Models c) Software models (Unified Modeling Language (UML)) d) Framework Class Diagrams e) Framework Sequence Diagrams (patterns) f) Component Diagrams g) Deployment Diagrams h) Entity Relationship Diagram (ERD) with depictions of tables and relationships that are readable (no overlapping tables). i) Health Registries Data Dictionary j) Dependencies k) Error Procedures l) Updated Job Stream Dependency Diagram m) System, user, and operations documentation n) Joint Interface Plan (JIP) o) Web Services Registry

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System Documentation Updated for the Release	
	p) Health Registries Functional and Technical Overview
	q) HHSC Enterprise Applications Architecture and Architecture Standards.
	r) All relevant updates to the various requirement types in the requirements repository. These updates include updates to design artifacts such as test cases and requirements.
References	See the Procurement Library for examples.

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1.3 Project Management Deliverables

Table 10: Project Management Plan

Project Management Plan	
Phase	Lifecycle of the contract – all phases.
Expected Delivery	a) Once with the RFO response, and b) No later than 30 calendar days after Transition Start. c) After initial approval, an updated version is expected to be delivered twice per year upon mutually agreed timeframe.
Frequency	After initial approval, two updates a year upon mutually agreed timeframe, are expected to be delivered for review and approval.

Description	The Project Management Plan includes:
	a) General project information
	    i. Describes planning information such as project scope, roles, and responsibilities.
	    ii. Describes resource requirements, work activities, and methods for gauging performance throughout the project life cycle.
	    iii. Project Team structure and PM organization chart outlining the responsibilities and skill set for each role.
	    iv. Names for key personnel who will be responsible for each major area of the project, and accountability.
	    v. Protocols for communicating status including sample status reports, meeting schedule, and agenda.
	    vi. Onboard process and training road map.
	    vii. External interfaces (when applicable).
	b) Monitoring and control information
	c) Planning, management, and control activities that support the project from startup through closure.
	    i. Methods for gauging and ensuring the project is implemented as planned.
	    ii. Issue and action item management.
	    iii. Deliverable creation, review, and approval process.
	    iv. Status Reporting Standards.
	    v. Change Order Analysis Process.
	d) Quality Management Information
	    i. Methods for quality planning, quality assurance, and quality control

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Table 11: Risk Management Plan

Risk Management Plan	
Phase	Transition, with resubmissions throughout the duration of the engagement.
Expected Delivery	a) Once with the RFO response, and b) No later than 30 calendar days after Transition Start. c) After initial approval, an updated version is expected to be delivered twice per year or upon mutually agreed timeframe.
Frequency	After initial approval, two updates a year upon mutually agreed timeframe, are expected to be delivered for review and approval.
Description	This Risk Management Plan: a) Integrates with current DSHS processes and standards. b) Documents a disciplined approach for the continual assessment of what could negatively impact the project. c) Incorporates existing risk management process, procedures and tools. d) Describes work products and processes for assessing and controlling risks. e) Includes risk identification methodology that identifies and classifies risk by severity, impact, and probability of occurrence. f) Provides the plan for developing risk mitigation strategies and contingency plans for any identified risks that may impact the project in sufficient time to prevent an adverse impact. g) Provides structure and processes for resolving issues (risks that have been realized). h) Details the escalation mechanisms for issues and risks. i) Represents the Vendor's commitment to maintaining issues and risks updated and managed in the HP PPM tool or other DSHS-approved tool.

Table 12: Change Management Plan

Change Management Plan	
Phase	Transition, with resubmissions throughout the duration of the engagement.
Expected Delivery	Once, no later than 60 calendar days after Transition Start.

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Change Management Plan	
Frequency	After initial approval, an updated version is expected to be delivered twice per year upon mutually agreed timeframe.
Description	The Change Management Plan: a) Establishes how changes will be proposed, accepted, monitored, controlled and implemented. b) Documents how requirements are planned, approved, and implemented. c) Defines the standards for the High Level Estimate (HLE) and High Level Epic Estimate (HLEE), which estimates effort for Epics. i. Describes how actual hours are tracked. d) Details the modification processes for identified changes as well as revisions to all Health Registries deliverables.

Table 13: Performance and Quality Management Plan

Performance and Quality Management Plan	
Phase	Transition, with resubmissions throughout the duration of the engagement.
Expected Delivery	Once, no later than 60 calendar days after Transition Start.
Frequency	After initial approval, an updated version is expected to be delivered twice per year upon mutually agreed timeframe.
Description	Establishes a consistent method for defining activities, resources and standards needed to manage product and service performance. Performance management involves assessment, measurement, monitoring, and reporting of the expected product and/or service performance outcomes. This deliverable is expected to embody the Vendor's endorsement of the fundamental importance of quality by promoting, reinforcing, and acknowledging quality management activities. This deliverable includes: a) Strategies and processes to ensure quality in every phase of the project management and software development life cycles and to periodically measure and report quality performance to the State. b) Service level management for each Key Performance Measure.

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Performance and Quality Management Plan

	c) Descriptions of service level requirements and problem indicators and how they will be monitored. d) A description of the Vendor's internal controls to ensure established project levels of quality necessary to support required performance measures are met. e) A process for sampling the work performed by the Vendor's staff to ensure that products and services developed are able to fulfill State and Federal requirements. f) Processes to correct problems identified during quality monitoring. g) Standards and processes for QA audits, peer reviews and code reviews. h) Technical management standards and guidelines. i) Audit report template and plans for periodic audits and reporting. j) Documentation of the operating process, performance measures, and problem resolution process. k) Description of how improvement initiatives resulting from problem solving or process improvement will be documented and tracked through implementation. l) Proposed QA team organization, its functions and responsibilities, its schedule for periodic meetings, and the methodologies for identification and correction of issues.

Table 14: Software Specifications Standards and Guidelines

Software Specifications Standards and Guidelines	
Phase	Transition, with resubmissions throughout the duration of the engagement.
Expected Delivery	Once, no later than 60 calendar days after Transition Start.
Frequency	After initial approval, an updated version is expected to be delivered twice per year upon mutually agreed timeframe.

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Software Specifications Standards and Guidelines	
Description	The scope of this deliverable includes: a) Integration of current DSHS processes and standards. b) Structure for planning, eliciting, documenting and base-lining user stories and design spikes for Cycles. c) User story and acceptance criteria management process and standards for maintaining artifacts in DSHS's designated requirements management system. d) Standards, procedures, and templates for artifacts to be produced by the Vendor as part of the software development life cycle. e) Java coding standards and guidelines.

Table 15: Support and Maintenance Plan

Support and Maintenance Plan	
Phase	Transition, with resubmissions throughout the duration of the engagement.
Expected Delivery	First delivery expected within 60 calendar days of Transition Start.
Frequency	After initial approval - ongoing delivery, twice per year upon mutually agreed timeframe.
Description	The scope of this deliverable includes: a) Maintenance Service Request (SR) management, associated Contingency Processing Methods (CPM) processing, Production Support Requests (PSR), and Outage Requests. b) Integration of current DSHS processes and standards. c) Processes for providing Maintenance Service Request support for Health Registries Help Desk Level II. d) Work processes related to CPMs. e) PSR processes. f) Work processes associated with Outage Requests. g) Work processes related to incident Root Cause Analysis.
References	See the Procurement Library document 'Health Registries Support and Maintenance Plan' for example.

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Table 16 Project Work Plan

Project Work Plan	
Phase	Health Registries Software Development
Expected Delivery	No later than five (5) calendar days after Operations Start
Frequency	Subsequent submittals will be required for formal approval of changed baseline dates. The Vendor is expected to track the actual schedule versus the baseline approved schedule and to maintain the plan updated on at least a weekly basis.
Description	The Project Work Plan shall align with the six (6) Service Domains and includes: a) Detailed schedule for key activities including project tasks, deliverables, and knowledge transfer activities (includes Architecture Road Map initiatives) b) A logical sequence of tasks and deliverables. c) A clear definition of each task and deliverable. d) Staff loading for each task and deliverable. e) A specific target completion date for each task and deliverable. f) Task and deliverable relationships and dependencies. g) Identification of the critical path for the work plan to allow for the determination of impacts related to schedule slippage. h) A work breakdown structure (WBS). i) A narrative describing key issues, risks, and actions items and traceability to key issues, risks, and action items logged in HP PPM.

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1.4 Turnover Deliverables

Table 17: Turnover Plan

Turnover Plan	
Phase	Turnover
Expected Delivery	Submitted for approval no later than nine (3) months prior to the end of the contract term or within three (30) days of request by DSHS.
Frequency	Once
Description	The Vendor must develop and implement a State-approved Turnover Plan covering the turnover of the operational activities, equipment, and systems to either the State or a successor Vendor. The Turnover Plan must be a comprehensive document detailing the proposed schedule, activities and systems, and resource requirements associated with the turnover tasks. Additionally, the Turnover Plan, must be provided in a format and media specified by the State. The Turnover Plan includes: a) Turnover of copies of all relevant data and reference tables, documentation, work products, and other pertinent information necessary to take over and successfully assume operational activities. b) Turnover of current inventories, correspondence, documentation of outstanding issues, and other service delivery support documentation. c) A description of the Vendor's approach and schedule for transfer of inventories and operational support information. d) A description of information and systems required to continue service delivery. e) Capability Turnover Plan f) Knowledge Transfer Topics g) Knowledge Transfer Schedule h) Turnover Inventory and Plan i) Turnover Inventory j) Turnover Plan k) Turnover Completion Report l) DATA export - Create a script to move data to a specified format as requested by the system agency.

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Table 18: Turnover Results Report

Turnover Results Report	
Phase	Turnover
Expected Delivery	End of Turnover
Frequency	Once
Description	Following turnover of service delivery, the Vendor must provide the State with a Turnover Results Report documenting the completion and outcomes of each step of the Turnover Plan previously approved by the State. Turnover will not be considered complete and final payment will not be made until the Turnover Results Report is received and approved by the State. The report must include Project Closure Correspondence and Contract Closeout documentation.

Exhibit K:

DSHS Health Registries Security Requirements

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Texas Department of State Health Services (DSHS)**

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1 Security Controls Summary

Standards and Regulations:

Contractors are required to comply with HHS Information Security and Privacy requirements in order to maintain a business relationship with Texas HHS. Accordingly, contractors are required to adhere to all applicable Standards and Regulations (and their associated security controls) to include state laws, federal laws, Executive Orders, policies, regulations, standards, and guidance.

Standards and Regulations that Apply to this Contract:

Based on data types that are accessed, created, disclosed, received, transmitted, maintained, or stored within Information System(s) of this contract the following standards and regulations apply:

Texas HHS Requirements:

The contractor is responsible for using the **HHS MODERATE** (NIST SP 800-53R4 MODERATE equivalent) security baseline found in the IS-Controls and IS-RAMP when implementing the latest versions of the following Texas HHS standards and regulations:

1. Information Security Controls (IS-Controls)
2. Information Security Risk Assessment Monitoring Process (IS-RAMP)
3. Security and Privacy Inquiry (SPI)
4. Information Security Web & Mobile Standard (IS-Web & Mobile)

State and Federal Requirements:

The contractor is responsible for using the **MODERATE** security baseline found in NIST SP 800-53R4 and applicable state and federal standards when implementing the latest versions of the following state and federal standards and regulations:

1. Texas Department of Information Resources (DIR) Security Control Standards Catalog
2. Health Insurance Portability and Accountability Act of 1996 (HIPAA)
3. NIST SP 800-66, An Introductory Resource Guide for Implementing the HIPAA Security Rule

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4. US Department of Health and Human Services HIPAA Security Rule Crosswalk to NIST Cybersecurity Framework

Contract Monitoring:

Contractors are required to fulfill HHS monitoring requirements for continuing compliance, including:

1. Complete and submit a Risk Assessment to Texas HHS annually using the Texas HHS template
2. Submit, upon request, a System Security Plan (SSP) using the Texas HHS template within 90 days of notification

See the IS-RAMP for a more detailed explanation of monitoring requirements.

Required Information Security & Privacy Controls that Apply to this Contract:

The tables below contain a list of required security controls mandated by the applicable state and federal regulations listed above. The tables are for each registry:

1. Table 1 - BD Security Controls

2. Table 2 - BL Security Controls

3. Table 3 - Trauma Security Controls

4. Table 4 - TxHSN Security Controls

5. Table 5 - THISIS Security Controls

The contractor is required to implement the specified Information Security and Privacy controls unless there exists a documented agreement that establishes Texas Health and Human Services as the provider for a specified control(s). Additionally, the contractor is required to implement any additional controls added or modified in subsequent updates to applicable standards and regulations.

If more than one applicable Standard and/or Regulation requires the same Information Security and Privacy control, then the contractor must implement the most restrictive requirements for the specified control.

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2 Security Controls

The following tables provide the required security controls for each registry.

2.1 Birth Defects (BD) Registry

Table 1: BD Security Controls

BD Control ID	BD Control Name
AC-01	ACCESS CONTROL POLICY AND PROCEDURES
AC-02	ACCOUNT MANAGEMENT
AC-02(01)	AUTOMATED SYSTEM ACCOUNT MANAGEMENT
AC-02(02)	REMOVAL OF TEMPORARY / EMERGENCY ACCOUNTS
AC-02(03)	DISABLE INACTIVE ACCOUNTS
AC-02(04)	AUTOMATED AUDIT ACTIONS
AC-03	ACCESS ENFORCEMENT
AC-04	INFORMATION FLOW ENFORCEMENT
AC-05	SEPARATION OF DUTIES
AC-06	LEAST PRIVILEGE
AC-06(01)	AUTHORIZE ACCESS TO SECURITY FUNCTIONS
AC-06(02)	NON-PRIVILEGED ACCESS FOR NONSECURITY FUNCTIONS
AC-06(05)	PRIVILEGED ACCOUNTS
AC-06(09)	AUDITING USE OF PRIVILEGED FUNCTIONS
AC-06(10)	PROHIBIT NON-PRIVILEGED USERS FROM EXECUTING PRIVILEGED FUNCTIONS

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BD Control ID	BD Control Name
AC-07	UNSUCCESSFUL LOGON ATTEMPTS
AC-08	SYSTEM USE NOTIFICATION
AC-11	SESSION LOCK
AC-11(01)	PATTERN-HIDING DISPLAYS
AC-12	SESSION TERMINATION
AC-14	PERMITTED ACTIONS WITHOUT IDENTIFICATION OR AUTHENTICATION
AC-16	SECURITY ATTRIBUTES
AC-17	REMOTE ACCESS
AC-17(01)	AUTOMATED MONITORING / CONTROL
AC-17(02)	PROTECTION OF CONFIDENTIALITY / INTEGRITY USING ENCRYPTION
AC-17(03)	MANAGED ACCESS CONTROL POINTS
AC-17(04)	PRIVILEGED COMMANDS / ACCESS
AC-18	WIRELESS ACCESS
AC-18(01)	AUTHENTICATION AND ENCRYPTION
AC-19	ACCESS CONTROL FOR MOBILE DEVICES
AC-19(05)	FULL DEVICE / CONTAINER-BASED ENCRYPTION
AC-20	USE OF EXTERNAL INFORMATION SYSTEMS
AC-20(01)	LIMITS ON AUTHORIZED USE
AC-20(02)	PORTABLE STORAGE DEVICES

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BD Control ID	BD Control Name
AC-21	INFORMATION SHARING
AC-22	PUBLICLY ACCESSIBLE CONTENT
AT-01	SECURITY AWARENESS AND TRAINING POLICY AND PROCEDURES
AT-02	SECURITY AWARENESS TRAINING
AT-02(02)	INSIDER THREAT
AT-03	ROLE-BASED SECURITY TRAINING
AT-04	SECURITY TRAINING RECORDS
AU-01	AUDIT AND ACCOUNTABILITY POLICY AND PROCEDURES
AU-02	AUDIT EVENTS
AU-02(03)	REVIEWS AND UPDATES
AU-03	CONTENT OF AUDIT RECORDS
AU-03(01)	ADDITIONAL AUDIT INFORMATION
AU-04	AUDIT STORAGE CAPACITY
AU-05	RESPONSE TO AUDIT PROCESSING FAILURES
AU-06	AUDIT REVIEW, ANALYSIS, AND REPORTING
AU-06(01)	PROCESS INTEGRATION
AU-06(03)	CORRELATE AUDIT REPOSITORIES
AU-07	AUDIT REDUCTION AND REPORT GENERATION
AU-07(01)	AUTOMATIC PROCESSING

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BD Control ID	BD Control Name
AU-08	TIME STAMPS
AU-08(01)	SYNCHRONIZATION WITH AUTHORITATIVE TIME SOURCE
AU-09	PROTECTION OF AUDIT INFORMATION
AU-09(04)	ACCESS BY SUBSET OF PRIVILEGED USERS
AU-11	AUDIT RECORD RETENTION
AU-12	AUDIT GENERATION
AU-13	MONITORING FOR INFORMATION DISCLOSURE
CA-01	SECURITY ASSESSMENT AND AUTHORIZATION POLICY AND PROCEDURES
CA-02	SECURITY ASSESSMENTS
CA-02(01)	INDEPENDENT ASSESSORS
CA-03	SYSTEM INTERCONNECTIONS
CA-03(05)	RESTRICTIONS ON EXTERNAL SYSTEM CONNECTIONS
CA-05	PLAN OF ACTION AND MILESTONES
CA-05(01)	AUTOMATION SUPPORT FOR ACCURACY / CURRENCY
CA-06	SECURITY AUTHORIZATION
CA-07	CONTINUOUS MONITORING
CA-07(01)	INDEPENDENT ASSESSMENT
CA-08	PENETRATION TESTING
CA-09	INTERNAL SYSTEM CONNECTIONS

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DSHS Health Registries Software Development and Maintenance - RFP No. HHS0001166

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BD Control ID	BD Control Name
CM-01	CONFIGURATION MANAGEMENT POLICY AND PROCEDURES
CM-02	BASELINE CONFIGURATION
CM-02(01)	REVIEWS AND UPDATES
CM-02(03)	RETENTION OF PREVIOUS CONFIGURATIONS
CM-03	CONFIGURATION CHANGE CONTROL
CM-03(02)	TEST / VALIDATE / DOCUMENT CHANGES
CM-04	SECURITY IMPACT ANALYSIS
CM-04(01)	SEPARATE TEST ENVIRONMENTS
CM-05	ACCESS RESTRICTIONS FOR CHANGE
CM-06	CONFIGURATION SETTINGS
CM-07	LEAST FUNCTIONALITY
CM-07(01)	PERIODIC REVIEW
CM-07(02)	PREVENT PROGRAM EXECUTION
CM-07(04)	UNAUTHORIZED SOFTWARE / BLACKLISTING
CM-08	INFORMATION SYSTEM COMPONENT INVENTORY
CM-08(01)	UPDATES DURING INSTALLATIONS / REMOVALS
CM-08(03)	AUTOMATED UNAUTHORIZED COMPONENT DETECTION
CM-08(05)	NO DUPLICATE ACCOUNTING OF COMPONENTS
CM-09	CONFIGURATION MANAGEMENT PLAN

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BD Control ID	BD Control Name
CM-10	SOFTWARE USAGE RESTRICTIONS
CM-11	USER-INSTALLED SOFTWARE
CP-01	CONTINGENCY PLANNING POLICY AND PROCEDURES
CP-02	CONTINGENCY PLAN
CP-02(01)	COORDINATE WITH RELATED PLANS
CP-02(03)	RESUME ESSENTIAL MISSIONS / BUSINESS FUNCTIONS
CP-02(05)	CONTINUE ESSENTIAL MISSIONS / BUSINESS FUNCTIONS
CP-02(08)	IDENTIFY CRITICAL ASSETS
CP-03	CONTINGENCY TRAINING
CP-04	CONTINGENCY PLAN TESTING
CP-04(01)	COORDINATE WITH RELATED PLANS
CP-06	ALTERNATE STORAGE SITE
CP-06(01)	SEPARATION FROM PRIMARY SITE
CP-06(03)	ACCESSIBILITY
CP-07	ALTERNATE PROCESSING SITE
CP-07(01)	SEPARATION FROM PRIMARY SITE
CP-07(02)	ACCESSIBILITY
CP-07(03)	PRIORITY OF SERVICE
CP-08	TELECOMMUNICATIONS SERVICES

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BD Control ID	BD Control Name
CP-08(01)	PRIORITY OF SERVICE PROVISIONS
CP-08(02)	SINGLE POINTS OF FAILURE
CP-09	INFORMATION SYSTEM BACKUP
CP-09(01)	TESTING FOR RELIABILITY / INTEGRITY
CP-10	INFORMATION SYSTEM RECOVERY AND RECONSTITUTION
CP-10(02)	TRANSACTION RECOVERY
CP-11	ALTERNATE COMMUNICATIONS PROTOCOLS
IA-01	IDENTIFICATION AND AUTHENTICATION POLICY AND PROCEDURES
IA-02	IDENTIFICATION AND AUTHENTICATION (ORGANIZATIONAL USERS)
IA-02(01)	NETWORK ACCESS TO PRIVILEGED ACCOUNTS
IA-02(08)	NETWORK ACCESS TO PRIVILEGED ACCOUNTS - REPLAY RESISTANT
IA-02(11)	REMOTE ACCESS - SEPARATE DEVICE
IA-03	DEVICE IDENTIFICATION AND AUTHENTICATION
IA-04	IDENTIFIER MANAGEMENT
IA-05	AUTHENTICATOR MANAGEMENT
IA-05(01)	PASSWORD-BASED AUTHENTICATION
IA-05(02)	PKI-BASED AUTHENTICATION

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BD Control ID	BD Control Name
IA-05(03)	IN-PERSON OR TRUSTED THIRD-PARTY REGISTRATION
IA-05(07)	NO EMBEDDED UNENCRYPTED STATIC AUTHENTICATORS
IA-05(11)	HARDWARE TOKEN-BASED AUTHENTICATION
IA-06	AUTHENTICATOR FEEDBACK
IA-07	CRYPTOGRAPHIC MODULE AUTHENTICATION
IA-08	IDENTIFICATION AND AUTHENTICATION (NON-ORGANIZATIONAL USERS)
IR-01	INCIDENT RESPONSE POLICY AND PROCEDURES
IR-02	INCIDENT RESPONSE TRAINING
IR-03	INCIDENT RESPONSE TESTING
IR-03(02)	COORDINATION WITH RELATED PLANS
IR-04	INCIDENT HANDLING
IR-04(01)	AUTOMATED INCIDENT HANDLING PROCESSES
IR-05	INCIDENT MONITORING
IR-06	INCIDENT REPORTING
IR-06(01)	AUTOMATED REPORTING
IR-07	INCIDENT RESPONSE ASSISTANCE
IR-07(01)	AUTOMATION SUPPORT FOR AVAILABILITY OF INFORMATION / SUPPORT
IR-08	INCIDENT RESPONSE PLAN

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BD Control ID	BD Control Name
MA-01	SYSTEM MAINTENANCE POLICY AND PROCEDURES
MA-02	CONTROLLED MAINTENANCE
MA-03	MAINTENANCE TOOLS
MA-03(01)	INSPECT TOOLS
MA-03(02)	INSPECT MEDIA
MA-04	NONLOCAL MAINTENANCE
MA-04(02)	DOCUMENT NONLOCAL MAINTENANCE
MA-05	MAINTENANCE PERSONNEL
MA-06	TIMELY MAINTENANCE
MP-01	MEDIA PROTECTION POLICY AND PROCEDURES
MP-02	MEDIA ACCESS
MP-03	MEDIA MARKING
MP-04	MEDIA STORAGE
MP-05	MEDIA TRANSPORT
MP-05(04)	CRYPTOGRAPHIC PROTECTION
MP-06	MEDIA SANITIZATION
MP-07	MEDIA USE
MP-07(01)	PROHIBIT USE WITHOUT OWNER
PE-01	PHYSICAL AND ENVIRONMENTAL PROTECTION POLICY AND PROCEDURES

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BD Control ID	BD Control Name
PE-02	PHYSICAL ACCESS AUTHORIZATIONS
PE-03	PHYSICAL ACCESS CONTROL
PE-04	ACCESS CONTROL FOR TRANSMISSION MEDIUM
PE-05	ACCESS CONTROL FOR OUTPUT DEVICES
PE-06	MONITORING PHYSICAL ACCESS
PE-06(01)	INTRUSION ALARMS / SURVEILLANCE EQUIPMENT
PE-08	VISITOR ACCESS RECORDS
PE-09	POWER EQUIPMENT AND CABLING
PE-10	EMERGENCY SHUTOFF
PE-11	EMERGENCY POWER
PE-12	EMERGENCY LIGHTING
PE-13	FIRE PROTECTION
PE-13(03)	AUTOMATIC FIRE SUPPRESSION
PE-14	TEMPERATURE AND HUMIDITY CONTROLS
PE-15	WATER DAMAGE PROTECTION
PE-16	DELIVERY AND REMOVAL
PE-17	ALTERNATE WORK SITE
PE-18	LOCATION OF INFORMATION SYSTEM COMPONENTS
PE-19	INFORMATION LEAKAGE
PE-20	ASSET MONITORING AND TRACKING

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BD Control ID	BD Control Name
PL-01	SECURITY PLANNING POLICY AND PROCEDURES
PL-02	SYSTEM SECURITY PLAN
PL-02(03)	PLAN / COORDINATE WITH OTHER ORGANIZATIONAL ENTITIES
PL-04	RULES OF BEHAVIOR
PL-04(01)	SOCIAL MEDIA AND NETWORKING RESTRICTIONS
PL-08	INFORMATION SECURITY ARCHITECTURE
PS-01	PERSONNEL SECURITY POLICY AND PROCEDURES
PS-02	POSITION RISK DESIGNATION
PS-03	PERSONNEL SCREENING
PS-04	PERSONNEL TERMINATION
PS-05	PERSONNEL TRANSFER
PS-06	ACCESS AGREEMENTS
PS-07	THIRD-PARTY PERSONNEL SECURITY
PS-08	PERSONNEL SANCTIONS
RA-01	RISK ASSESSMENT POLICY AND PROCEDURES
RA-02	SECURITY CATEGORIZATION
RA-03	RISK ASSESSMENT
RA-05	VULNERABILITY SCANNING
RA-05(01)	UPDATE TOOL CAPABILITY

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BD Control ID	BD Control Name
RA-05(02)	UPDATE BY FREQUENCY / PRIOR TO NEW SCAN / WHEN IDENTIFIED
RA-05(05)	PRIVILEGED ACCESS
SA-01	SYSTEM AND SERVICES ACQUISITION POLICY AND PROCEDURES
SA-02	ALLOCATION OF RESOURCES
SA-03	SYSTEM DEVELOPMENT LIFE CYCLE
SA-04	ACQUISITION PROCESS
SA-04(01)	FUNCTIONAL PROPERTIES OF SECURITY CONTROLS
SA-04(02)	DESIGN / IMPLEMENTATION INFORMATION FOR SECURITY CONTROLS
SA-04(09)	FUNCTIONS / PORTS / PROTOCOLS / SERVICES IN USE
SA-05	INFORMATION SYSTEM DOCUMENTATION
SA-08	SECURITY ENGINEERING PRINCIPLES
SA-09	EXTERNAL INFORMATION SYSTEM SERVICES
SA-09(02)	IDENTIFICATION OF FUNCTIONS / PORTS / PROTOCOLS / SERVICES
SA-09(05)	PROCESSING, STORAGE, AND SERVICE LOCATION
SA-10	DEVELOPER CONFIGURATION MANAGEMENT
SA-11	DEVELOPER SECURITY TESTING AND EVALUATION
SA-11(01)	STATIC CODE ANALYSIS

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BD Control ID	BD Control Name
SA-11(02)	THREAT AND VULNERABILITY ANALYSES
SA-11(05)	PENETRATION TESTING
SA-11(08)	DYNAMIC CODE ANALYSIS
SA-12	SUPPLY CHAIN PROTECTION
SA-14	CRITICALITY ANALYSIS
SA-15	DEVELOPMENT PROCESS, STANDARDS, AND TOOLS
SA-17	DEVELOPER SECURITY ARCHITECTURE AND DESIGN
SC-01	SYSTEM AND COMMUNICATIONS PROTECTION POLICY AND PROCEDURES
SC-02	APPLICATION PARTITIONING
SC-04	INFORMATION IN SHARED RESOURCES
SC-05	DENIAL OF SERVICE PROTECTION
SC-07	BOUNDARY PROTECTION
SC-07(03)	ACCESS POINTS
SC-07(04)	EXTERNAL TELECOMMUNICATIONS SERVICES
SC-07(05)	DENY BY DEFAULT / ALLOW BY EXCEPTION
SC-07(07)	PREVENT SPLIT TUNNELING FOR REMOTE DEVICES
SC-08	TRANSMISSION CONFIDENTIALITY AND INTEGRITY
SC-08(01)	CRYPTOGRAPHIC OR ALTERNATE PHYSICAL PROTECTION
SC-10	NETWORK DISCONNECT

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BD Control ID	BD Control Name
SC-12	CRYPTOGRAPHIC KEY ESTABLISHMENT AND MANAGEMENT
SC-13	CRYPTOGRAPHIC PROTECTION
SC-15	COLLABORATIVE COMPUTING DEVICES
SC-17	PUBLIC KEY INFRASTRUCTURE CERTIFICATES
SC-18	MOBILE CODE
SC-19	VOICE OVER INTERNET PROTOCOL
SC-20	SECURE NAME / ADDRESS RESOLUTION SERVICE (AUTHORITATIVE SOURCE)
SC-21	SECURE NAME / ADDRESS RESOLUTION SERVICE (RECURSIVE OR CACHING RESOLVER)
SC-22	ARCHITECTURE AND PROVISIONING FOR NAME / ADDRESS RESOLUTION SERVICE
SC-23	SESSION AUTHENTICITY
SC-28	PROTECTION OF INFORMATION AT REST
SC-28(01)	CRYPTOGRAPHIC PROTECTION
SC-31	COVERT CHANNEL ANALYSIS
SC-39	PROCESS ISOLATION
SC-44	DETONATION CHAMBERS
SI-01	SYSTEM AND INFORMATION INTEGRITY POLICY AND PROCEDURES
SI-02	FLAW REMEDIATION

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BD Control ID	BD Control Name
SI-02(02)	AUTOMATED FLAW REMEDIATION STATUS
SI-03	MALICIOUS CODE PROTECTION
SI-03(01)	CENTRAL MANAGEMENT
SI-03(02)	AUTOMATIC UPDATES
SI-04	INFORMATION SYSTEM MONITORING
SI-04(02)	AUTOMATED TOOLS FOR REAL-TIME ANALYSIS
SI-04(04)	INBOUND AND OUTBOUND COMMUNICATIONS TRAFFIC
SI-04(05)	SYSTEM-GENERATED ALERTS
SI-05	SECURITY ALERTS, ADVISORIES, AND DIRECTIVES
SI-07	SOFTWARE, FIRMWARE, AND INFORMATION INTEGRITY
SI-07(01)	INTEGRITY CHECKS
SI-07(07)	INTEGRATION OF DETECTION AND RESPONSE
SI-08	SPAM PROTECTION
SI-08(01)	CENTRAL MANAGEMENT
SI-08(02)	AUTOMATIC UPDATES
SI-10	INFORMATION INPUT VALIDATION
SI-11	ERROR HANDLING
SI-12	INFORMATION HANDLING AND RETENTION
SI-16	MEMORY PROTECTION

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BD Control ID	BD Control Name
PM-01	INFORMATION SECURITY PROGRAM PLAN
PM-02	SENIOR INFORMATION SECURITY OFFICER
PM-03	INFORMATION SECURITY RESOURCES
PM-04	PLAN OF ACTION AND MILESTONES PROCESS
PM-05	INFORMATION SYSTEM INVENTORY
PM-06	INFORMATION SECURITY MEASURES OF PERFORMANCE
PM-07	ENTERPRISE ARCHITECTURE
PM-08	CRITICAL INFRASTRUCTURE PLAN
PM-09	RISK MANAGEMENT STRATEGY
PM-10	SECURITY AUTHORIZATION PROCESS
PM-11	MISSION/BUSINESS PROCESS DEFINITION
PM-12	INSIDER THREAT PROGRAM
PM-13	INFORMATION SECURITY WORKFORCE
PM-14	TESTING, TRAINING, AND MONITORING
PM-15	CONTACTS WITH SECURITY GROUPS AND ASSOCIATIONS
PM-16	THREAT AWARENESS PROGRAM
AR-01	Governance and Privacy Program
IP-01	Consent
SE-01	Inventory of Personally Identifiable Information

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BD Control ID	BD Control Name
TR-01	Privacy Notice
UL-01	Internal Use

2.2 Blood Lead (BL) Registry

Table 2: BL Security Controls

BL Control ID	BL Control Name
AC-01	ACCESS CONTROL POLICY AND PROCEDURES
AC-02	ACCOUNT MANAGEMENT
AC-02(01)	AUTOMATED SYSTEM ACCOUNT MANAGEMENT
AC-02(02)	REMOVAL OF TEMPORARY / EMERGENCY ACCOUNTS
AC-02(03)	DISABLE INACTIVE ACCOUNTS
AC-02(04)	AUTOMATED AUDIT ACTIONS
AC-03	ACCESS ENFORCEMENT
AC-04	INFORMATION FLOW ENFORCEMENT
AC-05	SEPARATION OF DUTIES
AC-06	LEAST PRIVILEGE
AC-06(01)	AUTHORIZE ACCESS TO SECURITY FUNCTIONS
AC-06(02)	NON-PRIVILEGED ACCESS FOR NONSECURITY FUNCTIONS

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BL Control ID	BL Control Name
AC-06(05)	PRIVILEGED ACCOUNTS
AC-06(09)	AUDITING USE OF PRIVILEGED FUNCTIONS
AC-06(10)	PROHIBIT NON-PRIVILEGED USERS FROM EXECUTING PRIVILEGED FUNCTIONS
AC-07	UNSUCCESSFUL LOGON ATTEMPTS
AC-08	SYSTEM USE NOTIFICATION
AC-11	SESSION LOCK
AC-11(01)	PATTERN-HIDING DISPLAYS
AC-12	SESSION TERMINATION
AC-14	PERMITTED ACTIONS WITHOUT IDENTIFICATION OR AUTHENTICATION
AC-17	REMOTE ACCESS
AC-17(01)	AUTOMATED MONITORING / CONTROL
AC-17(02)	PROTECTION OF CONFIDENTIALITY / INTEGRITY USING ENCRYPTION
AC-17(03)	MANAGED ACCESS CONTROL POINTS
AC-17(04)	PRIVILEGED COMMANDS / ACCESS
AC-18	WIRELESS ACCESS
AC-18(01)	AUTHENTICATION AND ENCRYPTION
AC-19	ACCESS CONTROL FOR MOBILE DEVICES
AC-19(05)	FULL DEVICE / CONTAINER-BASED ENCRYPTION

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BL Control ID	BL Control Name
AC-20	USE OF EXTERNAL INFORMATION SYSTEMS
AC-20(01)	LIMITS ON AUTHORIZED USE
AC-20(02)	PORTABLE STORAGE DEVICES
AC-21	INFORMATION SHARING
AC-22	PUBLICLY ACCESSIBLE CONTENT
AT-01	SECURITY AWARENESS AND TRAINING POLICY AND PROCEDURES
AT-02	SECURITY AWARENESS TRAINING
AT-02(02)	INSIDER THREAT
AT-03	ROLE-BASED SECURITY TRAINING
AT-04	SECURITY TRAINING RECORDS
AU-01	AUDIT AND ACCOUNTABILITY POLICY AND PROCEDURES
AU-02	AUDIT EVENTS
AU-02(03)	REVIEWS AND UPDATES
AU-03	CONTENT OF AUDIT RECORDS
AU-03(01)	ADDITIONAL AUDIT INFORMATION
AU-04	AUDIT STORAGE CAPACITY
AU-05	RESPONSE TO AUDIT PROCESSING FAILURES
AU-06	AUDIT REVIEW, ANALYSIS, AND REPORTING
AU-06(01)	PROCESS INTEGRATION

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BL Control ID	BL Control Name
AU-06(03)	CORRELATE AUDIT REPOSITORIES
AU-07	AUDIT REDUCTION AND REPORT GENERATION
AU-07(01)	AUTOMATIC PROCESSING
AU-08	TIME STAMPS
AU-08(01)	SYNCHRONIZATION WITH AUTHORITATIVE TIME SOURCE
AU-09	PROTECTION OF AUDIT INFORMATION
AU-09(04)	ACCESS BY SUBSET OF PRIVILEGED USERS
AU-11	AUDIT RECORD RETENTION
AU-12	AUDIT GENERATION
CA-01	SECURITY ASSESSMENT AND AUTHORIZATION POLICY AND PROCEDURES
CA-02	SECURITY ASSESSMENTS
CA-02(01)	INDEPENDENT ASSESSORS
CA-03	SYSTEM INTERCONNECTIONS
CA-03(05)	RESTRICTIONS ON EXTERNAL SYSTEM CONNECTIONS
CA-05	PLAN OF ACTION AND MILESTONES
CA-05(01)	AUTOMATION SUPPORT FOR ACCURACY / CURRENCY
CA-06	SECURITY AUTHORIZATION
CA-07	CONTINUOUS MONITORING
CA-07(01)	INDEPENDENT ASSESSMENT

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BL Control ID	BL Control Name
CA-08	PENETRATION TESTING
CA-09	INTERNAL SYSTEM CONNECTIONS
CM-01	CONFIGURATION MANAGEMENT POLICY AND PROCEDURES
CM-02	BASELINE CONFIGURATION
CM-02(01)	REVIEWS AND UPDATES
CM-02(03)	RETENTION OF PREVIOUS CONFIGURATIONS
CM-03	CONFIGURATION CHANGE CONTROL
CM-03(02)	TEST / VALIDATE / DOCUMENT CHANGES
CM-04	SECURITY IMPACT ANALYSIS
CM-04(01)	SEPARATE TEST ENVIRONMENTS
CM-05	ACCESS RESTRICTIONS FOR CHANGE
CM-06	CONFIGURATION SETTINGS
CM-07	LEAST FUNCTIONALITY
CM-07(01)	PERIODIC REVIEW
CM-07(02)	PREVENT PROGRAM EXECUTION
CM-07(04)	UNAUTHORIZED SOFTWARE / BLACKLISTING
CM-08	INFORMATION SYSTEM COMPONENT INVENTORY
CM-08(01)	UPDATES DURING INSTALLATIONS / REMOVALS
CM-08(03)	AUTOMATED UNAUTHORIZED COMPONENT DETECTION

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BL Control ID	BL Control Name
CM-08(05)	NO DUPLICATE ACCOUNTING OF COMPONENTS
CM-09	CONFIGURATION MANAGEMENT PLAN
CM-10	SOFTWARE USAGE RESTRICTIONS
CM-11	USER-INSTALLED SOFTWARE
CP-01	CONTINGENCY PLANNING POLICY AND PROCEDURES
CP-02	CONTINGENCY PLAN
CP-02(01)	COORDINATE WITH RELATED PLANS
CP-02(03)	RESUME ESSENTIAL MISSIONS / BUSINESS FUNCTIONS
CP-02(05)	CONTINUE ESSENTIAL MISSIONS / BUSINESS FUNCTIONS
CP-02(08)	IDENTIFY CRITICAL ASSETS
CP-03	CONTINGENCY TRAINING
CP-04	CONTINGENCY PLAN TESTING
CP-04(01)	COORDINATE WITH RELATED PLANS
CP-06	ALTERNATE STORAGE SITE
CP-06(01)	SEPARATION FROM PRIMARY SITE
CP-06(03)	ACCESSIBILITY
CP-07	ALTERNATE PROCESSING SITE
CP-07(01)	SEPARATION FROM PRIMARY SITE
CP-07(02)	ACCESSIBILITY

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BL Control ID	BL Control Name
CP-07(03)	PRIORITY OF SERVICE
CP-08	TELECOMMUNICATIONS SERVICES
CP-08(01)	PRIORITY OF SERVICE PROVISIONS
CP-08(02)	SINGLE POINTS OF FAILURE
CP-09	INFORMATION SYSTEM BACKUP
CP-09(01)	TESTING FOR RELIABILITY / INTEGRITY
CP-10	INFORMATION SYSTEM RECOVERY AND RECONSTITUTION
CP-10(02)	TRANSACTION RECOVERY
IA-01	IDENTIFICATION AND AUTHENTICATION POLICY AND PROCEDURES
IA-02	IDENTIFICATION AND AUTHENTICATION (ORGANIZATIONAL USERS)
IA-02(01)	NETWORK ACCESS TO PRIVILEGED ACCOUNTS
IA-02(08)	NETWORK ACCESS TO PRIVILEGED ACCOUNTS - REPLAY RESISTANT
IA-02(11)	REMOTE ACCESS - SEPARATE DEVICE
IA-03	DEVICE IDENTIFICATION AND AUTHENTICATION
IA-04	IDENTIFIER MANAGEMENT
IA-05	AUTHENTICATOR MANAGEMENT
IA-05(01)	PASSWORD-BASED AUTHENTICATION
IA-05(02)	PKI-BASED AUTHENTICATION

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BL Control ID	BL Control Name
IA-05(03)	IN-PERSON OR TRUSTED THIRD-PARTY REGISTRATION
IA-05(07)	NO EMBEDDED UNENCRYPTED STATIC AUTHENTICATORS
IA-05(11)	HARDWARE TOKEN-BASED AUTHENTICATION
IA-06	AUTHENTICATOR FEEDBACK
IA-07	CRYPTOGRAPHIC MODULE AUTHENTICATION
IA-08	IDENTIFICATION AND AUTHENTICATION (NON-ORGANIZATIONAL USERS)
IR-01	INCIDENT RESPONSE POLICY AND PROCEDURES
IR-02	INCIDENT RESPONSE TRAINING
IR-03	INCIDENT RESPONSE TESTING
IR-03(02)	COORDINATION WITH RELATED PLANS
IR-04	INCIDENT HANDLING
IR-04(01)	AUTOMATED INCIDENT HANDLING PROCESSES
IR-05	INCIDENT MONITORING
IR-06	INCIDENT REPORTING
IR-06(01)	AUTOMATED REPORTING
IR-07	INCIDENT RESPONSE ASSISTANCE
IR-07(01)	AUTOMATION SUPPORT FOR AVAILABILITY OF INFORMATION / SUPPORT
IR-08	INCIDENT RESPONSE PLAN

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BL Control ID	BL Control Name
MA-01	SYSTEM MAINTENANCE POLICY AND PROCEDURES
MA-02	CONTROLLED MAINTENANCE
MA-03	MAINTENANCE TOOLS
MA-03(01)	INSPECT TOOLS
MA-03(02)	INSPECT MEDIA
MA-04	NONLOCAL MAINTENANCE
MA-04(02)	DOCUMENT NONLOCAL MAINTENANCE
MA-05	MAINTENANCE PERSONNEL
MA-06	TIMELY MAINTENANCE
MP-01	MEDIA PROTECTION POLICY AND PROCEDURES
MP-02	MEDIA ACCESS
MP-03	MEDIA MARKING
MP-04	MEDIA STORAGE
MP-05	MEDIA TRANSPORT
MP-05(04)	CRYPTOGRAPHIC PROTECTION
MP-06	MEDIA SANITIZATION
MP-07	MEDIA USE
MP-07(01)	PROHIBIT USE WITHOUT OWNER
PE-01	PHYSICAL AND ENVIRONMENTAL PROTECTION POLICY AND PROCEDURES

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BL Control ID	BL Control Name
PE-02	PHYSICAL ACCESS AUTHORIZATIONS
PE-03	PHYSICAL ACCESS CONTROL
PE-04	ACCESS CONTROL FOR TRANSMISSION MEDIUM
PE-05	ACCESS CONTROL FOR OUTPUT DEVICES
PE-06	MONITORING PHYSICAL ACCESS
PE-06(01)	INTRUSION ALARMS / SURVEILLANCE EQUIPMENT
PE-08	VISITOR ACCESS RECORDS
PE-09	POWER EQUIPMENT AND CABLING
PE-10	EMERGENCY SHUTOFF
PE-11	EMERGENCY POWER
PE-12	EMERGENCY LIGHTING
PE-13	FIRE PROTECTION
PE-13(03)	AUTOMATIC FIRE SUPPRESSION
PE-14	TEMPERATURE AND HUMIDITY CONTROLS
PE-15	WATER DAMAGE PROTECTION
PE-16	DELIVERY AND REMOVAL
PE-17	ALTERNATE WORK SITE
PE-18	LOCATION OF INFORMATION SYSTEM COMPONENTS
PL-01	SECURITY PLANNING POLICY AND PROCEDURES
PL-02	SYSTEM SECURITY PLAN

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BL Control ID	BL Control Name
PL-02(03)	PLAN / COORDINATE WITH OTHER ORGANIZATIONAL ENTITIES
PL-04	RULES OF BEHAVIOR
PL-04(01)	SOCIAL MEDIA AND NETWORKING RESTRICTIONS
PL-08	INFORMATION SECURITY ARCHITECTURE
PS-01	PERSONNEL SECURITY POLICY AND PROCEDURES
PS-02	POSITION RISK DESIGNATION
PS-03	PERSONNEL SCREENING
PS-04	PERSONNEL TERMINATION
PS-05	PERSONNEL TRANSFER
PS-06	ACCESS AGREEMENTS
PS-07	THIRD-PARTY PERSONNEL SECURITY
PS-08	PERSONNEL SANCTIONS
RA-01	RISK ASSESSMENT POLICY AND PROCEDURES
RA-02	SECURITY CATEGORIZATION
RA-03	RISK ASSESSMENT
RA-05	VULNERABILITY SCANNING
RA-05(01)	UPDATE TOOL CAPABILITY
RA-05(02)	UPDATE BY FREQUENCY / PRIOR TO NEW SCAN / WHEN IDENTIFIED
RA-05(05)	PRIVILEGED ACCESS

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BL Control ID	BL Control Name
SA-01	SYSTEM AND SERVICES ACQUISITION POLICY AND PROCEDURES
SA-02	ALLOCATION OF RESOURCES
SA-03	SYSTEM DEVELOPMENT LIFE CYCLE
SA-04	ACQUISITION PROCESS
SA-04(01)	FUNCTIONAL PROPERTIES OF SECURITY CONTROLS
SA-04(02)	DESIGN / IMPLEMENTATION INFORMATION FOR SECURITY CONTROLS
SA-04(09)	FUNCTIONS / PORTS / PROTOCOLS / SERVICES IN USE
SA-05	INFORMATION SYSTEM DOCUMENTATION
SA-08	SECURITY ENGINEERING PRINCIPLES
SA-09	EXTERNAL INFORMATION SYSTEM SERVICES
SA-09(02)	IDENTIFICATION OF FUNCTIONS / PORTS / PROTOCOLS / SERVICES
SA-09(05)	PROCESSING, STORAGE, AND SERVICE LOCATION
SA-10	DEVELOPER CONFIGURATION MANAGEMENT
SA-11	DEVELOPER SECURITY TESTING AND EVALUATION
SA-11(01)	STATIC CODE ANALYSIS
SA-11(02)	THREAT AND VULNERABILITY ANALYSES
SA-11(05)	PENETRATION TESTING
SA-11(08)	DYNAMIC CODE ANALYSIS

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BL Control ID	BL Control Name
SA-17	DEVELOPER SECURITY ARCHITECTURE AND DESIGN
SC-01	SYSTEM AND COMMUNICATIONS PROTECTION POLICY AND PROCEDURES
SC-02	APPLICATION PARTITIONING
SC-04	INFORMATION IN SHARED RESOURCES
SC-05	DENIAL OF SERVICE PROTECTION
SC-07	BOUNDARY PROTECTION
SC-07(03)	ACCESS POINTS
SC-07(04)	EXTERNAL TELECOMMUNICATIONS SERVICES
SC-07(05)	DENY BY DEFAULT / ALLOW BY EXCEPTION
SC-07(07)	PREVENT SPLIT TUNNELING FOR REMOTE DEVICES
SC-08	TRANSMISSION CONFIDENTIALITY AND INTEGRITY
SC-08(01)	CRYPTOGRAPHIC OR ALTERNATE PHYSICAL PROTECTION
SC-10	NETWORK DISCONNECT
SC-12	CRYPTOGRAPHIC KEY ESTABLISHMENT AND MANAGEMENT
SC-13	CRYPTOGRAPHIC PROTECTION
SC-15	COLLABORATIVE COMPUTING DEVICES
SC-17	PUBLIC KEY INFRASTRUCTURE CERTIFICATES
SC-18	MOBILE CODE

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BL Control ID	BL Control Name
SC-19	VOICE OVER INTERNET PROTOCOL
SC-20	SECURE NAME / ADDRESS RESOLUTION SERVICE (AUTHORITATIVE SOURCE)
SC-21	SECURE NAME / ADDRESS RESOLUTION SERVICE (RECURSIVE OR CACHING RESOLVER)
SC-22	ARCHITECTURE AND PROVISIONING FOR NAME / ADDRESS RESOLUTION SERVICE
SC-23	SESSION AUTHENTICITY
SC-28	PROTECTION OF INFORMATION AT REST
SC-28(01)	CRYPTOGRAPHIC PROTECTION
SC-39	PROCESS ISOLATION
SI-01	SYSTEM AND INFORMATION INTEGRITY POLICY AND PROCEDURES
SI-02	FLAW REMEDIATION
SI-02(02)	AUTOMATED FLAW REMEDIATION STATUS
SI-03	MALICIOUS CODE PROTECTION
SI-03(01)	CENTRAL MANAGEMENT
SI-03(02)	AUTOMATIC UPDATES
SI-04	INFORMATION SYSTEM MONITORING
SI-04(02)	AUTOMATED TOOLS FOR REAL-TIME ANALYSIS
SI-04(04)	INBOUND AND OUTBOUND COMMUNICATIONS TRAFFIC

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BL Control ID	BL Control Name
SI-04(05)	SYSTEM-GENERATED ALERTS
SI-05	SECURITY ALERTS, ADVISORIES, AND DIRECTIVES
SI-07	SOFTWARE, FIRMWARE, AND INFORMATION INTEGRITY
SI-07(01)	INTEGRITY CHECKS
SI-07(07)	INTEGRATION OF DETECTION AND RESPONSE
SI-08	SPAM PROTECTION
SI-08(01)	CENTRAL MANAGEMENT
SI-08(02)	AUTOMATIC UPDATES
SI-10	INFORMATION INPUT VALIDATION
SI-11	ERROR HANDLING
SI-12	INFORMATION HANDLING AND RETENTION
SI-16	MEMORY PROTECTION
PM-01	INFORMATION SECURITY PROGRAM PLAN
PM-02	SENIOR INFORMATION SECURITY OFFICER
PM-03	INFORMATION SECURITY RESOURCES
PM-04	PLAN OF ACTION AND MILESTONES PROCESS
PM-05	INFORMATION SYSTEM INVENTORY
PM-06	INFORMATION SECURITY MEASURES OF PERFORMANCE
PM-07	ENTERPRISE ARCHITECTURE

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BL Control ID	BL Control Name
PM-08	CRITICAL INFRASTRUCTURE PLAN
PM-09	RISK MANAGEMENT STRATEGY
PM-10	SECURITY AUTHORIZATION PROCESS
PM-11	MISSION/BUSINESS PROCESS DEFINITION
PM-12	INSIDER THREAT PROGRAM
PM-13	INFORMATION SECURITY WORKFORCE
PM-14	TESTING, TRAINING, AND MONITORING
PM-15	CONTACTS WITH SECURITY GROUPS AND ASSOCIATIONS
PM-16	THREAT AWARENESS PROGRAM

2.3 Trauma Registry

Table 3: Trauma Security Controls

Trauma Control ID	Trauma Control Name
AC-01	ACCESS CONTROL POLICY AND PROCEDURES
AC-02	ACCOUNT MANAGEMENT
AC-02(01)	AUTOMATED SYSTEM ACCOUNT MANAGEMENT
AC-02(02)	REMOVAL OF TEMPORARY / EMERGENCY ACCOUNTS
AC-02(03)	DISABLE INACTIVE ACCOUNTS

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Trauma Control ID	Trauma Control Name
AC-02(04)	AUTOMATED AUDIT ACTIONS
AC-03	ACCESS ENFORCEMENT
AC-04	INFORMATION FLOW ENFORCEMENT
AC-05	SEPARATION OF DUTIES
AC-06	LEAST PRIVILEGE
AC-06(01)	AUTHORIZE ACCESS TO SECURITY FUNCTIONS
AC-06(02)	NON-PRIVILEGED ACCESS FOR NONSECURITY FUNCTIONS
AC-06(05)	PRIVILEGED ACCOUNTS
AC-06(09)	AUDITING USE OF PRIVILEGED FUNCTIONS
AC-06(10)	PROHIBIT NON-PRIVILEGED USERS FROM EXECUTING PRIVILEGED FUNCTIONS
AC-07	UNSUCCESSFUL LOGON ATTEMPTS
AC-08	SYSTEM USE NOTIFICATION
AC-11	SESSION LOCK
AC-11(01)	PATTERN-HIDING DISPLAYS
AC-12	SESSION TERMINATION
AC-14	PERMITTED ACTIONS WITHOUT IDENTIFICATION OR AUTHENTICATION
AC-16	SECURITY ATTRIBUTES
AC-17	REMOTE ACCESS

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Trauma Control ID	Trauma Control Name
AC-17(01)	AUTOMATED MONITORING / CONTROL
AC-17(02)	PROTECTION OF CONFIDENTIALITY / INTEGRITY USING ENCRYPTION
AC-17(03)	MANAGED ACCESS CONTROL POINTS
AC-17(04)	PRIVILEGED COMMANDS / ACCESS
AC-18	WIRELESS ACCESS
AC-18(01)	AUTHENTICATION AND ENCRYPTION
AC-19	ACCESS CONTROL FOR MOBILE DEVICES
AC-19(05)	FULL DEVICE / CONTAINER-BASED ENCRYPTION
AC-20	USE OF EXTERNAL INFORMATION SYSTEMS
AC-20(01)	LIMITS ON AUTHORIZED USE
AC-20(02)	PORTABLE STORAGE DEVICES
AC-21	INFORMATION SHARING
AC-22	PUBLICLY ACCESSIBLE CONTENT
AT-01	SECURITY AWARENESS AND TRAINING POLICY AND PROCEDURES
AT-02	SECURITY AWARENESS TRAINING
AT-02(02)	INSIDER THREAT
AT-03	ROLE-BASED SECURITY TRAINING
AT-04	SECURITY TRAINING RECORDS

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Trauma Control ID	Trauma Control Name
AU-01	AUDIT AND ACCOUNTABILITY POLICY AND PROCEDURES
AU-02	AUDIT EVENTS
AU-02(03)	REVIEWS AND UPDATES
AU-03	CONTENT OF AUDIT RECORDS
AU-03(01)	ADDITIONAL AUDIT INFORMATION
AU-04	AUDIT STORAGE CAPACITY
AU-05	RESPONSE TO AUDIT PROCESSING FAILURES
AU-06	AUDIT REVIEW, ANALYSIS, AND REPORTING
AU-06(01)	PROCESS INTEGRATION
AU-06(03)	CORRELATE AUDIT REPOSITORIES
AU-07	AUDIT REDUCTION AND REPORT GENERATION
AU-07(01)	AUTOMATIC PROCESSING
AU-08	TIME STAMPS
AU-08(01)	SYNCHRONIZATION WITH AUTHORITATIVE TIME SOURCE
AU-09	PROTECTION OF AUDIT INFORMATION
AU-09(04)	ACCESS BY SUBSET OF PRIVILEGED USERS
AU-11	AUDIT RECORD RETENTION
AU-12	AUDIT GENERATION
AU-13	MONITORING FOR INFORMATION DISCLOSURE

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Trauma Control ID	Trauma Control Name
CA-01	SECURITY ASSESSMENT AND AUTHORIZATION POLICY AND PROCEDURES
CA-02	SECURITY ASSESSMENTS
CA-02(01)	INDEPENDENT ASSESSORS
CA-03	SYSTEM INTERCONNECTIONS
CA-03(05)	RESTRICTIONS ON EXTERNAL SYSTEM CONNECTIONS
CA-05	PLAN OF ACTION AND MILESTONES
CA-05(01)	AUTOMATION SUPPORT FOR ACCURACY / CURRENCY
CA-06	SECURITY AUTHORIZATION
CA-07	CONTINUOUS MONITORING
CA-07(01)	INDEPENDENT ASSESSMENT
CA-08	PENETRATION TESTING
CA-09	INTERNAL SYSTEM CONNECTIONS
CM-01	CONFIGURATION MANAGEMENT POLICY AND PROCEDURES
CM-02	BASELINE CONFIGURATION
CM-02(01)	REVIEWS AND UPDATES
CM-02(03)	RETENTION OF PREVIOUS CONFIGURATIONS
CM-03	CONFIGURATION CHANGE CONTROL
CM-03(02)	TEST / VALIDATE / DOCUMENT CHANGES
CM-04	SECURITY IMPACT ANALYSIS

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Trauma Control ID	Trauma Control Name
CM-04(01)	SEPARATE TEST ENVIRONMENTS
CM-05	ACCESS RESTRICTIONS FOR CHANGE
CM-06	CONFIGURATION SETTINGS
CM-07	LEAST FUNCTIONALITY
CM-07(01)	PERIODIC REVIEW
CM-07(02)	PREVENT PROGRAM EXECUTION
CM-07(04)	UNAUTHORIZED SOFTWARE / BLACKLISTING
CM-08	INFORMATION SYSTEM COMPONENT INVENTORY
CM-08(01)	UPDATES DURING INSTALLATIONS / REMOVALS
CM-08(03)	AUTOMATED UNAUTHORIZED COMPONENT DETECTION
CM-08(05)	NO DUPLICATE ACCOUNTING OF COMPONENTS
CM-09	CONFIGURATION MANAGEMENT PLAN
CM-10	SOFTWARE USAGE RESTRICTIONS
CM-11	USER-INSTALLED SOFTWARE
CP-01	CONTINGENCY PLANNING POLICY AND PROCEDURES
CP-02	CONTINGENCY PLAN
CP-02(01)	COORDINATE WITH RELATED PLANS
CP-02(03)	RESUME ESSENTIAL MISSIONS / BUSINESS FUNCTIONS

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Trauma Control ID	Trauma Control Name
CP-02(05)	CONTINUE ESSENTIAL MISSIONS / BUSINESS FUNCTIONS
CP-02(08)	IDENTIFY CRITICAL ASSETS
CP-03	CONTINGENCY TRAINING
CP-04	CONTINGENCY PLAN TESTING
CP-04(01)	COORDINATE WITH RELATED PLANS
CP-06	ALTERNATE STORAGE SITE
CP-06(01)	SEPARATION FROM PRIMARY SITE
CP-06(03)	ACCESSIBILITY
CP-07	ALTERNATE PROCESSING SITE
CP-07(01)	SEPARATION FROM PRIMARY SITE
CP-07(02)	ACCESSIBILITY
CP-07(03)	PRIORITY OF SERVICE
CP-08	TELECOMMUNICATIONS SERVICES
CP-08(01)	PRIORITY OF SERVICE PROVISIONS
CP-08(02)	SINGLE POINTS OF FAILURE
CP-09	INFORMATION SYSTEM BACKUP
CP-09(01)	TESTING FOR RELIABILITY / INTEGRITY
CP-10	INFORMATION SYSTEM RECOVERY AND RECONSTITUTION
CP-10(02)	TRANSACTION RECOVERY

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Trauma Control ID	Trauma Control Name
CP-11	ALTERNATE COMMUNICATIONS PROTOCOLS
IA-01	IDENTIFICATION AND AUTHENTICATION POLICY AND PROCEDURES
IA-02	IDENTIFICATION AND AUTHENTICATION (ORGANIZATIONAL USERS)
IA-02(01)	NETWORK ACCESS TO PRIVILEGED ACCOUNTS
IA-02(08)	NETWORK ACCESS TO PRIVILEGED ACCOUNTS - REPLAY RESISTANT
IA-02(11)	REMOTE ACCESS - SEPARATE DEVICE
IA-03	DEVICE IDENTIFICATION AND AUTHENTICATION
IA-04	IDENTIFIER MANAGEMENT
IA-05	AUTHENTICATOR MANAGEMENT
IA-05(01)	PASSWORD-BASED AUTHENTICATION
IA-05(02)	PKI-BASED AUTHENTICATION
IA-05(03)	IN-PERSON OR TRUSTED THIRD-PARTY REGISTRATION
IA-05(07)	NO EMBEDDED UNENCRYPTED STATIC AUTHENTICATORS
IA-05(11)	HARDWARE TOKEN-BASED AUTHENTICATION
IA-06	AUTHENTICATOR FEEDBACK
IA-07	CRYPTOGRAPHIC MODULE AUTHENTICATION

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Trauma Control ID	Trauma Control Name
IA-08	IDENTIFICATION AND AUTHENTICATION (NON-ORGANIZATIONAL USERS)
IR-01	INCIDENT RESPONSE POLICY AND PROCEDURES
IR-02	INCIDENT RESPONSE TRAINING
IR-03	INCIDENT RESPONSE TESTING
IR-03(02)	COORDINATION WITH RELATED PLANS
IR-04	INCIDENT HANDLING
IR-04(01)	AUTOMATED INCIDENT HANDLING PROCESSES
IR-05	INCIDENT MONITORING
IR-06	INCIDENT REPORTING
IR-06(01)	AUTOMATED REPORTING
IR-07	INCIDENT RESPONSE ASSISTANCE
IR-07(01)	AUTOMATION SUPPORT FOR AVAILABILITY OF INFORMATION / SUPPORT
IR-08	INCIDENT RESPONSE PLAN
MA-01	SYSTEM MAINTENANCE POLICY AND PROCEDURES
MA-02	CONTROLLED MAINTENANCE
MA-03	MAINTENANCE TOOLS
MA-03(01)	INSPECT TOOLS
MA-03(02)	INSPECT MEDIA
MA-04	NONLOCAL MAINTENANCE

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Trauma Control ID	Trauma Control Name
MA-04(02)	DOCUMENT NONLOCAL MAINTENANCE
MA-05	MAINTENANCE PERSONNEL
MA-06	TIMELY MAINTENANCE
MP-01	MEDIA PROTECTION POLICY AND PROCEDURES
MP-02	MEDIA ACCESS
MP-03	MEDIA MARKING
MP-04	MEDIA STORAGE
MP-05	MEDIA TRANSPORT
MP-05(04)	CRYPTOGRAPHIC PROTECTION
MP-06	MEDIA SANITIZATION
MP-07	MEDIA USE
MP-07(01)	PROHIBIT USE WITHOUT OWNER
PE-01	PHYSICAL AND ENVIRONMENTAL PROTECTION POLICY AND PROCEDURES
PE-02	PHYSICAL ACCESS AUTHORIZATIONS
PE-03	PHYSICAL ACCESS CONTROL
PE-04	ACCESS CONTROL FOR TRANSMISSION MEDIUM
PE-05	ACCESS CONTROL FOR OUTPUT DEVICES
PE-06	MONITORING PHYSICAL ACCESS
PE-06(01)	INTRUSION ALARMS / SURVEILLANCE EQUIPMENT

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Trauma Control ID	Trauma Control Name
PE-08	VISITOR ACCESS RECORDS
PE-09	POWER EQUIPMENT AND CABLING
PE-10	EMERGENCY SHUTOFF
PE-11	EMERGENCY POWER
PE-12	EMERGENCY LIGHTING
PE-13	FIRE PROTECTION
PE-13(03)	AUTOMATIC FIRE SUPPRESSION
PE-14	TEMPERATURE AND HUMIDITY CONTROLS
PE-15	WATER DAMAGE PROTECTION
PE-16	DELIVERY AND REMOVAL
PE-17	ALTERNATE WORK SITE
PE-18	LOCATION OF INFORMATION SYSTEM COMPONENTS
PE-19	INFORMATION LEAKAGE
PE-20	ASSET MONITORING AND TRACKING
PL-01	SECURITY PLANNING POLICY AND PROCEDURES
PL-02	SYSTEM SECURITY PLAN
PL-02(03)	PLAN / COORDINATE WITH OTHER ORGANIZATIONAL ENTITIES
PL-04	RULES OF BEHAVIOR
PL-04(01)	SOCIAL MEDIA AND NETWORKING RESTRICTIONS

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Trauma Control ID	Trauma Control Name
PL-08	INFORMATION SECURITY ARCHITECTURE
PS-01	PERSONNEL SECURITY POLICY AND PROCEDURES
PS-02	POSITION RISK DESIGNATION
PS-03	PERSONNEL SCREENING
PS-04	PERSONNEL TERMINATION
PS-05	PERSONNEL TRANSFER
PS-06	ACCESS AGREEMENTS
PS-07	THIRD-PARTY PERSONNEL SECURITY
PS-08	PERSONNEL SANCTIONS
RA-01	RISK ASSESSMENT POLICY AND PROCEDURES
RA-02	SECURITY CATEGORIZATION
RA-03	RISK ASSESSMENT
RA-05	VULNERABILITY SCANNING
RA-05(01)	UPDATE TOOL CAPABILITY
RA-05(02)	UPDATE BY FREQUENCY / PRIOR TO NEW SCAN / WHEN IDENTIFIED
RA-05(05)	PRIVILEGED ACCESS
SA-01	SYSTEM AND SERVICES ACQUISITION POLICY AND PROCEDURES
SA-02	ALLOCATION OF RESOURCES
SA-03	SYSTEM DEVELOPMENT LIFE CYCLE

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Trauma Control ID	Trauma Control Name
SA-04	ACQUISITION PROCESS
SA-04(01)	FUNCTIONAL PROPERTIES OF SECURITY CONTROLS
SA-04(02)	DESIGN / IMPLEMENTATION INFORMATION FOR SECURITY CONTROLS
SA-04(09)	FUNCTIONS / PORTS / PROTOCOLS / SERVICES IN USE
SA-05	INFORMATION SYSTEM DOCUMENTATION
SA-08	SECURITY ENGINEERING PRINCIPLES
SA-09	EXTERNAL INFORMATION SYSTEM SERVICES
SA-09(02)	IDENTIFICATION OF FUNCTIONS / PORTS / PROTOCOLS / SERVICES
SA-09(05)	PROCESSING, STORAGE, AND SERVICE LOCATION
SA-10	DEVELOPER CONFIGURATION MANAGEMENT
SA-11	DEVELOPER SECURITY TESTING AND EVALUATION
SA-11(01)	STATIC CODE ANALYSIS
SA-11(02)	THREAT AND VULNERABILITY ANALYSES
SA-11(05)	PENETRATION TESTING
SA-11(08)	DYNAMIC CODE ANALYSIS
SA-12	SUPPLY CHAIN PROTECTION
SA-14	CRITICALITY ANALYSIS
SA-15	DEVELOPMENT PROCESS, STANDARDS, AND TOOLS

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Trauma Control ID	Trauma Control Name
SA-17	DEVELOPER SECURITY ARCHITECTURE AND DESIGN
SC-01	SYSTEM AND COMMUNICATIONS PROTECTION POLICY AND PROCEDURES
SC-02	APPLICATION PARTITIONING
SC-04	INFORMATION IN SHARED RESOURCES
SC-05	DENIAL OF SERVICE PROTECTION
SC-07	BOUNDARY PROTECTION
SC-07(03)	ACCESS POINTS
SC-07(04)	EXTERNAL TELECOMMUNICATIONS SERVICES
SC-07(05)	DENY BY DEFAULT / ALLOW BY EXCEPTION
SC-07(07)	PREVENT SPLIT TUNNELING FOR REMOTE DEVICES
SC-08	TRANSMISSION CONFIDENTIALITY AND INTEGRITY
SC-08(01)	CRYPTOGRAPHIC OR ALTERNATE PHYSICAL PROTECTION
SC-10	NETWORK DISCONNECT
SC-12	CRYPTOGRAPHIC KEY ESTABLISHMENT AND MANAGEMENT
SC-13	CRYPTOGRAPHIC PROTECTION
SC-15	COLLABORATIVE COMPUTING DEVICES
SC-17	PUBLIC KEY INFRASTRUCTURE CERTIFICATES
SC-18	MOBILE CODE

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Trauma Control ID	Trauma Control Name
SC-19	VOICE OVER INTERNET PROTOCOL
SC-20	SECURE NAME / ADDRESS RESOLUTION SERVICE (AUTHORITATIVE SOURCE)
SC-21	SECURE NAME / ADDRESS RESOLUTION SERVICE (RECURSIVE OR CACHING RESOLVER)
SC-22	ARCHITECTURE AND PROVISIONING FOR NAME / ADDRESS RESOLUTION SERVICE
SC-23	SESSION AUTHENTICITY
SC-28	PROTECTION OF INFORMATION AT REST
SC-28(01)	CRYPTOGRAPHIC PROTECTION
SC-31	COVERT CHANNEL ANALYSIS
SC-39	PROCESS ISOLATION
SC-44	DETONATION CHAMBERS
SI-01	SYSTEM AND INFORMATION INTEGRITY POLICY AND PROCEDURES
SI-02	FLAW REMEDIATION
SI-02(02)	AUTOMATED FLAW REMEDIATION STATUS
SI-03	MALICIOUS CODE PROTECTION
SI-03(01)	CENTRAL MANAGEMENT
SI-03(02)	AUTOMATIC UPDATES
SI-04	INFORMATION SYSTEM MONITORING
SI-04(02)	AUTOMATED TOOLS FOR REAL-TIME ANALYSIS

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Trauma Control ID	Trauma Control Name
SI-04(04)	INBOUND AND OUTBOUND COMMUNICATIONS TRAFFIC
SI-04(05)	SYSTEM-GENERATED ALERTS
SI-05	SECURITY ALERTS, ADVISORIES, AND DIRECTIVES
SI-07	SOFTWARE, FIRMWARE, AND INFORMATION INTEGRITY
SI-07(01)	INTEGRITY CHECKS
SI-07(07)	INTEGRATION OF DETECTION AND RESPONSE
SI-08	SPAM PROTECTION
SI-08(01)	CENTRAL MANAGEMENT
SI-08(02)	AUTOMATIC UPDATES
SI-10	INFORMATION INPUT VALIDATION
SI-11	ERROR HANDLING
SI-12	INFORMATION HANDLING AND RETENTION
SI-16	MEMORY PROTECTION
PM-01	INFORMATION SECURITY PROGRAM PLAN
PM-02	SENIOR INFORMATION SECURITY OFFICER
PM-03	INFORMATION SECURITY RESOURCES
PM-04	PLAN OF ACTION AND MILESTONES PROCESS
PM-05	INFORMATION SYSTEM INVENTORY

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Trauma Control ID	Trauma Control Name
PM-06	INFORMATION SECURITY MEASURES OF PERFORMANCE
PM-07	ENTERPRISE ARCHITECTURE
PM-08	CRITICAL INFRASTRUCTURE PLAN
PM-09	RISK MANAGEMENT STRATEGY
PM-10	SECURITY AUTHORIZATION PROCESS
PM-11	MISSION/BUSINESS PROCESS DEFINITION
PM-12	INSIDER THREAT PROGRAM
PM-13	INFORMATION SECURITY WORKFORCE
PM-14	TESTING, TRAINING, AND MONITORING
PM-15	CONTACTS WITH SECURITY GROUPS AND ASSOCIATIONS
PM-16	THREAT AWARENESS PROGRAM
AR-01	Governance and Privacy Program
IP-01	Consent
SE-01	Inventory of Personally Identifiable Information
TR-01	Privacy Notice
UL-01	Internal Use

2.4 TxHSN Tegistry

Table 4: TxHSN Security Controls

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TxHSN Control ID	TxHSN Control Name
AC-01	ACCESS CONTROL POLICY AND PROCEDURES
AC-02	ACCOUNT MANAGEMENT
AC-02(01)	AUTOMATED SYSTEM ACCOUNT MANAGEMENT
AC-02(02)	REMOVAL OF TEMPORARY / EMERGENCY ACCOUNTS
AC-02(03)	DISABLE INACTIVE ACCOUNTS
AC-02(04)	AUTOMATED AUDIT ACTIONS
AC-03	ACCESS ENFORCEMENT
AC-04	INFORMATION FLOW ENFORCEMENT
AC-05	SEPARATION OF DUTIES
AC-06	LEAST PRIVILEGE
AC-06(01)	AUTHORIZE ACCESS TO SECURITY FUNCTIONS
AC-06(02)	NON-PRIVILEGED ACCESS FOR NONSECURITY FUNCTIONS
AC-06(05)	PRIVILEGED ACCOUNTS
AC-06(09)	AUDITING USE OF PRIVILEGED FUNCTIONS
AC-06(10)	PROHIBIT NON-PRIVILEGED USERS FROM EXECUTING PRIVILEGED FUNCTIONS
AC-07	UNSUCCESSFUL LOGON ATTEMPTS
AC-08	SYSTEM USE NOTIFICATION
AC-11	SESSION LOCK
AC-11(01)	PATTERN-HIDING DISPLAYS

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TxHSN Control ID	TxHSN Control Name
AC-12	SESSION TERMINATION
AC-14	PERMITTED ACTIONS WITHOUT IDENTIFICATION OR AUTHENTICATION
AC-16	SECURITY ATTRIBUTES
AC-17	REMOTE ACCESS
AC-17(01)	AUTOMATED MONITORING / CONTROL
AC-17(02)	PROTECTION OF CONFIDENTIALITY / INTEGRITY USING ENCRYPTION
AC-17(03)	MANAGED ACCESS CONTROL POINTS
AC-17(04)	PRIVILEGED COMMANDS / ACCESS
AC-18	WIRELESS ACCESS
AC-18(01)	AUTHENTICATION AND ENCRYPTION
AC-19	ACCESS CONTROL FOR MOBILE DEVICES
AC-19(05)	FULL DEVICE / CONTAINER-BASED ENCRYPTION
AC-20	USE OF EXTERNAL INFORMATION SYSTEMS
AC-20(01)	LIMITS ON AUTHORIZED USE
AC-20(02)	PORTABLE STORAGE DEVICES
AC-21	INFORMATION SHARING
AC-22	PUBLICLY ACCESSIBLE CONTENT
AT-01	SECURITY AWARENESS AND TRAINING POLICY AND PROCEDURES

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TxHSN Control ID	TxHSN Control Name
AT-02	SECURITY AWARENESS TRAINING
AT-02(02)	INSIDER THREAT
AT-03	ROLE-BASED SECURITY TRAINING
AT-04	SECURITY TRAINING RECORDS
AU-01	AUDIT AND ACCOUNTABILITY POLICY AND PROCEDURES
AU-02	AUDIT EVENTS
AU-02(03)	REVIEWS AND UPDATES
AU-03	CONTENT OF AUDIT RECORDS
AU-03(01)	ADDITIONAL AUDIT INFORMATION
AU-04	AUDIT STORAGE CAPACITY
AU-05	RESPONSE TO AUDIT PROCESSING FAILURES
AU-06	AUDIT REVIEW, ANALYSIS, AND REPORTING
AU-06(01)	PROCESS INTEGRATION
AU-06(03)	CORRELATE AUDIT REPOSITORIES
AU-07	AUDIT REDUCTION AND REPORT GENERATION
AU-07(01)	AUTOMATIC PROCESSING
AU-08	TIME STAMPS
AU-08(01)	SYNCHRONIZATION WITH AUTHORITATIVE TIME SOURCE
AU-09	PROTECTION OF AUDIT INFORMATION

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TxHSN Control ID	TxHSN Control Name
AU-09(04)	ACCESS BY SUBSET OF PRIVILEGED USERS
AU-11	AUDIT RECORD RETENTION
AU-12	AUDIT GENERATION
AU-13	MONITORING FOR INFORMATION DISCLOSURE
CA-01	SECURITY ASSESSMENT AND AUTHORIZATION POLICY AND PROCEDURES
CA-02	SECURITY ASSESSMENTS
CA-02(01)	INDEPENDENT ASSESSORS
CA-03	SYSTEM INTERCONNECTIONS
CA-03(05)	RESTRICTIONS ON EXTERNAL SYSTEM CONNECTIONS
CA-05	PLAN OF ACTION AND MILESTONES
CA-05(01)	AUTOMATION SUPPORT FOR ACCURACY / CURRENCY
CA-06	SECURITY AUTHORIZATION
CA-07	CONTINUOUS MONITORING
CA-07(01)	INDEPENDENT ASSESSMENT
CA-08	PENETRATION TESTING
CA-09	INTERNAL SYSTEM CONNECTIONS
CM-01	CONFIGURATION MANAGEMENT POLICY AND PROCEDURES
CM-02	BASELINE CONFIGURATION
CM-02(01)	REVIEWS AND UPDATES

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TxHSN Control ID	TxHSN Control Name
CM-02(03)	RETENTION OF PREVIOUS CONFIGURATIONS
CM-03	CONFIGURATION CHANGE CONTROL
CM-03(02)	TEST / VALIDATE / DOCUMENT CHANGES
CM-04	SECURITY IMPACT ANALYSIS
CM-04(01)	SEPARATE TEST ENVIRONMENTS
CM-05	ACCESS RESTRICTIONS FOR CHANGE
CM-06	CONFIGURATION SETTINGS
CM-07	LEAST FUNCTIONALITY
CM-07(01)	PERIODIC REVIEW
CM-07(02)	PREVENT PROGRAM EXECUTION
CM-07(04)	UNAUTHORIZED SOFTWARE / BLACKLISTING
CM-08	INFORMATION SYSTEM COMPONENT INVENTORY
CM-08(01)	UPDATES DURING INSTALLATIONS / REMOVALS
CM-08(03)	AUTOMATED UNAUTHORIZED COMPONENT DETECTION
CM-08(05)	NO DUPLICATE ACCOUNTING OF COMPONENTS
CM-09	CONFIGURATION MANAGEMENT PLAN
CM-10	SOFTWARE USAGE RESTRICTIONS
CM-11	USER-INSTALLED SOFTWARE
CP-01	CONTINGENCY PLANNING POLICY AND PROCEDURES

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TxHSN Control ID	TxHSN Control Name
CP-02	CONTINGENCY PLAN
CP-02(01)	COORDINATE WITH RELATED PLANS
CP-02(03)	RESUME ESSENTIAL MISSIONS / BUSINESS FUNCTIONS
CP-02(05)	CONTINUE ESSENTIAL MISSIONS / BUSINESS FUNCTIONS
CP-02(08)	IDENTIFY CRITICAL ASSETS
CP-03	CONTINGENCY TRAINING
CP-04	CONTINGENCY PLAN TESTING
CP-04(01)	COORDINATE WITH RELATED PLANS
CP-06	ALTERNATE STORAGE SITE
CP-06(01)	SEPARATION FROM PRIMARY SITE
CP-06(03)	ACCESSIBILITY
CP-07	ALTERNATE PROCESSING SITE
CP-07(01)	SEPARATION FROM PRIMARY SITE
CP-07(02)	ACCESSIBILITY
CP-07(03)	PRIORITY OF SERVICE
CP-08	TELECOMMUNICATIONS SERVICES
CP-08(01)	PRIORITY OF SERVICE PROVISIONS
CP-08(02)	SINGLE POINTS OF FAILURE
CP-09	INFORMATION SYSTEM BACKUP

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TxHSN Control ID	TxHSN Control Name
CP-09(01)	TESTING FOR RELIABILITY / INTEGRITY
CP-10	INFORMATION SYSTEM RECOVERY AND RECONSTITUTION
CP-10(02)	TRANSACTION RECOVERY
CP-11	ALTERNATE COMMUNICATIONS PROTOCOLS
IA-01	IDENTIFICATION AND AUTHENTICATION POLICY AND PROCEDURES
IA-02	IDENTIFICATION AND AUTHENTICATION (ORGANIZATIONAL USERS)
IA-02(01)	NETWORK ACCESS TO PRIVILEGED ACCOUNTS
IA-02(08)	NETWORK ACCESS TO PRIVILEGED ACCOUNTS - REPLAY RESISTANT
IA-02(11)	REMOTE ACCESS - SEPARATE DEVICE
IA-03	DEVICE IDENTIFICATION AND AUTHENTICATION
IA-04	IDENTIFIER MANAGEMENT
IA-05	AUTHENTICATOR MANAGEMENT
IA-05(01)	PASSWORD-BASED AUTHENTICATION
IA-05(02)	PKI-BASED AUTHENTICATION
IA-05(03)	IN-PERSON OR TRUSTED THIRD-PARTY REGISTRATION
IA-05(07)	NO EMBEDDED UNENCRYPTED STATIC AUTHENTICATORS

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TxHSN Control ID	TxHSN Control Name
IA-05(11)	HARDWARE TOKEN-BASED AUTHENTICATION
IA-06	AUTHENTICATOR FEEDBACK
IA-07	CRYPTOGRAPHIC MODULE AUTHENTICATION
IA-08	IDENTIFICATION AND AUTHENTICATION (NON-ORGANIZATIONAL USERS)
IR-01	INCIDENT RESPONSE POLICY AND PROCEDURES
IR-02	INCIDENT RESPONSE TRAINING
IR-03	INCIDENT RESPONSE TESTING
IR-03(02)	COORDINATION WITH RELATED PLANS
IR-04	INCIDENT HANDLING
IR-04(01)	AUTOMATED INCIDENT HANDLING PROCESSES
IR-05	INCIDENT MONITORING
IR-06	INCIDENT REPORTING
IR-06(01)	AUTOMATED REPORTING
IR-07	INCIDENT RESPONSE ASSISTANCE
IR-07(01)	AUTOMATION SUPPORT FOR AVAILABILITY OF INFORMATION / SUPPORT
IR-08	INCIDENT RESPONSE PLAN
MA-01	SYSTEM MAINTENANCE POLICY AND PROCEDURES
MA-02	CONTROLLED MAINTENANCE
MA-03	MAINTENANCE TOOLS

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TxHSN Control ID	TxHSN Control Name
MA-03(01)	INSPECT TOOLS
MA-03(02)	INSPECT MEDIA
MA-04	NONLOCAL MAINTENANCE
MA-04(02)	DOCUMENT NONLOCAL MAINTENANCE
MA-05	MAINTENANCE PERSONNEL
MA-06	TIMELY MAINTENANCE
MP-01	MEDIA PROTECTION POLICY AND PROCEDURES
MP-02	MEDIA ACCESS
MP-03	MEDIA MARKING
MP-04	MEDIA STORAGE
MP-05	MEDIA TRANSPORT
MP-05(04)	CRYPTOGRAPHIC PROTECTION
MP-06	MEDIA SANITIZATION
MP-07	MEDIA USE
MP-07(01)	PROHIBIT USE WITHOUT OWNER
PE-01	PHYSICAL AND ENVIRONMENTAL PROTECTION POLICY AND PROCEDURES
PE-02	PHYSICAL ACCESS AUTHORIZATIONS
PE-03	PHYSICAL ACCESS CONTROL
PE-04	ACCESS CONTROL FOR TRANSMISSION MEDIUM

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TxHSN Control ID	TxHSN Control Name
PE-05	ACCESS CONTROL FOR OUTPUT DEVICES
PE-06	MONITORING PHYSICAL ACCESS
PE-06(01)	INTRUSION ALARMS / SURVEILLANCE EQUIPMENT
PE-08	VISITOR ACCESS RECORDS
PE-09	POWER EQUIPMENT AND CABLING
PE-10	EMERGENCY SHUTOFF
PE-11	EMERGENCY POWER
PE-12	EMERGENCY LIGHTING
PE-13	FIRE PROTECTION
PE-13(03)	AUTOMATIC FIRE SUPPRESSION
PE-14	TEMPERATURE AND HUMIDITY CONTROLS
PE-15	WATER DAMAGE PROTECTION
PE-16	DELIVERY AND REMOVAL
PE-17	ALTERNATE WORK SITE
PE-18	LOCATION OF INFORMATION SYSTEM COMPONENTS
PE-19	INFORMATION LEAKAGE
PE-20	ASSET MONITORING AND TRACKING
PL-01	SECURITY PLANNING POLICY AND PROCEDURES
PL-02	SYSTEM SECURITY PLAN

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TxHSN Control ID	TxHSN Control Name
PL-02(03)	PLAN / COORDINATE WITH OTHER ORGANIZATIONAL ENTITIES
PL-04	RULES OF BEHAVIOR
PL-04(01)	SOCIAL MEDIA AND NETWORKING RESTRICTIONS
PL-08	INFORMATION SECURITY ARCHITECTURE
PS-01	PERSONNEL SECURITY POLICY AND PROCEDURES
PS-02	POSITION RISK DESIGNATION
PS-03	PERSONNEL SCREENING
PS-04	PERSONNEL TERMINATION
PS-05	PERSONNEL TRANSFER
PS-06	ACCESS AGREEMENTS
PS-07	THIRD-PARTY PERSONNEL SECURITY
PS-08	PERSONNEL SANCTIONS
RA-01	RISK ASSESSMENT POLICY AND PROCEDURES
RA-02	SECURITY CATEGORIZATION
RA-03	RISK ASSESSMENT
RA-05	VULNERABILITY SCANNING
RA-05(01)	UPDATE TOOL CAPABILITY
RA-05(02)	UPDATE BY FREQUENCY / PRIOR TO NEW SCAN / WHEN IDENTIFIED
RA-05(05)	PRIVILEGED ACCESS

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TxHSN Control ID	TxHSN Control Name
SA-01	SYSTEM AND SERVICES ACQUISITION POLICY AND PROCEDURES
SA-02	ALLOCATION OF RESOURCES
SA-03	SYSTEM DEVELOPMENT LIFE CYCLE
SA-04	ACQUISITION PROCESS
SA-04(01)	FUNCTIONAL PROPERTIES OF SECURITY CONTROLS
SA-04(02)	DESIGN / IMPLEMENTATION INFORMATION FOR SECURITY CONTROLS
SA-04(09)	FUNCTIONS / PORTS / PROTOCOLS / SERVICES IN USE
SA-05	INFORMATION SYSTEM DOCUMENTATION
SA-08	SECURITY ENGINEERING PRINCIPLES
SA-09	EXTERNAL INFORMATION SYSTEM SERVICES
SA-09(02)	IDENTIFICATION OF FUNCTIONS / PORTS / PROTOCOLS / SERVICES
SA-09(05)	PROCESSING, STORAGE, AND SERVICE LOCATION
SA-10	DEVELOPER CONFIGURATION MANAGEMENT
SA-11	DEVELOPER SECURITY TESTING AND EVALUATION
SA-11(01)	STATIC CODE ANALYSIS
SA-11(02)	THREAT AND VULNERABILITY ANALYSES
SA-11(05)	PENETRATION TESTING
SA-11(08)	DYNAMIC CODE ANALYSIS

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TxHSN Control ID	TxHSN Control Name
SA-12	SUPPLY CHAIN PROTECTION
SA-14	CRITICALITY ANALYSIS
SA-15	DEVELOPMENT PROCESS, STANDARDS, AND TOOLS
SA-17	DEVELOPER SECURITY ARCHITECTURE AND DESIGN
SC-01	SYSTEM AND COMMUNICATIONS PROTECTION POLICY AND PROCEDURES
SC-02	APPLICATION PARTITIONING
SC-04	INFORMATION IN SHARED RESOURCES
SC-05	DENIAL OF SERVICE PROTECTION
SC-07	BOUNDARY PROTECTION
SC-07(03)	ACCESS POINTS
SC-07(04)	EXTERNAL TELECOMMUNICATIONS SERVICES
SC-07(05)	DENY BY DEFAULT / ALLOW BY EXCEPTION
SC-07(07)	PREVENT SPLIT TUNNELING FOR REMOTE DEVICES
SC-08	TRANSMISSION CONFIDENTIALITY AND INTEGRITY
SC-08(01)	CRYPTOGRAPHIC OR ALTERNATE PHYSICAL PROTECTION
SC-10	NETWORK DISCONNECT
SC-12	CRYPTOGRAPHIC KEY ESTABLISHMENT AND MANAGEMENT
SC-13	CRYPTOGRAPHIC PROTECTION

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TxHSN Control ID	TxHSN Control Name
SC-15	COLLABORATIVE COMPUTING DEVICES
SC-17	PUBLIC KEY INFRASTRUCTURE CERTIFICATES
SC-18	MOBILE CODE
SC-19	VOICE OVER INTERNET PROTOCOL
SC-20	SECURE NAME / ADDRESS RESOLUTION SERVICE (AUTHORITATIVE SOURCE)
SC-21	SECURE NAME / ADDRESS RESOLUTION SERVICE (RECURSIVE OR CACHING RESOLVER)
SC-22	ARCHITECTURE AND PROVISIONING FOR NAME / ADDRESS RESOLUTION SERVICE
SC-23	SESSION AUTHENTICITY
SC-28	PROTECTION OF INFORMATION AT REST
SC-28(01)	CRYPTOGRAPHIC PROTECTION
SC-31	COVERT CHANNEL ANALYSIS
SC-39	PROCESS ISOLATION
SC-44	DETONATION CHAMBERS
SI-01	SYSTEM AND INFORMATION INTEGRITY POLICY AND PROCEDURES
SI-02	FLAW REMEDIATION
SI-02(02)	AUTOMATED FLAW REMEDIATION STATUS
SI-03	MALICIOUS CODE PROTECTION
SI-03(01)	CENTRAL MANAGEMENT

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TxHSN Control ID	TxHSN Control Name
SI-03(02)	AUTOMATIC UPDATES
SI-04	INFORMATION SYSTEM MONITORING
SI-04(02)	AUTOMATED TOOLS FOR REAL-TIME ANALYSIS
SI-04(04)	INBOUND AND OUTBOUND COMMUNICATIONS TRAFFIC
SI-04(05)	SYSTEM-GENERATED ALERTS
SI-05	SECURITY ALERTS, ADVISORIES, AND DIRECTIVES
SI-07	SOFTWARE, FIRMWARE, AND INFORMATION INTEGRITY
SI-07(01)	INTEGRITY CHECKS
SI-07(07)	INTEGRATION OF DETECTION AND RESPONSE
SI-08	SPAM PROTECTION
SI-08(01)	CENTRAL MANAGEMENT
SI-08(02)	AUTOMATIC UPDATES
SI-10	INFORMATION INPUT VALIDATION
SI-11	ERROR HANDLING
SI-12	INFORMATION HANDLING AND RETENTION
SI-16	MEMORY PROTECTION
PM-01	INFORMATION SECURITY PROGRAM PLAN
PM-02	SENIOR INFORMATION SECURITY OFFICER
PM-03	INFORMATION SECURITY RESOURCES

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TxHSN Control ID	TxHSN Control Name
PM-04	PLAN OF ACTION AND MILESTONES PROCESS
PM-05	INFORMATION SYSTEM INVENTORY
PM-06	INFORMATION SECURITY MEASURES OF PERFORMANCE
PM-07	ENTERPRISE ARCHITECTURE
PM-08	CRITICAL INFRASTRUCTURE PLAN
PM-09	RISK MANAGEMENT STRATEGY
PM-10	SECURITY AUTHORIZATION PROCESS
PM-11	MISSION/BUSINESS PROCESS DEFINITION
PM-12	INSIDER THREAT PROGRAM
PM-13	INFORMATION SECURITY WORKFORCE
PM-14	TESTING, TRAINING, AND MONITORING
PM-15	CONTACTS WITH SECURITY GROUPS AND ASSOCIATIONS
PM-16	THREAT AWARENESS PROGRAM
AR-01	Governance and Privacy Program
IP-01	Consent
SE-01	Inventory of Personally Identifiable Information
TR-01	Privacy Notice
UL-01	Internal Use

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2.5 THISIS Registry

Table 5: THISIS Security Controls

THISIS Control ID	THISIS Control Name
AC-01	ACCESS CONTROL POLICY AND PROCEDURES
AC-02	ACCOUNT MANAGEMENT
AC-02(01)	AUTOMATED SYSTEM ACCOUNT MANAGEMENT
AC-02(02)	REMOVAL OF TEMPORARY / EMERGENCY ACCOUNTS
AC-02(03)	DISABLE INACTIVE ACCOUNTS
AC-02(04)	AUTOMATED AUDIT ACTIONS
AC-02(07)	ROLE-BASED SCHEMES
AC-03	ACCESS ENFORCEMENT
AC-03(03)	MANDATORY ACCESS CONTROL
AC-03(04)	DISCRETIONARY ACCESS CONTROL
AC-04	INFORMATION FLOW ENFORCEMENT
AC-05	SEPARATION OF DUTIES
AC-06	LEAST PRIVILEGE
AC-06(01)	AUTHORIZE ACCESS TO SECURITY FUNCTIONS
AC-06(02)	NON-PRIVILEGED ACCESS FOR NONSECURITY FUNCTIONS
AC-06(05)	PRIVILEGED ACCOUNTS
AC-06(09)	AUDITING USE OF PRIVILEGED FUNCTIONS

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THISIS Control ID	THISIS Control Name
AC-06(10)	PROHIBIT NON-PRIVILEGED USERS FROM EXECUTING PRIVILEGED FUNCTIONS
AC-07	UNSUCCESSFUL LOGON ATTEMPTS
AC-08	SYSTEM USE NOTIFICATION
AC-09	PREVIOUS LOGON (ACCESS) NOTIFICATION
AC-10	CONCURRENT SESSION CONTROL
AC-11	SESSION LOCK
AC-11(01)	PATTERN-HIDING DISPLAYS
AC-12	SESSION TERMINATION
AC-12(01)	USER-INITIATED LOGOUTS / MESSAGE DISPLAYS
AC-14	PERMITTED ACTIONS WITHOUT IDENTIFICATION OR AUTHENTICATION
AC-16	SECURITY ATTRIBUTES
AC-17	REMOTE ACCESS
AC-17(01)	AUTOMATED MONITORING / CONTROL
AC-17(02)	PROTECTION OF CONFIDENTIALITY / INTEGRITY USING ENCRYPTION
AC-17(03)	MANAGED ACCESS CONTROL POINTS
AC-17(04)	PRIVILEGED COMMANDS / ACCESS
AC-17(06)	PROTECTION OF INFORMATION
AC-18	WIRELESS ACCESS
AC-18(01)	AUTHENTICATION AND ENCRYPTION

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THISIS Control ID	THISIS Control Name
AC-18(05)	ANTENNAS / TRANSMISSION POWER LEVELS
AC-19	ACCESS CONTROL FOR MOBILE DEVICES
AC-19(05)	FULL DEVICE / CONTAINER-BASED ENCRYPTION
AC-20	USE OF EXTERNAL INFORMATION SYSTEMS
AC-20(01)	LIMITS ON AUTHORIZED USE
AC-20(02)	PORTABLE STORAGE DEVICES
AC-21	INFORMATION SHARING
AC-22	PUBLICLY ACCESSIBLE CONTENT
AC-23	DATA MINING PROTECTION
AT-01	SECURITY AWARENESS AND TRAINING POLICY AND PROCEDURES
AT-02	SECURITY AWARENESS TRAINING
AT-02(02)	INSIDER THREAT
AT-03	ROLE-BASED SECURITY TRAINING
AT-04	SECURITY TRAINING RECORDS
AU-01	AUDIT AND ACCOUNTABILITY POLICY AND PROCEDURES
AU-02	AUDIT EVENTS
AU-02(03)	REVIEWS AND UPDATES
AU-03	CONTENT OF AUDIT RECORDS
AU-03(01)	ADDITIONAL AUDIT INFORMATION

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THISIS Control ID	THISIS Control Name
AU-04	AUDIT STORAGE CAPACITY
AU-05	RESPONSE TO AUDIT PROCESSING FAILURES
AU-05(01)	AUDIT STORAGE CAPACITY
AU-05(02)	REAL-TIME ALERTS
AU-06	AUDIT REVIEW, ANALYSIS, AND REPORTING
AU-06(01)	PROCESS INTEGRATION
AU-06(03)	CORRELATE AUDIT REPOSITORIES
AU-07	AUDIT REDUCTION AND REPORT GENERATION
AU-07(01)	AUTOMATIC PROCESSING
AU-08	TIME STAMPS
AU-08(01)	SYNCHRONIZATION WITH AUTHORITATIVE TIME SOURCE
AU-09	PROTECTION OF AUDIT INFORMATION
AU-09(02)	AUDIT BACKUP ON SEPARATE PHYSICAL SYSTEMS / COMPONENTS
AU-09(04)	ACCESS BY SUBSET OF PRIVILEGED USERS
AU-11	AUDIT RECORD RETENTION
AU-12	AUDIT GENERATION
AU-13	MONITORING FOR INFORMATION DISCLOSURE
CA-01	SECURITY ASSESSMENT AND AUTHORIZATION POLICY AND PROCEDURES
CA-02	SECURITY ASSESSMENTS

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THISIS Control ID	THISIS Control Name
CA-02(01)	INDEPENDENT ASSESSORS
CA-03	SYSTEM INTERCONNECTIONS
CA-03(01)	UNCLASSIFIED NATIONAL SECURITY SYSTEM CONNECTIONS
CA-03(02)	CLASSIFIED NATIONAL SECURITY SYSTEM CONNECTIONS
CA-03(05)	RESTRICTIONS ON EXTERNAL SYSTEM CONNECTIONS
CA-05	PLAN OF ACTION AND MILESTONES
CA-05(01)	AUTOMATION SUPPORT FOR ACCURACY / CURRENCY
CA-06	SECURITY AUTHORIZATION
CA-07	CONTINUOUS MONITORING
CA-07(01)	INDEPENDENT ASSESSMENT
CA-08	PENETRATION TESTING
CA-09	INTERNAL SYSTEM CONNECTIONS
CM-01	CONFIGURATION MANAGEMENT POLICY AND PROCEDURES
CM-02	BASELINE CONFIGURATION
CM-02(01)	REVIEWS AND UPDATES
CM-02(03)	RETENTION OF PREVIOUS CONFIGURATIONS
CM-02(07)	CONFIGURE SYSTEMS, COMPONENTS, OR DEVICES FOR HIGH-RISK AREAS
CM-03	CONFIGURATION CHANGE CONTROL

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THISIS Control ID	THISIS Control Name
CM-03(01)	AUTOMATED DOCUMENT / NOTIFICATION / PROHIBITION OF CHANGES
CM-03(02)	TEST / VALIDATE / DOCUMENT CHANGES
CM-03(04)	SECURITY REPRESENTATIVE
CM-04	SECURITY IMPACT ANALYSIS
CM-04(01)	SEPARATE TEST ENVIRONMENTS
CM-04(02)	VERIFICATION OF SECURITY FUNCTIONS
CM-05	ACCESS RESTRICTIONS FOR CHANGE
CM-05(01)	AUTOMATED ACCESS ENFORCEMENT / AUDITING
CM-05(02)	REVIEW SYSTEM CHANGES
CM-05(05)	LIMIT PRODUCTION / OPERATIONAL PRIVILEGES
CM-05(06)	LIMIT LIBRARY PRIVILEGES
CM-06	CONFIGURATION SETTINGS
CM-07	LEAST FUNCTIONALITY
CM-07(01)	PERIODIC REVIEW
CM-07(02)	PREVENT PROGRAM EXECUTION
CM-07(03)	REGISTRATION COMPLIANCE
CM-07(04)	UNAUTHORIZED SOFTWARE / BLACKLISTING
CM-07(05)	AUTHORIZED SOFTWARE / WHITELISTING
CM-08	INFORMATION SYSTEM COMPONENT INVENTORY
CM-08(01)	UPDATES DURING INSTALLATIONS / REMOVALS

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THISIS Control ID	THISIS Control Name
CM-08(03)	AUTOMATED UNAUTHORIZED COMPONENT DETECTION
CM-08(05)	NO DUPLICATE ACCOUNTING OF COMPONENTS
CM-09	CONFIGURATION MANAGEMENT PLAN
CM-10	SOFTWARE USAGE RESTRICTIONS
CM-11	USER-INSTALLED SOFTWARE
CP-01	CONTINGENCY PLANNING POLICY AND PROCEDURES
CP-02	CONTINGENCY PLAN
CP-02(01)	COORDINATE WITH RELATED PLANS
CP-02(03)	RESUME ESSENTIAL MISSIONS / BUSINESS FUNCTIONS
CP-02(05)	CONTINUE ESSENTIAL MISSIONS / BUSINESS FUNCTIONS
CP-02(08)	IDENTIFY CRITICAL ASSETS
CP-03	CONTINGENCY TRAINING
CP-04	CONTINGENCY PLAN TESTING
CP-04(01)	COORDINATE WITH RELATED PLANS
CP-06	ALTERNATE STORAGE SITE
CP-06(01)	SEPARATION FROM PRIMARY SITE
CP-06(03)	ACCESSIBILITY
CP-07	ALTERNATE PROCESSING SITE
CP-07(01)	SEPARATION FROM PRIMARY SITE

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THISIS Control ID	THISIS Control Name
CP-07(02)	ACCESSIBILITY
CP-07(03)	PRIORITY OF SERVICE
CP-08	TELECOMMUNICATIONS SERVICES
CP-08(01)	PRIORITY OF SERVICE PROVISIONS
CP-08(02)	SINGLE POINTS OF FAILURE
CP-09	INFORMATION SYSTEM BACKUP
CP-09(01)	TESTING FOR RELIABILITY / INTEGRITY
CP-10	INFORMATION SYSTEM RECOVERY AND RECONSTITUTION
CP-10(02)	TRANSACTION RECOVERY
CP-11	ALTERNATE COMMUNICATIONS PROTOCOLS
IA-01	IDENTIFICATION AND AUTHENTICATION POLICY AND PROCEDURES
IA-02	IDENTIFICATION AND AUTHENTICATION (ORGANIZATIONAL USERS)
IA-02(01)	NETWORK ACCESS TO PRIVILEGED ACCOUNTS
IA-02(02)	NETWORK ACCESS TO NON-PRIVILEGED ACCOUNTS
IA-02(03)	LOCAL ACCESS TO PRIVILEGED ACCOUNTS
IA-02(04)	LOCAL ACCESS TO NON-PRIVILEGED ACCOUNTS
IA-02(05)	GROUP AUTHENTICATION
IA-02(08)	NETWORK ACCESS TO PRIVILEGED ACCOUNTS - REPLAY RESISTANT

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THISIS Control ID	THISIS Control Name
IA-02(09)	NETWORK ACCESS TO NON-PRIVILEGED ACCOUNTS - REPLAY RESISTANT
IA-02(11)	REMOTE ACCESS - SEPARATE DEVICE
IA-02(12)	ACCEPTANCE OF PIV CREDENTIALS
IA-02(13)	OUT-OF-BAND AUTHENTICATION
IA-03	DEVICE IDENTIFICATION AND AUTHENTICATION
IA-03(01)	CRYPTOGRAPHIC BIDIRECTIONAL AUTHENTICATION
IA-03(04)	DEVICE ATTESTATION
IA-04	IDENTIFIER MANAGEMENT
IA-04(02)	SUPERVISOR AUTHORIZATION
IA-04(04)	IDENTIFY USER STATUS
IA-05	AUTHENTICATOR MANAGEMENT
IA-05(01)	PASSWORD-BASED AUTHENTICATION
IA-05(02)	PKI-BASED AUTHENTICATION
IA-05(03)	IN-PERSON OR TRUSTED THIRD-PARTY REGISTRATION
IA-05(05)	CHANGE AUTHENTICATORS PRIOR TO DELIVERY
IA-05(06)	PROTECTION OF AUTHENTICATORS
IA-05(07)	NO EMBEDDED UNENCRYPTED STATIC AUTHENTICATORS
IA-05(08)	MULTIPLE INFORMATION SYSTEM ACCOUNTS
IA-05(11)	HARDWARE TOKEN-BASED AUTHENTICATION

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THISIS Control ID	THISIS Control Name
IA-06	AUTHENTICATOR FEEDBACK
IA-07	CRYPTOGRAPHIC MODULE AUTHENTICATION
IA-08	IDENTIFICATION AND AUTHENTICATION (NON-ORGANIZATIONAL USERS)
IA-08(01)	ACCEPTANCE OF PIV CREDENTIALS FROM OTHER AGENCIES
IA-08(02)	ACCEPTANCE OF THIRD-PARTY CREDENTIALS
IA-08(03)	USE OF FICAM-APPROVED PRODUCTS
IR-01	INCIDENT RESPONSE POLICY AND PROCEDURES
IR-02	INCIDENT RESPONSE TRAINING
IR-03	INCIDENT RESPONSE TESTING
IR-03(02)	COORDINATION WITH RELATED PLANS
IR-04	INCIDENT HANDLING
IR-04(01)	AUTOMATED INCIDENT HANDLING PROCESSES
IR-04(03)	CONTINUITY OF OPERATIONS
IR-04(04)	INFORMATION CORRELATION
IR-05	INCIDENT MONITORING
IR-06	INCIDENT REPORTING
IR-06(01)	AUTOMATED REPORTING
IR-06(02)	VULNERABILITIES RELATED TO INCIDENTS
IR-07	INCIDENT RESPONSE ASSISTANCE

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THISIS Control ID	THISIS Control Name
IR-07(01)	AUTOMATION SUPPORT FOR AVAILABILITY OF INFORMATION / SUPPORT
IR-07(02)	COORDINATION WITH EXTERNAL PROVIDERS
IR-08	INCIDENT RESPONSE PLAN
IR-09	INFORMATION SPILLAGE RESPONSE
MA-01	SYSTEM MAINTENANCE POLICY AND PROCEDURES
MA-02	CONTROLLED MAINTENANCE
MA-03	MAINTENANCE TOOLS
MA-03(01)	INSPECT TOOLS
MA-03(02)	INSPECT MEDIA
MA-03(03)	PREVENT UNAUTHORIZED REMOVAL
MA-04	NONLOCAL MAINTENANCE
MA-04(02)	DOCUMENT NONLOCAL MAINTENANCE
MA-04(06)	CRYPTOGRAPHIC PROTECTION
MA-04(07)	REMOTE DISCONNECT VERIFICATION
MA-05	MAINTENANCE PERSONNEL
MA-05(04)	FOREIGN NATIONALS
MA-06	TIMELY MAINTENANCE
MP-01	MEDIA PROTECTION POLICY AND PROCEDURES
MP-02	MEDIA ACCESS
MP-03	MEDIA MARKING

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THISIS Control ID	THISIS Control Name
MP-04	MEDIA STORAGE
MP-05	MEDIA TRANSPORT
MP-05(04)	CRYPTOGRAPHIC PROTECTION
MP-06	MEDIA SANITIZATION
MP-06(01)	REVIEW / APPROVE / TRACK / DOCUMENT / VERIFY
MP-06(02)	EQUIPMENT TESTING
MP-06(03)	NONDESTRUCTIVE TECHNIQUES
MP-07	MEDIA USE
MP-07(01)	PROHIBIT USE WITHOUT OWNER
PE-01	PHYSICAL AND ENVIRONMENTAL PROTECTION POLICY AND PROCEDURES
PE-02	PHYSICAL ACCESS AUTHORIZATIONS
PE-02(01)	ACCESS BY POSITION / ROLE
PE-02(03)	RESTRICT UNESCORTED ACCESS
PE-03	PHYSICAL ACCESS CONTROL
PE-03(02)	FACILITY / INFORMATION SYSTEM BOUNDARIES
PE-03(03)	CONTINUOUS GUARDS / ALARMS / MONITORING
PE-04	ACCESS CONTROL FOR TRANSMISSION MEDIUM
PE-05	ACCESS CONTROL FOR OUTPUT DEVICES
PE-06	MONITORING PHYSICAL ACCESS
PE-06(01)	INTRUSION ALARMS / SURVEILLANCE EQUIPMENT

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THISIS Control ID	THISIS Control Name
PE-08	VISITOR ACCESS RECORDS
PE-09	POWER EQUIPMENT AND CABLING
PE-10	EMERGENCY SHUTOFF
PE-11	EMERGENCY POWER
PE-12	EMERGENCY LIGHTING
PE-13	FIRE PROTECTION
PE-13(03)	AUTOMATIC FIRE SUPPRESSION
PE-14	TEMPERATURE AND HUMIDITY CONTROLS
PE-15	WATER DAMAGE PROTECTION
PE-16	DELIVERY AND REMOVAL
PE-17	ALTERNATE WORK SITE
PE-18	LOCATION OF INFORMATION SYSTEM COMPONENTS
PE-18(01)	FACILITY SITE
PE-19	INFORMATION LEAKAGE
PE-20	ASSET MONITORING AND TRACKING
PL-01	SECURITY PLANNING POLICY AND PROCEDURES
PL-02	SYSTEM SECURITY PLAN
PL-02(03)	PLAN / COORDINATE WITH OTHER ORGANIZATIONAL ENTITIES
PL-04	RULES OF BEHAVIOR
PL-04(01)	SOCIAL MEDIA AND NETWORKING RESTRICTIONS

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THISIS Control ID	THISIS Control Name
PL-07	SECURITY CONCEPT OF OPERATIONS
PL-08	INFORMATION SECURITY ARCHITECTURE
PL-09	CENTRAL MANAGEMENT
PS-01	PERSONNEL SECURITY POLICY AND PROCEDURES
PS-02	POSITION RISK DESIGNATION
PS-03	PERSONNEL SCREENING
PS-03(01)	CLASSIFIED INFORMATION
PS-03(02)	FORMAL INDOCTRINATION
PS-03(03)	INFORMATION WITH SPECIAL PROTECTION MEASURES
PS-04	PERSONNEL TERMINATION
PS-05	PERSONNEL TRANSFER
PS-06	ACCESS AGREEMENTS
PS-06(02)	CLASSIFIED INFORMATION REQUIRING SPECIAL PROTECTION
PS-07	THIRD-PARTY PERSONNEL SECURITY
PS-08	PERSONNEL SANCTIONS
RA-01	RISK ASSESSMENT POLICY AND PROCEDURES
RA-02	SECURITY CATEGORIZATION
RA-03	RISK ASSESSMENT
RA-05	VULNERABILITY SCANNING

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THISIS Control ID	THISIS Control Name
RA-05(01)	UPDATE TOOL CAPABILITY
RA-05(02)	UPDATE BY FREQUENCY / PRIOR TO NEW SCAN / WHEN IDENTIFIED
RA-05(03)	BREADTH / DEPTH OF COVERAGE
RA-05(05)	PRIVILEGED ACCESS
SA-01	SYSTEM AND SERVICES ACQUISITION POLICY AND PROCEDURES
SA-02	ALLOCATION OF RESOURCES
SA-03	SYSTEM DEVELOPMENT LIFE CYCLE
SA-04	ACQUISITION PROCESS
SA-04(01)	FUNCTIONAL PROPERTIES OF SECURITY CONTROLS
SA-04(02)	DESIGN / IMPLEMENTATION INFORMATION FOR SECURITY CONTROLS
SA-04(09)	FUNCTIONS / PORTS / PROTOCOLS / SERVICES IN USE
SA-05	INFORMATION SYSTEM DOCUMENTATION
SA-08	SECURITY ENGINEERING PRINCIPLES
SA-09	EXTERNAL INFORMATION SYSTEM SERVICES
SA-09(01)	RISK ASSESSMENTS / ORGANIZATIONAL APPROVALS
SA-09(02)	IDENTIFICATION OF FUNCTIONS / PORTS / PROTOCOLS / SERVICES
SA-09(05)	PROCESSING, STORAGE, AND SERVICE LOCATION

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THISIS Control ID	THISIS Control Name
SA-10	DEVELOPER CONFIGURATION MANAGEMENT
SA-11	DEVELOPER SECURITY TESTING AND EVALUATION
SA-11(01)	STATIC CODE ANALYSIS
SA-11(02)	THREAT AND VULNERABILITY ANALYSES
SA-11(05)	PENETRATION TESTING
SA-11(08)	DYNAMIC CODE ANALYSIS
SA-12	SUPPLY CHAIN PROTECTION
SA-12(02)	SUPPLIER REVIEWS
SA-14	CRITICALITY ANALYSIS
SA-15	DEVELOPMENT PROCESS, STANDARDS, AND TOOLS
SA-17	DEVELOPER SECURITY ARCHITECTURE AND DESIGN
SC-01	SYSTEM AND COMMUNICATIONS PROTECTION POLICY AND PROCEDURES
SC-02	APPLICATION PARTITIONING
SC-02(01)	INTERFACES FOR NON-PRIVILEGED USERS
SC-03	SECURITY FUNCTION ISOLATION
SC-04	INFORMATION IN SHARED RESOURCES
SC-05	DENIAL OF SERVICE PROTECTION
SC-05(01)	RESTRICT INTERNAL USERS
SC-05(02)	EXCESS CAPACITY / BANDWIDTH / REDUNDANCY
SC-05(03)	DETECTION / MONITORING

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THISIS Control ID	THISIS Control Name
SC-06	RESOURCE AVAILABILITY
SC-07	BOUNDARY PROTECTION
SC-07(03)	ACCESS POINTS
SC-07(04)	EXTERNAL TELECOMMUNICATIONS SERVICES
SC-07(05)	DENY BY DEFAULT / ALLOW BY EXCEPTION
SC-07(07)	PREVENT SPLIT TUNNELING FOR REMOTE DEVICES
SC-07(08)	ROUTE TRAFFIC TO AUTHENTICATED PROXY SERVERS
SC-07(11)	RESTRICT INCOMING COMMUNICATIONS TRAFFIC
SC-07(12)	HOST-BASED PROTECTION
SC-07(13)	ISOLATION OF SECURITY TOOLS / MECHANISMS / SUPPORT COMPONENTS
SC-07(14)	PROTECTS AGAINST UNAUTHORIZED PHYSICAL CONNECTIONS
SC-07(18)	FAIL SECURE
SC-07(19)	BLOCKS COMMUNICATION FROM NON-ORGANIZATIONALLY CONFIGURED HOSTS
SC-08	TRANSMISSION CONFIDENTIALITY AND INTEGRITY
SC-08(01)	CRYPTOGRAPHIC OR ALTERNATE PHYSICAL PROTECTION
SC-08(02)	PRE / POST TRANSMISSION HANDLING
SC-10	NETWORK DISCONNECT
SC-11	TRUSTED PATH

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THISIS Control ID	THISIS Control Name
SC-12	CRYPTOGRAPHIC KEY ESTABLISHMENT AND MANAGEMENT
SC-12(01)	AVAILABILITY
SC-12(02)	SYMMETRIC KEYS
SC-12(03)	ASYMMETRIC KEYS
SC-13	CRYPTOGRAPHIC PROTECTION
SC-15	COLLABORATIVE COMPUTING DEVICES
SC-15(01)	PHYSICAL DISCONNECT
SC-16	TRANSMISSION OF SECURITY ATTRIBUTES
SC-16(01)	INTEGRITY VALIDATION
SC-17	PUBLIC KEY INFRASTRUCTURE CERTIFICATES
SC-18	MOBILE CODE
SC-18(01)	IDENTIFY UNACCEPTABLE CODE / TAKE CORRECTIVE ACTIONS
SC-18(02)	ACQUISITION / DEVELOPMENT / USE
SC-18(03)	PREVENT DOWNLOADING / EXECUTION
SC-18(04)	PREVENT AUTOMATIC EXECUTION
SC-19	VOICE OVER INTERNET PROTOCOL
SC-20	SECURE NAME / ADDRESS RESOLUTION SERVICE (AUTHORITATIVE SOURCE)
SC-21	SECURE NAME / ADDRESS RESOLUTION SERVICE (RECURSIVE OR CACHING RESOLVER)

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THISIS Control ID	THISIS Control Name
SC-22	ARCHITECTURE AND PROVISIONING FOR NAME / ADDRESS RESOLUTION SERVICE
SC-23	SESSION AUTHENTICITY
SC-23(01)	INVALIDATE SESSION IDENTIFIERS AT LOGOUT
SC-23(03)	UNIQUE SESSION IDENTIFIERS WITH RANDOMIZATION
SC-24	FAIL IN KNOWN STATE
SC-28	PROTECTION OF INFORMATION AT REST
SC-28(01)	CRYPTOGRAPHIC PROTECTION
SC-31	COVERT CHANNEL ANALYSIS
SC-32	INFORMATION SYSTEM PARTITIONING
SC-36	DISTRIBUTED PROCESSING AND STORAGE
SC-37	OUT-OF-BAND CHANNELS
SC-37(01)	ENSURE DELIVERY / TRANSMISSION
SC-38	OPERATIONS SECURITY
SC-39	PROCESS ISOLATION
SC-40	WIRELESS LINK PROTECTION
SC-43	USAGE RESTRICTIONS
SC-44	DETONATION CHAMBERS
SI-01	SYSTEM AND INFORMATION INTEGRITY POLICY AND PROCEDURES
SI-02	FLAW REMEDIATION

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THISIS Control ID	THISIS Control Name
SI-02(02)	AUTOMATED FLAW REMEDIATION STATUS
SI-02(03)	TIME TO REMEDIATE FLAWS / BENCHMARKS FOR CORRECTIVE ACTIONS
SI-03	MALICIOUS CODE PROTECTION
SI-03(01)	CENTRAL MANAGEMENT
SI-03(02)	AUTOMATIC UPDATES
SI-04	INFORMATION SYSTEM MONITORING
SI-04(01)	SYSTEM-WIDE INTRUSION DETECTION SYSTEM
SI-04(02)	AUTOMATED TOOLS FOR REAL-TIME ANALYSIS
SI-04(04)	INBOUND AND OUTBOUND COMMUNICATIONS TRAFFIC
SI-04(05)	SYSTEM-GENERATED ALERTS
SI-04(07)	AUTOMATED RESPONSE TO SUSPICIOUS EVENTS
SI-04(09)	TESTING OF MONITORING TOOLS
SI-04(11)	ANALYZE COMMUNICATIONS TRAFFIC ANOMALIES
SI-04(12)	AUTOMATED ALERTS
SI-04(14)	WIRELESS INTRUSION DETECTION
SI-04(15)	WIRELESS TO WIRELINE COMMUNICATIONS
SI-05	SECURITY ALERTS, ADVISORIES, AND DIRECTIVES
SI-05(01)	AUTOMATED ALERTS AND ADVISORIES
SI-07	SOFTWARE, FIRMWARE, AND INFORMATION INTEGRITY

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THISIS Control ID	THISIS Control Name
SI-07(01)	INTEGRITY CHECKS
SI-07(07)	INTEGRATION OF DETECTION AND RESPONSE
SI-08	SPAM PROTECTION
SI-08(01)	CENTRAL MANAGEMENT
SI-08(02)	AUTOMATIC UPDATES
SI-10	INFORMATION INPUT VALIDATION
SI-11	ERROR HANDLING
SI-12	INFORMATION HANDLING AND RETENTION
SI-16	MEMORY PROTECTION
PM-01	INFORMATION SECURITY PROGRAM PLAN
PM-02	SENIOR INFORMATION SECURITY OFFICER
PM-03	INFORMATION SECURITY RESOURCES
PM-04	PLAN OF ACTION AND MILESTONES PROCESS
PM-05	INFORMATION SYSTEM INVENTORY
PM-06	INFORMATION SECURITY MEASURES OF PERFORMANCE
PM-07	ENTERPRISE ARCHITECTURE
PM-08	CRITICAL INFRASTRUCTURE PLAN
PM-09	RISK MANAGEMENT STRATEGY
PM-10	SECURITY AUTHORIZATION PROCESS
PM-11	MISSION/BUSINESS PROCESS DEFINITION

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THISIS Control ID	THISIS Control Name
PM-12	INSIDER THREAT PROGRAM
PM-13	INFORMATION SECURITY WORKFORCE
PM-14	TESTING, TRAINING, AND MONITORING
PM-15	CONTACTS WITH SECURITY GROUPS AND ASSOCIATIONS
PM-16	THREAT AWARENESS PROGRAM
AR-01	Governance and Privacy Program
IP-01	Consent
SE-01	Inventory of Personally Identifiable Information
TR-01	Privacy Notice
UL-01	Internal Use

Exhibit L:

Health Registries PROJECT PERSONNEL

DSHS Health Registries

Software Development and Maintenance Services

(HRSD&MS)

RFO No. HHS0001166

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(DSHS)

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1. Resources

The tables below define the primary roles, responsibilities and the preferred qualifications of Development, Testing and PM Resources. Depending on the IT area and the Vendor contract, resources may include a blend of HHSC/DSHS and/or Vendor resources.

Role	Responsibilities
Senior Business Analyst	The Senior Business Analyst serves as a facilitator between the Product Owner and the technical team members. The Senior Business Analyst may also be the team lead for Vendor team members, but has no management authority over non-Vendor resources. A Senior Business Analyst cannot commit to work on behalf of the team. A Senior Business Analyst's role is to make sure the Team and deliverables stay true to the requirements, and to help remove any impediments to continued team production. A Senior Business Analyst is also responsible for: 1) Helps the Product Owner maintain the Product Backlog. 2) Encourages the Team to follow the processes defined in this document. 3) Helps the Team to determine the Acceptance Criteria for the product, with input from key stakeholders. 4) Promotes self-organization within the team. 5) Facilitates team events to ensure regular progress. 6) Assists in addressing impediments that may limit team's effectiveness and progress. 7) May participate in ad-hoc teams to prepare for product release of User Stories prepared by their Teams. 8) Ensures final Project and/or Contract Artifacts as defined in Section 7 adhere to correct format, are fully completed, and are uploaded to correct repository upon Cycle set completion. Preferred minimum qualifications include: 1) Three (3) years of experience in a similar role on a project of similar size 2) Public sector experience 3) Knowledge of HHSC programs, Epidemiological and Disease Registries, and the related Federal and Texas laws and regulations 4) Preferred PMI-ACP, Certified Scrum Master (CSM), or equivalent certification.
Developer	The developer implements the User Stories by developing code and configuration changes in accordance with DSHS guidelines. The

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Role	Responsibilities
	developer is responsible for developing all aspects of the User Story such as designing it to fit into the architecture, prototyping, implementing code/configuration changes, performing unit testing, and integrating system components. Preferred minimum qualifications include: 1) Three (3) years of experience in a similar role on a project of similar size performing hands on development using Agile methodologies 2) Public sector experience 3) Ten (10) years of hands-on experience with enterprise class web-based application development. 4) Eight (8) years of hands-on development experience using one or more of Java, J2EE, HTML5, CSS3, AngularJS, JQuery, Sprint, Enterprise Java Beans (EJB), Portlets, Java Server Pages, JSF/Struts, Hibernate, JPA, JSON, XML, WebSphere Application Server, WebSphere Portal Server, Oracle RDBMS, UNIX/Solaris, RAD/RSA and/or other similar tools and technologies.
Tester	Testers are responsible for testing (including Systems Test and Systems Integration Test) the software application to verify that the User Story Acceptance Criteria are achieved. Preferred minimum qualifications include: 1) Three (3) years of experience in a similar role on a project of similar size 2) Public sector experience 3) Eight (8) years of hands-on experience testing enterprise class web-based applications. 4) Six (6) years of hands-on experience testing applications developed using one or more of Java, J2EE, HTML5, CSS3, AngularJS, JQuery, Sprint, Enterprise Java Beans (EJB), Portlets, Java Server Pages, JSF/Struts, Hibernate, JPA, JSON, XML, WebSphere Application Server, WebSphere Portal Server, Oracle RDBMS, UNIX/Solaris, RAD/RSA and/or other similar tools and technologies. 5) 5. Three (3) years of experience development automated test scripts using HP Unified Functional Testing (UFT) and/or other similar tools and technologies.
Technical Support Team	The Team Technical Support members may include a mix of resources with the following skillsets: The Database Administrator collaborates with HHSC Database Administrators (DBAs) to address database changes from developers.

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Role	Responsibilities
	1) Manages database configurations for each Sprint's development and test environments.
	2) Documents and maintains database standards and guidelines on the project, and supports the development team with resolving database issues.
	Preferred minimum qualifications include:
	1) Three (3) years of experience in a similar role on a project of similar size
	2) Public sector experience
	3) Eight (8) years of hands-on experience performing database development / database administration in support of enterprise-class applications
	4) Four (4) years of database development/programming (Stored Procedures, Triggers, PL/SQL, etc.) and/or script writing experience.
	5) Four (4) years of Logical Database Administration of Oracle 11 and/or Oracle 12 databases, including, creating & documenting logical & physical data models, developing stored procedures/scripts/SQL and optimizing/tuning SQL
	6) Three (3) years of experience supporting teams performing application development using Agile methodologies
	The Build Engineer schedules builds and deployments for application development and test teams.
	1) Monitors build and deployment activities.
	2) Tracks and monitors successful completion of build and deployment.
	3) Collaborates with HHSC teams to streamline, build, and deploy processes.
	4) Documents and builds deployment activities.
	5) Uses approved HHSC tools including BMC Release Process Management (BRPM) and Jenkins to automate build & deployments.
	6) Ensures builds occur at the State-approved frequencies.
	Preferred minimum qualifications include:
	1) Three (3) years of experience in a similar role on a project of similar size
	2) Public sector experience
	3) Eight (8) years of hands-on experience performing build, and deployment (manual and automated) for enterprise class web-based applications.

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Role	Responsibilities
	4) Three (3) years of hands-on experience developing build and deployment automation using BRPM and/or Jenkins, or other similar tools and technologies, for Java/J2EE/WebSphere based applications The Code & Configuration Management Support Engineer is responsible for ensuring all code streams from clear case are managed according to the defined process. Responsibilities include maintaining the code & configuration repositories and merging code with all applications in the Health Registries application. 1) Uses approved HHSC tools including Rational ClearCase to ensure code is committed to source code based on defined parameters. 2) Strong understanding of Clear Case and State-approved Version Control and Merge processes. 3) Responsible for working with other State systems integration engineers to ensure all code streams from interdependent sprint team activity is aligned with the testing and the deployment schedules Preferred minimum qualifications include: 1) Three (3) years of experience in a similar role on a project of similar size 2) Public sector experience 3) Eight (8) years of hands-on experience performing code version control, build, and deployment (manual and automated) for enterprise class web-based applications. 4) Three (3) years of hands-on experience performing code & configuration management using ClearCase.

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2. Support Resources

The tables below define the support resources, responsibilities and the preferred qualifications of Development, Testing and PM Resources. Depending on the IT area and the Vendor contract, resources may include a blend of HHSC/DSHS and/or Vendor resources

Role	Responsibilities
Discovery Analyst	The Discovery Analysts have deep functional knowledge of the system. This team member reviews Epics defined by the Business Area, and identifies impacts and interdependencies before Sprint Planning occurs. The Discovery Analyst works with the Product Owners to document the functional requirements and communicate them to the Sprint Team through User Stories. The Discovery Analyst performs the following activities: 1) Works with the Product Owner to elicit, analyze, and elaborate Epics. 2) Works with the SMEs and Sprint Teams to provide a high-level estimate for the effort. 3) Decomposes Epics into User Stories defining both functional and non-functional requirements. 4) Provides additional information about User Story, Acceptance Criteria, and other details that are required to estimate and implement the User Story. 5) Supports high level estimation for Epics. 6) Leads story mapping sessions. 7) Analyzes and triages defects created by Sprint Team testers. Preferred minimum qualifications include: 1) Three (3) years of experience in a similar role on a project of similar size 2) Public sector experience 3) Knowledge of HHSC programs, Epidemiological and Disease Registries, and the related Federal and Texas laws and regulations 4) Five (5) years of hands-on experience performing requirements elicitation, backlog grooming, and developing user stories for enterprise class web-based applications. 5) Three (3) years of hands-on experience utilizing HHSC approved tools, including, Jira and Jama Contour.

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Role	Responsibilities
Application Expert (SME)	The SMEs, or, Application Experts have deep functional and application knowledge. The resource performs or assists with the following activities within their functional area of expertise: 1) Provides application expertise during User Story development. 2) Identifies Epic, User Story impact across applications 3) Approves design 4) Performs triage test defects and service requests from production during first two weeks of production implementation of a Sprint. 5) Understands the technical implications of the User Story. 6) Supports detailed design during Sprint development. 7) Defines database changes and data conversion approach. 8) Works with the Production Assurance Group (PAG) and Command Center on post go-live activities. Preferred minimum qualifications include: 1) Three (3) years of experience in a similar role on a project of similar size performing hands on development using Agile methodologies 2) Public sector experience 3) Strong knowledge of HHSC programs, Epidemiological and Disease Registries, and the related Federal and Texas laws and regulations 4) Ten (10) years of hands-on experience with enterprise class web-based application development. 5) Eight (8) years of hands-on development experience using one or more of Java, J2EE, HTML5, CSS3, AngularJS, JQuery, Sprint, Enterprise Java Beans (EJB), Portlets, Java Server Pages, JSF/Struts, Hibernate, JPA, JSON, XML, WebSphere Application Server, WebSphere Portal Server, Oracle RDBMS, UNIX/Solaris, RAD/RSA and/or other similar tools and technologies. 6) Three (3) years of providing functional and technical leadership to teams performing enterprise class web-based application development.
UX Analyst	The User Experience (UX) analyst applies user-centered design and usability methods to design the user interface for applications. The User Experience analyst is responsible for the following: 1) Engages with end users to get feedback for end user interface concepts as directed by HHSC. 2) Creates HTML, CSS, and other visual components of the application.

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Role	Responsibilities
	3) Validates that the application components meet the Americans with Disabilities Act (ADA) accessibility requirements. 4) Ensures consistency of visual design elements with approved style guidelines. 5) Preferred minimum qualifications include: 6) Three (3) years of experience in a similar role on a project of similar size 7) Public sector experience 8) Strong knowledge of user experience design & development, including compliance with ADA 9) Five (5) years of hands-on experience performing user experience and user interface design & development for enterprise class web-based applications developed using Java, J2EE, and related technologies. 10) Three (3) years of hands-on experience utilizing one or more of HHSC approved tools, including, Azure, MockPlus, HTML5, CSS3, PhotoShop
Senior Technical Architect	Senior Technical Architect manages overall technical support function, the primary focus is on following items: 1) Primarily responsible for the application architecture for applications managed by the Vendor. 2) Assesses Epics to identify interdependencies, technical constraints, including architecture impacts to implementation. 3) Participates in Epic architectural review and presents potential changes needed to application architecture, and recommendations for implementation. 4) Works with the functional and technical leads to identify and resolve both intra-phase and inter-phase integration issues. Preferred minimum qualifications include: 1) Three (3) years of experience in a similar role on a project of similar size performing hands on development using Agile methodologies 2) Public sector experience 3) Strong knowledge of HHSC programs, Epidemiological and Disease Registries, and the related Federal and Texas laws and regulations 4) Ten (10) years of hands-on experience in architecting, designing, developing, enhancing and maintaining enterprise-class applications on the J2EE application development platform. Hands on experience in all phases of SDLC is required.

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Role	Responsibilities
	5) Five (5) years of experience leading architecture & development teams in complex, enterprise-class, multi-system integration environments. Must have in-depth understanding and hands-on experience with designing and developing enterprise-class application system architectures 6) Five (5) years of hands-on architecture / design experience with IBM Middleware suite in Service Oriented Architecture environments 7) Five (5) years of hands-on experience developing and implementing best practices in the areas of application and database design, performance, scalability and maintainability.
Deputy Architect	1) Works alongside the Senior Technical Architect and Discovery Team to understand architecture changes needed to support implementation of new Themes/ Epics. 2) Monitors application behavior and recommends areas where tuning or changes are needed to optimize performance. Preferred minimum qualifications include: 1) Three (3) years of experience in a similar role on a project of similar size performing hands on development using Agile methodologies 2) Public sector experience 3) Strong knowledge of HHSC programs, Epidemiological and Disease Registries, and the related Federal and Texas laws and regulations 4) Eight (8) years of hands-on experience in architecting, designing, developing, enhancing and maintaining enterprise-class applications on the J2EE application development platform. Hands on experience in all phases of SDLC is required. 5) Three (3) years of experience leading architecture & development teams in complex, enterprise-class, multi-system integration environments. Must have in-depth understanding and hands-on experience with designing and developing enterprise-class application system architectures 6) Three (3) years of hands-on architecture / design experience with IBM Middleware suite in Service Oriented Architecture environments 7) Two (2) years of hands-on experience developing and implementing best practices in the areas of application and database design, performance, scalability and maintainability.
Test Lead	1) Manages execution of regression, integration, and performance test cycles. 2) Maintains and manages Regression and Performance test suite.

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Role	Responsibilities
	3) Escalates issues identified with regression and performance test cycle. 4) Coordinates regression testing of business functions with each software release. Preferred minimum qualifications include: 1) Three (3) years of experience in a similar role on a project of similar size performing hands on development using Agile methodologies 2) Public sector experience 3) Strong knowledge of HHSC programs, Epidemiological and Disease Registries, and the related Federal and Texas laws and regulations 4) Ten (10) years of hands-on experience with development and/or testing enterprise class web-based applications. 5) Eight (8) years of hands-on experience with development and/or testing applications developed using one or more of Java, J2EE, HTML5, CSS3, AngularJS, JQuery, Sprint, Enterprise Java Beans (EJB), Portlets, Java Server Pages, JSF/Struts, Hibernate, JPA, JSON, XML, WebSphere Application Server, WebSphere Portal Server, Oracle RDBMS, UNIX/Solaris, RAD/RSA and/or other similar tools and technologies. 6) Five (5) years of experience providing functional and/or technical leadership to teams performing development and/or testing of enterprise class web applications.
Regression Tester	1) Executes online, aging, and Batch regression test scripts/scenarios to test that application functionality continues to work as expected. 2) Coordinates with batch team for execution of batch regression cycle. Analyzes batch regression results and communicate discrepancies to Sprint Team. 3) Reports issues in regression to Sprint and Support teams. 4) Re-validates defects noticed in regression/batch cycle. Preferred minimum qualifications include: 1) Three (3) years of experience in a similar role on a project of similar size 2) Public sector experience 3) Eight (8) years of hands-on experience testing enterprise class web-based applications. 4) Six (6) years of hands-on experience testing applications developed using one or more of Java, J2EE, HTML5, CSS3, AngularJS, JQuery, Sprint, Enterprise Java Beans (EJB),

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Role	Responsibilities
	Portlets, Java Server Pages, JSF/Struts, Hibernate, JPA, JSON, XML, WebSphere Application Server, WebSphere Portal Server, Oracle RDBMS, UNIX/Solaris, RAD/RSA and/or other similar tools and technologies. 5) Three (3) years of experience development automated test scripts using HP Unified Functional Testing (UFT) and/or other similar tools and technologies.
Performance Script Creator	1) Creates and maintains load and stress scripts for online, batch, and Web Services. 2) Supports the Sprint Teams for capturing performance requirements, creating high performance design, profiling, and optimization of code. 3) Performs issue analysis and provides recommendations. Preferred minimum qualifications include: 1) Three (3) years of experience in a similar role on a project of similar size 2) Public sector experience 3) Eight (8) years of hands-on experience with performance (load & stress) testing of enterprise class web-based applications. 4) Six (6) years of hands-on experience with performance testing of applications developed using one or more of Java, J2EE, HTML5, CSS3, AngularJS, JQuery, Sprint, Enterprise Java Beans (EJB), Portlets, Java Server Pages, JSF/Struts, Hibernate, JPA, JSON, XML, WebSphere Application Server, WebSphere Portal Server, Oracle RDBMS, UNIX/Solaris, RAD/RSA and/or other similar tools and technologies. 5) Three (3) years of experience development automated performance test scripts using HP LoadRunner and/or other similar tools and technologies.
Performance Tester	1) Executes performance scripts to perform load and stress test to measure application's performance parameters for a given release. 2) Monitors production performance and conducts performance analysis. 3) Produces performance reports for weekly/monthly HHSC status reports. Preferred minimum qualifications include: 1) Three (3) years of experience in a similar role on a project of similar size 2) Public sector experience

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Role	Responsibilities
	3) Five (5) years of hands-on experience with performance (load & stress) testing of enterprise class web-based applications. 4) Three (3) years of hands-on experience with performance testing of applications developed using one or more of Java, J2EE, HTML5, CSS3, AngularJS, JQuery, Sprint, Enterprise Java Beans (EJB), Portlets, Java Server Pages, JSF/Struts, Hibernate, JPA, JSON, XML, WebSphere Application Server, WebSphere Portal Server, Oracle RDBMS, UNIX/Solaris, RAD/RSA and/or other similar tools and technologies. 5) Two (2) years of experience monitoring, analyzing, and reporting on application performance.
Vendor Contract Manager	1) Manages day-to-day contract activities including those related to release work plan and contract compliance. 2) Executes contract change management controls and procedures in coordination with HHSC. 3) Manages Vendor project resources and coordinates availability of resources to meet project deadlines. 4) Collaborates with HHSC to report and mitigate issues and risks related to Vendor contract resources. 5) Develops and implements a QA process to confirm that contract artifact quality and milestones are achieved, and stakeholders are satisfied. 6) Responsible for contract resource activities including coordination, communication, issue tracking/ resolution, scope management, change management, status reporting, QA, and artifact audits. Preferred minimum qualifications include: 1) Three (3) years of experience in a similar role on a project of similar size 2) Public sector experience 3) Knowledge of HHSC programs, Epidemiological and Disease Registries, and the related Federal and Texas laws and regulations 4) PMI-PMP, PMI-ACP, Certified Scrum Professional (CSP), or equivalent certification.

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3. Project Manager Support Resources

The tables below define the Project Management (PM) support resources, responsibilities and the preferred qualifications of Development, Testing and PM Resources. Depending on the IT area and the Vendor contract, resources may include a blend of HHSC/DSHS and/or Vendor resources.

Role	Responsibilities
HHS Account Executive	1) Provides business advisory services to HHSC to reduce project risk 2) Leverage experiences from Public Sector and technology practices where possible to guide the project team Preferred minimum qualifications include: 1) Three (3) years of experience in a similar role on a project of similar size 2) Public sector experience 3) Knowledge of HHSC programs, Epidemiological and Disease Registries, and the related Federal and Texas laws and regulations
Project Director	1) Establishes project standards and processes 2) Responsible for overall quality of services provided 3) Advises HHSC on business and risk issues related to the project 4) Reviews and finalizes project plans, schedules, and budget 5) Participates in project executive meetings 6) Manages Vendor's internal Quality Assurance (QA) review process 7) Assesses the effectiveness of resources, organizational structure, and roles 8) Makes sure project is effectively functioning 9) Responsible for Health Registries contract management and amendments, as necessary 10) Serve as primary point of contact for HHSC and Health Registries project executives 11) Prior to project initiation, serve as primary point of contact to HHSC key project staff Preferred minimum qualifications include: 1) Three (3) years of experience in a similar role on a project of similar size 2) Public sector experience 3) Knowledge of HHSC programs, Epidemiological and Disease Registries, and the related Federal and Texas laws and regulations

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Role	Responsibilities
	4) PMI-PMP, PMI-ACP, Certified Scrum Professional (CSP), or equivalent certification.
Project Manager	1) Manage day-to-day project activities for sprint delivery 2) Execute change management controls and procedures in coordination with HHSC 3) Manage Vendor project resources and coordinate availability of resources to meet project deadlines 4) Collaborate with HHSC to report and mitigate project issues and risks 5) Develop and implement a QA process to confirm deliverable quality, milestones are achieved, and stakeholders are satisfied 6) Responsible for activities of the project team including coordination, communication, issue tracking/resolution, scope management, change management, status reporting, QA, and auditing deliverables Preferred minimum qualifications include: 1) Three (3) years of experience in a similar role on a project of similar size 2) Public sector experience 3) Knowledge of HHSC programs, Epidemiological and Disease Registries, and the related Federal and Texas laws and regulations 4) PMI-PMP, PMI-ACP, Certified Scrum Professional (CSP), or equivalent certification.
Project Controller	1) Act as point of contact for any contract related issues 2) Manage, review and accept Sub-Contractor's invoices and deliverables for conformance with contract requirements 3) Manage Sub-Contractor's project budget and cost tracking 4) Manage on-boarding team members and orientation processes 5) Manage contractual relationships, administering agreements, administer and confirm resource availability, manage communications for reporting issue management with Vendor's executive staff, and manage fiscal reporting Preferred minimum qualifications include: 1) Three (3) years of experience in a similar role on a project of similar size 2) Public sector experience

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Role	Responsibilities
	3) Knowledge of HHSC programs, Epidemiological and Disease Registries, and the related Federal and Texas laws and regulations 4) Certified Public Accountant (CPA) or equivalent certification.
PM Lead	1) Develop a fully resource loaded project schedule that including tasks, subtasks, dependencies, begin and end dates by phase, and major milestone and deliverables from project inception to completion 2) Create and archive formal correspondence, deliverables, and invoices, liaisons with vendor supplier management staff 3) Provide weekly, monthly and annual status reports 4) Track and log project issues and risks 5) Gather performance metrics and prepare reports 6) Analyze performance information and trends, identify risks and issues regarding performance and compliance, and recommend mitigations, decisions, and actions to the Project Manager 7) Coordinate the roll-on and roll-off of staff, logistics, and contact lists Preferred minimum qualifications include: 1) Three (3) years of experience in a similar role on a project of similar size 2) Public sector experience 3) Knowledge of HHSC programs, Epidemiological and Disease Registries, and the related Federal and Texas laws and regulations 4) PMI-PMP, PMI-ACP, Certified Scrum Professional (CSP), or equivalent certification.
Delivery Manager (DM)	The Delivery Manager is responsible for overseeing the development and testing effort across multiple Sprints. DM is the responsible for coordinating changes across IT teams and understanding the dependencies and constraints. DM is responsible for: 1) Coordinates the Release Cycle Set Plan across the Sprint Teams. 2) Serves as a point of escalation for Scrum Masters. 3) Removes cross-team impediments and helps teams address cross-team issues. 4) Coordinates with the Release Manager for Release Cycle Set planning. 5) Oversees overall Agile process compliance. 6) Ensures that software delivery meets business needs. 7) Works with HHSC to define high level release structure. 8) Leads Sprint and functional support teams.

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Role	Responsibilities
	9) Identifies and escalates risk to software delivery. 10) Works with support teams to help ensure software delivery stays on track. 11) Works with Business Area and development teams to resolve schedule and delivery conflicts. Preferred minimum qualifications include: 1) Three (3) years of experience in a similar role on a project of similar size 2) Public sector experience 3) Knowledge of HHSC programs, Epidemiological and Disease Registries, and the related Federal and Texas laws and regulations 4) PMI-ACP, Certified Scrum Professional (CSP), or equivalent certification
Senior Technical Architect	Senior Technical Architect manages overall technical support function, the primary focus is on following items: 1) Primarily responsible for the application architecture for applications managed by the Vendor. 2) Assesses architectural impact to implement proposed themes/epics. 3) Participates in ARB and presents potential changes needed to application architecture and recommendations for implementation. 4) Works with the functional and technical leads to identify and resolve both intra-phase and inter-phase integration issues. Preferred minimum qualifications include: 1) Three (3) years of experience in a similar role on a project of similar size performing hands on development using Agile methodologies 2) Public sector experience 3) Strong knowledge of HHSC programs, Epidemiological and Disease Registries, and the related Federal and Texas laws and regulations 4) Ten (10) years of hands-on experience in architecting, designing, developing, enhancing and maintaining enterprise-class applications on the J2EE application development platform. Hands on experience in all phases of SDLC is required. 5) Five (5) years of experience leading architecture & development teams in complex, enterprise-class, multi-system integration environments. Must have in-depth understanding and hands-on

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Role	Responsibilities
	experience with designing and developing enterprise-class application system architectures 6) Five (5) years of hands-on architecture / design experience with IBM Middleware suite in Service Oriented Architecture environments 7) Five (5) years of hands-on experience developing and implementing best practices in the areas of application and database design, performance, scalability and maintainability.
Test Lead	1) Manages execution of regression, integration and performance test cycles. 2) Maintains and manages Regression and Performance test suite. 3) Escalates issues identified with regression and performance test cycle. 4) Coordinates regression testing of business functions with each software release. Preferred minimum qualifications include: 1) Three (3) years of experience in a similar role on a project of similar size performing hands on development using Agile methodologies 2) Public sector experience 3) Strong knowledge of HHSC programs, Epidemiological and Disease Registries, and the related Federal and Texas laws and regulations 4) Ten (10) years of hands-on experience with development and/or testing enterprise class web-based applications. 5) Eight (8) years of hands-on experience with development and/or testing applications developed using one or more of Java, J2EE, HTML5, CSS3, AngularJS, JQuery, Sprint, Enterprise Java Beans (EJB), Portlets, Java Server Pages, JSF/Struts, Hibernate, JPA, JSON, XML, WebSphere Application Server, WebSphere Portal Server, Oracle RDBMS, UNIX/Solaris, RAD/RSA and/or other similar tools and technologies. 6) Five (5) years of experience providing functional and/or technical leadership to teams performing development and/or testing of enterprise class web applications.
M&O Manager	1) Responsible for assessing defects reported in production, scheduling their repair, and coordinating testing for maintenance releases into production 2) Monitor the assignment of the Production Service Requests to the PSR team after creating it in HP Project and Portfolio Manager (HP PPM)

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Role	Responsibilities
	3) Monitor the creation of maintenance SRs for the issues if it is determined to be a system defect 4) Develop Structured Query Language (SQL) fixes for tickets that cannot be resolved through online action 5) Provide online solution to fix tickets that do not require SQL fixes Preferred minimum qualifications include: 1) Three (3) years of experience in a similar role on a project of similar size 2) Public sector experience 3) Knowledge of HHSC programs, Epidemiological and Disease Registries, and the related Federal and Texas laws and regulations 4) PMI-ACP, Certified Scrum Master (CSM), or equivalent certification.
Release Manager	Release Manager works with HHSC to plan upcoming releases and manages functional support teams comprising a Discovery Analyst, Subject Matter Expert (SME) and User Experience (UX) analyst. 1) Receives and responds to HLEE requests. 2) Works with Product Owner to help ensure the User Stories are ready for Sprint Teams before start of Sprint Cycle. 3) Works with Sprint Teams to support requirements and design of application. 4) Leads discovery analysts to ensure there are no requirements, and/or design gaps between business needs and application development. 5) Triages defects to Sprint Teams during Regression, Performance test phases. 6) Responsible for performing quality assurance and control activities for the release. 7) Collaborates with HHSC IT team on post go-live activities. Preferred minimum qualifications include: 1) Three (3) years of experience in a similar role on a project of similar size 2) Public sector experience 3) Knowledge of HHSC programs, Epidemiological and Disease Registries, and the related Federal and Texas laws and regulations

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Role	Responsibilities
	4) PMI-ACP, Certified Scrum Professional (CSP), or equivalent certification.
SME Lead	SME lead works with Release Manager and ADM. The Subject Matter Experts have deep functional and application knowledge. The SME performs or assists with the following activities within their functional area of expertise: 1) Provides subject matter expertise during User Story development. 2) Triage test defects and service requests from production during first two weeks of production implementation of a Sprint. 3) Understands the technical implications of the User Story. 4) Supports detailed design during Sprint development. 5) Defines database changes and data conversion approach. 6) Works with the Production Assurance Group (PAG) and Command Center on post go-live activities. Preferred minimum qualifications include: 1) Three (3) years of experience in a similar role on a project of similar size performing hands on development using Agile methodologies 2) Public sector experience 3) Strong knowledge of HHSC programs, Epidemiological and Disease Registries, and the related Federal and Texas laws and regulations 4) Ten (10) years of hands-on experience with enterprise class web-based application development. 5) Eight (8) years of hands-on development experience using one or more of Java, J2EE, HTML5, CSS3, AngularJS, JQuery, Sprint, Enterprise Java Beans (EJB), Portlets, Java Server Pages, JSF/Struts, Hibernate, JPA, JSON, XML, WebSphere Application Server, WebSphere Portal Server, Oracle RDBMS, UNIX/Solaris, RAD/RSA and/or other similar tools and technologies. 6) Three (3) years of providing functional and technical leadership to teams performing enterprise class web-based application development.
Master Reference Schema Analyst	Master Reference Schema Analyst is responsible to managing maintaining the Master Reference Schema for Health Registries and associated applications in the scope of this contract. The Master Reference Schema Analyst will have deep functional and application knowledge. Preferred minimum qualifications include:

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Exhibit - L Health Registries Project Personnel
Texas Health and Human Services Commission

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Commissioner

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Role	Responsibilities
	1) Three (3) years of experience in a similar role on a project of similar size performing hands on development using Agile methodologies 2) Public sector experience 3) Strong knowledge of HHSC programs, Epidemiological and Disease Registries, and the related Federal and Texas laws and regulations 4) Eight (8) years of hands-on experience performing database development / database administration in support of enterprise-class applications 5) Four (4) years of database development/programming (Stored Procedures, Triggers, PL/SQL, etc.) and/or script writing experience. 6) Three (3) years of experience managing Master Reference Schema for applications of similar complexity 7) Three (3) years of experience supporting teams performing application development using Agile methodologies
Configuration Management Analyst	1) The Configuration Management Analyst is responsible for leading the team of Code & Configuration Management Support Engineers and Build Engineers to ensure that all code streams from clear case are managed according to the defined process and that the builds & deployments are performed according to the defined schedule. Responsibilities include maintaining the code & configuration repositories and merging code with all applications in the Health Registries application. 2) Uses approved HHSC tools including Rational ClearCase to ensure code is committed to source code based on defined parameters. 3) Strong understanding of Clear Case and State-approved Version Control and Merge processes. 4) Responsible for working with other State systems integration engineers to ensure all code streams from interdependent sprint team activity is aligned with the testing and the deployment schedules Preferred minimum qualifications include: 1) Three (3) years of experience in a similar role on a project of similar size 2) Public sector experience 3) Eight (8) years of hands-on experience performing code version control, build, and deployment (manual and automated) for enterprise class web-based applications.

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Role	Responsibilities
	4) Three (3) years of hands-on experience performing code & configuration management using ClearCase.
	5) Three (3) years of hands-on experience developing build and deployment automation using BRPM and/or Jenkins, or other similar tools and technologies, for Java/J2EE/WebSphere based applications

4. Other Technical Domain Support Resources

The tables below define other technical support resources, responsibilities and the preferred qualifications of Development, Testing and PM Resources. Depending on the IT area and the Vendor contract, resources may include a blend of HHSC/DSHS and/or Vendor resources.

Role	Responsibilities
Technical Support SMEs for Various other Domains	Technical Domain Support SMEs are required for various domains and modules in the Health Registries application. They work with the various Sprint teams and other State-approved resources. These technical support Subject Matter Experts have deep functional and application knowledge. The SME performs or assists with the following activities within their functional area of expertise. 1) Provides subject matter expertise during User Story development. 2) Triage test defects and service requests from production during first two weeks of production implementation of a Sprint. 3) Understands the technical implications of the User Story. 4) Supports detailed design during Sprint development. 5) Defines database changes and data conversion approach. 6) Works with the Production Assurance Group (PAG) and Command Center on post go-live activities. Preferred minimum qualifications include: 1) Three (3) years of experience in a similar role on a project of similar size performing hands on development using Agile methodologies 2) Public sector experience 3) Strong knowledge of HHSC programs, Epidemiological and Disease Registries, and the related Federal and Texas laws and regulations 4) Ten (10) years of hands-on experience with enterprise class web-based application development.

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Role	Responsibilities
	5) Eight (8) years of hands-on development experience using one or more of Java, J2EE, HTML5, CSS3, AngularJS, JQuery, Sprint, Enterprise Java Beans (EJB), Portlets, Java Server Pages, JSF/Struts, Hibernate, JPA, JSON, XML, WebSphere Application Server, WebSphere Portal Server, Oracle RDBMS, UNIX/Solaris, RAD/RSA and/or other similar tools and technologies. 6) 6. Three (3) years of providing functional and technical leadership to teams performing enterprise class web-based application development.

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Exhibit M:
FNS Handbook 901 Federal Procurement Clauses

**DSHS Health Registries
Software Development and Maintenance Services
(HRSD&MS)
RFO No. HHS0001166
Texas Department of State Health Services
(DSHS)**

A11. Federal Procurement Clauses

A11.1   Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." (2 CFR 200, Subpart F, Appendix II)

The EEO clause must be included or the State must have its own EEO similar clause.

See the Department of Labor Executive Order 11246 – Equal Employment Opportunity for more information.

A11.2   Clean Air and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (2 CFR 200, Subpart F, Appendix II)

A11.3   Anti-Lobbying Act

This Act prohibits the recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative branches of the Federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 2 CFR 200, Subpart F, Appendix II, for persons entering into a grant or cooperative agreement over $100,000, as defined at 31 U.S.C. 1352, the applicant certifies that:

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

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

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

A11.4   Americans with Disabilities Act

See the Americans with Disabilities Act website for more information.

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

A11.5   Drug-Free Workplace Statement

The Federal government implemented 41 U.S. Code § 8103, Drug-free workplace requirements for Federal grant recipients in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides.

United States Department of Agriculture

Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

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

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

3. Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.

4. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

Transactions subject to the suspension/debarment rules (covered transactions) include grants, subgrants, cooperative agreements, and prime contracts under such awards. Subcontracts are not included.

A11.6 Royalty Free Rights to Use Software or Documentation Developed

2 CFR 200.315 Intangible property.

(a) Title to intangible property (see §200.59 Intangible property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in §200.313 Equipment paragraph (e).

(b) The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

(c) The non-Federal entity is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

(d) The Federal Government has the right to:

(1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and

(2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

A11.7 Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (2 CFR 200, Subpart F, Appendix II)

States to include in RFP and Contract a statement of certification by the vendor, such as "By signing this contract, the vendor certifies it is not suspended or debarred as specified by these rules."

Exhibit O:
DSHS Health Registries
Detailed Registry
Requirements

DSHS Health Registries

Software Development and Maintenance Services

(HRSD&MS)

RFO No. HHS0001166

Texas Department of State Health Services

(DSHS)

Texas Health and Human Services

Texas Department of State Health Services

John Hellerstedt, M.D.
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Exhibit - O DSHS Health Registries Detailed Registry Requirements
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1. Detailed Registry Requirements

This document presents the detailed requirements for each of the DSHS Health Registries. Detailed requirements are broken out into the following requirement categories:

  a. Common Across all Registry Requirements (CAR)
  b. Common Across Two or More Registries (2oM)
  c. Registry Specific Requirements (RSR)

The following Health Registries detailed requirements include, but are not limited to, the following:
  a. EMS/Trauma
  b. Birth Defect
  c. Child and Adult Blood Lead
  d. Texas Healthcare Safety Network (TxHSN)
  e. TB/HIV/STD (THISIS)

For each of the registries specific requirements, start on page nine (9). The requirements that are common across all registries are in the table below:

Requirement ID#	Common Across All Registry Requirements
CAR-001	The system must have the capability to import and filter data from a variety of sources (hospitals, prenatal diagnosis facilities, fetal death certificates, statewide hospital discharge databases, providers, doctors, hospitals, laboratories etc.). Users must be able to modify import format specifications as needed to keep up with format changes.
CAR-002	Vendor must build a single State owned repository to relocate all registry specific requirements, test scenarios, defects, release notes, and other DSHS items into the DSHS State owned repository within six (6) months of the Operations Start Date or other state approved date.
CAR-003	Vendor must use the State owned repository for all DDI, MNT, TAM, requirements, defects, release notes, test scenarios and other DSHS items.
CAR-004	Identify and propose application changes designed to meet and improve DSHS system performance for each registry.
CAR-005	The system must be able to archive historical data separately from active data sets if needed due to storage constraints. (Now, they are kept forever. Future will be covered by HRI standards.)
CAR-006	The system must allow authorized users with appropriate permissions to manually assign and transfer responsibility of records, reassign completed records, and assign pending records as needed .
CAR-007	The system must provide processes that validate and filter the data that is imported from all sources. It must distinguish between approved and non-approved data. It must provide workflow processes for tracking and approving data.
CAR-008	The system must allow user to set predetermined event notifications (alerts) based on workflow conditions, including dates, timeliness, number of pending items, and similar workflow- related items. Note: The administrator would set the majority of alert criteria. Where possible, permit other users to set some criteria.

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Requirement ID#	Common Across All Registry Requirements
CAR-009	The system must allow unified authentication/ authorization services with standard agency network authentication (Active Directory).
CAR-010	The system must facilitate data analysis capability for current and legacy data that accommodates both basic and advanced users. (ex: identify data patterns and trends)
CAR-011	The system must provide for algorithmic automatic decision assistance tools. E.g. If the record is not submitted in 30 days, RAC and account manager must be contacted.
CAR-012	The system must have a help system that provides the user with context sensitive help based on their location/active focus in the application, including but not limited to application specific help and external links to online documents (procedure manual, coding manual, etc.). Accessing the help system must use a separate process/window and must not cause the users to lose their place in the application.
CAR-013	Administrators must be able to update/edit help documentation.
CAR-014	The system must provide a tracking log of changes made to database field and table structure for all changes allowed through the normal user interface. The system allows users (not IT) to adjust these settings. Tracking includes who, when, what, and why changed. (Must prompt the user for why.)
CAR-015	Records are not tagged by users, instead captured by workflow (they should still be tagged in the workflow by the user?) is this process automatic?
CAR-016	The system must have the ability to spellcheck memo (CLOB) fields, as appropriate. User must have the option of correcting text, making no change, or adding to the dictionary.
CAR-017	The system must support persistent labeling of extracted data according to a standard nomenclature rather than internal system tables/field designations. (Ex: LAST NA = Last Name)
CAR-018	System messaging must support HL7 2.6 or higher and 3.0 or higher formats for data domains with H L7 standards.
CAR-019	The system must provide an administrator the ability to create designated role functionality with specific rights to users in data quality management, tools for the purpose of record duplication checking and resolution.
CAR-020	The system must allow export of data in multiple formats readable by commonly used analytical tools (Ex: Excel, SAS, SPSS - statistical software). These formats must include delimited text, and fixed- width text. The system will provide a tool for mapping queries/reports to a given export format (Ex: wizard) that are usable without programming experience. (Ref: HRI Requirement BUS - 33)
CAR-021	The system must give administrators the ability to lock out all or a group of non-administrator users.
CAR-022	The system must support the sharing of queries with other system users based on user roles. (Ex: SuperUserl creates a query for BasicUser2)
CAR-023	The system must allow inclusion of all historical data migrated from all legacy systems. Historical data must be accessible in the new system even if some historical data fields are no longer actively updated.
CAR-024	The system must provide real-time monitoring and viewing of record workflow status.

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Requirement ID#	Common Across All Registry Requirements
CAR-025	The system must replicate/mirror the transactional database to the analysis database no less often than nightly. (This analysis database is not the same thing as the BD analytical database.)
CAR-026	Related to drop down functionality, the system must allow entry option to include codes or key words to quickly reach desired data entry without having to go through a long list. (ex: predictive text or pre- populating fields)
CAR-027	The system must support both the import and export of data in HL7 2.6 / 3.0 or higher formats for data domains with HL7 standards.
CAR-028	The system must provide rules for error rejection based on critical errors versus error flagging for non-critical errors. Rules must be well documented with description error notes in data dictionary and help system.
CAR-029	The system must have an archival strategy in place at startup.
CAR-030	Related to drop down functionality, the system must allow for customizable lists by authorized users or situational context to limit list specific to them (e.g.: list of local hospitals only). Allow customization to include defaults based on dependencies.
CAR-031	For manual entry, the system must perform data validation on the data entry screen for each field (e.g.: real time correction) according to each HHSC program data validation standards and guidelines.
CAR-032	The system architecture must support a reporting database separate from the transactional database. The reporting database could be in a relational table (Data warehouse), De-normalized tables or any other format as required by the State.
CAR-033	The system architecture must support scalability.
CAR-034	The system must provide authorized users tools to configure business and data validation rules.
CAR-035	The Vendor must provide full unit testing coverage for all core functionality. Unit testing, functionality testing, performance and load testing must all be fully documented and done prior to UAT by DSHS and Production installation.
CAR-036	The system must have the capability to run queries on errors and warnings pertaining to submitted records and workflow items.
CAR-037	The system shall allow for configurable printout of submitted record(s). Output formats must include ability to duplicate hard copy of abstraction paper form.
CAR-038	The Vendor will provide adequate documentation to allow users and support staff to maintain and use the system throughout the system lifecycle, including installation, support, and the maintenance lifecycle. (ex: helpdesk manual, user training, data dictionary, data model data mapping, etc.)
CAR-039	The system must allow secure user authentication and role-based user authorization. The system must facilitate management of user logins by an agency configurable profile. Authorization must minimally be by password or through integrated agency login validation. (ex: active directory)

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Requirement ID#	Common Across All Registry Requirements
CAR-040	The system must track and log user account activation and user activity for monitoring use and security purposes. User activity tracking must include specific record access, additions, changes, time stamp, etc., made by each individual.
CAR-041	The system must meet DSHS approved technology, HHS security and accessibility standards including but not limited to HIPAA, ADA (508c), WCAG2.0.
CAR-042	The system must facilitate management of user privileges based on defined roles rather than a case-by-case basis.
CAR-043	Based on role, the system must allow for management of user report access privileges.
CAR-044	The system must be scalable to allow growth and expansion. The system must be minimally scalable to meet projected growth needs for the next ten years. (Ex: BLS is currently adding 600,000 plus records at a proportional rate of 110 percent per year.) Additionally, the system must allow expansion for other registries, data sources, data types, and data elements.
CAR-045	The system must facilitate import and export of data via XML
CAR-046	The system must provide a completely dynamic query tool that allows searching by any single data point. Search results must be sortable and allow user to view and perform appropriate actions on records found. Note: this focuses on locating - finding, viewing, and performing actions on the record inside the system. (Ex: The system must be able to efficiently search at least 25 million records.)
CAR-047	The system must ensure the capability to allow the backup, recover and restore of system database files and objects. (Ex: Data replication processes must be complete prior to scheduled backups.)
CAR-048	The solution must provide interfaces for data exchange(e.g. API, web services)
CAR-049	The system must have the ability to govern and manage reporting queries internally (through the reporting tool) to avoid system performance issues.
CAR-050	The system must provide immediate notification of a failed report to the requesting user, providing translatable, user-friendly reasons and have the error code available for debugging.
CAR-051	Reset user passwords according to agency security standards. For example: if password reset is required, users must follow agency security standards regarding reuse of prior passwords.
CAR-052	The vendor will provide Administrative User training that must address, but not be limited to, system functionality, report generation, system administration, and other operations. Trainees and users will be provided hardcopy and electronic documentation
CAR-053	The system must facilitate the prevention of duplicate records.
CAR-054	The system must facilitate data warehouse functionality.
CAR-055	The system must provide ad hoc reporting capabilities.
CAR-056	Data encryption is required. Patient specific data must be encrypted at rest and during transmission .
CAR-057	The system must provide password reset functionality. Allow agency to set requirements for password reset.

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Requirement ID#	Common Across All Registry Requirements
CAR-058	User training must be accomplished by using a train- the-trainer approach.
CAR-059	The system shall have the ability to display/broadcast messages on front page for all users or a group of users.
CAR-060	System security includes dual authentication standard (two factor) from DSHS and challenge questions for login.
CAR-061	The solution must include a separate test environment.
CAR-062	The system shall have capability to display data in Geographical Information Systems (GIS) format, where possible.
CAR-063	The system must have data entry screens designed to be as efficient as possible, with data entry matching the normal flow of data acquisition.
CAR-064	The system must ensure that archived data will be accessible for data analysis.
CAR-065	The system must allow generation of reports on aggregated data at various levels to allow comparisons between facilities, or area performance against other standards.
CAR-066	The system must provide reports in multiple printable formats, including HTML, CSV/Excel and pdf.
CAR-067	The system must allow for authorized external users to save reports in any given allowable export format including but not limited to XML, DBF, Excel, SAS, SPSS, fixed width, CSV.
CAR-068	The system must allow for authorized internal users to save reports in any given allowable export format including but not limited to XML, Excel, SAS, SPSS, fixed width, CSV.
CAR-069	For data entry of a new record, the system cannot save the record unless it meets minimum data requirements based on type of record and user permission. Users with higher permissions can override and save the record.
CAR-070	The system must have the ability to allow the report designer to limit report findings to desired subset/groupings for both ad hoc and standard reports.
CAR-071	The system must include development and processing of common reports. Authorized users will have the ability to modify these reports and develop new common reports, which will be available on the system to all authorized users.
CAR-072	Documentation must be provided for vendor updates to the system. User training must be provided online or in person for major changes/new version releases.
CAR-073	The system will allow event driven (time/date or data modification) reports, emails and alerts.
CAR-074	The system must support the sharing of reports and queries per user role in group. Common reports that are developed will be available on the system to all users.
CAR-075	The system must provide a web based graphical user interface (GUI).
CAR-076	The system will enable authorized users to run reports of system users, roles and/or groups with various parameters and filterable columns.
CAR-077	The system must have the capability to accommodate manual data entry.
CAR-078	The system must uniquely identify individual records.

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Requirement ID#	Common Across All Registry Requirements
CAR-079	The system must provide drop down functionality for fields requiring a range of data entry (use pick list or check box wherever possible). Must provide auto-populate when applicable. Where possible, the pick list idea should be presented as checkboxes. or similar mechanism, so you can actually see what you checked.
CAR-080	The system must have the capability to grey-out fields if not applicable and pre-fill as applicable, based on context or linked records. (Ex: region of jurisdiction is based on county of residence, using patient, health care provider, case coordination, and case finding data / employer data to pre-fill new record. if patient did not arrive by EMS, exclude entry of related data)
CAR-081	The system must allow authorized users to delete records as needed while keeping necessary data elements that are pulled from the record or entered by the user. (ex: abstraction, case finding, or any other type of record.)
CAR-082	The application and platform used must provide application upgrades/security patches to protect against known vulnerabilities. The system should be designed according to industry standard practices for systems holding confidential information, and should be designed to resist common attacks such as sql injection and cross-site scripting
CAR-083	The system's role-based security shall allow for the addition of new users and the termination of existing users (including administrative users) without compromising the system's security.
CAR-084	The system must accommodate the creation of roles with limited elevated privileges and administrative capability, in addition to a system administrator role.
CAR-085	The system will log (date/time) for changes, updates, deletes, additions to patient specific records to track changes of these records over time.
CAR-086	The system must support the ability to restrict changes to certain data elements according to specified program rules or State laws, including time period, geographical region, type of record, etc. (Ex: An adult record type can never be changed to a child record.)
CAR-087	The system must provide context appropriate standard query tools that allow searching for accounts or records. Search results must be sortable and allow user to view and perform appropriate actions on records found.
CAR-088	The system must provide the capability to run and save queries and results to the database storage area, database, and local system.
CAR-089	The system must provide error and success reports to users for all batch data loaded into the system. The report must include error type (Ex: rejection, empty or inaccurate data fields, or duplicate) and specific definition.
CAR-090	The system must be able to delete records in bulk by an authorized user. DSHS App Dev (super users) only using the applications SQL processing module.
CAR-091	The system must meet applicable federal, state, HHSC Enterprise, and DSHS agency-specific security standards.
CAR-092	The system must allow automated termination of user sessions based on non-activity. Timed log-offs need to provide a notification message prior to timeout. Must also have the ability to turn this feature off. (Currently the BLS Group does not require application suspension due to non- activity.)

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Requirement ID#	Common Across All Registry Requirements
CAR-093	The system must only allow users to update or correct data for which their role gives them jurisdiction.
CAR-094	The system must allow for assignment of multiple roles to user accounts. Users must not be restricted to a single role in the system.
CAR-095	The system must support various/multiple file formats for interfaces of data submitted (data broker).
CAR-096	The system must be Web-based and browser agnostic.
CAR-097	Vendor must provide cost estimate on all deliverables based on level of effort (hours and staff required for DDI, SMS, and TAM). Vendor described parameters that have limitation or constraints to any deliverables will not be accepted.
CAR-098	Vendor must have the current Web application Archive (WAR) files for all the registries with the build script in the cloud or in a separate physical disaster proof location that can be accessed by DSHS anytime.

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2. Common Across Two or More Registries (2oM)

Requirement ID#	Common Across Two or More Registries
2oM-BLR-DC22	The system must restrict access to an account or record when performing record modification.
BDR-DA2	The system must have data extraction tools to support multi-dimensional (using criteria from multiple data tables and multiple fields) for external analysis of the data. The tool must accommodate both basic and advanced users.
BDR-DA4	The system must provide standard reports for all standard BDES / BLS registry tasks.
BDR-DC23	The system shall allow editing of previously completed individual records. The workflow for a process will be defined by user role. (ex: administrator does minor edits on completed records.)
BDR-DC28	The system must be able to link related records where required to support business processes. (ex: possible cases from case finding process - to abstracted cases, BDES record to abstracted case, N BS record to abstracted case, parent to child, sibling and relatives.)
BDR-DA3	The system must allow analysis to include use of linked external data. Ability to cross reference and match with any other imported data. The system must be able to minimally link for individuals, facility, location.
BDR-DC35	The system's workflow rules must support complex rules for record/case assignment, based on both record/case data and metadata. (ex: a quality reviewer must never be randomly assigned the task of reviewing their own work).
BDR-DI1	The system must allow authorized downloads of data for verification purposes that comply with HIPAA requirements. When data comes out of the system, it must meet HIPAA requirements.
BDR-INF7	The system must use a relational database management system for data storage and must follow industry standard practices for normalization and other data base performance management.
BLR-DC51	For authorized users of the system, the system must capture the User ID information and document the results of quality assurance business processes
BDR-INT3	The system must support linkage to Regulatory, Vital Statistics, CHS, and CMS data.
BDR-NOT1	The system must provide tracking log of changes made to all individual client/patient records (case finding and abstracts) allowed through the normal user interface. Tracking includes who, when, and what the change was.
BLR-DC19	The system must provide live data validation checks during workflow processes and prior to completion of the record.
BLR-DA10	The system must meet DSHS web application and publishing standards.
BLR-DA5	The system must allow reporting and analysis of workflow tasks and activities at least weekly.
BLR-DC40	The system must be able to assign a latitude and longitude to every address in the system for GIS mapping purposes.

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Requirement ID#	Common Across Two or More Registries
BLR-DC52	The system must be able to sort data from tables or flat views on any possible combination of fields.
BLR-DC18	The system must provide the ability to take batches of field data entry of records and update, process, and synchronize them to online system. (Ex: Home Assessments, ELI data from PB 103).
BDR-DA9	The system must be able to export data in the formats required by CDC, N BDPN, ICBDR, etc. The format must be flexible to accommodate changes from the organization.
BLR-DC21	When multiple users are accessing the same record, an individual record from an account must be locked if the update is related to what another user is working on.
BDR-DC30	The system cannot save an abstraction record unless it meets minimum data requirements based on type of record.
BDR-DC38	The system shall have the ability to define and automatically map specific sets of codes to standardized codes. (ex: ICD-9 to ICD- 10, birth defect codes, hospital codes) Note: Must know which code was the originally entered code so can properly retranslate if a code changes. This may include having extra data fields for each type of code, and the ability to import cross-walk tables rather than enter the mapping by hand.
BLR-DC25	The system must distinguish the difference in workflow stages (case stages) to allow proper workflow, appropriate reports, and queries. (Ex: Verifying addresses and patient information, producing batch processing reports, and identifying duplicate lab results.)
BLR-DC37	The system must track workflow status of individual records. The record status will be updated by user actions in the standard workflow and also be editable by an administrator if record modification is needed. (Ex: User can view records at the data pre-processing stage but cannot modify the record.)
BDR-DC9	The system must provide immediate duplication checking and resolution of case finding (possible cases) and abstraction (true cases).
BDR-SEC20	The system must accommodate the needs of BO telecommuting and home-based users.
BLR-DC41	Standard workflow must include functionality for a user to roll back record updates / Workflow Status within a specified record stage. (Ex: Undo a wrong address assigned to a record.)
BLR-DA9	The system must allow external users restricted access to produce ad hoc aggregate reports via a portal that uses an automated registration method. The registration method will include a caveat/agreement page. (Ex: SOUPFIN)
BLR-DC20	The system must provide live duplication checking upon data entry, immediate duplication checking after a work flow process, and back end duplication checking. It must flag duplicate records based on prescribed rules. It must give the ability to clear the flag.
BLR-DC64	While importing data, the system must identify discrepancies in data codes. The system must notify the user importing the data and system administrator.
BLR-DC66	The system must have ability to list other health conditions besides lead. (Ex: asthma, ADHD, high blood pressure, autistic)
BLR-DC71	The system must brand every record with the origin, source, date and time of creation. Should a duplicate record be found between electronic and manually entered records after

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Requirement ID#	Common Across Two or More Registries
	applying QA/QC procedures, both records can be merged and both brands and dates will be kept.
BLR-DC23	The system must allow an administrator the ability to restrict access to an account or record when performing a batch data import.
BLR-DC77	The system must allow the Case Coordination User the ability to manually open, close, and/or edit current or new cases, due to new events on records.
BLR-DC39	The system must allow an editable, flat table view at the data pre- processing stage, processing stage, and back end database standardization stage.
BLR-DC53	The system must be able to apply the Soundex function to any text field within any index or view on any possible combination of fields.
BLR-DC76	The system must have the capability to automatically open and close cases (en mass) based on prescribed defaults, and the administrator must have the ability to change the defaults. (Ex: Upon import of data a case will be closed due to a low lead level follow up result.)
BLR-GEN19	The system must allow the administrator to assign user roles and permissions for each module. (Ex: User may have access to a module but restricted from wizards/processes within that module.)
BLR-DI1	The system must allow the export of de-identified data for reporting purposes.
BLR-GEN20	The system must provide the ability to filter record views based on user roles and permissions.
BLR-GEN6	The system must give users capability to flag a record to indicate a question and the flag will follow the record until the question is answered and the flag is turned off.
BLR-GEN17	The system must have wizards within modules but not between modules. (Ex wizards: reports, address standardization, data import/export, batch process .)
BLR-INT4	The registry must provide the capability for data linkage and information exchange for core individual identifier fields between the registry system and a registry patient linkage index.
BLR-NOT11	The system must be able to notify the user with an accurate, real-time progress bar, percent complete and time left of a process. A process contains many sub processes that will need to be taken into consideration when calculating a measurement of the whole process. (Ex: importing 4 million records)
BLR-NOT6	The system will notify the user of actions to be taken on accounts which need review upon login to the system. This feature is dependent on user roles. (Ex: A Case Coordination User logs in and receives an alert to call a provider due to a high lead level recently processed in the system.)
BLR-REP10	The system must provide Administrators the ability to perform real-time monitoring and viewing of other user's workflow status.
BLR-REP16	The system must allow the Administrators to run performance reports on other users.
BLR-REP17	The system must provide the capability for users to run their own performance reports on their system activities.

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Requirement ID#	Common Across Two or More Registries
BLR-REP6	The system must be able to develop a report that would include any possible combination of variables collected by the system. (Ex: Fields in Child Table, Fields in Case Table)
BLR-DC91	The system must be able link a memo field type to any record and associate or provide a link in a memo field to another record.
BLR-UI2	The system must allow for multiple screen browsing without screen/window deactivation . (Ex: user can toggle between two screens/windows within Maven application.)
BLR-UI3	The system must allow for window resizing up to maximum full screen.
HAI-DA1	The system must facilitate data mining capability of current and historic data (e.g., identify data patterns and trends).
HAI-DS3	The system must provide a submission validation check prior to acceptance into database.
HAI-DS4	The system must include a separate holding area that will allow data to be validated before acceptance into database and will not impact production operations.
HAI-DS8	The system must allow submission of batch data files and reject specific files with data field errors.
HAI-NOT2	The system must provide tracking log of records (any data element) to include modifications with (who was logged in) user name, date and time stamp related to the database structure or data broker parsing. Assumes system allows users (not IT) to adjust these settings.
HAI-NOT4	The system must provide data quality service notification automatically due to (delete-persistent) submittal errors . Notification must be provided to the submitter and include error type (e.g., rejection, empty or inaccurate data fields or duplicate) and specific definition. (Data validation, duplicate records, error reporting to submitter & user, and file validation)
HAI-NOT5	The system must notify the submitter via e-mail to confirm the acceptance or rejection of a file in a timely manner (immediately when applicable). If a record is rejected, notification must include reason for rejection and specific error type and definition.
HAI-NOT6	The system must send file transfer (or public submission) notification and validation receipt via e- mail. Receipt must go to the submitter (or public submission) and the owner (e.g., local agency) as applicable.
HAI-NOT7	The system will allow contact communication to be tracked and send predefined emails individually or in batch through the system.
HAI-NOT8	The system must allow user to set predetermined date driven notifications (alerts) to include system reminders and emails related to contacts with facilities and Regulatory data updates to include letters, email, phone calls and faxes.
HAI-DS11-A	Authorized facility users can update their own contact information and certain "Facility" record data using Maven.
HAI-SEC10	Based on role, the system must allow for management of user accounts. Ensure that specific users can be grouped and defined as one of the roles.
HAI-SEC13	The system must provide for a sufficient number of administrative roles to accommodate all levels of system access and security.
HAI-SUP1	Provide general help functions and access to FAQ documentation. Include a dynamic library or Wiki for Frequent Asked Questions (FAQ).

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Requirement ID#	Common Across Two or More Registries
HAI-TRA2	User training must be provided through multiple delivery methods (e.g., on-site, on-line training, Web-based tutorials, Webinars, etc.).
TRIS-DI4	The system must allow export of data to other applications (e.g., Excel, SAS, SPSS (statistical software), Business Objects Enterprise [formerly Crystal Reports]) for selected analysis or reporting.
TRIS-DS23	The system shall allow DSHS Registry Staff to add notes to each entity's account regarding contacts, issues, resolutions, etc.
TRIS-INF6	Application Upgrades to protect sensitive data (OWASP standards)
TRIS-REP10	The system must support de-identified reporting on Key Performance Indicators (KPI's), benchmarking elements at the state level (e.g., comparing local performance against the state average, or comparing hospitals by trauma designation level, comparing Facility and specific hospital unit). The system must also consider comparison at national level.
TRIS-REP2	The system shall facilitate the search of a previously submitted individual record.
TRIS-REP4	The system shall have the capability to run performance reports on data / metadata for individual users / facilities.
TRIS-SEC12	Staff and role designation process should be Web-based and not complex. Designation shall include assignment of new personnel or replacements.
TRIS-SEC14	Computer and network authentication is required for security.
TRIS-SEC5	Each agency/facility needs to have the right to determine who can submit data on their behalf and who can receive subsequent information back.
TRIS-SEC6	The system shall allow agency defined role based access to specific agency data for other entities (facilities/public. e.g., allow capability for hospital and/or specific Medical Director to see the selected EMS data).
TRIS-SEC7	The system shall allow automated desktop log-off based on non-activity. Timed log-offs need to consider all activity on the desktop and/or provide a notification message of timeout.
TRIS-SEC8	The system must only allow an authorized entity to update or correct their data.
TRIS-SUP2(b)	Help desk support with a live operator must be available during normal business days (Monday through Friday) for 8 hours per day. Must respond within 12 business hours.
TRIS-SUP2(d)	If live operator is not available for immediate response, the help desk must reply to messages or e-mails within 4 business hours.
BDR-DC11	The system shall prevent a user from merging abstraction records if one or more of the records is actively in use by another user or assigned to a workflow state disallowing external editing.

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3. EMS/Trauma Registry Specific Requirements

Requirement ID#	EMS/Trauma Registry Specific Requirements TRIS also known as EMSTR
RSR-TRIS-DA3	The system shall allow analysis to include use of linked data and have the capability to track outcomes.
TRIS-DI2	The data from current registry must be migrated into the new registry.
TRIS-DI3	Conversion of data from current system can be considered as a separate timeline so as not to slow down or jeopardize movement to the new registry.
TRIS-DM10	The system shall facilitate hospital to hospital linkage and should be able to assimilate levels of multi-facility tracking of individual patients.
TRIS-DM11	The system must support variation of linkage (e.g., transport – hospital – transport – hospital).
TRIS-DM12	The system must establish a unique identifier for each trauma patient/incident.
TRIS-DM8	The system must facilitate linking of corresponding EMS and Hospital registry records.
TRIS-DS1	The system must allow manual on-line entry and updating of individual records.
TRIS-DI1	The registry must allow authorized Trauma providers to download raw data for specific reporting and analysis purposes that comply with HIPAA requirements.
TRIS-DS10	The system shall allow for entry of GPS data and reported in multiple formats (e.g., degree-decimal versus degree-min-sec) that can be converted into a single common format.
TRIS-DS13	The system shall facilitate amendment and replacement of previously submitted individual records that are found to be incorrect. History of change (including who made it and when) must be maintained. (Provide audit functionality to track deleted/changed records)
TRIS-DM1	The system shall be compliant with the most current NEMSIS standard and discretion of the program.
TRIS-DS14	The system shall provide timely notification of rejected submittal(s). Provide capability for timely corrections of warnings.
TRIS-DS15	The system shall provide a submission validation check prior to state registry submittal and allow hospital(s) to correct before final submission.
TRIS-DS16	EMS and trauma providers should be able to use state registry as a local registry that will allow submittal of data and reporting.
TRIS-DM14	The system shall support standards related to TBI, SCI, submersion with expansion ability.
TRIS-DM2	The system shall be compliant with the most the current version of NTDB standards and program discretion. (Includes all edit checks, reference code standards and related logic)
TRIS-DS17	The system must include a separate test area that will allow test uploads through a test Web interface and will not impact production operations.
TRIS-DS7	The system shall allow regional registry submission to support local submission to the DSHS State registry.

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Requirement ID#	EMS/Trauma Registry Specific Requirements TRIS also known as EMSTR
TRIS-INF2	System must be available 99.9% of the time.
TRIS-INT1	The registry shall support automated submission of statewide data to the NEMSIS national database.
TRIS-INT3	If the facility submits to the state, the DSHS should have the capability to submit to NTDB.
TRIS-INT7	The registry shall support the requirements for data linkage and information exchange between selected systems. Ensure a complete list of linked systems.
TRIS-DS19	The registry must allow data upload meeting all DSHS standards from all Texas EMS providers and Hospital Trauma Center systems.
TRIS-DS20	The registry shall support submission and separate storage of data for TBI, SCI, and submersion.
TRIS-DS21	If multiple registries are provided in a single solution, the submitter must have the option to select the applicable registry and enter or upload only the related data.
TRIS-INT8	The system shall support linkage to Texas Health Care Information Collection Center (THCIC), vital statistics, TxDOT, DPS and Coroners data.
TRIS-INT9	The system shall support linkage to National Weather Service, Census, and National Electronic Disease Surveillance System (NEDSS) in Texas DSHS (notifying conditions) data.
TRIS-NOT1	The solution shall provide timely notification to the agency and submitter (and owner, if different) of a record found to be a duplicate entry into the registry.
TRIS-REP11	The system shall support the sharing of reports and query solutions (allow local and regional exchange of report formats). Common reports that are developed will be available on the database.
TRIS-REP15	The registry shall provide real-time monitoring and viewing of record processing status.
TRIS-REP5	The system shall allow users to run a report to check activities performed by others on their personal records or records submitted by individuals in their group.
TRIS-REP7	The registry shall include development and processing of common reports. At a minimum, include the mandated reports for reporting to regulatory agencies (e.g., American College of Surgeons [ACS]).
TRIS-REP8	The registry shall allow local agencies to generate reports on aggregated data at various levels (e.g., local, RAC, state, national) to allow comparisons of agency performance against other related groups.
TRIS-SUP2(a)	System support operations should be available 24 hours per day, 7 days per week.
TRIS-SUP3	Provide a Managed Service to monitor and maintain the DSHS Trauma Registry.
TRIS-SUP4	Commercial Off The Shelf solution that is presently developed and functioning. If there are elements of the proposed solution that do not comply with any of the listed standards, the vendor shall include details about each non-compliant item in their proposal.

4. **Birth Defect Registry Specific Requirements**

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Requirement ID#	Birth Defect Registry Specific Requirements
RSR-BDR-DC10	The system must provide functionality for distinguishing and de-duplicating case finding data that will require follow-up surveillance.
BDR-DC14	The system must allow association of records with specific workflow tasks. (ex: to flag a record for follow up, batch reassignments, batch transfers, or other batch aspects)
BDR-DC16	The system must support segregation of routine birth defects data collection from special project data collection. (ex: controls, pilot data collection, special projects)
BDR-DC18	The system must have ability to track and edit facility-specific profile. Facility records must be linkable to National Provider Index and any master registry list of Texas facilities and BDES facility data.
BDR-DC31	The system must allow for documenting the results of quality assurance business processes (must minimally include field review and re-abstraction results).
BDR-DC32	The system must allow for any QA Specialist to conduct field review on records from any Surveillance Specialist statewide.
BDR-DC33	The system must allow users to enter, edit, and submit any case finding or abstraction records for which they are authorized. The system will allow administrators to assign multiple jurisdictions to the user. (ex: abstractors could assist other regions).
BDR-DC34	The system must allow for random, weighted assignment of records for quality review at points in the workflow process. (ex: field review, clinical review, diagnosis code review) Rules will be specified in the workflow process.
BDR-DC39	The system shall have the ability to perform batch changes to data codes for specific effective dates. (ex: BO diagnosis code from one value to another, hospital codes) The system shall process these changes and generate batches of warnings or error messages similarly to all other data changes.
BDR-REP8	The system shall provide users in a manager's role real-time monitoring and viewing of user workflow status.

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5. Blood Lead Registry Specific Requirements

Requirement ID#	Blood Lead Registry Specific Requirements
RSR-BLR-DC12	The system must be able to capture Medicaid number history for every patient/client.
BLR-DC13	The Medicaid number must be related to a lab result record when Medicaid was used to pay for that test.
BLR-DC26	The system shall identify batch imported or manually entered data requiring follow-up case coordination and provide routing to queues or workflows for appropriate follow-up and flagging for data correction to be performed by designated users or user groups.
BLR-DC30	The system must have ability to track and edit entity-specific profiles. Records must be linkable to the National Provider Index (NPD, Texas Provider Index (TPI), existing Lead Registry Providers, Employers, and Laboratories, and any future master registry list of healthcare providers, employers, or laboratories.
BLR-DC35	The system must allow editing of completed records only by authorized users. This editing process will be defined by user role. (Ex: Once a record is in a completed status, only users with specific rights can edit the record.)
BLR-DC4	The system must have the capability to import and filter data from multiple data sources in at least five file formats (ASCII Delimited, Fixed Width, DBF, XLS, and XML). Users must be able to configure data import specifications and store at least 60 different data sources.
BLR-DC46	Within the data pre-processing module, the system must be able to enumerate and produce a task request via email or other notification process. (Ex: all pending files and their source, number of records per file, number of possible cases - open and closed.)
BLR-DC48	The system must be able to link to other external databases where required to support business processes. (Ex: Texas Heath Steps, CHIP, Medicaid, Registries Linkage, Phoenix, Housing Data.)
BLR-DC5	The system must support import of HL7 format laboratory result data with an automated tool.
BLR-DC57	The system must have pre-set data standardizations for patient/client names. (Ex: Prefixes and suffixes, mixed case to all caps, hyphenated last name, and middle names versus initials.)
BLR-DC58	The system must have pre-set data standardizations for patient/client addresses. (Ex: House number, street direction, street name, street type, directional, apartment number, city, and zip code.)
BLR-DC59	The system's workflow rules must support complex QA/QC standards for evaluating work performance in preceding processes. (Ex: Executing the file check program.)
BLR-DC61	The system must have the ability to automatically delete certain duplicate records according to prescribed criteria. The system must be able to retain the record with the most information and/or create a new record if the information is different. (Ex: Duplicate records received with two different addresses for the same specimen date.)
BLR-DC62	The system must have the ability to define and automatically map specific sets of codes to standardized codes. (Ex: ICD-9 to ICD- 10, hospital codes) (Fields for ICD Coding would need to be added to the database structure.)

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Requirement ID#	Blood Lead Registry Specific Requirements
BLR-DC68	The system must be able to produce a quarterly data extract for CDC, according to format required by CDC. (Ex: column delimited text file) The format must be flexible to accommodate changes from the organization.
BLR-DC69	The system must be able to produce a biannual data extract for CDC/NIOSH, according to format required by CDC. (Ex: Excel file) The format must be flexible to accommodate changes from the organization.
BLR-DC70	The system must be able to produce a FREW annual extract of cumulative data. (Ex: column delimited text file which includes previously used IDs) The format must be flexible to accommodate changes from the organization.
BLR-DC75	The system must provide functionality for identifying and linking follow up results for designated cases.
BLR-DC79	With each batch of imported data, the system must automatically assign and transfer responsibility of records, reassign completed records, and assign pending records according to pre-determined rules.
BLR-DC80	The system must have the capability to activate automated scheduling of routine blood level testing.
BLR-DC81	The system must have the capability to activate automated scheduling of diagnostic testing when no diagnostic test has been previously designated.
BLR-DC82	The system must have the capability to activate automated scheduling of Case Coordination events and actions by blood lead level and/or test type.
BLR-DC83	The system must allow the administrator to set time frames for routine retesting by age in months, risk level and blood lead level.
BLR-DC84	The system must allow the administrator to set time frames for diagnostic testing by blood lead level.
BLR-DC85	The system must have the capability to automatically assign testing provider as case provider, unless marked.
BLR-DC86	The system must provide an on screen indicator with: last updated by, date, and time on each account or record.
BLR-DC87	The system must be able to automatically code test reason. (Ex: Diagnostic, follow-up, routine, BLL for child with lead poisoning symptoms.)
BLR-DC88	The system must be able to automatically assign test type. (Ex: Mark test as diagnostic if sample type is venous)
BLR-DC89	The system must be able to automatically designate an account as high risk versus low risk. (Ex: High if elevated BLL or Low if not elevated BLL)
BLR-DC10	The system must be able to interface with TIERS to gather additional case coordination data based on Medicaid number.
BLR-DC90	The system must be able to perform related account and/or record disposition (Ex: Deleting one case workers' ID and assigning related accounts to another case worker.)
BLR-DC92	The system must provide a link between a summary reports within an ELI account and display it in a summary window on the child's account.

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Requirement ID#	Blood Lead Registry Specific Requirements
BLR-DC14	The system must provide support for the upload of XRF machine environmental survey test result data (XLS format) with an automated upload tool and store the file to a repository for QA/QC validation.
BLR-DC93	The system must be able to store Environmental Lead Investigation data entered by offsite field inspectors and internal staff from hard copy. (Ex: Entry of the P103)
BLR-DC94	The system must have the ability to create letters including the dates, in a foreign language, linked to the account's designated language.
BLR-DC95	The system must be able to designate an account as a refugee (w/country of origin), adopted child, foster child, temporary immigrant and or tourist, out of state resident, or maquiladora worker. The refugee designation must be based on refugee clinics, camps and testing centers.
BLR-DC96	The system must be able to store refugee organization demographic information to use as a reference for identifying refugee accounts.
BLR-DC97	The system must provide the user the option to apply demographic changes across linked accounts with the option to select which accounts will be updated. (Ex: Change in guardian or address)
BLR-DC98	The system must have the ability to calculate and display the child's age in months and years based on date of birth, specimen date, and today's date.
BLR-DC99	The system must track workflow status of individual accounts. The account status will be updated by user actions in the standard workflow and also be editable by an administrator if account modification is needed. (Ex: Applying case closure in BLS Process 2.3)
BLR-GEN10	The system will provide notification to users upon login of pending activities or assignments based on priority.
BLR-GEN16	The system must allow the administrator the ability to modify the system definition for at risk population.
BLR-GEN18	The system must be organized into these modules: user role based data entry, data receiving, data preprocessing, data processing, data distribution, case coordination, Environmental Lead Investigations, data analysis, master database backend QA/QC, reporting, and data exporting.
BLR-DC56	The system must be able to electronically or manually capture PB102, PB103, and PBI 10 questionnaire data and Store as PDF attachments with record.
BLR-DC6	The system must be able to import and update health care provider data received from the DSHS Laboratory.
BLR-DC63	The system must allow the ability to perform core global changes to data codes for specific effective dates.
BLR-NOT10	The system must be able to notify the user when the responsibility for a record changes from one user to another.
BLR-DC73	The system will provide a method to make large QA/QC batch updates to live data based on complex logical criteria, preferably in an SQL based format. DSHS App Dev (super users) only using the applications SQL processing module.

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Requirement ID#	Blood Lead Registry Specific Requirements
BLR-REP18	The system must have the ability to produce an Environmental Lead Investigation (ELI) Invoice for Medicaid and reference the DSHS Central Billing System identifier.
BLR-REP20	The system must allow for generating standard reports directly from patient/client account screen. (Ex: Shortcut or button to print a Complete Child Report)
BLR-RR3	The system must be able to back up every batch of processed data after a significant change to the file. (Ex: A copy of the file is saved, compressed, and stored away after standardization of addresses and before standardization of names.)
BLR-SEC12	The system must have the ability to use HTTPS protocol and be SSL compliant.
BLR-TRA3	External users who will be running reports from the Blood Lead Surveillance (BLS) data will require instruction on the Maven reports module via a Web Based tutorial. These users will have restricted and limited access within the reporting tool.
BLR-GEN13	The system must have a context sensitive search functionality
BLR-SEC20	The system must be able to allow external Lead Risk Assessors to use the application in the field.

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6. Texas Healthcare Safety Network Registry Specific Requirements

Requirement ID#	Texas Healthcare Safety Network Registry Specific Requirement HAI also known as TxHSN
RSR-HAI-DA5	System must allow for reporting of risk adjusted data (e.g.to account for a patient's severity of illness at the time of admission, the likelihood of development of a disease or outcome prior to any medical intervention, time in surgery, etc.).
HAI-DS11	The system must allow HAI Team to add notes to each facility's account regarding contacts, issues, resolutions, in compliance with retention rules.
HAI-DS17	The system must accept detailed data as well as facility summary data from other sources (NHSN, CHS, VSU, CMS, etc.) for data analysis.
HAI-DS9	The system must support submission and separate storage of data for HAI, Audit, PAE, and publicly reported data.
HAI-INTX5	2 weeks of test scenario documentation assistance to TX DSHS
HAI-NOT1	The system must provide tracking log of records (any data element) to include modifications with (who was logged in) user name, date and time stamp for all CDC Updated and Audit Information tracked by the system.
HAI-NOT12	The system must provide an automated email alert to both facilities and HAI Team regarding contact management detail changes/additions/deletes.
HAI-NOT3	The system must provide tracking log of records (any data element) to include modifications with (who was logged in) user name, date and time stamp. Assumes tracking of Contact and enrollment data modifications for security and historical tracking.
HAI-DA4	The system must allow for printout of submitted record(s) individually and by facility (and unit), by quarter, and/or by report period, to include noted errors (shown by facility by event or procedure).
HAI-DM5	Compliance with and ability to update system to align with (as needed) the most current version of CDC NHSN Standards and Output reports for HAI including but not limited to protocol, processes, case definitions, and relevant reporting codes (e.g. ICD-10-CM).
HAI-REP13	The system must include development and processing of common reports. At a minimum, include the mandated static reports for reporting to facilities and the public. The HAI Team will have the ability to modify these reports.
HAI-DS15	The system must allow for facility specific data to be imported from Regulatory files. The facility data includes facility specific address, contact names, email address and phone/fax numbers that can be deleted, updated and added upon each import.
HAI-DS16	The system must allow for facility specific data in the Facility record to be manually deleted, updated and added by authorized users.
HAI-DS19	System must be able to distinguish and compare CDC NHSN reported data and Texas HAI Audit data. (E.g. Updates to CDC NHSN data from facilities must be collected, retained and compared to Audit data.)
HAI-DS6	The system must allow data uploaded from all healthcare facilities that are required to report according to state statute.

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Requirement ID#	Texas Healthcare Safety Network Registry Specific Requirement HAI also known as TxHSN
HAI-SUP2(a)	Help desk support with a live operator must be available during normal business days (Monday through Friday) for 9 hours per day.
HAI-SUP2(c)	If live operator is not available for immediate response, the help desk must reply to messages or e-mails within 1 business day.
HAI-X2	Integrate with custom DSHS geocoding service
HAI-REP17	The system will provide a report of facility enrollment and reporting statuses.
HAI-REP4	Character limits will be imposed on facility entered comments. No characters will be allowed once the character limit has been reached.
HAI-RNDX1	Facilities will not access Maven directly to review or correct individual HAI data records. Facilities will be able to access Maven directly to review and correct individual PAE data records.
HAI-RNDX3	Vendor will support New and modification of existing Print Templates

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7. TB/HIV/STD (THISIS) Registry Specific Requirements

Requirement ID#	THISIS Registry Specific Requirements TB/HIV/STD also known as THISIS
RQ-022	Ability for decision trees/reactor grids to be varied across jurisdictions
RQ-244	System must support google like search
TB-342	6 month trigger which lasts 2 years to remind that drug resistance cases need CXR (from date of treatment completion)
TB-393	6 month trigger which lasts 2 years to remind that contacts to drug resistance cases need CXR (from date of treatment completion) sent via text message to local jurisdiction automatically
RQ-281	A note box or checkboxes to capture decision made (e.g. new info because…)
RQ-178	A visually easy way to see what information is present/ not present - this must be able to exclude data that was auto-populated
TB-500	Ability for anyone who needs to know about closure to get notified (including DSHS)
TB-417	Ability for coordinator/supervisor to prioritize cases/suspects for CI
TB-487	Ability for Field service dispatcher to assign case load
TB-488	Ability for FS dispatcher to indicate current regimen
TB-450	Ability for local health department to report on additional suspect or case from a correctional facility that was never actually reported to the LHJ
TB-489	Ability for supervisor and nurse to sign-off closure
TB-19	Ability for system to capture and / or accept electronic/digital signatures
TB-343	Ability of jurisdictions within TX to notify each other of receiving or outgoing patients
TB-533	Ability to accept an Mexico looking address (fields for Mexican addresses in the correct format)
RQ-152	Ability to add additional variables that are local and only pertain to a specific jurisdiction
TB-344	Ability to add all contacts for one source at the same time without having to move between screens to do this.
TB-193	Ability to allow for multiple levels of approval for closure
TB-418	Ability to assign a contact for CI
TB-230	Ability to assign a regimen# every time there is medication order change
RQ-326	Ability to assign cases to reviewers (with timestamp of when the cases are given to reviewers)
TB-229	Ability to assign specific patient to case management
TB-20	Ability to auto populate as many fields as possible
RQ-024	Ability to auto-assign events to available staff based on workload and available time (e.g. part time workers, people on vacations, etc.) and/or Facility (HIV surv only) and/or event types (Congenital, etc.)
RQ-073	Ability to automatically update case with information such as requested testing by Wadsworth, result received, etc.
RQ-480	Ability to batch import/update shipment dates of specimens into Maven
TB-21	Ability to be able to search for events across the state (in and out of the respective jurisdiction)
RQ-030	Ability to capture aggregate data from screenings (e.g. jail screenings - ex. Number of people tested in a jail)

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Requirement ID#	THISIS Registry Specific Requirements TB/HIV/STD also known as THISIS
TB-419	Ability to capture all patient data (information collected during the interview) (the 10pg worksheet and 340/341 forms)
TB-194	Ability to capture appointment dates
RQ-028	Ability to capture multiple aliases, phone numbers, email addresses, screen names, and addresses for a patient
TB-22	Ability to capture secure signatures, prevent changing of notes or signatures afterwards (hard notes)
RQ-188	Ability to capture the matching score of the geocoded address
RQ-450	Ability to capture who reported the infection - not limited to only one reporter
RQ-007	Ability to change priority of questions in the system -e.g. make them trigger workflows, etc. (locally and centrally)
TB-420	Ability to change/update ATS classification from a contact to a case
RQ-231	Ability to close a case as 'admin close' or not a case
TB-421	Ability to close the contact and the contact investigation
TB-491	Ability to count #of times patient track meds, #of visits, #of successful visits, DOT/DOPT visits, phone calls, ESAT
TB-492	Ability to count number of doses of each medication separately
TB-90	Ability to create case card and enter information on case card
TB-23	Ability to create customized user friendly screens for data entry and overviews (such as case management activities)
RQ-008	Ability to create list of open or closed cases missing variables including and other than the key variables (variables TBD)
RQ-476	Ability to de-activate a user within the system
RQ-471	Ability to define their own address type list
TB-493	Ability to differentiate between new and changed medication refill orders
TB-24	Ability to do modifications to the system to support process changes/ must be adaptable
TB-529	Ability to enter bi-national patients and mark them as part of the bi-national program
TB-345	Ability to enter updates received by TBNet or CureTB
TB-346	Ability to enter when appropriate staff heard back from another jurisdiction
RQ-110	Ability to extract data needed for GIS projects
TB-347	Ability to generate a report that sorts by diagnosis at correctional facility (from RVCT)
TB-232	Ability to generate date of completion from initial phase to continuation phase
TB-446	Ability to generate OOJ reports to send to other states or countries, for OOJ contacts
TB-25	Ability to generate own reports without going to the state
RQ-238	Ability to group users into teams
TB-41	Ability to have a review phase of specific data prior to final entry into the system
TB-26	Ability to have fields for narrative notes
RQ-153	Ability to have local and global fields and be able to make local fields global
RQ-452	Ability to have multiple administrators at local jurisdiction with different security settings (and different rights to exportation of data) (Report and local administrator)
TB-348	Ability to have multiple contact episodes for a single contact
TB-530	Ability to have TB-340 and TB-400 in Spanish
RQ-268	Ability to identify co-morbidity in Houston Maven to Central Maven (HIV/TB/STD)

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Requirement ID#	THISIS Registry Specific Requirements TB/HIV/STD also known as THISIS
TB-394	Ability to identify contacts based on the genotype of the case
RQ-314	Ability to import other system data including but not limited to ARIES,CPCDMS, ADAP - AIDS Drug Assistance program, data and match to existing persons in Maven
RQ-066	Ability to Import lists from incidence sites (public health labs)
TB-17	Ability to indicate original vs. duplicate copy of a form (watermark?)
TB-91	Ability to indicate that case is ready to report to the state
TB-494	Ability to indicate treatment type (DOT, self-medication, etc.)
TB-27	Ability to keep a call log, and create a log on given criteria, including a report
RQ-207	Ability to keep a log of duplicates which were merged. (including STATENO)
TB-528	Ability to keep out of state/out of country bi-national patients in the system
RQ-187	Ability to know to which level a patient address is geocodable - eg. We can determine that TX is accurate, or that the county is, or that the residence is.
RQ-186	Ability to know when an address cannot be geocoded
TB-349	Ability to link venue of exposure to contact
TB-92	Ability to lock/freeze data after confirmation of matching with the state - year end
TB-495	Ability to maintain entire medication orders history (including incorrect orders), including regimen number
RQ-150	Ability to make a note display on the main screen to call attention to something for a user on which to take action
TB-62	Ability to manually input lab data which don't come from ELR system
RQ-074	Ability to manually update case with information about specimen disposition, such as testing performed, etc.
RQ-223	Ability to mark a case off as confirmed out of state - must be able to enter STATENO from a different state
TB-539	Ability to mark a patient as 'BOLO' Be On The Look Out
TB-231	Ability to mark a record as closed
RQ-179	Ability to mark an address/other contact information as incorrect or irrelevant for some reason - a notes field would be sufficient.
TB-350	Ability to note when patient is enrolled in TBNet or CureTB
TB-233	Ability to notify and send pharmacy staff new and changed orders
TB-496	Ability to notify appropriate staff that medication order is wrong and why it's wrong
TB-351	Ability to open a closed historical record
RQ-026	Ability to override auto-assignments of events (field records and case investigations and interviews and lab results) to jurisdictions/supervisors/field staff.
TB-30	Ability to print all forms: DOT forms, CI forms, Nurse forms, and Case Registry forms
TB-195	Ability to print daily DOT schedule
TB-497	Ability to print prescription based on physician orders
TB-234	Ability to provide # of doses and medications that the person has received or missed
RQ-261	Ability to receive ELR from labs
TB-352	Ability to recommend a contact (TB-340) priority, with the ability to override manually
TB-93	Ability to review receipt of information for completion of treatment and treatment updates
TB-31	Ability to run reports off the back-end database (especially denormalized tables)
RQ-076	Ability to Scan the barcode (the STARHS ID and the LAB barcode) into Maven

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Requirement ID#	THISIS Registry Specific Requirements TB/HIV/STD also known as THISIS
RQ-208	Ability to see all potential duplicates at one time - not just for the one case/person
TB-32	Ability to see all relevant data related to a patient
TB-33	Ability to see bacteriology, serology and medications for a patient
RQ-481	Ability to see within a specific timeframe and/or surveillance sites the various statuses of the specimens (how many eligible, how many shipped, how many received BED results for, etc.)
TB-498	Ability to send physician orders to pharmacy electronically
TB-235	Ability to show what drugs make up patients initial phase of therapy and continuation phase (report)
RQ-478	Ability to specify questions are required for one disease (circumstance) but not required for others
RQ-477	Ability to specify which questions are audited
TB-499	Ability to submit to ePrescribe
TB-34	Ability to track co-morbidities
TB-94	Ability to track ownership of case/suspects - who belongs to whom
TB-353	Ability to track temporary shelter/hospital/other facility within TX (temporary relocation facilities- i.e. Hurricane placement)
RQ-077	Ability to track the STAHRS ID for a case and on a specimen level
RQ-204	Ability to unlink documents which were linked to an HIV master incorrectly
RQ-206	Ability to unmerge cases/persons
RQ-038	Ability to update addresses without losing connection to the event
TB-416	Ability to update data fields at any time
TB-543	Ability to upload excel spreadsheets of DOT and toxicity information sent to Bi-National program and uploaded by them
TB-240	Able send encrypted emails
TB-236	Able to capture the recommended # of weeks of therapy
RQ-292	Able to capture TTH (testing and treatment history) data through public health interviews
TB-237	Able to determine weight based medication orders, and allow manual entry
TB-422	Able to do many to many links (one contact needs to be able to be linked to multiple source cases, one source case needs to be able to link to multiple contacts and other source cases)
TB-238	Able to produce a report or get a list of patients not started on RIPE (rifampin, isoniazid, pyrazinamide, ethambutol)
TB-239	Able to provide report based on SMART goals (state CDC objectives) for each individual nursing assignment
TB-241	Able to search for drug/drug interaction and notify appropriate staff
RQ-463	Able to see if another program did an investigation and if there is relevant information
TB-35	Ablity to add local or regional reports
TB-36	Ablity to have Houston-only data fields (or other LHJs)
RQ-203	Address information can be used to declare two cases as duplicates but cannot be a rationale to not consider something a duplicate.
RQ-171	Address/name/DOB history kept in the system
TB-534	Addresses needs to be geocoded (both for US and Mexican addresses)
TB-550	Alert - All children under 5 not evaluated in X days
TB-551	Alert - All children without TST in X days to be put on prophylaxis after N days and chest x-ray
TB-196	Alert appropriate staff if smears/cultures are still positive after 3 months

TEXAS
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Requirement ID#	THISIS Registry Specific Requirements TB/HIV/STD also known as THISIS
TB-354	Alert automatically when positivity rate is > certain threshold - to consider expanding contact investigation
RQ-212	Alert if common name/dob combo
TB-355	Alert if contact is exposed to a known Drug Restistant case
TB-356	Alert if CXR not done within a specific timeframe
RQ-282	Alert if pregnant woman
TB-197	Alert NCM if reorder required
TB-242	Alert or notification to nursing and field of any patient that has not culture converted in 50 days
TB-198	Alert responsible staff if date drug therapy stopped does not equal last drug treatment administered on treatment log
TB-199	Alert responsible staff to complete TB 400 form fields every 90 days if no change in treatment
TB-95	Alert state for need of RVCT#
TB-200	Alert to appropriate staff if patient on Rifabutin/ethambutol to conduct monthly vision check
TB-201	Alert to NCM if patient on injectable to perform monthly hearing check
TB-277	Alert/reminder about sputum follow-up 30, 60 or 90 days if no sputum conversion. Sputum conversion is > or = to 1 day sputum negative culture from last sputum positive culture.
TB-1	All data fields from existing forms should be in Maven
TB-202	All positive DR's should trigger an alert to appropriate staff to obtain medical consult
TB-545	All queues should be limited by jurisdictional/work area view.
RQ-400	All syphilis are high priority/immediate
RQ-001	All users should be able to see all cases; however not all users can edit all cases. (Both geographically and programmatically)
RQ-027	Allow ability to enter an approximate age - if DOB is unknown
TB-413	Allow for bi-national program to override assigned priority
RQ-065	Allow for creation of self-administered questionnaire for providers/patients during outbreak
TB-357	Allow multiple investigations to be linked to a single case
TB-203	Allow system access to expert doctor for consultation (system to capture consultation data)
TB-204	Appropriate staff should receive notification of all patients up-to-date on treatment/% at or above preset threshold (positive reinforcement)
TB-358	Approval process - trigger for second line drugs automatically - alert staff in Drug Resistance program
RQ-437	Assign errors to appropriate supervisor when data needs to be cleaned/corrected
TB-395	Assign priority to contacts based on conditions associated with index case
RQ-202	Associate lab report with pulldown facility list - eg be able to standardize lab names
RQ-474	Audit trail of changes by user
TB-447	Auto populate fields in NTCA3 and TB220
TB-513	Auto-assign STATENO (and must be editable and send notification when changed)
RQ-234	Auto-assign unique STATENO (HIV)/CASENO (STD) derived/named based on specified criteria (possibly by, year, jurisdiction, etc.)
RQ-301	Auto-link events (specifically HIV-related events to HIV-Master)
RQ-213	Automate / generate a line list for record search with soundex and dob and sex on a weekly basis
RQ-245	Automatic case closures based on lab results (based on HIV decision tree and syphilis reactor grids)

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Requirement ID#	THISIS Registry Specific Requirements TB/HIV/STD also known as THISIS
RQ-448	Automatic missing data list (demographic) on morbidity
TB-359	Automatic reminder to enroll patient into TB Net or CureTB
RQ-180	Automatic way to trigger PHFU (based on decision tree/reactor grid)
TB-360	Automatically alert if source case is drug resistant
TB-361	Automatically call attention to contact named by two different sources who have the same genotype (epilink)
RQ-250	Automatically determine immediate or routine investigation and ability to override
RQ-083	Automatically match results to existing STARHS IDs
RQ-084	Automatically match to existing cases using accession # for WW specimens.
TB-362	Automatically notify corrections team if contact investigation is occurring in any correctional facility
TB-537	Automatically route to the correct bi-national jurisdiction
RQ-201	Automatically store the data during data entry
RQ-039	Auto-populate field record information (demographic information primarily)
RQ-144	Auto-population of city/state/zip combos - if only one possible county, populate county automatically, etc.
RQ-161	Be able to add attachments such as images, photographs, audio, and/or video files to records
RQ-147	Be able to add Word, pdf, and teleform attachments to events
RQ-306	Be able to add/remove imported fields from eHARS to Maven if necessary in the future without programmatic experience
RQ-441	Be able to automate a report of those users that are entering the most errors and which errors these are (to identify training needs)
TB-363	Be able to calculate %'s of contacts who are positive or have completed therapy, etc. (performance indicators) by contact investigation or timeframe
TB-364	Be able to capture addresses of venues
RQ-225	Be able to define dropdown lists which appear in the core product (e.g. gender/sex at birth/address types)
RQ-122	Be able to define link types and relationship types
RQ-168	Be able to define Texas STD/HIV/TB system dropdown lists, including lists like states, countries, languages, etc.
RQ-173	Be able to do all work processes inside the system
RQ-121	Be able to filter lab results by disease and timeframes
RQ-100	Be able to generate Community Based Organization (CBO) performance reports (e.g. have CBO's been sending in ACRF's)
RQ-099	Be able to generate lab performance reports (Labs reported positive results in specific timeframes also completeness of data and volume of reports)
RQ-192	Be able to have a translational table to cross-reference HIV Surv risks with STD PHFU risks
RQ-222	Be able to have access to data dictionaries and flow charts of the system
TB-365	Be able to identify/report on contacts who became cases or vice versus (if a new suspect, ability to determine if ever a contact)
RQ-141	Be able to import a batch of records in different formats - e.g. Excel, SAS, Access, txt, HL7, etc. (These can be lab results, events, demographic information, and specific data elements)
RQ-148	Be able to import teleform files and have them populate data in the system
RQ-193	Be able to make changes to the translational table without programming experience.

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RQ-191	Be able to make field level (questions in Model) modifications to which data is copied from the "master" co-infection event to the co-infected event.
RQ-439.2	Be able to mark a case as being reviewed (extra ordinary data etc.)
RQ-254	Be able to mark an event (field record) as marginal and be able to change it to an investigative event later if necessary
RQ-439	Be able to mark data as "cleaned"
RQ-036	Be able to mark questions as required
RQ-116	Be able to print lab forms pre-filled with address and phone number that was received from lab (not necessarily the current address)
RQ-115	Be able to print lab forms pre-filled with results from Maven - using DSHS standard format
RQ-123	Be able to re-open closed cases
RQ-447	Be able to run reports and export data on locally added variables
RQ-217	Be able to schedule reports to run automatically
RQ-198	Be able to see information for more than one event at one time
RQ-194	Be able to see lab reports at the same time the user is entering data into any question package
RQ-216	Be able to see results of reports
RQ-172	Be able to select the appropriate address/contact information for a patient at a specific point in time - in the event that the address was entered either incorrectly or more information was found later which would require the address to change.
RQ-181	Be able to show/hide questions based on answers to other questions
RQ-440	Be able to specify for extracts and reports whether to run on cleaned data only or all data
RQ-114	Be able to specify format for denormalized reports - so the data is importable into SAS
RQ-154	Be able to specify report security based on role - e.g. users of a specific role can/cannot see specific reports
RQ-063	Be able to specify weights on specified common names
RQ-280	Be able to tell system to ignore flagged addresses for manual review of geocoding when necessary (be able to remove from "flagged" queue when acknowledged)
RQ-137	Be able to track when provider case reports are entered into the system as well as all the lab reports
RQ-184	Be able to utilize the existing Houston geocoding system
RQ-016	Be able view on the screen what we used to enter on forms with the same look and feel
RQ-205	Be notified if there are orphaned HIV documents - e.g. not attached to an HIV master
TB-38	Bi-directional interface to relevant EMR, EHR systems @ local health jurisdictions (e.g. EPIC, Clients
TB-527	Bi-national team needs to be able to search if a patient is already in the system
RQ-170	Calculate and display age at diagnosis and current age
RQ-098	Calculate number of days to close an investigation and calculate number of days to finish review
TB-501	Capture date and name of the nurse processing the orders
TB-243	Capture date of appointment and time stamp
RQ-305	Capture date person information was updated in Maven from eHARS
TB-423	Capture information about source case and location during a CI
RQ-434	Capture pick-up locations on the interview record and the re-interview (R/I?)

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Requirement ID#	THISIS Registry Specific Requirements TB/HIV/STD also known as THISIS
TB-2	Capture transportation arrangements, interpreter, and date of appointment for any TB patient (LTBI, Contact, Suspect)
TB-396	Case genotype (data field)
TB-39	Case ownership must always remain with originating jurisdiction
TB-414	Case verification report
TB-424	Check for previous history
RQ-286	Check list of tasks to be completed during case investigation
RQ-382	Chlamydia/gonorrhea labs must either attach to existing case (if within specified timeframe) or create new case if outside of timeframe
RQ-037	Clear indication that the address provided is the provider's address if it's the provider's address and not the patient's.
RQ-033	Collect all data from all forms - All fields from forms must be able to be captured in the system (e.g. field records, interview records, reinterview records, cluster interview records, congenital information forms, case review sheet, intelligent sheet case closure forms)
RQ-057	Configuration of workflows based on user role
TB-521	Conversion of existing TB databases including but not limited to TB-PAM, TB Master, and local TB databases must be part of the project
TB-459	County (and other refugee clinics) should be able to enter refugee data (screening) into Maven
TB-412	Create an alert when doctor-assigned ATS classification does not match business rules for assignments for manual review.
RQ-358	Create EMR component to be available to local health departments to allow sites to use Maven for clinical tracking
RQ-164	Create new event and person information for unmatched events/persons
TB-244	Creation of case management EMR (printable)
TB-142	Daily HL7 notifications of TB cases to CDC
RQ-117	Data encrypted on database, but human readable in user interface with proper log in credentials
TB-40	Data entry cannot slow down the process of managing patients - fields which are required but not yet populated cannot prevent progress on the case
RQ-199	Data entry screen is user-friendly and built to resemble current and/or future forms/screens (specifically order of questions)
TB-3	Data entry screens should mimic the order and layout of questions of the current forms
RQ-064	Deduplication address exclusions for institutions (e.g. prisons) when merging patients
RQ-304	Define and Collect all pertinent data in the system that is collected in eHARS
RQ-215	Define reports that LHJ is allowed to see
RQ-120	Demographic/address history is viewable only when you want to see it
RQ-113	Denormalized reporting on demand
RQ-483	Desire to have an email sent to ICP to add more information to the case
TB-366	Determine bi-national status
TB-502	Different queue for new and refills of medicine
TB-245	Differentiate between MD orders and reports
TB-541	DOT sheets and check-list in Spanish (TB206, TB 205)
TB-246	Duplicated TB202 needs to be locked for updates

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Requirement ID#	THISIS Registry Specific Requirements TB/HIV/STD also known as THISIS
TB-42	Easy data entry of DOT forms - which follow order of current forms
TB-460	EDN must integrate with Maven (Maven to be able to receive data from EDN and send information back) (at a minimum a manual import/export)
TB-96	Electronic alert of new jurisdiction
TB-503	Electronic confirmation from pharmacy when prescription has been filled
TB-247	System must provide Workflow configuration which will trigger electronic notifications and alerts from medication room to field based on business rules.
TB-97	Electronic notification to DSHS of out of country patient
TB-98	Electronic notification to DSHS of out of state patient
TB-504	Electronic notification when medication is ready for pick-up
TB-248	System must provide Workflow configuration which will trigger electronic notifications and alerts to medication room based on business rules.
TB-249	Electronic printable case management records
TB-425	Electronic transfer of information from EMR to Maven (clinics system, possibly EPIC)
TB-426	Electronically transfer information on TB400A and B from EMR to Maven
TB-367	Enter NAAT results (data field)
TB-205	Every change of medication should be entered in the system and calculated by drug, frequency and dose
TB-368	Every contact must be able to be linked to every case who named them and venue of exposure
TB-43	Everyone can see all TB events, but not everyone can edit all TB events - only be able to edit events in their own jurisdictions
TB-44	Everything we do must be able to be documented and output in Maven
TB-45	Existing data (from TB Master, 6 separate access databases) has to be migrated to Maven
TB-46	Existing system Preset and TB Master should be replaced, this requires Maven to have at a minimum the same level of functionality
RQ-454	Export data by parameters such as date ranges, diseases, providers, etc.
RQ-311	Facility list must be the same for all jurisdictions
RQ-277	Flag addresses which are not geo-codeable
RQ-475	Flag for abnormal user logins/uses
RQ-276	Flag overdue cases (in all processes) - automate escalation when overdue
RQ-035	Flag records which indicate inadequate treatment
TB-99	Follow-up and track return appointments until investigation status is closed
TB-525	For MDR Med approval, will need physician expert consult + recommendations in system (Scanned file and attached)
RQ-149	Force search before entering a new person or a new event
RQ-209	Fuzzy match cases/persons where if the names are reversed (e.g. first is in last name, etc.) they're considered as potential matches
RQ-095	Generate a report of data quality by investigator/timeframe for future performance improvement (critical and/or non-critical data elements)
RQ-158	Generate a unique ID for patient
RQ-224	Generate ACRF for eHARS
RQ-108	Generate automated quarterly surveillance report
RQ-214	Generate form to use to call other state

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RQ-445	Generate worker and program level productivity reports
RQ-182	Geocode addresses of patients (person data) and provider
RQ-183	Geocode addresses outside of person data
RQ-279	Geocoding must be done securely; egg. Must meet CDC guidelines
RQ-185	Have a place to import geocoded data from the outside system
RQ-219	Have ability to have reports be able to highlight users/programs who are not meeting performance objectives (e.g. with different colors, etc.)
RQ-256	Have system be able to generate a pending congenital syphilis / perinatal HIV investigation
RQ-442	HDHHS needs to be able to independently define parameters for reports
RQ-014	HIV Surveillance, STD Surveillance and PHFU - system to keep these all together in one place instead of having to enter data in other systems
TB-552	Hospital discharge questionnaire/checklist
RQ-211	Human review for an ambiguous match one case at a time on import
RQ-457	Identify a client who is non-English speaking
TB-548	Identify cohort periods
TB-47	Identify co-morbidities including diabetes
RQ-159	Identify source of all data (e.g. another registry, etc.) and keep all the data together as it's reported
TB-538	If a bi-national case there should be a prompt for the user to ask if the patient has any other names (multiple last and first names)
RQ-157	If a case belongs to multiple jurisdictions, notify both jurisdictions
RQ-156	If a case has co-morbidity notify other stakeholders/programs
RQ-283	If a case is under investigation and specific new information comes in (egg. Pregnancy status) be able to change the priority - automatically if possible (and alert necessary staff)
TB-100	If another department (STD/HIV) changes address - TB department is notified (Only on cases where pt is on meds)
TB-48	If anyone gets any sort of TB service, must be able to be tracked in Maven
TB-397	If case is a member of a high priority alert genotype cluster then more contacts should be evaluated - system should alert if genotype is on the list of high alerts
TB-369	If case is MDR or XDR then more contacts should be evaluated; system should alert if case is MDR or XDR
TB-206	If change in treatment, automatic trigger to appropriate staff to update TB400 within 1 working day
TB-301	If drug resistant case, need a reminder to get a consult before medications are ordered.
TB-398	If history of risk conditions for immunocompromised then need to alert user to obtain a CXR in addition to the IGRA and TST
RQ-460	If HIV is diagnosed on a TB or STD pt, notification to HIV program
RQ-067	If lab report is missing on a new positive case, prompt SI to find the lab report
RQ-151	If lab result comes in without patient address and is routed to jurisdiction of provider, and then a different jurisdiction receives a morb report from the provider the correct jurisdiction must be able to access/edit the existing event.
TB-302	If lost to follow-up, system needs to be able to record at least 3 attempts to locate and/or return to service
TB-101	If out of country, system should be able to generate a notification (two-way interface with TB Net & Cure TB)

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TB-143	If patient moves, need system to generate TB-220 and IJT to refer patients
RQ-432	If sex changed from female or unknown to male, specified variables should change to No (i.e. pregnant, pid)
RQ-461	If TB/STD dx on HIV patient, notification to HIV program
RQ-416	If test result comes through via ELR it needs to attach to this field record (FR) (event) and not create new reactor FR (may need to modify STD surveillance to accommodate this)
TB-518	Import lab results automatically daily (fields included in import are: Name, DOB, Specimen No, Originating Lab, Accession No, MIRU/MIRU2, RFLP, Spoligotype, PCR/Gen type, TX Cluster info, Specimen Collection Date)
RQ-162	Imported records must auto-match to existing persons (deduplication)
RQ-130	In a single case, some fields should be editable and others not editable
RQ-317	Include desired demographic info (DOB, name, SSN) on the HIV master for viewing
RQ-015	Indicate when steps should/should not occur based on disease and other criteria
RQ-288	Inform DIS if there is new information for an investigation
TB-144	Information from system should be used to pre-populate 400 A/B, 206, 207
TB-506	Interface with ePrescribe system
RQ-018	Interview to populate into reinterview record
RQ-285	Investigator must be able to log provider and client calls
RQ-003	Jurisdictional Assignments should be done automatically – Assignments are made based on patient's residence City/County combinations at the time of reporting (from lab or provider report). If no address for patient, utilize City/County combination for provider. Note that the jurisdictions are not the same across all diseases.
RQ-138	Keep all information from different sources separate (different products) (HIV)
RQ-270	Keep data consistent for different diseases (questions, data) (e.g. race)
TB-102	Keep historical addresses
TB-49	Keep integrity of data
RQ-302	Keep labs - even those which don't indicate HIV
RQ-354	Lab results screen should be appropriate for the different diseases (HIV/STD/TB) - customized if necessary
TB-519	Lab results visible to Central and LHJ
TB-103	Lack of information/Data entry cannot stall process of progress for field nurse/management
TB-50	LHJ must be able get their reports out of Maven
TB-51	LHJ must be able to migrate their data into Maven
RQ-266	LHJ staff can see all cases and information in whole state also add information to cases in other jurisdictions but not change previously entered information
TB-473	LHJ/RHJ, case registries, and TB Clinics only able to access data in their jurisdiction to create reports
RQ-355	LHJs must be able to create their own variables locally
TB-371	Link contact record to index case
RQ-473	Link types need to be able to change over time (Admin) (DSHS/Administrators must be able to add/remove link types in the future)
RQ-052	Links to case definitions - including congenital syphilis
TB-531	List of all border cities and states in Mexico under the bi-national TB programs jurisdiction for referral project:

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	Ciudad Juarez, Chihuahua Praxedis G. Guerrero, Chihuahua La Linda, Coahuila Ciudad Acuna, Coahuila Piedras Negras, Coahuila Colombia, Nuevo Leon Nuevo Laredo, Nuevo Leon Presa Falcon, Tamaulipas Ciudad Miguel Aleman, Tamaulipas Ciudad Camargo, Tamaulipas Reynosa, Tamaulipas Nuevo Progreso, Tamaulipas Matamoros, Tamaulipas
TB-536	List of all Mexican states for bi-national referral process: Chihuahua, Coahuila, Nuevo Leon, Tamaulipas
TB-546	Local health department should be able to control their own data
RQ-176	Local jurisdictions must be able to add forms/letters to the system for printing or for other notification tools
TB-28	Local jurisdictions to have ability to develop and modify forms at the local level
TB-505	Local Pharmacy to have Maven access
RQ-357	Locally created variables must be able to be made required and added to notification queues as needed (these should only impact groups who can see the question(s))
RQ-333	Lock events (documents) after they've been input into eHARS
RQ-309	Logical checks across linked events (documents) - e.g. blood can't be drawn after date of death (noted on a different event)
TB-372	Maintain history of all closed results for each investigation a contact is a part of
TB-278	Maintain history of medical orders and be able to sort by date
RQ-146	Maintain integrity of the document (for HIV)
TB-145	Maintain list of all reported patients with pending status or not classified
TB-104	Manual review address before assigning jurisdiction
TB-105	Manually change jurisdiction to reflect where the patient is actually located
RQ-044	Mapping of activities, generation of mileage report
RQ-005	Maven and eHARS data needs to be "synchronized"
RQ-248	Maven has fields to enter demographic information from another state
RQ-080	Maven has to allow for upload of the STARHS ID result files from Wadsworth
RQ-109	Maven to include GIS variables
RQ-082	Mechanism to verify that results came back from Wadsworth (results received flag)
RQ-265	Meet CDC confidentiality standards for TB/HIV/STD applicable to system
RQ-163	Merge matched person and event information
RQ-334	mgt only can unlock cases which have been imported into eHARS
RQ-479	Most users should be able to modify/edit /overwrite data but should NOT be able to delete data completely
RQ-308	Move to eHARS should happen after review "button" on HIV Master has been set (clicked) - when to "push button" must be flexible
TB-53	Must be able to acknowledge that they've received the event

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RQ-395	Must be able to capture relationship to original patient for Suspects and Assoc
RQ-318	Must be able to collect names from all documents and ensure they're noted in the HIV Master record automatically
TB-54	Must be able to handle all aspects of case management
RQ-356	Must be able to have local variables made global or to other jurisdictions if desired
TB-52	Must be able to locally administer system
RQ-165	Must be able to perform data validation (e.g. DOB not from the 1700's, event date not before DOB)
TB-520	Must be able to print completely blank forms
RQ-175	Must be able to print pre-defined forms - not required to look exactly like CDC form (pre-populated where possible)
RQ-385	Must be able to receive version 2.5.1HL7 messages
TB-55	Must be able to report to CDC, central office, etc.
RQ-145	Must be able to perform wildcard search in the system and copy from any existing search result to create a new record or create a new record if the search doesn't return any values
TB-56	Must be able to share cases with other jurisdictions and the case must then be unlocked for that jurisdiction
RQ-370	Must be able to specify type of provider (public/private) as well as any other data about providers as deemed necessary (NPI number, etc.)
TB-4	Must capture date of arrival for all non-us born people in the system
RQ-469	Must check something that indicates you agree to the above stated disclaimer
RQ-468	Must display a disclaimer before you log in - every time.
RQ-034	Narrow medication lists based on disease
TB-484	Need ability note that order has been held and why
TB-399	Need M Bovis category (data field)
TB-146	Need system to put in queue priority cases missing contact investigation
TB-5	Need the ability to enter all data manually as needed
RQ-195	Need to be able to enter a record without a name
TB-542	Need to be able to have separate thresholds for when a contact investigation should be expanded for the bi-national program
TB-535	Need to be able to know that the individual (patient/contact etc.) are being deported to Mexico
RQ-359	Need to be able to report morbidities by provider
RQ-240	Need to be able to search by name, dob, telephone number, ssn, email, aliases, address
RQ-232	Need to be able to search by STATENO and Case Numbers and field record number
RQ-233	Need to have STATENO in all HIV-related events (linked to HIV-Master)
RQ-310	Need to maintain a facility table for importing/exporting that's in sync with eHARS
TB-57	Needs to work on a mobile device
RQ-381	No human intervention should be required for GC/CT cases that are non-preg, no coinfection (and based on a few other criteria) system should create morbidity and close
RQ-118	Not all data can be edited by every user
TB-461	Notification and report of patients not having initiation of evaluation within 30 days of arrival
TB-250	Notification from field to nursing and registry with date and location of hospital admission
TB-251	Notification from field to nursing when adverse reaction

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TB-507	Notification if change of address
TB-252	Notification if date of medication start is missing
RQ-049	Notification statements (display readily) of last negative HIV/Syph test to help determine interview period
TB-207	Notification to appropriate staff (i.e registry) when consult received
TB-208	Notification to appropriate staff about patient infectiousness
TB-253	Notification to field and registry of patient discharge disposition
TB-254	Notification to nurse and field if any missed appointments
TB-257	Notification to Nursing of result of 2nd TST or IGRA on children under 5 placed on prophylaxis
TB-255	Notification when meds re-start to field and registry
RQ-275	Notifications to help investigators to track timeliness of investigations from investigation start to end (days)
TB-509	Notify appropriate people (staff, stakeholders, jurisdictions and state)when patient treatment is completed (regimen and therapy)
TB-209	Notify appropriate staff if smear and culture are both negative and isolation ended and be able to document dates isolation initiated/discontinued
TB-485	Notify appropriate staff of held medication and be able to acknowledge
TB-462	Notify appropriate staff of new EDN patient
RQ-323	Notify appropriate staff that a field record has been initiated
RQ-470	Notify appropriate staff when a client comes in with a new address who was previously noted as "unable to locate" or "not treated" within a specific timeframe
RQ-322	Notify appropriate staff when DIS report is complete
TB-508	Notify appropriate staff of D/c order and acknowledgement
TB-427	Notify case registry after a new contact/suspect has been identified during CI
TB-448	Notify coordinators office to generate report of OOJ
TB-303	Notify DR staff to approve second line medication via automatic alert.
TB-256	Notify if certain doses of medication cannot be counted toward completion
TB-449	Notify if OOJ is open 30/60/90 days after referral
RQ-252	Notify investigator when a new case has been assigned
RQ-291	Notify investigator when FLS provides feedback
TB-517	Notify of cases with all different genotype results when received
TB-428	Notify TB case registry about completed interview
TB-373	Notify when 2nd skin tests or IGRA are due
TB-258	Obtain, save and create a report (printable) of all patients requiring consultation
RQ-105	Of open cases, how long have they been open by investigator, region, timeframe, etc.
RQ-255	On the line list (or electronic to-do list) include days elapsed after a case was first rec'd
TB-147	Only certain users should be able to change a count status.
TB-37	Only show specific fields from HIV cases to TB users
RQ-011	Only specified users can extract a dataset of HIV cases; however seeing the search results is fine.
TB-106	Option for system to report to the state automatically with no user intervention needed
RQ-462	Patient summary report showing all diseases - all STDs, TB, and HIV
TB-60	Performance indicators must be able to be specific to the LHJs

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TB-510	PHI ability to request refill of medicine
RQ-142	Pick list to be narrowed based on data input (e.g. county list narrows based on zip)
TB-59	Presets (performance indicators) must be replicated in Maven to match what is currently working in the Houston system
TB-107	Print forms as needed pre-populated with information
TB-108	Print IJN and RVCT forms
RQ-294	Produce list of cases assigned to each reviewer
RQ-253	Produce list of new assignments by investigator (report) - be able to specify timeframe for "new"
RQ-006	Provide a list of missing key data fields (i.e. transmission risk, race, sex at birth, residence at diagnosis, facility of diagnosis) (e.g. percentage of specific questions which are or are not answered)
TB-549	Provide a report for completion rate by quarter
RQ-010	Provide a way for LPH to correct/add missing key data fields to cases (STD)
TB-259	Provide a way for users to receive clinical appointments (track all appointments)
RQ-043	Provide active case/field record list per worker/program/team/timeframe
RQ-045	Provide case classification alerts (syphilis) (730's with non-reactive RPR)
TB-374	Provide cumulative ARPE report by timeframe
RQ-069	Provide excel file of eligible and ineligible specimens for Wadsworth and local lab sites
RQ-111	Provide Internet-ready reports
TB-400	Provide summary review of testing results for an investigation by priority group
TB-532	Provide users a way to look-up what to do with an out of jurisdiction case
RQ-140	Provider portal to enter information
RQ-055	Providers can enter information in the system which can be placed in a queue for review
RQ-190	Providers can only see records they've created and/or labs which they ordered
TB-138	Providers should be able to access system - providers can only see their own patients
RQ-221	QA checks - e.g. 10% of cases for a supervisor to check OOJ status
TB-511	Queue for Nursing Case managers to review Physicians medication orders and refill requests
RQ-097	Randomize cases for QC by investigator and score
RQ-048	Readily display HIV status for all patients
RQ-160	Real time edit checks for each data element
RQ-260	Receive data dumps from EMR/EHR in various formats - xls, access, etc. and import into Maven without having to massage the file prior to import
TB-61	Receive ELR from ELR system
TB-304	Record the date of first sputum collection
RQ-269	Reduce redundancy of data elements
RQ-411	Relationship links need to be changed across diseases (HIV/STD/TB)
TB-58	Relevant users must be able to see relevant data from HIV/STD events
TB-375	Reminder if completion of treatment not recorded based on treatment start date (if the reason it was closed was other than completed treatment)
TB-210	Reminder to perform clinical assessment for toxicity monthly
TB-6	Reminders/alerts of when different steps need to happen
TB-401	Report - line list of contacts by case with priority for each contact

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TB-402	Report - Line list of contacts changed to a case by index case
TB-403	Report - line list of contacts on treatment and diagnosis
TB-404	Report - Line list of LTBI's by index case
TB-405	Report - Line list of LTBI's on treatment by index case
TB-18	Report of all LTBI individuals started on treatment that completed treatment
TB-415	Report of caseloads including counted/not counted status by timeframe and jurisdiction (state, LHJ, correctional facility)
TB-451	Report of missing information (medical evaluation and test) for LTBIs in correctional facilities
TB-260	Report of patients missing clinical data based on CDC/state guidelines (clinical definition and clinical by provider decision)
TB-406	Report of the Timeline of a contact investigation (how the investigation progressed over time)
TB-261	Report or notification of patients with a bacteriology that remains smear positive after three weeks and patient is on intermittent dosing
RQ-449	Report that identifies signs and symptoms description (example: in the last 6 months the program has seen x patients with primary or secondary symptoms)
RQ-104	Report the number of current investigations by investigator - number of open vs. closed and combined (open and closed) and be able to specify a timeframe.
TB-262	Report to alert as completion of treatment for closure
TB-376	Report to get number of doses of each medication by individual
RQ-443	Reports must have role-based security
RQ-167	Retain patient address at diagnosis and currently
RQ-218	Route report output to various others
TB-377	Run line list report of Drug resistance - report by type of resistance INH, Rif, Others, etc.
RQ-107	Run QA reports for Data cleaning by timeframe
TB-109	RVCT assigned number assigned by system
RQ-246	Same matching algorithms from current process when in new system (ELR)
RQ-297	Scoring matrix - corrections made can be translated into a score automatically
RQ-017	Search for patient's contacts/clusters - automatically present possible matches
RQ-241	Search on address range (i.e. Addresses on vine street from 1000-1500)
RQ-242	Search on sex partner venues, physical characteristics (tattoos), employment, etc.
TB-211	Second line drugs trigger an alert to the DR TB Program
RQ-455	Select variables to export
RQ-058	Send email/text as items are added to workflow (e.g. FLS -> send text/email to DIS in field of new tasks or field activities and DIS -> send alert to FLS when activity on record has been completed (documentation of field visit))
TB-407	Send reminder after 8 weeks to consider retesting contact which initially tested negative
TB-63	Share with another jurisdiction a whole group of events at one time
TB-263	Should be able to document current and historical # of doses in each regimen
TB-264	Should be able to provide a list of patients on home isolation
RQ-174	Show a list of all forms on one screen so the user can see whichever form they'd like whenever they'd like
RQ-210	Show partial matches/close matches
TB-279	Show test results (any result) in chronological order by date of collection

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TB-29	Sites can add fields to standardized state forms but cannot remove any fields from these forms
RQ-060	Soft suggest zips/cities/counties when information is being entered (type ahead feature)
RQ-119	Some data may not be able to be overwritten, but cases will be able to be edited by various users in different jurisdictions
RQ-465	Some users should be able to see all disease events (including TB) in the system for a person
TB-526	Spanish forms should only display for the Bi-national team
TB-540	Spanish version of the visual acuity and Ishihara testing forms TB 202 and TB 204
TB-64	Specific data must be able to be copied automatically from HIV cases to TB cases and likewise from TB cases into HIV cases
RQ-068	Specific requirements must be met (specific to accession numbers) prior to automatically assigning the STATENO
RQ-166	Authorized users are able to add/remove variables/questions in the system without the need for programming experience
RQ-435	Specified users need to be able to change disposition and record time, date, and who made the change - note on rationale for changes
RQ-377	Specified users should be able to change the Reactor Grid decision rules annually without knowledge of xml or java to do so. (Ability to change at local jurisdiction).
RQ-081	STARHS results has to be protected from viewing in Maven (no "normal" users should be able to see these results in Maven. The results should only be in Maven so they can be exported to eHARS)
TB-65	State case number to be assigned as soon as patient is reported to state for immediate genotyping data
TB-265	Store and document historical medications as well as medications they are currently on
TB-378	Streamline ability to enter contacts and automatically link them to source case
TB-452	System at the correctional facilities should be able to be interfaced to the Maven system
TB-305	System automatically alert staff to re-access a Contact Investigation (need to expand CI)
TB-148	System deduplication checks for difference in date of birth with same name egg 1/5/1959 1/9/1959
TB-149	System deduplication checks for double last names regardless of order eg Garcia Ramirez Ramirez Garcia
RQ-135	System has to be able to receive lab reports and case reports received into the Houston Maven system (mostly via ELR)
RQ-133	System has to receive Case reports from EHR/EMR
RQ-131	System has to receive Electronic Lab reports
RQ-134	System has to receive registry data
TB-472	System must allow for hand entry of OOJ data
TB-468	System must auto-populate NTCA3 if case is out of state
RQ-482	System must be able to automatically assign lot numbers to a group of related cases (specifically HIV/Syph) - must be override able
RQ-384	System must be able to automatically record search Close an event based on specific criteria (e.g. case must have current titer <= 2x last titer and existing treatment history)
RQ-372	System must be able to capture the CLIA numbers from the labs
TB-150	System must be able to do validation on all QA activities required by CDC

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TB-151	System must be able to generate discrepancy report and alert registry when lab is different from disease type
RQ-429	System must be able to identify the most populated morb areas
TB-152	System must be able to print record of all previous TB events
TB-153	System must capture jurisdiction and transfer of ownership wherein only specified roles will have the ability to change
TB-280	System must capture the data from the pharm system including matching PIC's # with a client name
TB-463	System must determine jurisdiction (based on geocoded address)
TB-154	System must generate reminder for culture positive cases to report initial susceptibilities
TB-155	System must generate reminder for patients pending a f/u 2 past/pending targeted completion date
TB-281	System must have a field to track a patients pharmacy system ID#
TB-469	System must have a queue for records who have moved >30 days and not found
TB-66	System must have scheduling capabilities
TB-470	System must have set conditions when Name of Facility = ICE; ICE Type will default to alien status
TB-192	System must have the ability to provide automated escalation to registry program manager and director when the case is delinquent.
TB-7	System must integrate with GIS, including split zip-codes
TB-471	System must notify jurisdiction owning case of change in case's residence
TB-68	System need to store and display digital CXR images
RQ-408	System needs a located/not located variable which is separate from the field record disposition
TB-156	System needs to alert Drug Resist program when a lab reports DR
TB-157	System needs to alert of the completion rates of the data
TB-158	System needs to alert when case closed within a year of dx date
TB-159	System needs to alert when case closed within a year of tx resumption date
TB-160	System needs to alert when the record is considered (post-treatment medical evaluation)
RQ-361	System needs to allow access to ALL data (normalized and denormalized) to specific users at DSHS and Houston and there must be a common field which is used to link the event data together - e.g. a primary key
RQ-376	System needs to allow for corrections and populate fields throughout Maven impacted by the corrections
TB-224	System needs to allow users to modify existing drop-down lists and capture when change occurred
TB-161	System needs to auto check address verification
RQ-423	System needs to be able to calculate #: Newly positive clients Neg clients Prev positive clients from one screening(?)
TB-162	System needs to be able to capture and match all events related the individual -Lab -Medication (Pharm) -Demographic (all info)

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TB-163	System needs to be able to check a national address database automatically at the time the address is entered
RQ-369	System needs to be able to interface with other HDHHS data systems i.e. ECLIPS (bi-directional)
RQ-415	System needs to be able to link multiple diseases to 1 interview and ability to track multiple diseases with differing interview timeframes
TB-67	System needs to be able to receive digital CX/R images (and attach to the correct person)
TB-212	System needs to capture all relevant EMR data
TB-164	System needs to create alert when a count status has changed
TB-213	System needs to differentiate between LTBI 2nd line drug treatment and a DR culture case
RQ-419	System needs to document Dates of Interview and Reinterview and who performed them
TB-292	System needs to generate a check list for the provider to complete prior to the release of a second line drug
TB-453	System needs to generate all current reports used for the correctional facilities
TB-474	System needs to generate all drug resistant current reports automatically for central Austin review and local/HSR/Other program/and branch level -by resistance -by LHD, Region, Hosp, TDCJ -By 2nd line drug/meds -400's- change in status -On DOT -Consult -Site of Disease Pulm
TB-454	System needs to generate annual reminder for renewal of a TB screening plan
TB-455	System needs to generate delinquent list monthly reports
TB-266	System needs to generate notification for medication refills from field to nursing
TB-165	System needs to generate RVCT form
TB-225	System needs to have a log of updates made to the system
TB-69	System needs to have capability to produce date/time stamps as needed
TB-70	System needs to have classification of "Not classified yet" for Case Registry
TB-456	System needs to have the ability for someone to update facility information on the correctional TB screening plan
RQ-378	System needs to identify "maybe" matches for human intervention
TB-110	System needs to identify documents from a lab - especially a positive smear - assign higher priority for positive smears
TB-214	System needs to integrate with the pharmacy system
TB-166	System needs to keep unreported labs/matched in queue for processing
TB-167	System needs to provide a list of case status 'non-count' by type
TB-429	System needs to provide medical information when patient is placed on therapy (ability to enter and display the info)
TB-168	System needs to put in queue all cases on meds >1 year with exceptions
TB-169	System needs to put in queue all MDR cases pending 2nd line drug testing
TB-170	System needs to put in queue all positive culture cases which have follow-up collection >30 days

Texas Department of State Health Services

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Exhibit - O DSHS Health Registries Detailed Registry Requirements
Texas Health and Human Services Commission
DSHS Health Registries Software Development and Maintenance - RFP No. HHS0001166

Requirement ID#	THISIS Registry Specific Requirements / TB/HIV/STD also known as THISIS
TB-171	System needs to put in queue cases when classification is suspect and not dispositioned after 90 days
TB-172	System needs to put in queue positive sputum cases pending sputum conversion >7days
TB-430	System needs to track next step or missing action (tickler system or to-do lists)
TB-173	System needs to update susceptibilities and drug resistance profile as they occur
TB-174	System needs to validate minimum case criteria before assigning RVCT #
RQ-373	System should (based on geocoding information) be able to suggest address corrections
TB-111	System should alert appropriate staff if new patient
TB-112	System should alert appropriate staff of positive smears
TB-113	System should alert CI/NCM of new cases
TB-431	System should alert coordinators office of new contacts/suspects
TB-114	System should alert for OOJ contacts with no dispo after 30/60/90 days
TB-294	System should alert Nurse Case Manager after 2 months of therapy completed
TB-115	System should alert user after 30/60/90 days if suspect has not been dispo'd
TB-71	System should alert user if contact is a contact of multiple cases
TB-72	System should allow all episodes to be linked
TB-8	System should allow case assignment to more than one staff at a time
RQ-366	System should allow data entry of just last 4 digits of SSN (partial ssn)
TB-73	System should allow for "on the fly" reports
TB-74	System should allow for AKA (aliases) for patient names
TB-215	System should allow for any file type to be attached to a case (including videos)
TB-175	System should allow for import of electronic lab report batches not coming from ELR
TB-475	System should allow for specified users in jurisdiction to develop custom reports
RQ-428	System should allow interview for more than 2 diseases without having to enter data multiple times
RQ-403	System should allow re-assignment of cases to a different DIS or DIS supervisor if someone is out of the office
RQ-393	System should allow users to associate a DIS and DIS supervisor with an STD clinic location and modify these settings on a regular basis from LHJ
RQ-363	System should allow users to 'Case Share' to deal with OOJ issues
TB-9	System should allow users to create and customize forms (existing and new) - and auto populate with existing data
TB-75	System should allow users to enter case data in the field (laptops)
TB-76	System should allow users to import data from Excel spreadsheet
TB-116	System should allow users to search for existing pt and display historical data to assist user in determining whether person matches
TB-216	System should assign condition of M Bovis or M Bovis BCG and alert appropriate staff
TB-176	System should assign RVCT number based on established criteria/allow for user override of RVCT type
TB-217	System should auto-calculate noncompliant DOT and send a notification to appropriate staff of noncompliance
TB-306	System should automatically alert Correctional TB Program if case diagnosed in Correctional facility.
TB-307	System should automatically alert Hep B and Hep C positive results to Hep Program

Exhibit - O DSHS Health Registries Detailed Registry Requirements
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DSHS Health Registries Software Development and Maintenance - RFP No. HHS0001166

Requirement ID#	THISIS Registry Specific Requirements TB/HIV/STD also known as THISIS
TB-308	System should automatically alert HIV program if a positive HIV report received
TB-117	System should automatically assign caseloads evenly and must be over rideable (considering schedules)
RQ-402	System should automatically populate a print template for DIS notification letters
TB-177	System should be able to alert when classification is missing
TB-118	System should be able to assign the key map/grid location to address automatically and be over writeable
RQ-229	System should be able to automatically flag labs/cases with confirmatory western blot positive, pregnancy status=true, and undetectable viral load
TB-119	System should be able to calculate distance between patients and provide printable directions
TB-10	System should be able to capture case notes (including case notes from providers/labs)
RQ-360	System should be able to capture variations of risk factors as used throughout the history of legacy data
TB-120	System should be able to create a report when appropriate staff haven't heard from TB Net
TB-483	System should be able to create predefined reports that output into an html file that can be posted on website
TB-121	System should be able to create teleforms (OCR)
TB-79	System should be able to display photos of patients
TB-226	System should be able to display tooltips
TB-218	System should be able to distinguish between M. Tuberculosis and M. Bovis
TB-476	System should be able to download dataset/flat file in certain formats (SAS, SPSS, xls, xml, csv, txt, etc.) for specified cases
TB-122	System should be able to geocode addresses and display on map
TB-457	System should be able to import roster/line list data (lists of LTBIs in the correctional facility)
TB-123	System should be able to import teleform data (read data)
TB-227	System should be able to link to online training resources
TB-78	System should be able to match to any existing record statewide on disease and report that match exists
TB-267	System should be able to notify the field supervisor of release of home isolation
TB-124	System should be able to print google map route to pdf format
TB-125	System should be able to prioritize cases/contacts/suspects based on flexible criteria
TB-126	System should be able to produce demographic maps based on genotyping
TB-127	System should be able to produce mileage reports
TB-139	System should be able to provide alternate routes based on weather and traffic conditions
TB-140	System should be able to receive data from external devices
TB-282	System should be able to receive ELR, including drug susceptibilities
RQ-410	System should be able to report all cases partners where related to in a lifetime
TB-178	System should be able to select event and associated documents associated with most recently assigned RVCT
TB-80	System should be able to track cases and contacts throughout all years in the system
TB-219	System should be able to track interruptions in therapy and notify appropriate staff
TB-220	System should be able to use lab results to automatically populate data fields
TB-340	System should calculate and produce an alert for second interview date (> 7 days from 1st interview date)

Exhibit - O DSHS Health Registries Detailed Registry Requirements
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Requirement ID#	THISIS Registry Specific Requirements
	TB/HIV/STD also known as THISIS
TB-221	System should calculate difference between treatment start and current date (subtracting any interruptions in therapy)
TB-380	System should calculate percentage of positive tests compared total number of tests given
TB-295	System should capture lack of response to therapy
TB-309	System should capture data from the DOT log
TB-296	System should capture date of symptom onset, dates of symptom assessment and symptoms or date of symptom improvement as well as progress notes.
TB-297	System should capture date of treatment start, date of first consecutive negative culture. System should consistently calculate interval (days) from Tx start to 1st negative culture.
TB-298	System should capture dates of radiographs, results of chart radiographs
TB-299	System should capture missing assessments (monthly clinical assessment)
TB-293	System should capture the dates of isolation, start and end date and status
TB-128	System should check that appropriate fields have been entered based on ATS classification
TB-310	System should collect all tests and results for a patient such as the following: Lab results CXR Results TB Skin Test IGRA LFT-CBC-HIV Test HIV HBV if needed HCV Glucose
TB-477	System should compare dates and generate line list with negative values -drug start-drug stop -drug-start-1st negative culture -1st positive smear-drug start -1st neg culture-drug stop
TB-311	System should compile a report for cases not closed, but should be closed
TB-381	System should create a report on the status of treatment completion for all infected contacts.
RQ-405	System should create alert for a DIS assigned a field record if the client already has a field record out (assigned already for another disease)
TB-312	System should create an alert for Follow-up sputum
TB-313	System should create an alert if adverse drug reaction including hospitalization in order to document consult with expert physician on possible treatment plan change
TB-77	System should detect and advise if a case was ever a contact
TB-179	System should establish count status based on existing case information provided by doctor on RVCT for event
TB-191	System should flag cases requiring staff to notify other state of case. Require staff to confirm communication sent.
TB-222	System should generate a list of patients whose meds need to be ordered/reordered
TB-129	System should generate real-time report to track progression of OOJ treatment status
TB-130	System should generate unique identifier for patients
RQ-371	System should geocode provider addresses
TB-515	System should have a deduplication queue for genotyping results for TB Service Program Area for manual deduplication (no automatic deduplication of genotyping)

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Texas Health and Human Services Commission
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Requirement ID#	THISIS Registry Specific Requirements TB/HIV/STD also known as THISIS
TB-81	System should have a line list or queue for patients who transferred, sorted by originating jurisdiction (view should be local or statewide depending on the user)
TB-131	System should have a queue for potential duplicates
TB-464	System should have a report of any B1/B2 note without dispo'd within 60 days of initial eval date
TB-82	System should have a report wizard
TB-228	System should have context sensitive help
TB-11	System should have flexible searching (search for multiple criteria)
TB-478	System should have the ability to add additional variables to predefined report without programming experience
TB-180	System should identify most recent RVCT available on file for patient (if not a new case)
TB-83	System should include a reporting engine
TB-181	System should include data fields to confirm notification sent to CDC
TB-12	System should include data/format for form 400B (multiple instances) and 400A (One 400A can link to multiple 400B's)
RQ-364	System should include spell check/grammar check for notes sections
TB-330	System should keep electronic scan of control order signed by patient and witness and local health authority
TB-331	System should keep electronic scan of paper consent signed by patient and witnessed by health care worker
TB-84	System should maintain address history
TB-182	System should maintain log of all RVCT numbers ever assigned
TB-183	System should maintain queue of all cases from jurisdiction missing critical information
TB-184	System should match on person view and retain multiple events
TB-275	System should match with vital statistics death - cause
TB-432	System should notify or produce report for all children not completing Tx
TB-223	System should notify reportable adverse reaction event via email to appropriate staff
TB-382	System should notify the jurisdiction who submitted the specimen of genotype results
TB-132	System should notify user when new ELR received
RQ-386	System should populate key map/grid location on the field record according to address and be able to be overwritten
TB-314	System should produce a line listing of active patients with demographic data and local or regional health department
TB-185	System should produce a Productivity Report by user and jurisdiction
TB-341	System should produce a reminder (validation) if M. Bovis- to ask about contact with livestock/dairy
TB-334	System should produce a reminder if report TB 340 is missing info (Part A, B, C)
TB-133	System should produce alert if pt <5 years old
RQ-404	System should produce alerts based on case management milestones
TB-300	System should produce an alert for chest x-ray review (based on 'next chest x-ray date)
TB-335	System should produce an alert if case is married or in daycare- should have at least one contact
TB-336	System should produce an alert if fewer than 3 contacts - or if not 3 contacts provide reason

Exhibit - O DSHS Health Registries Detailed Registry Requirements
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Requirement ID#	THISIS Registry Specific Requirements TB/HIV/STD also known as THISIS
TB-337	System should produce an alert if lab report received showing resistance to INH and rifampin in source case
TB-315	System should produce an alert if miss X doses of therapy, triggering intervention (e.g. court order)
TB-316	System should produce an alert if no specimen sent for genotyping
TB-134	System should produce appropriate forms/data based on ATS classification
TB-479	System should produce denormalized data in a format SAS can read
TB-276	System should produce line listing of all patients who have had reportable adverse drug reactions by jurisdiction
TB-465	System should produce notification/alert of any B1/B2 note without dispo'd within 45 days of initial eval date
TB-135	System should produce reminder for out of jurisdiction referrals
TB-283	System should receive susceptibility (first line, second line drugs required testing)
TB-338	System should record dates contacts are tested, date of physical separation for each contact, and date of non-infectiousness of index case.
TB-317	System should record health history fields
TB-318	System should record recommended dose count to assist and determine closure of the case
TB-319	System should record referral for social or medical services and outcome of referral
TB-339	System should record the relationship of the contact to all locations for possible transmission (not only the home address)
RQ-392	System should send alerts via email to DIS and DIS supervisor (ex. When a case has not been worked on for a specified time period).
TB-320	System should send the receiving jurisdiction and state program an alert if there is a transfer to another jurisdiction
TB-13	System should store cumulative history for each patient
TB-14	System should store history of case assignment
TB-85	System should track all LTBI events
TB-321	System should track lost to follow-up and moved cases
TB-86	System should track unique patient # from pharmacies
TB-322	System should trigger an alert when the case should have completed treatment
TB-186	System should update appropriate fields with new information and maintain history for necessary data
TB-268	System should update 'case record' when medication orders are changed/received/obtained instead of creating duplicates
RQ-365	System should use masks for phone/date/state/zip fields
TB-433	System to alert appropriate staff to conduct TST / IGRA (evaluate before placing follow-up TST)
TB-434	System to alert for all children <5years and TST/conduct eval and targeted/source case investigation (for LTBI child <2)
TB-15	System to alert if patient is <5 years
TB-269	System to alert if patient remains culture positive for more than 4 months
TB-323	System to alert staff if contacts in need of medical evaluation and treatment
TB-270	System to alert when patient remains smear positive for more than 45 days
TB-136	System to allow correctional facilities to enter data and hold all changes in queue for appropriate staff to approve

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Exhibit - O DSHS Health Registries Detailed Registry Requirements
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Requirement ID#	THISIS Registry Specific Requirements TB/HIV/STD also known as THISIS
TB-271	System to allow for input of multiple medical regimens (flexible)
TB-141	System to allow providers to report and hold all reports in queue for appropriate staff to approve
RQ-228	System to allow users to mark labs as false positive
TB-383	System to assist identifying contacts that are related/clusters based on specific criteria (or multiple criteria)
RQ-227	System to be able to automatically determine/mark false positives
RQ-230	System to be able to identify when a lab result has been received that changes a case from HIV to AIDs
TB-435	System to be able to link source case and contacts to locations
RQ-032	System to be able to make calls "urgent health matter"
TB-324	System to be able to produce incident report
TB-384	System to be able to track relationships between contacts and cases (current and historical data).
RQ-031	System to be smart enough to determine disease based on laboratory findings
TB-436	System to calculate date of 2nd skin test and a queue for contacts requiring 2nd skin test (current date > 2nd expected TST date)
TB-408	System to calculate percentage of infected contacts that start on treatment
TB-385	System to capture first name, last name, address, relationship to case, DOB and alias name for contacts
TB-386	System to generate a report of contacts of drug resistant cases
RQ-085	System to generate file for eHARS for incidence surveillance, using the correct eHARS template/file format
RQ-177	System to auto-generate pre-defined letters/emails/text messages (e.g. letters to providers or clients, appointment reminders)
TB-437	System to give recommendation of prioritization for the contact to be tested, with ability for supervisor to override
TB-438	System to give recommendations on priority for CI to start
TB-439	System to have a queue for all contacts under 5yrs old with negative 1st skin test without a 2nd skin test
RQ-139	System to have the capability to securely send a request for more information to a provider, including a link to the case
RQ-289	System to house and keep track of field records
TB-440	System to make recommendation to expand testing/contact investigation
TB-441	System to notify appropriate staff of all children with no evaluation and no TST
TB-442	System to notify it there is an Epi Link
TB-466	System to produce alert if pt has symptoms (LTBI, contacts and immigrants and refugees)
TB-409	System to produce line list of contacts with each contact's skin test and/or IGRA results
TB-486	System to propose itinerary
RQ-088	System to provide a lab report card (overview of cases and lab results and disposition of specimens)
TB-443	System to provide electronic Rx signature capabilities
TB-444	System to recommend 2nd skin-test/IGRA after 8-10 weeks after last exposure date
TB-445	System to recommend X-Ray and evaluation if skin test is > 5mm for contacts

Exhibit - O DSHS Health Registries Detailed Registry Requirements
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Requirement ID#	THISIS Registry Specific Requirements TB/HIV/STD also known as THISIS
TB-325	System to record consult to change treatment plan if interruption in therapy including: -resume therapy -restart therapy from the beginning
TB-326	System to record date and length of interruptions in therapy
TB-16	System to record drug name, number of milligrams of drug per dose, date drug started, date stopped, number doses of drug taken, number doses of drug recommended
TB-333	System to record drug start and stop date for each drug and number of doses taken for each drug and number of mg of medication
TB-327	System to record findings from physical exam. For example: Swollen lymph node (y/n), vision acuity (score), vision color discrimination
TB-387	System to record history of BCG, recent foreign travel, birth country, history of previous positive test for infection, history of previous TB disease and treatment completion status
TB-284	System to record molecular drug susceptibility mutations (results from CDC lab)
TB-410	System to record normal results as well as abnormal and consistent with TB radiological findings
TB-411	System to record responses of contacts to questions about risk factors: e.g. organ transplant, tumor necrosis factor alpha medications, steroid use, HIV infection, other immunocompromising illnesses
TB-388	System to record responses of contacts to questions about symptoms: e.g. cough, night sweats, weight loss, shortness of breath, fatigue, anorexia, hemoptysis, pain, swollen lymph node
TB-328	System to record symptoms of adverse drug reaction and date symptom first noted
TB-389	System to record treatment regimen for LTBI including length of treatment recommended
TB-137	System to send confirmation of receipt of information for sending and receiving jurisdictions
TB-332	System to track DOT assistance requested from other program
TB-512	System to track DOT, DOPT and ESAT
TB-285	System to track drug profile and code to define MDR, pre-XDR, XDR string, XDR, any DR
TB-390	System to trigger a reminder to update the patient record with the treatment information (TB 400's) on LTBIs and drug resistance cases every 90 days (only needed if the treatment information has not been updated)
TB-391	System to trigger an x-ray reminder at 2 years from closure date for contacts to drug resistance cases
TB-272	System will be able to assign patient an acuity# based on given medical criteria
TB-273	System will be able to check medication dosage for correctness based on patients weight and send notifications
TB-87	System will be able to report (export) information in Excel files, csv, pdf, txt
TB-187	System will calculate interval from last drug stop date to current date
TB-188	System will generate line list by date sent of case notifications sent to CDC
TB-189	System will generate line list by state of cases that transfer to Texas from other states
TB-481	System will generate line list for all variable values based on jurisdiction and time frame
TB-190	System will provide line list of records with missing information for specified variables for specified timeframes
TB-88	System will record variables that are not RVCT variables -e.g. dates of elevated liver function test results -date end results of molecular drug susceptibility testing -genotype results

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Requirement ID#	THISIS Registry Specific Requirements TB/HIV/STD also known as THISIS
	-e.g. glucose test results -value of IGRA beyond + or - -radiology description text file -Hepatitis B and C test results -Summary of dates of AFB smear results -Table or summary of dates of AFB culture results
TB-329	Systems should record location information for patient and alternate locating information
RQ-072	The test/toss list generated by Maven has to be user friendly and match existing test/toss list as much as possible. (Allow for minimal changes required by staff using the lists)
RQ-430	The system must be able to deactivate reports
TB-286	The system needs to be able to scan and upload the actual consult -Needs to have a Yes/No/View button for consult
TB-287	The system needs to generate a patient line list of all patients taking a second line drug -Drug name -drug dosage -Frequency -route -start/stop date -# of pills/vial dispensed -unit cost of Rx
TB-288	The system needs to generate drug resistant report that are still positive cultures/positive smears -Date TX started -Generate DR report by person for al +culture and +smear (include Dt TX Started)
TB-289	The system needs to have a list of physicians who are consults experts
TB-290	The system needs to have an alert trigger to the DR-TB program to validate provider consults, identify the ordering of a second line drug
TB-524	The system should be able to import an excel spreadsheet containing a batch of contacts (individual people) and automatically link the contacts to a case (event) that exists in the system
TB-547	The system to be able to keep a running drug cost of each DR-TB patient and have a total drug cost when the case is closed
RQ-251	Timestamp the date/time case was assigned or reassigned
RQ-300	Track date of entry of each document entered in Maven and include in export
TB-291	Track sputum follow-up at 30, 60 and 90 days. Sputum conversion is > or = to 1 day. sputum negative culture from last sputum positive culture
RQ-346	Tracking db to be replaced by Maven with legacy data having been imported into Maven
RQ-071	Use eligibility criteria to determine test/toss status automatically
RQ-278	Use enhanced geocoder currently used in the Houston Maven system
TB-274	User friendly data entry screens for intake notes (including a narrative field)
RQ-406	User should be able to document where DIS located the client
TB-482	User should have ability to select jurisdiction, year, type of case to run report
TB-89	Users also consist of providers who are reporting into the system and entering prescriptions - in both situations though the data must be reviewed prior to "being let in"
RQ-401	Users should be able to document follow-up activity

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Requirement ID#	THISIS Registry Specific Requirements TB/HIV/STD also known as THISIS
RQ-002	Users should be able to temporarily have edit access to cases that they can't normally edit. (Share events)
RQ-046	VCA/VCRA - Visual Case Analysis and Relationship Analysis - reports showing linkages of people/relationships, etc.
RQ-143	Weekly import/export of eHARS
RQ-062	When conflicts arise during merging, highlight conflict and allow user to choose which of the data fields to use - demographic information specifically
TB-392	When secondary case found alert to expand contact investigation and automatically notify investigators
TB-458	When the case registry is notified of a case that is within a correctional facility, the TB Corrections program needs to be notified.
TB-553	Workflow for patients on court ordered management
RQ-169	Would like to be able to re-order specific lists such as State, etc. Such that more commonly used list items are closer to the top.

Exhibit 17:
Final Revisions
to the Contract
V.01

Department of State Health Services (DSHS)
Health Registries
Contract No. HHS000116600001

Exhibit - 17 Final Revisions to the Contract
HHSC CONTRACT NO. HHS000116600001

By inclusion of this Exhibit, the Parties hereby agree to final revisions to the Department of State Health Services Health Registries Software Maintenance and Development Contract to which this Exhibit - 17 is attached. The revisions are stated in full in all sections. To the extent that these revisions may alter or conflict with other terms in the Contract, these terms supersede the altered or conflicting terms for all purposes. The final revisions are as follows:

1. **Exhibit - 1 Signature Document Section I. Purpose**.
Section 1. Purpose is hereby replaced with the following:

The HSHC ("System Agency"), an administrative agency within the executive department of the State of Texas and having its principal office at 4900 N. Lamar Blvd. Austin, TX 78756, and Conduent Public Health Solutions, Inc. ("Contractor" or "Conduent"), having its principal office at 100 Campus Drive, Florham Park, NJ 07932 (each a "Party" and collectively "the Parties") enter into the following contract for Maven registry development and support services (the "Contract" or "Agreement").

2. **Exhibit - 1 Signature Document Section V. Budget**
Section V. Budget is hereby replaced with the following:

The total amount of this Contract will not exceed TEN MILLION DOLLARS **($10,000,000.00)**. All expenditures under the Contract will be in accordance with **Exhibit 4-PRICING WORKBOOK.** To the extent deliverables are added to this contract, NTE prices based on the Master Fee Schedule (included in the pricing workbook) will be applied.

3. **Exhibit -3 Texas Health Registries License Agreement**
Exhibit - 3 Texas Health Registries License Agreement is hereby removed from the Contract Package. Exhibit 3 is reserved for future use.

4. **Exhibit - 5 Scope of Work Section 1.5.1.1.3 PMS Project Personnel (PER)**
Exhibit -5 Scope of Work Section 1.5.1.1.3 PMS Project Personnel (PER) requirement PER-EMSTR-006, requirement PER-BDR-006, requirement PER-BLR-006, requirement PER-HSN-006, and requirement PER-THS-006 is hereby replaced with the following:

The Contractor will comply with all HHS Security Policy EIS-AUP to the extent it knows or should know that it has access to confidential information received in performance of services under this Contract.

Texas Department of State Health Services

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5. Exhibit - 5 Scope of Work Section 1.5.1.1.3 PMS Project Personnel (PER)
Exhibit -5 Scope of Work Section 1.5.1.1.3 PMS Project Personnel (PER) requirement PER-BDR-004, requirement PER-EMSTR-004, requirement PER-BLR-004, requirement PER-HSN-004, and requirement PER-THS-004 is hereby replaced with the following:

Remove and replace any personnel deemed unacceptable by DSHS within the timeframes as approved in KPM003. Replacement personnel must have equal to or greater qualifications as determined by DSHS. Conduent may only assign a PM with who does not have a PMI certification with the written approval of HHSC.

6. Exhibit -5.1 Texas Registries Annual Maintenance Agreement, Introductory paragraph
Exhibit -5.1 Texas Registries Annual Maintenance Agreement, introductory paragraph is hereby deleted in its entirety and replaced with the following:

WHEREAS Conduent and the Customer have entered into a separate license agreement in respect of the core platform software ("Core Software") (as defined in the License Agreement); and
WHEREAS the Customer desires to obtain certain Maintenance Services (as defined below) from Conduent from time to time;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set forth, Conduent and the Customer hereby agree as follows:

The terms of Exhibit 5.1 are limited in applicability to the Annual Maintenance discussed herein and are in addition to the terms and conditions found elsewhere throughout this Contract.

7. Exhibit -5.1 Texas Registries Annual Maintenance Agreement, Section 1.1.5 De-supported
Exhibit -5.1 Texas Registries Annual Maintenance Agreement, Section 1.1.5 De-supported is hereby replaced with the following:

De-supported. This level of Maintenance Services is for a licensed version of the Software that is no longer routinely supported by Conduent. Maintenance Services will be provided on a strict time and materials basis at Conduent's then-current rates, conditional on Conduent having the resources available to support the Software. Conduent reserves the right to determine when the Software will be moved from supported to de-supported status.

While Conduent reserves the right to officially sunset/de-support certain versions of Maven, it communicates such decisions to the Maven customers well in advance as part of the

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regular Maven User Group (MUG), in which HHSC participates. An HHSC specific migration plan will be drafted and agreed upon mutually, to migrate HHSC if it may be impacted due to the sunset decision to a more recent and supported version of Maven. Conduent will ensure HHSC's program commitments are not impacted due to the sunset decision and will work with HHSC to migrate to a supported version.

8. Exhibit - 5.1 Section 6. Warranties, Section 6.1,
Section 6.1 is deleted in its entirety.

9. Exhibit - 5.1 Section 7 Limitation of Liability
Section 7 is deleted in its entirety.

10. Exhibit - 5.1 Section 8 Trademarks and Publicity
Section 8 is deleted in its entirety from Exhibit 5.1.

11. Exhibit - 5.1 Section 10 Governing Law and Venue
Section 10 is deleted in its entirety.

12. Exhibit - 5.1 Section 11 Confidentiality
Section 11 is deleted in its entirety from Exhibit 5.1.
This Clause shall be added as Section 7.02.1.1 of Exhibit 6, the Special Terms and Conditions.

13. Exhibit - 5.1 Section 12 Relationship of Parties
Section 12 is deleted in its entirety.

14. Exhibit - 5.1 Section 14 Notices
Section 14 is deleted in its entirety.

15. Exhibit - 5.1 Section 15 Severability
Section 15 is deleted in its entirety.

16. Exhibit - 5.1 Section 16 All Amendments in Writing
Section 16 is deleted in its entirety.

17. Exhibit - 5.1 Section 17 Dispute Resolution
Section 17 is deleted in its entirety.

18. Exhibit - 5.1 Section 18 Survival
Section 18 is deleted in its entirety from Exhibit 5.1.
This Clause shall be added as Section 13.06 to the Special Terms and Conditions.

TEXAS
Health and Human Services

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

19. Exhibit - 5.1 Section 19 Schedules; Entire Agreement
Section 19 is deleted in its entirety.

20. Exhibit - 5.1 Schedule A-1, A-2, A-3, A-4, and A-5 Section 11 and Section 12
Schedule A-1, A-2, A-3, A-4, and A-5 Section 11 and Section 12 is deleted in its entirety.

21. Exhibit 6, HHSC Special Terms and Conditions, will be revised with the addition of the following as Section 7.02.1.

7.02.1   CONFIDENTIALITY

7.02.1.1   The Parties acknowledge that the Customer may come into contact with items that consist of or contain confidential or proprietary data or information (collectively "Conduent Confidential Information"), the disclosure of which to or use by third parties would be damaging to Conduent. Such items include, without limitation, the following: the Core Software, Documentation, knowledge of Conduent's product and services pricing, application development plans, techniques and proprietary know-how, whether in tangible or intangible form and whether or not marked as "confidential," that may be obtained from any source as a result of or in connection with this Agreement, as well as all such other information designated by Conduent as confidential which has or shall come into possession or knowledge of Customer in connection with this Agreement or the performance hereof (or any other agreement between the parties hereto). Except as permitted in this Agreement, the Customer shall not use, disclose, or distribute to any person, firm, or entity any Conduent Confidential Information, and neither the Customer nor its officers, directors, employees, consultants, representatives, or agents shall make known, divulge, or communicate any Conduent Confidential Information to any person, firm, or enterprise.

7.02.1.2   As used in this Agreement, the term "Conduent Confidential Information" shall not include any information which the receiving party can demonstrate (i) is in the public domain through no fault or breach of confidentiality by such receiving party, (ii) has been provided by the disclosing party to others without a requirement of confidentiality (except for any disclosure made by it in response to any governmental directive or order of any court), (iii) was known by the receiving party prior to its disclosure by the disclosing party and was not obtained in such circumstances subject to a requirement of confidentiality, (iv) was received lawfully from a third party without an obligation of confidentiality, (v) was developed independently and without the use of any Conduent Confidential Information exchanged pursuant to this Agreement, or (vi) is required to be disclosed by the receiving party by law or pursuant to an order of any court or administrative body; provided, that the receiving party (A) shall provide the disclosing party with prompt notice of such request or order, including copies of subpoenas or orders requesting such Conduent Confidential Information, (B) shall cooperate reasonably with the disclosing party in resisting the disclosure of such Conduent Confidential Information via a protective order or other appropriate legal action, and (C) shall not make disclosure pursuant thereto until the

disclosing party has had a reasonable opportunity to resist such disclosure, unless the receiving party is ordered otherwise.

7.02.1.3   Customer shall promptly notify Conduent if Customer learns of an unauthorized disclosure or release of Conduent Confidential Information by any person obtaining such Conduent Confidential Information from or through the Customer, and shall reasonably assist Conduent in any action taken against the person(s) responsible for such unauthorized release.

7.02.1.4   Customer's disclosure of Conduent's confidential information pursuant to applicable law, shall not be a breach of this Agreement.

7.02.3.5   Customer acknowledges and agrees that any unauthorized disclosure by it of any Conduent Confidential Information may cause irreparable damage to Conduent and that, in addition to other remedies available at law or in equity, Conduent shall be entitled to seek temporary or permanent injunctive relief to prevent or remedy any breach of this Section.

7.02.3.6   In addition to the other confidentiality obligations hereunder, the Customer agrees with respect to the Core Software received by the Customer: (i) that the Core Software constitutes extremely valuable trade secrets and other intellectual property and confidential information of Conduent; (ii) that unauthorized disclosure or use of the Core Software shall cause Conduent significant damage and harm; (iii) to neither remove nor permit the removal of the Core Software from the premises of the Customer set out in Schedule A; (iv) to have appropriate security features implemented on the hardware on which the Core Software resides to ensure that it is not misappropriated by or disclosed to unauthorized persons; (v) to maintain such hardware in a secure environment; and (vi) to take all measures necessary to ensure that the Customer employees and Authorized Agents who have access to the Core Software: (A) do not disclose it to third parties; and (B) use it only on behalf of the Customer for the purposes authorized under this Agreement. The Customer shall keep a list of all the Customer employees and Authorized Agents who have had access to the Core Software.

7.02.3.7   Conduent shall be entitled to inspect the premises of the Customer on 24 hours' notice in order to audit compliance with the obligations set out in this Agreement.

22. Exhibit 6 Article VIII Disputes and Remedies, Section 8.05, Miscellaneous Provisions

Section 8.05, which amends Section 8.15 of the Uniform Terms and Conditions, Survivability, is revised to add the following:

23. (q) Section 4.3 (Taxes) of Exhibit 5.1,
(r) Section 15.01 of Exhibit 6 (Limitation on Liability),
(s) Section 15.02 of Exhibit 6 (Trademarks and Publicity), and
(t) Section 7.02 (Confidentiality).

24. Exhibit - 6 Article IX. Damages, Section 9.01 Availability and Assessment Trademarks and Publicity

Section 9.01 of the Special Conditions, is hereby replaced with the following:

Notwithstanding any other clause in this agreement, either party will be entitled to actual and direct damages resulting from the other party's own negligent or wrongful acts or omissions and failure to comply with any of the terms of the Contract in an amount <u>not to exceed</u> twice the value of the Contract. Neither party shall be entitled to indirect, incidental, special or consequential damages.

25. Exhibit 6 Article XV. Limitation of Liability Section 15.01 Limitation of Liability
     Section 15.01.1 is deleted in its entirety.

26. Exhibit - 6 Article XV. Limitation of Liability Section 15.02 Trademarks and Publicity
     The reference to "Base Software" is replaced with "Core Software"

27. Exhibit - 6 Article XIII. Miscellaneous Provisions

Section 13.07 of the Special Conditions is hereby added:

The Contract constitutes the entire agreement of the Parties regarding the topic of development, support and maintenance and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by HHSC. For the avoidance of doubt the parties have entered into a separate agreement that covers the distinct but related topic of licensing the software to be used for this project.

28. Exhibit 10.3 Contractor Insurance Coverage
     Exhibit 10.3 Contractor Insurance Coverage ACORD forms is hereby replaced with the following (next 3 pages):

Vendor's Company Name:

Texas Department of State Health Services
HHSC CONTRACT NO. HHS000116600001

Health Registries Software Development and Maintenance
Table of Contents

Service Domain Description	Worksheet Title / Hyperlink	Description
Instructions	Instructions	Cost workbook instructions for all the tabs.
DIR IT Category Classification	IT Category Descriptions	Worksheet for Vendor to provide IT Labor Categories to be used for the Price and Labor Rate tabs.
DIR NTE Rates	DIR NTE Rates	DIR Published Not to Exceed (NTE) Rates to be used by the vendor for completing the Labor rates tab.
Labor Rates	Labor Rates	Worksheet for Vendor to provide Hourly Rates and Composite Rates for the Software Development and Maintenance services (committed labor rates and composite rate).
Total Price Summary	Total Price Summary	Worksheet for Vendor to provide a summary of the total proposed Price for all registries.
Master Fee Schedule with Definitions	Master Fee Schedule with Definitio	Worksheet contains the Master Fee Schedule provided by the Vendor.
Transition Services subdomain	TRA_A	Worksheet for Vendor to provide the Price for Transition Services. Activities must take place between the Contract award date and the Contractor's operation start date.
EMS/Trauma Registry	EMSTR_B	Worksheet for Vendor to provide the Price for Design Development and Implementation, Support Maintenance Services and Special Registry Requests (SRR) for the Trauma Registry.
Birth Defect Registry	BDR_B	Worksheet for Vendor to provide the Price for Design Development and Implementation, Support Maintenance Services and Special Registry Requests (SRR) for the Birth Defects Registry.
Child and Adult Blood Lead Registry	BLR_B	Worksheet for Vendor to provide the Price for Design Development and Implementation, Support Maintenance Services and Special Registry Requests (SRR) for the Blood Lead Registry.
Texas Healthcare Safety Network Registry (TxHSN)	TxHSN_B	Worksheet for Vendor to provide the Price for Design Development and Implementation, Support Maintenance Services and Special Registry Requests (SRR) for the Texas Health Safety Network Registry.
TB/HIV/STD Registry (THISIS)	THISIS_B	Worksheet for Vendor to provide the Price for Design Development and Implementation, Support Maintenance Services and Special Registry Requests (SRR) for the THISIS Registry.
Turnover Services subdomain	TUR_B	Worksheet for Vendor to provide the Price for Turnover Services for all registries. Activities must take place between the Turnover start date and the Contract end date.
Annual Maintenance	Annual_MAINT_C	Annual Maintenance for the Registries with at least one Core release / quarter with all the MUG changes, patches and upgrades. This tab also includes the Premiums for the Penal Sum of bonds
Maintenance Service Levels	Maintenance_Service_Levels_C	Metal Maintenance Services for Registries
EMS/Trauma Registry Projects	EMSTR_Project	Worksheet contains the projects for the EMS Trauma Registry that the vendor needs to quote in the pricing workbook.

Vendor's Company Name:

Texas Department of State Health Services
HHSC CONTRACT NO. HHS000116600001

Health Registries Software Development and Maintenance
IT Category Descriptions

The IT category description worksheet contains the roles and their associated descriptions which are based on the statewide DIR roles and responsibilities with their associated Not-to-Exceed hourly rates.

The Vendor must use these DIR roles and descriptions to closely approximate their internal staffing roles and descriptions for all Software Development, Maintenance, and SRR services.
The Vendor will place their associated role in the RFO resource column located within each of the five registry domain tabs, the MAINT_B tab, the Turnover tab and the Transition tab.

CATEGORY	Descriptions of IT Staffing Services Titles
1. APPLICATIONS	
Programmer/Developer Analyst	Plans, develops, tests, and documents computer programs, applying knowledge of programming techniques and computer systems. Evaluates user request for new or modified program, such as for financial or human resource management systems, clinical research trial results, statistical study of traffic patterns, or analyzing and developing specifications for bridge design, to determine feasibility, cost and time required, compatibility with current system, and computer capabilities. Consults with user to identify current operating procedures and clarify program objectives. Formulates plan outlining steps required to develop program, using methodologies such as structured analysis and design or object-oriented development.
	Work involves assisting in analyzing systems outlines to develop programs for computer applications, writing solution programs, documenting the methods and procedures used in program development, and testing and correcting programs. Works under moderate supervision with limited latitude for the use of initiative and independent judgment. Develops block diagrams and machine logic flowcharts to represent operations and data flow for applications.
	Captures requirements using industry standard development frameworks and tools. Designs reports, forms and letters along with computer terminal screen displays to accomplish goals of user request. Reviews screens, reports, forms and letters designs with users. Converts project specifications, using industry standard tools, such as object-oriented tools and code generation, into sequence of detailed instructions and logical steps for coding into language processable by computer, applying knowledge of computer programming techniques and computer languages.
	Enters program codes into computer system. Enters commands into computer to run and test program. Reads computer printouts or observes display screen to detect syntax or logic errors during program test, or uses diagnostic software to detect errors. Replaces, deletes, or modifies codes to correct errors. Analyzes, reviews and alters program to increase operating efficiency or adapt to new requirements. Writes documentation to describe program development, logic, coding, and corrections. Writes manual for users to describe installation and operating procedures. Assists users to solve operating problems. Recreates steps taken by user to locate source of problem and rewrites program to correct errors. May use computer-aided software tools in each stage of system development. May train users to use program. May oversee installation of hardware and software. May provide technical assistance to program users. May install and test program at user site. May monitor performance of program after implementation. May specialize in developing programs for business or technical applications.
	Possess hands on knowledge of EIR Accessibility, required technical specifications(i.e. US Section 508 and WCAG2.0), and tools used to code / validate for EIR Accessibility. Integrates EIR accessibility criteria into appropriate phases of requirements planning, design, development, and test.
Programmer/Developer Analyst 1	1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
Programmer/Developer Analyst 2	4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
Programmer/Developer Analyst 3	8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, may lead and direct the work of others, a wide degree of creativity and latitude is expected.
Programmer/Developer	Converts data from project specifications and statements of problems and procedures to create or modify computer programs. Prepares, or receives detailed specifications to describe sequence of steps that program must follow and input, output, and logical operations involved. Analyzes specifications, applying knowledge of computer capabilities, subject matter, and symbolic logic. Confers with supervisor and representatives of departments concerned with program to resolve questions of program intent, data input, output requirements, and inclusion of internal checks and controls. Converts detailed specifications to language processable by computer. Enters program codes into computer system. Inputs test data into computer. Observes computer monitor screen to interpret program operating codes. Corrects program errors, using methods such as modifying program or altering sequence of program steps. May prepare computer block diagrams and machine logic flowcharts for detailed coding of problems, and provides for the documentation of programming work.
	Writes instructions to guide operating personnel during production runs. Analyzes, reviews, and rewrites programs to increase operating efficiency or to adapt program to new requirements. Compiles and writes documentation of program development and subsequent revisions. May assist computer operator to resolve problems in running computer program. May work with Systems Analyst to obtain and analyze project specifications. May direct and coordinate work of others to write, test, and modify computer programs. Work involves writing programs to solve problems, documenting the methods and procedures used in program development, and testing and correcting programs. Work involves analyzing system outlines to develop programs for computer applications; writing solution programs; May train others. Works under general supervision with limited latitude for the use of initiative and independent judgment. Analyzes proposed computer applications in terms of equipment requirements and capabilities. Assists in developing solutions to software-related problems. May assist in the generation or installation of systems software.
	Prepares test data. May assist in writing and maintaining functional and technical specifications. Experience in computer programming work. Knowledge of the principles, practices, and techniques of computer programming and systems analysis, of computer operations procedures and systems, and of computer programming languages. Skill in the use of computer equipment. Ability to design programs and systems architecture; to prepare program specifications; to code, test, and debug computer programs; to interpret technical information relating to computer programming and other areas of data processing; and to communicate effectively.
	Possess hands on knowledge of EIR Accessibility, required technical specifications(i.e. US Section 508 and WCAG2.0), and tools used to code / validate for EIR Accessibility. Implements EIR accessibility during coding, develops test cases, and tests developed code for compliance to EIR Accessibility technical specifications.
Programmer/Developer 1	1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
Programmer/Developer 2	4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
Programmer/Developer 3	8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.
Software Test Analyst	Develops, publishes, and implements test plans. Writes and maintains test automation. Evaluates, recommends, and implements automated test tools and strategies. Develops, maintains, and upgrades automated test scripts and architectures for application products. Also writes, implements, and reports status for system test cases for testing. Analyzes test cases and provides regular progress reports. Participates in the testing process through test review and analysis, test witnessing and certification of software.
	Possess hands on knowledge of EIR Accessibility and required technical specifications(i.e. US Section 508 and WCAG2.0). Has experience with accessibility validation tools and assistive technologies such as screen readers. Develops and executes accessibility test plans and test cases. Documents test results and communicates issues to developers for remediation. Performs regression testing when remediation is claimed to be complete
Software Test Analyst 1	1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
Software Test Analyst 2	4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
Software Test Analyst 3	8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.
Technical Writer	Develops and maintains user and technical documentation and project process documentation for Application Teams. Understands the user's view of applications and /or technology and is able to put procedures in a logical sequence. Provides expertise on technical concepts of applications and /or user groups and structuring procedures in a logical sequence, due to a broad understanding of the applications. Writes a variety of technical articles, reports, brochures, and/or manuals for documentation for a wide range of uses. May be responsible for coordinating the display of graphics and the production of the document.
	Develop, enhance, and maintain user documentation for multiple applications including documentation required for the operations provider. Develop on-line source documentation as appropriate. Maintain documentation libraries and subscription lists. Identify, create, revise, and maintain documentation and templates. Ensure appropriate control access/use of documentation materials. Maintain application and user documentation. Ensure messages and terminology is consistent across all written materials. Research and complete documentation service requests. Communicate accurate and useful status updates. Manage and report time spent on all work activities. Follow quality standards. Ability to work in a team environment. Strong communication skills: both written and spoken
	Composes technical documents, manuals, bulletins, brochures, publications, training manuals, and special reports. Organizes and coordinates the composition of material and drafting of forms suitable for reproduction. Reviews and edits prepared material and illustrations. Develops and refines material for publication in journals and periodicals. Prepares informational material for release to the mass media. Works with agency staff in the development of formats, graphics, and the layout of publications. Assists agency staff in preparing and refining material for speeches and other public presentations. May research product design, capabilities, and compatibility ranges.
	May oversee the writing, editing, publishing, and distribution of specification documents. May review various resources and prepare analyses or summaries. May train others. Experience in technical writing, journalism, or communications work. Knowledge of the techniques and methods of planning, organizing, and writing various types of materials; of research methodology; and of departmental policies, procedures, and regulations. Skill in the use of office equipment. Ability to conduct research; to compose, review, illustrate, and edit technical documents, materials, and reports; to communicate effectively; and to train others.
	Has knowledge/experience implementing and testing EIR Accessibility technical requirements for all assigned deliverables.
Technical Writer 1	1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
Technical Writer 2	4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
Technical Writer 3	8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.
Business Analyst	Reviews, analyzes, and evaluates business systems and user needs. Formulates systems to parallel overall business strategies. Experienced with business process reengineering and identifying new applications of technology to business problems to make business more effective. Familiar with industry standard (including Legacy, Core, and Emerging technologies), business process mapping, and reengineering. Prepares solution options, risk identification, and financial analyses such as cost/benefit, ROI, buy/build, etc. Writes detailed description of user needs, program functions, and steps required to develop or modify computer programs.
	Prepare and document Functional and Technical Specifications for reporting and data warehouse work. Assist with business warehouse/intelligence support and enhancements. Develops RFOs. Assist in deployment and management of end-user reporting tools and platforms. Work with IT and business project teams to understand reporting and data warehousing requirements and propose solutions. Document and provide knowledge transfer to the rest of the Enterprise Reporting Team for all solutions.
	Reviews, analyzes, and evaluates business systems and user needs. Formulates systems to parallel overall business strategies. Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Familiar with relational database concepts, and client-server concepts. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision; typically reports to a project leader or manager. A certain degree of creativity and latitude is required.
	Understands EIR Accessibility and its risks / advantages. Includes EIR Accessibility requirements in analysis work. Ensures that EIR accessibility requirements are integrated into program / project plans specifications whether the EIR is developed or procured.
Business Analyst 1	1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
Business Analyst 2	4-7 years of experience in the field or in a related area as a senior Business Analyst (Technical). Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment. 2+ years of experience as a data analyst analyzing raw data using Excel, Tableau, etc.
Business Analyst 3	8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected. Min 5 years of experience, served as a liaison between the Business community and Customer IT Teams (i.e., Architecture, Project Delivery, Application Sustain, etc.). Strong experience as a Data Analyst in analyzing raw data, and as a Business Analyst in requirements gathering, understanding technology, and any project management experience with PMP are a huge plus.
System Analyst	Understands business objectives and problems, identifies alternative solutions, performs studies and cost/benefit analysis of alternatives. Analyzes user requirements, procedures, and problems to automate processing or to improve existing computer system: Confers with personnel of organizational units involved to analyze current operational procedures, identify problems, and learn specific input and output requirements, such as forms of data input, how data is to be summarized, and formats for reports. Writes detailed description of user needs, program functions, and steps required to develop or modify computer program. Reviews computer system capabilities, specifications, and scheduling limitations to determine if requested program or program change is possible within existing system.
	Studies existing information processing systems to evaluate effectiveness and develops new systems to improve production or specifications as required. Prepares specifications to detail operations to be performed by equipment and computer programs and operations to be performed by personnel in system. Conducts studies pertaining to development of new information systems to meet current and projected needs. Plans and prepares technical reports, memoranda, and instructional manuals as documentation of program development. Upgrades system and corrects errors to maintain system after implementation. May assist computer programmer in resolution of work problems related to project specifications, or programming. May direct and coordinate work of others to develop, test, install, and modify programs.
	Provides technical assistance and support for applications and hardware problems and for information sharing with external entities in a customer service environment. Provides field coordination and planning for the effective use of management information systems. Determines operational, technical, and support requirements for the location, installation, operation, and maintenance of various office equipment and systems. Prepares charts, diagrams, tables, and flowcharts. Details input and output record formats for computer programs. Assists in formulating logical descriptions of problems and devising optimum solutions. Assists in the design, development, and maintenance of various computer applications. May provide support and make recommendations for information technology systems processes associated with software technology planning, development, implementation, system security, and interfaces.
	Graduation from an accredited four-year college or university with major course work in computer science, computer information systems, or management information systems is generally preferred. Knowledge of the limitations and capabilities of computer systems and of the techniques used in the design of non-automated systems, of information technology equipment, of applicable programming languages, of computer hardware and software, of computer operating systems, of writing program code, and of automated mapping. Ability to analyze systems and procedures, to write and revise standards and procedures, to communicate effectively, and to train others.
	Has working knowledge of EIR Accessibility standards and assistive technologies. Analyzes and diagnoses accessibility related problems and documents proposed corrective actions or alternative methods of access.
System Analyst 1	1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
System Analyst 2	4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
System Analyst 3	8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.
2. DATA MANAGEMENT	
Database Architect	Designs and builds relational databases. Develops strategies for data acquisitions, archive recovery, and implementation of a database. Cleans and maintains the database by removing and deleting old data. Must be able to design, develop and manipulate database management systems, data warehouses and multidimensional databases. Requires a depth and breadth of database knowledge that shall help with formal design of relational databases and provides insight into strategic data manipulation. Responsible for making sure an organization's strategic goals are optimized through the use of enterprise data standards. This frequently involves creating and maintaining a centralized registry of metadata.
	Has working knowledge of EIR Accessibility standards and assistive technologies. Ensures that all user interfaces for database administration and inputting, viewing, outputting data(via reports) are compliant with accessibility standards.

Database Architect 1	1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
Database Architect 2	4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
Database Architect 3	8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.
Data Warehouse Architect	Designs, implements and supports data warehousing. Implements business rules via stored procedures, middleware, or other technologies. Defines user interfaces and functional specifications. Responsible for verifying accuracy of data, and the maintenance and support of the data warehouse. Knowledge of data warehouse end-to-end implementation processes, from business requirement logical modeling, physical database design, ETL, end-user tools, database, SQL, performance tuning. Demonstrated problem resolution skills with team of persons, and strong leadership with implementation team Experience in data warehouse design and data modeling (both relational and dimensional) and development and maintenance of multi-dimensional data models. Development experience in implementation of data warehousing utilizing RDBMS. Understanding of data warehouse Metadata concepts, tools and different data warehouse methodologies. Expertise in SQL and proficiency in database tuning techniques. Responsible for the ongoing architecture and design of the data warehouse, data mart, and reporting environments. Develop strategies for flexibility and scalability, and define the future technical architecture direction for the business intelligence reporting physical environment. Responsible for proper selection of appropriate hardware, software, tools and system lifecycle techniques for the different components of the end-to-end data warehouse architecture including ETL, metadata, data profiling tools, database platform, performance monitoring, reporting and analytic tools. Defining and documenting the technical architecture of the data warehouse, including the physical components and their functionality. Setting or enforcing standards and overall architecture for data warehouse systems. Monitoring the data warehousing industry and assisting in establishing the organization's data warehousing strategy and section of strategic warehousing tools and techniques. Ensuring compatibility of the different components of the DW architecture and ensuring alignment with broader IT strategies and goals. Ability to educate the project teams on the standards and architecture of each component of the data warehouse architecture. Very strong written and oral communication skills. including some presentation skills. Has working knowledge of EIR Accessibility standards and assistive technologies. Ensures that user interfaces for database administration and inputting, viewing, outputting data(via reports) are compliant with accessibility standards
Data Warehouse Architect 1	1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
Data Warehouse Architect 2	4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
Data Warehouse Architect 3	8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.
Database Administrator	Establishes physical database parameters. Codes database descriptions and specifies identifiers of database to database management system or directs others in coding database descriptions. Calculates optimum values for database parameters, such as amount of computer memory to be used by database, following manuals and using calculator. Specifies user access level for each segment of one or more data items, such as insert, replace, retrieve, or delete data. Specifies which users can access data bases and what data can be accessed by user. Tests and corrects errors. and refines changes to database. Enters codes to create production data base. Selects and enters codes of utility program to monitor database performance, such as distribution of records and amount of available memory. Directs programmers and analysts to make changes to data base management system. Reviews and corrects programs. Answers user questions. Confers with coworkers to determine impact of data base changes on other systems and staff cost for making changes to data base. Modifies data base programs to increase processing performance, referred to as performance tuning. Workers typically specialize in one or more types of data base management systems. Providing assistance in the planning, development, maintenance, and monitoring of integrated database systems, and ensuring that the conceptual and design phases of new applications are consistent with the structural parameters within the database environment. Evaluates users' requests for new data elements and systems, incorporates them into the existing shared data environment, and provides technical assistance. Coordinates the use of data to ensure data integrity and control redundancy, loads databases, and reorganizes as needed. Performs data modeling and prototyping. Performs logical and physical data modeling, designs relational database models, and creates physical data models from logical data models. Performs security recovery procedures. Determines and implements database search strategies and storage requirements. Maintains data dictionary ensuring uniformity of definitions and sets standards for use of data dictionary. Monitors database performance and recommends efficiency improvements. Creates test database environment for applications section, including the creation of necessary libraries and procedures. Executes the procedures necessary to save, retrieve, and recover databases from hardware and software failures within established procedures. Assists with determining, implementing, and enhancing standards on database security and with monitoring agency disaster recovery procedures and systems. Assists with the installation of database software and with analyzing, designing, and implementing databases. Assists in benchmarking and threshold testing of databases and with establishing and controlling necessary database security. Assists in the selection of database management software. Experience in computer systems analysis or computer programming work. Knowledge of the principles, practices, and techniques of computer programming and systems design; of computer operations, systems, and procedures; of project control and cost estimating techniques; of computer programming languages; of data processing flowcharting techniques; of database structures and theories; and of current database technology. Has working knowledge of EIR Accessibility standards and assistive technologies. Ensures that user interfaces for database administration and inputting, viewing, outputting data(via reports) are compliant with accessibility standards. Provides support to users in obtaining data / information when EIR Accessibility issues arise.
Database Administrator 1	1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
Database Administrator 2	4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
Database Administrator 3	8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

3. ENTERPRISE ARCHITECT

Enterprise Architect	Responsible for translating the client's business requirements into specific systems, applications or process designs with interlocked financial modeling for very large complex technical solutions. Analyzes customer service requirements and designs service solutions to meet those objectives. Primary expert to construct the specific solution, scope document, risk profile, and corresponding financials. Maintains and utilizes detailed industry and internal services knowledge in the construction of industry-leading services solutions, including expert working level knowledge of the processes, technologies, and people components involved in the services arena.. Uses expertise to construct specific and detailed solutions that encompass process, technology, and staffing plans for customer sales opportunities. Constructs risk assessments and corresponding remediation plans relative to complex services proposals. Participates in the construction of detailed financial models that align with complex services proposals. Composes Statement of Work or other documents, using departmental automation tools as available, to craft detailed and accurate deliverables that specify processes, technology, staffing, and project management involved in proposed services solutions. As needed, provide a "trusted expert advisor" role as a Subject Matter Expert for technical services, to both internal and external customers, ranging from formal advice to internal and external customer presentations. Follow all organizational Standard Operating Procedures relative to cost modeling, approvals and reviews, and all other associated workflow and deliverables. Has working knowledge of EIR Accessibility standards, assistive technologies, benefits, and risks. Ensures that user interfaces for database administration and inputting, viewing, outputting data(via reports) are compliant with accessibility standards
Enterprise Architect 1	1-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
Enterprise Architect 2	8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

4. PROJECT MANAGEMENT

Project Manager	Designs, plans, and coordinates work teams. Follows standard project management industry practices such as the PMI's framework. Understands business and technical objectives of a project and works closely with project sponsor. Develops detailed work plans, schedules, project estimates, resource plans, and status reports. Conducts project meetings and is responsible for project tracking and analysis. Ensure adherences to quality standards and reviews project deliverables. Manages the integration of vendor tasks and tracks and reviews vendor deliverables. Provides technical and analytical guidance to project team. Recommends and takes action to direct the analysis and solutions of problems. Communicates to client/vendors. Creates project charter and work plan and tracks budget and schedule progress via appropriate metrics. Establishes project organization and methodologies and defines roles and responsibilities. Documents risks and develops mitigation plans. Manages scope. Creates and implements a communication plan. Builds an effective team, assigns tasks to team members, and evaluates outcomes. Negotiates resources. Communicates to stakeholders and project sponsor. Identifies, tracks, and ensures resolution of issues and removal of barriers. Provides technical support to project team members. Handles complex application features and technical designs. Designs and implements the components required for complex application features. Generally manages a group of applications systems analysts. Relies on experience and judgment to plan and accomplish goals. Professional certification is highly desirable. Solid understanding of various SDLC models such as Waterfall, Spiral, Agile etc. Strong working experience on various Project Management software and tools. Solid understanding of IT project management best practices. May require specific PC, workstation, operating system, application or platform skills. Provides overall direction to the formulation, development, implementation, and delivery of a project. Exercises management responsibility over the achievement of performance, revenue, and profit objectives of a project and its contracts. Ensures that the project plan maintains tasks, schedules, estimates, and status, and disseminates information to team members and customers. Creates a structure and organization for the management of a complex environment with emphasis on quality, productivity, and consistency. Directs corrective actions in any area where performance falls below objectives. Arranges for the assignment of responsibility to other supporting facilities, business areas, and support functions, and monitors their performance. Self-directed and independent. Responsible for the coordination and completion of projects. Oversees all aspects of projects. Sets deadlines, assigns responsibilities, and monitors and summarizes progress of project. Prepares reports for upper management regarding status of project. Understands EIR Accessibility requirements and their technical specifications. Ensures the EIR Accessibility is integrated into the project lifecycle at the appropriate points (planning, design, development, test, etc.) and ensures that resources are included to implement EIR accessibility within the project.
Project Manager 1	3- 7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment. Minimum of three (3) years of progressive broad-based information systems, system integration and project delivery experience. Experience working with external vendors and/or Quality Assurance efforts a plus.
Project Manager 2	8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected. Certification in Project Management by a recognized project management organization or Scrum Master a plus.
Project Lead	The Project Lead shall have day to day responsibility for management of a project team, providing technical team leadership on complex projects. They are responsible for program design, coding, testing, debugging, documentation and support. They shall have full technical knowledge of all phases of applications systems analysis and programming. There may be multiple phases of the project for which they have responsibility. This person shall manage day-to-day execution of design, development, testing and implementation activities; actively encourage and facilitate communication between the business analysts, development, and QA teams; and ensure that system requirements are documented. complete. accurate and approved. This person shall ensure formal design reviews are held regularly for each iteration or code cycle and work with program leadership team to establish and manage the project iteration and release cycles and attend release planning meetings. This person shall manage development activities and coordinate technical and application components with other Company projects and applications; ensure that appropriate system support and maintenance documentation is complete, which includes support documentation for Help Desk support and maintenance staff. This person shall also review release notes for accuracy, and work with Project Delivery Manager to determine project resource requirements. Understands EIR Accessibility requirements and their technical specifications. Ensures the EIR Accessibility are planned and performed at the identified phases of the project or procurement. Makes appropriate trade offs to ensure that accessibility requirements and criteria are maintained throughout the development / procurement process. .
Project Lead 1	1- 7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
Project Lead 2	8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

5. TELECOM / NETWORKING

Network Engineer	Responsible for installing networking technologies and supporting networks. Performs highly complex network engineering work. Data engineer that operates, monitors and manages network infrastructure. Responsible for the design, implementation, management and operational support of Network Infrastructure. Assesses existing network configurations and makes recommendations based on product specifications. Configures equipment and software to meet business needs, trains others on the solution, and documents the solution for ongoing support. Functions as part of a team on larger projects, or individually provides the services on support visits or smaller projects. Provides technical support and assists with the design of network solutions. Requires experience in the technical services and support field as well as experience in network administration (DHCP, DNS, routers, firewall, etc.).
Network Engineer 1	1- 5 years experience. Responsible for Network Infrastructure support. Work includes monitoring the Network bandwidth utilization, installation, configuration, repair and maintenance. Experience with TCP/IP, UDP, DHCP, DNS, MPLS, SONET, DWDM, EIGRP, BGP, HSRP, FTP, SFTP, STP, RSTP, TACACS+, ACS, RADIUS, RSA, SecureID, and SNMP monitoring and reporting Works with all Network Monitoring tools, makes changes and recommendations for updating tools and/or adding new tools.
Network Engineer 2	More than 5 years experience supporting enterprise network IT infrastructure design, implementation, operational maintenance & support. Hands on experience with IP subnetting, Telnet/SSH Clients, Raritan or Terminal Server Remote Access, ServiceNow, COS, VoIP and MPLS technologies, and Cisco network software (COS/IOS), inventory/maintenance tracking and vendor support case handling; as well as with Cisco routers and Catalyst/Nexus switches, F5 load balancers and Infoblox DHCP/DNS. Proficient with network monitoring & administration tools such as Solar Winds, Splunk, Tivoli Netcool/Omnibus, NNMi, Netscout Infinistream and various Protocol Analyzers and with Microsoft Office suite including Visio for network diagramming and documentation is a big plus.
Network Administrator	Install, configure, and support an organization's local area network (LAN), wide area network (WAN), and Internet system or a segment of a network system. Maintain network hardware and software. Monitor network to ensure network availability to all system users and perform necessary maintenance to support network availability. May supervise other network support and client server specialists and plan, coordinate, and implement network security measures. Coordinate the development, implementation, and maintenance of a local area network or wide area network. Maintains the network's physical and logical structures, including network connections. Maintains network support software, analyzes user support statistics, and recommends appropriate measures. Installs, tests, and maintains network hardware and software. Prepares and analyzes statistics on network utilization and availability. Prepares training courses and provides user support and training in the use of available hardware, software, and utilities. Performs tuning and capacity planning activities to enhance the performance of the network resources. Assists in maintaining the network's physical and logical structures and in installing and testing hardware and software. Assists in performance tuning and capacity planning activities to enhance the performance of the network resources and in maintaining network support software. Assists in or conducts product evaluations of upgraded or new hardware and software and identifies strengths, weaknesses, and potential benefits to the agency. Assists in maintaining the operating system and security software utilized on the network, including the addition of new users to the network and establishment of rights and privileges. Experience in local or wide area network work. Knowledge of network facilities and data processing techniques; of personal computer hardware and software; of network operating system and security software; and of performance monitoring and capacity management tools.
Network Administrator 1	1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
Network Administrator 2	4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
Network Administrator 3	8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

6. SECURITY

Security Analyst	The Security Analysts support the Security and Risk Consulting /Technical Testing Team by applying information security threat intelligence to identify and exploit vulnerabilities within different projects' environments. Responsible for implementing security measures to protect computer systems, networks and data. Information security analysts are expected to stay up-to-date on the latest intelligence, including hackers' methodologies, in order to anticipate security breaches. They also are responsible for preventing data loss and service interruptions by researching new technologies that will effectively protect a network. Responsible for insuring all networks have adequate security to prevent unauthorized access. They must ensure that all security systems are current with any software or hardware changes in the company. They must plan and document all security information in the company including physical and internet security. The security analysts Conduct application security assessments (web, mobile, API, etc.) using off-the-shelf or internally developed exploitation tools to execute manual testing for advanced attacks. They produce and deliver vulnerability and exploit information to clients in the form of a professional security assessment report. In addition, they conduct client conference calls to include, but not limited to project kick-off calls, notification of high/critical findings during the testing process, and close out calls to review test findings, evidence, process steps to reproduce, and remediation recommendations. They perform proactive research to identify and understand new threats, vulnerabilities, and exploits Perform procedures and processes necessary to ensure the safety of information systems assets and to protect systems from intentional or inadvertent access or destruction. Assists in project team in Disaster Recovery (DR) planning, Business Continuity Plan (BCP) & Continuity Of Operations (COOP) assessment, development, implementation, operation. Prepare impact assessment reports that document security breaches and the extent of the damage caused by the breaches. Create standard operating procedure documents in adherence to security policies and standards of DIR. Review violations of computer security procedures and discuss procedures with violators to ensure violations are not repeated. Confer with users to discuss issues such as computer data access needs, security violations, and programming changes. Preferred to have undertaken any information security training courses such as CompTIA Security+, Certified Ethical Hacker (CEH), CISSP and mile2 CPTC and CPTE.
Security Analyst 1	2 - 4 years of experience in information security. Have assisted system users relative to information systems security matters. Performed various access and identity management functions. 1 to 2 years of application security testing knowledge/experience.
Security Analyst 2	5 or more years of experience in information security. Skilled information technology professional with advanced experience developing and implementing IT policy, standards and procedures. Responsible for creating, testing and implementing business continuity and disaster recovery plans Performing risk assessments and testing of data processing systems Installing firewalls, data encryption and other security measures Recommending security enhancements and purchases Training staff on network and information security procedures. Develop reports about the efficiency of security policies and recommend any changes. Organize and conduct training for all employees regarding company security and information safeguarding.
Security Engineer	Min 2 - 5 years of experience. Responsible for the research, technical analysis, recommendation, configuration, and administration of systems and procedures to ensure the protection of information processed, stored or transmitted. Provides security design, consultation, and technology governance oversight for various projects and initiatives. Undertakes complex projects requiring additional specialized technical knowledge. Acts as information liaison and subject matter expert (SME) to various business units and information technology departments. Experience with common attack patterns and exploitation techniques. Ability to write fully functional exploits for common vulnerabilities such as simple stack overflow, cross-site scripting, or SQL injection. Experience in using standard Security Assessment and Penetration Testing tools such as BurpSuite, Metasploit, and IDA Pro. Experienced in Data Science techniques such as clustering, anomaly detection, and machine learning leveraging data analysis tools such as Splunk, MapReduce etc.. Acts as a resource for direction, training and guidance for less experienced staff. Demonstrate ability to perform complex security analysis of existing systems for compliance with security requirements. · High organizational skills · Excellent written and verbal communication skills · Strong ability to produce technical documentation.
Security Architect	7-12 years designing and building secure systems, networks, and infrastructures. Responsible for planning, designing and implementing of security systems and controls in the infrastructure layer within enterprise IT. Ensures adequate controls on interfaces across platforms. Perform risk/vulnerability assessments of systems. Identify and update missing or outdated polices and procedures. Possesses knowledge of encryption and PKI technologies. High organizational skills · Excellent written and verbal communication skills · Strong ability to produce technical documentation.
7. CUSTOMER TECHNICAL SUPPORT	
Help Desk	Provide technical assistance to computer system users on a variety of issues. Identifies, researches, and resolves technical problems. Responds to telephone calls, email and personnel requests for technical support. Documents, tracks, and monitors the problem to ensure a timely resolution. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Answer questions or resolve computer problems for clients in person, via telephone or from remote location. May provide assistance concerning the use of computer hardware and software, including printing, installation, word processing, electronic mail, and operating systems. Provide service and preventive maintenance activities on terminals, printers, personal computers, etc. Basic knowledge of electrical/mechanical principles and basic electronics. Read and comprehend technical service manuals and publications. Knowledge of basic mathematics to read and understand various gauges, meters, and measurement devices. Able to diagnose and repair products by replacing worn or broken parts, and making technical adjustments. Makes appropriate use of reference publications and diagnostic aids in resolving technical problems. Strong communication skills. Assist in coordination of changes, upgrades and new products, ensuring systems shall operate correctly in current and future environment. Provide accurate and complete answers to general use and administrative environment questions in a timely manner. Implement shared software, such as operating systems, configuration management tools, application and development tools, testing tools, compilers, and code editors. Communicate accurate and useful status updates. Manage and report time spent on all work activities. Ability to work in a team environment. Proven working experience in providing help desk support. Has a basic understanding of ITSM practices along with working knowledge of help desk software, databases and remote control. Able to receive calls and inquiries, provide support in accordance with established processes and document incidents and remedies. Must be great communicators and be able to translate their technical knowledge into actionable direction. Has a basic understanding of EIR Accessibility and assistive technologies used by people with disabilities. Understands protocols for communicating with customers requiring special assistance to obtain required or requested information.
Help Desk 1	1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
Help Desk 2	4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
Help Desk 3	8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.
Technical Support	Maintains, analyzes, troubleshoots, and repairs computer systems, hardware, and computer peripherals. Documents, maintains, upgrades or replaces hardware and software systems. Supports and maintains user account information including rights, security, and systems groups. Performs basic operation, monitoring, installation, trouble shooting, relocations, or maintenance of communications equipment. Identifies and resolves basic communications problems. Prepares or assists in the preparation of service record documentation. Shows awareness of standards and regulatory requirements related to assigned tasks. Assists in monitoring and providing assistance on the use and interface of systems, subsystems, and software applications. May be responsible for accessing data from and transferring data to various local, state, or federal databases. May assist in the review and recommendation of the procurement and inventory of information resources hardware or software. May write and update personal computer and mainframe application programs. Experience in automated data processing systems. Knowledge of the practices, principles, and techniques of computer operations, of information systems, of computer software and hardware, and of information security policies and procedures. Skill in the use and support of personal computers, in the use of applicable programs and systems, and in troubleshooting information systems. Ability to operate information technology systems, to communicate effectively, and to train others. Provides assistance in the design, development, and maintenance of various system applications. Provides technical assistance and support for applications and hardware problems. Installs, maintains, moves, and assists in testing and upgrading new and existing hardware/software. Reviews and recommends procurement of information technology equipment. Maintains the necessary security controls over software. Makes presentations and briefings for training sessions. Prepares briefings, reports, and evaluations on system efficiency and utilization. May be responsible for accessing data from and transferring data to various local, state, or federal databases. Installs, maintains, moves, and assists in testing and upgrading new and existing hardware and software. Reviews and recommends procurement of information technology equipment. Maintains the necessary security controls over software. Develops procedure manuals. Develops and makes presentations and briefings for training sessions. Prepares briefings, reports, and evaluations on systems efficiency and utilization. May supervise the work of others. Has an understanding of EIR Accessibility technical standards and interoperability with assistive technologies used by people with disabilities. Develops solutions and work-arounds in support of customers requiring special assistance for obtaining information or inaccessible completing self service tasks.
Technical Support 1	1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
Technical Support 2	4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
Technical Support 3	8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.
Organizational Change Management OCM Analyst	The primary role and responsibility of OCM analyst is to schedule, plan and execute releases, develop release plans, oversee release milestones, monitor related dependencies, manage risks and issues to ensure timely resolution. Executes project-level change strategies, including the measurement of change readiness and long-term sustainability. Assists in planning and designing business processes; assists in formulating recommendations to improve and support business activities. The analyst ensures the successful project delivery, long-term sustenance and continuous process improvements. Assists in creating basic test scenarios to be used in testing the business applications in order to verify that client requirements are incorporated into the system design. The OCM analyst works closely with the risk managers, application development team, quality assurance team, and other technology partners (DBAs, SAs, etc.) to provide complete the IT Operations' tasks. The activities are creating change ticket, performing application releases, automate production release process, create reports/status updates, refresh environments for testing and scheduling/coordinating infrastructure activities. Manages scope - review changes with the Customer Director/Manager or the Program Manager, then resolve and document those changes with the product owners. Coordinates testing and communication strategies. Manages RFC documentation, make copies and files as needed. Tracks and reports on delinquent RFC completion status reporting; obtains data from RFC submitters. Reports status of each RFC Experience in being a team player in change management process. Possess in depth knowledge of each line of business in order to anticipate necessary changes in related to training, communications, stakeholder buy-in, behavioral change to facilitate successful implementation of software applications and systems. Understands EIR Accessibility requirements and their technical specifications. Ensures the EIR Accessibility is integrated into the project lifecycle at the appropriate points (planning, design, development, test, etc.) and ensures that resources are included to implement EIR accessibility within the project.
OCM Analyst 1	Overall experience of 2 to 5 years of experience in IT operations with solid Change Management knowledge. At least 2 years of experience in change management background, based on ITIL principles and practices. In addition, good knowledge on other ITSM processes. Proven service management background, based on ITIL principles and practices Prosci or Change Management Advance Practitioner (CMAP) credential (preferred).
OCM Analyst 2	Overall experience of 4 to 7 years of experience in IT operations with solid Change Management knowledge. At least 3 years experience in change management background, based on ITIL principles and practices. In addition, good knowledge on other ITSM processes. Minimum 3 years of experience maintaining rigorous check points while constantly and consistently ensuring projects stay on time, within budget and meets quality standards. Coordinates testing and communication strategies. Proven service management background, based on ITIL principles and practices Prosci or Change Management Advance Practitioner (CMAP) credential (preferred).
Information Technology Communications	Effectively manage the brand 'Customer' through cooperative relationships with internal management and staff and external vendors, the news media, etc. by reinforcing the importance of branding, effective communication and the need for consistent branding and communications. Coordinate with Customer leadership, executives and staff to gather information about identified news-worthy events/activities/happenings for publication on website, social media, etc. Ensure consistency of the organization's message and brand identify among all communication mediums. Review all Elwyn external communications (newsletters, etc.) for consistent messaging, branding, etc. and coordinate production and distribution, identifying photo opportunities as needed. Segment lists based on buyer personas, targeted verticals, and behaviors like past email engagement and website interactions (content downloads, site page visits, etc.). Develop a presence and a working relationship with Customer management and staff to be seen as a required resource for communicating with the public. Assist in developing, organizing, creating and publicizing press packets, articles, promotional materials etc. Works with vendors to deliver specialized tactics such as event planning, Web/podcasts, and video production. Create, implement and evaluate communications strategies and plans that align with the organization's strategic plan. Creates goals and set measurable objectives. Monitors effectiveness and trends, ensures message accuracy, analyzes and applies market research. Provides communications support via strategic planning, project implementation and post-implementation support. Shall keep abreast of trends and possible cooperative programs. Review literature, and otherwise keep current of industry and communication trends. Understands EIR Accessibility requirements and their technical specifications. Ensures the EIR Accessibility is integrated into the project lifecycle at the appropriate points (planning, design, development, test, etc.) and ensures that resources are included to implement EIR accessibility within the project.
Communication Coordinators 1	2-5 years of experience as a Marketing Communications Coordinator. Minimum of 1 – 2 years of experience with external documents such as newsletters or demonstrated equivalent writing and publishing design skills; public relations, marketing, targeted marketing, especially social media, promotional marketing, lead nurturing, marketing automation tools, and web analytics for any agency. Excellent understanding of email marketing concepts and metrics such as Sender Score, deliverability, and sender reputation. Min 1 year of experience in email marketing and marketing automation technology. Demonstrated intermediate experience with Microsoft Office applications, including Word, Excel, Outlook, Publisher and PowerPoint; Access, and report-writer experience preferred. Knowledge of Associated Press Style.
Communication Coordinators 2	5+ years of experience as a Marketing Communications Coordinator. Minimum of 3 years of experience with external documents such as newsletters or demonstrated equivalent writing and publishing design skills; public relations, marketing, targeted marketing, especially social media, promotional marketing, lead nurturing, marketing automation tools, and web analytics for any agency. Excellent understanding of email marketing concepts and metrics such as Sender Score, deliverability, and sender reputation. Min 2 years of experience in email marketing and marketing automation technology. Highly analytical and able to derive meaning from data through A/B testing and email and landing page optimization. Demonstrated intermediate experience with Microsoft Office applications, including Word, Excel, Outlook, Publisher and PowerPoint; Access, and report-writer experience preferred. Knowledge of Associated Press Style.
Information Technology Training	Responsible for preparing, conducting, and evaluating technical training programs. Writes literature and materials to be used in programs and designs exercises to enhance lectures. Shall deliver on-site and web-based training courses covering any number of software solutions. Leads development of infrastructure for information delivery, as well as taking part in the writing and maintenance of training material and supplementary technical documentation. Creates instructor materials (course outlines, background material, instructional materials, and training aids), as needed for different COTS Products/Current IT-Driven in-house solutions as well as desktop support processes, i.e. Remote Access Systems, RAS step by step procedure. Assists with formatting training materials created by other DIR Staff as requested. Determines needs and develops plans to meet the need of customers. Assists in design of computer-based and multimedia curriculum. Shall be planning, directing and undertaking classroom training, electronic learning, multimedia programs, and other computer-aided instructional technologies, simulators, conferences and workshops. The trainer will manage the training program in accordance with business needs, regulatory requirements, and Quality Management System. Help staff with their productivity reporting both within and without the agency. Researches and recommends vendors and costs for various training methods including: training classes from outside vendors; books; ready made training guides; computer or web based training. Stay current with developments in computer training field, especially alternative media/methods for instruction. This instructor uses a computer to organize and draft a curriculum that breaks a complex subject into blocks or units of instruction, creates graphics, and integrates them into curriculum. Courses may be instructor based, computer based, simulator based, interactive, or non-interactive. This instructor also teaches short technical courses in accordance with approved curriculum to maintain proficiency and to evaluate and develop new instructional techniques/courses. Job duties also include the following: incorporation of new curriculum in the teaching process (e.g., develops clarification or examples of application related to the subject matter), development and maintenance of classroom techniques that reflect professionalism and good discipline and enhance teaching, development of alternative teaching techniques and scenarios to maintain high motivation and interest in the subject areas, and while acting as the testing officer, the conducting of test analysis and development or revision of test items.-The Training Specialist is primarily responsible for working with a team of Training Specialist in technical and system curriculum delivery, revision and maintenance. This specialist will gather, analyze, translate and compose technical information into clear, readable materials to be used by technical and non-technical personnel. Collect data and analyze audiences and training needs, based on new business processes and policies, and apply these into successful training delivery. This specialist will teach technical courses in accordance with approved curriculum to maintain proficiency and to evaluate and develop new instructional techniques/courses. Has a basic understanding of EIR Accessibility and assistive technologies used by people with disabilities. Understands protocols for communicating with customers requiring special assistance to obtain required or requested information.
End User Trainers 1	Minimum 3 to 5 years of training work experience delivering technical training. Minimum 3 years of experience conducting classes regarding software solutions, IT security, IT system installation, software programming, system maintenance, and repair of software, operational support best practices, and equipment. Experience with web-based learning management systems and e-Learning authoring tools. Expert knowledge of MS Office Suite 2010 (Word, Excel, PowerPoint, Outlook). A high degree of aptitude and flexibility to deliver training on a myriad of software products. Experience in delivering technical training in cloud based technology is a plus.

End User Trainers 2	Minimum 5 to 8 years of experience designing, developing and implementing training curricula. Develop training programs, including web-based and instructor led courses, job-aids, videos, etc.. Minimum 5 years of experience conducting classes regarding standard operating procedures of various software solutions, IT security, IT system installation, software programming, system maintenance, and repair of software, operational support best practices, and equipment. Experience with web-based learning management systems and e-Learning authoring tools. Expert knowledge of MS Office Suite 2010 (Word, Excel, PowerPoint, Outlook). A high degree of aptitude and flexibility to deliver training on a myriad of software products. Experience in delivering technical training in cloud based technology is a plus.
Information Technology Contract Management	Possess a current knowledge of business trends, government regulations, commercial business laws and regulations, software licensing practices, as well as negotiation and pricing techniques, in order to effectively negotiate contracts and to advise executive management of the contractual ramifications associated with agreements and actions contemplated by DIR. Responsible for developing and implementing a strategic direction for supplier performance, working with top leadership and senior managers across departments. The Contract Manager will work with a wide range of internal and external stakeholders to ensure that the supplier performance and contract management strategy is understood and that effective support for the strategy is achieved. Shall be responsible for developing and managing strategic contracts in accordance with the Council's vision, policies, governance arrangements and values. Will Develop and manage strategic contracts that reflect customers' needs and take account of legislation, H&S, fraud prevention, sustainability and workforce issues.
	Operationally manage the specified portfolio of Customer expenditure on a day-to-day basis in line with the overall strategy, including: Managing performance to SLAs and against KPIs; Ensuring other contractual obligations are fulfilled, including Health and Safety and Sustainability; Understanding the customer experience, including managing any comments or complaints; Communication and escalation internally and externally; Maintaining contingency plans and managing risks; and Budget management.
	Deliver efficiencies and service improvements, leading on continuous improvement initiatives, including: Improving the customer experience including proactive action to prevent future complaints; Regular benchmarking and alternative service modelling activities; Exploring opportunities for collaboration across public sector; Maintaining contact with the marketplace to be aware of the latest trends and sector initiatives; Assisting Customer make Value for Money (VFM) choices when commissioning change to existing contracts; Process efficiencies and communications enhancements; Ensuring appropriate career development an knowledge sharing opportunities are available to staff.
	Must have rich knowledge of contracting concepts and contract acquisition law and regulations. Knowledge of Federal Government Contract types as well as State Contracts, an advanced working knowledge of the FAR, working of standard state and commercial contract terms, property and equipment is a plus.
	Understands EIR Accessibility requirements and their technical specifications. Ensures the EIR Accessibility is integrated into the project lifecycle at the appropriate points (planning, design, development, test, etc.) and ensures that resources are included to implement EIR accessibility within the project.
IT Contract Manager 1	5+ years of experience leading competitive bidding processes (Request for Proposals, Request for Information, Invitation for Bids, etc.) and contract negotiations. Must have experience with standard concepts, practices, and procedures relating to Government Agencies, DOD and IC contracting; relying on experience and judgment to plan and accomplish goals. Certified Texas Procurement Manager, CTPM), Certified Texas Contract Manager (CTCM), Certified Federal Contracts Manager (CFCM) or Certified Professional Contracts Manager (CPCM) credentials a plus.
IT Contract Manager 2	10-15 years of experience working as a Contract Manager with 5+ years of experience drafting/developing business contracts for IT, Professional Services, Software Development, COTS based solution, System Integration, Cloud, Big Data, Business Intelligence Reporting and equivalent task areas. Must have a demonstrated experience for 5+ years leading competitive bidding processes (Request for Proposals, Request for Information, Invitation for Bids, etc.) and contract negotiations. Must be having a Universal Public Procurement Certification Council (UPPCC) Procurement Certification, or another state, nationally or federally recognized procurement certification/credential. For ex: Certified as Public Purchasing Officer (CPPO), Certified Professional Public Buyer (CPPB) from UPPCC, Certified Federal Contracts Managers (CFCM) or Certified Professional Contract Manager (CPCM) or any equivalent certification such as Certified Texas Procurement Manager (CTPM) or Certified Texas Contract Manager (CTCM).

Texas Department of State Health Services
HHSC CONTRACT NO. HHS000116600001

Health Registries Software Development and Maintenance
DIR NTE Rates

Category	Title	Level	Pricing — Not-to-Exceed Rate ($ per Hour) — Technology Type		
			Legacy NTE Rate	Core NTE Rate	Emerging NTE Rate
Applications	Programmer/ Developer Analyst	Developer Analyst 1	$76.42	$73.45	$76.56
		Developer Analyst 2	$81.63	$85.98	$96.52
		Developer Analyst 3	$104.21	$100.40	$113.53
	Programmer/Developer	Developer 1	$72.95	$71.20	$75.01
		Developer 2	$86.84	$83.75	$94.26
		Developer 3	$99.00	$97.25	$109.39
	Software Test Analyst	Software Test Analyst 1	$60.79	$65.28	$71.39
		Software Test Analyst 2	$65.88	$71.07	$82.57
		Software Test Analyst 3	$76.46	$81.99	$96.43
	Technical Writer	Technical Writer 1	$48.17	$51.98	$56.19
		Technical Writer 2	$56.90	$61.03	$65.57
		Technical Writer 3	$66.11	$69.01	$76.10
	Business Analyst	Business Analyst 1	$64.68	$70.15	$76.40
		Business Analyst 2	$85.10	$87.06	$90.01
		Business Analyst 3	$105.94	$105.94	$106.02
	System Analyst	System Analyst 1	$65.25	$65.45	$81.37
		System Analyst 2	$75.77	$87.03	$95.50
		System Analyst 3	$88.43	$102.47	$106.40
Data Management	Database Architect	Database Architect 1	$79.58	$76.68	$83.38
		Database Architect 2	$93.42	$95.23	$97.31
		Database Architect 3	$121.58	$130.26	$130.26
	Data Warehouse Architect	Data Warehouse Architect 1	$88.23	$88.58	$88.58
		Data Warehouse Architect 2	$96.88	$97.26	$101.25
		Data Warehouse Architect 3	$118.10	$118.10	$118.44
	Database Administrator	Database Administrator 1	$78.16	$80.16	$86.63
		Database Administrator 2	$83.04	$93.61	$101.54
		Database Administrator 3	$102.47	$116.37	$118.72

Exhibit 4 - Pricing Workbook
HHSC CONTRACT NO. HHS000116600001

Enterprise Architect	Enterprise Architect	Enterprise Architect 1	$128.52	$130.04	$143.75
		Enterprise Architect 2	$154.58	$168.47	$167.51
Project Management	Project Manager	Project Manager 1	$84.93	$96.73	$105.63
		Project Manager 2	$103.67	$116.33	$125.20
	Project Lead	Project Lead 1	$80.84	$87.16	$94.07
		Project Lead 2	$95.42	$108.37	$116.95
Telecom/Networking	Network Engineer	Network Engineer 1	$77.02	$88.58	$99.07
		Network Engineer 2	$94.21	$113.31	$123.18
	Network Administrator	Network Administrator 1	$55.97	$57.67	$65.73
		Network Administrator 2	$65.75	$76.42	$87.15
		Network Administrator 3	$62.82	$82.15	$90.78
Security	Security Analyst	Security Analyst 1	$88.66	$99.99	$111.48
		Security Analyst 2	$100.51	$113.22	$126.76
	Security Engineer	Security Engineer	$105.78	$119.46	$135.03
	Security Architect	Security Architect	$128.25	$161.97	$161.97
Customer Technical Support	Help Desk	Help Desk 1	$39.95	$42.98	$47.11
		Help Desk 2	$47.00	$53.12	$55.08
		Help Desk 3	$54.92	$58.60	$63.58
	Technical Support	Technical Support 1	$46.13	$42.00	$57.23
		Technical Support 2	$56.73	$58.71	$66.58
		Technical Support 3	$63.20	$67.80	$76.38
Information Technology Service Management (ITSM Operations)	Organizational Change Management/OCM Analyst	OCM Analyst 1	$90.31	$90.31	$90.31
		OCM Analyst 2	$119.84	$119.84	$119.84
IT Marketing	Information Technology Communication Coordinators	IT Communications Coordinator 1	$57.31	$57.31	$57.31
		IT Communications Coordinator 2	$81.63	$81.63	$81.63
Information Technology Training	IT End Users Trainer	End User Trainer 1	$76.42	$76.42	$76.42
		End User Trainer 2	$100.73	$100.73	$100.73
Information Technology Contract Management	IT Contract Manager	IT Contract Manager 1	$97.26	$97.26	$97.26
		IT Contract Manager 2	$118.10	$118.10	$118.10

$5,357.16 $95.66

Exhibit 4 - Pricing Workbook
HHSC CONTRACT NO. HHS000116600001

Vendor's Company Name:

Texas Department of State Health Services
HHSC CONTRACT NO. HHS000116600001

Health Registries Software Development and Maintenance
Labor Rates

The Labor Rate worksheet contains the hourly rates the Vendor must use for all Special Registry Requests (SRR), and Maintenance Service Levels using the DIR Not to Exceed (NTE) Labor rates. Vendor suggested hourly rates for all of the RFO resources below, cannot Exceed the DIR suggested NTE rates for any classification for the life of the contract.

Note:

1. Delete the example columns when completing the worksheet.
2. Use the tables on this worksheet to provide Contractor/subcontractor hourly labor rates for the various classifications and grades of project personnel.

Software Development Services Hourly Rates			
RFO Resource Role	**Unique Identifier**	**DIR IT Role Classification**	**Hourly Rate**
Developer	Developer 1	Developer 1	$75.01
Developer	Developer 2	Developer 2	$94.26
Developer	Developer 3	Developer 3	$109.39
Maven Implementation Lead (TDO)	Maven Implementation Lead (TDO)Developer Analyst 1	Developer Analyst 1	$76.56
Maven Implementation Lead (TDO)	Maven Implementation Lead (TDO)Developer Analyst 2	Developer Analyst 2	$96.52
Maven Implementation Lead (TDO)	Maven Implementation Lead (TDO)Developer Analyst 3	Developer Analyst 3	$113.53
QA Analyst	QA AnalystSoftware Test Analyst 1	Software Test Analyst 1	$71.39
QA Analyst	QA AnalystSoftware Test Analyst 2	Software Test Analyst 2	$82.57
QA Analyst	QA AnalystSoftware Test Analyst 3	Software Test Analyst 3	$96.43
QA Analyst Lead	QA Analyst LeadSoftware Test Analyst 3	Software Test Analyst 3	$96.43
Technical Writer	Technical Writer Technical Writer 1	Technical Writer 1	$56.19
Technical Writer	Technical Writer Technical Writer 2	Technical Writer 2	$65.57
Technical Writer	Technical Writer Technical Writer 3	Technical Writer 3	$76.10
Business Analyst	Business Analyst Business Analyst 1	Business Analyst 1	$76.40
Business Analyst	Business Analyst Business Analyst 2	Business Analyst 2	$90.01
Business Analyst	Business Analyst Business Analyst 3	Business Analyst 3	$106.02
Business Analyst Lead	Business Analyst LeadBusiness Analyst 3	Business Analyst 3	$106.02
Business Analyst	Business Analyst System Analyst 1	System Analyst 1	$81.37
Business Analyst	Business Analyst System Analyst 2	System Analyst 2	$95.50
Business Analyst	Business Analyst System Analyst 3	System Analyst 3	$106.40
Database Architect	Database Architect Database Architect 1	Database Architect 1	$83.38
Database Architect	Database Architect Database Architect 2	Database Architect 2	$97.31
Database Architect	Database Architect Database Architect 3	Database Architect 3	$130.26
Data Warehouse Architect	Data Warehouse Architect Data Warehouse Architect 1	Data Warehouse Architec	$88.58

Data Warehouse Architect	Data Warehouse Architect Data Warehouse Architect 2	Data Warehouse Architec	$101.25
Data Warehouse Architect	Data Warehouse Architect Data Warehouse Architect 3	Data Warehouse Architec	$118.44
Database Administrator	Database Administrator Database Administrator 1	Database Administrator 1	$86.63
Database Administrator	Database Administrator Database Administrator 2	Database Administrator 2	$101.54
Database Administrator	Database Administrator Database Administrator 3	Database Administrator 3	$118.72
Enterprise Architect	Enterprise Architect Enterprise Architect 1	Enterprise Architect 1	$143.75
Enterprise Architect	Enterprise Architect Enterprise Architect 2	Enterprise Architect 2	$167.51
Project Manager	Project Manager Project Manager 1	Project Manager 1	$105.63
Project Manager	Project Manager Project Manager 2	Project Manager 2	$125.20
Project Lead	Project Lead Project Lead 1	Project Lead 1	$94.07
Project Lead	Project Lead Project Lead 2	Project Lead 2	$116.95
Network Engineer	Network Engineer Network Engineer 1	Network Engineer 1	$99.07
Network Engineer	Network Engineer Network Engineer 2	Network Engineer 2	$123.18
Network Administrator	Network Administrator Network Administrator 1	Network Administrator 1	$65.73
Network Administrator	Network Administrator Network Administrator 2	Network Administrator 2	$87.15
Network Administrator	Network Administrator Network Administrator 3	Network Administrator 3	$90.78
Security Analyst	Security Analyst Security Analyst 1	Security Analyst 1	$111.48
Security Analyst	Security Analyst Security Analyst 2	Security Analyst 2	$126.76
Security Engineer	Security EngineerSecurity Engineer	Security Engineer	$135.03
Security Architect	Security ArchitectSecurity Architect	Security Architect	$161.97
Help Desk	Help Desk Help Desk 1	Help Desk 1	$47.11
Help Desk	Help Desk Help Desk 2	Help Desk 2	$55.08
Help Desk	Help Desk Help Desk 3	Help Desk 3	$63.58
Technical Support	Technical Support Technical Support 1	Technical Support 1	$57.23
Technical Support	Technical Support Technical Support 2	Technical Support 2	$66.58
Technical Support	Technical Support Technical Support 3	Technical Support 3	$76.38
OCM Analyst	OCM Analyst OCM Analyst 1	OCM Analyst 1	$90.31
OCM Analyst	OCM Analyst OCM Analyst 2	OCM Analyst 2	$119.84
IT Communications Coordinator	IT Communications Coordinator IT Communications Coordinator 1	IT Communications Coord	$57.31
IT Communications Coordinator	IT Communications Coordinator IT Communications Coordinator 2	IT Communications Coord	$81.63
End User Trainer	End User Trainer End User Trainer 1	End User Trainer 1	$76.42
End User Trainer	End User Trainer End User Trainer 2	End User Trainer 2	$100.73
IT Contract Manager	IT Contract Manager IT Contract Manager 1	IT Contract Manager 1	$97.26
IT Contract Manager	IT Contract Manager IT Contract Manager 2	IT Contract Manager 2	$118.10

Exhibit 4 - Pricing Workbook
HHSC CONTRACT NO. HHS000116600001

Vendor's Company Name:

TEXAS
Health and Human
Services

Texas Department of State Health Services
HHSC CONTRACT NO. HHS000116600001

Health Registries Software Development and Maintenance
DRAFT FOR REVIEW

Total Price Summary

Description	Service Domain Description	Transition Year 1	Base Year 1	Base Year 2	Total Price Initial Term (Yrs. 1 - 2)	Option Year 3	Option Year 4	Option Year 5	Total Price All Option years (Yrs. 3 -5)	Total Contract Price (Yrs. 1 -5)
TRA_A	Transition Services subdomain	$0			$0					
EMSTR_B	EMS/Trauma Registry		$0	$0	$0	$0	$0	$0	$0	$0
EMSTR Pre-Approved	Pre approved Projects*	$183,119		$183,119						$183,119
BDR_B	Birth Defect Registry		$0	$0	$0	$0	$0	$0	$0	$0
BLR_B	Child and Adult Blood Lead Registry		$0	$0	$0	$0	$0	$0	$0	$0
TxHSN_B	Network Registry (TxHSN)		$0	$0	$0	$0	$0	$0	$0	$0
THISIS_B	TB/HIV/STD Registry (THISIS)		$0	$0	$0	$0	$0	$0	$0	$0
Annual_MAINT_C	Annual Maintenance		$250,000	$250,000	$500,000	$250,000	$250,000	$250,000	$750,000	$1,250,000
Penal Sum of Bonds - Total Premium Summary	Penal Bond Summary		$47,951	$47,951	$95,902	$47,951	$47,951	$47,951	$143,854	$239,756
Maintenance_Service_Levels_C	Maintenance Service Levels		$632,000	$632,000	$1,264,000	$632,000	$632,000	$632,000	$1,896,000	$3,160,000
TUR_B	Turnover Services subdomain				$905,000				$0	$905,000
Turnover/Post Turnover Block of Hours (Optional)	Turnover Services subdomain				$340,872				$0	$340,872
Total Price for initial two year Contract with three additional one year Options to renew w turnover		$0	$1,113,070	$929,951	$3,288,893	$929,951	$929,951	$929,951	$2,789,854	$6,078,747
Total Price of the contract without Turnover		$0	$1,113,070	$929,951	$2,043,021	$929,951	$929,951	$929,951	$2,789,854	$4,832,875

Escrow reports of repository from the escrow provider are estimated at $10,000 per occurrence. No such costs are included in the pricing workbook matrix above.

The penal sum of each annually-renewable performance bond shall be in an amount equal to the remaining value of the contract, which shall be calculated (a) at the beginning of each contract year or (b) at such time as the Customer shall request, up to twice each year in addition to the annual calculation.. DSHS shall pay $10,000 per $1,000,000 per year for the bond in question, to be invoiced by Conduent at the beginning of each contract year.

This pricing is provided assuming that contract negotiations will not impact costs for Conduent. Prices are subject to change if any costs are affected through negotiations.

DIR NTE rates will be used only for T&M projects or the addition of monthly hours to existing Support agreements.

Contract Year	Start Date	End Date
Year 1	3/1/2019	2/29/2020
Year 2	3/1/2020	2/28/2021
Option Year 3	3/1/2021	2/28/2022
Option Year 4	3/1/2022	2/28/2023
Option Year 5	3/1/2023	2/29/2024

DRAFT FOR REVIEW

Master Fee Schedule

	Deliverables	Units	Fixed Price	Definitions
1	Integration Interface (Simple)	1	48,000.00	File creations in CSV or tab delimited format, or known HL7 messages with implementation guides (such as CDC known messages).
2	Interface (Regular)	1	87,000.00	Inbound or outbound message, data flowing in one direction. One external system to interface with per integration interface. (one API endpoint and one data format). Assuming the interface is within the capability of the Maven Transformation Engine. If the interface requires large volumes of data it's defined as complex.
3	Interface (Complex)	1	115,000.00	Inbound or outbound message, data flowing in one direction. One external system to interface with per integration interface. (one API endpoint and one data format). HL7 and complex messages outside the capabilities of the Maven Transformation Engine. If the interface requires large volumes of data it's defined as complex.
4	Requirements Analysis (units=months)	1	30,000.00	Public health expert or Business Analysis working for one month with customer SMEs to review an existing work process to define requirements or system configurations
5	Data Upload Roster Configuration	1	13,000.00	Creation of a data upload roster within the capabilities of the Maven roster upload functionality.
6	Database Conversion (Simple)	1	45,000.00	Conversion of data into Maven from one data source. The source is a simple dataset (such as excel or access) with no more than 6 tables. Record volume less than 500 Maven records. Small complexity of both dataset and how the data will go into Maven (i.e., one record = one party with one event in Maven)
7	Database Conversion (Regular)	1	85,000.00	Conversion of data into Maven from one data source. The source can be a relational database with multiple tables. The source dataset has to be known to the customer and documentation including data dictionaries has to exist. Conversions from STD-MIS are complex. Less than 500 fields mapped from source to maven. Number of records converted are less than 200,000.
8	Database Conversion (Complex)	1	130,000.00	Conversion of data into Maven from one data source. The source can be a relational database with multiple tables. Conversion is required to use source data create links in Maven and/or create multiple parties/cases from one record in the source. If the source dataset is now well known to the customer or if documentation is lacking or old, it's a complex conversion. STD-MIS conversions is always complex.
9	Question Packages - Low Complexity	1	45,000.00	Modifying an existing model or create a new model with less than 3 products and less than 250 fields. Small number of validations. If advanced validations and/or rules are needed they need to be added as a modeling rules deliverable.
10	Question Packages - Medium Complexity	1	75,000.00	New model, less than 10 products with 250-2500 fields or less. Simple validations. If advanced validations and/or rules are needed they need to be added as a modeling rules deliverable.
11	Question Packages - High Complexity	1	100,000.00	New model, more than 10 products and more than 2500 fields. Simple validations. If advanced validations and/or rules are needed they need to be added as a modeling rules deliverable.
12	Modeling Rules - Low Complexity	1	19,000.00	Rules to manage validations within the same event
13	Modeling Rules - Medium Complexity	1	39,000.00	Mix of validations and calculations within the same event
14	Modeling Rules - High Complexity	1	87,000.00	High number of rules within the same event.
15	Maven Workflow	1	8,500.00	Implementation of a maven workflow within the Maven framework (not requiring Java)
16	Print Template (no custom tokens - 2 page max)	1	5,000.00	2 page max PM with no more than one new custom token. Customer is expected to provide Word or RFT document to base the print template on. No graphs or other dynamically generated images.
17	Print Template (with a few custom tokens - standard print template assumptions)	1	10,000.00	PT larger than 2 pages or with more than one and less than 6 new custom print tokens. No graphs or other dynamically generated images. Customer is expected to provide Word or RFT document to base the print template on
18	Print Template (but comparable to a report - e.g. field record print template)	1	28,000.00	Larger Print Template (comparable to a report, e.g., field record print template). Customer is expected to provide Word or RFT document to base the print template on
19	Report - Ad-hoc or De-normalized (max 30 fields)	1	8,000.00	One report based using ad-hoc framework, or creation of one de-normalized table. No more than 30 fields.
20	Report - Custom (standard custom report assumptions)	1	17,000.00	One report based on data within the Maven tables. Only one graph. Up to 10 calculated field, up to 10 derived fields, up to one graph or table. If a report doesn't fit within the definition can be implemented as one report using two or more report units,
21	Splash Page Customizations	1	17,000.00	Customization of the Maven splash page with in the ability of the Maven framework.
22	Lab Tab Customizations	1	13,000.00	Addition of fields to the Lab tab, or addition of new lab templates within the ability of the Maven framework.
23	Security configuration document	1	25,000.00	Document explaining the needed security configuration. (group/role configuration, security settings, model configuration).
24	De-Identified Data Generation	1	36,000.00	Patient data from which all information that could reasonably used to identify the patient has been removed/replaced (e.g., removing name, address, SSN, etc....)
24a	One time tool configuration to generate required data with conditions	1	26,000.00	Customize the data generation tool to map the test data conditions attuned to the customer's environment - One time setting for a given dataset specification.
24b	Test Data Generation	1M Records	10,000.00	Generate the test data to a tune of 1million cases to be provided as a database dump file. Can be requested multiple times.
26	Legacy ticket review and analysis	1 month	38,000.00	Review of legacy JIRA tickets and analysis.

Licenses

27	Maven Data Transformation Engine first License	1	90,000.00	License for the Maven Data Transformation Engine. (added to one existing Maven License). DTE license allows customer to use the DTE to create new interfaces within the functionality of the DTE.

Training

29	End User Training Session (1-day long) (max of 10; min of 4)	1	10,000.00	1 day long, max 10 students, includes preparation time.
30	Add-on End User Training Session (1-day long) – subsequent days	1	2,000.00	1 day long, max 10 students, add-on training can only be purchased after initial end user training has been provided. No changes in content or materials between initial training and add-on training
31	Train-the-Trainer (3-day session) (max 6 students)	1	12,000.00	3 days of train-the-trainer training for up to 6 students
32	Admin Training Session (max 8 students)	1	18,000.00	1 week (starting at noon the first day and ending at noon the last day) of Maven administrative training, based on the standard Maven admin training but adjusted to customer participants skillset.
33	Per user Training at Conduent's location (must have a minimum number of 3 students to run the class)	1	2,000.00	Three (3) days of user training at Conduent's Austin, TX facilities. Price includes only the instructor training and training seat, not travel or ancillary costs are included, if applicable.
	WebEx Training 1/2 day	1	4,800.00	1/2 day of WebEx training for Maven administrators or SMEs. Topics and scope determined together with customer. No more than 6 participants.

Resources

34	Project Manager oversight (per month) - Level 1	1 month	16,900.92	Project manager with skill level 1 for one 160 hours in 1 month. Ensures coverage for 160 hours of PM function coverage.
35	Project Manager oversight (per month) - Level 2	1 month	20,031.58	Project manager with skill level 2 for one 160 hours in 1 month. Ensures coverage for 160 hours of PM function coverage.
37	Project Team (Dev, BA)	1 month	40,000.00	Project Manager & BA with ancillary corporate support for 320 hours in 1 Month. Ensures coverage for 320 hours of PM function and BA functions coverage.

Turnover

38	Turnover /Post turnover activities - DIR NTE Resources Roles (Block of hours)	20 hours	2,434.80	DIR NTE rates based on resource roles used
39	Turnover /Post turnover activities - DIR NTE Resources Roles (Block of hours)	40 hours	4,869.60	DIR NTE rates based on resource roles used
40	Turnover /Post turnover activities - DIR NTE Resources Roles (Block of hours)	100 hours	12,174.00	DIR NTE rates based on resource roles used

*Item #25 removed as obsolete

**Pricing in this Master Fee Schedule includes DSHS specific processes and contract considerations, and as such are proposed as fixed rate fees on a deliverable basis.

Vendor's Company Name:

Texas Department of State Health Services
HHSC CONTRACT NO. HHS000116600001

Health Registries Software Development and Maintenance
Transition Services subdomain

If applicable*, Transition Services Total Price Summary will be displayed here.
If applicable*, Transition Services will be broken down into six (6) months.

Note:

1. HHSC requires a six-month service Transition Phase, however, the Vendor shall stage and deploy resources as required to ensure service transition stability that minimizes impact to existing operations.
2. Vendor shall list required RFO deliverables in the TRA_A worksheet. These deliverables will be included in the Payment Schedule table categorized by Deliverable Group included in the TRA_A worksheet.
3. Vendor shall commit to a fixed price for Transition Phase deliverables.
4. Vendor should follow the examples in the tables when adding rows.
5. Vendor should add as many rows as needed to depict the project deliverables and different RFO Resource Roles.

* -Assuming incumbent vendor is the current vendor, Transition is not applicable.

Vendor Transition Services Total Price Summary		
Description	**FTE Hours**	**Total Price Year 1 (3 months)**
Transition Deliverables	**0.00**	**$0.00**
Transition PMO Resources	**0.00**	**$0.00**
DDI/SMS Resource Readiness	**0.00**	**$0.00**
TOTAL	**0.00**	**$0.00**

Transition Deliverables							Total Price Year 1 (3 Months)	
Deliverable(s)	**RFO Resource Role**	**DIR IT Role Classification**	**# of FTEs by Level**	**Hours Per FTE**	**Hourly Rate**	**FTE Hours**	**Total Price**	

							0	$0.00
							0	$0.00
Transition Work Plan							0	$0.00
							0	$0.00
							0	$0.00
Subtotal - Transition Work Plan			0.00				**0**	**$0.00**
							0	$0.00
Transition Weekly Status Report							0	$0.00
							0	$0.00
Subtotal - Transition Weekly Status Report			0.00				**0**	**$0.00**
							0	$0.00
							0	$0.00
Readiness Assessment Plan							0	$0.00
							0	$0.00
							0	$0.00
Subtotal - Readiness Assessment Plan			0.00				**0**	**$0.00**
							0	$0.00
Readiness Assessment Results Report							0	$0.00
							0	$0.00
							0	$0.00
Subtotal - Readiness Assessment Results Report			0.00				**0**	**$0.00**
Total			0.00				**0**	**$0.00**

Transition Deliverables Summary Table		
Deliverable(s)	FTE Hours Year 1 (3 Months)	Total Price Year 1 (3 Months)
Transition Work Plan	0.00	$0.00
Transition Weekly Status Report	0.00	$0.00
Readiness Assessment Plan	0.00	$0.00
Readiness Assessment Results Report	0.00	$0.00
Total	**0.00**	**$0.00**

Transition Deliverables - Monthly Payment Schedule		Operations Year 1 (3 months)	
Transition Deliverables Summary Table	Deliverable	FTE Hours	Total Price
TRA_A_CY1_1_TRA	Transition Monthly Status Report Month1	0	$0.00
TRA_A_CY1_2_TRA	Transition Monthly Status Report Month2	0	$0.00
TRA_A_CY1_3_TRA	Transition Monthly Status Report Month3	0	$0.00
Total		**0**	**$0.00**

PMO Services - Monthly Status Report						
RFO Resource Role	DIR IT Role Classification	# of FTEs by Level	Hours Per FTE	Hourly Rate	FTE Hours	Total Price
					0.00	$0.00
					0.00	$0.00
					0.00	$0.00
					0.00	$0.00
Total		**0**			**0.00**	**$0.00**

PMO Services - Monthly Status Report Payment Schedule		Operations	
PMO Services - Monthly Status Report	Deliverable	FTE Hours	Total Price
PMO_A_CY1_1_TRA	PMO Monthly Status Report	0.00	$0.00
PMO_A_CY1_2_TRA	PMO Monthly Status Report	0.00	$0.00
PMO_A_CY1_3_TRA	PMO Monthly Status Report	0.00	$0.00
Total		**0.00**	**$0.00**

	DDI / SMS Resource Readiness					Total Price Year 1 (3 Months)	
Deliverable(s)	RFO Resource Role	DIR IT Role Classification	# of FTEs by Level	Hours Per FTE	Hourly Rate	FTE Hours	Total Price
DDI / SMS Readiness Month 1						0.00	$0.00
						0.00	$0.00
						0.00	$0.00
						0.00	$0.00
Subtotal - DDI Readiness Month 1			0.00			*0.00*	*$0.00*
DDI / SMS Readiness Month 2						0.00	$0.00
						0.00	$0.00
						0.00	$0.00
Subtotal - DDI Readiness Month 2			0.00			*0.00*	*$0.00*
DDI / SMS Readiness Month 3						0.00	$0.00
						0.00	$0.00
						0.00	$0.00
						0.00	$0.00
Subtotal - DDI Readiness Month 3			0.00			*0.00*	*$0.00*
Total							

Onboarding - Monthly Readiness Payment Schedule		Months		
0	Deliverable	Resources	FTE Hours	Total
TRA_A_DDI_SMS_CY1_1	DDI / SMS Readiness Month 1	3	0	$0.00
TRA_A_DDI_SMS_CY1_2	DDI / SMS Readiness Month 2	2	0	$0.00
TRA_A_DDI_SMS_CY1_3	DDI / SMS Readiness Month 3	1	0	$0.00
Total			0	$0.00

Vendor's Company Name:

Texas Department of State Health Services
HHSC CONTRACT NO. HHS000116600001

Health Registries Software Development and Maintenance - Pricing Workbook
Emergency Medical Service Trauma (EMSTR) Software Services
DRAFT FOR REVIEW

The EMS Trauma services Tab displays the price summary for the initial term (1-2 years) and Option Year one (1) (year 3) ,Option Year two (2) (year 4) and Option Year three (3) (year 5).

1. For DDI and SRR, the Vendor will only be compensated for completed and DSHS accepted deliverables deployed to production.
2. Project deliverables shall be based on the Master Fee Schedule pricing per deliverable.
3. The State has identified and approved select projects for FY19, listed under the EMSTR_Projects tab. Vendor must use the pre-approved quotes for each of the select FY19 EMSTR project listed in the EMSTR_Projects tab and populate the EMSTR pre-approved projects table located in the EMSTR_B tab with the quotes. Vendor quote for the project can not exceed the pre-approved State price for the selected projects.

The below tables represent the required format for the Vendor to provide a High Level Estimate (HLE) for future projects.
~~Do not fill the DDI Services table and the Special Registry Request (SRR) table below for this solicitation response.~~

DDI and SRR Services Total Price Summary	Base Year1	Base Year2	Totals Base Term (Yrs 1 - 2)	Option Year 3	Total Base + Option year 3	Option Year 4	Total Base + Option year 3 + Option Year 4	Option Year 5	Total Contract Cost (Yrs 1-5)
Description	Total Price	Total Price		Total Price	Total Price	Total Price	Total Price	Total FTE Hours	Total Price
DDI Services	$0	$0	$0	$0	$0	$0	$0	0	$0
Special Registry Requests	$0	$0	$0	$0	$0	$0	$0	0	$0
TOTAL	$0	$0	$0	$0	$0	$0	$0	0	$0

EMSTR Pre-approved Projects (For FY 18 carry over projects only)			
Task/Activity	Deliverable	Pre-Approved Cost	
Model/Interface	NTDB 2018 Data Standard Update	0.00	Task completed and invoiced under existing contract.
Model/Interface	NTDB 2019 Data Standard Update	25,000.00	
NEMSIS 3.5.x Certification	NEMSIS 3.5.x Certification	20,000.00	
Model	Trauma Registry Model Updates	0.00	
Two Reports	Trauma Registry Administration Reports	0.00	
Six Workflows	Workflows	24,000.00	
Two Reports	Benchmarking Reports	20,000.00	
Reports	Reporting Tools for Stakeholders	30,000.00	
Custom Code	Linked Data Reporting Tools	20,000.00	
Project Manager (PM)	PM, monthly fee, Begins on or after Oct 1, 2017 based on funding availability – Sep 30, 2019	12,000.00	
Special Registry Requests (SRR)	Controlled resource requests	32,119.00	
TOTAL		$183,119.00	Please Refer to EMSTR_Projects TAB

The below tables represent the required format for the Vendor to provide a High Level Estimate (HLE) for future projects.

Do not fill the DDI Services table and the Special Registry Request (SRR) table below for this solicitation response.

DDI Services - Contract Year 1							
MPP File Name	Project Title	Task/Activity	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total	
MPP1	A	Requirements1	Deliverable 1	1		$0.00	Example
MPP1	A		Deliverable 2	1		$0.00	Example
MPP1	A		Deliverable 3	2		$0.00	Example
Total						0.00	Example
MPP2	B	Requirements1	Deliverable A	1		$0.00	Example
MPP2	B		Deliverable B	4		$0.00	Example
Total						0.00	Example
		TOTAL				0.00	

Special Registry Request (Non Projects)- Contract Year 1

MPP File Name	Project Title	Task/Activity	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total	
MPP-A	Req1	Requirements1	Deliverable 1	1		$0.00	Example
MPP-A	Req1		Deliverable 2	1		$0.00	Example
MPP-A	Req1		Deliverable 3	2		$0.00	Example
Total						**0.00**	
MPP-B	Req2	Requirements1	Deliverable A	1		$0.00	Example
MPP-B	Req2		Deliverable B	2		$0.00	Example
Total						**0.00**	
		TOTAL				**$0.00**	

*Do not exceed the Cost Cap $9,500
Governance threshold is 1000 hours as of 8

DDI Services - Contract Year 2

MPP File Name	Project Title	Task/Activity	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						**0.00**
Total						**0.00**
		TOTAL				**0.00**

Special Registry Request (Non Projects)- Contract Year 2

MPP File Name	Project Title	Task/Activity	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						**0.00**
Total						**0.00**
		TOTAL				**$0.00**

DDI Services - Contract Year 3

MPP File Name	Project Title	Task/Activity	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						**0.00**
Total						**0.00**
		TOTAL				**0.00**

Special Registry Request (Non Projects)- Contract Year 3						
MPP File Name	Project Title	Task/Activity	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						0.00
Total						0.00
		TOTAL				$0.00

DDI Services - Contract Year 4						
MPP File Name	Project Title	Task/Activity	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						0.00
Total						0.00
		TOTAL				0.00

Special Registry Request (Non Projects)- Contract Year 4						
MPP File Name	Project Title	Task/Activity	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						0.00
Total						0.00
		TOTAL				$0.00

DDI Services - Contract Year 5						
MPP File Name	Project Title	Task/Activity	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						0.00
Total						0.00
		TOTAL				0.00

Exhibit 4 - Pricing Workbook
HHSC CONTRACT NO. HHS000116600001

Special Registry Request (Non Projects)- Contract Year 5						
MPP File Name	Project Title	Task/Activity	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						0.00
Total						0.00
		TOTAL				$0.00

Vendor's Company Name:

TEXAS
Health and Human
Services

Texas Department of State Health Services
HHSC CONTRACT NO. HHS000116600001

Health Registries Software Development and Maintenance - Pricing Workbook
Birth Defect Registry Software Services

The Birth Defects services services Tab displays the price summary for the initial term (1-2 years) and Option Year one (1) (year 3) ,Option Year two (2) (year 4) and Option Year three (3) (year 5).

1. For DDI and SRR, the Vendor will only be compensated for completed and DSHS accepted deliverables deployed to production.
2. Project deliverables shall be based on the Master Fee Schedule pricing per deliberable worksheet.

The below tables represent the required format for the Vendor to provide a High Level Estimate (HLE) for future projects.
Do not fill the DDI Services table and the Special Registry Request (SRR) table below for this solicitation response.

DDI and SRR Services Total Price Summary	Base Year1	Base Year2	Totals Base Term (Yrs 1 - 2)	Option Year 3	Total Base + Option year 3	Option Year 4	Total Base + Option year 3 + Option Year 4	Option Year 5	Total Contract Cost (Yrs 1-5)
Description	Total Price	Total Price		Total Price	Total Price	Total Price	Total Price	Total FTE Hours	Total Price
DDI Services	$0	$0	$0	$0	$0	$0	$0	0	$0
Special Registry Requests	$0	$0	$0	$0	$0	$0	$0	0	$0
TOTAL	$0	$0	$0	$0	$0	$0	$0	0	$0

The below tables represent the required format for the Vendor to provide a High Level Estimate (HLE) for future projects.

DDI Services - Contract Year 1

MPP File Name	Project Title	Task/Activitiy	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
MPP1	A	Requirements1	Deliverable 1	1		$0.00
MPP1	A		Deliverable 2	1		$0.00
MPP1	A		Deliverable 3	2		$0.00
Total						0.00
MPP2	D	Requirements1	Deliverable A	1		$0.00
MPP2	D		Deliverable B	4		$0.00
Total						0.00
		TOTAL				0.00

Special Registry Request (Non Projects)- Contract Year 1

MPP File Name	Project Title	Task/Activitiy	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total		
MPP-A	Req1	Requirements1	Deliverable 1	1		$0.00	Example	*Do not exceed the Cost Cap $9,500
MPP-A	Req1		Deliverable 2	1		$0.00	Example	Governance threashold is 1000 hours as of 8/1/2018
MPP-A	Req1		Deliverable 3	2		$0.00	Example	
Total						0.00		
MPP-B	Req2	Requirements1	Deliverable A	1		$0.00	Example	
MPP-B	Req2		Deliverable B	2		$0.00	Example	
Total						0.00		
		TOTAL				$0.00		

DDI Services - Contract Year 2

MPP File Name	Project Title	Task/Activitiy	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						0.00
Total						0.00
		TOTAL				0.00

Special Registry Request (Non Projects)- Contract Year 2

MPP File Name	Project Title	Task/Activitiy	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						0.00
Total						0.00
		TOTAL				$0.00

DDI Services - Contract Year 3						
MPP File Name	Project Title	Task/Activitiy	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						0.00
Total						0.00
			TOTAL			0.00

Special Registry Request (Non Projects)- Contract Year 3						
MPP File Name	Project Title	Task/Activitiy	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						0.00
Total						0.00
			TOTAL			$0.00

DDI Services - Contract Year 4						
MPP File Name	Project Title	Task/Activitiy	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						0.00
Total						0.00
			TOTAL			0.00

Special Registry Request (Non Projects)- Contract Year 4						
MPP File Name	Project Title	Task/Activitiy	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						0.00
Total						0.00
			TOTAL			$0.00

DDI Services - Contract Year 5						
MPP File Name	Project Title	Task/Activitiy	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						0.00
Total						0.00
			TOTAL			0.00

Special Registry Request (Non Projects)- Contract Year 5						
MPP File Name	Project Title	Task/Activitiy	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						0.00
Total						0.00
			TOTAL			$0.00

Vendor's Company Name:

Texas Department of State Health Services
HHSC CONTRACT NO. HHS000116600001

Health Registries Software Development and Maintenance - Pricing Workbook
Child and Adult Blood Lead Registry Software Services

The Child and Adult Blood Lead Tab displays the price summary for the initial term (1-2 years) and Option Year one (1) (year 3) ,Option Year two (2) (year 4) and Option Year three (3) (year 5).

1. For DDI and SRR, the Vendor will only be compensated for completed and DSHS accepted deliverables deployed to production.
2. Project deliverables shall be based on the Master Fee Schedule pricing per deliverable worksheet.

The below tables represent the required format for the Vendor to provide a High Level Estimate (HLE) for future projects.
Do not fill the DDI Services table and the Special Registry Request (SRR) table below for this solicitation response.

DDI and SRR Services Total Price Summary	Base Year1	Base Year2	Totals Base Term (Yrs 1 – 2)	Option Year 3	Total Base + Option year 3	Option Year 4	Total Base + Option year 3 + Option Year 4	Option Year 5	Total Contract Cost (Yrs 1-5)
Description	Total Price	Total Price		Total Price	Total Price	Total Price	Total Price	Total FTE Hours	Total Price
DDI Services	$0	$0	$0	$0	$0	$0	$0	0	$0
Special Registry Reque	$0	$0	$0	$0	$0	$0	$0	0	$0
TOTAL	$0	$0	$0	$0	$0	$0	$0	0	$0

The below tables represent the required format for the Vendor to provide a High Level Estimate (HLE) for future projects.

DDI Services - Contract Year 1							
MPP File Name	Project Title	Task/Activity	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total	
MPP1	A	Requirements1	Deliverable 1	1		$0.00	Example
MPP1	A		Deliverable 2	1		$0.00	Example
MPP1	A		Deliverable 3	2		$0.00	Example
Total						0.00	Example
MPP2	D	Requirements1	Deliverable A	1		$0.00	Example
MPP2	D		Deliverable B	4		$0.00	Example
Total						0.00	
		TOTAL				0.00	

Special Registry Request (Non Projects)- Contract Year 1

MPP File Name	Project Title	Task/Activity	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
MPP-A	Req1	Requirements1	Deliverable 1	1		$0.00
MPP-A	Req1		Deliverable 2	1		$0.00
MPP-A	Req1		Deliverable 3	2		$0.00
Total						0.00
MPP-B	Req2	Requirements1	Deliverable A	1		$0.00
MPP-B	Req2		Deliverable B	2		$0.00
Total						0.00
		TOTAL				$0.00

*Do not exceed the Cost Cap $9,500
Governance threshold is 1000 hours as of 8/1/2018

DDI Services - Contract Year 2

MPP File Name	Project Title	Task/Activity	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						0.00
Total						0.00
		TOTAL				0.00

Special Registry Request (Non Projects)- Contract Year 2

MPP File Name	Project Title	Task/Activity	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						0.00
Total						0.00
		TOTAL				$0.00

Exhibit 4 - Pricing Workbook
HHSC CONTRACT NO. HHS000116600001

DDI Services - Contract Year 3

MPP File Name	Project Title	Task/Activity	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						0.00
Total						0.00
		TOTAL				0.00

Special Registry Request (Non Projects)- Contract Year 3

MPP File Name	Project Title	Task/Activity	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						0.00
Total						0.00
		TOTAL				$0.00

DDI Services - Contract Year 4

MPP File Name	Project Title	Task/Activity	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						0.00
Total						0.00
		TOTAL				0.00

Special Registry Request (Non Projects)- Contract Year 4						
MPP File Name	Project Title	Task/Activity	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						0.00
Total						0.00
		TOTAL				$0.00

DDI Services - Contract Year 5						
MPP File Name	Project Title	Task/Activity	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						0.00
Total						0.00
		TOTAL				0.00

Special Registry Request (Non Projects)- Contract Year 5						
MPP File Name	Project Title	Task/Activity	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						0.00
Total						0.00
		TOTAL				$0.00

 Vendor's Company Name:

TEXAS Health and Human Services

Texas Department of State Health Services
HHSC CONTRACT NO. HHS000116600001

Health Registries Software Development and Maintenance - Pricing Workbook
TB/HIV/STD Registry (THISIS) Software Services

The THISIS services Tab displays the price summary for the initial term (1-2 years) and Option Year one (1) (year 3) ,Option Year two (2) (year 4) and Option Year three (3) (year 5).

Note:

1. For DDI and SRR, the Vendor will only be compensated for completed and DSHS accepted deliverables deployed to production.
2. Project deliverables shall be based on the Master Fee Schedule pricing per deliverable worksheet.
3. The State has identified and approved select projects for FY19, listed under the THISIS_Projects tab. Vendor must use the pre-approved quotes for each of the select FY19 THISIS projects listed in the THISIS_Projects tab and populate the THISIS Pre-approved Projects table located in the THISIS_B tab with the quotes. Vendor quote for the project can not exceed the pre-approved agreed upon price for the selected projects.

The below tables represent the required format for the Vendor to provide a High Level Estimate (HLE) for future projects.
~~Do not fill the DDI Services table and the Special Registry Request (SRR) table below for this solicitation response.~~

DDI and SRR Services Total Price Summary	Base Year1	Base Year2	Totals Base Term (Yrs 1 - 2)	Option Year 3	Total Base + Option year 3	Option Year 4	Total Base + Option year 3 + Option Year 4	Option Year 5	Total Contract Cost (Yrs 1-5)
Description	Total Price	Total Price		Total Price	Total Price	Total Price	Total Price	Total FTE Hours	Total Price
DDI Services	$0	$0	$0	$0	$0	$0	$0	0	$0
Special Registry Requests	$0	$0	$0	$0	$0	$0	$0	0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	$0	**$0**	**$0**	**0**	**$0**

DDI Services - Contract Year 1							
MPP File Name	Project Title	Task/Activity	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total	
MPP1	HEPC	Requirements1	Deliverable 1	1		$0.00	Example
MPP1	HEPC		Deliverable 2	1		$0.00	Example
MPP1	HEPC		Deliverable 3	2		$0.00	Example
Total						**0.00**	Example
MPP2	HIV	Requirements1	Deliverable A	1		$0.00	Example
MPP2	HIV		Deliverable B	4		$0.00	Example
Total						**0.00**	
		TOTAL				**0.00**	

Exhibit 4 - Pricing Workbook
HHSC CONTRACT NO. HHS000116600001

		Special Registry Request (Non Projects)- Contract Year 1					
MPP File Name	**Project Title**	**Task/Activity**	**Deliverable**	**Quantity**	**Fee Schedule Pricing /Unit**	**Total**	
MPP-A	Req1	Requirements1	Deliverable 1	1		$0.00	Example
MPP-A	Req1		Deliverable 2	1		$0.00	Example
MPP-A	Req1		Deliverable 3	2		$0.00	Example
Total						**0.00**	
MPP-B	Req2	Requirements1	Deliverable A	1		$0.00	Example
MPP-B	Req2		Deliverable B	2		$0.00	Example
Total						**0.00**	
		TOTAL				**$0.00**	

*Do not exceed the Cost Cap $9,500
Governance threshold is 1000 hours as of 8/1/2018

		DDI Services - Contract Year 2					
MPP File Name	**Project Title**	**Task/Activity**	**Deliverable**	**Quantity**	**Fee Schedule Pricing /Unit**	**Total**	
Total						**0.00**	
Total						**0.00**	
		TOTAL				**0.00**	

		Special Registry Request (Non Projects)- Contract Year 2					
MPP File Name	**Project Title**	**Task/Activity**	**Deliverable**	**Quantity**	**Fee Schedule Pricing /Unit**	**Total**	
Total						**0.00**	
Total						**0.00**	
		TOTAL				**$0.00**	

	DDI Services - Contract Year 3					
MPP File Name	Project Title	Task/Activity	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						0.00
Total						0.00
			TOTAL			0.00

	Special Registry Request (Non Projects)- Contract Year 3					
MPP File Name	Project Title	Task/Activity	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						0.00
Total						0.00
			TOTAL			$0.00

	DDI Services - Contract Year 4					
MPP File Name	Project Title	Task/Activity	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						0.00
Total						0.00
			TOTAL			0.00

Exhibit 4 - Pricing Workbook
HHSC CONTRACT NO. HHS000116600001

		Special Registry Request (Non Projects)- Contract Year 4				
MPP File Name	**Project Title**	**Task/Activity**	**Deliverable**	**Quantity**	**Fee Schedule Pricing /Unit**	**Total**
Total						0.00
Total						0.00
		TOTAL				$0.00

		DDI Services - Contract Year 5				
MPP File Name	**Project Title**	**Task/Activity**	**Deliverable**	**Quantity**	**Fee Schedule Pricing /Unit**	**Total**
Total						0.00
Total						0.00
		TOTAL				0.00

		Special Registry Request (Non Projects)- Contract Year 5				
MPP File Name	**Project Title**	**Task/Activity**	**Deliverable**	**Quantity**	**Fee Schedule Pricing /Unit**	**Total**
Total						0.00
Total						0.00
		TOTAL				$0.00

Vendor's Company Name:

TEXAS Health and Human Services

Texas Department of State Health Services
HHSC CONTRACT NO. HHS000116600001

Health Registries Software Development and Maintenance - Pricing Workbook
Texas Healthcare Safety Network Registry (TxHSN) Software Services

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The TxHSN services Tab displays the price summary for the initial term (1-2 years) and Option Year one (1) (year 3) ,Option Year two (2) (year 4) and Option Year three (3) (year 5).
Note:

1. For DDI and SRR, the Vendor will only be compensated for completed and DSHS accepted deliverables deployed to production.
2. Project deliverables shall be based on the Master Fee Schedule pricing per deliverable worksheet.
3. The State has identified and approved select projects for FY19, listed under the TxHSN_Projects tab. Vendor must use the pre-approved quotes for each of the select FY19 TxHSN project listed in the TxHSN_Projects tab and populate the TxHSN pre-approved projects table located in the TxHSN_B tab with the quotes. Vendor quote for the project can not exceed the pre-approved agreed upon price for the selected projects.

The below tables represent the required format for the Vendor to provide a High Level Estimate (HLE) for future projects.
Do not fill the DDI Services table and the Special Registry Request (SRR) table below for this solicitation response.

DDI and SRR Services Total Price Summary	Base Year1	Base Year2	Totals Base Term (Yrs 1 - 2)	Option Year 3	Total Base + Option year 3	Option Year 4	Total Base + Option year 3 + Option Year 4	Option Year 5	Total Contract Cost (Yrs 1-5)
Description	Total Price	Total Price		Total Price	Total Price	Total Price	Total Price	Total FTE Hours	Total Price
DDI Services	$0	$0	$0	$0	$0	$0	$0	0	$0
Special Registry Requests	$0	$0	$0	$0	$0	$0	$0	0	$0
TOTAL	$0	$0	$0	$0	$0	$0	$0	0	$0

DDI Services - Contract Year 1							
MPP File Name	Project Title	Task/Activity	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total	
MPP1	A	Requirements1	Deliverable 1	1		$0.00	Example
MPP1	A		Deliverable 2	1		$0.00	Example
MPP1	A		Deliverable 3	2		$0.00	Example
Total						0.00	Example
MPP2	D	Requirements1	Deliverable A	1		$0.00	Example
MPP2	D		Deliverable B	4		$0.00	Example
Total						0.00	
		TOTAL				0.00	

Special Registry Request (Non Projects)- Contract Year 1							
MPP File Name	Project Title	Task/Activity	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total	
MPP-A	Req1	Requirements1	Deliverable 1	1		$0.00	
MPP-A	Req1		Deliverable 2	1		$0.00	
MPP-A	Req1		Deliverable 3	2		$0.00	
Total						0.00	
MPP-B	Req2	Requirements1	Deliverable A	1		$0.00	
MPP-B	Req2		Deliverable B	2		$0.00	
Total						0.00	
		TOTAL				$0.00	

DDI Services - Contract Year 2						
MPP File Name	Project Title	Task/Activity	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						0.00
Total						0.00
		TOTAL				0.00

Special Registry Request (Non Projects)- Contract Year 2						
MPP File Name	Project Title	Task/Activity	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						0.00
Total						0.00
		TOTAL				$0.00

DDI Services - Contract Year 3						
MPP File Name	Project Title	Task/Activity	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						0.00
Total						0.00
		TOTAL				0.00

Special Registry Request (Non Projects)- Contract Year 3						
MPP File Name	Project Title	Task/Activity	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						0.00
Total						0.00
		TOTAL				$0.00

DDI Services - Contract Year 4						
MPP File Name	Project Title	Task/Activity	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						0.00
Total						0.00
			TOTAL			0.00

Special Registry Request (Non Projects)- Contract Year 4						
MPP File Name	Project Title	Task/Activity	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						0.00
Total						0.00
			TOTAL			$0.00

DDI Services - Contract Year 5						
MPP File Name	Project Title	Task/Activity	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						0.00
Total						0.00
			TOTAL			0.00

Special Registry Request (Non Projects)- Contract Year 5						
MPP File Name	Project Title	Task/Activity	Deliverable	Quantity	Fee Schedule Pricing /Unit	Total
Total						0.00
Total						0.00
			TOTAL			$0.00

Exhibit 4 - Pricing Workbook
HHSC CONTRACT NO. HHS000116600001

Vendor's Company Name:

TEXAS
Health and Human
Services

Texas Department of State Health Services
HHSC CONTRACT NO. HHS000116600001

Health Registries Software Development and Maintenance
Turnover Services subdomain
DRAFT FOR REVIEW

The Turnover Services tab displays the turnover costs which are estimates at this time. Actual costs will be provided at the time of Turnover.

Note:

1. Turnover Phase resources are only estimates at this time, and estimates will be refined at the onset of the Turnover phase.
2. Vendor should add as many rows as needed to depict the deliverable types.
3. Vendor shall commit to a fixed price for Turnover services.
4. Vendor should add as many rows as needed to depict the project deliverables and different RFO Resource Roles.
5. The RFO Resource Role, DIR IT Role Classification and Hourly Rate columns for every named resource used in this tab must
   match the corresponding values from the same columns in the Labor Rates tab.

Turnover			Turnover
Deliverable(s)	**Activities/Tasks**	**Total Price**	**Definitions**
Turnover Plan	Analysis	38,000	• Identification of dependencies on the DSHS or DSHS's designated resources necessary for Conduent to perform the Turnover Services. • Identification of Conduent resources necessary to conduct successful Turnover. • An inventory of artifacts, tasks, systems, tools and hardware required to facilitate the Turnover. • Identification of the Services and related positions or functions that require Turnover and a schedule, plan and procedures for DSHS or its designee assuming responsibility; identification of Conduent's Turnover Assistance Service actions; identification of how the transfer of (i) relevant information regarding the Services, (ii) resources (if any), (iii) operations and (iv) contracts (if any) will be achieved.
	Project Schedule	20,000	A Contract Turnover Schedule will be delivered to DSHS within mutually agreed upon timeframe which will include all of the required services, functions and activities along with the activity owners and proposed timelines. The Schedule will be reviewed and approved by DSHS.
	Alignment Meetings	12,000	Turnover kick-off meeting and regular Turnover status meetings will be scheduled and conducted during the entire Turnover period. Turnover status report will be reviewed and discussed during the status meetings.
	Data Migration	14,000	A plan will be created for how to migrate the data out from Maven in the first step (i.e. what format, how much of the data, where it should be stored).
	Creation of Plan	7,000	The Turnover Plan will include detailed level tasks and timelines to conduct successful turnover.
	Registry 2	91,000	
	Registry 3	91,000	
	Registry 4	91,000	
	Registry 5	91,000	
		0	
		0	
		0	
		0	
		0	
		0	
	Total	**455,000**	

Exhibit 4 - Pricing Workbook
HHSC CONTRACT NO. HHS000116600001

Turnover Results Report	Develop Status Reports	28,000	Turnover status reports include the status of each turnover activity and will be published on a weekly basis.
	Executive Status Meetings	7,000	Executive status meetings will be held on monthly basis to review turnover status and major roadblocks/issues.
	Data Extract Plan & Scripts	34,000	The script that will create the data in the agreed upon format and place (as defined in the plan)
	Risk Issues and Action Items Report	7,000	Risk Register, Issue Log and Action Items Log will be maintained at project level. Risks, Issues
	Completion of Final Report	14,000	The final report will include the turnover results report which gives the final status of turnover activities as well as the contract close out report which includes lessons learned and final status of the project. Issues identified in the final report will be addressed with mutual agreement with DSHS.
		0	
	Registry 2	90,000	
	Registry 3	90,000	
	Registry 4	90,000	
	Registry 5	90,000	
	Total	**450,000**	
Turnover/Post Turnover **Block of hours (Optional)**	Turnover /Post turnover activities - DIR NTE Resources Roles (Block of hours) - Registry 1 (Trauma)	68,174	Block of hours to be used if the new vendor or state needs assistance from Conduent during Conduent turnover and the new Vendor transition. (By Registry). 80 hours of training and 480 hours of support.
	Turnover /Post turnover activities - DIR NTE Resources Roles (Block of hours) - Registry 2 (THISIS)	68,174	Block of hours to be used if the new vendor or state needs assistance from Conduent during Conduent turnover and the new Vendor transition. (By Registry). 80 hours of training and 480 hours of support.
	Turnover /Post turnover activities - DIR NTE Resources Roles (Block of hours) - Registry 3 (TxHSN)	68,174	Block of hours to be used if the new vendor or state needs assistance from Conduent during Conduent turnover and the new Vendor transition. (By Registry). 80 hours of training and 480 hours of support.
	Turnover /Post turnover activities - DIR NTE Resources Roles (Block of hours) - Registry 4 (BDR)	68,174	Block of hours to be used if the new vendor or state needs assistance from Conduent during Conduent turnover and the new Vendor transition. (By Registry). 80 hours of training and 480 hours of support.
	Turnover /Post turnover activities - DIR NTE Resources Roles (Block of hours)- Registry 5 (BLR)	68,174	Block of hours to be used if the new vendor or state needs assistance from Conduent during Conduent turnover and the new Vendor transition. (By Registry). 80 hours of training and 480 hours of support.
	Total	**340,872**	

NOTE: Schedule delays outside of Conduent's control will result in additional charges.

Turnover Services - Payment Schedule		**Turnover/Post Turnover Block of hours (Optional)**
Deliverable(s)	**Total Price**	
Turnover Plan	$455,000	
Turnover Results Report	$450,000	
Total	**$905,000**	
Block of Hours (Optional)		$340,872
Grand Total	**$1,245,872**	

Vendor's Company Name:

TEXAS
Health and Human
Services

Texas Department of State Health Services
HHSC CONTRACT NO. HHS000116600001

Health Registries Software Development and Maintenance
Annual Maintenance
DRAFT FOR REVIEW

The Annual Maintenance tab displays the Maintenance price summary and the Penal Sum of Bond Premium for the initial term (1-2 years) and Option Year one (1) (year 3) ,Option Year two (2) (year 4) and Option Year three (3) (year 5).

Penal sum of each annually renewable performance bond: Divide the total bond premium cost by 5 for each Registry to complete the table.
Note:

1. Annual Maintenance hours are for the work performed by the vendor on the core code (including Maven User Group changes).

Annual Maintenance Total Price Summary	Base Year 1			Base Year 2			Total Price Initial Term (Yrs. 1 - 2)			Option Year 3		
Description	LIDS Annual Cost	CHI Annual Cost	Total Price - Year 1	LIDS Annual Cost	CHI Annual Cost	Total Price - Year 2	Total Price LIDS	Total Price CHI	Total Price	LIDS Annual Cost	CHI Annual Cost	Total Price - Year 3
Annual Maintenance Total Price Summary	$100,000.00	$150,000.00	$250,000.00	$100,000.00	$150,000.00	$250,000.00	$200,000.00	$300,000.00	$500,000.00	$100,000.00	$150,000.00	$250,000.00
Penal Sum of Bonds - Total Premium Summary	$19,180.48	$28,770.72	$47,951.20	$19,180.48	$28,770.72	$47,951.20	$38,360.96	$57,541.44	$95,902.40	$19,180.48	$28,770.72	$47,951.20

Annual Maintenance Total Price Summary	Option Year 4			Option Year 5			Total Price All Option years (Yrs. 3 -5)			Total Contract Price (Yrs. 1 -5)		
Description	LIDS Annual Cost	CHI Annual Cost	Total Price - Year 4	LIDS Annual Cost	CHI Annual Cost	Total Price - Year 5	Total Price LIDS	Total Price CHI	Total Price	Total Price LIDS	Total Price CHI	Total Contract Price
Annual Maintenance Total Price Summary	$100,000.00	$150,000.00	$250,000.00	$100,000.00	$150,000.00	$250,000.00	$300,000.00	$450,000.00	$750,000.00	$500,000.00	$750,000.00	$1,250,000.00
Penal Sum of Bonds - Total Premium Summary	$19,180.48	$28,770.72	$47,951.20	$19,180.48	$28,770.72	$47,951.20	$57,541.44	$86,312.16	$143,853.60	$95,902.40	$143,853.60	$239,756.00

Maintenance Services - Summary Annual Maintenance Price - Year 1 thru Year 5			LIDS			CHI				Total	
Maintenance Calendar Year ID	Description	THISIS Cost	TxHSN Cost	LIDS Cost	BDR Cost	BLR Cost	EMSTR Cost	CHI Cost	Annual Cost		
Maint_CY1	Annual Maintenance Contract Year1	$50,000.00	$50,000.00	$100,000.00	$50,000.00	$50,000.00	$50,000.00	$150,000.00	$250,000.00		
Maint_CY2	Annual Maintenance Contract Year2	$50,000.00	$50,000.00	$100,000.00	$50,000.00	$50,000.00	$50,000.00	$150,000.00	$250,000.00		
Maint_CY3	Annual Maintenance Contract Year3	$50,000.00	$50,000.00	$100,000.00	$50,000.00	$50,000.00	$50,000.00	$150,000.00	$250,000.00		
Maint_CY4	Annual Maintenance Contract Year4	$50,000.00	$50,000.00	$100,000.00	$50,000.00	$50,000.00	$50,000.00	$150,000.00	$250,000.00		
Maint_CY5	Annual Maintenance Contract Year5	$50,000.00	$50,000.00	$100,000.00	$50,000.00	$50,000.00	$50,000.00	$150,000.00	$250,000.00		
Total		250,000.00	250,000.00	$500,000.00	250,000.00	250,000.00	250,000.00	$750,000.00	$1,250,000.00		

Penal sum of each annually renewable performance bond - Annual Cost based on contract value - Year 1 thru Year 5			LIDS			CHI				Total	
Bond Costs Calendar Year ID	Description	THISIS Cost	TxHSN Cost	LIDS Cost	BDR Cost	BLR Cost	EMSTR Cost	CHI Cost	Annual Cost		
P_Bond_CY1	Penal Sum of Bond Contract Year1	$9,590.24	$9,590.24	$19,180.48	$9,590.24	$9,590.24	$9,590.24	$28,770.72	$47,951.20		
P_Bond_CY2	Penal Sum of Bond Contract Year2	$9,590.24	$9,590.24	$19,180.48	$9,590.24	$9,590.24	$9,590.24	$28,770.72	$47,951.20		
P_Bond_CY3	Penal Sum of Bond Contract Year3	$9,590.24	$9,590.24	$19,180.48	$9,590.24	$9,590.24	$9,590.24	$28,770.72	$47,951.20		
P_Bond_CY4	Penal Sum of Bond Contract Year4	$9,590.24	$9,590.24	$19,180.48	$9,590.24	$9,590.24	$9,590.24	$28,770.72	$47,951.20		
P_Bond_CY5	Penal Sum of Bond Contract Year5	$9,590.24	$9,590.24	$19,180.48	$9,590.24	$9,590.24	$9,590.24	$28,770.72	$47,951.20		
Total		47,951.20	47,951.20	$95,902.40	47,951.20	47,951.20	47,951.20	$143,853.60	$239,756.00		

Divide the total bond premium cost by 5 for each Registry to complete the ta

Vendor's Company Name:

TEXAS Health and Human Services

Texas Department of State Health Services
HHSC CONTRACT NO. HHS000116600001

Health Registries Software Development and Maintenance
Maintenance Service Levels
DRAFT FOR REVIEW

The Maintenance Services tab displays the price summary for the initial term (1-2 years) and Option Year one (1) (year 3) ,Option Year two (2) (year 4) and Option Year three (3) (year 5).

Maintenance Levels are based on the service level approved for each registry by DSHS.

Metal Support Services Total Price Summary	Base Year 1			Base Year 2			Total Price Initial Term (Yrs. 1 - 2)			Option Year 3		
Description	LIDS Annual Cost	CHI Annual Cost	Total Price - Year 1	LIDS Annual Cost	CHI Annual Cost	Total Price - Year 2	Total Price LIDS	Total Price CHI	Total Price	Total Price LIDS	Total Price CHI	Total Price
Maintenance - Metal Services	$369,000.00	$263,000.00	$632,000.00	$369,000.00	$263,000.00	$632,000.00	$738,000.00	$526,000.00	$1,264,000.00	369,000	263,000	632,000

Metal Support Services Total Price Summary	Option Year 4			Option Year 5			Total Price All Option years (Yrs. 3 -5)			Total Contract Price (Yrs. 1 -5)		
Description	LIDS Annual Cost	CHI Annual Cost	Total Price - Year 4	LIDS Annual Cost	CHI Annual Cost	Total Price - Year 5	Total Price LIDS	Total Price CHI	Total Price	Total Price LIDS	Total Price CHI	Total Contract Price
Maintenance - Metal Services	369,000.00	263,000.00	$632,000.00	369,000.00	263,000.00	$632,000.00	$1,107,000.00	$789,000.00	$1,896,000.00	$1,845,000.00	$1,315,000.00	$3,160,000.00

Metal Maintenance Services - Year 1

Task/Deliverable	Metal Level	Annual Fee	LIDS				CHI				Total Annual Price
			THISIS Cost	TxHSN Cost	LIDS Cost	BDR Cost	BLR Cost	EMSTR Cost	CHI Cost		
Service Option A	Platinum Service Level	$ 325,000	325,000		$325,000.00				$0.00	$325,000.00
Service Option B1	Gold Service Level - 1 (60 hours without KPM006)	$ 175,000			$0.00				$0.00	$0.00
Service Option B2	Gold Service Level - 2 (35 hours with KPM006)	$ 175,000			$0.00			175,000	$175,000.00	$175,000.00
Service Option B3	Gold Service Level - 3 (60 hours with KPM006)	$ 208,000			$0.00				$0.00	$0.00
Service Option C	Silver Service Level	$ 100,000			$0.00				$0.00	$0.00
Service Option D	Bronze Service Level	$ 44,000		44,000	$44,000.00	44,000	44,000		$88,000.00	$132,000.00
Total			325,000.00	44,000.00	$369,000.00	44,000.00	44,000.00	175,000.00	$263,000.00	$632,000.00

Metal Maintenance Services - Year 2

Task/Deliverable	Metal Level	Annual Fee	LIDS				CHI				Total Annual Price
			THISIS Cost	TxHSN Cost	LIDS Cost	BDR FTE Cost	BLR FTE Cost	EMSTR FTE Cost	CHI Cost		
Service Option A	Platinum Service Level	$ 325,000	325,000		$325,000.00				$0.00	$325,000.00
Service Option B1	Gold Service Level - 1 (60 hours without KPM006)	$ 175,000			$0.00				$0.00	$0.00
Service Option B2	Gold Service Level - 2 (35 hours with KPM006)	$ 175,000			$0.00			175,000	$175,000.00	$175,000.00
Service Option B3	Gold Service Level - 3 (60 hours with KPM006)	$ 208,000			$0.00				$0.00	$0.00
Service Option C	Silver Service Level	$ 100,000			$0.00				$0.00	$0.00
Service Option D	Bronze Service Level	$ 44,000		44,000	$44,000.00	44,000	44,000		$88,000.00	$132,000.00
Total			325,000.00	44,000.00	$369,000.00	44,000.00	44,000.00	175,000.00	$263,000.00	$632,000.00

Metal Maintenance Services - Year 3

Task/Deliverable		Annual Fee	THISIS Cost	TxHSN Cost	LIDS Cost	BDR FTE Cost	BLR FTE Cost	EMSTR FTE Cost	CHI Cost	Total Annual Price
		LIDS				CHI				
Service Option A	Platinum Service Level	$ 325,000	325,000		$325,000.00				$0.00	$325,000.00
Service Option B1	Gold Service Level - 1 (60 hours without KPM006)	$ 175,000			$0.00				$0.00	$0.00
Service Option B2	Gold Service Level - 2 (35 hours with KPM006)	$ 175,000			$0.00			175,000	$175,000.00	$175,000.00
Service Option B3	Gold Service Level - 3 (60 hours with KPM006)	$ 208,000			$0.00				$0.00	$0.00
Service Option C	Silver Service Level	$ 100,000			$0.00				$0.00	$0.00
Service Option D	Bronze Service Level	$ 44,000		44,000	$44,000.00	44,000	44,000		$88,000.00	$132,000.00
Total			325,000.00	44,000.00	$369,000.00	44,000.00	44,000.00	175,000.00	$263,000.00	$632,000.00

Metal Maintenance Services - Year 4

Task/Deliverable		Annual Fee	THISIS Cost	TxHSN Cost	LIDS Cost	BDR FTE Cost	BLR FTE Cost	EMSTR FTE Cost	CHI Cost	Total Annual Price
		LIDS				CHI				
Service Option A	Platinum Service Level	$ 325,000	325,000		$325,000.00				$0.00	$325,000.00
Service Option B1	Gold Service Level - 1 (60 hours without KPM006)	$ 175,000			$0.00				$0.00	$0.00
Service Option B2	Gold Service Level - 2 (35 hours with KPM006)	$ 175,000			$0.00			175,000	$175,000.00	$175,000.00
Service Option B3	Gold Service Level - 3 (60 hours with KPM006)	$ 208,000			$0.00				$0.00	$0.00
Service Option C	Silver Service Level	$ 100,000			$0.00				$0.00	$0.00
Service Option D	Bronze Service Level	$ 44,000		44,000	$44,000.00	44,000	44,000		$88,000.00	$132,000.00
Total			325,000.00	44,000.00	$369,000.00	44,000.00	44,000.00	175,000.00	$263,000.00	$632,000.00

Metal Maintenance Services - Year 5

Task/Deliverable		Annual Fee	THISIS Cost	TxHSN Cost	LIDS Cost	BDR FTE Cost	BLR FTE Cost	EMSTR FTE Cost	CHI Cost	Total Annual Price
		LIDS				CHI				
Service Option A	Platinum Service Level	$ 325,000	325,000		$325,000.00				$0.00	$325,000.00
Service Option B1	Gold Service Level - 1 (60 hours without KPM006)	$ 175,000			$0.00				$0.00	$0.00
Service Option B2	Gold Service Level - 2 (35 hours with KPM006)	$ 175,000			$0.00			175,000	$175,000.00	$175,000.00
Service Option B3	Gold Service Level - 3 (60 hours with KPM006)	$ 208,000			$0.00				$0.00	$0.00
Service Option C	Silver Service Level	$ 100,000			$0.00				$0.00	$0.00
Service Option D	Bronze Service Level	$ 44,000		44,000	$44,000.00	44,000	44,000		$88,000.00	$132,000.00
Total			325,000.00	44,000.00	$369,000.00	44,000.00	44,000.00	175,000.00	$263,000.00	$632,000.00

Table 1: EMSTR Project Deliverables and Milestones (MS)

Source - Email AE - 5/23/2018 - Attachment A - (EMSTR) Amendment 12 - Consilience Software Inc. 53700-10-73338A (Contract)

MS	Type of work	Deliverable	Description and assumptions	FY19 Cost
1	Model/Interface	NTDB 2018 Data Standard Update	Implementation of the NTDB 2018 data standard to the Maven registry. Update the existing 'Schematron' file to provide necessary error validations on incoming formats of NTDB xml files. Includes updates to the NTDB model and XML/Web Services upload facility for Hospitals. The price for this deliverable assumes no more than 120 hours of work	$0
2	Model/Interface	NTDB 2019 Data Standard Update	Implementation of the NTDB 2018 data standard to the Maven registry. Update the existing 'Schematron' file to provide necessary error validations on incoming formats of NTDB xml files. Includes updates to the NTDB model and XML/Web Services upload facility for Hospitals. The price for this deliverable assumes no more than 120 hours of work	$25,000
3	NEMSIS 3.5.x Certification	NEMSIS 3.5.x Certification	National Emergency Medical Services Information System (NEMSIS) Certification for Version 3.5.x. The price for this deliverable assumes no more than 100 hours of work in each FY.	$20,000
4	Model	Trauma Registry Model Updates	Implementation of Model Changes identified to support stakeholder needs. The price for this deliverable assumes no more than 40 hours of work in each FY.	$5,000
5	Two Reports	Trauma Registry Administration Reports	Implementation of two Administration Reports on data quality, submission status, etc.	$0
6	Six Workflows	Workflows	Develop Trauma Registry system workflows to reduce the reporting burden on the Registry Operations Support team.	$24,000
7	Two Reports	Benchmarking Reports	Develop Two reports that compare key EMS and Hospital elements against Texas Service Area and National data.	$20,000
8	Reports	Reporting Tools for Stakeholders	Develop stakeholder injury reporting tools, including region-specific reporting tools to manage data and self-assess data quality. The price for this deliverable assumes no more than 120 hours of work in FY18 and 180 hours of work in FY19.	$30,000
9	Custom Code	Linked Data Reporting Tools	Develop linked data reporting tools between registries' datasets (EMS, Hospital, Texas Department of Transportation (TxDOT), etc.) to better describe continuum of care. The price for this deliverable assumes no more than 120 hours of work in each FY.	$20,000
10	Project Manager (PM)	PM, monthly fee, Begins on or after Oct 1, 2017 based on funding availability – Sep 30, 2019	$2,000 per month starting with the month funding is available for the project. 10% allocation of a Consilience software project Manager.	$24,000
11	Technical Support Services (T&M)	Controlled resource requests	$62,238 for controlled resource Requests during FY 2018 & FY 2019.	$32,119
			TOTAL	**$200,119**